



Liberty
Insurance™

Home Protector Plus Insurance Policy

Please read this Policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this Policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this Policy will render this Policy voidable.

請小心查閱此保單，如有任何錯漏，請即於出保單日後十四天內擲回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提供之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，會導致此保單無效。

Liberty International Insurance Limited 利寶國際保險有限公司

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The policy, schedule and any endorsements should be read as if they are one document. Please read the document carefully. If it is not in accordance with your intentions, please return it immediately for alternation.

The policy is a contract between you and us. The proposal form and declaration signed by you is the basis of the contract. This is a legal document and should be kept in a safe place.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the policy are kept.

This Policy shall not be in force unless it has been initialed in the Schedule by an authorized person.

PART I - DEFINITIONS

The following terms, for the purpose of this Policy, shall have the below-mentioned meaning:

- 1) **Company** - Liberty International Insurance Limited.
- 2) **Damage** – Damage caused by accidental, violent and external means. But excluding Damage caused by a deliberate action of the Insured or the Insured's Family Members.
- 3) **Death** - Death occurs within 3 calendar months from the date of the accident.
- 4) **Excess** – The first part of a claim which the Insured must pay.
- 5) **Insured's Family / Family Members** - The Insured's spouse, parents, children, brothers and sisters who are permanently residing at Home.
- 6) **Home** - The building or the house or flat named in the Schedule in Hong Kong Special Administrative Region.
- 7) **Household Contents** - Furniture, fixtures, fittings, interior decoration, household goods and Personal Effects, the property of the Insured or for which he is legally responsible or the property of the Insured's Family Members permanently residing with him.
- 8) **Insured** - the person named as the Insured in the Schedule.
- 9) **Insured Person** - the full-time domestic helper named in the Schedule who is legally employed by the Insured and who is eligible for and covered by the insurance provided in this policy.
- 10) **Money** - Cash, checks, premium bonds, bankers draft, travelers checks, postal or money orders, gift tokens or voucher for non-commercial usage.
- 11) **Personal Documents** - Passport, Driving License, Identity Card and other means of traveling documents.
- 12) **Personal Effects** - Properties normally worn or used and in either case carried by the person in everyday life excluding spectacles, lens, Money and mobile/ portable radio, telecommunication or computer equipment including laptop computer, tablet, mobile phone or hand-held computer, pager, and their accessories.
- 13) **Permanent Total Disablement** - Disablement resulting directly solely and independently of other cause from injury during the Period of Insurance, which has lasted for an uninterrupted period of 365 days from the date of injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured and/or any of his Family Members' life, and which physically entirely and permanently prevents the Insured and/or any of his Family Members from engaging in or attending to all duties pertaining to his or her usual occupation, profession or business and all other comparable gainful activities for which the Insured and/or any of his Family Members is qualified for upon his or her education, experience and other faculty, the foregoing being duly certified by at least one legally qualified and registered medical practitioner.
- 14) **Policy** - The documents consisting of the Insured Proposal Form, this Policy jacket, the Insured's Schedule and any endorsement.
- 15) **Schedule** - The document which describes the Insured, the cover and limits and any details of the Insured's Policy that are specific to the Insured.
- 16) **Terms** - The terms exceptions and conditions contained herein or endorsed hereon.
- 17) **Valuables** - Jewelry, gold, silver, precious metals, watches, furs, antiques, pictures, works of art, sport equipment, stamps or coins belonging to the Insured or any member of the Family permanently (excluding the Insured Person) residing at Home.

PART II - COVERAGE (APPLICABLE ONLY IF SHOWN IN YOUR SCHEDULE)

SECTION 1 - HOUSEHOLD CONTENTS

(A) WHAT'S COVERED

The Company will subject to the Terms of the Policy and the limit of indemnity as specified in Part II – Section 1 – (C) – 2 indemnify the Insured by payment, repair, reinstatement or replacement of property against the following events:

- 1) Accidental physical loss of or Damage to Household Contents whilst contained in the Home provided that:
 - (a) the Company's liability in respect of any one article shall not exceed the limit as specified in Part II – Section 1 – (C) – 2;
 - (b) the single item limit and annual aggregate limit for Valuables shall not exceed the maximum amount as specified in Part II – Section 1 – (C) – 2;
 - (c) in respect of glass, crystal, china, porcelain, earthenware or stone or similar brittle items the maximum limit or indemnity during any one year shall not exceed the yearly limit specified in Part II – Section 1 – (C) – 2.
- 2) Reasonable costs of alternative accommodation actually incurred by the Insured for up to the maximum daily limit and the aggregate limit for any one year as specified in Part II – Section 1 – (C) – 2 if the Home is rendered uninhabitable due to loss or Damage covered by this Policy.
- 3) Accidental physical loss of or Damage to Household Contents happening in the course of or removal by professional removers between the Home and any new home of the Insured in Hong Kong subject to the maximum Limit of Indemnity and the item limit specified in Part II – Section 1 – (C) – 2.
- 4) Accidental physical loss of or Damage to Personal Effects and Valuables happening anywhere in the world provided that the same loss cannot be claimed under both Item 1) and 4) of this section and the Company's liability shall not exceed the limits specified in Part II – Section 1 – (C) – 2.
- 5) Money lost by theft or burglary at Home provided that the loss is reported to the police within 24 hours of its occurrence and the amount recoverable hereunder shall not exceed the limit specified in Part II – Section 1 – (C) – 2.
- 6) Reasonable cost of replacing damaged window, door locks and keys of similar, but not better quality, following burglary, theft or any similar attempt at the Home subject to the Limit of Indemnity as specified in Part II – Section 1 – (C) – 2.

- 7) In the event of burglary or theft happening at Home, indemnity will be provided up to the maximum limits as specified in Part II – Section 1 – (C) – 2 in respect of:
 - (a) the actual costs of fees necessarily incurred for the replacement of lost or damaged Personal Documents;
 - (b) losses due to unauthorized use of credit cards subject to the cardholders' compliance of all the terms and conditions under which the credit cards are issued and that the loss cannot be recoverable from any other source provided that the loss of Personal Documents and credit cards must be reported to the police and the credit card issuing authority within 24 hours of discovery.
- 8) If the Insured and the Insured's Family sustain bodily injury caused by burglars or robbers within the Insured's Home, the Company will pay the medical expenses resulting from such bodily injury up to the limit specified in Part II – Section 1 – (C) – 2.
- 9) Interior decorations and refurbishment work
The Company will pay up to the limit specified in Part II – Section 1 – (C) – 2 for the accidental loss of and Damage to the Household Contents during the period of decoration / refurbishment by contractors, provided that the period of decoration / refurbishment is no longer than two months made by owner.
- 10) The Company will pay up to the limit specified in Part II – Section 1- (C) - 2 the reasonable costs incurred in the removal of debris of the portion or portions of the Household Contents which have been accidentally damaged or destroyed.
- 11) Loss of or damage to Contents while temporarily removed from Your Home but within Hong Kong Special Administrative Region for storage, cleaning, renovation, maintenance, modification, repair, dyeing or other similar process up to the limit specified in Part II – Section 1- (C) – 2
- 12) The cost of replacing food and drinks which are spoilt in the freezer unit up to the limit specified in Part II – Section 1- (C) – 2 in respect of:
 - (a) Accidental breakdown of the refrigerating unit which is less than five (5) years old;
 - (b) Accidental failure of the electricity supply provided such failure is caused by accidental failure of public electricity supply at the insured premise.

(B) WHAT'S NOT COVERED

- 1) The Company will not pay for the first amount specified in Part II – Section 1 – (C) – 2 as Excess applicable to relevant policy sections in respect of any one accident.
- 2) The Company will not pay for loss or Damage caused by or attributable to or arising from:
 - (a) lack of maintenance, structural defect of the building;
 - (b) seepage of water except Damage by rain through openings made in the fabric of the building by the direct force of typhoon or windstorm;
 - (c) wear and tear, depreciation, moths, vermin, insects, damp, rust, rot, corrosion, the action of light, atmospheric or climatic condition, any process of dyeing, cleaning, repairing or restoring;
 - (d) electrical or mechanical breakdown or derangement;
 - (e) misuse or use contrary to manufacturers' instructions, inherent defect or faulty design in workmanship, materials, plan or specification;
 - (f) domestic animals belonging to the Insured;
 - (g) denting, chipping or scratching;
 - (h) any deliberate or malicious act of the Insured or his Family Members or domestic helper residing lawfully in the Home;
 - (i) theft in the Home if any part thereof is let or sub-let;
 - (j) theft from any unattended and unlocked vehicle or any open or convertible car with sun roof open;
 - (k) unauthorized use of credit cards by the Insured's Family Members;
 - (l) smoke caused by smog, agricultural or industrial operations or any gradual process;
 - (m) chewing, scratching, tearing or fouling by domestic pets for which the Insured's Family is responsible.
- 3) The Company will not pay for loss or Damage to:
 - (a) any part of the structure of the building;
 - (b) motor vehicles, watercraft, aircraft and mechanically and electrically propelled vehicles or cycles;
 - (c) sporting equipment whilst in use, spectacles and contact lenses, portable phones, pagers and their accessories;
 - (d) computer records, securities certificates and valuable documents;
 - (e) records, tapes, laptop computer, hand-held computer, compact laser disc and player and their accessories while away from Home;
 - (f) plant, living creatures;
 - (g) properties in the open including aerial fitting and similar outdoor installation;
 - (h) property used or held for business occupation or professional purposes;
 - (i) Household Contents when the Home is left unoccupied for more than 30 consecutive days without written consent from the Company unless the loss or Damage is caused by fire, lightning, explosion, earthquake, typhoon, windstorm and flood;
 - (j) Money and stamps, belonging to resident domestic helper(s);
 - (k) properties more specifically insured under another policy.

(C) BASIS OF SETTLEMENT AND LIMIT OF LIABILITY

1) Basis of settlement

The Company will settle the Insured's claim as explained below: -

- (a) i. Where the Damage can be economically repaired, the Company will either arrange or authorize repair.
- ii. Where the Damage or lost article can be replaced with an article of similar quality, the Company will either arrange or authorize replacement or replace as new with an article of similar quality.
- iii. Where the Company is unable to economically repair or replace the article with an article of similar quality, the Company will make a cash payment equal to an agreed replacement value.
- iv. Where the Company has offered repair or replacement but the Insured prefers a cash settlement, the Company will pay the Insured an amount equal to the amount the Company would have paid had the article been repaired or replaced.
- (b) For clothing and household linen, the Company may make a deduction for the wear, tear and depreciation.
- (c) For household furniture including: pianos and organs, household appliances including refrigerators, record players, radios, television sets and similar electrical property or domestic use, fixed and unfixed carpets, the basis of settlement will be the cost of reinstatement or repair to a condition substantially the same as but not better nor more extensive than their condition when new without any deduction for the wear, tear or depreciation.
- (d) In the case of loss of or Damage to any article or articles, whether scheduled or unscheduled, which are a part of a pair or a set, the measure of loss of or Damage to such article shall be the ratable proportion of the total value of the pair or the set, and in no event such loss or Damage be construed to mean total loss of the pair or the set.

2) Limit of liability

The maximum amount payable in respect of any one incident is subject to the following limits (less Excess):

Terms as defined in "What's covered" under Section 1	Maximum Claim Amount (HK\$)		
	Plan 1	Plan 2	Plan 3
1. Household contents	HK\$500,000/year HK\$50,000/article	HK\$1,000,000/year HK\$50,000/article	HK\$1,500,000/year HK\$100,000/article
-Subject to an Excess for each claim	HK\$250	HK\$250	HK\$250
- Valuables	HK\$150,000/year HK\$10,000/article	HK\$150,000/year HK\$10,000/article	HK\$250,000/year HK\$15,000/article
- Brittle items	HK\$5,000/year	HK\$5,000/year	HK\$5,000/year
2. Alternative accommodation	HK\$50,000/year HK\$1,500/day	HK\$50,000/year HK\$1,500/day	HK\$65,000/year HK\$1,500/day
3. Relocation (subject to an Excess of HK\$1,000 for each and every claim)	HK\$50,000/year HK\$30,000/article	HK\$50,000/year HK\$30,000/article	HK\$100,000/year HK\$50,000/article
4. Worldwide personal effects (subject to an Excess of HK\$500 for each and every claim)	Not Insured	HK\$5,000/year HK\$2,500/article	HK\$15,000/year HK\$5,000/article
5. Loss of money	HK\$2,000/year	HK\$2,000/year	HK\$3,000/year
6. Window and door locks	HK\$2,000/year	HK\$2,000/year	HK\$3,000/year
7. Credit card and personal documents	HK\$5,000/year	HK\$5,000/year	HK\$5,000/year
8. Medical expense	HK\$5,000/year	HK\$5,000/year	HK\$10,000/year
9. Interior decorations and refurbishment work	Not Insured	HK\$50,000/year HK\$3,000/article	HK\$100,000/year HK\$6,000/article
10. Removal of Debris	HK\$30,000/year	HK\$30,000/year	HK\$30,000/year
11. Temporarily Removal	HK\$50,000/year	HK\$50,000/year	HK\$50,000/year
12. Frozen Food and Drinks	HK\$5,000/year	HK\$5,000/year	HK\$5,000/year

SECTION 2 - PERSONAL LIABILITY

(A) WHAT'S COVERED

The Company will indemnify the Insured or any of his or her Family Members against all sums for which they shall become legally liable:

- 1) as private householders occupying the Home;
- 2) as owners of the Home;
- 3) in any other personal capacity in Hong Kong or worldwide during a temporary visit not exceeding 30 days in respect of:
 - (a) accidental bodily injury to any person,
 - (b) accidental loss of or damage to property

occurring at Home or anywhere in the world, including all costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the written consent of the Company.

The Company's liability under this section for all sums payable arising out of one occurrence or series of occurrence consequent to one source or original cause will not be more than HK\$5,000,000 per incident and per year. If the Insured or the Insured's Family Members claiming should die, the Insured, the Insured's Family Members or his/her legal personal representative will have the protection of this cover.

(B) WHAT'S NOT COVERED

The Company shall not be liable in respect of:

- 1) bodily injury to any person being a member of the Insured's Family or household or at the time of sustaining such injury engaged in the service of the Insured;
- 2) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's Family or household or of a person in the service of the Insured;
- 3) bodily injury or property damage arising out of or incidental to:
 - (a) any profession, business or employment;
 - (b) the ownership or use of lifts, elevators, hoisting equipment, motor vehicles, watercraft, aircraft.
- 4) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 5) nuisance or any deliberate act of any person whatsoever;
- 6) ownership or occupation of any land or building other than the Home specified in the Schedule;
- 7) any liability arising out of or caused by or in connection with the alteration of and/or addition and/or maintenance and/or repair to the Insured Premises;
- 8) repair or maintenance cost arising from wear and tear or making good of the Home irrespective of whether the Insured is legally liable for such costs under the terms of any tenancy agreement.
- 9) any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated.
- 10) (a) "Bodily injury, "property damage", medical payments, "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus / fungi" and or "spore(s)"; or
 - (b) any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigation or assess the presence or effects of any "fungus / fungi" or "spore(s)"; or
 - (c) any obligation to share with or repay any person, organization or entity, related in any way to items (a) and (b) above, regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

- "Fungus / fungi" includes, but is not limited to, any form or type of mold, mildew, mushroom, yeast, or biocontaminant.
- "Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus / fungi".

11) loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic, electric or electro-magnetic fields or radiation however caused or generated.

(C) JURISDICTION CLAUSE

The indemnity provided under this section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong Special Administration Region nor to obtain in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

SECTION 3 - PERSONAL ACCIDENT BENEFIT

If the Insured and/or any of his Family Members shall suffer Death or Permanent Total Disablement as a direct result of accidental fire, theft, robbery or burglary happening at Home, the Company will pay the Insured or his legal personal representatives the compensation of HK\$150,000 in respect of any one year. Where the event comprises more than one person, each person is entitled only to a proportionate share of the compensation applicable to this section.

SECTION 4 - DOMESTIC HELPER (OPTIONAL)

(A) WHAT'S COVERED

1) Employees' compensation

If the Insured Person shall sustain bodily injury or death by accident occurring or disease contracted during the effective period of insurance within Hong Kong and arising out of and in the course of his or her employment with the Insured, the Company will subject to the limit of indemnity and to the terms, exclusions and conditions contained in or endorsed on this Policy indemnify the Insured against his legal liability in respect of such bodily injury or death under the Employees' Compensation Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

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

2) Clinical expenses (applies to Plan B only)

Reimbursement of expenses incurred by the Insured Person up to HK\$150 per visit per day. Total maximum amount payable of clinical expenses per 12 months Period of Insurance is HK\$1,200.

3) Hospital and surgical expenses (applies to Plan B only)

The Company agrees that if as a direct result of bodily injury occurring or sickness contracted and commencing during the Period of Insurance the Insured Person is confined in a hospital on the recommendation and approval of a registered medical practitioner, the Company will subject to written Employment Contract and receipt of satisfactory proofs pay to the Insured necessary expenses in respect of doctors' visits and hospital services (inclusive of surgical expenses) including all daily room and board expense incurred by the Insured Person whilst as an inpatient of a hospital but not exceeding HK\$300 per day.

All surgical expenses incurred by the Insured Person for surgical procedures performed in the hospital during confinement shall not exceed HK\$12,000 for each surgery. The overall limit of hospital and surgical expenses during any one year shall not exceed HK\$20,000.

Waiting period: Benefits under this Section shall only be payable in respect of the illness contracted after a period of 14 days from the commencement date of this Policy.

4) Repatriation expenses (applies to Plan B only)

The Company agrees to indemnify the Insured subject to written Employment Contract to repatriate the Insured Person to his/her home country before the expiry of the Insured Person's term of employment under the following circumstances:

(a) In the event of the Insured Person's death, the actual cost incurred in returning the remains, subject to a maximum limit of liability of HK\$10,000 in any one period of insurance.

(b) In the event of a registered medical practitioner certifying the Insured Person to be medically unfit to complete the term of the Contract of Employment with the Insured, the Company will pay the cost of an economy class air fare from Hong Kong to the Insured Person's home country, subject to a maximum limit up to HK\$10,000 in any one period of insurance.

5) Insured Person's Personal Effects (applies to Plan B only)

Accidental physical loss of and damage to the property of the Insured Person will be covered under the terms and conditions set out under Part II - Section 1 - Household Contents.

The maximum claim is HK\$10,000 per policy period. The sub-limit is HK\$2,500 per article. An Excess of HK\$500 of each claim shall apply. The Excess will not contribute towards the claim limit.

6) Insured Person's liability (applies to Plan B only)

The Company will indemnify the Insured Person against legal liability to a third party up to the maximum limit of HK\$250,000 arising from the Insured Person's negligence in the course of employment, subject to the third party property damage Excess HK\$500 for each and every loss. The sub-limit of third party property damage is HK\$5,000 per article.

(B) WHAT'S NOT COVERED

1) The Company shall not be liable under "Employee's compensation" in respect of:

- (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (b) any liability arising from Pneumoconiosis or Noise-Induced Deafness;
- (c) any late payment, surcharge, fines, penalties or punitive aggravated to exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance.

2) Under "Hospital and surgical expenses", the Company shall not be liable for the first HK\$300 of a claim in respect of any one accident, injury or confinement.

3) No payment shall be made under "Hospital and surgical expenses" and "Repatriation expenses" in respect of:

- a) Bodily injury or sickness caused directly or indirectly, wholly or partly by:
 - (i) self-destruction or intentional self-inflicted injury or any attempt thereat, whilst sane or insane;
 - (ii) any violation or attempted violation of the law or resistance to lawful arrest;
 - (iii) motorcycling as a passenger or driver, mountaineering or racing (other than on foot); engage in hazardous sports or activities;
 - (iv) the Insured Person engaging in air travel, except as a fare-paying passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
 - (v) pregnancy, miscarriage or childbirth or complications therefrom;
 - (vi) mental or nervous disorders, chronic alcoholism, drug addiction, pulmonary tuberculosis after diagnosis as such;

- (vii) cosmetic surgery unless due to injury, general check-up, physical therapy, convalescence or rest care;
 - (viii) installation and cost of hearing aids, eye examination for the correction of vision or fitting of glasses;
 - (ix) bodily injury or sickness sustained or infirmity existed prior to the date of commencement of the Policy;
 - (x) dental care or surgery unless due to injury;
 - (xi) infertility or complications therefrom; and
 - (xii) sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex).
- b) Any injury by accident or disease sustained outside Hong Kong.
- c) Any person who is not an employee of the Insured within the meaning of the Employees' Compensation Ordinance.
- 4) Terrorism Endorsement (E.C.):
- Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
- (a) the Policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
 - (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
 - (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.
 - (d) subject always to the exceptions and conditions of the Facility Agreement, this Policy shall not cover any difference in limits between the minimum cover required under the Employees' Compensation Ordinance and the limits provided by this Policy, its endorsements or extensions.
- For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and / or to put the public, or any section of the public, in fear.
- If the Company alleges that the loss falls within the scope of this clause, the burden of proving the contrary shall be upon the Insured.
- In the event any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Words and phrases in this clause shall have the same meaning as in the Policy.

PART III: GENERAL EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

- 1) Sanction Limitation and Exclusion Clause
- 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 any jurisdiction applicable to The Company.
- 2) Industries, Seepage, Pollution and Contamination Clause (Not Applicable to Section 3)
- This Policy does not cover:
- (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 shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination, is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance.
 - (b) the cost of removing, nullifying or cleaning-up seepage, polluting or contamination substances unless the seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance.
 - (c) fines, penalties, punitive or exemplary damages.
- This exclusion shall not extend this policy to cover any liability which would not have been covered under this policy had this exclusion not been attached.
- 3) War and Civil War Exclusion Clause (Not Applicable to Section 4)
- This Policy does not cover any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- 4) Terrorism Exclusion Endorsement (Not Applicable to Section 4)
- This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- For the purpose of this exclusion, 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 exclusion 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 to any act of terrorism.
- If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the loss shall be upon the person claiming to be indemnified.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) Total Asbestos Exclusion Clause (Not Applicable to Section 3)
- This Policy 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 or contributed to or aggravated by asbestos in whatever form or quantity.

6) Information Technology Clarification Agreement Clause (Not Applicable to Section 3 and Section 4)

This Policy does not cover:

- (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 exclusion, 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.

7) Radioactive Contamination Exclusion Clause (Not Applicable to Section 3 and Section 4)

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof;
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

8) This Policy does not cover any claim occasioned by or through or in consequence directly or indirectly of confiscation or detention by customs or other officials or authorities.

9) This Policy does not cover any loss or damage caused by or resulting from unexplained or mysterious disappearance.

10) This Policy does not cover consequential loss or damage of any kind except as otherwise provided for in this Policy.

PART IV: GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1) Identification

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 specific meaning wherever it may appear. In this Policy any reference to the singular will include the plural and vice versa and any reference to one gender will include the other gender.

2) Mis-statement or fraud

Any false statement made by the Insured in the application of this insurance or making a false or fraudulently inflated claim shall entitle the Company to repudiate liability and all covers under this Policy shall be forfeited.

3) Right to return policy

If for any reason the Insured is not satisfied with this Policy, it may be returned to the Company within 15 days after receipt. Any premium already paid will be refunded. In such event, this insurance shall be deemed to have been void from the commencement date of this Policy and the Company shall not be liable to pay any claim.

4) Reasonable precautions

The Insured shall use all reasonable diligence and care to keep the premises and property in a proper state of repair and additional precautions to be taken for the prevention of injury loss or damage as the circumstances may require and the Company shall not be liable for any claim caused by a defect which the Insured has failed to remedy after having received notice of such defect whether from the Company or any person or public body.

5) Alteration in risk

Unless the written consent of the Company has been obtained before the occurrence of any claim, the insurance ceases to attach if there is any alteration in the Home or any circumstances which will increase the risk to loss or damage or legal liability covered under this Policy.

6) Jurisdiction clause

The indemnity provided under this Policy shall not apply in respect of any judgment which is not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong Special Administrative Region.

7) Termination

This Policy may be terminated or shall be deemed to have been void automatically:

- (a) at any time by the Insured on written notice being given to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force or the customary minimum premium;
- (b) by the Company on seven days' written notice being given to the Insured's last known address, in which case the Company shall repay a ratable proportion of the premium for the unexpired period of insurance;
- (c) if the initial premium is not paid, insurance cover shall be deemed to have been void automatically from the commencement date of this Policy and the Company shall not be liable to pay any claim hereunder.

8) Notification of claim

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

- (a) give immediate notice in writing to the Company;
- (b) give immediate notice to the Police if there has been theft or any attempt thereat;
- (c) at the Insured's own expense supply the Company with full particulars in writing as soon as possible not later than fourteen days after the occurrence of the event;
- (d) send to the Company any written summons or other legal process issued or commenced against the Insured and the Insured shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
- (e) not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the Company's consent;
- (f) give the Company all such information as may reasonably require.

9) Other insurance (Not Applicable to Section 3)

If at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this policy is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance.

10) Indemnity to other persons

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

11) Claims disposal

In respect of liability claims, the Company is entitled to pay at any time to the Insured the full amount of the limit of Indemnity or any lesser amount for which any 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 this Policy in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

12) Subrogation

The Insured shall at the request and at the expense 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 providing indemnity for any claim covered under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

13) Legal requirements warranty (Not Applicable to Section 3 and Section 4)

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of

- a) Fire Service Department, and/or
- b) Labor Department, and/or
- c) Dangerous Goods Ordinance, and/or
- d) Factories and Industrial Undertakings Ordinance, and/or
- e) Any other statutory obligation, including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by endorsement on this policy.

14) Unpaid premium

Upon the payment of a claim under this Policy, any unpaid premium may be deducted from such claim payment.

15) Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

16) Rights of Third Parties 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.

International SOS (HK) Ltd Worldwide Assistance Services

Liberty shall make available the following services to the Insured in the event of an emergency when he/she is in Hong Kong SAR. The Insured can contact International SOS (HK) Ltd ('SOS') 24 hours a day, 7 days a week at the following telephone number for assistance. The following services are purely on referral or arrangement basis only. Liberty and SOS shall not be responsible for any third party expenses, which shall be the Insured's responsibility.

(852) 2970 2003

1. Locksmith assistance

In the event the Insured is locked out of his/her home and he/she contacts SOS, SOS will assist the Insured by providing referral information for a locksmith to the house. SOS will arrange for a housecall, if necessary and upon the Insured's request.

2. Baby sitting care assistance

Upon the request of the Insured, SOS will assist the Insured by providing referral information to baby sitting agency and information on their charges.

3. Home nursing care assistance

Upon the request of the Insured, SOS will assist the Insured by providing referral information for a registered nurse to provide nursing care to the Insured at his/her home.

4. Housecall / Dental referral assistance

SOS shall provide the name, address, telephone number and, if requested by the Insured and if available, office hours for dentists and dental clinics. SOS can also assist in arranging housecall, if necessary and upon Insured's requested.

5. Plumbing assistance

Should the Insured's home plumbing be clogged or a leak has sprung and he/she contacts SOS, SOS will assist the Insured by providing referral information for a plumber to the house. SOS will also assist in arranging for a housecall, if necessary and upon the Insured's request.

6. Electrical assistance

In the event of an electric power failure or short circuit in the Insured's home, SOS will provide referral information to electricians to the house. SOS will also assist the Insured in arranging for a house call, if necessary and upon the Insured's request.

7. Air-conditioner engineer assistance

In the event the air conditioner in the Insured's home is not functioning, SOS will provide referral information regarding an air conditioner engineer and assist the Insured by arranging for a housecall, if necessary and upon the Insured's request.

8. Television repair assistance

In the event the television set in the Insured's home is not functioning, SOS will provide referral information regarding a television mechanic and assist the Insured by arranging for a housecall, if necessary and upon the Insured's request.

9. Washing machine repair assistance

In the event the washing machine in the Insured's home is not functioning, SOS will provide referral information regarding a mechanic and assist the Insured by arranging for a housecall, if necessary and upon the Insured's request.

10. Refrigerator repair assistance

In the event the refrigerator in the Insured's home is not functioning, SOS will provide referral information regarding a mechanic and assist the Insured by arranging for a housecall, if necessary and upon the Insured's request.

11. Pest control assistance

In the event the Insured requires assistance for pest control or pest prevention for his/her home, SOS will provide referral information on the service providers and information on their charges. SOS will also assist the Insured in arranging for a housecall, if necessary.