

**ZURICH**[®]

Zurich LandlordCare Insurance Plan

Please read this Policy carefully to ensure that You have the protection You need.

Please remember that as Your needs change, so should Your insurance coverage. Please let us know when changes take place.

The Policy is evidence of a contract between You and Zurich. You should read all parts of the Policy together as they form a single document.

Insuring Agreement

You have applied to Zurich and paid or agreed to pay the Premium. In return Zurich will provide the insurance detailed in this Policy, subject to and in accordance with the exclusions, limitations, provisions and terms and conditions of this Policy.

Sections 4 will be covered only if the Schedule shows that You have insured these Section(s) and paid or agreed to pay the additional premium.

Part I Coverage

Section 1 Legal Liability

Liabilities Which Are Insured

Owner's Legal Liability

1.1 Zurich will indemnify You for compensation that You become legally liable to pay as owner 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 during the Period of Insurance.

Expenses and Legal Costs

1.2 Zurich will pay all charges expenses and legal costs under Section 1 that are:
1.2.1 incurred by Zurich or by You with Zurich's prior written agreement in the settlement or defence of any claim for compensation; and
1.2.2 recovered from You by claimants in respect of such claims for compensation.

Legal Representatives

1.3 Zurich will also indemnify your legal personal representatives in respect of liability incurred by You if they observe the terms and conditions of this Policy so far as that is possible.

Extra Benefits

Owner's Liability in Common Area

1.4 Subject to You being the owner of the Home, Zurich will further indemnify You for compensation which You become legally liable to pay as a part Owner of the Common Parts of the Building subject to the following paragraphs 1.4.1 to 1.4.4.

1.4.1 For the purpose of this extra benefit only, the expressions "Common Parts", "Building", and "Owner(s)" have the same meanings as assigned to those expressions in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.

1.4.2 Where there is any other insurance policy that provides indemnity to liability that is covered under this Clause 1.4, then this extra benefit shall be operative only in respect of

1.4.2.1 where such liabilities are not indemnifiable by such other insurance policy; or
1.4.2.2 any excess liability beyond and above the amount paid or payable under such other insurance policy.

1.4.3 Subject always to preceding paragraph 1.4.2, the indemnity under this extra benefit is limited to Your proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the said Building Management Ordinance, Chapter 344.

1.4.4 The limit of liability for this extra benefit shall not exceed HKD10,000,000 for any one claim arising out of one accident or in total for all claims in any one Period of Insurance.

Liabilities Which Are Not Insured

1.5 Zurich will not provide any indemnity for liability arising out of

Family Members/Employees

1.5.1 Bodily Injury to You, Your Family or any Employee or Domestic Helpers of Yours or Your Family.
1.5.2 damage to property belonging to or under the care custody or control of You, Your Family or any Employee or Domestic Helpers of Yours or Your Family.

Lifts And Elevators

1.5.3 Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevators.

Other Premises

1.5.4 the ownership or occupation of any land or building other than the ownership of Your Home or Building.

Business and Professions

1.5.5 the pursuit or exercise by You or Your Family of any employment business trade or profession.

Vehicles

1.5.6 the ownership possession or use of electrical or mechanical propelled vehicles, pedal cycles being used for racing, watercraft, aircraft or model aircraft owned by or in the custody or control of or on behalf of You or Your Family.

Contractual Liability

1.5.7 any agreement unless liability would have arisen in the absence of that agreement.

Unauthorized Building Works

1.5.8 any unauthorised structures and/or unauthorised building erection demolition repair installation and renovation works on or within the Building. For the purpose of this clause the meaning of unauthorised structures and/or unauthorised building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

Electronic Data Exclusion

1.5.9 the transmission of any computer code, programme or other data.
1.5.10 the unauthorised taking of or access to data.

Asbestos Exclusion

1.5.11 asbestos, asbestos products or asbestos contained in any products.

Limit of Liability

1.6 Zurich's liability under this Section 1 including all charges expenses and legal costs will not exceed the Limit of Liability as stated in the Schedule in respect of any one occurrence or any one Period of Insurance.

Section 2 Home Contents

Events Which Are Insured

2.1 Zurich will indemnify You for any Accidental loss destruction or damage to Home Contents which happens during the Period of Insurance. However, Zurich will only indemnify You for any Accidental loss destruction or damage to Your Electronic Communication Products caused by fire, lightning or by a burglary or attempted burglary at Your Home.

Extra Benefits

2.2 Zurich will also indemnify You for

Debris Removal

2.2.1 cost and expenses which You incur with Zurich's prior consent for the removal of the debris of any of the Home Contents which have been destroyed or damaged by an insured event.

2.2.1.1 Zurich will not pay any costs or expenses:
(a) incurred in removing debris which is not from Your Home or the area immediately adjacent to Your Home;
(b) arising in any way directly or indirectly from pollution or contamination;
(c) arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property; or
(d) for more than HKD5,000 in any Period of Insurance in respect of this extra benefit.

Damage by Firemen

2.2.2 Accidental loss or damage to Home Contents directly caused by firemen in the execution of their duties.

Interior Decoration Period

2.2.3 Accidental loss or damage to Home Contents while Your Home is undergoing interior decoration or redecoration but excluding
(a) any loss directly or indirectly caused by bursting of water pipes and/or blocking of drainage system;
(b) any loss or damage to the property directly caused by the workmanship in the decoration works; or
(c) contract works exceeding beyond two (2) months duration.

2.2.3.1 Zurich will not pay more than HKD100,000 in any Period of Insurance in respect of this extra benefit.

Temporary Removal

2.2.4 Accidental damage to Your Home Contents whilst temporarily removed from Home for cleaning, renovation, repair or similar purposes to any other premises and while in transit within Hong Kong.

2.2.4.1 Zurich will not pay more than HKD50,000 in any Period of Insurance in respect of this extra benefit.

Green Living Cover

2.2.5 Accidental loss or damage to any "Energy efficiency products" in Your Home, this Policy shall extend to cover extra 10% of the value of an identical or a new product of similar quality against any Accidental loss or damage when You choose to replace the damaged product with a new one of identical or improved quality in the event where repair cannot be carried out according to the basis of settlement as stated in Clause 2.6.

2.2.5.1 "Energy efficiency products" mean any of the Listed Models of Prescribed Products as defined under the Energy Efficiency (Labelling of Products) Ordinance, Chapter 598 of the Law of Hong Kong, and the words "Listed Models" and Prescribed Products" shall have the same meanings as assigned to them in the said Ordinance.

2.2.5.2 Zurich will not pay more than HKD20,000 in respect of any one item of "Energy efficiency products" nor more than the Limit of Liability of this Section 2 as stated in the Schedule in any Period of Insurance.

Loss of Rent

2.2.6 any loss of rent which You suffer, subject to Zurich's prior consent, when Your Home is made uninhabitable by any of the causes insured by this Section 2.

2.2.6.1 Zurich will not pay more than HKD10,000 for each month in respect of this benefit; and

2.2.6.2 Zurich will not indemnify the loss of rent for more than three (3) months in any Period of Insurance in respect of this benefit.

Deductible

2.3 Zurich will not be liable for the first HKD250 in respect of each and every loss under this Section 2.

Events Which Are Not Insured

2.4 Unless otherwise specified, Zurich will not indemnify You for any loss destruction or damage directly or indirectly caused by:

Theft

2.4.1 theft of Home Contents unless following a forcible and violent entry to or exit from Your Home which has been reported to police within twenty-four (24) hours of discovery.

2.4.2 theft by You, Your Family or Your Domestic Helper or any person entered to Your Home with the consent of You or Your Family or by any Employee or Domestic Helper of You or Your Family.

Dishonesty

2.4.3 fraudulent action trick device or other false pretence.

Wear and Tear

2.4.4 wear and tear, rust, corrosion, mildew, mould, change in temperature or humidity.

2.4.5 However, Zurich will pay for the loss, destruction or damage to other property insured by this policy which is resulting from the cause specified in 2.4.4.

Damage by Animals

2.4.6 chewing, scratching, tearing or fouling by any domestic pet or damage by insects larvae or vermin of any kind.

Unoccupancy

2.4.7 theft or water damage to Your Home Contents after Your Home has been vacant for more than thirty (30) consecutive days.

Electrical / Mechanical Breakdown

2.4.8 electric current (other than lightning) to electrical equipment or appliances or cables.

2.4.9 any electrical and mechanical breakdown failure derangement or overheating other than loss destruction or damage caused by direct strike of lightning.

2.4.10 However, Zurich will pay for the loss, destruction or damage to other property insured by this policy which is resulting from the causes specified in 2.4.8 and 2.4.9.

Basis of Settlement

Sets, Pairs and Collections

2.5 If an insured item forms part of a pair, set or collection, Zurich will not be liable to pay more than the value of that part lost or damaged regardless of any special value which the parts together may have as a pair, set or collection and in any event not more than a proportionate part of the sum on the pair, set or collection.

New for Old

2.6 Zurich will at its option replace an insured item with a new item of equivalent value and quality or repair the item to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is lesser without any deduction for wear and tear or depreciation.

Limits of Indemnity

2.7 The total maximum Limit of Indemnity under this Section 2 will not exceed the Limit of Liability as stated in the Schedule in any Period of Insurance.

Home Contents

2.7.1 Unless specifically declared to and accepted by Zurich, the maximum liability of Zurich under this Policy for any single item of Home Contents shall be HKD100,000 in any Period of Insurance.

Section 3 Emergency Assistance Benefits

Benefits Which Are Provided

3. Zurich has arranged a "24 Hour Emergency Home Assistance Service" to provide You with the following benefits in case of Emergency:

Electrical Assistance

3.1 Emergency Home Assistance will arrange and pay up to a maximum amount of HKD500 per visit for a registered electrician to effect immediate temporary repair of Your electrical appliances inside Your Home in case of any malfunction.

Plumbing Assistance

3.2 Emergency Home Assistance will arrange and pay up to a maximum amount of HKD500 per visit for a licensed plumber to effect immediate temporary repair in the event of clogging, bursting or overflowing of the water supply system inside Your Home.

Benefits Which Are Not Provided

3.3 For the benefits provided in Clauses 3.1 to 3.2, Emergency Home Assistance will not provide any assistance service if the repair necessitates the breaking of wall or decoration of Your Home.

Enquiry and Referral Services Which Are Provided

3.4 Zurich has arranged the "24 Hour Emergency Home Assistance Service" to organize the following services for You at Your request but any expenses of services will be borne by You:

Household Appliances Repairing Service

3.4.1 Emergency Home Assistance may arrange for a registered electrician to repair the defect of Your household appliances inside Your Home.

Home Cleaning Service

3.4.2 Emergency Home Assistance may arrange a company specialized in home cleaning to perform cleaning services at Your Home.

House Call / Dental Referral

3.4.3 Emergency Home Assistance may arrange a house call to Your Home by a registered doctor or medical specialist or secure an appointment with a dental practitioner.

Baby Sitting / Domestic Helper / Nursing Assistance

3.4.4 Emergency Home Assistance may arrange for a baby sitter or domestic helper to take care of Your child(ren) or Your Family during Your absence from Home. A qualified nurse may also be arranged to attend your Home for the needs of any person specified by You.

Pest Control Service

3.4.5 Emergency Home Assistance may arrange a company specialized in pest control to carry out any pest control services at Your Home.

ZURICH EMERGENCY HOME ASSISTANCE SERVICE is rendered by the service provider which is nominated by Zurich Insurance Company Ltd.

24 Hour Emergency Home Assistance Service Hotline – 2851 0038

Section 4 Building (Optional)

Events Which Are Insured

4. Zurich will indemnify You for the costs and expenses which You may incur in the repair or replacement of the Building of Your Home arising out of any Accidental loss destruction or damage to Your Home that happens in any one Period of Insurance.

Extra Benefits

4.1 Zurich will also indemnify You for

Debris Removal

4.1.1 cost and expenses which You incur with Zurich's prior consent for the removal of the debris or the dismantling or demolishing, shoring up or propping of the portion or portions of Your Home that is covered by this Section 4.

4.1.1.1 Zurich will not pay any costs or expenses

- incurred in removing debris which is not from Your Home or the area immediately adjacent to Your Home;
- arising in any way directly or indirectly from pollution or contamination of any property or debris whether from Your Home or not;
- arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property; or
- exceeding 5% of the total rebuilding costs.

Architects' and Surveyors' Fees

4.1.2 any fees charged by architects, surveyor, engineer, legal or other professional body which You necessarily incur with Zurich's prior consent for the reinstatement of the Building of Your Home that is covered by this Section 4.

- 4.1.2.1 Zurich will not pay any costs or expenses
- (a) for preparing any claim by You against Zurich;
 - (b) exceeding those fees authorized under any scale of charges of a respective professional body; or
 - (c) exceeding 5% of the total rebuilding costs.

Landslip and Subsidence

- 4.1.3 loss of or damage to the Building of Your Home directly caused by subsidence of the site or landslip occurring within the Period of Insurance but excluding
- 4.1.3.1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
- (a) coastal erosion or heave; or
 - (b) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
- 4.1.3.2 loss of or damage to any paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip;
- 4.1.3.3 the cost of removal of subsidence and/or landslip debris or making good of the site following subsidence and/or landslip except so far as is necessary to repair the structural parts of Your Home;
- 4.1.3.4 loss of or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
- 4.1.3.5 loss of or damage from landslip or subsidence as a result of any Unauthorised Building Works at Your Home or forming part of Your Home;
- 4.1.3.6 any consequential loss or damage; or
- 4.1.3.7 the first HKD10,000 or 10% of the adjusted loss amount whichever is the greater in respect of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

Your Warranties

- 4.1.4 During any Period of Insurance, You shall warrant that
- 4.1.4.1 You shall maintain Your Home and all its Building in sound repair and take all responsible steps to prevent damage.
- 4.1.4.2 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.
- 4.1.4.3 You shall notify Zurich immediately of
- (a) any excavations commenced beneath around or in the vicinity of Your Home in such event Zurich shall have the right to vary or cancel the cover provided under this Policy; or
 - (b) the operation of any peril that may affect any part of the Building or its nearby surroundings.

Deductible

- 4.2 Zurich will not be liable for the first HKD3,000 in respect of each and every loss under this Section 4 except any loss or damage caused by fire, lightning or explosion.

Events Which Are Not Insured

- 4.3 Zurich will not indemnify You for any loss destruction or damage directly or indirectly arising from or caused by

Dishonesty

- 4.3.1 dishonesty fraudulent action trick device or other false pretence.

Natural Losses

- 4.3.2 wear and tear, inadequate maintenance, deterioration, rust or corrosion, erosion, changes in appearance, mould, wet or dry rot, animals, birds, insects, larvae or vermin of any kind.

Unoccupancy

- 4.3.3 water damage after Your Home has been unoccupied for more than thirty (30) consecutive days.

Government Authority

- 4.3.4 the enforcement of any ordinance or law regulating the construction repair or demolition of the Building.

Repair And Maintenance

- 4.3.5 renovation alteration repair and installation that is not necessitated by the event covered by this Section 4.

Basis of Settlement

- 4.4 Zurich will pay the costs actually incurred in rebuilding or repairing the Building of Your Home to the same condition and extent as when new. If the property is not repaired or rebuilt, Zurich will only pay You the indemnity value immediately before the loss and the reasonable costs of demolition and removal of debris.

Limits of Indemnity

- 4.5 The total liability of Zurich under this Section 4 will not exceed the costs actually incurred to rebuild or repair Your Building to the same condition and extent as when new.

Part II Definitions

5. The following definitions shall apply to this Policy

Accident / Accidental

- 5.1 means a sudden, unexpected and unforeseen event not under the control of You and which results in a loss.

Bodily Injury

- 5.2 means injury, sickness, disease and mental injury or death resulting therefrom.

Building

- 5.3 means the block of residential structure and any hidden Fixtures and/or structural parts where Your Home is situated at, including landlord's Fixtures and Fittings inside Your Home and the walls, gates and fences of Your Home but excluding foundations, drains or any part of the structure below the level of the under surface of its lowest floor. For the avoidance of doubt, hidden Fixtures shall include drains, pipes, cables and wires that are for the sole use of Your Home.

Contents

- 5.4 means furniture, Fixtures, Fittings, plate glass, fixed glass items, clothing, household goods, personal effects, Electronic Communication Products, Valuables and interior decorations which belong to You but excluding
- 5.4.1 any part of the structure of the Home, landlord's Fixtures and Fittings, external television and radio antennae aerials fittings masts and towers;
- 5.4.2 property contained in or on verandahs, balcony, patios, terraces, forecourts and in the open generally;
- 5.4.3 property more specifically insured under another insurance policy;
- 5.4.4 deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, stamps, documents of any kind, cash, currency notes, manuscripts, medals, coins, tokens or gift tokens, lottery tickets, records or computer records, octopus cards or octopus watches and electronic money;
- 5.4.5 motor vehicles, watercraft, pedal cycles or their accessories;
- 5.4.6 plants and animals;
- 5.4.7 boiler, industrial plant and machines for commercial purposes;
- 5.4.8 property undergoing construction or erection;
- 5.4.9 drains and pipes;
- 5.4.10 contact lenses; and
- 5.4.11 unauthorized building works or constructions or structures.

Domestic Helper

- 5.5 means any individual who has entered into an employment contract with You and/or Your Family and whose duties under such contract are to perform full-time live-in domestic duties.

Electronic Communication Products

- 5.6 means pagers, portable/mobile phones, smart phones, personal digital assistant (PDA), hand-held computers and tablet PC of any kinds.

Emergency

- 5.7 means sudden and unforeseen events happening at Your Home which cause an impending or direct threat to the life or property of Yours or third parties and which require immediate temporary repair or service by an electrician, a plumber or a locksmith.

Employee

- 5.8 has the same meaning as assigned to that expression in the Employees' Compensation Ordinance, Chapter 282 of the Laws of Hong Kong.

Family

- 5.9 means Your immediate family members.

Fittings

- 5.10 means the items which are not permanently fixed at Your Home and can be taken with You when moving to a new Home.

Fixtures

- 5.11 means permanently fixed items in Your Home which would not be removed or taken when moving to a new Home.

Home

- 5.12 means the private dwelling, house or private flat owned by you at the insured location stated in the Schedule.

Hong Kong

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

Limit of Indemnity

- 5.14 means the maximum amount of compensation in respect of each insured loss.

Limit of Liability

- 5.15 means the limit of liability as stated in the Schedule.

Period of Insurance

5.16 means the period of insurance as stated in the Schedule.

Policy

5.17 means this Policy document and the Schedule issued by Zurich specifying the terms and extent of cover to You.

Premium

5.18 means the premium amount stated in the Schedule.

Schedule

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

Sum Insured

5.20 means the sum insured as stated in the Schedule.

Valuables

5.21 means jewellery, gold, silver, precious metals, furs, watches, curios, works of art and antiques.

You / Your

5.22 means the person(s) or party(ies) stated in the Schedule as an Insured.

Zurich / The Insurer

5.23 means Zurich Insurance Company Ltd.

Part III General Exclusions

6. Zurich will not be liable for any loss, destruction, injury, disease or damage to any person or property, or any liability for loss, destruction, injury, or damage to any person or property, caused directly or indirectly by or contributed to by or arising from

Unexplained Loss

6.1 unexplained loss or disappearance of any property.

Criminal Activities

6.2 any wilful, malicious or unlawful act of the insured person or any criminal acts.

Latent Defects

6.3 events which already happened or damage which already existed before the beginning of the Period of Insurance.

Deliberate Damage

6.4 deliberate acts of You or Your Family or Employee or Domestic Helper of Yours or Your Family or occupier of Your Home.

Consequential Loss

6.5 consequential loss of any kind.

Loss of Value

6.6 depreciation or loss in value of any property.

Dispossession

6.7.1 permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority.

6.7.2 permanent or temporary dispossession resulting from the unlawful occupation by any person.

Unauthorized Building Works

6.8 any unauthorized structures and/or unauthorized building erection demolition repair installation and renovation works on or within the Building. For the purpose of this clause the meaning of unauthorized structures and/or unauthorized building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

Pollution & Contamination

6.9 the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by You and/or Your Family and/or occupier of Your Home into or upon land atmosphere or any water course or body of water.

Radioactive Contamination

6.10 any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from

6.10.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

6.10.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;

6.10.3 any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

6.10.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

War

6.11.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

6.11.2 mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

Terrorism

6.12.1 any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

6.12.2 any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

6.12.3 for the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which

6.12.3.1 involves violence against one or more persons;

6.12.3.2 involves damage to property;

6.12.3.3 endangers life other than that of the person committing the action;

6.12.3.4 creates a risk to the health or safety of the public or a section of the public; or

6.12.3.5 is designed to interfere with or disrupt an electronic system.

6.12.4 in any action, suit or other proceedings where Zurich allege that by reason of the provisions of this condition any loss or damage is not covered by this Policy the burden of proving that such loss or damage is covered shall be upon You.

Sonic Bangs

6.13 pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

Electronic Date Recognition (applicable to all Sections except Section 3)

6.14.1 any Accident, loss, damage, destruction, consequential loss, bodily injury, expenses and/or liability whensoever occurring directly or indirectly, proximately, ancillary, consequentially or remotely occasioned by, contributed to by or traceable to, or arising out of or in connection with any Computer System (as hereinafter defined) not Year 2000 compliant (as hereinafter defined), whether such Computer System belongs to You or not.

6.14.2 any cost or expense howsoever or whensoever incurred for the correction, conversion, renovation, rewriting or replacement of any Computer System, whether belonging to You or not, so as to render such Computer System Year 2000 Compliant (as hereinafter defined).

6.14.3 any Accident, loss, damage, destruction, consequential loss, bodily injury, expenses and/or liability whensoever occurring directly or indirectly, proximately, ancillary, consequentially or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with any correction, conversion, renovation, rewriting or replacement, or any attempt thereof of any Computer System (as hereinafter defined) whether belonging to You or not, so as to render or attempt to render such Computer System Year 2000 Compliant (as hereinafter defined).

But this will not exclude subsequent loss, damage and/or destruction of property insured (except money and glass) which itself results from a Defined Peril (as hereinafter defined) otherwise covered by this Policy.

For the purpose of this exclusion:

(1) A "Computer System" means any equipment installation system device and/or medium and any peripheral devices software firmware new releases updates translations compilations copies partial copies and modifications attached thereto (including microchips integrated circuits and other components and parts forming part thereof or forming part of such attached peripheral devices) for processing manipulating storing or retrieving data electronically and the expression "Computer System" also includes or refers to any hardware-and-software code commands and instructions programmed into or encoded in any part of or used in connection with the Computer System.

(2) A "Computer System" is deemed "not being Year 2000 Compliant" if for any reason whatsoever it fails to or is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating interpreting or processing any data or information or command or instruction as a result of

(a) treating any date otherwise than as its true calendar date;

(b) the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date; or

(c) the inability to transfer from one calendar day to the next calendar day.

(3) A Computer System is deemed "Year 2000 Compliant" for the purpose of Section 6.14.1, 6.14.2 and 6.14.3 of this General Exclusion when it does not fall within the definition of "not being Year 2000 Compliant" set out above.

In any action suit or other proceedings where the Company allege that by reason of Section 6.14.1, 6.14.2 and 6.14.3 of this General Exclusion any accident loss damage destruction consequential loss bodily injury expenses and/or liability is not indemnifiable by this Policy, the burden of proving that such any accident loss damage destruction consequential loss bodily injury expenses and/or liability is indemnifiable by this Policy will be upon You or any other person claiming to be indemnified.

- (4) "Defined Peril" means fire lighting explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Where this exclusion is at variance with or inconsistent with any terms provision or conditions of the Policy, this exclusion shall take precedence and shall prevail.

Software and Data-Related Losses Exclusion (applicable to all Sections except Section)

- 6.15.1 any "Software Loss" except:
- (a) "Software Loss" resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the programme, computer software or operating systems, programming instructions, or data are transported, processed or contained; or
 - (b) direct physical loss or direct physical damage to tangible property by fire or explosion that results from a "Software Loss". For the purposes of this exclusion, electronic data, programme(s), computer software or operating system(s) programming instruction(s) and data are not tangible property.

6.15.2 "Software Loss" means loss of or damage to any programme(s), computer software or operating system(s), programming instruction(s) or data arising out of or resulting from any failure, malfunction, deficiency, deletion, fault, "virus", deletion or corruption or any loss of use, reduction in functionality, cost, expenses or liability resulting therefrom.

"Software Loss" includes, but is not limited to, loss or damage resulting from any authorised or unauthorised access in, of or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data.

6.15.3 "Virus" means software, data or code that affects the operation of functionality of any computer, communications system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating systems, programming instructions or data including, but not limited to, any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, trojan horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise of or to data, software or electronic business systems.

Part IV General Conditions

Due Observance

7.1 Zurich's liability is conditional on the observance by You of the terms provisions conditions and endorsements of the Policy and the truth of the information supplied by You in connection with this Policy.

Misrepresentation

7.2 If there is any material misdescription of any of the property insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, Zurich will not be liable under this Policy so far as it relates to property affected by and/or liability arising from any such misdescription, misrepresentation or omission.

Alteration In Risk

7.3 You will give immediate written notice to Zurich of any alteration which materially affects this Policy.

Other Insurances

7.4.1 In respect of Section 1 only, if an indemnity is or would but for the existence of this Policy be granted by any other insurance, Zurich will not provide indemnity except in respect of any excess beyond the amount which is or would be payable but for the existence of this Policy.

7.4.2 In respect of Section 2 and 4, if there is any other insurance effected by or on behalf of You covering any loss destruction or damage to the property insured at the time of loss, the liability of Zurich under these Sections will be limited to their ratable proportion of such loss.

7.4.3 If any such other insurance is expressed to cover any of the property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part or from contributing ratably to the loss, the liability of Zurich hereunder will be limited to such proportion of the loss as the sum hereby insured bears to the value of the property.

Reasonable Care

- 7.5 You will
- 7.5.1 take all reasonable care to maintain Your Home and all Contents and everything used in Your Home in sound condition;
 - 7.5.2 take all reasonable precautions to prevent Bodily Injury and property damage; and
 - 7.5.3 comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

Premium Charge

7.6 Zurich reserves the right to revise or adjust the premium according to our applicable premium rate at the time of premium due date by giving thirty (30) days' written notice to You and the first premium payment is non-refundable.

Cancellation

7.7.1 Zurich may cancel this Policy by sending thirty (30) days' written notice by registered letter to You at Your last known address and will return to You the Premium less the pro rata proportion (provided no claim has arisen during the current Period of Insurance on or before the date of cancellation) thereof for the period the Policy has been in force.

7.7.2 Short period rates
You may also cancel this Policy at any time. For a policy issued or renewed for less than one (1) year, the following rates apply in calculating return premium on policy cancelled at Your request and not replaced within a period of one (1) year from date of cancellation, subject to the minimum premium (HKD500 after client's discount) charged by Zurich:

| Period | |
|-------------------------|---------------------|
| (not exceeding) 1 month | 20% of Annual Rate |
| 2 months | 30% of Annual Rate |
| 3 months | 40% of Annual Rate |
| 4 months | 50% of Annual Rate |
| 5 months | 60% of Annual Rate |
| 6 months | 70% of Annual Rate |
| 7 or 8 months | 80% of Annual Rate |
| (exceeding) 8 months | Full Annual Premium |

Alternative Dispute Resolution

7.8.1 In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction issued by the Judiciary of Hong Kong as amended from time to time. Irrespective of the outcome of any form of alternative dispute resolution, all unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties.

7.8.2 It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy.

7.8.3 If Zurich denies or rejects liability for any claim under this Policy and You do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of Zurich's disclaimer, Your claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

Recipient

7.9 In the event of Your death, We will insure Your legal personal representatives for any liability You incurred and is covered under this Policy provided that Your legal personal representatives comply with the terms of this Policy.

Policy Interpretation

7.10 The interpretation of this Policy and any word or phrase contained in the Policy will be interpreted in accordance with the Laws of the Hong Kong Special Administrative Region.

Claims

7.11 You will give written notice to Zurich of any Bodily Injury, loss destruction or damage to property or claim or proceeding, impending prosecution, inquest or fatal accident enquiry immediately when the same comes to the knowledge of You or Your legal personal representative.

7.12 You will not admit liability for or negotiate the settlement of any claim without the written consent of Zurich. Zurich will be entitled to conduct in Your name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and You will give all such information and assistance as Zurich may require.

7.13 You will not waive or limit Your right of recovery against any other party without the consent of Zurich.

7.14 If You make a claim in respect of any property, You will retain the property unaltered, unrepaired and in its state and condition at the time of the event giving rise to such a claim under this Policy for such time as Zurich may reasonably require.

7.15 If Zurich is required to indemnify more than one (1) party named in the Schedule as the "Insured", the liability of Zurich will not exceed the sum of all the Limits of Liability as stated in the Schedule.

7.16 In connection with any claim or number of claims occurring in any one (1) Period of Insurance, Zurich may at any time pay to You the amount of each relevant Limit of Liability as stated in the Schedule (after deduction of any sum or sums already paid as compensation) and thereafter Zurich will be under no further liability in respect of the relevant Section under this Policy. Where Zurich pays to You the total sum of all Limits of Liability as stated in the Schedule, all of Zurich's liability under this Policy shall cease immediately.

Subrogation Right

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

Governing Law and Jurisdiction

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



ZURICH®

蘇黎世

業主安心保險計劃

請小心細閱本「保單」以確保「保單」內容符合「閣下」的需要。

閣下應切記，「閣下」的保險應隨著需要而更新。如欲更改承保範圍，敬請通知本公司。

本「保單」是「閣下」與「蘇黎世」之間的合約依據，「保單」各份文件應視作單一文件，並且一併閱讀。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

保障協議

「閣下」已投保「蘇黎世」的保險，並已支付或同意支付「保費」。有鑒於此，「蘇黎世」將提供本「保單」所載的保障。

上述保險必須遵從及依據本「保單」訂明之承保事項、限制、規定、條款及條件。

「附表」必須註明「閣下」已投保並已支付或同意支付額外保費，第4節的保險方始生效。

第1部分 承保範圍

第1節 法律責任

承保責任

業主法律責任

1.1 如「保險期」內於「閣下」的「家居」發生「意外」以致其他人士蒙受「身體損傷」或招致財物受損，而「閣下」作為「家居」的業主由此招致任何法律責任，「蘇黎世」將就此向「閣下」作出賠償。

支出及法律費用

1.2 「蘇黎世」將支付：
1.2.1 所有經「蘇黎世」書面同意，及由「蘇黎世」或「閣下」就任何索償達成和解或提出抗辯所招致之開支、支出及法律費用。
1.2.2 任何索償人就該責任賠償向「閣下」成功追討的所有開支、支出及法律費用。

法律代表

1.3 如「閣下」的法定遺產代理人盡力遵守本「保單」的條款與規章，「蘇黎世」亦會就「閣下」招致的責任向「閣下」的法定遺產代理人支付賠償。

額外保障

業主就公用地方承擔的責任

1.4 如「閣下」是「家居」的業主，「蘇黎世」並會賠償「閣下」作為「家居」所在「建築物」「公用部份」共同業主之一而需承擔的法律責任支付賠償，但仍需遵從1.4.1至1.4.4節的規定。

1.4.1 純粹就本額外保障而言，「公用部份」、「建築物」及「業主」的釋義與《建築物管理條例》(香港法例第344章)所訂相同。

1.4.2 若有任何其他保單會就第1.4節承擔法律責任，本額外保障只會於以下情況適用：

1.4.2.1 有關的責任必須是無法根據任何其他保險保單索償，本額外保障方始生效；或

1.4.2.2 本額外保障只適用於超出其他保單已付或應付金額的溢額賠償。

1.4.3 遵從前述1.4.2規定，本額外保障只適用於並且只限於「閣下」作為「建築物」根據上述條例第39條所釐定不可分割份數共同業主而按比例攤分的個別責任(為免存疑，現聲明概不適用於共同責任)。

1.4.4 本額外保障的賠償限額為一宗意外引起的任何一宗索償或任何一個「保險期」內所有索償總額不超過10,000,000港元

不承保責任

1.5 「蘇黎世」不會承保任何由以下情況引致的責任：

家屬成員/僱員

1.5.1 「閣下」、「家屬」或「閣下」或「家屬」之任何「僱員」或「家傭」蒙受的「身體損傷」。

1.5.2 「閣下」、「家屬」或「閣下」或「家屬」之任何「僱員」或「家傭」擁有、保管或控制的財物損壞。

升降機及扶手電梯

1.5.3 使用升降機或扶手電梯所引致或關連的「身體損傷」或財物損壞。

其他樓宇

1.5.4 除「閣下」擁有的「家居」或「樓宇」外擁有或佔用的任何其他土地或建築物。

業務及事業

1.5.5 「閣下」或「家屬」進行或從事任何職業、業務或事業。

車輛

1.5.6 「閣下」或「家屬」所擁有、佔管或使用或其代表看管或控制之車輛、用作賽

事用途之腳踏車、船、飛機或模型飛機。

合約責任

1.5.7 任何協議規定的責任，除非即使無該項協議「閣下」亦需承擔責任則例外。

未經許可建築工程

1.5.8 受保「樓宇」內或上之現有或新建未經許可結構及/或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。於本條款而言，未經許可結構及/或未經許可建築工程將依照《建築物條例》(香港法例第123章)詮釋。

電子資料不承保事項

1.5.9 任何電腦編碼、程式或其他數據之傳送。

1.5.10 未經授權下擅取或登入任何資料。

石棉不承保事項

1.5.11 石棉、石棉產品或任何含有石棉之產品。

責任限額

1.6 「蘇黎世」於第一節中全部的賠償責任(包括所有費用、開支及法律費用)，不可超過「附表」訂明任何一宗事件或任何一個「保險期」的「責任限額」。

第2節 家居財物

承保事項

2.1 如於「保險期」內「閣下」的「家居財物」蒙受任何「意外」損失、損毀或損壞，「蘇黎世」將向「閣下」作出賠償，惟「蘇黎世」只會就「閣下」的「電子通訊器材」因火災、雷電、爆竊或企圖爆竊而引致的任何「意外」損失、損毀或損壞作出賠償。

額外保障

2.2 「蘇黎世」並會提供以下賠償：

清理碎礫

2.2.1 「閣下」經「蘇黎世」同意清理任何在受保事件中損毀或損壞的「家居財物」的碎礫所招致之費用與開支。

2.2.1.1 「蘇黎世」不會支付下列費用或開支：

- (a) 清理並非位於「家居」或毗連範圍的碎礫所招致的費用或開支；
- (b) 因污染或沾污直接或間接引起的費用或開支；
- (c) 因執行任何監管或管制建築、安裝、修理、更換、拆卸、佔用、操作或以其他方式使用此等財物的相關法律、規例或規則所招致的費用或開支；或
- (d) 在任何一个「保險期」內超過5,000港元的費用或開支。

消防員造成的損壞

2.2.2 「閣下」的「家居財物」因消防員執行職務時「意外」導致損失或損壞。

室內裝修

2.2.3 「閣下」的「家居」進行內部裝修或翻新裝修期間發生的「意外」損失或損壞，但不包括：

- (a) 水管爆破及/或排水系統堵塞直接或間接引起的損失；
- (b) 裝修工程工藝不良直接引起的任何財物損失或損壞；或
- (c) 為期逾兩個月的合約工程。

2.2.3.1 「蘇黎世」於「保險期」內就本項保障支付的最高賠償限額為100,000港元。

暫時搬遷

2.2.4 「家居財物」因清潔、翻新、修理或進行類似活動而暫時搬離「家居」，以及在香港運輸途中「意外」損壞。

2.2.4.1 「蘇黎世」於「保險期」內就本項保障支付的最高賠償限額為50,000港元。

綠色生活保障

2.2.5 於「家居」內「能源效益標籤電器」的任何「意外」損失及損毀。若「閣下」按項目2.6所訂明的不能修復情況下選擇以相同或提高品質的產品更換受損產品，此「保單」將為此價值相同或類似的新產品提供額外百分之十(10%)的保障額。

2.2.5.1 「能源效益標籤產品」泛指於《能源效益(產品標籤)條例》(香港法例第598章)所訂明之「表列型號」。於本條款而言，「訂明產品」及「表列型號」將依照《能源效益(產品標籤)條例》(香港法例第598章)詮釋。

2.2.5.2 「蘇黎世」就本項保障支付的最高賠償限額為任何一件「能源效益標籤電器」不多於20,000港元及於「保險期」內賠償總額不多於「附表」註明的第2節「責任限額」。

租金損失

2.2.6 如「家居」因發生第2節承保的任何事故而不宜居住所引致並經「蘇黎世」同意的租金損失。

2.2.6.1 「蘇黎世」為「閣下」的租金損失所支付的最高賠償限額為每月不多於10,000港元；及

2.2.6.2 「蘇黎世」於「保險期」內不會賠償多於三個月的租金損失。

自負額

2.3 「蘇黎世」毋須賠償每宗於第2節訂明的損失的首250港元。

不承保事項

2.4 除非另有說明，「蘇黎世」不會就下列事故直接或間接引致之損失、損毀或損壞作出賠償：

盜竊

2.4.1 「家居財物」被偷竊，惟竊匪強行或行使暴力進入或離開「閣下」家居」並於發現事件後二十四小時內報警則的損失除外。

2.4.2 被「閣下」、「家屬」、「家傭」或任何經「閣下」或「家屬」或其「僱員」或「家傭」批准進入「家居」之人士偷竊的「家居財物」。

不誠實行為

2.4.3 欺詐行為、哄騙或其他虛假手段。

自然損耗

2.4.4 自然損耗、生鏽、侵蝕、霉菌、溫度或濕度改變。

2.4.5 「蘇黎世」會為上述第2.4.4節的原因而引致其他受保財物的損失、損毀或損壞作出賠償。

動物造成的損毀

2.4.6 任何寵物或由昆蟲、幼蟲或任何有害蟲鼠所造成的咬噬、刮花、撕裂或弄污損毀。

無人居所

2.4.7 「閣下」家居」連續三十天無人居住後發生之偷竊或水浸事件而招致的「家居財物」損失或損壞。

電力/機械故障

2.4.8 電流(雷電除外)導致任何電力設施、裝置或電線損毀。

2.4.9 任何電力或機械故障、失靈或過熱，但被雷電直接擊中導致的損失、損毀或損壞除外。

2.4.10 「蘇黎世」會為上述第2.4.8節及第2.4.9節的原因而引致其他受保財物的損失、損毀或損壞作出賠償。

付款依據

一套、一對或一組條款

2.5 如受保物件乃一對、一套或一組的組成部份，「蘇黎世」所支付的賠償額將不會超過損失或損壞部份的價值，而不論該組成為一對、一套或一組部分具有特殊價值亦然。於任何情況下，「蘇黎世」支付的賠償額不會超過該一對、一套或一組物品投保額的比例部份。

舊換新基本條款

2.6 「蘇黎世」可選擇以等同新的財物替換原有財物，亦可將財物維修至相等於但不會勝過新購時的狀態，又或支付替換或維修費用(兩者以較低為準)，而不會扣減自然損耗值或折舊值。

賠償限額

2.7 於「保險期」內，「蘇黎世」根據第2節支付的最高「賠償限額」總額不會超過「附表」列明的「責任限額」。

家居財物

2.7.1 除非「蘇黎世」特別聲明及同意，否則「蘇黎世」根據本「保單」就任何一件「家居財物」所支付的最高賠償限額為100,000港元。

第3節 緊急援助服務

本公司提供的保障

3. 「蘇黎世」安排「24小時緊急家居支援服務」，於「緊急情況」下為「閣下」提供下列保障：

電工支援

3.1 「閣下」家居」的電器發生任何故障，「24小時緊急家居支援服務」可安排一名註冊電氣技師即時為「閣下」的「家居」電器進行臨時修理，並支付修理費用，每次最高限額為500港元。

水喉匠支援

3.2 「閣下」家居」倘發生供水系統堵塞、爆裂及溢水，「24小時緊急家居支援服務」可安排一名持牌水喉匠即時進行臨時修理，並支付修理費用，每次最高限額為500港元。

不提供的保障

3.3 就3.1至第3.2提及的保障而言，倘需要的修理需要在「閣下」家居」進行破牆或拆除工作，此保障不會提供任何支援服務。

查詢及轉介服務

3.4 「蘇黎世」安排「24小時緊急家居支援服務」，為「閣下」安排下列由「閣下」自付費用的服務：

家庭電器維修服務

3.4.1 「24小時緊急家居支援服務」可安排一名註冊電氣技師前往「閣下」家居」修理「閣下」的家庭電器。

家居清潔服務

3.4.2 「24小時緊急家居支援服務」可按「閣下」要求，安排一間專門清潔家居的公司處理「閣下」家居」清潔問題。

轉介出診醫生/牙醫

3.4.3 「24小時緊急家居支援服務」可按「閣下」要求，安排一名註冊醫生或醫療專家前往「閣下」家居」診症，或為閣下預約牙醫。

托兒/家務助理/看護支援

3.4.4 「24小時緊急家居支援服務」可按「閣下」要求，安排一名保姆或家務助理在「閣下」不在家時照顧「閣下」的子女或其他「家屬」成員。另外，亦可安排一名合資格護士前往「閣下」家居」照顧「閣下」指定的任何人士。

滅蟲服務

3.4.5 「24小時緊急家居支援服務」可按「閣下」要求，安排一間專門滅蟲的公司處理「閣下」家居」蟲禍的問題。

「24小時緊急家居支援服務」由「蘇黎世」指定的服務供應商提供。

「24小時緊急家居支援服務」熱線 — 2851 0038

第4節 樓宇(自選保障)

承保事項

4. 如「閣下」的「家居」於「保險期」內因「意外」招致任何損失、損毀或損壞，「蘇黎世」將支付賠償「閣下」因維修及更換「家居」的「樓宇」而引致的費用及支出。

額外保障

4.1 「蘇黎世」將向「閣下」作出以下賠償：

清理碎礫

4.1.1 「閣下」經「蘇黎世」同意清理「閣下」家居」任何在受保事件中損毀或損壞的碎礫，或拆卸、拆除、支撐或支承此等部份所招致之費用與開支。

4.1.1.1 「蘇黎世」不會支付下列費用或開支：

- 清理並非位於「閣下」家居」或毗連範圍的碎礫所招致之費用或開支；
- 因來自「閣下」家居」或其他地方的任何財物或碎礫污染或沾污所直接或間接引起的費用或開支；
- 因執行任何監管或管制建築、安裝、修理、更換、拆卸、佔用、操作或以其他方式使用此等財物的相關法律、規例或規則所招致之費用或開支；或
- 超出重建總費用之百分之五(5%)。

建築師及測量師費用

4.1.2 「閣下」經「蘇黎世」同意聘請建築師、測量師、工程師、律師及其他專業人員還原「閣下」家居」的「樓宇」在受保事件損毀或損壞所招致的相關服務收費。

4.1.2.1 「蘇黎世」不會支付以下費用或開支：

- 籌備索償所需的費用；
- 超出相關專業聯會所訂收費水平的費用；或
- 超出重建總費用之百分之五(5%)。

山泥傾瀉及地陷

4.1.3 「閣下」家居」現場於「保險期」內地陷或山泥傾瀉直接導致的「樓宇」損失或損壞，但不包括：

4.1.3.1 以下事故直接或間接引起、導致或招致的損失或損壞：

- 海岸風化侵蝕、地層隆起；或
- 相關工程建成後五年內結構下陷或填土地下沉；

4.1.3.2 地陷及/或山泥傾瀉造成徑道、行車道、圍欄、閘、邊界及護土牆損失或損壞；

4.1.3.3 清理地陷及/或山泥傾瀉泥頭，或於地陷及/或山泥傾瀉後修葺現場的費用，但需要修理的受保「家居」的結構部份不在此限；

4.1.3.4 設計或工藝不良或使用不良質料直接造成或引致的損失或損壞；

4.1.3.5 任何因未經許可建築工程而導致之地陷或山泥傾瀉引致之損失或損壞；

4.1.3.6 任何性質的間接損失或損害；或

4.1.3.7 經比例攤分釐定，於「保單」生效期內相隔連續72小時發生的每宗損失首10,000港元或經調整損失金額之百分之十(10%)，二者取其較高金額。

保證條款

4.1.4 於「保險期」內，「閣下」需保證

4.1.4.1 「閣下」應保持「家居」及其「樓宇」部份功用及狀態良好，並採取所有可行措施防止物業受損。

4.1.4.2 「閣下」應依照香港政府所有法律、規例、守則及指引(包括香港土木工程署轄下土工工程處發出的「巖土指南第五冊 — 斜坡維修指南」的指引)，維修「閣下」應負責的所有人工斜坡及護土牆。

4.1.4.3 如有以下情況，「閣下」必須即時通知「蘇黎世」：

- 「閣下」家居」之下、周圍或附近進行挖掘工程。於該情況下「蘇黎世」有權更改或取消本「保單」提供的保障；或
- 任何承保風險發生，並正影響「樓宇」所在地的任何部份(不論是否涉及受保財物)或其周圍環境。

自負額

4.2 「蘇黎世」毋須賠償火災、雷電及爆炸以外事件導致的每宗損失或損壞事件首3,000港元。

不承保事項

4.3 「蘇黎世」不會就下列事故直接或間接引致之損失、損毀或損壞作出賠償：

不誠實行為

4.3.1 不誠實、欺詐行為、哄騙或其他虛假手段。

自然損失

4.3.2 自然損耗、維修不善、變壞、生鏽或腐蝕、侵蝕、外觀變化、霉菌、乾腐或濕腐、動物、雀鳥、昆蟲、幼蟲或任何有害蟲鼠。

無人居住

4.3.3 「閣下」「家居」連續三十天無人居住後發生水浸事件所招致的損壞。

政府執法

4.3.4 政府執行監管任何「樓宇」建造、修理或拆卸工程的條例或法律。

修理及維修

4.3.5 根據第5節的受保事件中非必要的翻新、改建、修理及安裝工程。

付款依據

4.4 「蘇黎世」將支付重建或修復「閣下」的「家居」的結構部份或任何隱藏「固定附著物」至全新狀況所實際招致的費用。如該物業不會修理或重建，「蘇黎世」只會向「閣下」賠償該物業蒙受損失之前的價值，以及拆卸和清理瓦礫的合理費用。

賠償限額

4.5 「蘇黎世」根據第4節支付的最高「賠償限額」總額不會超過重建或修理「閣下」「樓宇」至全新狀況所實際招致的費用。

第II部分 詞彙釋義

5. 以下詞語解釋適用於本「保單」：

「意外」

5.1 指「閣下」無法控制之突發、意外及不可預見而招致損失的事件。

「身體損傷」

5.2 指身體損傷、病症、疾病及精神創傷或由其所導致之死亡。

「樓宇」

5.3 指「閣下」「家居」所在之主要建築物及結構部份及/或任何隱藏「固定附著物」，包括業主「固定附著物」及「裝置」及其牆壁、閘及圍欄，但不包括地基、排水渠或最低樓層底下的建築物任何部份。為避免不必要的爭論，隱藏「固定附著物」包括「閣下」「家居」單獨使用的排水管、管道、電纜和電線等。

「家居財物」

5.4 指屬於「閣下」之傢具、「固定附著物」、「裝置」、平板玻璃、固定玻璃物品、衣服、家庭用品、個人物品、「電子通訊產品」、「貴重物品」及室內裝修，但不包括：

5.4.1 「家居」之任何結構部份、業主「固定附著物」及「裝置」、外置電視及收音機天線、天線裝置、天線杆及天線塔；

5.4.2 走廊、陽台、平台、露台、前院及露天地方內或上之財物；

5.4.3 其他保險保單註明承保的財物；

5.4.4 契約、債券、匯票、本票、支票、旅行支票、證券、郵票、任何文件、現金、鈔票、手稿、獎章、硬幣、代幣或禮券、彩票、紀錄或電腦紀錄、八達通卡或八達通錶及電子貨幣；

5.4.5 車輛、船舶、單車或相關配件；

5.4.6 植物及動物；

5.4.7 鍋爐、工業機器及商用機器；

5.4.8 建造或搭建中物業；

5.4.9 排水渠及水管；

5.4.10 隱形眼鏡；及

5.4.11 違規建築物或結構。

「家傭」

5.5 指任何與「閣下」及/或「家屬」存有僱員合約而合約訂明的工作性質為處理家務的全職同住僱員。

「電子通訊產品」

5.6 指傳呼機、便攜式/手提電話、智能手提電話、個人數碼助理、掌上電腦及任何類型的平板電腦。

「緊急情況」

5.7 指「閣下」「家居」發生的突發及不可預見事件，對「閣下」或第三者的生命或財物構成威脅或直接危害，以致必須即時安排水電技師或鎖匠提供臨時修理/維修服務。

「僱員」

5.8 指《僱員賠償條例》(香港法例第282章)詮釋的「僱員」。

「家屬」

5.9 指在「閣下」的直系親屬。

「裝置」

5.10 指非永久固定於「閣下」「家居」而「閣下」可遷移至新居之物品。

「固定附著物」

5.11 指永久固定於「閣下」「家居」而「閣下」不可遷移至新居之物品。

「家居」

5.12 指「閣下」擁有之私人居所、房屋或私人居住單位並於「附表」列為承保地點。

「香港」

5.13 指中華人民共和國香港特別行政區。

「賠償限額」

5.14 指就每一承保損失所支付的最高賠償額。

「責任限額」

5.15 指「附表」註明之責任限額。

「保險期」

5.16 指「附表」註明之保險期。

「保單」

5.17 指本「保單」文件及「蘇黎世」發予「閣下」陳述條款及承保範圍之「附表」。

「保費」

5.18 指「附表」列明之保費款項。

「附表」

5.19 指附屬及構成本「保單」一部分之「保單」附表。

「投保額」

5.20 指「附表」註明的投保額。

「貴重物品」

5.21 指珠寶、黃金、銀、貴重金屬、皮草、腕錶、古玩、藝術品及古董。

「閣下」

5.22 指「附表」上註明為受保人之人士。

「蘇黎世/承保人」

5.23 指蘇黎世保險有限公司。

第III部分 一般不承保事項

6. 如因下列事故直接或間接招致或引起任何人士或財物蒙受任何損失、損毀、損傷、疾病或損壞，又或招致關乎任何人士或財物損失、損毀、損傷或損壞的責任，「蘇黎世」不會作出賠償。

無法解釋的損失

6.1 無法解釋的損失或任何財物失蹤。

非法活動

6.2 任何刑事或非法行為或活動。

潛在的缺陷

6.3 「保險期」開始前發生的事故或「保險期」開始前已出現的損壞。

蓄意損壞

6.4 「閣下」或「家屬」或其「僱員」或「閣下」「家居」的佔用人的蓄意行為。

後果損失

6.5 任何性質的後果損失。

貶值

6.6 任何財物的貶值或價值損失。

剝奪擁有權

6.7.1 因任何合法組成的機構充公、收歸國有、強佔或徵用而被永久或暫時剝奪擁有權。

6.7.2 因任何人士非法佔用所致的永久或暫時剝奪擁有權。

未經許可建築工程

6.8 受保「樓宇」內或上之現有或新建未經許可結構及/或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。於本條款而言，未經許可結構及未經許可建築工程將依照《建築物條例》(香港法例第123章)詮釋。

污染及沾污物

6.9 「閣下」及/或「家屬」及/或「閣下」「家居」的佔用人將煙霧、水蒸氣、油煙、煙、酸性物質、鹼性物質、有毒化學物、液體或氣體、廢料或其他刺激物、沾污物或污染物排放、發放、釋放或漏出至土地或空氣內、任何水道或水中而造成污染。

輻射污染

6.10 如因下列事故直接或間接招致或引起的任何支出、後果損失、法律責任或財物損失

- 6.10.1 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染；
- 6.10.2 任何爆炸性核子機組或核子元件產生的輻射性、毒性、爆炸性或其他危險物質；
- 6.10.3 任何採用原子、核裂變、聚變或其他類似反應或放射性力量或物質的核子武器；或
- 6.10.4 放射性，有毒，爆炸或其他危險或任何有污染性質的放射性物質。

戰爭

- 6.11.1 戰爭、侵略、外敵入侵、敵對局面或交戰事件(不論正式宣戰與否)或內戰。
- 6.11.2 政變或平民叛亂升級或擴大至大規模的叛變事件、軍事政變、反叛、革命、軍事行動、篡權或與任何組織(從法律上或實際上或透過恐怖活動或暴力參與推翻政府活動之組織)有關或代表此等組織之人士所作的行為。

恐怖活動

- 6.12.1 任何恐怖活動，不論是否由其他原因或事件同時或以任何時序所致而造成之損失。
- 6.12.2 任何抑制、防止、鎮壓、報復或回應恐怖活動的行動。
- 6.12.3 於本不承保事項，恐怖活動包括任何人或團體不論在法律上或實際上獨自行動或代表任何組織或政府，為達到政治、宗教、意識形態或類似的(包括不論合法與否)意圖影響任何國家在法律上或實際上的政府或其任何政治分部，及/或威脅公眾或任何國家的部份公眾的行為、準備或恐嚇行動，包括：
- 6.12.3.1 涉及以暴力對待一人或多人；
- 6.12.3.2 涉及財物損毀；
- 6.12.3.3 危害生命但不包括執行行動的人；
- 6.12.3.4 對健康或公眾或部份公眾的安全製造風險；或
- 6.12.3.5 設計干擾或破壞某電子系統。
- 6.12.4 如有任何行動或訴訟關於「蘇黎世」引用此條款而不負責任何損失或損毀，「閣下」需自行負責提供證據證明該損失或損毀是受保範圍之列。

聲震

- 6.13 以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波。

確認電子日期(除第3節外各節均適用)

- 6.14.1 因任何電腦系統(根據下文詮釋)不具備2000年兼容能力(根據下文詮釋)所直接或間接促成，或由此連帶造成，或有任何輕微關連、相關而引致或引起的任何「意外」、損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任，不論該電腦系統是否屬於「閣下」亦然。
- 6.14.2 以任何方式於任何時間因更正、轉換、修復、重編或更換任何電腦系統(不論該電腦系統屬於「閣下」與否亦然)，以讓該電腦系統符合2000年兼容能力審核(根據下文詮釋)所招致之任何費用或開支。
- 6.14.3 因任何電腦系統(根據下文詮釋)作出更正、轉換、修復、重編、更換或試圖更正、轉換、修復、重編、更換，以令其或試圖令其具備2000年兼容能力(根據下文詮釋)所直接或間接促成，或由此連帶造成，或有任何輕微關連、相關而引致或引起的任何「意外」、損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任，不論該電腦系統是否屬於「閣下」亦然。

惟任何承保財物在本「保單」承保的指定風險事件(根據下文詮釋)招致損失、損壞及/或損毀(金錢及玻璃除外)，則本公司將作出賠償。

茲以本不承保事項而言：

- (1) 「電腦系統」指附從任何設施、裝置、系統、設備及/或媒體及任何周邊裝置、軟件、硬件、新訂版本、更新、翻譯、編纂、副本、部分副本及修訂本(包括組成該部分或組成該附從周邊裝置部分之微型晶片、集成電路及其他元件及零件)，以處理、操作、儲存或檢取電子數據及「電腦系統」的資料，包括或指電腦系統任何部分中編製或編碼或電腦系統使用之任何硬件及軟件、密碼、指令及指示。
- (2) 倘電腦系統因任何原因無法或不能正確地確認任何曆日為其真實曆日或記錄、儲存或保留及/或正確地操作、詮釋或處理任何數據、資料、指令或指示，以致出現下列結果，「電腦系統」即被視為「未符合2000年兼容能力審核」：
- (a) 被確定為非電腦系統真實曆日之任何曆日數據。
- (b) 操作已編入任何電腦硬件或軟件之任何指令，以致損失數據或無法記錄、儲存、保留或正確地處理任何日期當天或之後的有關數據。
- (c) 無法將一個曆日轉換至下一個曆日。
- (3) 倘電腦系統並非符合上述「未符合2000年兼容能力審核」詮釋，則會根據本一般不承保事項第6.14.1、6.14.2及6.14.3被視為「符合2000年兼容能力審核」。

本「保單」不會賠償「本公司」就本不承保事項第6.14.1、6.14.2或6.14.3提出的任何法律行動、訴訟或其他法律程序招致之任何意外損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任，惟如證明本「保單」須賠償任何有關意外損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任之舉證責任，則由「閣下」或任何索償人士承擔。

- (4) 指定風險事件：指火災、雷電、爆炸、飛機或其他飛行裝置或由空中墜之物品、騷亂、暴亂、工人罷工、停工、參加勞資暴亂的人士、含惡意的人士、地震、風暴、水災、任何水缸裝置或水管漏水或任何道路汽車或動物撞擊。

本不承保事項倘與本「保單」任何條款、條文或條件有差異或不符，本不承保事項將會優先應用並以此作為依歸。

軟件及數據相關損失不承保事項(除第1節外各節均適用)

- 6.15.1 任何「軟件損失」，但不包括以下：
- (a) 純粹因裝載程式、電腦軟件或操作系統、程式指令或運輸、處理或含有數據的設備、硬件、媒體或裝置直接實際損失或直接實際損壞造成的「軟件損失」；或
- (b) 「軟件損失」導致火警或爆炸造成有形財物直接實際損失或直接實際損壞。於本不承保事項，電子數據、程式、電腦軟件或操作系統、程式指示及數據均非有形財物。
- 6.15.2 「軟件損失」指因故障、失靈、失效、刪除、錯誤、發現「病毒」導致任何程式、電腦軟件或操作系統、程式指令或數據損失或損壞，或由此造成的使用不善、停用、功能減退、相關費用、開支或責任。
- 「軟件損失」包括但不限於經許可或未經許可使用任何電腦、通訊系統、檔案伺服器、網絡設備、電腦系統、電腦硬件、數據處理設備、電腦記憶體、微型晶片、微型處理器(電腦晶片)、集成電路或電腦內置的同類裝置、任何程式、電腦軟件或操作系統、程式指令或數據所導致的損失或損壞。
- 6.15.3 「病毒」指影響任何電腦、通訊系統、檔案伺服器、網絡設備、電腦系統、電腦硬件、數據處理設備、電腦記憶體、微型晶片、微型處理器(電腦晶片)、集成電路或電腦內置的同類裝置、任何程式、電腦軟件或操作系統、程式指令或數據操作功能的軟件、數據或編碼，包括但不限於引入任何電子系統導致數據、軟件或電子業務系統被刪除、毀壞、破壞、損傷、失靈或操作不善的破壞程式、電腦編碼、電腦病毒、電腦蠕蟲、邏輯炸彈、拒絕服務攻擊、阻絕攻擊、惡意破壞、木馬程式或任何其他數據。

第IV部分 一般保單條款

妥為履行

- 7.1 「閣下」必須遵從本「保單」之條款、條文、條件及批單，而「閣下」提供涉及風險之資料乃確實無訛，「蘇黎世」方會履行保險責任。

不實陳述

- 7.2 如任何投保物件、建築物或場所涉及任何重大錯誤說明，而該失實陳述影響投保的風險評估，「蘇黎世」將不會賠償涉及錯誤說明、誤導性陳述或遺漏的物件及責任。

風險變更

- 7.3 如有任何重要改變以致可能影響本保險，「閣下」必須即時以書面通知「蘇黎世」。

其他保險

- 7.4.1 只適用於第1節 — 如並非有本「保單」，「閣下」便會獲得其他保險計劃的賠償，則「蘇黎世」只會支付其他保單賠償額以外的溢額。
- 7.4.2 只適用於第2及4節 — 如在蒙受損失當時，「閣下」或「閣下」的代表已投購任何其他保險保障承保財物的損失、損毀或損壞，「蘇黎世」只會賠償本「保單」各節損失的應計比例。
- 7.4.3 如其他保險證明保障任何承保財物但有條款規定毋須與本「保單」共同分擔全部或部份損失，「蘇黎世」只會根據有關財物價值的投保額，按比例支付賠償。

妥善護理

- 7.5 「閣下」必須：
- 7.5.1 採取所有妥善護理措施，以維持「閣下」，「家居」、所有「家居財物」及任何使用於「閣下」，「家居」的物品之狀態及功用良好；
- 7.5.2 作出所有合理預防措施，避免引致「身體損傷」及財物損壞；及
- 7.5.3 遵從任何公共機構就人身或財物安全制定之所有法定義務、附例或規例。

保費

- 7.6 「蘇黎世」保留權利根據適用的保險費率於保費到期日修改或調整保費，並於30天前以書面通知「閣下」，而首繳費將不予退還。

取消保單

- 7.7.1 「蘇黎世」可向「閣下」發出三十日事前書面通知取消本「保單」，通知書將以掛號郵件方式寄至「閣下」最後登記的地址，並會將已扣減本「保單」執行期內按比例調整之「保費」退還「閣下」。
- 7.7.2 短期費率
「閣下」可以隨時取消此「保單」。以下的保費計算方法適用於計算保單生效少於1年或「閣下」選擇取消保單而1年內不以新保單替補時的退保保費，惟「蘇黎世」會向「閣下」收取最低保費(即客戶折扣後保費為500港元)

| 保障期 | |
|---------|---------|
| 不超過1個月 | 年繳保費20% |
| 2個月 | 年繳保費30% |
| 3個月 | 年繳保費40% |
| 4個月 | 年繳保費50% |
| 5個月 | 年繳保費60% |
| 6個月 | 年繳保費70% |
| 7個月或8個月 | 年繳保費80% |
| 超過8個月 | 年繳保費 |

替代性爭議解決方案

- 7.8.1 如有任何關乎本「保單」出現的爭議，爭議各方可根據香港司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。所有未能解決之爭議，一律按照香港法例第609章《仲裁條例》及不時生效的修訂本以仲裁方式裁定。整個仲裁過程必須在香港進行，並由爭議各方同意之單一仲裁人裁定。
- 7.8.2 現明文述明，在爭議各方根據本保險單行使任何法律權利前，必須先取得仲裁決定。
- 7.8.3 如「蘇黎世」否認或否決受保人追索本保險單之任何責任，而「閣下」並未能於「蘇黎世」所發出之通知12個月內按以上規定展開仲裁，「閣下」之賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」再次進行追討。

收款

- 7.9 若「閣下」不幸離世，「蘇黎世」保證「閣下」的合法遺產代理人可以得到此「保單」的保障及為「閣下」承擔任何責任，惟「閣下」的法定遺產代理人需遵守本「保單」的條款。

保單詮釋

- 7.10 本「保單」的詮釋及所載之任何詞彙均按照香港特別行政區法律闡釋。

索償

- 7.11 「閣下」或「閣下」的法定遺產代理人可向「蘇黎世」發出書面通知，索償有關「閣下」或「閣下」的法定遺產代理人所知之任何「身體損傷」、財物損失、損毀、損壞、索償、法律程序、即將發生之檢控、研訊或死因聆訊。
- 7.12 未經「蘇黎世」發出書面同意，「閣下」不可承認責任、洽議或解決任何索償。「蘇黎世」有權以「閣下」之名義進行抗辯、處理任何索償或提出任何責任、損壞或其他賠償的檢控，以處理關乎「蘇黎世」本身的利益。「蘇黎世」擁有全面酌情權進行任何法律程序及處理任何索償。「閣下」必須按「蘇黎世」要求提供所有有關資料並加以協助。
- 7.13 未經「蘇黎世」同意，「閣下」不可放棄或限制向任何其他人士追討賠償的權利。
- 7.14 在「蘇黎世」合理要求的時間內，「閣下」必須保留引致或關乎本「保單」索償的物件處於原狀，不可改動亦不可以修理。
- 7.15 倘「蘇黎世」必須按本「保單」釋義所載賠償多於一位受保人，「蘇黎世」支付的賠償不會超過「附表」所載之所有「責任限額」。
- 7.16 有關在任何「保險期」內發生之任何一宗或多宗索償，「蘇黎世」可於任何時間向「閣下」支付每一項「附表」所載之「責任限額」（扣除任何已賠償之款額），此後，「蘇黎世」毋須再根據本「保單」上該節履行任何保險責任。若「蘇黎世」已向「閣下」支付「附表」所載之所有「責任限額」之總和，「蘇黎世」毋須再根據本「保單」履行任何保險責任。

代位權

- 7.17 如「蘇黎世」根據本「保單」就任何損失或損壞支付款項或作出賠償後，便擁有本「保單」訂明的權利或代位權。「閣下」必須應「蘇黎世」之要求，作出、同意作出及批准作出所有必要或合理的事宜和行動，以便強制執行任何權利及補償權，或從其他方取得索償或賠償，不論此等事宜或行動是在「蘇黎世」作出賠償之前或之後所需要者亦然。

法律及司法裁判權

- 7.18 此「保單」將根據香港特別行政區法院的裁決及依照香港法例詮釋。

