



PRUChoice HOME LANDLORD INSURANCE POLICY 保誠精選「業主寶」業主保障計劃保單

The Insured having applied for the Insurance expressed herein and completed an application form with the declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for this Policy.

PRUDENTIAL GENERAL INSURANCE HONG KONG LIMITED ("the Company") will be subject to the terms conditions and exceptions contained herein or endorsed hereon indemnify or pay compensation to the Insured in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided always that the due observance and fulfilment by the Insured of all the terms conditions and exceptions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

SECTION I - HOUSEHOLD CONTENTS

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to Household Contents at the Insured Premises during the Period of Insurance provided that the maximum liability of the Company in respect of all loss or damage under this Section and its extensions shall not exceed the Maximum Limit as specified in Section I of the Schedule.

Extensions

Developer's and Ex-landlords' Interior Decoration

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to interior decorations fixtures and fittings including but not limited to wall paint wallpaper false ceiling floorings doors or windows installed by developer or ex-landlord(s) at the Insured Premises. The Company's maximum limit of liability in respect of all loss or damage under this extension shall not exceed HK\$200,000 per year for Plan 1 and HK\$600,000 for Plan 2 respectively as specified in Section I of the Schedule.

Decoration or Renovation Period

The Company will pay for the accidental physical Loss of or Damage to Household Contents at the Insured Premises specified in the Schedule during the period of interior decoration renovation maintenance or repairs undertaken by contractors within the Insured Premises provided that the total contract value of such contracted works shall not exceed HK\$300,000 and the aggregate period for such is less than 60 consecutive days.

Temporary Removal

The Company will pay for the accidental physical Loss of or Damage to the Household Contents whilst temporarily removed from the Insured Premises not for sale exhibition or to a depository but remaining at other premises within Hong Kong for the purpose of their professional cleaning repairing or renovation. For this extension the Company will not pay for Household Contents that are removed from the Insured Premises for more than 30 consecutive days or that are in transit or on a person. The Company's maximum limit of liability in respect of all loss or damage under this extension shall not exceed HK\$50,000 per year.

Replacement of Locks and Keys

The Company will pay the reasonable cost of replacing door locks and/ or keys of the Insured Premises with Items that are similar but not better following Loss of or Damage to locks due to burglary or attempted burglary at the Insured Premises provided that such locks and/ or keys are owned by the Insured and the Company's maximum limit of liability in respect of all loss or damage under this extension shall not exceed HK\$2,000 per year for Plan 1 and HK\$6,000 per year for Plan 2 respectively as specified in Section I of the Schedule.

Removal of Debris

Subject to the Company's prior written consent the Company will pay for the cost of removing the debris of the Household Contents necessarily incurred following accidental damage by any cause as insured and payable under Section I. The Company's maximum limit of liability under this extension shall not exceed HK\$5,000 per year.

Damage by Fireman

The Company will pay for the accidental physical Loss of or Damage to the Household Contents directly caused by fireman in the execution of their duties.

Malicious Damage by Tenant

The Company also extends to cover physical Loss of or Damage to Household Contents directly caused by the Tenant maliciously at the Insured Premises provided that the Tenant has been convicted of an offence under the Crimes Ordinance of the laws of Hong Kong.

LOYALTY BONUS

Upon each renewal of this Policy regardless of the claim history a loyalty bonus equals to an increase in the maximum limit of Section I - Household Contents of HK\$50,000 will be granted subject to a maximum of HK\$200,000 in aggregate. The bonus should not affect the other limits of this Section. The bonus earned is attached to this Policy and is not applicable or transferable to any other Policy(ies) taken out by the Insured. The bonus has to be earned afresh once this Policy has been lapsed.

SECTION II - LOSS OF RENT

- The Company will indemnify the Insured as the Landlord of Insured Premises the actual loss of Rent after deducting the security deposit paid to the Insured as stated in the Tenancy Agreement resulting from:
 - Insured Premises being uninhabitable due to accidental Loss of or Damage to Household Contents arising out of an accident covered under Section I - Household Contents; or
 - the death of Tenant arising from murder or Suicide; or
 - the prohibition of access to the Insured Premises by the authority(ies) of Hong Kong for 10 consecutive days or above; or
 - the failure of Tenant to pay the Rent in accordance with the terms and conditions of Tenancy Agreement provided the Insured has:
 - obtained court judgment against the Tenant in respect of the outstanding Rent; and
 - taken immediate action to repossess the Insured Premises; and
 - failed to receive the outstanding Rent within 1 month after the court judgment was issued.
- The amount payable under this Section is based on the average Rent received by Insured as the Landlord from the Tenant under the Tenancy Agreement for the last 6 months immediately prior to the occurrence of the following events:
 - accidental Loss of or Damage to Household Contents as stated in Section II - 1.(a); or
 - the death of Tenant as stated in Section II - 1.(b); or
 - the act of authority(ies) of Hong Kong as stated in Section II - 1.(c); or
 - the court judgment obtained against the Tenant as stated in Section II - 1.(d);
- The amount payable under this Section is counted from:
 - the date of accidental Loss of or Damage to Household Contents as stated in Section II - 1.(a); or
 - the date of Tenant's death as stated in Section II - 1.(b); or
 - the date of the prohibition of access to the Insured Premises by the authority(ies) of Hong Kong as stated in Section II - 1.(c); or
 - the first month of outstanding Rent as stated in Section II - 1.(d);

Provided that the limit of liability under this Section shall not exceed HK\$20,000 per month for Plan 1 or HK\$40,000 per month for Plan 2 respectively as specified in Section II of the Schedule and subject to a maximum period of 6 months in all circumstances.

Extensions

Legal Cost for Recovery of Rent or Repossession of Insured Premises

The Company will pay the actual legal expenses and costs necessarily incurred with the prior written consent of the Company for:

- recovery of outstanding Rent from the Tenant as covered pursuant to Section II - 1.(d); and/ or
- repossession of Insured Premises from the Tenant as covered pursuant to Section II - 1.(d);

The amount payable under this extension is calculated from the first month of outstanding Rent as stated in Section II - 1.(d).

The Company's maximum limit of liability under this Section and its extensions shall not exceed the Maximum Limit as specified in Section II of the Schedule.

SECTION III - PROPERTY OWNERS' LEGAL LIABILITY

The Company will cover the Insured against all sums which the Insured shall become legally liable to pay as damages consequent upon accidental bodily injury to any person or accidental Loss of or Damage to Property arising as the property owner of the Insured Premises including legal costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the prior written consent of the Company provided always that the Company's maximum limit of liability under Section III shall not exceed HK\$10,000,000 in respect of any one occurrence or number of occurrences arising directly from one source or original cause and in respect of any one year.

SECTION IV - BUILDING STRUCTURE

(Applicable only if the Schedule shows that the cover has been selected)

The Company will at its option by payment repair or reinstatement to indemnify the Insured against the accidental physical Loss of or Damage to the Building specified in the Schedule for the reasonable costs necessarily incurred to rebuild or repair the Building in the same form size style and condition as new.

Extensions

The Company will at its option by payment repair or reinstatement to indemnify the Insured against the accidental physical Loss of or Damage to the Building specified in the Schedule for:

- (a) costs and expenses necessarily incurred with the prior written consent of the Company in removing debris dismantling and/ or demolishing shoring or propping of the destroyed or damaged portions of the Building but the Company's maximum liability for such costs and expenses is limited to 10% of the Sum Insured of Section IV;
- (b) architects' surveyors' or consultants' fees necessarily incurred in the reinstatement of the Building following loss or damage but not for preparing any claim. The Company's maximum liability for such fees is limited to 10% of the Sum Insured of Section IV;
- (c) the additional costs of reinstatement on the same site of the destroyed or damaged portions of the Building incurred in complying with any statutory building regulations. Notice under the regulations must not have been served upon the Insured before the Loss or Damage and the Company's maximum liability for such additional costs is restricted to 10% of the Sum Insured of Section IV.

Provided that the Company will not be liable for Loss of or Damage to Items that will be or have been claimed under Section I - Household Contents. The Company's maximum limit of liability in respect of all loss or damage under this Section and its extensions shall not exceed the Sum Insured as stated as the Maximum Limit specified in Section IV of the Schedule.

In the event the cover of this Section IV is individually selected without insuring the cover of Section I-III the Company shall cover Section III - Property Owner's Legal Liability with the Maximum Limit as stated in the Schedule.

EXCEPTIONS TO SECTION I - HOUSEHOLD CONTENTS (including its Extensions) AND SECTION IV - BUILDING STRUCTURE

1. The Company will not pay for loss or damage caused by or contributed to:
 - (a) wear and tear moths vermin insects pet damp rust rot corrosion mould moisture the action of light or atmosphere and gradually operating causes;
 - (b) electrical or mechanical breakdown derangement overloading or failure;
 - (c) denting chipping scratching or breakage of glass object (including mirror) china porcelain earthenware and crystal. Glass (including mirror) which is being a top to the furniture or is fixed in furniture fixtures or fittings does not fall within this exclusion provided that such fixtures or fittings are installed by or carried out by the Insured the developer or ex-landlords of the Insured Premises;
 - (d) any process of cleaning altering repair renovation maintenance or dyeing;
 - (e) misuse or use contrary to manufacturer's instruction inherent defect or faulty design in materials plan or specification or gradual deterioration and deformation;
 - (f) any deliberate act or neglect of the Insured or the Insured's Family or anyone acting on behalf of the Insured;
 - (g) any loss or damage when the Insured Premises is left unoccupied for a period in excess of forty-five (45) days consecutively each year without prior written consent from the Company except the loss or damage caused by the event of fire lightning thunderbolt explosion earthquake typhoon windstorm bursting of pipes and flood;
 - (h) consequential loss or damage of any kind;
 - (i) any loss or damage caused by or resulting from unexplained or mysterious disappearance;
 - (j) the deterioration or contamination of food or drinks.

2. The Company will not pay for Loss of or Damage to sporting equipment whilst in use contact lenses personal documents (including Hong Kong Identity Card Passport driving license credit card and the like) money mechanically propelled vehicles (including motor cycles) watercraft (including sailboards and windsurfers) aircraft and parts accessories equipment fitted therein pedal cycles pager mobile phone and the like property used or held for business or professional purposes or more specially insured under another policy and for the value of information.
3. The Company will not pay for Loss of or Damage to Household Contents occurred during the period in which the Insured Premises is not rented out under any tenancy agreement for over 45 consecutive days during the Period of Insurance except the loss or damage caused by the event of fire lightning thunderbolt explosion earthquake typhoon windstorm bursting of pipes and flood.
4. The Company will not pay for Loss of or Damage to Household Contents due to malicious damage by Tenant unless covered in Extension-Malicious Damage by Tenant.

EXCEPTIONS TO SECTION II - LOSS OF RENT

1. The Company will not cover any loss if:
 - (a) death of the Tenant i) is resulted from murder committed or conspired by the Insured and/ or Insured's Family; or ii) occurs when the Tenant is engaging in the service(s) or duty(ies) of the police or any authorities of Hong Kong requiring the use of armed forces or similar means;
 - (b) the Insured or the Insured family's wilful act or omission, and loss of or expenses arising out of any unlawful or criminal activities by the Insured, the Insured's family or the Tenant;
 - (c) the Insured fails to remarket the Insured Premises for rent within 60 days of the Suicide or murder;
 - (d) the Insured's legal interest of the Insured Premises ceases at the time of the insured incident;
 - (e) the Tenant continues to pay the Rent to Insured as the Landlord of Insured Premises despite the insured incident;
 - (f) the loss of Rent period is less than one full month;
 - (g) the Insured decides to discontinue letting or renting the Insured Premises;
 - (h) the repair or rebuilding has been delayed by the Insured or anyone on behalf of the Insured;
 - (i) the legal expenses and costs are not agreed by the Company;
 - (j) such is caused directly or indirectly from the cancellation of Tenancy Agreement by the Insured;
 - (k) such is arising out of any interest payable by the Tenant for the late payment of Rent.
2. The Company will not cover any loss after repossession of the Insured Premises except any loss resulting from the death of Tenant arising from murder or Suicide.

EXCEPTIONS TO SECTION III - PROPERTY OWNERS' LEGAL LIABILITY

The Company will not pay for liability:

1. in respect of bodily injury and disease to the Insured and any person under a contract of service with the Insured or the Insured's Family and arising out of and in the course of such person's employment by the Insured or the Insured's Family;
2. in respect of Loss of or Damage to Property belonging to or in the custody or control of the Insured or the Insured's Family or any person under a contract of service with the Insured or the Insured's Family;
3. arising directly or indirectly from:
 - (a) any wilful or malicious act or criminal activity;
 - (b) the pursuit by the Insured or the Insured's Family of any trade business profession or employment;
 - (c) the occupation of any land or building other than the Insured Premises as specified in the Schedule;
 - (d) the ownership of any land or building unless specially covered under Section III;
 - (e) the ownership possession or use of aircraft watercraft mechanically propelled vehicles (which includes motor cycles) elevators or lifts (except passenger lifts);
 - (f) any agreement and such liability would not have attached in the absence of such agreement;
 - (g) the transmission of any communicable disease or virus by the Insured or the Insured's Family;
 - (h) (i) pollution or contamination;
 - (ii) the emission discharge dispersal disposal seepage release or escape of any liquid solid or gas unless such occurrence is sudden unexpected and unintended;
 - (iii) the generation of any odor noise vibration light electricity radiation change in temperature or any other sensory phenomenon;
 - (i) any actual or alleged liability whatsoever for any claims in respect of loss or losses from or in consequence of asbestos in whatever form or quantity;
 - (j) any illegal structure construction or outbuilding no matter belonging to the Insured or the Insured's Family or not;
 - (k) any contracted works for interior decoration renovation maintenance or repairs at the Insured Premises.

GENERAL EXCEPTIONS

1. The Company shall not be liable under this Policy in respect of:

- (a) any accident loss damage expense liability or bodily injury 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:
 - (i) 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
 - (ii) riot or martial law or state of siege or any of the events or causes which determines the proclamation or maintenance of martial law or state of siege; or
 - (iii) any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence; or
 - (iv) any act of terrorism.

For the purpose of this Exception 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 Exception also excludes accident loss damage expense liability or bodily injury of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (i) and/ or (ii) and/ or (iii) and/ or (iv) above. If the Company alleges that by reason of this Exception any accident loss damage expense liability or bodily injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

- (b) any accident loss damage expense liability or bodily injury directly or indirectly arising out of:
 - (i) biological or chemical contamination;
 - (ii) missiles bombs grenades explosives;due to any act of terrorism.

For the purpose of this Exception 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 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 (i) "contamination" means the contamination poisoning or prevention and/ or limitation of the use of objects due to the effects of chemical and/ or biological substances. If the Company alleges that by reason of this Exception any accident loss damage expense liability or bodily injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

- (c) any accident loss damage expense liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation commandeering requisition or destruction of or damage to the property or the Building insured by order of the government de jure or de facto or any public municipal or local authority of the country or area in which the Insured Premises is situated;
- (d) any accident loss damage expense liability or bodily injury directly or indirectly caused by or arising from or in consequence or contributed to:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission;
 - (ii) nuclear weapons material;
- (e) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2. The Company shall not be liable in respect of:

- (a) the first HK\$250 in respect of each and every loss (other than water damage);
- (b) the first 10% of the adjusted loss or HK\$250 whichever is greater in respect of each and every loss caused by water damage;
- (c) the first HK\$3,000 in respect of each and every loss other than caused by fire or explosion under Section IV - Building Structure;
- (d) the first 10% of the adjusted loss or HK\$1,000 whichever is greater in respect of each and every loss to wall paint wallpaper and the like under Section I - Household Contents notwithstanding what is stated in Exception 2.(a) and 2.(b).

The above excesses shall not be applicable to Section III - Property Owners' Legal Liability.

3. The Company will not cover any loss if the Insured Premises or any part of the Insured Premises is:

- (a) sub-divided to let or sub-let to any other person; or

- (b) let or sub-divided to let or sub-let to the Insured's Family; or
- (c) used for purposes other than social domestic private and pleasure.

4. The Company will not cover any loss if the Insured Premises is any type of housing under Housing Scheme or the like which prohibits the owner of such premises from renting out to any other persons.

5. The Company will not cover any loss if the Tenancy Agreement is not in force at the time of insured incident unless only insuring Section IV individually with Section III without selecting the cover of Section I-II.

6. In respect of any loss of or damage to the Property (Applicable to SECTION I, II, and IV) directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary within this Policy, this insurance excludes 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 a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this insurance, this insurance will cover physical damage to property insured, or any business interruption, contingent business interruption or any other consequential losses, if so provided, directly resulting therefrom where such physical damage is directly caused by or arising from the perils which are specified as covered in the Policy.

7. In respect of any third party liability or any associated costs and expense (Applicable to SECTION III) as so provided in the Policy directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- any declaration, categorisation, characterisation, reference to or in any other way communication as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

All other terms, conditions and exclusions of the Policy remain unchanged. The above exclusions shall not be applicable to any coverage so provided, if any, to meet mandatory insurance requirements under Employees' Compensation Ordinance, and The Building Management (Third Party Risks Insurance) Regulation, nor any service by Inter Partner Assistance Hong Kong Limited when such service is shown in the Schedule.

8. Property Cyber and Data Exclusion Clause

(a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- (i) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of point 2 below of this clause;
- (ii) 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 hereto.

(b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

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

(d) This clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Data, replaces that wording.

9. Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that the Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

DEFINITIONS

"Building"

Shall mean the building of the Insured Premises and its garages outbuildings and walls Landlord's fixtures fittings and interior decorations but excluding foundations drains illegal structure construction or outbuilding.

"Communicable Disease"

Shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) 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
- (b) 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
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

"Computer System"

Shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or micro-controller 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, owned or operated by the Insured or any other party.

"Data"

Shall mean 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.

"Hong Kong"

Shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Housing Scheme"

Shall mean the housing schemes offered by the Hong Kong Housing Authority, Hong Kong Housing Society or authority(ies) of Hong Kong including but not limited to Public Rental Housing, Interim Housing, Home Ownership Scheme, Tenants Purchase Scheme, Flat-For-Sale Scheme, Sandwich Class Housing Scheme and the like.

"Household Contents"

Shall mean the furniture (whether fixed onto the wall) household goods appliances owned by the Insured wall paint wallpaper and the like fixtures fittings and interior decoration installed or carried out by the Insured and are kept in the Insured Premises and as identified in the Tenancy Agreement excluding:

- (a) deeds bonds bills of exchange promissory notes securities for money stamps collection manuscripts computer records;
- (b) livestock pets plant landscape and the like;
- (c) any part of the structure or ceilings of the Buildings;
- (d) external television and radio antennae aerials aerial fittings masts and towers pipes drainage and wirings;
- (e) properties contained in or on verandahs balconies patios terraces forecourts and in the open generally.

For this purpose fixtures fittings and interior decorations include but not limited to flooring false ceiling doors gates and windows.

"Insured"

Shall mean the person named as the Insured in the Schedule.

"Insured's Family"

Shall mean the Insured's parents siblings spouse children and relatives.

"Insured Premises"

Shall mean the private dwelling in Hong Kong solely owned and leased out by the Insured to the Tenant without any further sub-letting at the location specified in the Schedule unless specifically declared and accepted by the Company for the protection of Section IV - Building Structure only and is all built of brick stone and concrete and is roofed with concrete and is in good state of repair.

"Item"

Shall mean an article or a pair or set of articles.

"Landlord"

Shall mean the Insured named as the Landlord as specified in the Tenancy Agreement who leases the Insured Premises to the Tenant.

"Loss of or Damage to Household Contents/ Property or Destruction of Building"

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software in particular any detrimental change in data

software or computer programs that is caused by a deletion a corruption or a deformation of the original structure. Consequently the followings are excluded from this Policy:

- (a) loss of or damage to data or software in particular any detrimental change in data software or computer programs that is caused by a deletion a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this Definition Loss of or Damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered;
- (b) loss or damage resulting from an impairment in the function availability range of use or accessibility of data software or computer programs and any business interruption losses resulting from such loss or damage.

"Period of Insurance"

Shall mean the period of insurance as stated in the Schedule.

"Rent"

Shall mean the monthly rental as specified in the Tenancy Agreement, payable by the Tenant to the Insured in accordance with the terms and conditions of the Tenancy Agreement.

"Schedule"

Shall mean the policy schedule which is attached to and which forms an integral part of this Policy.

"Suicide"

Suicide under this Policy shall mean the Tenant committed suicide by the means of jumping from height hanging wrist cutting or charcoal burning and such as to evidence in the documents issued by the Hong Kong government.

"Sum Insured"

Shall mean the sum insured of Section IV - Building Structure on re-construction value basis and declared by the Insured and stated in the Schedule subject to the Condition of "Basis of Settlement" and "Average" in this Policy.

"Tenant"

Shall mean the person named as Tenant as specified in the Tenancy Agreement who rents the Insured Premises from the Landlord.

"Tenancy Agreement"

Shall mean the written, duly stamped and enforceable Tenancy Agreement between the Insured as the Landlord and the Tenant in respect of the Insured Premises that complies with all the relevant legal and regulatory requirements.

"Time Element Loss"

Shall mean business interruption, contingent business interruption or any other consequential losses.

CONDITIONS

I. Interpretation

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

II. Alterations

The Insured shall give immediate written notice to the Company for any alteration of more than 60 consecutive days or for any fact which materially affects the risks covered by this Policy.

III. Basis of Settlement

- (a) Claims under Section I - Household Contents (including Extensions of Section I) will be settled without deduction for wear tear and depreciation except claims for clothing and household linen provided that costs are incurred only for replacement or reinstatement in a condition similar to but not better than new.
- (b) Claim under Section IV - Building Structure will be settled without deduction for wear and tear provided that:
 - (i) the Building has been maintained in good repair;
 - (ii) all necessary repairs or replacements are carried out without undue delay;
 - (iii) the Sum Insured on Building at the time of loss represents not less than the cost of reconstructing the Building in the same form style and condition as new.

Otherwise the basis of settlement will be on an indemnity basis.

IV. Pair and Set Clause

Where any insured Item consists of articles in a pair or set this Policy is 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 not more than a proportionate part of the insured value of the pair or set.

V. Average

For Section IV - Building Structure if in the event of Loss or Damage the Sum Insured shall be less than the cost of reconstructing the Building the Insured shall be considered as being his/ her own insurer for the difference and shall bear a ratable share of the loss. The Sum Insured by each and every Items of Section IV - Building Structure are declared to be separately subject to this condition. The total amount recoverable in respect of loss or damage shall not exceed the Sum Insured of each and every Items of Section IV - Building Structure.

VI. Precautions

The Insured shall take all ordinary reasonable precautions to prevent accidents and losses and to comply with all statutory obligations and regulations imposed by any authority. The Insured shall also strictly observe the deed of mutual covenant and any other statutory requirements.

VII. Fraud

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim be payable.

VIII. Claims

In the event of any happening which may give rise to a claim under this Policy the Insured the Insured's Family or the Insured's representatives:

- (a) shall give immediate notice thereof in writing to the Company and shall at his/ her own expense furnish to the Company all such certificates reports information and evidence in such form and of such nature as the Company may reasonably require for the purpose of ascertaining its liability as soon as possible;
- (b) in case of a claim under Section I - Household Contents (including Extensions of Section I) shall make notification of claim to the Company or the Company shall not be liable if discovery of loss and notification of claim is not made within 31 days of the occurrence. Prudential reserves the right to require a copy of the Tenancy Agreement between the Insured and the Tenant upon claim assessment. All practicable and reasonable steps shall be taken by the Insured to recover any property lost. The Insured shall notify the police immediately upon discovery of any loss the result of burglary or theft;
- (c) shall make notification of claim to the Company within 31 days commencing from when the tenant fails to pay his/her payment of rent in case of a claim under Section II – Loss of Rent, otherwise the Company will not bear the responsibility for the loss.
- (d) if a claim may arise under Section III - Property Owners' Legal Liability shall notify or forward to the Company every letter claim writ summons or process immediately on receipt and shall not make any admission of liability offer promise payment or indemnity without the prior written consent of the Company.

IX. Subrogation/ Discharge of Liability

The Company shall be entitled:

- (a) to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Insured shall give all such information and assistance as the Company may require;
- (b) to pay at any time to the Insured in respect of any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Limits of Liability applicable to Section III - Property Owners' Legal Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under Section III - Property Owners' Legal Liability in connection with such claim or claims.

X. Non-transfer of Insured's Rights

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the Policy to be continued. The extension of the Company's liability in respect of the property or liability of any person other than Insured shall give no right of claim under this Policy to such person the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss.

In the event of the death of the Insured the Company will in respect of any liability incurred by the Insured under Section III - Property Owners' Legal Liability indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of the Sections concerned provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of this Policy so far as they can apply.

XI. Premium

If the payment method selected is by credit card premium of this Policy shall be paid from the Insured's nominated account in accordance with the collection date as stated in the Schedule. The Company reserves the right to change the collection date without prior notice.

If the payment method is yearly by credit card the Insured may request to change the nominated account from which premium has been collected by completing and returning a new Payment Details Amendment Form to the Company before this Policy expiry date. Provided that the setup of the new nominated account is confirmed the Company will start the premium collection from the account on the collection date of the upcoming year.

For any termination of or adjustment in this Policy the Company will retain the minimum premium which is HK\$400 for each Policy and return the balance of any to the Insured.

XII. Renewal

If the payment method selected is by credit card the Policy will be renewed automatically on a yearly basis upon the successful premium collection for its renewal and subject to the underwriting approval of the Company unless written notice of cancellation has been received by the Company before the corresponding collection date. If the payment method is yearly by credit card premium for the renewal of the coming year will be collected on the collection date of renewal from the Insured's nominated account automatically.

XIII. Cancellation

The Company may cancel this Policy by sending seven (7) days' notice by registered letter to the Insured at his/her last known address and in such event the Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance. The Insured may cancel this Policy by giving the Company seven (7) days' notice in writing. In such case the Company will retain the customary short period rate for the time the Policy has been in force and refund the balance to the Insured provided that no claim has been made during the current Period of Insurance.

XIV. Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong Court.

XV. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

XVI. Other Insurances

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence. For Section III - Property Owners' Legal Liability the indemnity provided under this Policy shall not be called upon in contribution and is only to pay for any loss hereon if and so far not recoverable under any other insurance.

XVII. Third Party Right

A 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.

XVIII. Prevailing Provision

The terms and conditions of this Policy are set out in both English and Chinese. In the event that conflicts or inconsistencies arise between the English and Chinese version the English version shall prevail.

受保人已就申請本文所述的保險，填報申請書及作出聲明，此等會構成本合約基礎及被視為本合約的一部份，受保人亦已支付或同意支付保費，作為受保的代價。

在這前提下，保誠財險有限公司（以下簡稱「本公司」）將依據本文所載或本文所附加的條款、條件及不保事項的限制，就保險期內發生下文所述的任何或所有偶發情況，向受保人賠償或支付賠償金額，惟受保人須要遵守及履行本文所載或所附加的所有條款、條件及不保事項，將成為本公司承擔本保單任何責任的先決條件。

項目一 - 家居財物保障

對受保住所內的家居財物在保險期內發生的意外有形損失或損毀情況，本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人作出賠償，惟本公司根據本項目及其額外保障就所有損失或損毀所承擔的最高賠償責任，不會超過於承保表內項目一中所列明的最高賠償額。

額外保障

發展商及前業主添置的室內裝修

對受保住所內由發展商及前業主裝置的室內裝修及固定裝置及裝配包括但不限於油漆、牆紙、假天花、地板、門及窗發生的意外有形損失或損毀情況，本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人作出賠償，惟本公司根據本額外保障項目就所有損失或損毀所承擔的每年最高賠償責任，不會超過於明列於承保表項目一內港幣 \$200,000（計劃 1）及港幣 \$600,000（計劃 2）。

裝修或翻新期

在承辦商於受保住所內進行室內裝修、翻新、保養或維修期間，本公司將支付承保表列明的受保住所內家居財物的意外有形損失或損毀，惟有關承辦工程的總工程費用上限為港幣 \$300,000，而合共施工期少於連續 60 日。

短暫寄存

對因進行專業清洗、修理或翻新，而需短暫搬離受保住所但仍在香港境內其他地方的家居物品，惟不包括因銷售展覽或寄存的情況，本公司將就其意外有形損失或損毀作出賠償。就此項額外保障項目而言，本公司不會為搬離受保住所連續 30 日以上或在運送途中或在個別人士身上的任何家居財物損失支付賠償。本公司根據本額外保障項目就所有損失或損毀所承擔的每年最高賠償責任，不會超過港幣 \$50,000。

更換門鎖及門匙

對於受保住所因遭爆竊或企圖爆竊而引致門鎖的損失或損毀，本公司將支付更換相類似但並非較佳的門鎖及 / 或門匙的合理費用。惟有關門鎖及 / 或門匙必須為受保人擁有。本公司根據本額外保障項目就所有損失或損毀所承擔的每年最高賠償責任，不會超過於明列於承保表項目一內港幣 \$2,000（計劃 1）及港幣 \$6,000（計劃 2）。

搬走瓦礫

倘若家居財物因意外而導致損毀並於項目一受保及合乎賠償資格，經本公司事先書面同意後，本公司將就有關搬走瓦礫的費用作出賠償。本公司就此額外保障項目的每年最高賠償責任為港幣 \$5,000。

消防員造成的損毀

本公司將支付因消防員執行職務時導致在受保住所內的家居財物發生的意外有形損失或損毀。

租客蓄意破壞

本公司將支付在受保住所內因租客蓄意破壞家居財物直接導致的有形損失或損毀，惟該租客必須根據香港法例刑事罪行條例被定罪。

忠誠獎賞

無論受保人是否有索償記錄，本公司將會於每年續保時，給予忠誠獎賞，就項目一 - 「家居財物保障」一項，最高賠償額將增加港幣 \$50,000，累積以港幣 \$200,000 為限。此獎賞並不會影響本項目其他賠償額。所得獎賞只附於本保單，而不適用於或不可轉移到受保人其他任何保單。本保單一旦失效，獎賞亦須重新計算。

項目二 - 租金損失

1. 本公司將向作為受保住所業主的受保人在扣除列明於租賃合約上已繳付予受保人的按金後，賠償因以下事故所致的實際租金損失：
 - (a) 就項目一 - 「家居財物保障」下導致家居財物意外損失或損毀的事故，引致受保住所不能居住；或
 - (b) 租客被謀殺或自殺致死；或
 - (c) 因香港的司法機構執行職務導致不能進出受保住所連續 10 日或以上；或
 - (d) 租客沒有遵照租賃合約所訂明的條款及細則繳付應繳租金，而受保人經已：
 - (i) 就租客沒有繳付租金採取法律行動；及
 - (ii) 立即採取行動收回受保住所；及
 - (iii) 在法院頒令裁決後一個月內仍未能取回逾期繳付的租金。
2. 本項目的應付金額將根據在以下事故發生前的 6 個月，以受保人作為業主根據租賃合約向租客收取的平均租金作為基礎：
 - (a) 在項目二 - 1. (a) 所列明的家居財物意外損失或損毀；或
 - (b) 在項目二 - 1. (b) 所列明的租客死亡；或
 - (c) 在項目二 - 1. (c) 所列明的香港司法機構的行動；或
 - (d) 在項目二 - 1. (d) 所列明的法院就租客頒令的裁決；
3. 本項目的應付金額將由以下日子開始計算：
 - (a) 在項目二 - 1. (a) 所列明的導致家居財物意外損失或損毀的日期；或
 - (b) 在項目二 - 1. (b) 所列明的租客死亡的日期；或
 - (c) 在項目二 - 1. (c) 所列明的香港司法機構執行行動導致不能進出受保住所的日期；或
 - (d) 在項目二 - 1. (d) 所列明的逾期繳付的租金的第一個月；

惟本公司根據本項目就所有損失或損毀所承擔的每月最高賠償責任，不會超過港幣 \$20,000（計劃 1）及港幣 \$40,000（計劃 2），並在所有情況下賠償將不超過 6 個月。

額外保障

追討拖欠租金或收回受保住所的法律費用

在取得本公司的事先書面同意後，本公司將支付就以下情況所需的實際法律開支及費用：

- (i) 根據項目二 - 1. (d) 保障下向租客追討拖欠租金；及
- (ii) 根據項目二 - 1. (d) 保障下向租客收回受保住所；

本額外保障項目的應付金額將由根據項目二 - 1. (d) 所指明的逾期繳付租金的第一個月開始計算。

本公司根據本項目及其額外保障承擔的最高賠償責任，不會超過承保表內項目二所列明的最高賠償額。

項目三 - 業主法律責任保障

本公司保障受保人在作為受保住所業主時，導致任何人士意外身體損傷或財產意外損失或損毀，而須負上法律責任所支付的賠償，包括任何索償人可從受保人索取的法律費用及開支，以及在取得本公司的事先書面同意後支付的所有費用及開支，惟本公司根據項目三的每年最高賠償責任，就由一個根源或最初的原因直接引起的一宗或多宗事故而言，將以港幣 \$10,000,000 為限。

項目四 - 樓宇結構保障

（本項目只適用於承保表上表明本保障已被選擇）

對承保表列明樓宇的意外有形損失或損毀，本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人賠償重建及修葺樓宇以致其形態、大小、格調及狀況與全新時一樣的所需合理費用。

額外保障

對承保表列明樓宇的意外有形損失或損毀，本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人賠償：

- (a) 在取得本公司的事先書面同意後，清除瓦礫、拆除及 / 或拆卸、支持或支撐樓宇已遭破壞或已損毀部分的所需費用及開支，但本公司就有關費用及開支的最高賠償責任僅限於項目四投保額的 10%；

- (b) 於損失或損毀後修復樓宇所需的建築師、測量師或顧問費用，但為預備索償的費用則不計算在內。本公司就有關費用的最高賠償責任，僅限於項目四投保額的 10%；
- (c) 修復在同一地點之樓宇已遭破壞或已損毀部分的同時，為符合任何法定樓宇規則而額外增加的費用，惟受保人不得於損失或損毀前已收到根據相關法規所發出的通知；另外，本公司就有關額外費用的最高賠償責任，僅限於項目四投保額的 10%。

惟將會或已根據項目一 - 「家居財物保障」提出索償的物件，損失或損毀，本公司一概不予負責。本公司根據本項目及其額外保障就所有損失或損毀承擔的最高賠償責任，不會超過承保表內項目四所列明為最高賠償額的投保額。

倘若本項目四為獨立保障，並沒有與項目一至項目三同時投保，本公司將會提供項目三 - 「業主法律責任保障」並於承保表列明最高賠償額。

項目一 - 家居財物保障 (包括其額外保障) 及項目四 - 樓宇結構保障的不保事項

- 本公司將不會支付因下列各項所導致或促成的損失或損毀：
 - 自然損耗、蛀蟲、害蟲、昆蟲、寵物、潮濕、生鏽、腐爛、腐蝕、發霉、濕氣、陽光或大氣作用、以及以漸進原因所引致；
 - 電力或機械故障、錯亂、負荷過多或不足；
 - 因凹陷、碎裂、刮花或打碎的玻璃物件 (包括鏡子)、瓷器、陶器、土器及水晶擺設。放於傢俬表面或固定於傢俬、固定裝置或裝配的玻璃 (包括鏡子) 並不屬於本不受保事項內，惟有關固定裝置或裝配由受保人或發展商或前業主安裝或進行；
 - 任何清潔、修改、維修、翻新、保養或漂染過程；
 - 錯誤使用、或違反製造商指引下使用、內在缺陷、物料、圖樣或規格上的設計錯誤、或逐漸變壞及變形；
 - 任何受保人或受保人家人或任何代表受保人的人士的蓄意行為或疏忽；
 - 在未取得本公司的事先書面同意下，受保住所每年連續四十五 (45) 日以上無人居住狀況下出現的任何損失或損毀，除非其損失或損毀是由火災、閃電、雷電、爆炸、地震、颱風、風暴、水管爆裂及水浸所造成；
 - 任何形式的後果損失或損毀；
 - 任何原因不詳及不明失蹤所造成或引致的損失或損毀；
 - 食物或飲品變壞或被污染。
- 本公司將不會支付損失或損毀，當該項損失或損毀為任何使用中的運動器材、隱形眼鏡、任何形式的文件 (包括香港身份證、護照、駕駛執照、信用卡及類似物品)、金錢、機械推動車輛 (包括摩托車)、船隻 (包括滑水板和風浪板)、飛機及其中安裝的零件、配件及設備、腳踏車、傳呼機、手提電話及類似物品、為業務或專業目的而使用或持有的財產、或應於其他保單特別受保及資料的價值。
- 本公司將不會支付受保住所保險期內沒有就任何租賃合約出租超過連續 (四十五) 45 日期間的任何家居財物損失或損毀，除非其損失或損毀是由火災、閃電、雷電、爆炸、地震、颱風、風暴、水管爆裂及水浸所造成。
- 本公司將不會支付因租客蓄意破壞所導致的家居財物損失或損毀，除非受保於額外保障 - 租客蓄意破壞。

項目二 - 租金損失的不保事項

- 本公司將不會保障任何損失，若：
 - (i) 租客被謀殺是由受保人及 / 或受保人家人所犯及 / 或串謀，或 (ii) 租客死亡是在租客於警方或任何武裝部隊服役或參與行動時發生；
 - 受保人或受保人家人的蓄意或疏忽行為，以及任何因受保人或受保人家人或租客的違法或犯罪行為所導致的損失或費用；
 - 在自殺或謀殺發生後 60 日內，受保人沒有將受保住所放租；
 - 受保人擁有的受保住所法定權益在發生受保事故時已終止；
 - 儘管發生受保事故，租客仍繼續支付租金予作為受保住所業主的受保人；
 - 租金損失期少於一整個月；
 - 受保人決定中止出租或租賃受保住所；
 - 受保人或代表受保人的任何人士延遲維修或重建；
 - 本公司不同意的法律開支及費用；
 - 有關損失是直接或間接由於受保人取消租賃合約所招致；
 - 有關損失是因租客逾期繳付租金所招致的任何應付利息。
- 本公司將不會保障於收回受保單位後的任何損失，除非租客被謀殺或自殺致死。

項目三 - 業主法律責任保障的不保事項

本公司不會負責賠償：

- 受保人或受保人家人、及與受保人或受保人家人訂立僱傭合約之人士因受僱於受保人或受保人家人及於受僱期間所引致的身體損傷及疾病；
- 屬於受保人或受保人家人、或與受保人或受保人家人訂立僱傭合約之人士、或有關人士保管或控制的財物損失或損毀；
- 直接或間接由下列各項所引致：
 - 任何故意或惡意行為或犯罪活動；
 - 受保人或受保人家人從事任何與交易、業務、專業或受僱有關的工作；
 - 土地或樓宇的佔用權，惟在承保表列明的受保住所則除外；
 - 土地或樓宇的擁有權，除非特別受保於項目三；
 - 擁有、管有或使用飛機、船隻、機械推動車輛 (包括摩托車)、自動扶手電梯或升降機 (載客升降機除外)；
 - 任何因訂立協議而附加的責任；若沒有該項協議，該等責任便不存在；
 - 受保人或受保人家人傳播可傳染的疾病或病毒；
 - (i) 污染或玷污；
 - (ii) 任何液體、固體或氣體的散發、排放、擴散、處置、滲漏、釋放或溢出，除非該情況為突如其來、不能預計及並非故意；
 - (iii) 任何氣味、噪音、震動、光線、電流、輻射、溫度變化或任何其他感官現象的產生；
 - 就任何形式或份量的石棉引起或導致的任何損失所提出的索償而承擔的任何實際或指稱責任；
 - 任何不論屬於受保人或受保人家人與否的違法結構、建築物或外在附屬物；
 - 於受保住所內進行任何室內裝修、翻新、保養或維修的承辦工程。

一般不保事項

- 在本保單下本公司不負責：
 - 因下列任何情況直接或間接引致、產生或與其有關的任何意外、損失、損毀開支、法律責任或身體損傷，即使當時有其他原因或事件，同時促使或先後發生而引致損失：
 - 戰爭、入侵、外敵活動、敵對或類似戰爭的行動 (無論是否已宣戰)、內戰、叛亂、革命、起義、嚴重程度類近叛亂的民亂、軍事或篡權行動；或
 - 暴動、戒嚴令、緊急狀態、或促成宣告或維持戒嚴令或緊急狀態的情況及原因；或
 - 任何人或任何人的代表或與任何組織有關聯的人，以暴力推翻其法律地位的政府或現有政府，或參與以暴力或恐怖行動形式的行為，意圖影響該政府；或
 - 任何恐怖主義活動。

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態或其他類似原因，包括以意圖影響政府及 / 或令公眾及 / 或部份公眾恐慌為目的之行為，有關行為包括但不限於使用武力或暴力及 / 或帶有威脅成份的活動。

此不保事項對直接或間接由於用於控制、防止、鎮壓或以任何方式而與上述 (i) 及 / 或 (ii) 及 / 或 (iii) 及 / 或 (iv) 有關的行動引致、產生或與其有關的意外、損失、損毀、費用或開支均不賠償。若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責任或身體損傷不予賠償，提出相反證明之責任將需由受保人負責。

若此不保事項的任何部份被發現無效或不可實施時，其餘部份將仍全面實行及有效。

- 而由於任何恐怖主義活動，根據下列各項，直接或間接產生的任何意外、損失、損毀、開支、責任或身體損傷：
 - 化學或生物污染；
 - 導彈、炸彈、手榴彈、爆炸物；

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態、種族為意圖或原因，包括以意圖影響政府及 / 或令公眾及 / 或部份公眾恐慌為目的之行為，有關行為包括但不限於使用武力或暴力及 / 或帶有威脅成份的活動。

就上述 (i) 目的而言，「污染」指物體的污染或施毒、妨礙及 / 或限制物體的用途，而原因是由於化學及 / 或生物物質影響。若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責任或身體損傷不予賠償，提出相反證明之責任將需由受保人負責。
- 由於因受保住所所在之國家或地區的具法律地位或現存政府或市政廳或當地機構下令沒收、霸佔徵用、毀壞或損毀財產或樓宇，而直接或間接引致的任何意外、損失、損毀、開支、責任、或身體損傷。

- (d) 因下列任何情況直接或間接引致、產生、導致或造成的任何意外、損失、損害、開支、法責任或身體損傷：
- (i) 來自核燃料或燃燒核燃料所產生核廢堆放射出來的電離、輻射或污染，在本不保事項下，「燃燒」一詞涵義包括核子自行分裂過程；
- (ii) 核子武器材料；
- (e) 以音波或超音波速度航行的飛機或其他航空物體引起的壓力振動而直接導致的損失或損毀。
2. 本公司毋須就下列各項作出賠償：
- (a) 每次及每宗損失的首港幣 \$250 (由水濕引致的損毀除外)；
- (b) 如屬由水濕引致的損失，每次及每宗損失的經評估損失的首 10% 或首港幣 \$250，以較高者為準；
- (c) 如屬本保單項目四 - 「樓宇結構保障」的索償，每次及每宗損失的首港幣 3,000 元，由火災或爆炸所導致的損失除外；
- (d) 儘管不保事項 2.(a) 及 2.(b) 有所規定，如屬項目一 - 「家居財物保障」有關油漆、牆紙及類似物品的損毀事故，每次及每宗損失的經評估損失的首 10% 或首港幣 \$1,000，以較高者為準。
- 上述自負金額並不適用於項目三 - 「業主法律責任保障」。
3. 本公司將不會保障任何損失，若受保住所或受保住所的任何部份：
- (i) 分段租予或分租予任何其他人士；或
- (ii) 出租或分段租予或分租予受保人家人；或
- (iii) 用作社交活動、家庭、私人及娛樂以外的用途。
4. 若受保住所屬於任何禁止有關住戶主出租予任何其他人士的房屋計劃或相類似計劃下的住所，本公司將不會保障任何損失。
5. 若租賃合約在發生受保事故時並非有效，本公司將不會保障任何損失，除非只獨立投保項目四及項目三，並沒有與項目一至項目二同時投保。
6. 任何由以下情況直接或間接引起、導致或關連的任何類形的財產 / 財物損失或損壞 (只適用於項目一、二和四)：
- 儘管本保單中有任何相反的規定，就傳染病、或就傳染病的恐懼或威脅 (無論是實際的還是察覺到的)，本保單不保任何直接或間接引致的、或由促成的、或由導致的、或由引起的、或與相關的任何損失、損害、責任、索賠、成本或費用，不論是否有任何同時或以順序形式促成的其他原因或事件。在不違反本保險包含的其他條款、條件和不保條款的前提下，本保險將就保單內指明的風險直接或間接導致的財產 / 財物的物理損害，及如有提供之 / 任何業務中斷 / 連帶業務中斷 / 任何其他間接損失，提供保障。
7. 就任何第三者責任或任何相關的費用及開支 (只適用於項目三)，若由以下情況直接或間接引起、導致或關連：
- 儘管本保單中有任何相反的規定，本保單不保任何因下述，直接或間接引致的、或由促成的、或由相關的、或以任何方式涉及的、或由之引起的任何的損失、損害、責任、成本、罰款、罰金或其他任何金額，不論該等是實際的還是察覺到的：
- 冠狀病毒 (COVID-19)，包括其任何突變或變異；或
 - 由世界衛生組織、或其他政府或準政府公共衛生機構，實體或服務機構進行的聲明、分類、表徵、提及或以其他形式宣傳的流行病或大流行病。
- 本保單的所有其他條款、條件和不保條款均保持不變。惟上述除外條款不適用於為滿足《僱員補償條例》和《建築物管理 (第三方風險保險) 條例》規定的強制性保險要求而所提供的任何保障，也不適用由國際救援 (亞洲) 公司所提供的任何服務，若有關服務顯示在附表中時。
8. 財產網絡及數據不承保條款
- (a) 儘管本保單或任何批單中有任何相反的條款，本保單並不承保任何直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、成本或費用：
- (i) 除非符合本條款第 2 點的規定，因任何損失、更改、損壞或、可用性、操作性或功能降低的「電腦系統」
- (ii) 因喪失使用、功能降低、維修、更換、恢復或複製任何「資料」，包括與該「資料」價值相關的任何金額；
- 不論此等損失乃同時或以任何其他次序導致任何其他原因或事件。
- (b) 在不違反本保險包含的其他條款、條件和不保條款的前提下，本保險將承保原保單內指明的風險直接或間接導致的財產 / 財物的實際損失，以及以下任何風險直接引起或直接由始造成的時間要素損失：
- 火災、閃電、爆炸、飛機或車輛撞擊、墮落的物體、暴風、冰雹、龍捲風、旋風、颶風、地震、火山噴發、海嘯、洪水、凍結、或冰雪重壓
- (c) 如本條款的任何部分被視為無效或無法執行，則其餘部分仍具有完全的效力及有效。
- (d) 本條款如與本保單或任何批單的任何其他與「資料」有關的詞彙有相抵觸，則本條款將取代該詞彙。
9. 儘管在保單或背書對任何所述的條款構成相反之部份，藉此同意倘若承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下的制裁、禁止或限制，或使本公司受制於歐洲聯盟、英國或美國的貿易或經濟制裁、法律或法規，本公司則不得被視作提供保障，且本公司並無責任據此支付任何索償或提供任何保障。

定義

「樓宇」

意指受保住所的樓宇及其車房、外在附屬物及牆、業主的固定裝置、裝配及室內裝修，但不包括地基、排水系統、非法結構或建築或附屬建築物。

「傳染病」

意指可以通過任何物質或媒介，從任何生物體傳播到另一生物體的任何疾病，其中：

- (a) 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體，無論是否視為活體，及
- (b) 無論是直接傳播還是間接傳播，傳播方法包括但不限於空中傳播、體液傳播、從任何表面、物體、固體、液體或氣體或生物體之間的傳播，及
- (c) 該疾病、物質或媒介可能導致或威脅對人類健康或人類福祉帶來損害，或可能導致或威脅到財產 / 財物的損害、劣化、或其價值、市場值及或使用的損失。

「電腦系統」

意指任何由受保人或任何其他方擁有或經營的電腦、硬件、軟件、通訊系統、電子裝置 (包括但不限於智能手機、手提電腦、平板電腦、可穿戴式裝置)、伺服器、雲端或微控制器，包括任何類似上述的系統或任何配置，並包括其任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設備。

「資料」

意指經由「電腦系統」使用、存取、處理、傳輸或儲存的形式記錄或傳輸的信息、事實、概念、程式碼或任何其他任何種類的信息。

「香港」

意指中華人民共和國的香港特別行政區。

「房屋計劃」

意指由香港房屋委員會、香港房屋協會或其他香港司法機構提供包括但不限於公共房屋、中轉房屋、居者有其屋計劃、租者置其屋計劃、住宅發售計劃、夾心階層住屋計劃及相類似的房屋。

「家居財物」

意指列明於租賃合約上傢俬 (不論固定於牆上與否)、家居用品、由受保人擁有的電器、牆漆、牆紙及類似物品、以及受保人安裝或進行並存放於受保住所的固定裝置、裝配及室內裝修，惟不包括：

- (a) 契約、債券、匯票、期票、現金票據、郵票、藏品、手稿及電腦記錄；
- (b) 家畜、寵物、植物、園林及類似物品；
- (c) 樓宇結構或天花的任何項目；
- (d) 外露的電視及收音機天線、天線裝置、天線杆及天線塔、水管、排水系統及線路；
- (e) 置於走廊、露臺、天井、陽臺、前庭及一般在戶外的財物。

就此而言，固定裝置、裝配及室內裝修包括但不限於地板、假天花、門、閘及窗。

「受保人」

意指承保表上以「受保人」名稱所示的人。

「受保人家人」

意指受保人的父母、兄弟姊妹、配偶、子女及親屬。

「受保住所」

意指於承保表中列明的地點，位於香港僅由受保人擁有及出租予租客而無任

何進一步分租的私人住所，除非本公司在項目四 - 「樓宇結構保障」中另有聲明並予以接納；另該住所須全以磚、石及混凝土建成、蓋有混凝土興建的屋頂且維修狀況良好。

「物品」

意指一件、一對或一套物品。

「業主」

意指受保人於租賃合約上列明為業主，並出租受保住所予租客。

「家居財物 / 樓宇破壞的損失或損毀」

本保單所保障的財產損毀是指有關財產物質的有形損毀。財產物質的有形損毀不包括數據或軟件的損毀，特別是由於原先結構的刪除、損壞或結構變形而使數據、軟件或電腦程式有任何破壞性改變。因此，本保單不保障下列各項：

- (a) 數據或軟件的遺失或損毀，特別是由於原先結構刪除、損壞或變形而使數據、軟件或電腦程式有任何破壞性改變，及因此引致的任何業務中斷的損失。儘管本定義另有所指，因受保財產物質的有形損毀而直接導致的數據或軟件損失或損毀則會受到保障；
- (b) 由於數據、軟件或電腦程式的功能、備用性、使用幅度或存取能力受損而導致的遺失或損毀，及因此引致的任何業務中斷的損失。

「保險期」

意指於承保表中列明的保險期。

「租金」

意指租客根據租賃合約所列明之條款及細則向業主繳付之每月租金。

「承保表」

意指隨本保單附上並構成本保單一部份的保單承保表。

「自殺」

本保單下的自殺是指租客透過從高處躍下、上吊、割腕或燒炭方式自殺，而有關行為獲香港特別行政區政府發出的文件證實。

「投保額」

意指按重建價值釐定及由受保人申報項目四 - 「樓宇結構保障」的投保額，並明列於承保表內。投保額受本保單內償付基準及分攤等條件的約束。

「租客」

意指於租賃合約上訂明為租客向業主租住受保住所。

「租賃合約」

意指受保人作為業主與租客就出租受保住所而協議簽訂的一份具有效力並已加蓋印花的書面租賃合約。該租賃合約須符合所有相關的法例及監管要求。

「時間要素損失」

意指營業中斷，或連帶營業中斷或任何其他相應損失。

條件

I. 詮釋

本保單及承保表須作為一份合約一併閱讀，在本保單或承保表任何部份所附加特別意義的字眼或詞句，在每次出現時應附帶該意義。

II. 修改

受保人應就對本保單所保障的風險有重大影響或任何超過連續 60 日的任何變動，即時向本公司發出書面通知。

III. 償付基準

- (a) 在項目一 - 「家居財物保障」(包括項目一的額外保障)下，索償時毋須扣除自然損耗及折舊，惟衣服及家居布製品則除外；另所付費用僅用作更換或復原至與原本相近但並不會較全新時為佳的狀況。
- (b) 在項目四 - 「樓宇結構保障」下，索償時毋須扣除自然損耗，惟
 - (i) 樓宇的維修狀況必須良好；
 - (ii) 所有所需的維修或更換需予以進行及並無不當延誤；

- (iii) 樓宇於蒙受損失時的投保額須相當於不少於重建樓宇以使其形態、格調及狀況與全新時一樣的費用，否則償付基準將以賠償基準處理。

IV. 成對或成套

倘若任何受保項目包含一對或一套時，則本保單不會賠償多於任何損失部份的價值，亦不會考慮該項目在作為一對或一套時的特別價值，更不會賠償超過其在該一對或一套中按比例計算出來的受保價值。

V. 分攤

就項目四 - 「樓宇結構保障」而言，若發生損失或損毀情況，而投保額低於重建樓宇成本的十足價值，受保人將被視為有關差額的保險人，並須按比例承擔損失。受本條件所約束，項目四 - 「樓宇結構保障」的投保額須獨立申報。損失或損毀的可收回總額不會超過項目四 - 「樓宇結構保障」的投保額。

VI. 預防損失

受保人必須採取所有尋常合理的預防措施，以避免意外及損失，以及遵守所有法定責任與任何主管當局所訂明的法規。受保人亦必須嚴格遵守大廈公契或任何其他法定規則。

VII. 欺騙

如任何索償是以欺騙或蓄意誇大方法提出，或有任何虛假聲明或陳述，本保單將會作廢及不會給付賠償。

VIII. 索償

如出現任何可能根據本保單提出索償的情況，受保人、受保人家人或受保人代表：

- (a) 應就有關情況即時向本公司發出書面通知，並按本公司合理要求的形式及性質，向本公司提供所有有關證書、報告、資料及證明，以讓本公司盡快確定其責任，惟費用概由受保人承擔。
- (b) 如屬本保單項目一 - 「家居財物保障」(包括項目一的額外保障)的索償，應於事件發生後 31 日內向本公司發出索償通知，否則，本公司將不會就有關損失承擔任何責任。本公司有權要求受保人提供與租客簽訂的租賃合約副本，以便利索償評估。受保人應採取一切可行的措施討回損失的財產。受保人在發現因爆竊或盜竊導致任何損失後，須立即通知警方。
- (c) 如屬本保單項目二 - 「租金損失」的索償，應由租客欠租起計 31 日內向本公司發出索償通知，否則本公司將不會就有關損失承擔任何責任。此外，應提供受保人與租客簽訂的租賃合約副本，以便利索償評估。若損失是因租客被謀殺或自殺所引致，亦須進一步提供保單報告。
- (d) 如屬本保單項目三 - 「業主法律責任保障」的索償，應於每次收到與本保單索償有關的任何信件、申索狀、傳票或法律程序文件後，應立即將該文件告知或送交本公司，在未獲得本公司的事先書面同意下不應承認任何責任、作出要約、答應、付款或賠償。

IX. 代位權 / 免除責任

本公司有權：

- (a) 以受保人的名義，接手處理就針對受保人所提出的任何索償並進行抗辯、和解，或在任何索償、賠償、損毀或其他方面，以受保人的名義因應本公司的利益進行起訴，而受保人應按本公司提出的要求，提供一切有關資料和援助；
- (b) 就因同一原因或起因而直接或間接引起的一宗或多宗事故所引致針對受保人的一項或多項索償，於任何時間向受保人支付項目三 - 「業主法律責任保障」所適用之責任限額中載列的金額(扣除用作賠償並已經支付的任何款項)或任何可解決有關索償的較少金額；而在賠付後，本公司將放棄有關賠償的行為及對有關賠償的控制，且毋須根據項目三 - 「業主法律責任保障」就有關索償承擔任何進一步責任。

X. 不能轉移的受保人利益

除非有明確陳述，此保單並不賦予受保人以外人士，向本公司作出索償的權利。再者，除了因為死亡或因法律原因而將利益轉移，否則本公司在轉移受保人利益的情況下不須受到束縛，除非及直至本公司以書面形式宣佈本保單會被延續。本公司就除受保人以外任何人士之利益所延伸的責任，將不會給予此類人士根據本保單進行索償的權利，而受保人應於任何情況下代表該人士進行索償，其從本公司收訖賠款，將成為本公司就有關索償完成責任的證明。

若受保人身故，本公司亦會根據項目三 - 「業主法律責任保障」的條款及限制，就受保人引致的責任向受保人的合法遺產代理人作出賠償，但該遺產代理人須猶如受保人般遵守和履行本保單的條款、條件及不保事項，並受該等適用條款所規限。

XI. 保費

如選擇以信用卡作為付款方式，本保單的保費將根據承保表所示的收款日期從受保人的指定戶口中扣取。本公司保留更改收款日期之權利而毋須事先給予通知。

如付款方式為按年以信用卡付款，受保人可要求更改其繳付保費的指定信用卡賬戶，方法為填妥更改付款資料申請表，並於保單屆滿日期前交回本公司。在確認已設立新的指定賬戶後，本公司將於下一年度的收款日期從該賬戶中收取保費。

就任何終止或更改本保單，本公司將按每保單收取港幣 \$400 的最低保費，然後在有餘下保費的情況下將餘下款額退回受保人。

XII. 續保

如選擇以信用卡作為付款方式，在本公司核保後，保單將於成功收取續保保費後每年自動續保，除非本公司於有關收款日期前收到終止保單的書面通知。

如付款方式為按年以信用卡支付，來年的續保保費將按續保文件上所列明的收款日期由受保人指定的賬戶中自動扣取。

XIII. 取消

本公司可取消本保單，並將會以掛號信形式，向受保人最後登記的地址發出七 (7) 日通知以取消本保單。受保人亦將按比例獲退回保險期未屆滿項目的已付保費。受保人亦可發給本公司七 (7) 日書面通知以取消本保單。在此情況下，本公司將按慣常採用的短期保費率計算保單至有效期結束前的應收保費，然後把餘下保費退回受保人，惟受保人須在該保險期內沒有作出索償為準。

XIV. 司法權

本保單受香港法律約束並據其解釋。爭議雙方同意接受香港法院的專有司法裁判權管轄。

XV. 仲裁

凡因本保單所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括保單的存在、效力、解釋、履行、違反或終止，或因本保單引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁員人數為一名。仲裁程式應按照英文來進行。若本公司拒絕就本保單項下的任何索賠向受保人承擔責任，而受保人並無把該項索賠在拒絕該項索賠起計十二個月內根據本仲裁條款提交仲裁，則就各方面而言該項索賠將被視為已經放棄及不能追討。

XVI. 其他保險

倘若受本保單所保障的事件發生時，有其他保單保障相同或部份相同責任時，本公司將不會就該事件支付或分擔多於按比例計算而應付之金額。就項目三 - 「業主法律責任保障」而言，本保單不應用作分擔任何損失，而只應在其他保險未能作出償付的情況下作出賠償。

XVII. 第三方權利

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

XVIII. 估價

本保單條款內容以中文及英文載錄。倘若中文內容及英文內容互有衝突或不一致之處，均以英文內容為準。



CLAUSES AND WARRANTIES (For PRUChoice Home, Home Deluxe, Home Landlord)

(Unless expressly mentioned in the Policy Schedule hereto the Clauses enumerated below Form No Part of The Terms and Conditions of This Policy)

Clause No.

A.13 Mortgagee Clause

Loss if any under this policy shall be payable to the Mortgagee/s Assignee/s named in the Schedule of the Policy to the extent of their interest.

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

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts deeds transfers assignments instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

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

The Company reserves the right to cancel this policy at any time as provided by the terms thereof but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and the Company shall have the right on like notice to cancel this agreement.

A.19 Reinstatement Value Insurance Clause

It is hereby agreed that in the event of property insured under Building Section of the within policy being destroyed or damaged the basis upon which the amount payable under (each of the said Section of) the policy is to be calculated shall be reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean :-

The carrying out of the aftermentioned work namely :

- (a) Where property is destroyed the re-building of the property if a building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average namely: If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insured for the excess and shall bear a ratable proportion of the loss accordingly.

5. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction of damage to any property insured hereunder behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the policy including any Condition of Average therein as if this memorandum had not been incorporated therein.
7. This clause does not apply to any machinery which is 3 years old or above.

Landslip And Subsidence Endorsement

Loss of or damage to the property insured directly caused by subsidence of the site or landslip occurring within the period stated in the schedule but excluding:

- (i) Loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences.
 - (a) Coastal erosion
 - (b) Heave
 - (c) Bedding down of structures or the settlement of made up ground within ten years of the completion of such works
- (ii) Loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip
- (iii) Unless otherwise specifically insured the cost of removal subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- (iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) Consequential loss or damage of any kind or description.
- (vi) The first HK\$10,000.00 or 10% (ten percent) of each and every loss whichever is the greater as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this policy.

Warranted :-

- (1) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- (2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office Civil Engineering Department Hong Kong.
- (3) The Insured shall notify the Company immediately :
 - (i) any excavations are commenced beneath around or in the vicinity of the insured property.
In such event the Company shall have the right to vary or cancel the cover provided under this policy.
 - (ii) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.

Subject otherwise to the terms exceptions and conditions of this policy.