

## **HOME PROTECTION INSURANCE POLICY**

THIS POLICY IS A CONTRACT BETWEEN THE COMPANY AND YOU, THE POLICYHOLDER

THIS POLICY APPLICATION FORM AND DECLARATION WHICH YOU SIGNED IS THE BASIS OF THIS CONTRACT

WE WILL PROVIDE INSURANCE IN THE TERMS, CONDITIONS AND EXCLUSIONS SET OUT IN THIS POLICY. THE CERTIFICATE OF INSURANCE AND ANY SUBSEQUENT ENDORSEMENT INCLUDING CLAUSES AND MEMORANDA ATTACHED ARE FORMING PART OF THIS POLICY. THIS POLICY COVERS ACCIDENTAL LOSS, DAMAGE OR LEGAL LIABILITY WHICH MAY OCCUR DURING ANY PERIOD OF INSURANCE.

THE DUE OBSERVANCE AND FULFILMENT OF THIS TERMS, CONDITIONS AND ENDORSEMENTS OF THIS POLICY IN SO FAR AS THEY RELATE TO ANYTHING TO BE DONE OR COMPLIED WITH BY YOU AND THE TRUTH OF THE STATEMENTS AND ANSWERS IN THE SAID APPLICATION AND THE DECLARATION SHALL BE CONDITIONS PRECEDENT TO ANY LIABILITY OF THE COMPANY TO MAKE ANY PAYMENT UNDER THIS POLICY.

## DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.

### COMPANY / US / WE / THE INSURER

China Ping An Insurance (H.K.) Company Limited

### YOUR FAMILY

Your spouse, children, parents and other relatives normally living with you.

### CLAIM PAYMENT

The amount we agree to pay you for any claim arising from an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount we will pay for any one claim is the limit of indemnity.

### REINSTATEMENT SETTLEMENT

The cost of repairing the damaged property or replacing the property which is lost or damaged beyond repair with an article of the same kind. The maximum amount we will pay for any one claim is the limit of indemnity.

### INDEMNITY SETTLEMENT

The cost of replacement or repair of that part of the insured property lost or damaged less an amount for wear and tear or depreciation. We will also take into account any improvement directly resulting from the replacement or repair.

## CONTENTS

Anything in or on the buildings including furniture and wallpaper forming the Home belonging to you, your domestic staff or for which you or your family responsible, but we do not cover:

- a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implement), motorcycles, caravans, watercraft (other than hand-propelled), trailers, and their accessories when on them;
- b) Livestock and pets and animals;
- c) Standing timber, growing crops & plants;
- d) Securities, certificates and documents, stamps collection;
- e) Specially held items;
- f) Mobile/portable radio telecommunication equipment e.g. mobile/ portable telephones, pagers and personal digital assistant;
- g) The Value to You of the information contained in audio, video or computer disc, tapes or cassettes and/or the loss of their restoration;
- h) Money other than cash, coins, currency/bank notes;
- i) Household Contents contained in open areas or on roofs;
- j) Aerials, external television and radio antennae or satellite dish;
- k) Contact or corneal lenses;
- l) Aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae;
- m) Computer system record.

## HOME

The building of the house or flat situated in Hong Kong and specified in the Schedule of the Policy.

## MONEY

Coins, currency notes, banks notes, stored value cards, premium bonds, travellers' cheques, travel tickets, postal or money orders, postage, stamps national savings stamps or certificates or similar tokens, luncheon vouchers belonging to You and any member of Yours Family, but not specially held items.

## PERIOD OF INSURANCE

The period specified in the Certificate of Insurance for which we have agreed to accept, and you have paid or agreed to pay a premium.

## PERSONAL EFFECTS

Articles of personal use specifically designed to be worn or carried, belonging to you or any member of your family.

## YOU / YOUR / POLICYHOLDER/ THE INSURED

The person or persons named in the Schedule of the Policy.

## SPECIALLY HELD ITEMS

- a) items which are held or used in connection with any profession business or employment, or
- b) items which are insured under a separate policy.

## UNINSURABLE RISKS

- a) scratching, denting, rust, corrosion, wear and tear or depreciation.
- b) rot, fungus, woodworm, beetle, moth, insects or vermin.
- c) mechanical or electrical fault or breakdown.
- d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring
- e) any other gradually operating cause.
- f) consequential loss or damage of any kind or depreciation.
- g) infidelity or dishonesty on the part of you, your family or any of your employees.
- h) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of (or) finish, action of light.

## UNOCCUPIED

- a) is insufficiently furnished for normal living purposes or
- b) has not been lived in for more than 45 consecutive days.

## VALUABLES

Jewellery, gold, silver, precious metals, watches, furs, pictures, works of art, antiques, curios, sport equipment belonging to you or any members of your family, but not specially held items.

## OWNER'S LEGAL LIABILITY

We will indemnify you and your family for compensation that you and your family become legally liable to pay as Owner of your Home for accidental bodily injury to any third party or accident damage to any third party's property that happens in or at your Home during the period of insurance.

## OCCUPIER'S LEGAL LIABILITY

We will indemnify you and your family for compensation that you and your family become legally liable to pay as Occupier of your Home for accidental bodily injury to any third party or accident damage to any third party's property that happens in or at your Home during the period of insurance.

## CERTIFICATE OF INSURANCE

Details of the policyholder's name, address, location of risk, and limit of indemnity issued to you.

## SECTION 1 – CONTENTS

Contents belonging to you or to members of your family are insured whilst contained in your Home, against any accidental physical loss or damage, but we do not cover.

- 1) Theft
  - a) if the Home is unoccupied for more than 45 consecutive days,
  - b) unless force is used to enter the Home,
  - c) theft by deception unless deception is used to enter the Home.
- 2) Malicious Damage or Vandalism
  - a) if the Home is unoccupied for more than 45 consecutive days,
  - b) by a person lawfully in the Home.
- 3) Escape of water or oil or liquid in any form from any washing machine, dishwasher of fixed domestic water or heating installation if the Home is unoccupied.
- 4) Damage to specially held items.
- 5) Damage arising from uninsurable risks.
- 6) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.
- 7) Contents separately and specially insured in any other policy.

## OTHER BENEFITS PROVIDED

### 1) ALTERNATIVE ACCOMMODATION

In the event of your Home being rendered uninhabitable resulting from any insured peril under this Section 1, we will pay the cost incurred for reasonable temporary accommodation.

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

2) TEMPORARY REMOVAL

We will cover the contents whilst in temporary removal from your Home for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, and within the geographical limits of Hong Kong subject to the terms, conditions and exceptions of this policy.

We do not cover for an excess of 10% of adjusted loss subject to a minimum of HK\$500 of each and every claim.

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

### 3) DOMESTIC SERVANTS PROPERTY

We will pay for accidental loss of or damage to clothing and personal effects of your domestic servants normally residing with you whilst such properties are contained in your Home but we do not cover loss due to failure to observe the terms and conditions of the policy by your domestic servant as if he or she were you.

We do not cover for an excess of 10% of adjusted loss subject to a minimum of HK\$500 of each and every claim. Any claim payment will not be more than HK\$10,000 and in the aggregate during each Period of Insurance.

### 4) LOCK

We will pay the reasonable cost incurred for the replacement and installation of window and external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage to key or locks due to burglary or attempt thereof subject to a maximum amount of HK\$3,000 during each Period of Insurance.

We do not cover for an excess of 10% of adjusted loss subject to a minimum of HK\$500 of each and every claim.

### 5) PERSONAL ACCIDENT BENEFIT

We will pay HK\$50,000 per person if you or a member of household die within 3 months and a maximum amount of HK\$5,000 in respect of medical expense incurred as a direct result of fire, explosion and burglary occurring within the Home. The maximum amount payable in respect of this section per year is HK\$200,000.

### 6) FREEZER CONTENT

We will pay the loss or Damage to food in a domestic freezer or refrigerator in Your Home caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. We will also pay for loss or damage to food which has been removed from the domestic freezer or refrigerator following an incident insured by this cover.

We will not pay for: -

- a) Loss or damage due to the deliberate act of the power supply authority or the suspending or withholding or restricting of power by the authority.
- b) Loss or damage resulting from willful neglect by you or a member of your Household.
- c) Loss or damage to food in your refrigerator if the compressor unit is more than 5 years old from the date of manufacture.

The maximum amount payable in respect of this section per year is HK\$5,000 and the maximum amount payable for each & every loss is HK\$1,000.

### 7) REMOVAL OF DEBRIS

We will pay the maximum amount of HK\$10,000 in respect of costs and expense necessarily incurred by you in removing debris resulting from any insured peril under this section.

### 8) INTERIOR DECORATION/REFURBISHMENT WORKS

The Company will pay up to the maximum 60% of Sum Insured for the accidental loss of and Damage to the Home during the period of decoration/refurbishment by contractors, provided that the period of decoration/refurbishment shall not exceed two months in any event.

"Interior Decoration/Refurbishment Works" will also apply to the new Home for a maximum period of two months from the beginning of the new lease or from the first time of owning a property as your Home.

Insurance at your original Home address will continue to run until you move in your new Home address.

### 9) HOME REMOVAL

The contents are insured against accidental loss or damage while they are being moved by professional furniture removers to your new Home in Hong Kong. The maximum amount we will pay for this section is HK\$30,000 and the limit per item of content is HK\$3,000.

### 10) UNAUTHORIZED USE OF CREDIT CARD

We will pay for the loss following unauthorized use of credit card(s) with a maximum amount of HKD3,000 due to Burglary at Home, provided that the

Insured and/or the Family Member's compliance of all the terms and conditions under which the credit card(s) are issued; and that the loss cannot be recoverable from any other source; and such loss must be reported to the police and credit card company within twenty-four (24) hours upon discovery of the loss.

### 11) LOSS OF PERSONAL EFFECTS IN THE INSURED'S WORKPLACE

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

### 12) DAMAGE TO FLOORING

Accidental physical loss of or damage to flooring, which was provided by the building developer or the subsequent renovated fittings of the Home PROVIDED THAT:

- a) Such loss or damage is not covered under any other policy including but not limited to policies has been arranged by the Insured, the building developer or the incorporated owners, building manager and mortgagee.
- b) The amount recoverable should be subject to the limit of the sum insured of Section 1.
- c) We do not cover for an excess 10% of adjusted loss subject to a minimum of HK\$3,000 is to be applied in respect of each and every claim.

### BASIS OF CLAIM PAYMENT

- 1) A reinstatement settlement will be made.
- 2) An indemnity settlement basis will be applied if
  - a) claims are on clothing, furs,
  - b) you decide not to re-instate, repair or replace the Contents.
- 3) Any claim payment will not be more than:-
  - a) HK\$150,000 for any single item of furniture or domestic appliance.
  - b) HK\$10,000 for any single item of Valuables and subject to an aggregate limit of HK\$100,000 during each Period of Insurance.
- 4) The maximum amount we will pay under this Section 1 is subject to an aggregate limit of :-
  - a) HK\$50,000 under "Alternative Accommodation" during each Period of Insurance;
  - b) HK\$3,000 under "Lock" during each Period of Insurance; and
  - c) The sum insured specified in the schedule in respect of any other claim during each period of insurance.
- 5) Where any insured item consists of articles in a pair or set, we are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

### SECTION 2A – WORLDWIDE ALL RISKS

Valuables and personal effects belonging to you or to members of your family will be insured against any accidental physical loss or damage happened anywhere in the World, but we do not cover:-

- 1) contact or corneal lenses.
- 2) specially held items.
- 3) Theft
  - a) by deception unless deception is used to enter the Home.
  - b) from any unattended vehicle unless all windows are securely closed and all doors and the boots are locked.
  - c) from any open or convertible car, or a car with the sun roof open, unless kept in a locked boot.
  - d) of any pedal cycle away from the Home not securely locked at the time of loss.
- 4) loss of or damage to any pedal cycle while being used for racing or reliability or time trials.
- 5) Malicious acts by you or your family.
- 6) Uninsurable risks.
- 7) Any item of Valuables or Personal Effects separately insured in any other policy.
- 8) Detention, seizure or confiscation by customs or other officials.
- 9) An excess of 10% of adjusted loss subject to a minimum of HK\$500 of each and every claim.
- 10) mobile/portable telecommunication equipment including but not limited to mobile phone, pagers, personal digital assistant.

### OTHER BENEFITS PROVIDED

## SECTION 2B – PERSONAL MONEY

We will indemnify you against accidental loss or theft of Money anywhere in the World, but we do not cover loss:

- 1) which are not reported within 24 hours of discovery to the local police authority
- 2) caused by depreciation, confiscation or shortage due to errors or omissions.
- 3) arising from uninsurable risks

Any claim payment will not be more the HK\$2,500 and in the aggregate during each period of Insurance.

Extensions of cover provider under Section 2

The reasonable and necessary cost incurred for applying the replacement of passports, driving license, Hong Kong Identity Card, travellers' cheques, passenger tickets, credit cards, manuscript and securities following the loss or damage indemnifiable under Section 2 PROVIDED THAT:

- a) the amount recoverable hereunder shall not exceed HK\$1,000 in aggregate during the Period of Insurance.
- b) We do not cover for an excess of HK\$250 in respect of each and every claim.
- c) The loss or theft be reported within 24 hours of discovery to the local police authority.

### BASIS OF CLAIM PAYMENT FOR SECTION 2A AND 2B

- 1) A reinstatement settlement will be made.
- 2) An indemnity settlement basis will be applied if
  - a) claims are on clothings and furs.
  - b) You decide not to reinstate, repair or replace the Contents.
- 3) Where any insured item consists of articles in a pair or set, we are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
- 4) The maximum amount we will pay under this Section 2 is subject to an aggregate limit of:-
  - a) HK\$2,500 under "Personal Money" during each Period of Insurance; and
  - b) HK\$20,000 in respect of any other claim during each Period of Insurance provided that we will not pay more than HK\$5,000 for any individual single item.

## SECTION 2C – LEGAL LIABILITY

We will indemnify you and your family in respect of all sums which you will become legally liable to pay as damages in respect of:

- a) Accidental bodily injury (including death or disease) to any third party.
- b) Accidental loss of or damage to any third party's property which shall be arising from
  - i) As owners of your Home;
  - ii) As occupiers (but not owners) of the Buildings of the land belongings to your Home.

We will also pay the legal costs and expenses recoverable by any claimant from you and all costs and expenses incurred with our written consent.

Our liability under this section for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$10,000,000 but we do not indemnify you in respect of:

- a) Bodily injury to you or your family or any person in the service of you.
- b) Loss of or damage to property belonging to or in the custody or control of you or your family.
- c) Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- d) The exercise of any trade profession or employment other than the employment of domestic servants in your service.
- e) The ownership, possession, driving or use (other than as a passenger having no right or control) of mechanically-propelled vehicles, aircraft, or watercraft.
- f) The use of any horse for hunting, racing or polo.
- g) The ownership, use or possession of any animal other than domesticated dog or cat belonging to you as pet owner. Pet owner must be identified by a microchip in domesticated dogs or cats. However, the following dangerous dogs are excluded from this policy: Antarctic Husky, Bull Terrier, Dogo Argentino, Fila Brasileiro, Japance Tosa, Pit Bull Terrier and Tibetan Mastiff.
- h) (i) Personal Injury or Bodily Injury or loss of, or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (i) shall not apply to liability for

Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

- (ii) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (iii) Fines, penalties, punitive or exemplary damages  
We may in connection with any one claim or number of claims arising out of one occurrence pay to you the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter we shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

## SECTION 3 – OPTIONAL COVER

Specified Items on Personal Effects and Valuables

Notwithstanding the limits of liability expressed in Section 1 and Section 2 in respect of the Personal Effects and Valuables and otherwise subject to the Terms of the Policy and subject to the Insured having paid the agreed extra premium, We agree to pay for accidental loss or damage covered under Section 1 and Section 2A to the Personal Effects and Valuables owned by the Insured or any member of the Insured's Family for which are specifically insured under this Policy (hereinafter called "Specified Items") whilst within Hong Kong or temporarily travelling worldwide PROVIDED THAT:

- a) The Company's limit of liability in respect of any one specified Item shall be restricted to the Sum Insured of such item as described in the Schedule.
- b) We do not cover for an excess of 5% of adjusted loss subject to a minimum of HK\$1,000 is to be applied in respect of each and every claim of loss of or damage to the Specified Items.
- c) The certificates or valuation reports on property insured as the Specified Items together with invoices shall be properly kept and recorded by the Insured at all times. Upon the Company's request, the Insured shall submit them to the Company for examination.

### GEOGRAPHICAL LIMITS

- a) The Hong Kong Special Administration Region of the People's Republic of China
- b) Worldwide (excluding USA & Canada) in respect of temporary visits of not exceeding 60 consecutive days each visit.

### JURISDICTION CLAUSE

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

### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If we are obliged by the legislation to pay an amount for which we would not otherwise be liable under this section of the Policy you shall repay the amount to us.

### CONDITIONS

#### CLAIMS CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- a) In the event of any occurrence which may give rise to a claim under this Policy, you must advise us in writing within 30 days after the date of such occurrence including all relevant documentation.
- b) For loss or damage claims you must:
  - i) at your expense provide us with all certified information and evidence as we may request.
  - ii) notify the Police immediately of any loss by deception, theft, malicious acts or riot and civil commotion.
- c) For liability claims you must:
  - i) send to us any letter, claim, writ or summons immediately it is received.
  - ii) advise us immediately you have knowledge of any impending prosecution inquest or fatal inquiry.
  - iii) not make any admission, offer or promise of payment without our consent and we shall be entitled if we so desire to take over and conduct in your name the

defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and you shall give all such information and assistance as we may require.

#### CONDITIONS WHICH APPLY TO THE WHOLE POLICY

##### 1) Prevention of loss

You and your family must comply with all statutory obligations and take all reasonable steps to:

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

##### 2) Change in risk

During the currency of this Policy you must advise us of any change in your occupation or circumstance which would increase the possibility of loss and pay an additional premium if we require.

##### 3) Premium Payment

Payment of premium when due will continue the policy in force until the next premium due date;

##### 4) Policy Termination

For policy termination, You and We have to give a 30-day prior written notice to each other. For those who have made annual premium, they will be refunded with a monthly pro rata premium.

##### 5) Arbitration

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 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.

##### 6) Subrogation

The Insured shall at the request and at the expense and of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

##### 7) Other Insurance

Subject to all other applicable conditions contained in this Policy, the Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this Policy had not been effected, except that the coverage provided for under this Policy shall apply only as an excess and in no event as a contributing insurance, and then only after all other insurance has been exhausted.

##### 8) Claims Misrepresentation

If you or anyone acting for you makes a claim under the policy knowing the claim to be false, we will not pay the claim and all cover under the Policy is cancelled immediately.

#### EXCLUSIONS

##### EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This Policy or any section added subsequently does not insure loss or destruction of or damage to any property of death or bodily injury or expense or any consequential loss or liability directly or indirectly caused by or contributed by or arising from:

##### 1) Radioactive risks

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

##### 2) War risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act or confiscation or nationalization.

##### 3) Sonic bangs

Pressure waves caused by aircraft and other aerial devices.

##### 4) Infectious diseases.

##### 5) Any unexplainable loss or damage.

##### 6) Any Uninsurable risks.

#### EXCESS

Except as specifically mentioned in each individual item or in the Policy Schedule, we do not cover

- a) For an excess of 10% of adjusted loss subject to a minimum of HK\$500 of each and every claim.
- b) For each water damage claim, we do not cover for an excess of 10% of adjusted loss subject to a minimum of HK\$3,000 of each and every claim.

#### Home Protection Insurance Emergency Assistance Services

This does not form part of the Policy contract.

#### Terms and Conditions

#### Definitions

#### Inter Partner Assistance

Shall mean Inter Partner Assistance Hong Kong Limited or its authorized representative.

#### Beneficiary

Shall mean any person duly covered by Home Insurance Policy.

#### The Company

Shall mean China Ping An Insurance (Hong Kong) Company Limited

#### Residence

Shall mean in relation to a Beneficiary, the principal address or residential address in Hong Kong of the Beneficiary specified by the Beneficiary in the Original Policy as such or in the event of any changes to such address, such either address within Hong Kong as the Beneficiary may subsequently notify the Company.

Inter Partner Assistance shall provide the following services when the Beneficiary contacts them:

##### 1) Locksmith Assistance

If the Beneficiary is locked accidentally outside the Residence, Inter Partner Assistance shall arrange for a locksmith to gain access to the Beneficiary's Residence. In addition, Beneficiary is entitled to reimburse up to HK\$500.00 for the locksmith services used.

##### 2) Home Cleaning Referral

In the event the Beneficiary requires assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles cleaning, or floor tiles cleaning for his/her Residence, Inter Partner Assistance shall provide referral information on the service providers and their charges.

3) Emergency Home Nursing Care Referral

Upon the request of the Beneficiary during an emergency, Inter Partner Assistance shall organize and arrange for a registered nurse to provide nursing care to any person specified by the Beneficiary.

4) Household Appliance Referral

In the event of the Beneficiary requires assistance for washing machine, dryer, refrigerator, microwave, television, video cassette recorder player, laser disk player, or hi-fi for repair service, Inter Partner Assistance shall provide referral information on the services providers and their charges.

5) General Repair Referral

Upon the request of Beneficiary, Inter Partner Assistance will provide referral information for general repair assistance required for his/her Home.

6) Pest Control Referral

Upon the request of Beneficiary, Inter Partner Assistance is able to arrange a company specialized in pest control to deal with the problem.

7) Plumber Referral

In the event that the Beneficiary's, Home plumbing is clogged or a leak has sprung, Inter Partner Assistance will provide the Beneficiary with referral information to plumbers and their charges.

8) Air-Conditioner Engineer Referral

In the event the air-conditioner in the Beneficiary's Home is not functioning, Inter Partner Assistance will provide referral informational regarding an air-conditioner engineer and their charges.

9) Doctor and Dentist Referral

In the emergency event that Beneficiary requires medical or dentist services, Inter Partner Assistance will provide referral information regarding dentists or doctors that provide housecall services and their charges.

10) Claim Reporting Centre

The Beneficiary can contact Inter Partner Assistance's 24-hour Alarm Centre report a claim and obtain advice on the claim procedure.

Except locksmith service, the above services are purely on a referral or arrangement basis only. All the cost incurred in using the service will be at the Beneficiary's own expenses. The use of the above services arranged by Inter Partner Assistance is at the Beneficiary's own accord. The Company shall not be responsible for any consequential damages arising out of Services provide by the service providers referred by Inter Partner Assistance or be responsible or pay for any expenses incurred.

**Geographical Limits**

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

**Industries, Seepage, Pollution and Contamination Exclusion Clause**

This insurance does not cover any liability for:

- a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction to tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage pollution or contamination is

caused by a sudden, unintended and unexpected happening during the period of this insurance.

c) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

**Infectious Disease Exclusion**

This policy shall exclude any claim in respect of death, bodily injury, illness of any person or damage to property arising directly or indirectly out of or caused by or in connection with infectious or contagious disease of any kind.

It is further understood that the Company shall not be liable for

- a) any payment for the investigation or defence of any loss
- b) any cost or extra expense incurred

in relation to any kind of infectious or contagious disease either. Subject otherwise to the terms, exceptions and conditions of this policy.

**Communicable Disease Exclusion (LMA5396)**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**CYBER EXCLUSION**

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this agreement excludes any:

- 1.1 Cyber Loss;
- 1.2 loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto

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

**Definitions**

3. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
4. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the

threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

5. Cyber Incident means:

5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

6. Computer System means:

6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

7. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Terrorism and Computer Risk Exclusion Clauses**

**War and Terrorism Exclusion Endorsement**

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

**Terrorism Exclusion Clause for Contamination And Explosive**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of

- a) Biological or chemical contamination
- b) Missiles, bombs, grenades, explosives due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be

upon the Insured.

**Toxic Mold Exclusion**

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

**Total Asbestos Exclusion Clause**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

**Sanction Clause**

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that (re)insurer.

**Rights of Third Parties Exclusion Clause**

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

**Strike, Riot, Civil Commotion and Malicious Damage Exclusion Clause**

Notwithstanding any provision to the contrary contained in this Policy or the Clause referred to therein, it is agreed that this policy does not cover any accident, injury, disease, loss or liability due to strike, riot, civil commotion or malicious damage.

**Request for Assistance**

The Beneficiary shall call the Inter Partner Assistance whose contact number is 2851 1990 and quote his/her name and policy number.

**Disclaimer**

Inter Partner Assistance Hong Kong Limited and the professionals to whom the Beneficiary are referred by Inter Partner Assistance are to be responsible for their own acts at 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 Inter Partner Assistance Hong Kong Limited and these professionals such as, and not limited to doctors, dentist, nurses, locksmiths and technician

**These Terms and Conditions have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and Chinese version, the English version shall prevail.**