
HOME INSURANCE POLICY

The proposal and declaration made by You shall be the basis of this contract. You are obliged to pay the premium stated in the Schedule as consideration for this insurance.

This Policy together with the enclosed Schedule and any Endorsements subsequently issued should be read as if they are one document and form the contract between You and the Company. When it expires it may be renewed.

This Policy has been arranged on the basis of the information supplied by You to Us. It may be that We would decline your claim under this Policy if any statements or any part thereof made to Us were not entirely truthful and frank.

Please examine this document and the Schedule, and if they do not meet your requirements, or if any information is not correctly stated, kindly return the documents at once to the office which issued them and ask for the corrections to be made.

Please do not hesitate to contact the Company if You are in any doubt. We are always happy to assist You on all insurance enquiries You may have.

DEFINITIONS

Certain words in the Policy have specific meanings. These meanings are given below. Whenever these words are used, this is what they mean.

“Accidental Loss (of) or Damage (to)” means: -
physical loss or damage caused by an inevitable, unusual, unforeseen, and unexpected event, which independent of any other cause is the sole and direct cause of the loss and damage. Intentional loss or damage is excluded.

“Accident” means: -
an accident or a series of accidents arising out of one event.

“Bodily Injury” means: -
bodily injury caused solely and directly from accidental, external, violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

“Chinese Medicine Practitioner” means: -
a person other than You or your family members who is a practitioner duly qualified and legally registered under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) to practise Chinese medicine in Hong Kong.

“Contents” means:-
all your Fixtures and Fittings, furniture (including pianos), furnishings, household goods and appliances (including household appliances hired by You or Your Family), Personal Effects, Valuable Property, but excluding:

- a) motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
- b) livestock, pets and animals;
- c) growing crops and plants;
- d) watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- e) aircraft or any aerial or spatial device and their accessories and spare parts including but not limited to satellite antennae, external television and radio antennae aerials fittings masts and towers, drone;

- f) mobile/portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
- g) property in the course of removal or transit;
- h) Specially Held Items;
- i) loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list;
- j) deeds, bonds, bills of exchange, promissory notes, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, lottery tickets, records or computer records or software, Money, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;-
- k) Contents contained in or on balcony, patio, terrace, roof, veranda, forecourt or backyard of your Home or in the open generally;
- l) any part of the structure of your Home;
- m) drains and pipes;
- n) Fixtures and Fittings not owned by You;
- o) unauthorized building works or constructions or structures.

“Domestic Helper” means: -
the domestic helper(s) named under Domestic Servants section in the Schedule and unnamed domestic helper(s) in other sections who is legally employed by You or Your Family for working at your Home and is eligible for and covered by the insurance provided under this Policy.

“Eligible Household Appliances” means:-
Room air conditioners, refrigerators, washing machines, dehumidifiers, televisions, storage type electric water heaters, gas cookers and gas instantaneous water heaters.

“Energy Label Product” means:-
Any of the Listed Models of Prescribed Products as defined under the Energy Efficiency (Labelling of Products) Ordinance, Chapter 598 of the Laws of Hong Kong.

“Excess” means: -
the first amount of any claim which You must bear as You are not insured for this amount.

“Fixtures and Fittings” means:-
All your interior decoration and non-structural elements that are permanently installed or attached within your **Home**, including:
a) floor tiles, doors (with frames), windows (with frames), wall coverings, ceiling fixtures, bathroom suites, fitted kitchens, fitted wardrobes, fitted cabinets, and fitted carpets;
b) Items designed to remain with the **Home** if it is sold or vacated; but excluding electrical appliances, standalone furniture, loose carpets, and any removable item.

“Geographical Area” means: -
worldwide excluding USA and Canada.

“Geographical Limits” means: -
a) Hong Kong and/or Macau
b) worldwide in respect of temporary visits with each visit not exceeding 60 consecutive days. For this purpose, visit means a round trip commencing in Hong Kong.

“Home” means: -

the private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete, located at the Situation stated in the Schedule.

“Hong Kong” means: -

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

“Hospital” means: -

an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- a) has organised facilities for diagnosis, treatment and major surgery;
- b) provides 24 hours a day nursing services by registered nurses;
- c) is under the supervision of one or more Registered Medical Practitioners; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

“House” means:-

the structural elements of your **Home**, including:

- a) fabric walls, paint on walls, flooring, doors (with frames), and windows (with frames);
 - b) permanent installations related to the structure, such as skirting, fixed glass, sanitary fixtures, water pipes, and electric cables/wiring;
 - c) outbuildings used for domestic purposes;
 - d) permanent outdoor structures, including swimming pools, tennis courts, patios, terraces, hedges, fences, gates, paths, and driveways;
- but excluding retaining walls, foundations, drains, or illegal structure, construction or outbuilding.

“Insured Person” means: -

the Insured Person(s) named under Personal Accident Section in the Schedule, for whom this insurance has been arranged.

“Money” means: -

cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, Octopus Card, Octopus watches, or any kind of electronic money (including losses due to unauthorised use of Octopus Cards/watches or any kind of stored-value devices or electronic money after robbery or theft) all held for social or domestic purposes.

“Noise-Induced Deafness” means: -

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

“Partner” means: -

someone with whom You live in a relationship equivalent to marriage, whether of the same or opposite gender.

“Period of Insurance” means: -

the period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

“Personal Effects” means: -

articles of personal use specifically designed to be worn or carried, belonging to You or any member of Your Family, but excluding:

- a) property more specifically insured under another insurance policy.
- b) deeds, bonds, bills of exchange, securities, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, business, professional or trade goods or equipment;
- c) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
- d) contact lenses, dentures, prostheses, camping equipment or guns tool;
- e) Valuable Property, Money, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
- f) musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
- g) clothing and equipment used for sporting purposes while in use;
- h) food and drinks.

“Physiotherapist” or “Dentist” or “Chiropractor” means: -

a person other than You or your family members who is a duly qualified and legally registered under the laws of Hong Kong to practise physiotherapy/dental/ chiropractic services.

“Pneumoconiosis” and “Mesothelioma” means :-

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

“Registered Medical Practitioner” means: -

a person other than You, the Insured Person or his/her family members who is a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place.

“Schedule” means: -

the document specifying details of You and the insurance provided. The Schedule forms part of the Policy.

“Specially Held Items” means: -

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

“Valuable Property” means: -

jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, collection of stamps, coins or medals, watches (exclude Octopus watch), photographic equipment, binoculars, works of art, Chinaware, curios, furs, musical instruments (excluding pianos).

“Valuables” means: -

jewellery, items of gold, silver or other precious metals, watches (exclude Octopus watch), photographic equipment (including portable video cameras), binoculars, furs, musical instruments (excluding pianos).

“We / the Company / Us” means: -

MSIG Insurance (Hong Kong) Limited.
(with “our” being the possessive noun for We as defined)

“You / the Insured” means :-

the person or company named as the Insured in the Schedule, for whom this insurance has been arranged.
(with “your” being the possessive noun for You as defined)

“Your Family” means :-

your spouse, Partner, children, parents and relatives normally living with You at your Home.

CHANGES TO THIS POLICY

If We wish to change the terms of this Policy, We will advise You in writing at your last known address and the change(s) will take effect 7 days after the date of the advice.

SECTION 1 - CONTENTS

WHAT IS INSURED

We will cover You and Your Family in respect of the insured Contents while in your Home against any Accidental Loss or Damage during the Period of Insurance unless the cause is specifically excluded.

WHAT IS NOT INSURED

We do not cover:-

- 1) loss or damage caused by, resulting from or in connection with: -
 - a) wear and tear, inadequate maintenance;
 - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
 - c) change in temperature, color, flavor, texture or finish;
 - d) insects, vermin, animals, birds;

- e) atmospheric or climatic conditions, action of light;
 - f) cleaning, repairing, restoring;
 - g) chipping, scratching or denting;
 - h) domestic animals which You own or are in your custody or control;
 - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
 - j) inherent fault or defective workmanship, defective material or design;
 - k) mysterious disappearance or unexplained loss or damage;
 - l) deliberate or malicious acts committed by You, Your Family or any employees of You or Your Family;
 - m) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
 - n) disappearance/loss of any item unless following a forcible and violent entry to or exit from your Home which has been reported to the police authority in person within 24 hours of discovery.
 - o) theft by You, Your Family, any employees of You or Your Family, or any person entered to your Home with the consents of You, Your Family or any employees of You or Your Family.
 - p) infidelity or dishonesty on the part of You, Your Family or any employees of You or Your Family;
 - q) landslide, subsidence or erosion;
 - r) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
 - s) pressure waves caused by aircraft or other aerial devices;
 - t) Your Home or any part of it is let or sub-let, or is subdivided flat;
 - u) deterioration of food or drinks unless specifically provided under OTHER BENEFITS PROVIDED in this section.
- 2) cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.
- 3) loss of or damage to any insured Contents which is also insured or any item which is also covered under Section 5 – Worldwide All Risks of this Policy.
- 4) loss of or damage to any insured Contents which is also insured or any item which is also covered under Section 3 – House of this Policy.

LIMITATION OF COVER

If the Home is not occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, labour disturbance, riot, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

EXCESS

We will not be liable for:

- 1) a) the first HK\$1,000 or 5% of each and every water damage claim whichever is the greater, if the building of your Home is aged 30 years or below; or
 - b) the first HK\$3,000 or 10% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 31 and 40 years; or
 - c) the first HK\$5,000 or 20% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 41 and 50 years; or
 - d) the first HK\$10,000 or 20% of each and every water damage claim whichever is the greater, if the building of your Home is aged between 51 and 55 years; or
 - e) the water damage Excess as specified in the Schedule for this Section; or
 - f) the first HK\$10,000 or 20% of each and every water damage claim whichever is the greater, if You are unable to provide proof of the building age of your Home or if none of 1a) to 1d) is applicable at the time of loss; and
- 2) the first HK\$500 of each and every claim other than those stated in 1) above unless specifically mentioned in the Schedule.

BASIS OF SETTLEMENT OF CLAIMS

Settlement of claims may be made at our option by repair, reinstatement, payment or replacement as new. Unless separately shown with declared values in the Schedule, We will not pay more than:

- 1) HK\$15,000 for any one piece, set or collection of Valuable Property (other than collection of stamps, coins, medals, Chinaware and photographic equipment), subject to an aggregate limit of one-third of the Sum Insured as shown in the Schedule during the Period of Insurance;
- 2) HK\$1,000 for any collection of stamps, coins or medals and subject to an aggregate limit of HK\$5,000 during the Period of Insurance;
- 3) HK\$2,000 for any one photographic equipment, such as camera or portable video camera or its accessories/ancillary equipment, and subject to an aggregate limit of HK\$2,000 during the Period of Insurance;
- 4) HK\$5,000 for any one bottle of wine or liquor or any one piece / set / collection of glass, china, porcelain, earthenware or crystal or other similar items of a fragile nature;
- 5) HK\$1,000 for any pair of sunglasses or eyeglasses and subject to an aggregate limit of HK\$1,000 during the Period of Insurance.
- 6) HK\$100,000 (Silver Plan) / HK\$150,000 (Gold Plan) / HK\$200,000 (Platinum Plan) for any one piece, pair or set of Contents items (other than those mentioned in 1) to 5) above).

If an item is partially damaged and can be economically repaired, settlement of claims shall be made by repair.

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

If an item has been totally lost or destroyed or cannot be economically repaired, We will at our option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair, a set or a collection of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair, a set or a collection, and in any event not more than a proportionate part of the sum on the pair, a set or collection. Under no circumstances such loss or damage shall be construed to mean total loss of the pair, the set or the collection.

We do not have to repair or replace your Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

OTHER BENEFITS PROVIDED

1) ALTERNATIVE ACCOMMODATION / LOSS OF RENT

In the event of your Home being rendered uninhabitable due to Accidental Loss or Damage insured under this Section, We will pay You either

- a) i. the necessary and reasonable cost incurred for temporary accommodation until your Home is fit to live in again;
- ii. the necessary and reasonable cost incurred for temporary boarding for your pet until your Home is fit to live in again;
- or
- b) the rent of the Home which continues to be payable by You during the period necessary for rebuilding or repairing the Home.

We will not pay more than:

- HK\$1,500 per day for the cost of alternative accommodation; and
- HK\$3,000 per day for the cost of temporary boarding for your pet; and
- HK\$50,000 in aggregate during the Period of Insurance.

We will not pay for the loss of rent, if:

- i) your legal interest in the Home or Contents ceases at the time of the loss, destruction or damage; or

- ii) the landlord waives your obligation to pay rent as a result of the destruction or damage; or
- iii) a signed tenancy agreement is not in force at the time of destruction or damage; or
- iv) the loss of rent period is less than one whole month; or
- v) You decide to discontinue renting the Home; or
- vi) the repair or rebuilding has been delayed by You, or anyone acting with your consent or on your behalf.

You can only claim under either 1a) or 1b) of this benefit, but not under both, in respect of any losses arising from the same cause.

You can only claim under either ALTERNATIVE ACCOMMODATION / LOSS OF RENT of Section 1 or Section 3, but not under both, in respect of any losses arising from the same cause.

2) FATAL ACCIDENT BENEFIT

We will pay HK\$50,000 (Silver Plan) / HK\$100,000 (Gold Plan) / HKD\$150,000 (Platinum Plan) in the event of death within 3 calendar months of You or Your Family resulting from an injury caused in your Home by fire or thieves.

No Excess is applicable.

3) BURGLARY / ROBBERY HARM ALLOWANCE

We will pay compensation of HK\$10,000 if You or Your Family sustain injury caused by burglars or robbers within your Home, against which a Registered Medical Practitioner has granted a sick leave of not less than 4 consecutive days.

No Excess is applicable.

4) LOCK

We will pay the reasonable cost incurred for the replacement and installation of windows, gates and external door locks and/or keys of your Home with items that are similar but not better, following loss of or damage to keys or locks due to burglary or attempt theft subject to a maximum amount of HK\$5,000 during the Period of Insurance.

5) FROZEN FOOD & DRINKS

We will pay the cost of replacing food and drinks which are spoilt in your deep freeze unit by:

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

We will not pay more than HK\$5,000 for any one occurrence and in aggregate during the Period of Insurance.

6) TEMPORARY REMOVAL

We will cover Accidental Loss of or Damage to the Contents whilst being temporarily removed from your Home to any other premises for cleaning, renovation, repair, modification, or dyeing within Hong Kong.

However We will not pay more than the amount as stated below for any one occurrence and in aggregate during the Period of Insurance.

Plan	Limit of Liability (HK\$)
Silver	50,000
Gold	100,000
Platinum	150,000

7) REMOVAL OF DEBRIS

We will cover the cost actually incurred in the necessary demolition shoring up or propping of the building and the removal of debris including the removal of Contents whether damaged or undamaged following destruction or damage by any of the perils hereby insured against

provided that such cost is not recoverable under any other insurance policy.

We will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

We will not pay more than HK\$10,000 for any one occurrence and in aggregate during the Period of Insurance.

8) DOMESTIC HELPER PROPERTY

We will pay for Accidental Loss of or Damage to Personal Effects of your domestic helper normally residing with You whilst such properties are contained in your Home but We do not cover loss due to failure to observe the terms and conditions of the Policy by your domestic helper as if he or she were You.

We will not pay more than HK\$5,000 for any one occurrence and in aggregate during the Period of Insurance.

9) EMIGRATION EXTENDED COVER

This Policy is extended to cover your Personal Effects whilst being kept in the hotel or at an alternative accommodation for a maximum period of one month counting from the date You vacate the insured premises pending emigration overseas.

We will not pay more than HK\$2,500 for any one item and HK\$50,000 in aggregate during the Period of Insurance.

10) HOUSEHOLD REMOVAL

We will cover Accidental Loss of or Damage to the Contents in the course of removal by professional removers from your Home to your new permanent residence within Hong Kong but We do not cover:

- a) Money;
- b) Valuable Property;
- c) articles of glass, china, porcelain, earthenware or crystal or other similar items of a fragile nature which are insufficiently and unsuitably packed;
- d) the first HK\$1,000 of each and every loss.

We will not pay more than HK\$10,000 for any one item and HK\$100,000 in aggregate during the Period of Insurance.

11) TEMPORARY STORAGE OF CONTENTS

We will pay for Accidental Loss of or Damage to the Contents whilst they are in temporary storage in a furniture depository within Hong Kong, for up to 30 days from the date the Contents are removed from your Home directly to the furniture depository, but We do not cover:

- a) Valuable Property;
- b) Money;
- c) Specially Held Items;
- d) articles of glass, china, porcelain, earthenware or crystal or other similar items of a fragile nature which are insufficiently and unsuitably packed.

We will not pay more than HK\$50,000 for any one occurrence and in aggregate during the Period of Insurance.

12) CREDIT CARDS

We will pay for losses due to unauthorised use of credit cards up to HK\$10,000 for any one occurrence and in aggregate during the Period of Insurance.

Provided that You and Your Family comply with all the terms and conditions under which the credit card is issued and report within 24 hours after discovery of all losses of credit cards to the police and the issuer of the credit cards and that your loss cannot be recovered from any other source.

13) WORLDWIDE PERSONAL EFFECTS / VALUABLES / PERSONAL MONEY

We will cover loss of or damage to Personal Effects, Valuables and/or Money owned and carried by You or Your Family anywhere in the world for social and domestic purposes, directly arising from robbery or theft involving forcible, violent and visible means. However, We will not pay more than:

- a) HK\$2,500 for any one occurrence and HK\$10,000 (Silver Plan) / HK\$15,000 (Gold Plan) / HK\$20,000 (Platinum Plan) in aggregate in respect of Personal Effects and Valuables during the Period of Insurance;
- b) HK\$2,500 for any one occurrence and in aggregate in respect of Money during the Period of Insurance.

We do not cover:

- i) any loss or damage not reported to local police authority in person within 24 hours of discovery;
- ii) any loss of item being left behind or unattended in a public transport or vehicle of any other kind or in public places;
- iii) any loss of Money which is not carried by You or Your Family at the time of loss;
- iv) any loss caused by depreciation or confiscation;
- v) shortage due to error or omissions;
- vi) loss or damage which can be recovered from any other sources;
- vii) loss or damage to items specifically insured under separate insurance policy or separate section of this Policy;

14) PERSONAL DOCUMENTS

We will pay You or Your Family for the cost reasonably and necessarily incurred for replacement of credit cards, passports and personal documents including identity card and any certificate of identity Accidentally Lost or Damaged anywhere in the world.

We will not pay more than HK\$1,000 for any one occurrence and HK\$1,000 (Silver Plan) / HK\$3,000 (Gold Plan) / HK\$5,000 (Platinum Plan) in aggregate during the Period of Insurance.

15) SPORTS EQUIPMENT

We will pay for Accidental Loss of or Damage to sports equipment anywhere in the world up to HK\$2,500 in aggregate during the Period of Insurance but We do not cover :

- a) damage to or loss of sports equipment while in use or being left unattended;
- b) theft of any pedal cycle away from the Home not securely locked at the time of loss.

16) ACCIDENTAL DAMAGE TO MOBILE PHONE / TABLET OR LAPTOP COMPUTER

We will indemnify You or Your Family for Accidental Damage to mobile phone, portable telecommunication equipment, tablet or laptop computer (including any accessories attached to it at the time of loss) owned and carried by You or Your Family occurred anywhere in the world during the Period of Insurance.

We will not pay more than HK\$2,500 for any one mobile phone or portable telecommunication equipment, and HK\$5,000 for any one tablet or laptop computer in any one occurrence. A maximum of two device reimbursements under this clause will be allowed during the Period of Insurance.

We do not cover:

- i) theft or accidental loss;
- ii) damage due to wear and tear, gradual deterioration, chipping, scratching or denting;
- iii) damage due to mechanical or electrical failure or breakdown;
- iv) damage which can be recovered from any other sources;
- v) damage to items specifically insured under separate insurance policy or separate section of this Policy.

This benefit is not applicable to Silver Plan or if You or Your Family is below 18 years of age at the time of the damage.

17) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended to cover:

loss of or damage to the Contents directly caused by subsidence of the site or landslip, occurring within the Period of Insurance 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 five (5) 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 of 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 Contents.
- 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 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) You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You 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) You shall notify the Company immediately:
 - i) if any excavations are commenced beneath, around or in the vicinity of your Home. 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.

18) ALTERATIONS AND REPAIRS

Accidental Loss of or Damage to the Contents as insured hereunder shall not be prejudiced by any alteration, repair, decoration, maintenance works carried out at your Home by You or any independent contractor called in by You, subject to the period of each such works not exceeding two (2) months and the contract value of each such works not exceeding the amount shown below, otherwise prior notice thereof must be given to the Company who reserves the right to charge an additional premium in respect of its written permission for the above mentioned work to be carried out at your Home.

<u>Plan</u>	<u>Maximum Contract Value (HK\$)</u>
Silver	100,000
Gold	150,000
Platinum	200,000

Provided always that the above mentioned work must not be carried out if any alteration or removal of structural support of your Home/House is

involved, unless approval is granted by the relevant authority and specially agreed by Us.

19) BREAKAGE OF WINDOW GLASS DURING TYPHOON

We will pay for loss or damage from accidental breakage of window glass at your Home caused by typhoon up to HK\$10,000 in aggregate during the Period of Insurance.

20) ONLINE PURCHASED GOODS PROTECTION

We will reimburse You or Your Family for the actual financial loss of goods and the associated shipping charges which You or Your Family purchased on the internet by your or Your Family's personal bank account or credit card which is issued by a licensed bank incorporated in Hong Kong under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong), provided that You or Your Family must be such personal bank account holder / principal cardholder, in the event of:

(a) Non-Delivery of Goods:

the purchased goods have been lost and could not be found by the delivery company (which is responsible for the final shipment delivery to You or Your Family) more than 30 days from the scheduled delivery date, provided that the delivery company has confirmed the purchased goods could not be found, and the seller or such delivery company fails to provide replacement or refund to You or Your Family within 60 days of the initial scheduled delivery date; or

(b) Accidental Damage of Goods Upon Delivery:

improper functioning due to Accidental Damage of the purchased goods at the time of receipt by You or Your Family if the seller or delivery company fails to provide replacement or refund to You or Your Family within 30 days of delivery.

Provided that all below conditions are met by You or Your Family:

1. the goods lost or damaged must have a value of at least HK\$500 per order including local taxes but excluding delivery/transportation costs;
2. the goods must be received by You or Your Family or the representative of You or Your Family in person;
3. the delivery address for the goods must be your Home or your or Your Family's workplace in Hong Kong;
4. a shipment tracking number and scheduled delivery date must be assigned and provided by the seller of the goods or a designated delivery company;
5. You or Your Family must take all necessary reasonable action against the seller and/or the delivery company to send replacement goods or full refund in writing;
6. in the event that a claim for non-delivery is paid, and the original purchased goods eventually arrive, You should pay back any indemnity received to Us; and
7. You or Your Family should cooperate with Us and help Us to enforce any legal rights that You or Your Family or We may have in relation to the loss.

We will not pay more than HK\$1,500 for any one item and HK\$5,000 for any one occurrence and 2 occurrences in aggregate during the Period of Insurance.

We will not pay for:

1. any damage not reported to Us within 24 hours from the receipt of the purchased goods;
2. any loss of or damage to item being left behind or unattended in a public transport or vehicle of any other kind or in public places;
3. failure to provide proof for the late delivery, loss of or damage to, or return of purchased goods;
4. late delivery of purchased goods due to absence of recipient;
5. any tax, insurance cost or surcharge in relation to delivery;
6. loss due to failure to observe the conditions of the issuer of the card;
7. loss caused by depreciation or shortage due to errors or omissions;
8. loss not incurred within the Period of Insurance;
9. loss or damage arising from or in connected with the followings:
 - a) goods purchased did not under your or Your Family's name;
 - b) any purchase by supplementary credit card.
 - c) any future earned value or income of the goods purchased;

- d) any goods purchase not made on the internet or purchased not paid by your or Your Family's personal bank account or credit card;
- e) incorrect delivery address provided by You or Your Family;
- f) collection of goods upon delivery not in person by You or Your Family or the representative of You or Your Family;
- g) disappearance/loss of purchased goods upon receipt unless following a forcible and violent entry to or exit from your Home or your or Your Family's workplace which has been reported to the police authority in person within 24 hours of discovery;
- h) misplacement or mysterious disappearance;
- i) any motor vehicle, automobiles, motorcycles, motor scooters, airplanes, boats, watercraft, or any equipment parts or accessories thereof, or any equipment and/or parts necessary for its operation and/or maintenance;
- j) lawful confiscation by police, government, agencies, courts, or other empowered authorities, or goods deemed to be illegal by local government authorities;
- k) living creatures, animals, plant, consumable or perishable items including but not limited to flowers, food, drink, drugs, nutrition supplements;
- l) any breakage or damage to fragile articles;
- m) cash, bullion, negotiable instruments, shares, travellers checks, or tickets of any description including but not limited to tickets for sporting or entertainment events, or travel;
- n) services provided via the internet such as cinema tickets, air tickets, hotel bookings, car rental or financial advice;
- o) access to internet websites, software, data files downloaded off the internet, or non-tangible items including but not limited to music files, photos, reading material, books or movies;
- p) goods purchased from an individual either through a private transaction, or an online bidding or auction website;
- q) counterfeit or fake goods;
- r) losses due to mechanical failure, electrical failure, software or data failure, or loss of data;
- s) goods purchased for resale, or items which are used goods, damaged/defected goods or second-hand goods at the time of purchase, or items that were used, rebuilt, refurbished, or remanufactured at the time of purchase;
- t) goods used for or intended to be used for commercial, retail, property rental, or other business purposes;
- u) goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
- v) items that You and/or Your Family have rented or leased;
- w) Valuable Property, antiques, firearms or collectable items;
- x) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers) , tablet or laptop computers;
- y) formal wear, including but not limited to evening gowns, wedding gowns, and tuxedos;
- z) any hazardous materials, dangerous goods, prohibited or restricted articles by International Air Transport Association (IATA), International Civil Aviation Organisation (ICAO), any applicable government department or other relevant organisation;
- aa) the costs or charges which do not relate to any purchase;
- bb) the shipping fee of returning purchased goods (whether damaged or not damaged);
- cc) any loss of or damaged to the goods during delivery for return of purchased goods (whether damaged or not damaged);
- dd) goods which is specifically insured under another insurance policy or is recoverable from any other source;
- ee) floods, tsunamis, typhoons, tornadoes, earthquake or volcanic eruption.

21) PSYCHIATRIC SERVICES

We will pay the necessary and reasonable medical fees or charges actually incurred and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$10,000 in aggregate during the Period of Insurance in respect of treatment of You or Your Family diagnosed to be suffering from post-traumatic stress disorder by a physician as a direct result of kidnapping, abduction, home invasion or mugging.

No Excess is applicable.

This benefit is not payable if Burglary / Robbery Harm Allowance is payable.

22) ECO LIVING COVERAGE

If any of the insured items under Section 1 of this Policy has been totally lost or destroyed or cannot be economically repaired, We will at our option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

Under these circumstances, if such lost or damaged item is any of the Eligible Household Appliances and replaced with a new Energy Label Product of identical or improved quality, We will pay an extra benefit of not more than ten percent (10%) of the purchase price of the replacing Energy Label Product with a minimum Grade 2 recognition under MEELS ("Mandatory Energy Efficiency Labelling Scheme"), subject to a maximum limit of HK\$1,000 during the Period of Insurance.

23) OUTDOOR PROPERTY EXTENSION

This Policy is extended to cover:

loss of or damage to furniture, washing machine and refrigerator whilst contained in or on balcony, patios, terraces, roof, veranda, forecourt or backyard of your Home or in the open generally.

We will not pay more than HK\$2,500 for any one item and HK\$50,000 in aggregate during the Period of Insurance.

LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Sum Insured as shown in the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

SECTION 2 - PERSONAL LIABILITY

WHAT IS INSURED

We will indemnify You and Your Family against all sums for which You and Your Family become legally liable:

- a) as a private householder occupying your Home
- b) as an owner of your Home if it is occupied by You and Your Family only
- c) as owner of your Home if insurance on Section 3 "House" is effected
- d) in a personal capacity other than as an occupier or owner

in respect of:

- i) accidental death or bodily injury including illness of any person
- ii) accidental loss of or damage to property

occurring during the Period of Insurance and within the Geographical Limits.

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

WHAT IS NOT INSURED

We do not cover any liability in respect of: -

- 1) bodily injury to You or Your Family or any person in the service of You or Your Family;
- 2) loss of or damage to property belonging to or in the custody or control of You or Your Family or any person in the service of You or Your Family;
- 3) the ownership, occupation or use of any land or building other than your Home / House specified in the Schedule;
- 4) loss of or damage to property being that part of the property or building on which You or any employee or agent of You is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of the property or building;
- 5) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- 6) the exercise of any business, trade, profession or employment;
- 7) the ownership, possession, driving or use of mechanically propelled vehicles, aircrafts (including drone), watercrafts, lifts or elevators;
- 8) the ownership, use or possession of any animals other than domestic dogs or cats;

- 9) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by pollution or contamination;
- 10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) fines, penalties, punitive or exemplary damages;
- 12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at your Home, unless:
 - a) the period of each such work does not exceed two (2) months; and
 - b) the contract value of each such work does not exceed the amount as stated below:

Plan	Maximum Contract Value (HK\$)
Silver	100,000
Gold	150,000
Platinum	200,000

; and

- c) the amount of any exterior works which form part of such works does not exceed 20% of the total contract value.
- 13) a breach of any duty imposed by law in relation to
 - a) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
 - b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123 of the Laws of Hong Kong);
- 14) any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- 15) any claim and loss based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a) asbestos, or
 - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

DOMESTIC HELPER LIABILITY EXTENSION

We will also cover your Domestic Helper against all sums for which he or she becomes legally liable in respect of:

- i) accidental death or bodily injury including illness of any person
- ii) accidental loss of or damage to property

happening in connection with an accident and arising out of and in the course of his or her employment with You and/or Your Family occurring during the Period of Insurance and within the Geographical Limits.

We will also pay the legal costs and expenses recoverable by any claimant from You and/or the Domestic Helper and all costs and expenses incurred with our written consent.

TENANT'S LIABILITY EXTENSION

We will also cover your legal liability arising out of or in connection with damage caused by or resulting from fire, explosion, storm and typhoon:

- i) to your Home or part thereof not belonging to You but whilst under your occupation;
- ii) to the Contents of your Home or part thereof not belonging to but in charge of / by You or under your control but in no case is your legal liability as bailee is included.

OWNER'S LIABILITY IN COMMON AREA

We will also cover You against your proportional Owner's legal liability in respect of the Common Parts of the Building of which your Home/House forms part.

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

The indemnity is provided only under the following conditions: -

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

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

LIMIT OF LIABILITY

Unless specifically mentioned, our liability under this Section for all sums inclusive for all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the Limit of Liability as stated in the Schedule.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter We shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

EXCESS

We will not be liable for the Excess(es) as specified in the Schedule for this Section.

SECTION 3 – HOUSE (Optional)

WHAT IS INSURED

We will cover You against any Accidental Loss of or Damage to your House during the Period of Insurance unless the cause is specifically excluded.

WHAT IS NOT INSURED

We do not cover:

- 1) loss or damage caused by or resulting from or in connection with: -
 - a) wear and tear, inadequate maintenance;
 - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
 - c) change in temperature, color, flavor, texture or finish;
 - d) insects, vermin, animals, birds;
 - e) atmospheric or climatic conditions, action of light;
 - f) cleaning, repairing, restoring;
 - g) chipping, scratching or denting;
 - h) domestic animals which You own or are in your care, custody, or control;
 - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
 - j) inherent fault or defective workmanship, defective material or design;
 - k) mysterious disappearance or unexplained loss or damage;
 - l) deliberate or malicious acts committed by You, Your Family or any employees of You or Your Family;
 - m) loss of or damage to electrical equipment and wiring caused by artificially generated electrical current;
 - n) any unauthorized structures and/or unauthorized building erection demolition repair installation and renovation works on or within the House. For the purpose of this clause the meaning of unauthorized structures and unauthorized building works will be construed in accordance with the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong);
 - o) the enforcement by the Government of any ordinance or law regulating the construction repair or demolition of the House;
 - p) alterations or repairs involving the removal of structural support;
 - q) landslide, subsidence or erosion;

- r) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
 - s) pressure waves caused by aircraft or other aerial devices;
 - t) Your Home or any part of it is let or sub-let, or is subdivided flat.
- 2) cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

LIMITATION OF COVER

If the House is not occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, labour disturbance, riot, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the House.

AVERAGE CLAUSE

In the event of under-insurance where the Sum Insured is less than 80% of full rebuilding costs at the time of loss or damage, the amount payable by Us under this loss or damage is the proportion which the Sum Insured bears to the total current rebuilding costs of the House so insured as at the time of the loss. You are considered as being your own insurer for such under-insurance and bear a rateable proportion of the loss.

EXCESS

We will not be liable for the first HK\$250 of each and every claim under this Section unless specifically mentioned in the Schedule.

BASIS OF SETTLEMENT OF CLAIMS

We will pay the costs actually incurred to rebuild or repair your House to the same condition and extent it was when new. We will use building materials and construction methods which are commonly used at the time.

We will also pay:

- a) any additional amount of costs for making the changes to comply with the Government or local by-laws requirements;
- b) architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us;
- c) the cost to demolish and remove the debris.

However, We will not pay for:

- a) fees exceeding those authorised under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage;
- b) costs incurred in complying with Regulations under which notice has been served upon You prior to the loss or damage, or in respect of undamaged portions of your House.

You must ensure that any repairs or works which We have approved are carried out promptly.

If You do not rebuild or repair your House, We will only pay You the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris.

If the House is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge Us completely.

In the event of a claim for an item covered under this policy, the claim amount will first be applied to Section 1, up to the maximum limit specified for that section. Should the loss or damage amount exceed the limit of Section 1, any remaining unsettled amount may then be claimed under Section 3, subject to the maximum limit available under that section.

We have the option of making a cash payment to You or paying the cost of the actual repairs or rebuilding.

OTHER BENEFITS PROVIDED

- 1) ALTERNATIVE ACCOMMODATION / LOSS OF RENT

In the event of your Home being rendered uninhabitable due to Accidental Loss or Damage insured under this Section, We will pay You either

- a) i. the necessary and reasonable cost incurred for temporary accommodation until your Home is fit to live in again;
 - ii. the necessary and reasonable cost incurred for temporary boarding for your pet until your Home is fit to live in again;
- or
- b) the rent of the Home which supposed to be received by You during the period necessary for rebuilding or repairing the House.

We will not pay more than:

- HK\$1,500 per day for the cost of alternative accommodation; and
- HK\$3,000 per day for the cost of temporary boarding for your pet; and
- HK\$50,000 in aggregate during the Period of Insurance.

We will not pay for the loss of rent, if:

- i) your legal interest in the Home or House ceases at the time of the loss, destruction or damage;
- ii) the tenant continues to pay You the rent despite the destruction or damage;
- iii) a signed tenancy agreement is not in force at the time of destruction or damage;
- iv) the loss of rent period is less than one whole month;
- v) You decide to discontinue letting the Home;
- vi) the repair or rebuilding has been delayed by You, or anyone acting with your consent or on your behalf.

You can only claim under either 1a) or 1b) of this benefit, but not under both, in respect of any losses arising from the same cause.

You can only claim under either ALTERNATIVE ACCOMMODATION / LOSS OF RENT of Section 1 or Section 3, but not under both, in respect of any losses arising from the same cause.

2) LANDSLIP & SUBSIDENCE EXTENSION

This Policy is extended to cover:

loss of or damage to your House directly caused by subsidence of the site or landslip, occurring within the Period of Insurance 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 5 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 of 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 your House.
- 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 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) You shall maintain your House in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which You 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) You shall notify the Company immediately.

- i) if any excavations are commenced beneath, around or in the vicinity of your House. 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.

LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Sum Insured shown in the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

SECTION 4 - PERSONAL ACCIDENT (Optional)

WHAT IS INSURED

We will pay You the Benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the Benefits to the Beneficiary specified in the Schedule.

CONDITIONS APPLICABLE TO THIS SECTION

- 1) You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us.
- 2) Before each renewal of the insurance You must also advise Us in writing of any bodily injury or disease which to your knowledge has been suffered by any Insured Person.
- 3) This section of the Policy may be renewed from year to year by mutual agreement between You and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the Age of Seventy (70). Thereafter We may accept further renewal of the Policy at our own discretion.

WHAT IS NOT INSURED

We do not pay for or cover any bodily injury, death or disability indirectly or directly caused by, resulting from or in connection with:

- a) circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance;
- b) air travel other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service;
- c) engaging in air crew;
- d) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country;
- e) engaging in a sport in a professional capacity or where income or remuneration would or could be earned from engaging in such sport;
- f) engaging in or practising parachuting or any sporting activities in connection with an aircraft;
- g) engaging in or practising hang gliding;
- h) engaging in or practising any kind of race (other than on foot or swimming) or trial of speed or reliability or endurance;
- i) engaging in or practising potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
- j) engaging in trekking or hiking at an altitude of over 5,000 meters above sea-level, or scuba diving to a depth greater than 30 meters below sea-level;
- k) suicide, intentional self-inflicted injury or wilful exposure to peril (other than in an attempt to save human life);
- l) pregnancy, childbirth, pre-existing physical or mental defect or infirmity, mental disorder of any kind, psychosis, stress or depression or acute mountain sickness;

- m) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused;
- n) any kind of sickness or disease; or any loss caused by Bodily Injury which is a consequence of any kind of disease;
- o) the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
- p) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or the effects of solvent abuse;
- q) fighting (except in bona fide self-defence), provoked assault, resistance to arrest;
- r) illegal acts of You or the Insured Person or any person acting on behalf of You or the Insured Person;
- s) any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;
- t) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheelchairs and crutches;
- u) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- v) dentures, crowns or bridges.

If We allege that by reason of these exclusions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You.

SPECIAL PROVISIONS

- a) Disappearance
We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such Benefit shall be refunded to Us.
- b) Exposure
If an Insured Person suffers Bodily Injury and thereafter in consequence of that Bodily Injury suffers death or disablement within twelve (12) consecutive months as a result of exposure to the elements of violent, severe or prolonged weather conditions, We will consider such death or disablement as having been caused by Bodily Injury.

BASIC BENEFITS

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay the Benefits as outlined below:

DEATH	100% of the amount stated in the Schedule
PERMANENT DISABLEMENT as specified below	Percentage of the amount stated in the Schedule
	PERCENTAGE
1) Total and permanent disablement from engaging in or attending to any kind of employment, business, profession or occupation	100%
2) Total and permanent loss of all sight in one or both eyes	100%
3) Total loss by physical severance or total and permanent loss of use of:	
a) one or two limbs	100%
b) one or two hands	100%
c) arm above the elbow	100%
d) arm at or below the elbow	100%
e) leg above the knee	100%
f) leg at or below the knee	100%
4) Permanent and incurable insanity	100%

- 5) Permanent total paralysis of all limbs 100%
- 6) Total loss by physical severance or total and permanent loss of use of:
 - a) thumb and four fingers of one hand 70%
 - b) four fingers of one hand 45%
 - c) thumb (two phalanges) 25%
 - d) thumb (one phalanx) 10%
 - e) index finger (three phalanges) 15%
 - f) index finger (two phalanges) 8%
 - g) index finger (one phalanx) 4%
 - h) each other finger (three phalanges) 10%
 - i) each other finger (two phalanges) 4%
 - j) each other finger (one phalanx) 2%
 - k) all toes of one foot 17%
 - l) great toe (two phalanges) 5%
 - m) great toe (one phalanx) 2%
 - n) any other toe 3%
- 7) Total and permanent loss of:
 - a) hearing in two ears 75%
 - b) hearing in one ear 25%
 - c) speech 60%
- 8) Any permanent partial disablement not specified above other than loss of sense of taste or smell:
 - such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

TEMPORARY DISABLEMENT resulting in the Insured Person being entirely prevented from engaging in or attending to usual occupation or profession - the weekly benefit stated under the Temporary Disablement Benefit in the Schedule.

MEDICAL EXPENSES

Medical, surgical, Hospital, nursing home and nursing fees or charges necessarily incurred within twelve (12) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a Registered Medical Practitioner, or a fully qualified and registered physician, surgeon or nurse and/or at a Hospital prescribed by such medical practitioner, physician or surgeon.

The Company will pay up to an amount not exceeding the amount stated in the Schedule under Medical Expenses Benefit in respect of any one event. The limit under this Benefit will automatically be doubled in the event of the Insured Person sustaining Bodily Injury due to robbery. In any event the maximum indemnity under this Benefit is limited to HK\$300,000 for each Insured Person.

AGE LIMIT WARRANTY: - It is warranted that all Insured Persons are between sixteen (16) & seventy (70) of age inclusive.

COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

- 1) Death Benefit stated in the Schedule shall not be payable for:
 - a) unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
 - b) in addition to Permanent Disablement Benefit stated in the Schedule if caused by the same Bodily Injury, except that if a payment has been made under the Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then We shall pay any difference if the amount payable for death is greater than that already paid for permanent disablement.
- 2) Permanent Disablement Benefit stated in the Schedule shall not be payable for:
 - a) unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar

months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,

- b) any specific part of permanent disablement where greater amount is payable for another part of the permanent disablement includes that specific part,
 - c) more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.
- 3) Temporary Disablement Benefit stated in the Schedule shall not be payable for:
- a) more than one hundred and four (104) weeks from the commencement of the disablement in respect of any one Bodily Injury,
 - b) upon the death of the Insured Person or occurrence of permanent disablement for which compensation under Death Benefit or Permanent Disablement Benefit is payable,
 - c) more than fifty-two (52) weeks from the commencement of the disablement in respect of any one Bodily Injury which results in death or permanent disablement at a later stage for which either Death Benefit or Permanent Disablement Benefit is payable. Any amount paid after fifty-two (52) weeks under the Temporary Disablement Benefit shall be deducted from any sum payable under Death Benefit or Permanent Disablement Benefit,
 - d) unless sick leave is granted by a Registered Medical Practitioner,
 - e) unless confirmation by the Insured Person's employer showing that the Insured Person is not attending to work during the sick-leave period.
- 4) If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the Medical Expenses Benefit except for any excess beyond the amount payable under other insurance.

No benefit stated in the Schedule shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by the Company.

EXTRA BENEFITS

1) FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipted accounts from a recognised undertaker within Hong Kong (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$25,000 in respect of death of the Insured Person for whom compensation is payable under the Policy.

2) EXTENDED SPOUSE COVER

The Company will provide cover for the Insured Person's legally married spouse in respect of Death Benefit and Permanent Disablement Benefit for an amount not exceeding HK\$100,000 provided that the Insured Person has taken out Death Benefit and Permanent Disablement Benefit for an amount not less than HK\$1,000,000 under the Policy.

3) CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION

The Company will pay the Insured Person who sustains Bodily Injury and damage to the clothing as well as Personal Effects at the same accident (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

4) BONESETTERS & ACUPUNCTURISTS TREATMENT EXPENSES

The Policy extends to cover the necessary and reasonable bonesetter & acupuncturist treatment expenses actually incurred and supported by receipts from a licenced or registered bonesetter or acupuncturist for an amount not exceeding HK\$1,500 in annual aggregate. The Company

shall not be liable for more than one consultation per day and HK\$150 per consultation.

This extension applies to the Insured Person who has taken out Medical Expenses Benefit for an amount not less than HK\$10,000 under this Policy.

5) HOSPITAL CONFINEMENT ALLOWANCE

In the event of the Insured Person being confined in Hospital for treatment of Bodily Injury (other than physiotherapy treatment, rehabilitation or convalescent treatment) for which compensation is payable under this Policy, a weekly benefit of HK\$500 is payable for such period of confinement subject to a maximum period payable not exceeding fifty-two (52) weeks.

If the period of confinement is less than a week, the benefit will be paid on a pro-rata basis.

6) NO CLAIM BONUS

In the event of no claim being submitted or paid under the Policy during the preceding policy year for the Insured Person, the benefit amount under Death Benefit and Permanent Disablement Benefit of that Insured Person will be increased by ten (10)% compounding each year over a five (5) year period.

In the event of the Insured Person transferring his/her personal accident insurance from another insurance company to Us, he/she will be entitled to the same amount of No Claim Bonus as shown on the renewal notice presented to Us. The number of no-claim year on the new Policy will be the same as that shown on the renewal notice, subject to a maximum of five (5) years. The Insured Person shall at his/her own expense furnish to the Company a renewal notice.

No refund premium shall be made to the Insured Person who by any reason whatsoever does not require this increase in cover.

Should a claim happen for the Insured Person during any one Period of Insurance, the amount of the No Claim Bonus of that Insured Person at next renewal shall be reduced to zero.

7) DOUBLE INDEMNITY

The amount payable under Death Benefit stated in the Schedule shall be doubled or increased by HK\$1,000,000 whichever is the lower in the event of the Insured Person sustaining Bodily Injury resulting in death while

- a) travelling on a licensed public transport conveyance which any member of the public can board as a fare-paying passenger, comprising of multi-engine airplane, bus, coach, train, tram, ship, hovercraft, ferry and taxi, and is neither chartered nor operated by a contractor nor operated by a private carrier.
- b) being an innocent victim in a robbery or attempted robbery.
- c) being an innocent victim in a fire or explosion within the residential building where the Insured Person's Home forms part of it.

The amount payable under this Benefit for the Insured Person shall only apply to the original amount that is stated in the Schedule excluding any No Claim Bonus which may have subsequently accumulated.

SECTION 5 - WORLDWIDE ALL RISKS (Optional)

WHAT IS INSURED

We will cover You and Your Family in respect of Valuables and Personal Effects against any Accidental Loss or Damage happening anywhere in the world during the Period of Insurance.

WHAT IS NOT INSURED

We do not cover:

- 1) any loss or damage not reported to local police authority in person within 24 hours of discovery;
- 2) contact or corneal lenses;
- 3) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers) , tablet or laptop computers;
- 4) Specially Held Items;
- 5) theft
 - a) by deception unless deception is used to enter the Home;
 - b) from an unattended vehicle unless all windows are securely closed and all doors and the boot are locked;
 - c) from any open or convertible car, or a car with the sun roof left open;
 - d) of any pedal cycle away from the Home not securely locked at the time of loss;
- 6) loss of or damage to any pedal cycle while being used for racing or reliability or time trials;
- 7) deliberate or malicious acts committed by You, Your Family or any employees of You or Your Family;
- 8) excluded risks including:
 - a) wear and tear, inadequate maintenance;
 - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
 - c) change in temperature, color, flavor, texture or finish;
 - d) insects, vermin, animals, birds;
 - e) atmospheric or climatic conditions, action of light;
 - f) cleaning, repairing, restoring;
 - g) chipping, scratching or denting;
 - h) domestic animals which You own or are in your custody, care or control;
 - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
 - j) inherent fault or defective workmanship, defective material or design;
 - k) depreciation in value;
 - l) mysterious disappearance or unexplained loss or damage;
 - m) loss of or damage to electrical equipment and wiring caused by artificially generated electrical current;
 - n) loss of or damage to sports equipment while in use or being left unattended;
 - o) detention, seizure or confiscation by customs or other officials.
- 9) any Valuables in the course of removal or transit.
- 10) any unspecified items if only specified item(s) is(are) insured and named in the Schedule of the Policy.

EXCESS

We will not liable for the first HK\$250 of each and every claim under this Section unless specifically mentioned in the Schedule.

BASIS OF SETTLEMENT OF CLAIMS

- 1) A reinstatement settlement will be made.
- 2) An indemnity settlement basis will be applied if
 - a) claims are on clothing and furs;
 - b) You decide not to re-instate, repair or replace the lost and/or damaged item.
- 3) In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair or a set of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair or set, and in any event not more than a proportionate part of the sum on the pair or set. Under no circumstances such loss or damage shall be construed to mean total loss of the pair or the set.
- 4) We will not pay more than HK\$5,000 for any single item unless specified in the Schedule.
- 5) If the property insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the Sum Insured thereon, then You shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this condition.

LIMIT OF INDEMNITY

The maximum amount We will pay under this Section during the Period of Insurance is the Sum Insured shown in the Schedule.

SECTION 6 - DOMESTIC SERVANTS (Optional)

EXCLUSIONS APPLICABLE TO THE WHOLE SECTION

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

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

ITEM 1) EMPLOYEES' COMPENSATION COVER

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

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong) (referred to hereinafter as "the EC Ordinance") and independently of the EC Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

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

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

POLICY LIMIT OF INDEMNITY

- a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the

Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Helpers who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.

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

TERRORISM CLAUSE / ENDORSEMENT

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

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of Hong Kong ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the

Facility is exhausted or the termination of the Facility Agreement by the Government.

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

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

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

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

EXCLUSIONS APPLICABLE TO ITEM 1

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

- 1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the EC Ordinance;
- 5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the EC Ordinance or independently of the EC Ordinance;
- 6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- 7) any injury by accident or disease sustained in the USA or Canada.

COVER A (applicable if stated in the Schedule)

ITEM 2) HOSPITAL & RELATED EXPENSES COVER

We will indemnify You for

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

EXCLUSIONS APPLICABLE TO ITEM 2

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

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rehabilitation, rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Section covers;
- 4) any expenses related to apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;
- 5) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheelchairs and crutches;
- 6) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- 7) dentures, crown, or bridges;

- 8) vaccinations, immunisation, injections or preventive medication;
- 9) injury or illness sustained outside Hong Kong;
- 10) pre-existing ailments.

COVER B (applicable if stated in the Schedule)

ITEM 2) CLINICAL EXPENSES

In the event the Domestic Helper requires medical treatment from a clinic for Bodily Injury or sickness, the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to HK\$200 per visit per day for each Domestic Helper during the Period of Insurance, provided such treatment is received from a Registered Medical Practitioner.

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

Total maximum amount payable under this benefit for each Domestic Helper is HK\$4,000 per year during the Period of Insurance.

Special Condition for ITEM 2

The payment of charges from Chiropractors, occupational therapists, acupuncturists (other than Chinese Medical Practitioners in this item) and the like is subject to the availability of a referral letter or similar certification from a Registered Medical Practitioner.

ITEM 3) SURGICAL AND HOSPITALISATION EXPENSES

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

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

This cover extends to include Day Care Surgery. Day Care Surgery means all medically necessary surgical procedures and related treatment provided by or on the order of a Registered Medical Practitioner to the Domestic Helper at a clinic or a Hospital. Day Care Surgery cover excludes all non-surgical procedures and related treatment.

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

ITEM 4) SERVICE INTERRUPTION COVER

If the Domestic Helper is confined in a Hospital for more than one day as an in-patient for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance, the Company will pay the Insured HK\$300 for each day of confinement. The maximum amount payable under this item for each Domestic Helper is HK\$6,000 per year during the Period of Insurance.

EXCLUSIONS APPLICABLE TO ITEMS 2, 3 and 4

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

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- 2) rehabilitation, rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Section covers;
- 4) any expenses related to apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis;

- 5) any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches;
- 6) the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
- 7) dentures, crown, or bridges;
- 8) vaccinations, immunisation, injections or preventive medication;
- 9) injury or illness sustained outside Hong Kong;
- 10) pre-existing ailments.

ITEM 5) DENTAL EXPENSES

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

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

EXCLUSIONS APPLICABLE TO ITEM 5

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

- 1) any routine examination, scaling, polishing or cleaning and crowning;
- 2) cost of any bridges, braces and dentures;
- 3) any dental treatments outside Hong Kong.

ITEM 6) PERSONAL ACCIDENT BENEFITS

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

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

Loss of limb shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

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

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

EXCLUSIONS APPLICABLE TO ITEM 6

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

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

ITEM 7) REPATRIATION EXPENSES

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

- i) in the event of serious sickness or Bodily Injury resulting in the Domestic Helper being certified by a Registered Medical Practitioner as medically

unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs for ambulance transfer to and from the airport;

- ii) in the event of the Domestic Helper's death and such repatriation expenses shall include the Domestic Helper's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

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

ITEM 8) REPLACEMENT HELPER EXPENSES

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

The maximum amount payable under this item for each Domestic Helper is HK\$10,000 per year during the Period of Insurance.

EXCLUSION APPLICABLE TO ITEMS 7 AND 8

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

ITEM 9) FIDELITY GUARANTEE COVER

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

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

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

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

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

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

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

ITEM 11) MEDICAL PROTECTION FOR ABUSE OF YOUR FAMILY

In the event that You or any member of Your Family sustains Bodily Injury caused by intentional malicious act of the Domestic Helper, the Company will pay the necessary and reasonable medical expenses actually incurred for the treatment of such Bodily Injury, provided that such treatment is received from a Registered Medical Practitioner, the incident must be reported to the police and a medical report is filed.

The Company will also pay the necessary and reasonable medical expenses actually incurred within 6 months from the date of occurrence of Bodily Injury and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$1,000 per day per visit in respect of treatment for You or any member of Your Family diagnosed to be suffering from post-traumatic stress disorder by a Registered Medical Practitioner as a direct result of sustaining Bodily Injury for whom compensation is payable under this item.

The maximum amount payable under this item for all of You and You Family is HK\$10,000 per year during the Period of Insurance.

WAITING PERIOD

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

CONDITION APPLICABLE TO THE WHOLE SECTION

- 1) Avoidance of Certain Terms and Right of Recovery

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

- 2) Change in Risk

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

- 3) Change in Domestic Helper

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

- 4) Proof of Loss

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

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

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

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

- 1) We will not cover any accident, loss, damage or liability which occurred or existed before You applied for this Policy.

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

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

3) War and Terrorism Risks

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

It is hereby noted that the terrorism exclusion mentioned under 3b) above does not apply to Item 1 "Employees' Compensation Cover" of Section 6 "Domestic Servants". The Company may amend this provision according to market changes by giving 7 days notice to You.

4) Political Risks

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

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

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

- 5) Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.

6) Cyber Risks

- (i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not,

where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking

- (ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

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

DEFINITION

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

Virus or Similar Mechanism

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

Hacking

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

7) Date Recognition

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
- b) media or systems used in connection with any of the foregoing;

whether your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above,

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

- a) Contents
- b) House
- c) Worldwide All Risks

This exception does not apply in respect of the following Sections, if provided by this Policy.

- a) Personal Liability
- b) Personal Accident
- c) Domestic Servants

DEFINITION

For the purpose of this exclusion only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank

apparatus or pipe, impact by any road vehicle or animal, theft, volcano, freeze or weight of snow.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

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

CONDITIONS APPLICABLE TO THE WHOLE POLICY

1) The due observance and fulfillment of the terms, conditions and exclusions of the Policy by You and your representative shall be conditions precedent to our liability to make payment or to provide indemnity under this Policy.

2) It is a condition precedent to our liability that at the time of effecting this Policy, You and Your Family are not aware of any circumstances which is likely to give rise to a claim.

3) CHANGE IN RISK

During the Period of Insurance, You must advise Us of any change made to your Home including but not limited to the contract work carried at your Home, any permanent move of the Home, or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

4) PREVENTION OF LOSS

You and Your Family must comply with all statutory obligations and take all reasonable steps to:

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

5) RECKLESS OR WILFUL ACT

You or Your Family must not cause or facilitate loss to the insured property or its Contents or injury or liability by any reckless, wilful, malicious, criminal or unlawful act. If this obligation is not fulfilled, We may decline any claim You make. .

6) UNOCCUPIED HOME

You must tell Us and have our acknowledgement in writing if your Home is to be unoccupied for more than 30 consecutive days. If this obligation is not fulfilled, We may decline any claim You make.

7) CLAIMS CONDITIONS

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within 30 days from the date of occurrence or date of discovery.

- a) For loss or damage claims You must:
 - i) at your expense provide Us with all certified information and/or evidence as We may request.
 - ii) notify the Police immediately of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.
- b) For liability claims You must:
 - i) send to Us any letter, claim writ or summons immediately when it is received.
 - ii) advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry.

- iii) not make any admission, offer or promise of payment without our consent and We shall be entitled if We do so desire to take over and conduct in your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.

c) For bodily injury claims, You must:

- i) forward at your own expense all certificates and information required by Us.
- ii) have medical examinations as often as required by Us at our expense. In case of death, We shall require sight of the death certificate and may require a post-mortem examination at our expense.

8) MISREPRESENTATION / FRAUD

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false, dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy shall cease immediately.

If there is any misrepresentation or omission to inform Us of any material information at the time of applying for this insurance or at the time of making a claim, whether it is intentional or not, We shall not be liable under the Policy.

9) SALVAGE

We have the right to the salvage of any insured property which is the subject of the claim.

10) WAIVER OF CLAIM

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

11) ARBITRATION

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. 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.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12) OTHER INSURANCE (not applicable to Section 4 Personal Accident Section and Section 6 - Domestic Servants Cover B Personal Accident Benefits stated under Item 6)

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

13) SUBROGATION

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

Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

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

14) CANCELLATION OF THE POLICY

a) BY YOU

You may cancel this Policy by writing to Us. If You do, We will refund based on short-term rate as shown below subject to a minimum premium of \$500, provided no claim has arisen during the current Period of Insurance.

Short-term rate table:

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
up to 1 month	80% of premium paid by You
up to 2 months	70% of premium paid by You
up to 3 months	60% of premium paid by You
up to 4 months	50% of premium paid by You
up to 5 months	40% of premium paid by You
up to 6 months	30% of premium paid by You
up to 7 months	20% of premium paid by You
up to 8 months	10% of premium paid by You
Over 8 months	No Refund

b) BY THE COMPANY

We may cancel this Policy by giving You 7 days written notice sent to your last address known to Us by ordinary post. If We do, We will refund You the unused part of the premium on pro-rata basis.

15) JURISDICTION CLAUSE

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

16) GOVERNING LAW

The Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

17) EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

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.