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# ARTE GENERALI

## IL LUSO HOME INSURANCE POLICY

ARTE Generali is part of the Global Business Lines of the Generali Group specialized in ART insurance solutions.

This policy is an insurance contract between Assicurazioni Generali S.p.A. – Hong Kong Branch (hereinafter referred to as “Generali/We/Us”) and the policyholder named in the insurance policy (hereinafter referred to as “the Insured/You”). The contract is evidenced by this document and is referred to as “this Policy”.

To apply for this insurance, You need to complete a proposal form. The insurance coverage is based on the information You provide. The terms of Your insurance coverage are defined in this Policy along with the Schedule and any other document that We provide.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum thereof will be considered one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout.

The English version is the primary version of this Policy. In case of a dispute regarding the interpretation of any part of the Policy, the English version will prevail.

### 1 – DEFINITIONS

### 2 – INSURANCE COVERAGE

- Section A – Private Art & Collectibles
- Section B – Jewellery & Watches
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- Section D – Legal Liability
- Section E – Building

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### 4 – GENERAL EXCLUSIONS

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#### Important Notices

1. Please read these insurance conditions carefully and for any inquiry, please contact us if You need further clarifications or wish any amendments.
2. Please remember to inform Us when Your situation and needs for insurance coverage change. Then We can update Your Policy and adjust the coverage correspondingly.
3. Collection of Premium Levy to Insurance Authority from 2018, please visit [www.generali.com.hk/EN\\_US/claims\\_and\\_support/insurance\\_levy](http://www.generali.com.hk/EN_US/claims_and_support/insurance_levy) for details.

## 1 DEFINITIONS

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Certain words in this Policy have special meanings. These words have the same meaning whenever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate Section of this Policy.

### **Accident or Accidental**

A sudden, unexpected, and unforeseen event caused by external forces out of Your control which results in an injury or property Loss or damage.

### **Agreed Value**

The value of the item agreed between You and us for the purposes of this Policy only. We make no representations that this is the value that the item would attain if sold. The Agreed Value should not be relied upon for any purpose except insurance with us.

### **Building**

The structure of Your Home being built of bricks, stones, concrete, or reinforced concrete and roofed with concrete or reinforced concrete including:

- Outbuildings used for domestic purposes only and the swimming pools, tennis courts, patios, paths, garden walls, drives, hedges and fences;
  - Fixtures and Fittings installed by the property owner or property developer.
- all at the insured location(s) shown in the Schedule for which You are legally responsible.

### **Collectibles**

Collections of art, rare, and unique, which have value either for their intrinsic value or their historical, artistic or scientific interest.

### **Credit cards**

Credit Cards and debit cards.

### **Depreciation**

The Loss of value of an insured item over time due to factors such as age, aging, obsolescence or damage.

### **Excess**

The amount of each claim payable by You for any Loss or series of losses arising from one source or cause.

### **Fixtures and Fittings**

The fixed interior decoration item that are fitted to and form part of the structure of Your Home including and not limited to doors, windows, wall coverings, bathroom suites, fitted kitchens, fitted wardrobe, fitted cabinets, flooring (excluding carpets).

### **Home**

House, flat or apartment including rooftop, storages, garages, or car parking spaces owned or occupied by You as private dwelling specified in the Schedule.

### **Hong Kong**

Hong Kong Special Administration Region and/or territorial limits of Hong Kong.

### **Identity fraud**

The unauthorized use of another person's identity with the intent to commit an unlawful act for financial gain.

### **Jewellery**

Gemstones, pearls, silver, gold, platinum or other precious metals and/or articles comprising them, designed to be worn on the person. This also includes watches.

### **Loss/Lost**

Physical Loss or stolen by third parties without Your consent. The event must always be proven by a police report.

### **Market Value**

The value of the item at the time of the claim or the cost of repairing the damaged items (subject to the limit of their value at the time of the claim) and, limited to works of art, the current value of the item or that which could be attributed to it on the art, antiques, or modern art market, as determined by an independent expert.

**Money**

Cash, cheques, postal orders, bankers' drafts, travel tickets, savings stamps and certificates, premium bonds, gift tokens, all held for social or domestic purposes only.

**Outdoor Property**

Outdoor furniture, ornaments, statues and similar items placed within the boundaries of Your Home and which are left outdoors and not shown on the Schedule.

**Period of Insurance**

The period during which this Policy is in force as shown in the Schedule.

**Replacement Cost**

The amount by which it is considered that the item could be replaced with another item with similar characteristics (any improvements are not considered).

**Safes**

A robust lockable cabinet made by a specialist manufacturer and specifically designed to protect Jewellery and high value items from Theft or unauthorised removal.

**Spouse**

Same sex or opposite sex Spouse legally married according to the law of the country in which the Spouse is married.

**Unoccupied**

Not lived in by You or by a person authorised by You for more than 60 consecutive days.

**We/Us/The Insurer/ The Company**

Assicurazioni Generali S.p.A. – Hong Kong Branch.

**You/Your/The Insured**

The person(s) named as the policyholder or Insured in the Schedule.

**Your Family**

You and Your immediate family members: Spouse, partner, children (including adopted and foster children), brothers, sisters, parents, grandparents and other relatives who residing with You in Your Home.

## 2 INSURANCE COVERAGE

### SECTION A : ART & COLLECTIBLES

You are insured against all risks for Loss or damage to the item covered by this Section so long as such item located at Your Home or anywhere in the world to the extent and subject to the conditions set out in the Schedule.

**1. Insured Items**

Art and Collectibles items owned or kept by You or a member of Your household or a person living with You. The items for which You are legally responsible shall also be insured. The items covered by these insurance terms and conditions shall be those items intended for Your private purposes, the value of which is determined to a significant extent by their artistic purpose or design or artistic production, as well as those kept and exhibited at public cultural institutions with which You have a long-term loan or lending agreement.

These are:

- Paintings, watercolors, drawings, engravings, prints;
- Photographic art, collage, graphics;
- Sculptures, statues, installations;
- Design objects;
- Oriental and artists' carpets, tapestries;
- Antique musical instruments;
- Antique books, manuscripts, antique documents;
- Antique furniture;

- Art objects in silver;
- Precious collections of objects.

Jewellery and valuables are not insured under this Section.

## 2. Items Exhibited Outdoors

For items exhibited outdoors, insurance cover shall apply exclusively to the following risks:

- Fire, lightning, explosion, falling aircraft
- Storm, hail Only damage caused by:
  - a) Direct impact of the storm on the insured property;
  - b) The storm that causes parts of Buildings, trees or other elements to fall on the insured items.
- Earthquake
- Floods

## 3. Agreed Value

### Specified Items

Specified items are insured up to the Amount Insured as shown in the Schedule based on Agreed Value and with the value in excess of HKD300,000 for any one item, pair or set shall be described individually in a list specification held with Us.

### Unspecified Items

We shall pay maximum HKD300,000 for any one item, pair or set required to repair or replace the item, whichever is less, for a covered Loss to valuable articles with unspecified cover as shown in the Schedule.

#### Basis of Settlement

- Total Loss**  
We shall pay the amount insured for that item if it is Lost or damaged beyond repair.
- Partial Loss**  
If only part of the specified item is Lost or damaged, We shall pay the amount to restore the item to its condition, plus any Depreciation, i.e. the difference between the value of the item at the time and place of the Loss occurrence and the value of the item in its condition after repair/replacement.

The Depreciation must be established by an independent expert agreed by us. We may at our option replace any Lost or damaged item if it is possible for the artist to remake the item without compromising the value of the work.

Under no circumstances will We pay more than the amount insured for that item as shown in the Schedule.

## 4. Transit/Transport

The insurance cover shall also apply during transport to restorers, auctions, galleries, exhibitions and between different insured locations and for items purchased outside the insured location before being transferred to the insured location.

## 5. Pair and Set

In respect of Loss of or damage to a pair or set, We will pay You the Agreed Value of the entire pair or set for a specified item or the Market Value on the date of Loss of the entire pair or set for an unspecified item if You surrender the undamaged article(s) of the pair or set to us. For unspecified items, the maximum We will pay under this section is HKD300,000 for any pair or set.

## 6. New Acquisition

The item acquired by You during the period of insurance shall be indemnified under the terms of this Section up to 30% of the total sum insured as shown in the Schedule, provided that You have notified us of the acquisition within 90 days and an additional premium is paid.

You are obliged to ensure that the item is securely and adequately packed and transported by a professional carrier. The item must be handled under the custody and control of You or a member of Your family or a person appointed by You if it is not transported by a professional carrier.

## 7. Temporary Storage outside from Home

We will indemnify You for loss of or damage of the items temporarily (for a maximum of 6 months, unless otherwise agreed) kept at the secure locations anywhere in the world, the maximum We will pay under this section is 15% of the total sum insured as shown in the Schedule, subject to a maximum of HKD500,000 per claim and in aggregate during the period of insurance.

#### 8. Restoration, repair or similar processes

Loss of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration provided that this is conducted by a member of a professional body or organization agreed by us in advance of the process.

#### 9. Emergency Evacuation

We will pay You for the reasonable cost of transporting the items to and from a secure storage facility if:

- Your Home is rendered uninhabitable, or in our sole opinion the security of Your Home is compromised, as a result of sudden Loss of or damage to Your Home, or the collection; or
- a statutory or regulatory body or agency prohibits occupation or use of Your Home.

The maximum We will pay under this sub section, provided that You have our prior written agreement to incur these costs, is 15% of the amount insured under this section for the item as shown in the Schedule.

#### 10. Death of Artist

In the event of a covered Loss or damage to any item increases as a result of the artist's death during the period of insurance, We will indemnify an amount up to 100% of the amount insured shown in the Schedule subject to a maximum limit of HKD2,000,000. Such revaluation will only apply for six months following the artist's death subject that You provide Us with an independent professional valuation report and evidence of the increase in the Market Value of that item which is not more than three years old at the time of any Loss or damage. If You are unable to provide an independent professional valuation or original purchase receipt and proof of increase value, then this extension will not apply.

#### 11. Lack of, or defective, title

We will pay You for the amount You paid for the purchase of an item made during the insurance period of this Policy which You were subsequently obliged by law to relinquish possession through no fault of Your own due to:

- flawed title or lack of title on the part of the seller with respect to the item purchased by You;
- any charges or encumbrances imposed on the item prior to Your purchase and of which You were not aware.
- We will also pay You for the legal costs incurred by You, with Our prior consent, for the defense in civil court from claims for compensation or restitution made against You and based on the flawed title or the lack of title for the purchase of the above-mentioned item.

We will not indemnify You for any further economic losses resulting from the Loss of availability of the asset.

You are not insured for any claim made against You

- Outside the period of insurance;
- arising from any purchase made by You other than from a credible auctioneer or dealer.

The maximum amount We will indemnify under this Sub-Section will be 10% of the total sum insured as shown in the Schedule, subject to a maximum of HKD250,000 per claim per claim and in aggregate during the period of insurance.

## SECTION B : JEWELLERY & WATCHES

You are insured against all risks for Accidental physical Loss or damage to the item covered by this Section so long as such item located at Your Home or anywhere in the world to the extent and subject to the conditions set out in the Schedule.

#### 1. Insured Items

Jewellery and Watches owned by You or a member of Your Family or used by You or a member of Your Family. They fall under the heading of Jewellery and Watches:

- Jewellery of all kinds, regardless of the material used;
- High quality wristwatches or pocket watches also in non-precious metal;
- Pearls and precious stones;

#### 2. Agreed Value

##### Specified Items

Specified items are insured up to the Amount Insured as shown in the Schedule based on Agreed Value and with the value in excess of HKD80,000 for any one item, pair or set shall be described individually in a list specification held with Us.

##### Unspecified Items

We shall pay maximum HKD80,000 for any one item, pair or set required to repair or replace the item, whichever is less, for a covered loss to valuable articles with unspecified cover as shown in the Schedule.

#### Basis of Settlement

- a. Total Loss  
We shall pay the amount insured for that item if it is Lost or damaged beyond repair.
- b. Partial Loss  
If only part of the specified item is Lost or damaged, We shall pay the amount to restore the item to its condition, plus any Depreciation. If after the restoration the Market Value of the item is less than its Market Value immediately prior to the loss, We shall pay the difference.

The Depreciation must be established by an independent expert agreed by Us.

Under no circumstances will We pay more than the amount insured for that item as shown in the Schedule.

#### 3. Pair and Set

In respect of loss of or damage to a pair or set, We will pay You the Agreed Value of the entire pair or set for a specified item or the Market Value on the date of loss of the entire pair or set for an unspecified item if You surrender the undamaged article(s) of the pair or set to us. For unspecified items, the maximum We will pay under this section is HKD80,000 for any pair or set.

#### 4. New Acquisition

The item acquired by You during the period of insurance shall be indemnified under the terms of this Section up to 30% of the total sum insured as shown in the schedule, provided that You have notified us of the acquisition within 90 days and an additional premium is paid.

#### 5. Restoration, repair or similar processes

Loss of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration, but excluding the recutting of stones.

Provided that this is conducted by a member of a professional body or organization agreed by us in advance of the process.

#### 6. Special Obligations

The following additional obligations apply:

- You must have Your Jewellery with value at HKD1,000,000 or above checked by a specialist company (e.g. Jeweller) every three years to ensure that the settings, clasps, locks and joints are in good condition and, if necessary, repaired. If it appears necessary due to external signs such as damage to settings or loose fasteners, the inspection should be carried out immediately;
- You must change the passcode on any Safe immediately if You have purchased a used Safe from a previous owner or if You are aware that the passcode has been disclosed to someone You do not trust.

## SECTION C : CONTENTS

You are insured against all risks for Accidental physical loss or damage forming part of the Contents and personal possessions situated at Your Home or anywhere in the world within the limits and subject to the conditions set out in the Schedule.

#### 1. Insured Items

In this Section, the insurance shall cover the household property of the Insured or any member of the family residing with the Insured:

1. Furniture, furnishing, personal effects, electrical domestic appliances, audiovisual and other electrical and electronic equipment for household and personal use
2. Fixtures and Fittings put in by You and/or Your Family for which the Insured is legally responsible.

Contents do not include:

- Any living things;
- Mechanically propelled or assisted vehicles (other than motorised gardening equipment, golf buggies or invalid carriages), caravans, watercraft over 12 feet in length, hovercraft or aircraft (other than hand propelled or models) or parts or accessories.

#### 2. Basis of Settlement

We shall pay:

- the cost of repair if the item is damaged;
- the cost of replacement as new if the item is Lost or beyond economic repair.

#### 3. Items not specifically insured under Section A & Section B

We will pay the covered loss or damage with the maximum amount as shown in the categories below.

- Non-fragile art & Collectibles i.e. painting, prints, photographs, antiques and etc., up to HKD300,000;

- Fragile art & Collectibles i.e. porcelains, glassware, crystal, ceramics and etc., up to HKD50,000;
- Wine and whisky, up to HKD50,000;
- Jewellery and Watches, up to HKD80,000;
- Money, up to HKD80,000;
- Gold, silver and plated articles up to HKD80,000;
- Stamps, coins and medals, up to HKD100,000;
- Sailboards, surfboard, rowing boats and dinghies, including the accessories, up to HKD100,000.

#### **4. Fixtures and Fittings**

If the Building is not covered by this Policy, We will pay for the loss or damage to Your Fixtures and Fittings for the amount insured as shown in the Schedule installed by You as the owner of the Building,

#### **5. Tenant's improvements**

We will pay for the Accidental loss of or damage to Fixtures and Fittings installed by You as tenant of the Home at Your expense. The maximum we will pay under this sub section is up to 10% of the amount insured for contents as shown in the Schedule or the specified amount insured shown in the Schedule whichever is higher.

#### **6. New Acquisition**

The item acquired by You during the period of insurance shall be indemnified under the terms of this Section up to 30% of the total Amount Insured under Section C as shown in the Schedule, provided that You have notified us of the acquisition within 90 days and an additional premium is paid.

#### **7. Outdoor Items**

We will pay for the Accidental loss of or damage to outdoor garden furniture, statues, and ornaments but within the boundary of the Home. The maximum We will pay under this sub section is HKD100,000 in respect of any one incident or the specified amount insured shown in the Schedule, whichever is higher.

#### **8. Temporary Storage outside from Home**

We will indemnify You for loss of or damage of the items temporarily (for a maximum of 6 months, unless otherwise agreed) kept at the secure locations anywhere in the world, the maximum We will pay under this section is 15% of the total sum insured as shown in the Schedule, subject to a maximum of HKD500,000 per claim and in aggregate during the period of insurance.

#### **9. Marquees**

We will pay the loss of or damage to any marquee under Your custody and control, or on loan or hire to You from any third party, provided that it is not insured elsewhere. The maximum We will pay is Your legal liability to the owner or hirer, or the current Market Value of the marquee, or HKD150,000, whichever is less.

#### **10. Alternative accommodation, rent payable and loss of rent**

If Your Home is rendered uninhabitable by loss or damage covered by this Policy, or the local authority prohibits access to Your Home, and provided that You have our prior notification consent, We will pay either:

- a. the reasonable cost of alternative accommodation which You as occupier of the Building incur for Your family and Your domestic pets; or
- b. any rent for which You are liable as occupier; or
- c. loss of rent which You are unable to recover.

We will not pay for alternative accommodation, rent payable or loss of rent for more than one year. The maximum We will pay in all under this sub section is 25% of the amount insured for the Contents as shown in the Schedule.

#### **11. Items Belongings to Your Domestic Helpers and Guests**

We will pay for the loss of or damage to items owned by Your domestic helpers and guests in Your Home up to the amount insured for the Contents as shown in the Schedule.

We will not pay for the loss or damage to jewellery, watches, valuables, money and Credit Cards belongings to Your domestic helpers, guests, staff, and other persons in Your Home.

#### **12. Full-time Education Student Living Away from Home**

The loss of or damage to items belonging owned by a full-time education student who temporarily reside away from Home. The maximum We will pay in total under this sub-section is HKD250,000 during the period of insurance or the specified items shall be described individually in a list specification held with Us.

### 13. Family who Temporarily Moves into Nursing Home or Care Home

The loss of or damage to items belonging owned by Your Family who temporarily moves into nursing home or care home. The maximum We will pay in total under this sub-section is HKD250,000 during the period of insurance or the specified items shall be described individually in a list specification held with Us.

### 14. Food Spoilage

We will pay for the Accidental loss of or damage, up to the amount insured shown in the Schedule, caused by spoilage or deterioration of the food (except wine or spirits) in Your freezers and/or refrigerators located in the Home due to:

- a. Accidental failure of the power supply;
- b. mechanical breakdown of the appliance.

### EXCLUDING

This Policy does not cover:

1. deliberate act of any electricity or gas company or the exercise by any such company or authority of its power to withhold or restrict supply;
2. failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas company;
3. Your failure to maintain the equipment in good serviceable condition.

### 15. Keys and Locks Replacement

We will pay for the reasonable cost of replacing and installing door locks, windows, burglar alarm systems or safes located in Your Home if the keys have been stolen or Lost anywhere in the world, up to the amount insured for the Contents as shown in the Schedule.

### 16. Bicycles and Sports Equipment

We will pay You, up to the amount shown in the Schedule, for Loss of or Damage to Your bicycles and accessories, and to Your sports equipment belonging to You and/or Your Family for personal use.

We will not pay for any loss or damage:

- a. to tyres, lamps or other accessories unless the bicycle has been Lost or Stolen and found damaged;
- b. to the bicycle while it is being used for racing or is hired or lent to anyone other than Your family;
- c. by theft of the bicycle if it is left outside the Home and not permanently secured to a fixed structure by means of suitable safety devices.

### 17. Business equipment

We will pay the Loss of or damage to Your business equipment whilst kept at Your Home. Electronic office equipment consisting of computers, printers, fax machines, photocopiers, and scanners. The maximum We will pay under this sub section is HKD200,000 in any one period of insurance.

### 18. Data Replacement

We will pay up to HKD50,000 in total for the cost of recovering and/or replacing Lost personal documents, digital photographs, digital music or digital video caused by an event indemnifiable under this section that resulted in the destruction or damage to Your computer. We will not pay You for the cost of replacing or restoring any hardware or software, or for any financial loss resulting from the loss of the documents, information or data listed above. The maximum We will pay under this sub section is HKD50,000 in all during the period of insurance.

### 19. Credit Cards

We will pay You on the amounts You become legally liable to pay following unauthorised use of Your Credit Cards, issued in Hong Kong to You or a member of Your family, after they are Lost or stolen from Your Home or elsewhere in the world, while in the custody care of a member of Your family. You must report the loss to the card issuer within 24 hours of the loss being discovered. The maximum We will pay under this sub section for any one incident and in all during the period of insurance is HKD300,000.

We will not pay for:

- a. Credit Cards held for business or professional purposes;
- b. unauthorised use of a credit card by Your family;
- c. any claim resulting from the theft or Loss of a credit card where You or Your household have failed to comply with all terms and conditions under which it was issued.

### 20. Identity Fraud

We will pay for the cost of reasonable and necessary legal's fees that You incur as a result of an Identity Fraud, to:

- a. reinstate Your consumer credit rating;
- b. remove incorrect judgments;
- c. defend a claim against You by financial institutions;



Provided that the fees are incurred with our prior written approval. The maximum We will pay under this sub section is HKD200,000 in any one period of insurance.

#### **21. Damaged by Pets**

We will pay the Loss and damage to the Contents caused by domestic pets during the Period of Insurance, but excluding scratching, chewing, and denting.

#### **22. Home Alterations for Permanent Physical Disability from an Accident**

We will pay the reasonable cost and necessary alterations to Your Home to enable You to live unassisted if You have become permanently physically disabled as a direct result of a sudden and unforeseen Accident during the period of insurance. The maximum We will pay under this sub section for any one incident and in all during the period of insurance is HKD400,000.

#### **23. Accidental Death**

We will pay up to maximum of HKD50,000 during the period of insurance in respect of Accidental death of Your family arising from fire or violence caused by burglars.

#### **24. Golf hole-in-one**

We will pay for the hospitality expenses You incur in the clubhouse of any recognized golf course on the day and as a direct result of achieving a hole-in-one on the same course during the period of insurance, provided that You are playing as an individual amateur golfer in a friendly or competitive game. You must provide an official certification from the evidencing the hole-in-one along with receipts for the expenses incurred as proof in the event of a claim.

The maximum We will pay is HKD10,000 per hole-in-one and HKD25,000 in total during the period of insurance.

## **SECTION D : LIABILITY**

We will pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing that You, Your Family members (residing with You) and Your domestic helpers (while performing the duties under the relevant employment contract with You or Your Family member) become legally liable to a third party:

- as owner/tenant/occupier of Your Home
- as an individual in Hong Kong or anywhere in the world

as a result of

- Accidental bodily injury (including death or disease) to any person
- Accidental Loss of or damage to their property

Compensation for which the Insured, as owner or tenant of the Home listed in the Schedule, may be civilly liable, as a result of bodily injury, material damage and consequential damages, involuntarily caused to third parties, by events that occurred are covered. During the term of the coverage of this Policy and claimed during the insurance period or during the 12 months following the end of the validity of the Policy with the limits established in the Schedule and when any of the exclusions included in the Policy do not apply.

#### **1. Owner's/Occupier's Liability**

We will pay the amount that You become legally liable to pay as owner and/or occupier of Your Home for Accidental Bodily Injury to another person or Accidental damage to another person's property that happens in or at Your Home.

#### **2. Owner's Liability in Common Area**

We will pay the amount that You become legally liable to a third party as an owner of the Building of which Your Home forms part resulting from an Accident which causes bodily Injury or physical damage to property which happens during the period of insurance.

The indemnity is provided only under the following conditions:

- a. this cover is operative only if there is no third party risks insurance policy being taken out by or on behalf of the Owners or Corporation of the Building (referred to hereinafter as the "Primary Policy") in relation to such Common Parts of the Buildings; or
- b. 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 pay 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 Building Management Ordinance, Chapter 344 of the Laws of Hong Kong (referred to hereinafter as “the Ordinance”).

### **3. Tenant's Liability**

We will pay the amount that You become legally liable to pay for damage to the Building that form part of Your Home rented or occupied by You and Your Family for any reasonable cost of repair.

### **4. Personal Liability**

We will pay the amount that You become legally liable to pay in personal capacity for Accidental Bodily Injury to another person or Accidental damage to another person's property:

- Anywhere in Hong Kong other than in or at Your Home;
- Anywhere outside Hong Kong

### **5. Independent Contractor's Liability**

We will pay the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by You or under a contract for services with You or any person working for employed by the said independent contractor) and all costs and expenses agreed by us in writing, up to but not exceeding the extent You become legally liable for compensation to bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to the Building.

Provided that

- a. the contract value of such alteration and/or addition shall not exceed HKD500,000 for each contract and;
- b. the Accident happens during the period of insurance.

We will not pay more than the amount insured for Independent Contractor's Liability as shown in the Schedule per claim and in aggregate under this Policy.

### **6. EXCLUSIONS**

This Policy does not cover:

1. Liability in respect of injury to You and/or Your Family, or any person under a contract of service with You and/or Your Family, and arising out of, and in the course of, such person's employment by You and/or Your Family.
2. Liability in respect of Loss of or damage to item which belongs to or is in You and/or Your Family care, custody or control of any person under contract of service with You and/or Your Family.
3. Liability arising of:
  - a. any wilful or malicious act;
  - b. the business pursuit or exercise by You and/or Your Family of any employment business trade or profession;
  - c. the occupation or ownership of any land or Building other than Your Home as shown in the Schedule;
  - d. the ownership, possession, or use of electrically or mechanically propelled vehicles, pedal cycles being used for racing, aircraft, watercraft, and motor cycles;
  - e. any agreement where such liability would not have attached in the absence of such agreement;
  - f. any unauthorised structures and/or unauthorised Building erection demolition repair installation and renovation works on within the Building;
  - g. any criminal activity.
4. Liability arising directly or indirectly from any judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
5. Any cost arising from wear and tear or making good the Home whether You are legally liable for such costs under the terms of any tenancy agreement or not (applicable to Tenant's Liability only).

## **SECTION E : BUILDING**

You are insured against all risks for material and direct damage caused by events not expressly excluded that result in the destruction of or damage to Your Buildings.

### **1. Insured Items**

Private dwellings at the addresses specified in the Schedule, including gardens, grounds, garages and outbuildings.

### **2. Sum Insured**

Your Building are insured up to the amount of the agreed sum insured as shown in the Schedule of insurance. The sum insured is the maximum amount that can be due in the event of an Insured Event. In order to guarantee You complete insurance cover for the entire duration of the Policy, in accordance with the conditions laid down in the Policy, You must maintain the sum insured under this section at a

level corresponding to the cost of reconstructing all Buildings on the basis of the same construction characteristics should they be destroyed, net of the fees of experts, architects, engineers and technical experts.

#### Basis of Settlement

We will pay for the cost of repair and reinstatement of the damaged part of the Building named as Home as shown in the Schedule provided that the work is carried out without delay. However, We will not pay for any Depreciation of Market Value beyond the cost of repair or reinstatement.

The exclusions are set out in the "General Exclusions" Section.

### 3. Garden and Landscaping

We will pay up to 5% of the total Amount Insured for the Building as shown in the Schedule for damages Your garden or landscaping, but no more than HKD5,000 for any one tree, shrub, or plant or the specified amount insured shown in the Schedule whichever is higher.

We will only pay for the losses caused by:

- Fire, lightning and explosion;
- Collision or impact of vehicles or aircraft;
- Riot or civil commotion;
- Theft or vandalism.

### 2. Damage to Gates or Fences in the Event of Falling Trees or Branches

We will pay the Accidental Loss or damage to gates or fences at Your Home caused by falling trees or branches up to HKD30,000 in respect of any one incident under this sub-section.

We will not pay for any damages caused by storm, flood, or lopping, topping, or felling of trees or shrubs to gates or fences.

### 3. Additional expenses

We will pay any necessary and reasonable additional expenses which You incur in reinstating the Buildings following insured damage up to maximum of 25% of the amount insured for the Building as shown in the Schedule.

- Architects', surveyors', consulting engineers' and legal fees;
- The cost of clearing the debris and making the Building safe;
- The cost of complying with any government or local authority requirement following damage.

### 4. Alternative accommodation and Loss of rent

If Your Home is rendered uninhabitable by Loss or damage covered by this Policy, or the local authority prohibits access to Your Home, and provided that You have our prior consent, We will pay either:

- a. the reasonable cost of alternative accommodation which You as occupier of the Building incur for Your family and Your domestic pets; or
- b. Loss of rent which You are unable to recover.

We will not pay for alternative accommodation, rent payable or Loss of rent for more than one year. The maximum We will pay in all under this sub section is 25% of the amount insured for Section C and Section E.

### 5. Locating a Leakage

We will pay the reasonable cost of locating a leak from Your fixed domestic water installation for which You are responsible. The maximum We will pay under this sub section for any one incident and in all during the period of insurance is the amount insured for the Building as shown in the Schedule. We will not cover the cost of repairs to any fixed domestic water installation.

### 6. Emergency access

We will pay You for the cost of repairing damage to Your Home up to HKD50,000 as a result of forcible entry to the Building to attend a medical emergency.

### 3 24-HOUR HOME ASSISTANCE HOTLINE SERVICE

Please call 24-hour Hotline **(852) 2862 0113** (service within the territory of Hong Kong only) and quote Your Schedule number.

This 24-hour hotline will assist You and Your Family in arranging any of the following services:

1. Electrician referral
2. Plumbing referral
3. Locksmith referral
4. Baby sitting/Domestic helper referral
5. Home nursing referral
6. House call/Dental referral
7. Pest control/Cleaning service referral
8. Air-conditioning engineer referral

All the costs and expenses incurred in using the service provided will be solely borne by You and Your Family.

### 4 GENERAL EXCLUSIONS

#### What is not insured?

**1. We will not pay for any Loss, damage or expenses caused by or resulting from:**

- a. Inherent defect, wear and tear, gradual deterioration, insects, vermin, rust, corrosion, rot, mould, toxic mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
- b. misuse, electrical or mechanical breakdown;
- c. faulty or inadequate construction, design or workmanship or the use of faulty materials;
- d. confiscation, requisition, detention or destruction by, or by order of, any government, public or local authority or agency of them;
- e. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war;
- f. mutiny, riot, military or popular rising insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamations or maintenance of martial law or state of siege.
- g. any act of any person or persons acting on behalf of or in connection with any organisation, the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means;
- h. to any property, or any Loss or expense, or any consequential Loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
  - i. nuclear weapons material;
  - ii. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion f, combustion shall include any self-sustaining process of nuclear fission;
  - iii. nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the Loss;
  - iv. the transmission of any communicable disease, human immune deficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any virus complex or syndrome that is related thereto;
- i. Your own wilful act, or that of any member of Your household; this exclusion does not apply to theft of insured property by Your domestic employees;
- j. coastal or river erosion;
- k. normal settlement, shrinkage or expansion of the Buildings;
- l. any process of heating, drying, cleaning, washing, dyeing, alteration, repair, maintenance, dismantling, restoration, decoration, but this exclusion does not apply to Sections A and B;

**2. We will not pay for Loss, damage or expenses:**

- a. if the Home is left unoccupied for more than 60 consecutive days unless We agree to this with You in writing;
- b. while the Buildings are undergoing demolition, structural alteration, structural repair or extension unless We agree to this with You in writing;
- c. caused by theft, attempted theft, or Accidental damage while the Building, or any part of the Building, are lent, let or sublet unless entry to or exit from the Building is made using violence or force;
- d. illegal structures of the Home, or liability arising out of illegal structure of the Home;
- e. of any property owned by or held in trust in connection with any business, profession, or trade, except where specifically noted under Section C, unless We agree to this with You in writing.
- f. liability arising directly or indirectly from any business, profession, or trade.
- g. Any Accident, bodily injury, Loss or damage occurring, or expense incurred before the cover under this Policy started.
- h. Any punitive, aggravated, exemplary or other such damages awarded by any court.

- i. Any sum in excess of that which the court of Hong Kong would have awarded in respect of any claim made against You or which We are liable to indemnify under this Policy.
- j. The cost of routine maintenance or redecoration.
- k. of any Depreciation, but this exclusion does not apply to Sections A and B.
- l. Any consequential loss.
- m. Any expense incurred in preparing a claim.
- n. of any claim which but for the existence of this insurance would have been compensated under any other policy.
- o. Excess as shown in the Schedule and/or this Policy.

**3. This insurance excludes any loss, damage, expenses or bodily injury directly or indirectly occasioned by or caused by or arising from or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.** For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof, by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

**4. Pollution and Contamination Exclusion**

This insurance does not cover any Loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a. pollution or contamination which itself results from a peril reinsured against;
- b. any perils reinsured against which itself results from a pollution or contamination;
- c. Any liability in connection with disposed or dumped waste materials or substances is also excluded.

**5. Sanction Limitation and Exclusion Clause**

No (re)insurer shall 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 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 or United States of America.

## 5 GENERAL CONDITIONS

**1. Your Obligations**

You must

- take all reasonable precautions to prevent Accidents and losses;
- comply with all statutory obligations;
- inform us of any change in circumstances which may affect this insurance;

**2. Maintaining the Amount Insured**

- maintain the amount insured for unspecified items under Sections A and B at a level that represents the replacement cost or current Market Value, whichever is the greater. Any item over HKD300,000 under Section A and HKD100,000 under Section B must be individually listed in a specification held by us;
- inform us if Building work is to take place at Your Buildings when the cost of the works exceeds HKD500,000. You must inform us before entering any contract for the works and You must comply with any condition relating to prevention of Loss or damage We may impose.

**3. Making a claim**

If any Accident resulting in Loss or damage, injury or liability to You which may give rise to a claim, You must

- inform us immediately with the written proof of Loss within 30 days from the date when We acknowledge the receipt of Your claim form;
- immediately tell the police if You suspect there has been a crime and obtain a police report reference number;
- immediately send us, without replying on it, any summons or other communication You receive in connection with any incident that may give rise to a claim under this Policy. You must not admit, deny, negotiate or pay a claim or liability without our written consent. We are entitled, but not obliged, to take over and deal with, in Your name, the defence or settlement of any claim.

**4. Reinstatement**

We will automatically reinstate the amounts insured to the sums shown in the Schedule after We pay a claim under Section C or E. We will not, however, automatically reinstate the amounts insured under Section A or B.

#### **5. Fraud**

If You have not disclosed or have misrepresented any fact or circumstance which might affect our decision to provide insurance or the terms of that insurance, or You or anyone acting for You makes a claim under the Policy knowing the claim to be false or provides false information in connection with any claim, We can refuse to pay any claim or We can treat the insurance as void.

#### **6. Recovered Property**

If We recover any of Your property after We have paid a claim, We will write to You at Your correspondence address shown in the Schedule and You may repurchase it from us within 60 days. You must repurchase the recovered item for either:

- a. the settled claim amount plus interest plus any recovery costs or expenses. Interest will be charged for the period between the date the claim was settled and the date You repurchase the item; or
  - b. the Market Value at the time of recovery and any recovery costs or expenses;
- whichever is less.

#### **7. Subrogation**

We have the right to proceed in Your name against third parties who may be responsible for an event giving rise to a claim under this Policy for the purpose of

- a) enforcing any rights and remedies or
- b) obtaining relief or indemnity from other parties to which We are entitled.

You shall not obstruct such actions and cooperate in all related matters if We require You to do so.

#### **8. Cancellation**

- a) We reserve the right to cancel this Policy at any time with immediate effect in the event of fraud, material misstatement, concealment, breach of utmost good faith on Your part in connection with a claim submitted to Us or any other matters affecting the underwriting of this Policy or any other policy issued by Us to You.
- b) You may cancel this Policy at any time by submitting a written notice to Us. Such cancellation notice will be effective from the moment We send You a written receipt confirmation or on a later date if specified by You. In the event of such cancellation, You will be entitled to a refund of Premium for the remaining Period of Insurance provided that no claims have been paid or are due to be payable under this Policy on the effective date of cancellation.

#### **9. Non-payment of Premium**

We reserve the right to cancel this Policy with effect from its inception in the event of non-payment of the premium, or if You are paying by installments the date when the last installment was due.

#### **10. Other Insurance**

If a Loss covered by this Policy is also covered by other insurance, We will only pay the rateable proportion of the Loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the Loss.

#### **11. Governing Law**

This Policy is interpreted and governed by the laws of Hong Kong Special Administrative Region of People's Republic of China.

#### **12. Jurisdiction**

We shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore, the indemnity shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

#### **13. 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.

#### Personal Information Collection Statement

- a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A. Hong Kong Branch (the "Company") with data about yourself, policyholder(s), claimant(s), and / or other relevant individuals (the "Personal Data") in connection with the provision of insurance and / or related products and services to you, the processing of claims under insurance policies issued and / or arranged by the Company, and / or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and / or related products and services to you, process claims under insurance policies issued and / or arranged by the Company, and / or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
  - i) administering your insurance application, arranging and executing insurance contracts and / or related products and services, and managing your account with the Company;
  - ii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and / or settlement of claims under insurance policies issued and / or arranged by the Company;
  - iii) exercising rights of subrogation (if applicable);
  - iv) collection of amounts outstanding (if any) from customers;
  - v) arranging coinsurance and / or reinsurance in respect of the insurance policies issued and / or arranged by the Company;
  - vi) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - vii) providing customer services (including, but not limited to, processing enquiries and complaints) and other related activities;
  - viii) conducting data matching procedures;
  - ix) designing insurance and / or related products and services for customers' use;
  - x) marketing insurance and / or other related products and services of the Company and / or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company's parent company) (hereinafter referred to as the Group Entities");
  - xi) statistical or actuarial research of the Company, its Group Entities, insurance industry associations or federations, government departments, regulatory or other recognized bodies;
  - xii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and / or its Group Entities are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
  - xiii) fulfilling any other purposes directly relating to (i) to (xii) above.
- d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
  - i) intermediaries, claims service provider, reinsurers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and / or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the Company in connection with the operation of its business;
  - ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - iii) overseas locations or branches, as appropriate, of the Company and / or its Group Entities;
  - iv) persons to whom the Company and / or its Group Entities are under an obligation to make disclosure under the requirements of as mentioned in (c) (xii);
  - v) any court, government departments, regulatory or other recognized bodies (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the Company and / or its Group Entities;
  - vi) lawful successors or assigns of the Company; and
  - vii) persons who owe a duty of confidentiality to the Company and / or its Group Entities.
- e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and / or members of such industry associations or federations.
- f) In accordance with the *Personal Data (Privacy) Ordinance (Cap 486)*:
  - i) any individual has the right to:
    - A) check whether the Company holds Personal Data about him / her and, if so, obtain a copy of such data;
    - B) require the Company to correct any Personal Data relating to him / her that is inaccurate; and
    - C) ascertain the Company's policies and practices in relation to Personal Data and to be informed of the kind of Personal Data held by the Company; and
  - ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to data and / or correction of Personal Data and / or for information regarding policies and practices and kinds of Personal Data held are to be addressed as follows:

Personal Data Protection Officer,  
Assicurazioni Generali S.p.A., Hong Kong Branch,  
21/F, 1111 King's Road  
Taikoo Shing, Hong Kong.