

Home Cushion

居枕無憂家居保

This policy is underwritten by QBE Hongkong & Shanghai Insurance Limited. Mox is an insurance agent appointed by QBE Hongkong & Shanghai Insurance Limited.

本保單由昆士蘭聯保保險有限公司承保。Mox為昆士蘭聯保保險有限公司委任的保險代理人。

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1. Introduction

This Policy is underwritten by QBE Hongkong & Shanghai Insurance Limited (the "Company", also referred to as We/Our/Us in this policy wording). Mox Bank Limited ("Mox") is an insurance agent appointed by the Company.

As a leading general insurer, We provide a comprehensive range of non-life insurance solutions for both business and personal customers. We are part of the QBE Insurance Group a general insurance and reinsurance company, listed on the Australian Securities Exchange (ASX) and headquartered in Sydney. QBE Insurance Group employs more than 12,000 people in over 31 countries.

This Policy reflects the demands and needs of a person who wishes to purchase home insurance benefits.

This policy wording sets out the terms of home insurance cover underwritten by Us, so please read it carefully. It tells a policyholder (also referred to as You/Your/Yourself in this Policy) what is covered, what is not covered, what to do if You want to make a claim and whom to call if You need help.

You should read this Policy in conjunction with the Schedule and review the cover periodically to ensure it continues to meet Your needs.

This policy wording, together with the Schedule, the application and any Endorsements, collectively form evidence of the contract between You and Us and it applies to whichever level of cover that has been selected (Basic, Value, Max).

We agree to provide the insurance cover described in

this policy wording to You provided that the Premium is paid when it is due and You observe and fulfil the terms, conditions and exclusions of this Policy insofar as they relate to anything to be done or complied with by You.

In the event of any inconsistency or conflict between the English and Chinese versions of this Policy, the English version shall prevail.

1.1 Understanding Your Policy

You should carefully read:

- what makes up this Policy;
- important definitions that set out what We mean by certain words;
- the cover We provide under each Section;
- what Excess You may have to pay;
- when You are not insured;
- what You and We need to do in relation to claims;
- Your and Our cancellation rights;
- any Schedule when it is issued to You; and
- any other documents We may give You that vary Our standard terms of cover set out in this document.

If You have any questions about this Policy, please contact Mox.

2. Table of Benefits

Benefit PLAN	Maximum Limit (HK\$)					
	TENANT/OWNER OCCUPIER			LANDLORD		
	BASIC	VALUE	MAX	BASIC	VALUE	MAX
Section 1 – Home Contents						
1. Damage to Your Home Contents	500,000	1,000,000	1,500,000	500,000	1,000,000	1,500,000
• Removal and storage of debris	Up to 10,000	Up to 10,000	Up to 10,000	Up to 10,000	Up to 10,000	Up to 10,000
• Reasonable costs for temporary protection	Up to 2,000	Up to 2,000	Up to 2,000	Up to 2,000	Up to 2,000	Up to 2,000
2. Home Contents in the open air	Up to 10% of Your Sum Insured			Up to 10% of Your Sum Insured		
3. Emergency storage of Home Contents	Up to 3 months' coverage Up to the balance of Your Sum Insured			Up to 3 months' coverage Up to the balance of Your Sum Insured		
4. Home Contents in a safe deposit box at a bank	5,000 (1,000 any one loss)	5,000 (1,000 any one loss)	10,000 (1,000 any one loss)	Not Applicable		
5. Home Contents temporarily removed to anywhere in Hong Kong up to 90 consecutive days	10% of Your Sum Insured (50,000 any one loss)					
6. Home Contents during transit to Your new place of residence	Up to 15% of Your Sum Insured					
7. Home Contents at a new Situation for up to 28 days from the date You begin to move Your Home Contents	500,000	1,000,000	1,500,000			
8. Loss or Damage to Valuables while at Your Home	400,000 (20,000 any one item)	400,000 (20,000 any one item)	500,000 (25,000 any one item)			
9. Compensation for medical expenses incurred if You sustain bodily injury caused by burglars, thieves or other persons illegally in Your Building	10,000	10,000	15,000			
10. Credit Cards - cover for loss as a result of Theft from Your Building	2,500 (1,000 any one loss)					
11. Domestic helper's personal effects	10% of Your Sum Insured (2,500 any one item)					
12. Festive season increase during the period from 15 December to 25 February within the Period of Insurance	Up to 25% of Your Sum Insured					
13. Funeral expenses incurred if You die as the direct consequence of Loss or Damage to Your Home Contents or Building	5,000					
14. Guests and visitor's effects	1,000	1,000	2,000			
15. Keys, lock replacement	2,000	2,000	3,000			
16. Pets - temporary boarding costs incurred due to Loss or Damage to Your Building resulting in unfit for its intended purpose	2,000	2,000	3,000			

Benefit	Maximum Limit (HK\$)					
	TENANT/OWNER OCCUPIER			LANDLORD		
PLAN	BASIC	VALUE	MAX	BASIC	VALUE	MAX
Section 1 – Home Contents						
17. Pets - accidental death or Theft by forcible entering into or out of Your Building		2,000				
18. Spoilage of frozen food due to failure of the electricity supply to or mechanical or electrical breakdown of Your freezer		1,000				
19. Temporary Accommodation if Your Building is uninhabitable caused: • by Loss or Damage to Your Home Contents or Building (up to a maximum of six months) • by order of the police, a public or statutory authority until the order is revoked (up to 30 days) • by failure of the electricity, gas, water or sewerage services beyond 24 hours (up to 30 days) • by Loss or Damage to other property in the immediate vicinity of Your Building					Not Applicable	
	10% of Your Sum Insured (1,500/day)	10% of Your Sum Insured (1,500/day)	10% of Your Sum Insured (2,500/day)			
Section 2 – Buildings						
1. Damage to Your Building (including architects fees, removal and storage of debris up to 5% of Your Sum Insured; Fees paid to public or statutory authority; Reasonable emergency repairs up to HK\$2,000; Reasonable costs for temporary protection up to HK\$2,000)		100,000 (Unless otherwise specified in Your Schedule)			100,000 (Unless otherwise specified in Your Schedule)	
2. Damage to Alterations/Additions to Your Building during the construction period	Contract value not exceed 100,000	Contract value not exceed 100,000	Contract value not exceed 200,000	Contract value not exceed 100,000	Contract value not exceed 100,000	Contract value not exceed 200,000
3. Electricity, gas, water and similar charges - Excess costs	2,000	2,000	3,000	2,000	2,000	3,000
4. Electricity, gas, water and similar charges - Unauthorised use	2,000	2,000	3,000	2,000	2,000	3,000
5. Fire extinguishing costs and expenses		Actual cost			Actual cost	
6. Modifications to Your Building required if You are physically injured and become a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Building		10,000			Not Applicable	

Benefit	Maximum Limit (HK\$)					
	TENANT/OWNER OCCUPIER			LANDLORD		
PLAN	BASIC	VALUE	MAX	BASIC	VALUE	MAX
Section 2 – Buildings						
7. Loss of Rent if Your Building is uninhabitable caused: - by Loss or Damage to Your Building (up to a maximum of six months) - by order of the police, a public or statutory authority until the order is revoked (up to 30 days) - by failure of the electricity, gas, water or sewerage services beyond 24 hours (up to 30 days) - by Loss or Damage to other property in the immediate vicinity of Your Building		Not Applicable		Maximum 6 months 75,000 or 10% of Your Sum Insured, whichever is the greater	Maximum 6 months 75,000 or 10% of Your Sum Insured, whichever is the greater	Maximum 6 months 100,000 or 10% of Your Sum Insured, whichever is the greater
Section 3 – Third-party Liability						
1. Limit of Liability - Home Contents if You become legally responsible to pay compensation for Personal Injury or Property Damage as: - The ownership of Your Home Contents; - The occupation of Your Building; - Your personal liability arising anywhere in the world. Your liability to Your Landlord in respect of any contents, Fixtures or Fittings left by the Landlord in Your Building for use by You.	5,000,000	5,000,000	10,000,000	5,000,000	5,000,000	10,000,000
2. Limit of Liability - Building if You become legally responsible to pay compensation for Personal Injury or Property Damage as the ownership of Your Building	5,000,000	5,000,000	10,000,000	5,000,000	5,000,000	10,000,000
3. Cost of Defending in connection with a claim under this section		Actual cost			Actual cost	
4. Court Appearance compensation as a witness in connection with a claim under this section		500/day			500/day	
Section 4 – Personal Accident						
1. Compensation in the event of You sustaining bodily injury caused solely and directly by fire, burglars, thieves or other persons illegally in Your Building and which, independently of any other cause, results in: - Death - Total and irrecoverable loss of all sight in one or both eyes - Total and permanent loss of the use of one or both hands or feet - Total paralysis		100,000			100,000	

3. Excess Table

POLICY SECTION	EXCESS HK\$ (FOR ALL PLANS)
1. Home Contents	
Water damage:	
Age of Building at 30 or below	500 or 10% of loss, whichever is greater
Age of Building at 31-40	5,000 or 10% of loss, whichever is greater
Age of Building at 41-50	10,000 or 10% of loss, whichever is greater
Age of Building at 51-60	20,000 or 20% of loss, whichever is greater
Age of Building at 61 or above	30,000 or 30% of loss, whichever is greater
Household removal	1,000 or 10% of loss, whichever is greater
Landslip and subsidence	10,000 or 10% of loss, whichever is greater
Temporary accommodation	1,500 for Basic and Value plan; 2,500 for Max plan
All losses (except as specified)	200
2. Buildings	
Water damage:	
Age of Building at 30 or below	500 or 10% of loss, whichever is greater
Age of Building at 31-40	5,000 or 10% of loss, whichever is greater
Age of Building at 41-50	10,000 or 10% of loss, whichever is greater
Age of Building at 51-60	20,000 or 20% of loss, whichever is greater
Age of Building at 61 or above	30,000 or 30% of loss, whichever is greater
All losses (except as specified)	3,000

4. Definitions

4.1 Accident

means an accident or a series of accidents arising out of one Event.

4.2 Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by 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, and which:

- a) involves violence against one or more persons;
- b) involves damage to property;
- c) endangers life other than that of the person committing the action;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

4.3 Burglary

means the dishonest and unlawful taking of property from within any Building or premises following forcible and violent entry into, or exit from, such Building.

4.4 Building(s)

means the physical structure of the Building for residential purpose, including:

- a) domestic outbuildings;
- b) Fixtures and structural improvements, including Floating Floors, permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing Fixture or structure;
- c) built-in air-conditioners, built-in cupboards, hot water systems, light Fittings and stoves;

- d) satellite dishes, radio antennas, television antennas and other antennas including their associated wiring, masts, footings, foundations, moorings and towers; and
- e) underground and overhead services that are for the exclusive use of Your Building,

that You own or have legal responsibility for at or adjacent to Your Situation.

Building does not include:

- Home Contents;
- foundations, drains, or any part of the structure below the level of the under surface of its lowest floor;
- aircraft, caravans, trailers, Vehicles, hovercraft and Watercraft including their accessories or spare parts whether fitted or not; and
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens.

4.5 Brittle Items

means articles of glass, china, porcelain, earthenware, stone or wine or any electronic visual display unit, other articles of a similarly brittle material.

4.6 Computer Virus

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Computer Virus includes but is not limited to "Trojan horses", "worms" and "time or logic bombs".

4.7 Depreciation

means the reduction in the value of the item due to Wear and Tear.

4.8 Earth Movement

includes but is not limited to heave, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

4.9 Electronic Data

means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

4.10 Endorsement(s)

means a written alteration to the terms, conditions, exclusions and limits of the Policy that are shown on and form part of the Schedule.

4.11 Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under the Policy.

4.12 Excess

means the amount You must pay towards each and every claim arising out of one Event or Occurrence. You will find the amount of any Excess shown on the Schedule. An Excess will be applied for each incident where a claim is made.

4.13 Fittings

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

4.14 Fixtures

means permanently fixed items including but not limited to floor tiles, windows, doors, wall coverings, bathroom suites, fitted kitchens, fitted wardrobe, fitted cabinets, fitted glass items, but excluding hidden Fixtures limited to the drains, pipes, cables and wires.

4.15 Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

4.16 Home Contents

means, but not limited to, the property described below that belongs to You or for which You are legally responsible while in Your Building at the Situation stated on the Schedule:

- a) household goods, linen, furniture, furnishings, domestic appliances and utensils;
- b) carpets (whether fixed or unfixed), other unfixed floor coverings, internal blinds, curtains and light Fittings;
- c) clothing and personal effects;
- d) Money and negotiable instruments up to HK\$1,000 for any one loss and up to a maximum of HK\$2,500 in any one Period of Insurance; and
- e) a document of any kind or collection but only to an amount not exceeding HK\$2,000 for any one item and HK\$2,000 for any one collection in respect of stamp, medal or coin collections;
- f) Where You are a Tenant:
 - i) Landlord's/licensor's Fixtures and Fittings for which You are legally responsible under the terms of Your lease, license or similar agreement; and
 - ii) Fixtures and Fittings (including interior decorations) which You have installed for Your own use and which are not insured under another policy.

Home Contents does not include:

- fixed floor coverings (other than carpet or carpet underlay), stoves, built-in air conditioners and heaters, hot water services, garbage disposal units;
- any other Fixture or structural improvement permanently attached to or fixed to Your Building so as to become legally part of it; and
- tools, instruments, equipment and goods used to earn an income whilst at Your Situation.

4.17 Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

4.18 Landlord

means a person who owns a property and leases it out to someone else in return for Rent.

4.19 Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by the Policy.

4.20 Money

means bank or currency notes, coins, cheques, travellers' cheques, postal or money orders and postage stamps.

4.21 Mortgagor or Owner

means the person or entity who grants a mortgage over property as security for a loan or other obligation, and who retains legal or equitable ownership of the property subject to the mortgage.

4.22 Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

4.23 Owner Occupier

means the legal owner of the insured Building who personally occupies and resides in the Building, including members of his or her household ordinarily residing with that person.

4.24 Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

4.25 Personal Injury

means:

- bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- false arrest, wrongful detention, false imprisonment or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of privacy;

- a publication or utterance of defamatory or disparaging material; and
- assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to person or property,

that happens during the Period of Insurance anywhere in the Hong Kong Special Administrative Region of the People's Republic of China.

4.26 Pet

means a domesticated cat or dog kept by You for companionship and not for commercial, breeding, or business purposes.

4.27 Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

4.28 Policy

means the policy wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

4.29 Premium

means any amount We require You to pay under the Policy. Any Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

4.30 Property Damage

means:

- a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence,

that happens during the Period of Insurance anywhere in the Hong Kong Special Administrative Region of the People's Republic of China.

4.31 Rent

means, as regards Your Building, an amount of Money calculated on the basis of the annual rentable value (including any "outgoings" payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

4.32 Replacement

means:

- a) the reasonable cost of rebuilding, replacing or repairing Your Home Contents and/or Building to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b) the extra costs necessarily incurred to alter or upgrade Your Building to comply with the requirements of any regulations under or framed in pursuance of any ordinance, law, statute or by-laws of any municipal or local authority.

We will not pay for any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

4.33 Schedule

means one of the following:

- a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses); or
- b) the renewal Schedule You have paid.

Either of these documents may be re-issued from time to time and each successor overrides the earlier document.

4.34 Seepage

means the slow, gradual, or continuous entry of water, moisture, or dampness through pipes, drainage, walls, floors, foundations, or other Building elements.

4.35 Situation

means the address(es) shown on the Schedule where Your Building is situated.

4.36 Spoilage

means the deterioration of food to the point where it is not edible to humans or its quality of edibility becomes reduced.

4.37 Sum Insured/Limit of Liability

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- a) during any one Period of Insurance; or
- b) unless a specified limit is otherwise stated on the Schedule or in a Section.

4.38 Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense storm but not a named cyclone.

4.39 Temporary Accommodation

means, as regards the Building You occupy, an amount of Money calculated on the basis of similar accommodation located in the vicinity.

4.40 Tenant(s)

means any person authorised under the terms of a Tenancy Agreement who occupies Your Building including any other co-inhabitant.

4.41 Tenancy Agreement

means a valid and legally enforceable written agreement with stamp duty between the Landlord and a Tenant under which the Tenant is granted the right to occupy the property for a specified period in consideration of Rent or other valuable consideration.

4.42 Theft

means the dishonest and unlawful taking, appropriation, or conversion of property belonging to another person, with the intent to permanently deprive such person of that property, without the owner's consent, and not involving force or violent entry.

4.43 Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

4.44 Typhoon

means a mature tropical cyclone sometimes combined with thunder, heavy falls of rain, or hail.

4.45 Valuables

means curios, pictures or other work of art, furs, jewellery, jade, handbags, gemstones, watches, gold or silver objects, antiques, musical instruments, Persian or similar rug or carpet and the like.

4.46 Vehicle(s)

means:

- a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the Hong Kong Special Administrative Region of the People's Republic of China; and
- b) any trailers or other attachments made or intended to be drawn by any of those machines.

4.47 Watercraft

means any vessel, craft or thing including surfboards, sailboards, canoes and surf skis made or intended to float on or in or travel through water.

4.48 Wear and Tear

means damage or a reduction in value through age, washing, dyeing, cleaning, repairing, restoring, scratching, denting, ordinary use or lack of maintenance.

4.49 We, Our, Us

means QBE Hongkong & Shanghai Insurance Limited.

4.50 You, Your, Yours

means the person(s) named on the Schedule and includes any member of that person's family ordinarily residing with that person.

5. Claims – Basis of Settlement

Section 1 – Home Contents

1. Replacement cover

In the event of Home Contents being lost, destroyed or damaged as a result of an insured Event, We will pay the cost of Replacement as new without deduction in respect of Depreciation. We may elect to repair or replace any item instead of paying You its value.

In the event that We choose to replace or repair the insured property and You decline such replacement or repair, Our liability shall be limited to payment of the Indemnity Value only.

We will not pay the cost to replace undamaged Home Contents.

Special conditions

- a) All other insurance covering Your Home Contents shall be on a similar Replacement basis.
- b) No payment shall be made in excess of the amount which would have been payable under Indemnity Conditions, until the cost of Replacement shall have been actually incurred.
- c) In respect of Electronic Data, We will only pay the cost of the physical storage device plus the costs of copying such data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such Electronic Data.

If the physical storage device is not repaired, replaced or restored, We will only pay the cost of the device.

We will not pay any amount pertaining to the value of Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Section 2 – Buildings

1. Replacement

If Your Building is damaged, We may choose to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 2** will be the cost of Replacement at the time of replacement subject to the following provisions:

- a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay; Failing this, we reserve the right to settle the claim on an Indemnity Value;
- b) where Your Building contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest equivalent available to the original materials;
- c) if it is lawful, and with Our prior written consent, You will not be required to rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance, provided that Our liability is not increased;
- d) if You cause unreasonable delays in commencing or carrying out replacement, We will not pay any extra costs that result from that delay; and
- e) when We wish to rebuild, replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay the cost to:

- a) rebuild or replace Your undamaged Building; and
- b) rebuild, replace or repair illegal installations.

6. Coverage

Section 1 – Home Contents

What We cover

When You occupy Your Building as a Tenant or Owner Occupier, or have leased it out as a Landlord, You are covered for Events that occur during the Period of Insurance.

1. Damage to Your Home Contents

We will pay up to the Sum Insured shown on the Schedule for **Section 1** for Loss or Damage to Your Home Contents, on the basis set out in “Claims - Basis of Settlement”, including the cost of:

- a) removal, storage and/or disposal of debris, being the residue of Your damaged Home Contents (including debris required to be removed from adjoining or adjacent public or private land) and of anything which caused the Loss or Damage.

If such costs are likely to exceed HK\$10,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.
- b) Loss or Damage caused by Flood, Tsunami, Typhoon or Storm Surge.
- c) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control in the lawful pursuit of their duty.
- d) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations, but excluding Loss or Damage resulting from any gradually operating cause.
- e) Reasonable costs for the temporary protection and safety of Your Home Contents that You necessarily incur, as a result of Loss or Damage that is admitted as a claim under **Section 1**.

If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

2. Home Contents in the open air

We will pay up to ten percent (10%) of the Sum Insured on Home Contents for Loss or Damage to Your Home Contents, when they are in the open air at Your Situation.

We will not pay for Loss or Damage caused by Flood, Tsunami, Typhoon, rainwater or Storm Surge.

3. Emergency storage of Home Contents

If Your Building is damaged by an Event covered by the Policy to such an extent that it becomes uninhabitable, We will pay the reasonable cost to move and store Your Home Contents, while Your Building is being repaired or rebuilt up to a maximum period of three (3) months.

Our maximum payment for this benefit is limited to the balance of any Sum Insured remaining after payment of Your claim for Loss or Damage to Your Home Contents.

Cover for Events 4 to 8 is:

- a) included within the Sum Insured; and
- b) not operative when You are a Landlord.

4. Home Contents in a safe deposit box at a bank

We will pay for Loss or Damage to Your Home Contents when they are kept in a safe deposit box at a bank.

However, We will not pay more than:

- a) the amount shown on the Schedule for any one Loss; and
- b) the maximum amount shown on the Schedule for any one Period of Insurance.

5. Home Contents temporarily removed

We will pay for Loss or Damage to Your Home Contents, when temporarily removed from Your Situation to anywhere in the Hong Kong Special Administrative Region of the People's Republic of China for any period not more than 90 consecutive days while:

- a) deposited in any bank or safe deposit;
- b) contained in any private domestic residence but not while contained in a tent, Vehicle, Watercraft or aircraft; or
- c) removed to any boarding house, hotel, motel, club, nursing home or hospital where You are residing.

However, We will not pay more than:

- i) the amount shown on the Schedule for any one loss; and
- ii) ten percent (10%) of the Sum Insured on Home Contents in any one Period of Insurance.

Further, We will not pay for Loss or Damage to:

- iii) Money, cheques or other negotiable instruments;
- iv) Home Contents which are kept in furniture storage facilities;
- v) Home Contents while in transit during permanent removal from Your Situation, unless they would be covered under "Home Contents during transit to Your new place of residence"; and
- vi) Home Contents which have been permanently removed from the risk address.

6. Home Contents during transit to Your new place of residence

We will pay up to fifteen percent (15%) of the Sum Insured on Home Contents for Loss or Damage caused by:

- a) fire, collision and/or overturning of the conveying Vehicle;
- b) Theft from the conveying Vehicle; and
- c) vandalism, riot or civil commotion;

while Your Home Contents are in transit:

- to Your new intended Situation; or
- to or from a furniture storage facility,

provided they have been professionally packed and moved by a professional packer or mover.

We will not pay for:

- damage to Brittle Items;
- damage caused by scratching, denting, bruising or chipping; or
- Loss or Damage otherwise covered by another insurance policy.

7. Home Contents at a new Situation

If You are permanently moving to another Situation in Hong Kong Special Administrative Region of the People's Republic of China as Your new principal place of residence, We will cover Your Home Contents:

- a) while they are contained in Your Building at Your current Situation; and

- b) at Your new Situation, for up to twenty-eight (28) days from the date You begin to move Your Home Contents;

provided Our total liability at both Your current Situation and the new Situation being limited in total to Your Sum Insured on Home Contents.

You will not be covered if You do not notify Us of the permanent removal of Your Home Contents in written via email and provide details of the new Situation to be insured within twenty-eight (28) days after You have moved to Your new Situation.

8. Valuables

We will pay for Loss or Damage to Your Valuables while at Your Situation.

However, We will not pay more than:

- a) the amount shown on the Schedule for any one item; and
- b) the maximum amount shown on the Schedule in any one Period of Insurance.

Cover for Events 9 to 19 is:

- a) provided in addition to the Sum Insured; and
- b) not operative when You are a Landlord.

9. Compensation for medical expenses

We will pay up to the amount shown on the Schedule for the reasonable cost of medical expenses that You necessarily incur, if during the Period of Insurance, You sustain bodily injury caused by burglars, thieves or other persons illegally in Your Building.

10. Credit cards – cover for loss or Theft

We will pay if Your credit card or other automatic teller machine card is lost, as a result of Theft from Your Building and You are legally liable to pay for credit, given to anyone who has found or stolen Your card.

However, We will not pay more than:

- a) the amount shown on the Schedule for any one loss; and
- b) the maximum amount shown on the Schedule for any one Period of Insurance.

Further, We will not pay unless You have complied with the terms and conditions under which Your card was issued.

11. Domestic helpers' personal effects

We will pay for Loss or Damage to Your domestic helpers personal effects while they are contained within Your Building.

However, We will not pay more than:

- a) HK\$2,500 for any one item; and
- b) ten percent (10%) of Your Sum Insured on Home Contents for all items.

12. Festive Season increase

We will automatically increase Your Sum Insured on Home Contents by twenty-five percent (25%) during the period from 15th December to 25th February within the Period of Insurance.

13. Funeral expenses

We will pay up to the amount shown on the Schedule for funeral expenses if You, or a family member who permanently resides with You, dies as the direct consequence of Loss or Damage to Your Home Contents or Building that is admitted as a claim under **Section 1** or **Section 2**.

14. Guests and visitor's effects

We will pay up to the amount shown on the Schedule for Loss or Damage to guests and visitors' effects, while such property is at Your Situation.

We will not pay for Loss or Damage:

- i) if such property is otherwise insured;
- ii) to Money, cheques and other negotiable instruments.

15. Keys, lock replacement

If keys to Your Building are accidentally lost or stolen, We will pay up to the amount shown on the Schedule for the reasonable costs You necessarily incur in:

- a) re-keying or re-coding locks together with replacement keys; or
- b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded,

to restore security to the same level of security that existed prior to the loss of these keys.

16. Pets – temporary boarding costs

We will pay up to the amount shown on the Schedule for the reasonable costs You necessarily incur for boarding domestic pets if Your Building is rendered uninhabitable for its intended purpose by:

- a) Loss or Damage to Your Building that is admitted as a claim under **Section 1** or **Section 2**; and
- b) Temporary Accommodation does not allow pets or security dogs.

17. Pets – accidental death or Theft

We will pay up to the amount shown on the Schedule, if during the Period of Insurance Your domestic pet:

- a) suffers accidental bodily injury resulting in death;
- b) is stolen by actual forcible, violent breaking into or out of Your Building; or
- c) is humanely destroyed as a result of accidental injury or Theft;

provided that You are able to supply documented proof of ownership.

We will not pay if:

- i) Your domestic pet is euthanized without Our consent unless immediate authorization on humane grounds is considered necessary;
- ii) the death of Your domestic pet is the result of surgery not necessitated by accidental bodily injury nor necessary to save its life; or
- iii) the death of Your domestic pet is due to breeding, sickness or disease.

18. Spoilage of frozen food

We will pay up to the amount shown on the Schedule to replace frozen food that is contained in Your freezer or refrigerator freezer compartment which is Lost or Damaged and needs to be thrown out following:

- a) failure of the electricity supply; or
- b) mechanical or electrical breakdown.

We will not pay to replace frozen food if the frozen food is damaged as a result of:

- i) an accidental or deliberate switching off the power supply by You or anyone residing with You;
- ii) a deliberate act of the power supply authority or company; or
- iii) a power strike.

19. Temporary Accommodation

When You occupy Your Building as a Tenant or Owner Occupier, and it is made uninhabitable to be occupied for its intended purpose:

- a) by Loss or Damage caused by an Event that is admitted as a claim under **Section 1** or **Section 2** We will pay:
 - i) up to the amount shown on the Schedule for the cost of emergency accommodation; and
 - ii) We will also pay the reasonable cost of Temporary Accommodation You necessarily incur from the time of the Event until the rental time:
 - You reoccupy Your Building following the completion of rebuilding, repairs or replacement; or
 - if Your Building is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Building;

up to a maximum of six (6) months by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- i) the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- ii) a human infectious or contagious disease.

We will pay from the time when the order is invoked to the time when the order is revoked, or for a period of thirty (30) days, whichever occurs first.

- b) by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage caused by an insured Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority, provided that the failure of services extends for more than twenty-four (24) hours.

We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever occurs first.

- c) by Loss or Damage caused by an insured Event claimable under **Section 1** happening to other property in the immediate vicinity or by order of the police, a public or statutory authority, other body, entity or person so empowered by law to so do.

The combined total amount We will pay is limited to the percentage limit shown on the Schedule for Section 1.

Exclusions – what We do not cover under Section 1

1. We will not pay for Loss or Damage:

- a) caused by or resulting from Theft or vandalism committed by any of the following entities while legally in Your Building:
- i) You, Your domestic helpers or Your invitees or boarders;
 - ii) Your Tenants, their invitees or boarders; or
 - iii) any person who is acting with Your express or implied consent.
- b) to swimming pool covers, solar covers, or plastic liners;
- c) i) caused by moths, termites or other insects, vermin, mice, rats, mildew, mould, contamination or pollution, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals; or
- ii) caused by Wear and Tear;

However, We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

- d) caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

However, We will pay if the Loss or Damage is due to:

- i) lightning;
- ii) power surge when such Event is confirmed by the supply authority; or
- iii) resulting fire damage.

- e) caused by underground (hydrostatic) water.

However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

- f) caused by smut or smoke from industrial operations.

- g) to cooking equipment caused by the application of heat during any cooking process, including burning, scorching, melting, or smoke damage resulting therefrom.

- h) caused by domestic animals owned by You or are in Your care custody and control.

- i) to Brittle Items including but not limited to glass:

- in a television picture tube or screen, a picture tube or screen of an electronic visual display unit, glass in a picture frame, a radio set or a clock or vases, ornaments or glass ordinarily carried by hand; or
- where the fracture does not extend through the entire thickness of the property damaged.

However, We will pay for Loss or Damage to other Home Contents caused by any such glass breakage,

- j) to carpets and other floor coverings resulting from staining, fading or fraying.

- k) to Your Home Contents if Your Building is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- l) Unexplained loss or disappearance of any property.
- m) any Vehicle, Watercraft, or aircraft, including accessories.
- n) fish, birds or animals that does not fall within the definition of Pet .
- o) trees, shrubs and other plant life (other than plants in any room).
- p) caused by misuse or use contrary to manufacturers' instructions.
- q) to the following items: mobile telephones, portable computers, associated hardware and software.
- r) to eyeglasses or sunglasses.
- iii) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs; and
- iv) demolition and disposal of any undamaged portion of Your Building including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;
- b) fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Building but We will not pay for any fine or penalty imposed by any such authority.
- c) legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority.
- d) Loss or Damage to fences and gates as a result of Storm Surge/Typhoon We will not pay:
 - i) if gradually operating causes (such as but not limited to Wear and Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage,

Section 2 - Buildings

What We cover

You are covered for the following Events that occur during the Period of Insurance.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 2** for Loss or Damage to Your Building on the basis set out in "Claims - Basis of Settlement", including the cost of:
 - a) i) architects fees, surveyors fees and other reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of claim under **Section 2** up to the amount stated in the Policy;
 - ii) removal, storage and/or disposal of debris, being the residue of Your damaged Building (including debris required to be removed from adjoining or adjacent public or private land) and of anything which caused the Loss or Damage, up to a limit of five percent (5%) of the Sum Insured shown on the Schedule; clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
 - e) Loss or Damage caused by Flood, Tsunami, Typhoon or Storm Surge.
 - f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Building in the lawful pursuit of their duty.
 - g) sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
 - h) reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimize insured Loss or Damage and avoid further losses.

If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

- i) Reasonable costs for the temporary protection and safety of Your Building that You necessarily incur, as a result of Loss or Damage that is admitted as a claim under **Section 2**.

If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

Cover for Events 2-7 is provided in addition to the Sum Insured.

2. Alterations/additions

When You make alterations, additions or renovations to Your Building during the Period of Insurance, We will:

- a) pay up to the amount shown on the Schedule for Loss or Damage to such alterations, additions or renovations by an Event claimable during the construction period under **Section 2**, provided that:
 - the value of such work does not exceed that amount; or
 - You notify Us and We otherwise agree in writing before the commencement of such work.

We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Building in the names of both You and the contractor, We will cover the interest of the contractor as a joint insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of HK\$100,000 prior to such work commencing and if requested pay any extra Premium We may require.

- b) pay up to the amount shown on the Schedule for Loss or Damage to the completed work by an Event claimable upon practical completion under **Section 2**, provided that:

- i) You notify Us within sixty (60) days of the practical completion of such alterations, additions or renovations; and
- ii) You shall pay any additional Premium, if requested by Us.

3. Electricity, gas, water and similar charges – Excess costs

We will pay up to the amount shown on the Schedule for the cost of:

- a) increased usage of metered electricity, gas, sewage, oil and water;
- b) accidental discharge of metered electricity, gas, sewage, oil and water; and
- c) additional management charges,

that You are required to pay, following Loss or Damage to Your Building by an Event which is admitted as a claim under **Section 2**.

4. Electricity, gas, water and similar charges – unauthorized use

We will pay up to the amount shown on the Schedule for any one Period of Insurance for the cost of metered electricity, gas, sewage, oil and water that You are legally required to pay, as a result of its unauthorized use by any person taking possession or occupying any part of Your Building without Your consent.

We will not pay unless all practical steps are taken to terminate such unauthorized use after You immediately become aware of it.

5. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Building or for the purpose of preventing or diminishing damage including the costs to gain access to any property;
- b) replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems; or
- c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

6. Modifications

When You occupy Your Building and are physically injured and become a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Building by an Event which is admitted as a claim under **Section 2**, We will pay up to the amount shown on the Schedule for modifications to Your Building to cater for Your needs.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

Cover for Event 6 is not operative, when You have leased Your Building to a Tenant.

7. Rent

When Your Building has been leased to a Tenant, or can be substantiated by means of a signed Tenancy Agreement that Your Building would have been leased to a Tenant, We will pay You for the Rent that is lost or would have been lost, if Your Building is made uninhabitable to be occupied for its intended purpose:

- a) by Loss or Damage that is admitted as a claim under **Section 2**.

We will pay from the time of the Event until the time:

- i) Your Building is relet following completion of rebuilding, repairs or replacement, provided that You demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- ii) if Your Building is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Building,

up to a maximum of six (6) months, commencing immediately after the Occurrence of Event that induced the property inhabitable for the existing Tenant.

- b) by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:
 - i) the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;

- ii) a human infectious or contagious disease; or
- iii) murder or suicide; occurring at Your Situation.

We will pay from the time when the order is invoked to the time when the order is revoked, or for a period of thirty (30) days, whichever occurs first.

- c) by the failure of electricity, gas, water or sewage services resulting from Loss or Damage caused by an insured Event claimable under **Section 2**, happening to property belonging to or under the control of any such supply authority, provided that the failure of services extends for more than twenty-four (24) hours.

We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever occurs first.

- d) by Loss or Damage caused by an insured Event claimable under **Section 1**, happening to other property in the immediate vicinity or by order of the police, a public or statutory authority, other body, entity or person so empowered by law to so do.

The combined total amount We will pay is limited to the amount shown on the Schedule or if greater the percentage limit shown on the Schedule for **Section 2**.

Exclusions – what We do not cover under Section 2

1. We will not pay for Loss or Damage:

- a) caused by or resulting from Theft or vandalism committed by any of the following entities while legally in Your Building:
 - i) You, Your domestic helpers or Your invitees or boarders;
 - ii) Your Tenants, their invitees or boarders; or
 - iii) any person who is acting with Your express or implied consent.

However, We will pay if such Loss or Damage is caused by any other person while legally or illegally in Your Building.

- b) to retaining walls resulting from storm, Typhoon or rainwater.

- c) caused by:
- i) moths, termites or other insects, vermin, mice, rats, rust or oxidization, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in color, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;
 - ii) Wear and Tear, fading, concrete or brick cancer, developing flaws, gradual deterioration or developing flaws; or
 - iii) lack of maintenance or failure to maintain Your Building in a reasonably good state of repair.
- However, We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 2**, such as fire or glass breakage.
- d) caused by non-rectification of a Building defect, error or omission that You were aware of, or should reasonably have been aware of.
- e) caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
- However, We will pay if the Loss or Damage is due to:
- i) lightning;
 - ii) power surge when such Event is confirmed by the supply authority; or
 - iii) resulting fire damage.
- f) caused by vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, erosion or Earth Movement.
- However, We will pay if the Loss or Damage is due to:
- i) earthquake or seismological disturbance, Flood, Tsunami, Storm Surge, explosion, physical impact by aircraft;
 - ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus.
 - g) caused by underground (hydrostatic) water.
- However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
- h) caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.
- However, We will pay for water or liquid damage resulting from blocked pipes or drains.
- i) caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.
- j) caused by smut or smoke from industrial operations.
- k) caused by:
- i) the bedding down of new structures or settlement of newly made ground built within the past five years; or
 - ii) the movement of solid floor slabs unless the external walls of Your Building suffer Loss or Damage at the same time.
- l) due to normal settling, creeping, heaving, Seepage, shrinkage, or expansion in Buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.
- m) to water in swimming pools, spas or water tanks.
- n) to glass found to be defective during the process of installation or removal, or is required to be insured by any other party in terms of an occupancy agreement.
- o) to carpets and other floor coverings resulting from staining, fading or fraying.
- However, We will pay if the Loss or Damage directly results from any other Event claimable under **Section 2**.

- p) to boilers (other than boilers used for domestic purposes), economizers or pressure vessels and their contents resulting from the explosion thereof.
- q) to Your Building if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- r) to Your Building directly resulting from construction, erection, alteration or addition where the value of such work exceeds HK\$100,000, unless Our written consent to continue cover has been obtained before the commencement of such work.
- s) demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Building.
- t) arising from the cost of rectifying faulty or defective materials or faulty or defective workmanship.
- u) arising from consequential loss, loss of use or Depreciation other than as specifically provided under **Section 2**.
- v) arising from the cost of clearing blocked pipes or drains. However, We will pay for water or liquid damage to Your Building resulting from the overflow of such blocked pipes or drains.

Section 3 – Third-Party Liability

What We cover

We will pay up to the Limit of Liability shown on the Schedule if You become legally responsible to pay compensation (including plaintiff's legal costs) for Personal Injury or Property Damage resulting from an Occurrence happening in connection with:

1. When Your Home Contents are covered under **Section 1**:
 - a) the ownership of Your Home Contents;
 - b) the occupation of Your Building;
 - c) Your personal liability arising anywhere in the world subject to the jurisdiction of Hong Kong; or
 - d) Your liability to Your Landlord in respect of any contents, Fixtures or Fittings left by the Landlord in Your Building for use by You.

2. When Your Building is covered under **Section 2**:

- a) The ownership of Your Building.

Automatic extensions

- i) Bridges, roadways, kerbing, footpaths, services arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.
- ii) Hiring out of sporting and recreational facilities arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

Cover for Events 3-4 is provided in addition to the Sum Insured.

3. Cost of defending a claim

We will pay in addition to the limit specified for **1.** and **2.** above:

- a) all legal costs and expenses incurred by Us;
- b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 3**;
- c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d) all interest accruing after judgment has been entered against You, until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

4. Court Appearance

We will pay compensation up to HK\$500 a day, if We require You to attend a Court as a witness in connection with a claim under **Section 3**.

Exclusions – what We do not cover under Section 3

We will not pay for any claim:

- a) in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
- b) in respect of liability imposed by the provisions of any workers' compensation, Accident compensation or similar legislation applying where Your Building is situated.

- c) in respect of:
- i) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 3**; and
 - ii) damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, Accident compensation or similar legislation applying where Your Building is situated.
- d) arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
- e) arising out of the publication or utterance of a defamation, libel or slander:
- i) made prior to the commencement of **Section 3**; or
 - ii) made by You or at Your direction when You knew it to be false.
- f) arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 3**.
- g) arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar types of facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
- h) arising out of construction, erection, demolition, alterations or additions to Your Building where the cost of such work exceeds HK\$100,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.
- i) arising from vibration or from the removal or weakening of or interference with the support of land or Your Building or any other property.
- j) arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.
- This exclusion does not apply to liability assumed by You under any contract or lease of real or personal property.
- k) arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water.
- This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
- l) arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.
- This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
- m) for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
- n) made or actions instituted outside the Hong Kong Special Administrative Region of the People's Republic of China that are governed by the laws of a foreign country.
- o) for Liability to pay for Personal Injury or Property Damage, or any consequential loss arising therefrom, caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.
- p) arising out of riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where You would or could earn income or remuneration from engaging in such sport as a source of income; or participation in any of extreme sports and sporting activities.

Section 4 – Personal Accident

What We cover

We will pay the compensation detailed hereunder in the event of You sustaining bodily injury that is caused solely and directly by fire, burglars, thieves or other persons illegally in Your Building at Your Situation and that results in the following insured Events.

Events

1. Death;
2. Total and irrecoverable loss of all sight in one or both eyes;

3. Total and permanent loss of the use of one or both hands or feet;
4. Total paralysis.

Compensation

We will pay up to:

- a) HK\$100,000 for any person aged between 16 and 65; and
- b) HK\$20,000 for any child aged between 3 and 15,

provided that the total amount of compensation We pay for any one person or child during the Period of Insurance shall not exceed the stated amounts.

If the additional benefit is selected and stated in the Schedule, the maximum benefit payable under this **Section 4** shall be increased to the enhanced limit as specified in the Schedule.

Exclusions – What We do not cover under Section 4

We will not pay compensation

- a) for more than one of Events 1 to 4 in respect of the same period of time;
- b) in respect of claims arising out of:
 - i) illness, medical disorder, pre-existing defect or infirmity;
 - ii) intentional self-injury or suicide (whether felonious or not), or any attempt thereof; or
 - iii) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- c) unless the result of bodily injury manifests itself within twelve (12) months of sustaining such bodily injury.

Special conditions

1. Any certificates, information and evidence that We require will be furnished at Your expense, and shall be in such form and of such nature as We shall prescribe.
2. Whenever an Excess is shown on the Schedule, You must pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

7. General Conditions

Applicable to all Sections unless otherwise stated

All the terms, exclusions and conditions contained herein or endorsed herein are incorporated in and form part of this contract of insurance are deemed to be condition precedent to any liability on the part of the Company so far as they relate to anything to be done by the insured.

1. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If We shall disclaim liability to You for any claim hereunder and such claim shall not within ninety (90) days from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

2. Alteration of risk

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance, which include but are not limited to: (a) change in Your identity in the usage of the Home (i.e. whether You are Owner Occupier, Tenant or Landlord), (b) any permanent move of You so You no longer live in the Home, or (c) change in circumstance which would increase the possibility of Loss or Damage or legal liability.

The Company reserves the right to adjust the Premium, and/or revise terms and conditions of this Policy according to the change in Your identity in the usage of the Home.

3. Payment of Excess

You must pay or contribute the amount of any Excess shown on the Schedule. Payment of the Excess may be requested when the claim is lodged or may be deducted from Our payment.

Should more than one Excess be payable for any claim under the Policy arising from the one Event, such Excesses will not be aggregated, and the highest single level of Excess will apply.

4. Joint insured's, interested parties

- a) When more than one party is named on the Schedule as an insured, We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party; and
- b) When any other party or entity has a legal insurable interest in Your Building or Home Contents duly notated in Your records, We will treat each party or entity as a third-party beneficiary without notification or specification, provided that such interest is fully disclosed to Us in the event of Loss or Damage,

provided that as regards both (a) and (b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased. Any act, breach or non-compliance with the terms and conditions of the Policy committed by any one such party or third party beneficiary:

- a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

5. Mortgagee Clause

If any other interested party is specified in the Schedule, any loss under this Policy shall be payable to such party to the extent of their interest.

It is hereby agreed that, in the event of Loss or Damage, the Insurer will pay such party to the extent of their interest, and that this insurance, insofar as concerns the interest therein of the said party only, shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Buildings, nor by anything whereby the risk is increased being done to, upon, or in any Building hereby insured without the knowledge of such party; provided always that such party shall notify the Insurer of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration, or increase shall come to their knowledge, and shall, on demand, pay to the

Insurer the appropriate additional Premium from the time when such increase of risk first took place.

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

Provided that, as between the Insurer and the Mortgagor or Owner of the Buildings, nothing contained in this condition shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect, any rights which the Insurer may have against the Mortgagor or Owner of the property insured remain in full force and effect.

The Insurer reserves the right to cancel this Policy at any time, as provided by the terms thereof but in such case, this Policy shall continue to be in force for the benefit only of the said party for ten (10) days after notice to such party of such cancellation, and shall then cease and the Insurer shall have the right of like notice to cancel this Policy.

6. No claims discount

If You do not lodge a claim during the current Period of Insurance, We will discount Your Premium for the ensuing Period of Insurance by the following scale.

NUMBER OF YEARS CLAIM FREE	DISCOUNT
One year	5%
Two consecutive years	10%
Three consecutive years	15%
Four or more consecutive years	20%

However, if a claim occurs in the current Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance has been calculated and advised to You, We reserve the right to send an amended renewal Schedule detailing the adjusted Premium payable excluding a no claims discount.

Condition 6 does not apply to **Section 4**.

7. Other insurance(s)

If at the time of the happening of any Loss or Damage covered by this Policy, there shall be subsisting any other insurance covering such Loss or Damage or any part of it, the Company shall not be liable to pay or contribute more than its ratable proportion of any such Loss or Damage, and if there shall at the aforesaid time be any other subsisting insurance or any of the property which shall be subject to any condition of average, the insurance of such property under this Policy shall be subject to such condition of average in like manner.

8. Policy cancellation

You may cancel the Policy at any time, in which case We will retain the Premium on a pro rata basis according to the actual period on risk, subject to a minimum retention of HK\$500.

Your rights thereunder do not apply if You have made or are entitled to make a claim.

- When Your Home Contents or Building is a total Loss or Damage and We have paid out the total Sum Insured, the cover under Section 1 or Section 2 ceases. If You replace Your Home Contents or rebuild Your Building You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date, You may not have cover and Your Policy may be cancelled. If Your payment is dishonored You may not have the cover, and Your Policy may be cancelled. We will give You written notice of cancellation.
- We may cancel the Policy by giving fifteen (15) days' notice to You by registered mail to Your last known address, in which case, You shall be entitled to a return of the Premium proportionate to the unexpired period of cancelled insurance. Proof of mailing shall be sufficient proof of notification.
- Where We have paid claim under any Section that Section of Your Policy is deemed to have been fulfilled and there is no refund of any Premium.

Further, We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim, if You:

- do not comply with the cover conditions as detailed in the policy wording; or
- make a fraudulent claim.

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover(s) required and Sum(s) Insured;
- the address of Your Building;
- Your insurance history; and
- the security features of Your Building.

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

9. Reinstatement of Sum Insured (Limit of Liability based on Event)

After We have admitted liability for a claim, We will automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount pursuant to section and item coverage limit. However, where the Sum Insured of the claimed section has been fully exhausted by such claim, the Sum Insured of that section shall not be reinstated.

We may at Our option charge an additional Premium based on the amount of the claim and the unexpired term of the Policy.

This condition does not apply:

- a) when We pay a total loss or constructive total loss;
- b) when We pay the full Sum Insured;
- c) to **Section 1** - Events 5, 6 and 10; and
- d) to **Section 4**.

10. Right of Third Parties

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) or any other applicable law to enforce any term of this Policy.

11. Sanctions

We will not provide cover nor 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 Us or any member of Our QBE Group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.

12. Unoccupancy

We do not cover Loss or Damage during any period exceeding ninety (90) consecutive days during which Your Building has been left uninhabited, unless You have Our written consent noting unoccupancy.

The period of ninety (90) consecutive days will be deemed to have commenced from the time of last habitation without regard to the inception date or renewal date of the Policy.

To have been inhabited Your Building must have been lived and slept in for at least two (2) consecutive days and have been furnished to provide a reasonable standard of facilities for permanent occupation as a domestic residence.

13. Precautions

All members of Your Household must take all reasonable steps to prevent or minimize loss, damage or Accident and maintain the insured property in a sound condition and good repair, and

- a) take all reasonable care to maintain Your Home and all Home Contents and everything used in Your Home in sound condition;
- b) take reasonable steps to safeguard the insured property or prevent Accidents and minimize loss, damage or liability;
- c) take all reasonable precautions to prevent bodily injury and Property Damage; and
- d) comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

14. Claim notification

As soon as You discover that something has happened that is likely to result in a claim, You must:

- a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- b) inform the police immediately following Theft, vandalism, malicious or intentional damage, or misappropriation of Money or property;
- c) promptly inform Us with all details of the incident via Mox app within thirty (30) days after the incident;

- d) provide details of what has occurred together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide; You must submit all claim supporting documents to Us no later than twelve (12) months from the date of the Event giving rise to the claim, unless We have agreed otherwise in writing;
- e) comply with all the requirements of the policy and give Us all information and assistance which We reasonably require in relation to the claim and any proceedings, allow Us to access to any and all documents that We reasonably require to ascertain the maintenance history of Your Home Contents or Building;
- f) provide written statements under oath if We require it;
- g) be interviewed about the circumstances of the claim, if We require this;
- h) allow Us to inspect Your Home Contents and/or Building and take possession of any damaged item to deal with it in a reasonable way; and
- i) provide Us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

You must not:

- a) admit guilt or fault (except when dealing with law enforcement authorities or regulatory entities);
- b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure. When a claim is admitted under the Policy, We have right at Our discretion to exercise all Your legal rights relating to the claim, and to do so in Your name. We will take full control of the administration, conduct or settlement of the claim including any recovery or defense that We may consider is necessary;
- c) offer or negotiate to pay a claim;
- d) dispose of any damaged items without first seeking Our approval; and
- e) get repairs done, except for essential temporary repairs, until We give You authority and subject to Our right to choose the repairer or supplier.

15. Burden of Proof and Evidence of Loss

The insured shall bear the burden of proving, on the balance of probabilities, that:

- a) a Loss or Damage has occurred during the Period of Insurance;
- b) the Loss or Damage arises from an insured Event; and
- c) the Loss or Damage is not excluded by any term, condition, limitation or exclusion of this Policy.

Where the Insurer relies upon an exclusion, limitation or condition precedent, the Insurer shall bear the burden of establishing that such exclusion, limitation or condition applies, unless this Policy expressly provides otherwise.

The insured must, at his/her/its/their own expense, provide such information, documentation and evidence as the Insurer may reasonably require to establish the ownership, validity, cause and amount of any claim.

Failure to provide satisfactory proof may result in the claim being declined or reduced to the extent that the Insurer is prejudiced.

16. False or misleading information

We may deny part or all of Your claim, if You are not truthful and frank in any statement You make in connection with a claim, or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the police for further investigation.

17. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

18. Contribution

Where a claim covered under the Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

8. General Exclusions

Applicable to all Sections

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other Loss or Damage, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

Any Act of Terrorism where such act:

- a) is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination; or is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism.

2. Asbestos

Any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3. Electronic Data

- a) Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or the misappropriation of Electronic Data;
- b) Error in creating, amending, entering, deleting or using Electronic Data;
- c) Total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or
- d) Computer Virus.

However, cover is otherwise provided by the Policy for losses to Electronic Data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped therefrom, sonic boom, Theft which is a consequence of Theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labor disturbances which do not assume the proportions of or amount to an uprising, storm, rainwater, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

4. Inadequate maintenance, defective design or workmanship or material

Loss or Damage arising from Seepage is directly occasioned by or through inadequate maintenance, defective design or workmanship or the use of defective material.

5. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Your Building, Home Contents or persons.

6. Nuclear

Ionising radiation from, or contamination by radio-activity from:

- a) any nuclear fuel or nuclear waste; or
- b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
- c) nuclear weapons material.

7. Property cyber and data

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto this Policy excludes any:

- a) Cyber loss;
- b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data; regardless of any other cause or Event contributing concurrently or in any other sequence thereto.

8. War

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or popular rising, use of military or usurped power, martial law, looting, sacking or pillage following any of these, or the expropriation of property.

9. Lawful seizure

The lawful seizure, detention, confiscation, nationalization or requisition of Your Building.

10. Unexplained or mysterious disappearance

Loss or Damage caused by any unexplained or mysterious disappearance.

11. Consequential loss

Loss or Damage that does not arise directly from the insured Event.

12. Unauthorized structures and unauthorized Building works

Damage caused by 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 unauthorized Building works will be construed in accordance with the Buildings Ordinance, Cap. 123 of the Laws of Hong Kong.

13. Land movement and slope displacement

Damage caused by movement, failure, collapse, subsidence, erosion, or any other form of displacement of any natural slope or landform, whether gradual or sudden, and whether or not such movement is attributable to natural or man-made causes.

9. Other Important Information

Proof of ownership and value

Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.

Limit of Liability

Unless specified in the Schedule of policy, the insurer's liability under this Policy shall not exceed the Sum Insured amount of each Section.

You must disclose all previous claims

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance, which include but are not limited to: (a) change in Your identity in the usage of the Home (i.e. whether You are Owner Occupier, Tenant or Landlord), (b) any permanent move of You so You no longer live in the home, or (c) change in circumstance which would increase the possibility of loss or damage or legal liability.

The Company reserves the right to adjust the Premium, and/or revise terms and conditions of this Policy according to the change in Your identity in the usage of the Home.

24-hour home assistance services

Access to a Worldwide Emergency Assistance network operated by Our appointed service provider for the following free referral services:

- a) a registered electrician to effect immediate repair in case of malfunction of any electrical home appliance at Your home;
- b) a licensed plumber to effect immediate repair in case of clogging bursting or overflowing of water supply system at Your home;
- c) a locksmith to effect immediate access in case You are accidentally locked out of Your home;
- d) arrange a house call by a duly registered doctor or an appointment with a dental practitioner at Your home.

If You elect to use any of these services all costs incurred will be at Your expense and at Your own discretion. We are not liable for any Loss or Damage arising from the use of such services.

The contact number can be found via the Mox app or Our official website at <https://www.qbe.com/hk/en/personal-insurance>. You should call the hotline of Our appointed service provider and state:

- a) Your name, policy number and the address of Your home;
- b) the telephone number where Our appointed service provider can reach You or Your representative; and
- c) a brief description of the situation and the nature of help required.

10. Personal Information Collection Statement

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.

- b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes).

- c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:

- i) third parties providing services related to the administration of my/our policy (including reinsurance);
- ii) financial institutions for the purpose of processing this application and obtaining policy payments;
- iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
- iv) another member of the QBE group (for all of the purposes stated in (b)) in any country; or
- v) other parties referred to in QBE's Privacy Policy for the purposes stated therein.

- d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

QBE Hongkong & Shanghai Insurance Limited

Address: 33/F, Oxford House, Taikoo Place,
979 King's Road, Quarry Bay, Hong Kong
Email: info.hk@qbe.com.hk

- e) that where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.

- f) that in the event of differences between the English and Chinese, the English version shall prevail.

1. 簡介

本保單由昆士蘭聯保保險有限公司（「本公司」，於本保單條款中亦稱為「我們」）承保。Mox Bank Limited（「Mox」）為本公司委任之保險代理人。

作為領先的綜合保險公司，我們為企業及個人客戶提供全面的非人壽保險解決方案。我們隸屬 QBE Insurance Group，該集團為一間從事一般保險及再保險業務之公司，於澳洲證券交易所（ASX）上市，並以悉尼為總部。QBE Insurance Group 於全球超過 31 個國家聘用逾 12,000 名員工。

本保單反映擬購買家居保險保障之人士的需求及需要。

本保單條款列明由我們承保之家居保險保障內容，請閣下務必細閱。本條款說明保單持有人（於本保單中亦稱為「閣下/您」）之保障範圍、不保事項、於提出索償時應採取之行動，以及於需要協助時應聯絡之單位。

閣下應連同保單承保表一併閱讀本保單，並應定期檢視保障內容，以確保其持續符合閣下之需要。

本保單條款連同保單承保表、投保申請書及任何批註，構成閣下與我們之間合約之證明文件，並適用於所選擇之保障級別（基本、標準、優越）。

我們同意按本保單條款所載，向閣下提供保險保障，惟條件為保費須於到期時繳付，且閣下須遵守及履行本保單之各項條款、條件及不保事項，凡屬須由閣下作出或遵從者，均須予以遵從。

如本保單之英文版本與中文版本之內容有任何不一致或衝突，一概以英文版本為準。

1.1 了解您的保單

閣下應細閱以下內容：

- 構成本保單；
- 載述本公司對若干用語之涵義的重要定義；
- 本保單各部分所提供之保障；
- 閣下可能須支付之自付額；
- 不獲保障之情況；
- 與索償有關閣下及本公司須履行之事項；
- 閣下與本公司之取消保單權利；
- 於發出時提供予閣下之任何保單承保表；及
- 本公司可能提供予閣下以更改本文件所載標準保障條款之任何其他文件。

如閣下對本保單有任何疑問，請聯絡 Mox。

2. 保障列表

保障項目 計劃	最高賠償額 (港元)					
	租客/業主自住			業主出租		
	基本	標準	優越	基本	標準	優越
第1部分 – 家居財物						
1. 家居財物損失或損毀 • 殘留物移走及儲存費用 • 臨時保護的合理費用	500,000 最高 10,000 最高 2,000	1,000,000 最高 10,000 最高 2,000	1,500,000 最高 10,000 最高 2,000	500,000 最高 10,000 最高 2,000	1,000,000 最高 10,000 最高 2,000	1,500,000 最高 10,000 最高 2,000
2. 露天家居財物	保障額的10%			保障額的10%		
3. 緊急儲存家居財物	最長3個月保障, 您的保障餘額為上限			最長3個月保障, 您的保障餘額為上限		
4. 銀行保險箱內的家居財物	5,000 (每次損失 1,000)	5,000 (每次損失 1,000)	10,000 (每次損失 1,000)	不適用		
5. 家居財物臨時移走到香港境內的任何地方連續不超過90日	保障額的10% (每次損失50,000)					
6. 運送到新住所途中的家居財物	保障額的15%					
7. 新所在地的家居財物(從您開始將家居財物搬移起計最多28日)	500,000	1,000,000	1,500,000			
8. 貴重物品在您的居所內損失或損毀	400,000 (每項20,000)	400,000 (每項20,000)	500,000 (每項25,000)			
9. 因偷竊、入屋盜竊或其他人非法進入您的樓宇而造成身體傷害招致的醫療費用補償	10,000	10,000	15,000			
10. 信用卡因在您的樓宇內被盜竊而遺失	2,500 (每次損失1,000)					
11. 家傭的個人物品	保障額的10% (每項2,500)					
12. 節日保障額增加 (在保險期內的12月15日至2月25日期間)	保障額的25%					
13. 如果您因家居財物或樓宇的損失或損毀而直接導致死亡所支付的殮葬費	5,000					
14. 賓客及訪客的物品	1,000	1,000	2,000			
15. 鑰匙/門鎖更換	2,000	2,000	3,000			
16. 因樓宇之損失或損毀而不適合其預期用途所支付寵物的臨時寄宿費	2,000	2,000	3,000			
17. 寵物—意外死亡或從您的樓宇強行破門而入或破門而出的方式偷走	2,000					
18. 儲存在您的冰箱內冷凍食品因電力供應中斷或機械或電力故障而腐爛	1,000					

保障項目 計劃	最高賠償額 (港元)					
	租客/業主自住			業主出租		
	基本	標準	優越	基本	標準	優越
第1部分 – 家居財物						
19. 因以下原因而不適合用於其預期用途, 需要臨時居所:						
- 家居財物或樓宇的損失或損毀 (以6個月為上限) - 警方、公共或法定主管當局命令 (遷出至撤銷期間 (以30日為上限)) - 電力、燃氣、供水或排污服務中斷超過24小時 (以30日為上限) - 樓宇附近的其他財產受到損失或損毀	保障額的10% (每日1,500)	保障額的10% (每日1,500)	保障額的10% (每日2,500)		不適用	
第2部分 – 樓宇						
1. 樓宇的損失或損毀 (包括建築師費用、殘留物移走及儲存費用最高為保障額的5%; 支付給公共或法定主管當局的費用; 合理的緊急維修費用最高為2,000港元; 臨時保護的合理費用最高為2,000港元)	100,000 (保單附表另有說明除外)			100,000 (保單附表另有說明除外)		
2. 在施工期間, 未完工的室內裝修的損失或損毀	合約價值 不超過 100,000	合約價值 不超過 100,000	合約價值 不超過 200,000	合約價值 不超過 100,000	合約價值 不超過 100,000	合約價值 不超過 200,000
3. 電費、煤氣費、水費及類似費用超額費用	2,000	2,000	3,000	2,000	2,000	3,000
4. 電費、煤氣費、水費及類似費用 – 未經授權使用	2,000	2,000	3,000	2,000	2,000	3,000
5. 支付滅火的合理費用	實際費用			實際費用		
6. 如果您因樓宇的損失或損毀而直接導致身體受傷, 造成癱瘓或四肢癱瘓, 需要對樓宇進行改動	10,000			不適用		
7. 因以下原因而不適合用於其預期用途, 造成租金的損失:						
- 樓宇的損失或損毀 (以6個月為上限) - 警方、公共或法定主管當局命令遷出至撤銷期間 (以30日為上限) - 電力、燃氣、供水或排污服務中斷超過24小時 (以30日為上限) - 樓宇附近的其他財產受到損失或損毀	不適用			最長6個月 75,000 或保障額的 10%, 以較高 者為準	最長6個月 75,000 或保障額的 10%, 以較高 者為準	最長6個月 100,000 或保障額的 10%, 以較高 者為準

保障項目 計劃	最高賠償額（港元）					
	租客/業主自住			業主出租		
	基本	標準	優越	基本	標準	優越
第3部分 – 第三者責任						
1. 責任限額- 家居財物: 您在法律上有責任為下列情況下造成的人身傷害或財產損失支付賠償: • 您的家居財物的擁有權; • 您佔用樓宇的身份; • 在全球任何地方所引起的您的個人法律責任; 您就業主留在您樓宇內供您使用的任何物品、固定裝置及設備而承擔的法律責任	5,000,000	5,000,000	10,000,000	5,000,000	5,000,000	10,000,000
2. 責任限額 – 樓宇: 您在法律上有責任為您的樓宇的業權造成的人身傷害或財產損失支付賠償	5,000,000	5,000,000	10,000,000	5,000,000	5,000,000	10,000,000
3. 與第3部分條款的索償而辯護所產生的法律費用及支出	實際費用			實際費用		
4. 與第3部分條款的索償而出庭作供的補償	每日500			每日500		
第4部分 – 個人意外						
1. 如您於承保地點之樓宇內因火災, 或因爆竊、盜竊或其他人士非法進入而直接及完全導致下列受保事件時: • 死亡 • 單眼或雙眼完全失明且無法復原 • 完全及永久性喪失一隻或兩隻手或腳的功能 • 完全癱瘓	100,000			100,000		

3. 自付額

保障項目	自付額(港元)
1. 家居財物	
由水引致之損毀:	
樓齡30年或以下	500或損失之10% (以較高者為準)
樓齡31年至40年	5,000或損失之10% (以較高者為準)
樓齡41年至50年	10,000或損失之10% (以較高者為準)
樓齡51年至60年	20,000或損失之20% (以較高者為準)
樓齡61年或以上	30,000或損失之30% (以較高者為準)
搬屋	1,000或損失之10% (以較高者為準)
滑坡及地陷	10,000或損失之10% (以較高者為準)
臨時居所	基本或標準計劃1,500; 優越計劃2,500
所有損失 (另有說明除外)	200
2. 樓宇	
由水引致之損毀:	
樓齡30年或以下	500或損失之10% (以較高者為準)
樓齡31年至40年	5,000或損失之10% (以較高者為準)
樓齡41年至50年	10,000或損失之10% (以較高者為準)
樓齡51年至60年	20,000或損失之20% (以較高者為準)
樓齡61年或以上	30,000或損失之30% (以較高者為準)
所有損失 (另有說明除外)	3,000

4. 定義

4.1 意外

指單一事件所引致之一宗意外或一連串意外。

4.2 恐怖主義行為

指任何行為、與該行為有關的準備行動，或作出該行為之威脅，其目的在於影響任何國家或其任何政治分支之合法或實際存在的政府，或基於政治、宗教、意識形態或類似目的，對任何國家之公眾或其任何部分造成恐嚇，而該等行為可由任何個人或團體單獨作出，或代表或聯同任何組織或政府（無論其為合法或實際存在）而作出，並且該行為：

- a) 涉及對一人或多人的暴力行為；
- b) 涉及對財產造成損害；
- c) 危及行為人以外人士之生命；
- d) 對公眾或其任何部分之健康或安全造成風險；或
- e) 旨在干擾或破壞任何電子系統。

4.3 爆竊

指以武力及暴力方式進入或離開任何樓宇或處所後，在該樓宇或處所內作出之不誠實及不合法取去財產之行為。

4.4 樓宇

指用作住宅用途之樓宇實體結構，包括：

- a) 住宅附屬樓宇；
- b) 固定裝置及結構性改善工程，包括浮動地板，並已永久附著或固定於閣下之樓宇而成為其法律上一部分者，以及對現有固定裝置或結構所作之任何改良；
- c) 嵌入式空調機、嵌入式櫥櫃、熱水系統、照明裝置及爐具；
- d) 衛星天線、無線電天線、電視天線及其他天線，以及其相關之電線、支桿、基座、地基、固定裝置及塔架；及
- e) 專供閣下樓宇使用之地下及架空設施，

上述內容須為閣下擁有或負法律責任，並位於承保地點或其毗鄰範圍之財產。

樓宇不包括：

- a) 家居財物；
- b) 地基、排水系統或任何位於最低樓層底面以下之結構部分；
- c) 飛機、露營車、拖車、車輛、氣墊船及船隻，包括其配件或備用零件（不論是否已安裝）；及
- d) 於小徑、車道或網球場上之植物、樹籬、樹木、灌木、碎石、頁岩、石塊、黏土或泥土，以及花園內之泥土、樹皮或覆蓋物。

4.5 易碎物品

指由玻璃、瓷器、陶瓷、泥器或石材製成之物品、酒類、任何電子影像顯示裝置，或其他由性質相似之易碎物料製成之物品。

4.6 電腦病毒

指一組具有破壞性、有害或未經授權之指令或程式碼，包括任何以程式方式或其他形式惡意引入之未經授權指令或程式碼，並能於任何性質之電腦系統或網絡中自我複製及傳播。

電腦病毒包括但不限於木馬程式 (Trojan horses)、蠕蟲 (worms) 及時間或邏輯炸彈 (time or logic bombs)。

4.7 折舊

指因損耗及磨損而導致物品價值之減少。

4.8 地面變動

包括但不限於隆起、山泥傾瀉、地面滑移、泥流、沉降、收縮、地陷或倒塌。

4.9 電子資料

指任何經轉換為可供電子或機電式資料處理設備及/或電子控制設備用於通訊、顯示、分發及/或處理之形式之事實、概念及/或資訊，包括但不限於供該等設備使用之程式及/或軟件及/或其他編碼指示。

4.10 批註

指對本保單之條款、條件、不保事項及保障限額作出之書面修改，並列載於保單承保表上及構成其一部分。

4.11 事件

指於某一特定時間內發生之事件或非預期發生之事故，或因該事件或事故而引致或可歸因於該事件或事故之一連串事件或事故，而該等事件或事故導致或引致可根據本保單索償之損失、損害或須承擔之法律賠償責任。

4.12 自付額

指閣下須就每一項因同一事故或事件所引致之索償自行承擔之金額。任何自付額之金額載列於保單承保表內。每宗提出索償之事故均適用自付額。

4.13 可搬移物品

指未永久固定於住所內，並可於搬遷至新居時隨同帶走之物品。

4.14 固定裝置

指已永久固定之物品，包括但不限於地磚、窗戶、門、牆面飾層、浴室設備、內置廚房設施、入牆衣櫃、內置櫃、嵌入式玻璃製品，但不包括隱藏之固定裝置（僅限於排水系統、管道、電纜及電線）。

4.15 浮動地板

指工程地板、複合地板、貼面地板或其他類似（預製）地板類型，該等地板並非固定或附著於底層地板，而是依靠其自身重量及/或周邊牆身之踢腳線加以固定於原位。

4.16 家居財物

指包括但不限於以下由閣下擁有或由閣下負法律責任，且位於保單承保表所載承保地點之樓宇內的財產：

- a) 家庭用品、床上用品、傢俱、陳設、家用電器及器皿；
- b) 地氈（無論是否固定）、其他未固定之地面覆蓋物、室內百葉簾、窗簾及照明之可搬移物品；

c) 衣物及個人物品；

d) 每宗損失最高1,000港元及於每一保險期內合共最高2,500 港元之金錢及可轉讓票據；及

e) 各類文件或藏品，包括郵票、獎章或硬幣收藏等，惟任何單一物品最高不超過2,000 港元；

f) 如閣下為租客：

i) 閣下根據租約、類似協議條款依法須負責之業主/許可人之固定裝置及可搬移物品；及

ii) 閣下為自用而安裝且未在其他保單下投保之固定裝置及可搬移物品（包括室內裝飾）。

家居財物不包括：

- 固定地面覆蓋物（地氈或地氈墊除外）、爐具、嵌入式空調機及暖氣設備、熱水系統、垃圾處理裝置；
- 任何永久附著或固定於樓宇並構成其法律上一部分之其他固定裝置或結構性改善工程；及
- 存放於承保地點用作賺取收入之工具、儀器、設備及貨物。

4.17 彌償價值

指將財產重建、更換或修復至與損失發生時之狀況相同或大致相同（但不得較佳或更廣泛）之成本，並已考慮其年期、狀況及剩餘使用年期。

4.18 業主

指擁有物業並將其出租予他人以收取租金之人士。

4.19 損失或損害

指因任何突發及意外原因直接導致之財產實質損失、毀壞或損害，而該原因並非本保單所排除。

4.20 金錢

指紙幣或貨幣、硬幣、支票、旅行支票、郵政匯票或付款指令及郵票。

4.21 按揭人

指就財產作出按揭以作為貸款或其他債務擔保之人士或實體，並在該按揭規限下仍保留該財產之法律或衡平法上所有權。

4.22 事故

指一項事件，包括持續或反覆暴露於大致相同的一般情況，而導致人身傷害或財產損害，且該等後果並非閣下所預期或意圖發生。

4.23 業主自住

指以其本人身份實際佔用及居住於受保樓宇內之合法業主，包括通常與其一同居住之家庭成員。

4.24 保險期

指閣下獲提供保險保障之期間。起保日期及屆滿日期會載於保單承保表內。

4.25 人身傷害

指以下於中華人民共和國香港特別行政區境內，並於保險期內發生之以下事項：

- 身體受傷（包括死亡及疾病）、殘疾、驚嚇、震驚、精神痛苦或精神傷害；
- 錯誤拘捕、非法扣留、非法禁錮或惡意檢控；
- 非法進入或驅逐，或以其他方式侵犯私隱權；
- 發表或傳述誹謗或詆毀性言論；及
- 並非由閣下或按閣下指示作出之襲擊及毆打行為，

惟如該等行為為防止或消除對人身或財產之危險而作出則除外。

4.26 寵物

指由閣下飼養作陪伴用途之馴化貓或狗，且並非用作商業、繁殖或其他業務用途。

4.27 污染物

指任何固體、液體、氣體或熱力性之刺激物或污染物，包括但不限於煙霧、蒸氣、煙灰、廢氣、酸、鹼、化學物質及廢料。廢料包括任何擬作回收、再處理或再利用之物料。

4.28 保單

指本保單條款、保單承保表（包括任何替代發出之承保表）及任何附加於或載於該等文件內之批註，而該等文件共同構成閣下與我們之法律合約。

4.29 保費

指我們根據本保單要求閣下支付之任何金額。任何政府收費及/或徵費將按當時適用之比率另行加於保費之上，並於保單承保表內另行列明。

4.30 財產損害

指於中華人民共和國香港特別行政區境內，並於保險期內發生之：

- a) 有形財產之實質損壞或毀壞，包括因該等損壞或毀壞所引致之使用損失；或
- b) 並未遭實質損壞或毀壞之有形財產之使用損失，惟該等使用損失須由一宗事故所引致。

4.31 租金

就閣下之樓宇而言，指按於損失或損害發生前即時適用之年度可出租價值（包括租客或承租人須支付之任何「支出」）計算之金額，並扣除閣下無須支付予租務代理或租金代收代理之任何佣金或費用。

4.32 重置價值

指：

- a) 以合理成本將閣下之家居財物及/或樓宇重建、更換或修復至與其全新時之狀況相同或大致相同（但不得較佳或更廣泛）；及
- b) 為使閣下之樓宇符合任何條例、法律、法規或任何市政或地方機構之附例規定而必須進行之改動或升級所產生之額外費用。

我們不會賠償任何於損失或損害發生前已被命令須遵從之規定所涉及之費用。

4.33 保單承保表

指以下其中一項：

- a) 標題為「保單承保表」之文件，當中載有閣下之姓名及地址、保費，以及對本公司標準保單之任何變更（包括任何批註條款）；或

b) 閣下已繳付之續保保單承保表。

上述文件可不時重新發出，而每一份後發文件均取代先前之文件。

4.34 滲漏

指水分、濕氣或潮濕透過喉管、排水系統、牆壁、地面、地基或其他樓宇構件之緩慢、逐步或持續滲入。

4.35 承保地點

指保單承保表所載閣下樓宇所在之地址。

4.36 變質

指食物變壞至不適合人類食用，或其可食用之品質下降。

4.37 保額/責任限額

指保單承保表所列閣下獲保障各部分之金額，並為本公司於各該部分下就所有索償之最高賠償責任金額，包括可向閣下追討之申索人費用及開支：

- a) 於任何一個保險期內；或
- b) 除非於保單承保表或個別部分另有指明之限額。

4.38 風暴潮

指由強烈風暴之風力所引致之海水水位異常上升或下降，但不包括已命名之氣旋。

4.39 臨時居所費用

就閣下所居住之樓宇而言，指按鄰近地區類似居所之費用計算之金額。

4.40 租客

指任何根據租賃協議獲授權佔用閣下樓宇之人士，包括任何共同居住者。

4.41 租賃協議

指業主與租客之間訂立並已加蓋印花之有效及具法律約束力之書面協議，據此租客在支付租金或其他有價代價的情況下，獲授予於指定期間內佔用該物業之權利。

4.42 盜竊

指任何人在未經擁有人同意之情況下，以不誠實及不合法方式取去、挪用或據為己有他人財產，並意圖永久剝奪該擁有人對該財產之權利之行為，而該行為不涉及使用武力或暴力進入。

4.43 海嘯

指因海底地震、地動或地震學性擾動所引致之海浪。

4.44 颱風

指一種成熟之熱帶氣旋，通常伴隨雷暴、暴雨或冰雹。

4.45 貴重物品

指古玩、圖畫或其他藝術品、皮草、珠寶、玉器、手袋、寶石、手錶、金器或銀器、古董、樂器、波斯地氈或類似地氈及其他類似物品。

4.46 車輛

指：

- a) 任何設有車輪或履帶、並以非人力或非動物動力推動或擬用作推動之機械，且其根據中華人民共和國香港特別行政區之法例須予登記及/或投保；及
- b) 任何設計或擬由該等機械拖行之拖車或其他附屬設備。

4.47 船隻

指任何船舶、器具或物件，包括衝浪板、風帆板、獨木舟及滑浪艇，凡設計或擬用作在水面或水中漂浮或航行者。

4.48 損耗及磨損

指因年期、清洗、染色、清潔、修理、翻新、刮損、凹陷、日常使用或缺乏保養而導致之損壞或價值減少。

4.49 我們

指昆士蘭聯保保險有限公司。

4.50 閣下/您

指保單承保表所列之人士，並包括通常與該人士同住之任何家庭成員。

5. 理賠 – 賠償基準

第1部分 – 家居財物

1. 重置保障

如家居財物因承保事故而遺失、毀壞或損壞，我們將按重置價值（以全新更換）支付重置成本，而不作任何折舊扣減。我們可選擇修理或更換任何物品，而非向閣下支付其價值。

如我們選擇更換或修理受保財產，而閣下拒絕該項更換或修理，則本公司之賠償責任僅限於支付彌償價值。

我們不會賠償更換未受損之家居財物之費用。

特別條款

- a) 閣下之家居財物之所有其他保險須同樣以重置基準承保。
- b) 在實際產生重置費用之前，任何賠償金額均不得超過按彌償條件本應支付之金額。
- c) 就電子資料而言，我們僅賠償實體儲存裝置之成本，以及從備份或上一版本原始資料複製該等資料之費用。上述費用不包括任何研究及開發費用，亦不包括重新建立、收集或整理該等電子資料之任何費用。

如實體儲存裝置未獲修理、更換或恢復，我們僅賠償該裝置之成本。

即使該等電子資料無法重建、收集或整理，我們亦不會就其價值向閣下或任何其他人士作出任何賠償。

第2部分 – 樓宇

1. 重置

如閣下之樓宇遭受損壞，我們可選擇重建、更換、修理或支付重建、更換或修理所需之費用。

於第2部分下本公司所支付之金額，將為於重置時之重置成本，惟須受以下條款約束：

- a) 重建、更換或修理之必要工程（可於其他地點或以任何符合閣下需要之方式進行，惟不得增加本公司之責任）須在沒有不合理延誤之情況下展開及進行；否則，我們保留按彌償價值處理賠償之權利；

- b) 如樓宇包含任何具裝飾性、文物或歷史價值之建築或結構特徵，或原有建築所採用之物料未能輕易取得，我們將採用最接近原有物料之替代物料；
- c) 在合法情況下並經我們事先書面同意，閣下毋須重建任何已毀壞之樓宇，而可購買其他現有樓宇或其一部分以取代全部或部分已毀壞之樓宇。就本保單而言，該等更換將被視為重置，惟不得增加本公司之責任；
- d) 如閣下在展開或進行重置工程時造成不合理延誤，我們將不會賠償因該延誤所引致之任何額外費用；及
- e) 如我們選擇重建、更換或修理，而閣下不希望進行該等安排，我們僅會按彌償價值作出賠償。

我們不會賠償以下費用：

- a) 重建或更換未受損之樓宇；及
- b) 重建、更換或修理任何非法裝置。

6. 保障範圍

第1部分 – 家居財物

當閣下以租客或業主自住身份佔用樓宇，或將該樓宇出租予租客時，凡於保險期內發生之事故，均屬保障範圍。

1. 家居財物保障

我們將按保單承保表中第1部分所列之保額為上限，就閣下之家居財物之損失或損害作出賠償，並依據「理賠 – 賠償基準」條款處理，包括以下費用：

- a) 因家居財物受損而產生之碎片清理、移除、儲存及/或處置費用（包括須從毗鄰或相連之公眾或私人土地移除之碎片），以及引致該損失或損害之物件之處理費用。

如該等費用可能超過10,000港元，閣下在產生超出該金額之費用前，須先取得本公司之書面同意。

- b) 因水浸、海嘯、颱風或風暴潮所引致之損失或損害。

- c) 因警察、消防、救護或其他在其合法職責範圍內行動之緊急服務部門所引致之損失或損害。
- d) 因工業運作所產生之煙霧或煙灰而引致之突發及不可預見之損失或損害，惟不包括由逐漸發生之原因所導致之損失或損害。
- e) 因屬**第1部分**承保之損失或損害而必須為保障閣下之家居財物而產生之合理臨時保護及安全措施費用。

如該等費用可能超過2,000港元，閣下在產生超出該金額之費用前，須先取得本公司之書面同意。

2. 露天家居財物

當家居財物置於承保地點之露天範圍內時，我們就其損失或損害之賠償金額，以該家居財物保額之10%為上限。

我們不會賠償因水浸、海嘯、颱風、雨水或風暴潮所引致之損失或損害。

3. 家居財物之緊急存放

如閣下之樓宇因本保單承保之事故而受損至無法居住之程度，我們將支付將閣下之家居財物搬遷及儲存之合理費用，直至樓宇修復或重建期間，最長不超過三(3)個月。

此項保障之最高賠償金額，以支付家居財物損失或損害索償後所剩餘之保額為限。

下述第4至第8項保障：

- a) 已包含於保額之內；及
- b) 當閣下將樓宇出租予租客時並不適用。

4. 銀行保險箱內之家居財物

如閣下之家居財物存放於銀行保險箱內期間發生損失或損害，我們將作出賠償。

惟我們之賠償最高不超過：

- a) 保單承保表所示每宗損失之限額；及
- b) 保單承保表所示每一保險期內之最高限額。

5. 臨時搬離之家居財物

當閣下之家居財物暫時由承保地點搬離至中華人民共和國香港特別行政區境內其他地點，且期間不超過連續九十(90)日，我們將就其損失或損害作出賠償，惟須符合以下情況：

- a) 存放於任何銀行或保險箱內；
- b) 存放於任何私人住宅內，但不包括存放於帳幕、車輛、船隻或飛機內；或
- c) 搬移至閣下居住之寄宿屋、酒店、汽車旅館、會所、護理院或醫院。

我們之賠償最高不超過：

- i) 保單承保表所示每宗損失之限額；及
- ii) 於任何一個保險期內不超過家居財物保額之百分之十(10%)。

此外，我們不會賠償以下之損失或損害：

- i) 金錢、支票或其他可轉讓票據；
- ii) 存放於傢俱儲存設施內之家居財物；
- iii) 於由承保地點永久搬遷期間運送途中之家居財物，除非該等損失或損害可根據「搬遷至新居途中之家居財物」保障獲得賠償；及
- iv) 已永久搬離承保地址之家居財物。

6. 搬遷至新居途中之家居財物

當閣下之家居財物於搬遷途中，我們將就以下原因所引致之損失或損害作出賠償，最高賠償額為家居財物保額之百分之十五(15%)：

- a) 火災、運輸車輛之碰撞及/或翻側；
- b) 運輸車輛上之盜竊；及
- c) 惡意破壞、暴動或民眾騷亂；

惟該等家居財物須：

- 運送至閣下擬定之新承保地點；或
- 運送往或由傢俱儲存設施，

且須由專業包裝或搬運公司進行專業包裝及搬運。

我們不會賠償:

- 易碎物品之損壞;
- 因刮花、凹陷、碰撞或缺角所造成之損壞; 或
- 已由其他保單保障之損失或損害。

7. 新承保地點之家居財物

如閣下永久遷往中華人民共和國香港特別行政區內另一地址作為主要居所, 我們將保障閣下之家居財物:

- a) 存放於現有承保地點之樓宇內期間; 及
- b) 自開始搬遷家居財物之日起計最多二十八(28)日內於新承保地點之家居財物。

惟於現有承保地點及新承保地點之總賠償額, 合共不得超過家居財物之保額。

如閣下未有於遷往新承保地點後二十八(28)日內通過電郵書面通知本公司有關永久搬遷, 並提供新承保地點之詳情, 則本保障將不適用。

8. 貴重物品

我們將就閣下之貴重物品於承保地點內之損失或損害作出賠償。

惟我們之賠償最高不超過:

- a) 保單承保表所示每項物品之限額; 及
- b) 保單承保表所示於任何一個保險期內之最高限額。

下述第9至第19項保障:

- a) 為保額以外之額外保障; 及
- b) 當閣下將樓宇出租予租客時不適用。

9. 醫療費用補償

如於保險期內, 閣下因爆竊者、盜竊者或其他非法進入閣下樓宇之人士而遭受身體傷害, 我們將按保單承保表所列之金額上限, 賠償閣下因此必須支付之合理醫療費用。

10. 信用卡 – 遺失或盜竊保障

如閣下之信用卡或自動櫃員機卡因在閣下樓宇內遭盜竊而遺失, 且閣下須就他人拾得或盜用該卡所產生之信用金額負法律責任, 我們將作出賠償。

惟我們之賠償最高不超過:

- a) 保單承保表所示每宗損失之限額; 及
- b) 保單承保表所示每一保險期內之最高限額。

此外, 閣下必須遵守發卡機構所訂之條款及細則, 否則本公司不會作出賠償。

11. 家傭之個人物品

如閣下家傭之個人物品於閣下樓宇內遭受損失或損害, 我們將作出賠償。

惟我們之賠償最高不超過:

- a) 每項物品2,500港元; 及
- b) 所有相關物品合共不超過家居財物保額之百分之十(10%)。

12. 節日期間保額提升

於保險期內每年12月15日至翌年2月25日期間, 閣下之家居財物保額將自動提高百分之二十五(25%)。

13. 喪葬費用

如閣下或與閣下同住之家庭成員, 因屬第1部分或第2部分承保並獲接納之損失或損害之直接後果而身故, 我們將按保單承保表所列之金額上限, 賠償相關喪葬費用。

14. 訪客之財物

當賓客或訪客之財物位於承保地點內時, 如發生損失或損害, 我們將按保單承保表所列之金額上限作出賠償。

惟我們不會賠償:

- i) 該財物已另有其他保險保障;
- ii) 金錢、支票及其他可轉讓票據之損失或損害。

15. 鑰匙及門鎖更換

如閣下樓宇之鑰匙意外遺失或被盜，我們將按保單承保表所列之金額上限，賠償閣下為恢復至原有保安水平而必須合理支付之費用，包括：

- a) 重新配匙或重新編碼鎖具及更換鑰匙；或
- b) 如鎖具無法重新配匙或重新編碼，

更換同類型及品質之鎖具。

16. 寵物 – 臨時寄養費用

如閣下之樓宇因以下原因而變為不適宜居住：

- a) 因屬**第1部分**或**第2部分**承保之損失或損害；及
- b) 臨時居所不允許飼養寵物或保安犬，

我們將按保單承保表所列之金額上限，賠償閣下因此必須支付之合理寵物寄養費用。

17. 寵物 – 意外死亡或盜竊

如於保險期內，閣下之家養寵物：

- a) 因意外身體傷害導致死亡；
- b) 因以實際武力及暴力方式進入或離開閣下樓宇而被盜；或
- c) 因意外傷害或盜竊而須安樂死；

在閣下能提供所有權證明之情況下，我們將按保單承保表所列之金額上限作出賠償。

我們不會賠償如：

- i) 未經本公司同意而對寵物進行安樂死（除非基於人道理由即時處理屬必要）；
- ii) 寵物之死亡因並非由意外所致且非為挽救其生命而進行之手術；或
- iii) 寵物之死亡因繁殖、疾病或病症所致。

18. 冷藏食品變質

如冷凍食品因以下原因而損失或損害並需棄置，我們將按保單明承保表所列之金額上限賠償更換費用：

- a) 電力供應中斷；或

- b) 機械或電氣故障。

惟我們不會賠償如損失由以下原因所致：

- i) 閣下或與閣下同住人士意外或故意關閉電源；
- ii) 供電機構之故意行為；或
- iii) 停電行動。

19. 臨時居所費用

當閣下以租客或業主自住身份佔用樓宇，而該樓宇因以下原因而變得不適宜居住其原定用途時：

- a) 因承保事故造成之損失或損害（已於**第1部分**或**第2部分**獲接納）：

- i) 我們將按保單承保表所列之金額上限賠償緊急住宿費用；及
- ii) 我們亦將賠償自事故發生起至以下時間所產生之合理臨時居所費用：

- 閣下完成重建、修理或更換後重新入住樓宇；或
- 如未有重建或更換，於合理所需之重建或更換期間；

或因警方、公共或法定機構或任何依法獲授權之機構或人士下令，而導致：

- i) 來自水缸、供水系統、空調冷卻塔等之軍團菌或其他空氣傳播病原體之排放、洩漏或逸散；或
- ii) 人類傳染病或感染性疾病。

保障由命令生效時起至命令撤銷時止，或最多三十(30)日（以較早者為準），且最長不超過六(6)個月。

- b) 因供電、燃氣、供水或排污設施因承保事故（屬**第1部分**）而中斷，且該事故發生於相關供應機構之財產或控制範圍內，並持續超過二十四(24)小時：

我們將自服務中斷起至恢復為止，或最多三十(30)日（以較早者為準）作出賠償。

- c) 因承保事故（屬**第1部分**）影響鄰近物業，或因警方、公共或法定機構或其他依法授權人士之命令而導致。

本公司就上述所有情況之合計賠償金額，以保單承保表第1部分所示之百分比限額為上限。

不保事項 – 第1部分不承保之事項

1. 本公司不會賠償以下損失或損害：

- a) 由以下人士在合法處於閣下樓宇內時所作出之盜竊或惡意破壞所引致或造成之損失或損害：
 - i) 閣下、閣下之家傭、閣下邀請之人士或寄宿者；
 - ii) 閣下之租客、其邀請之人士或寄宿者；或
 - iii) 任何經閣下明示或默示同意而行事之人士；
 - b) 游泳池覆蓋物、太陽能覆蓋物或塑膠內襯之損失或損害；
 - c)
 - i) 因蛀蟲、白蟻或其他昆蟲、害獸、老鼠、鼠類、霉菌、黴菌、污染或污染物、褪色、空氣潮濕或溫度變化、蒸發、疾病、內在缺陷或潛在缺陷、重量減少、質地或表面變化，或鳥類或動物之啄食、咬噬或抓損所引致；或
 - ii) 因損耗及磨損所引致；

惟如上述原因直接導致可根據第1部分索償之其他事故（例如火災或玻璃破裂）所引致之損失或損害，則屬保障範圍。
 - d) 因過度上鏈、機械故障或失靈、電力故障或失靈，或由電流引致之故障所造成；

惟如損失或損害因以下原因引致，則屬保障範圍：

 - i) 雷擊；
 - ii) 經供應機構確認之電力突升；或
 - iii) 因上述情況引致之火災損害； - e) 因地下（水壓）水所引致；

惟如損失或損害因水缸、喉管或渠管爆裂、滲漏或溢出所引致，則屬保障範圍；
- f) 因工業運作所產生之煙灰或煙霧所引致；

- g) 因烹飪過程中施加熱力而對烹飪設備造成之損壞，包括由此引致之燒焦、燒灼、熔化或煙燻損害；
- h) 因由閣下擁有或由閣下保管、看管或控制之家養動物所引致；
- i) 對易碎物品（包括但不限於玻璃）之損失或損害：
 - 電視顯像管或屏幕、電子顯示裝置之顯示屏、畫框玻璃、收音機或時鐘之玻璃，或花瓶、裝飾品或一般以手攜帶之玻璃物品；或
 - 如裂縫並未貫穿整件受損物品之全部厚度；

惟如該等玻璃破裂引致其他家居財物之損失或損害，則該等損失或損害屬保障範圍；
- j) 地氈及其他地面覆蓋物因污漬、褪色或磨損所引致之損失或損害；
- k) 如閣下之樓宇空置且正在進行拆卸工程，而於拆卸工程開始前未取得本公司書面同意繼續提供保障，則該等期間內之家居財物之損失或損害；
- l) 任何無法解釋之損失或失蹤；
- m) 任何車輛、船隻或飛機（包括其配件）；
- n) 任何魚類、鳥類或任何不屬於寵物定義的動物；
- o) 樹木、灌木及其他植物（任何室內植物除外）；
- p) 因不當使用或違反製造商指示使用而引致之損失或損害；
- q) 以下物品之損失或損害：手提電話、手提電腦及相關硬件及軟件；
- r) 眼鏡或太陽眼鏡之損失或損害。

第2部分 – 樓宇

閣下就於保險期內發生之以下事件獲得保障。

1. 我們將按保單承保表中**第2部分**所列之保額為上限，就閣下之樓宇之損失或損害作出賠償，並依據「理賠—賠償基準」條款處理，包括以下費用：

- a) i) 就**第2部分**提出索償時，在獲本公司書面同意下，閣下於準備該索償過程中必須合理支付之建築師費、測量師費及其他專業費用及開支，最高以本保單所列之金額為限；
- ii) 因樓宇受損而產生之碎片清理、移除、儲存及/或處置費用（包括須從毗鄰或相連之公眾或私人土地移除之碎片），以及引致該損失或損害之物件之處理費用，上限為保單承保表所列保額之5%；另包括因管道或渠管之實質損壞而導致或引致阻塞時之渠管、天溝、污水渠及類似設施之清理、清潔及修理費用；
- iii) 拆卸、清拆、支撐、加固、托換地基或其他臨時性修理工程費用；及
- iv) 按公共或法定機構發出之清拆命令，拆卸及處置任何未受損部分之樓宇（包括未受損之地基）之費用；
- b) 為取得公共或法定機構批准重建、修理或更換樓宇而須支付之費用、分攤金或徵費，惟本公司不會賠償任何罰款或罰金；
- c) 閣下就向任何公共或法定機構提交陳述及/或申請而必須合理支付之法律費用；
- d) 因風暴潮/颱風所導致圍欄及大門之損失或損害；
- i) 惟如逐漸發生之原因（包括但不限於損耗及磨損、逐漸腐蝕、逐漸變質、乾濕腐朽、鏽蝕、害獸或昆蟲）為主要促成因素，則本公司不會作出賠償，
- 除非於任何修理或更換工程開始前已通知本公司並給予合理時間進行檢查；
- e) 因水浸、海嘯、颱風或風暴潮所引致之損失或損害；
- f) 因警察、消防、救護或其他受其管轄之緊急服務部門在合法執行職務過程中進入閣下樓宇而導致之損失或損害；
- g) 因工業運作所產生之煙霧或煙灰而引致之突發及不可預見之損失或損害，但不包括由逐漸發生之原因所導致之損失或損害；

- h) 閣下為履行減低受保損失或損害及防止進一步損失之責任而必須合理支付之緊急修理費用，

如該等費用可能超過2,000港元，閣下在產生超出該金額之費用前，須先取得本公司之書面同意；

- i) 因屬**第2部分**承保並獲接納之損失或損害而為保障樓宇安全而必須合理支付之臨時保護及安全措施費用。

如該等費用可能超過2,000港元，閣下在產生超出該金額之費用前，須先取得本公司之書面同意。

下述第2至第7項保障：為保額以外之額外保障

2. 改動/加建

當閣下於保險期內對樓宇進行改動、加建或改善工程時，我們將：

- a) 就該等改動、加建或改善工程於施工期間因**第2部分**可索償之事故所引致之損失或損害，按保單承保表所列之金額上限作出賠償，惟須符合以下條件：

- 該等工程之價值不超過該金額；或
- 閣下於工程開始前通知本公司，並經本公司書面同意。

如閣下已與建築商、承建商或類似機構訂立合約，而該等人士依法須為建築工程投保並已投保涵蓋物質損害及責任風險之保險，本公司將不會作出賠償。

惟在法律允許範圍內，如閣下根據合約條款須以閣下與承建商共同名義為樓宇投保，本公司將涵蓋承建商作為共同受保人就該等改動、加建或改善工程之利益，惟當合約金額超過100,000港元時，閣下須於工程開始前向本公司提供詳情，並於本公司要求時繳付額外保費。

- b) 就改動、加建或改善工程完成後因第2部分可索償之事故所引致之損失或損害，按保單承保表所列之金額上限作出賠償，惟須符合以下條件：

- i) 閣下須於該工程實際完成後六十（60）日內通知本公司；及

- ii) 閣下須按本公司要求繳付任何額外保費。

3. 電力、燃氣、供水及相關費用 – 額外支出

如樓宇因第2部分承保並獲接納之事故而遭受損失或損害，導致閣下須支付下列費用，我們將按保單承保表所列之金額上限作出賠償：

- a) 電力、燃氣、排污、燃油及用水之額外用量；
- b) 電力、燃氣、排污、燃油及用水之意外外洩；及
- c) 額外管理費用。

4. 電力、燃氣、供水及相關費用 – 未經授權使用

如任何人士未經閣下同意佔用或使用樓宇任何部分而導致經計量之電力、燃氣、排污、燃油及用水被未經授權使用，而閣下在法律上須支付相關費用，本公司將於每一保險期內按保單承保表所列之金額上限作出賠償。

如閣下在知悉該等未經授權使用後未有採取一切可行措施即時終止該使用，本公司將不會作出賠償。

5. 滅火費用

我們將賠償閣下為以下目的而必須合理支付之費用及開支：

- a) 於承保地點或其附近撲滅火警，而該火警對樓宇構成威脅，或為防止或減少損害（包括為取得進入任何物業之費用）；
- b) 補充滅火設備、更換已使用之灑水頭，以及重置防火、防煙及保安警報系統；或
- c) 因滅火設備意外釋放或洩漏而關閉供水或其他物質供應。

6. 改建（無障礙設施）

如閣下以租客或業主自住身份佔用樓宇，並因第2部分承保並獲接納之事故導致閣下身體受傷且成為截癱或四肢癱瘓，我們將按保單承保表所列之金額上限，賠償為配合閣下需要而對樓宇進行之改建費用。

此保障僅於該截癱或四肢癱瘓自事故日期起持續不少於六(6)個月，並由具合法資格之醫生證明時方適用。

如閣下已將樓宇出租予租客，則本項保障不適用。

7. 租金損失

當閣下之樓宇已出租予租客，或可透過已簽訂之租賃協議證明原可出租時，如樓宇因以下原因而變為不適宜居住其原定用途，我們將就已損失或本應可收取之租金作出賠償：

- a) 因第2部分承保並獲接納之損失或損害

我們將自事故發生時起至以下期間賠償：

- i) 樓宇完成重建、修理或更換後重新出租時，前提為閣下已採取一切合理措施尋找新租客；或
- ii) 如樓宇未有重建或更換，則為合理所需之重建或更換時間；

最長不超過六(6)個月，並由導致物業不適宜居住之事故發生後即時起計。

- b) 因警方、公共或法定機構或依法獲授權人士下令，原因包括：

- i) 來自水缸、供水系統、空調冷卻塔等之軍團菌或其他空氣傳播病原體之排放或洩漏；
- ii) 人類傳染病或感染性疾病；或
- iii) 謀殺或自殺事件於承保地點內發生；

我們將由命令生效時起至命令撤銷時止，或最多三十(30)日（以較早者為準）作出賠償。

- c) 因供電、燃氣、供水或排污服務中斷，而該中斷源於屬第2部分承保之事故，並涉及供應機構之財產或其控制範圍且持續超過二十四(24)小時；

我們將自服務中斷起至恢復為止，或最多三十(30)日（以較早者為準）作出賠償。

- d) 因承保事故（屬第1部分）影響鄰近物業，或因警方、公共或法定機構或依法授權人士之命令而導致。

本公司就上述所有情況之總賠償金額，以保單承保表所列金額為上限，或（如較高）以保單承保表第2部分所列之百分比限額為準。

不保事項 – 第2部分不承保之事項

1. 本公司不會賠償以下損失或損害：

- a) 由以下人士在合法處於閣下樓宇內時所作出之盜竊或惡意破壞所引致或造成之損失或損害：

- i) 閣下、閣下之家傭、閣下邀請之人士或寄宿者；
- ii) 閣下之租客、其邀請之人士或寄宿者；或
- iii) 任何經閣下明示或默示同意而行事之人士；

惟如該等損失或損害乃由任何其他人士（不論其是否合法進入樓宇）所造成，則屬保障範圍。

- b) 因風暴、颱風或雨水引致之擋土牆損失或損害；

- c) 因以下原因所引致：

- i) 蛀蟲、白蟻或其他昆蟲、害獸、老鼠、鼠類、鏽蝕或氧化、霉菌、黴菌、污染或污染物、濕腐或乾腐、腐蝕、逐漸腐蝕或變質、褪色、空氣潮濕或溫度變化、蒸發、疾病、內在缺陷或潛在缺陷、重量減少、質地或表面變化，或鳥類或動物之啄食、咬噬或抓損；
- ii) 損耗及磨損、褪色、混凝土或磚石病變、逐步形成之缺陷或逐漸惡化；或
- iii) 缺乏保養或未有將樓宇維持於合理良好之狀態；

惟如上述原因直接導致可根據第2部分索償之其他事故（例如火災或玻璃破裂）所引致之損失或損害，則屬保障範圍。

- d) 因未有修正閣下已知悉或理應合理知悉之樓宇缺陷、錯誤或遺漏所引致；

- e) 因過度上鏈、機械故障或失靈、電力故障或失靈，或由電流引致之故障所造成；

惟如損失或損害因以下原因引致，則屬保障範圍：

- i) 雷擊；

- ii) 經供應機構確認之電力突升；或

- iii) 因上述情況引致之火災損害；

- f) 因震動、土地或樓宇支撐之移除、削弱或受干擾，或侵蝕或地面變動所引致；

惟如損失或損害因以下原因引致，則屬保障範圍：

- i) 地震或地震學擾動、水浸、海嘯、風暴潮、爆炸、飛機碰撞；或
- ii) 水缸、喉管、渠管、天溝或其他輸送水或液體之裝置爆裂、滲漏或溢出；

- g) 因地下（水壓）水所引致；

惟如損失或損害因水缸、喉管或渠管爆裂、滲漏或溢出所引致，則屬保障範圍；

- h) 因樹木或植物根部入侵所引致之損失或損害，或清理因該等入侵而阻塞之渠管或排水系統之費用；

惟如該等阻塞導致水或液體損害，則該等損害屬保障範圍；

- i) 因泳池或水療池移動，或該等設施或其周邊之磁磚意外破裂、缺角或鬆動所引致；

- j) 因工業運作所產生之煙灰或煙霧所引致；

- k) 因以下原因所引致：

- i) 過去五年內新建結構之沉降或新填土地之沉降；或

- ii) 固定地板之移動（除非樓宇外牆同時遭受損失或損害）；

- l) 因樓宇、地基/基腳、牆身、橋樑、道路、路緣、車道、小徑、花園邊界及其他結構性改善工程之正常沉降、蠕動、隆起、滲漏、收縮或膨脹所引致；

- m) 泳池、水療池或水缸內之水的損失或損害；

- n) 於安裝或拆卸過程中被發現存在缺陷之玻璃，或根據佔用協議須由其他人士投保之玻璃之損失或損害；

- o) 地氈及其他地面覆蓋物因污漬、褪色或磨損所引致之損失或損害；

惟如該損失或損害直接由可根據**第2部分**索償之其他事故所引致，則屬保障範圍；

- p) 鍋爐（家用鍋爐除外）、省煤器或壓力容器及其內容物因爆炸所引致之損失或損害；
- q) 如樓宇空置且正在進行拆卸工程，而於拆卸工程開始前未取得本公司書面同意繼續提供保障；
- r) 因建築工程、建造、改動或加建而直接引致之損失或損害，而該等工程之價值超過 100,000 港元，且於工程開始前未取得本公司書面同意繼續提供保障；
- s) 因閣下或任何代表閣下行事人士未有遵守任何合法規定，或因樓宇位置不當而導致公共或法定機構下令進行清拆所引致；
- t) 修復不良或有缺陷物料或工藝之費用；
- u) 因間接損失、使用損失或折舊所引致之損失或損害（除非本**第2部分**另有明確規定）；
- v) 清理阻塞渠管或排水系統之費用；惟如該等阻塞導致水或液體溢流而對樓宇造成損害，則該等損害屬保障範圍。

第3部分 – 第三者責任

如閣下因與以下情況有關之事故而須依法承擔賠償責任（包括原告之法律費用），本公司將按保單承保表所列之責任限額作出賠償。

1. 當**第1部分**保障閣下之家居財物時：

- a) 因擁有閣下之家居財物所產生之責任；
- b) 因佔用閣下樓宇所產生之責任；
- c) 閣下於世界任何地方產生之個人責任，但須受香港司法管轄權規限；或
- d) 閣下就業主於樓宇內留置供閣下使用之任何財物、固定裝置或可搬移物品而對業主所承擔之責任。

2. 當**第2部分**保障閣下之樓宇時：

- a) 因擁有閣下樓宇所產生之責任。

擴展保障

- i) 橋樑、道路、路緣、行人道及設施：就閣下於承保地點擁有之橋樑、道路、路緣、行人道，以及地下或架空設施所引致之責任。
- ii) 體育及康樂設施出租：就閣下出租體育或康樂設施（包括但不限於網球場或游泳池）所引致之責任。

下述第3至第4項保障：為保額以外之額外保障

3. 抗辯費用

除上述**第1**及**第2**項責任限額外，我們亦將支付：

- a) 本公司所產生之一切法律費用及開支；
- b) 就任何可能屬**第3部分**賠償申索之死亡事件所進行之死因裁判調查或研訊中，在獲本公司書面同意下，閣下必須合理支付之法律代表費用；
- c) 經本公司同意補償之其他合理開支；及
- d) 於法院就閣下作出判決後所累計之利息，直至本公司就該判決責任應付之款項已支付、提存或存入法院為止。

4. 出庭補償

如本公司要求閣下以證人身份就**第3部分**之索償出庭作證，我們將按每日500港元之標準向閣下支付補償。

不保事項 – 第3部分不承保之事項

本公司不會就以下任何索償作出賠償：

- a) 涉及任何僱員於受僱於閣下期間或因其受僱而引致之人身傷害之責任；
- b) 根據閣下樓宇所在地適用之任何僱員補償、意外補償或類似法例所產生之責任；
- c)
 - i) 屬於閣下擁有、租用或租賃，或由閣下實際或法律上控制之財產之損壞（除本**第3部分**另有明確規定者外）；及
 - ii) 屬於根據倘適用之僱員補償、意外補償或類似法例被視為僱員之人士所擁有之財產之損壞；

- d) 因閣下提供或未能提供專業意見，或與此有關之任何錯誤或遺漏所引致；
- e) 因發表或傳述誹謗、誹謗性陳述或中傷性言論所引致：
- i) 該等行為發生於**第3部分**生效前；或
 - ii) 該等行為由閣下或按閣下指示作出，且閣下明知其內容有誤；
- f) 因閣下擁有、管有或使用任何車輛、船隻、氣墊船、飛機或飛機起降場地所引致（除本第3部分另有明確規定者外）；
- g) 因擁有碼頭、船塢、棧橋、碼頭設施、浮橋或類似設施（不論固定或浮動）所引致，而該等設施用作商業用途或提供燃料分配設施，除非另經本公司書面同意；
- h) 因建造、豎設、拆卸、改動或加建樓宇所引致，而該等工程之費用超過100,000港元，且未於工程開始前通知本公司並取得書面同意；
- i) 因震動或因移除、削弱或干擾土地、樓宇或任何其他財產之支撐所引致；
- j) 根據任何協議條款所產生之責任，除非在沒有該等協議之情況下，該責任本應由閣下承擔；
- 惟本不保事項不適用於閣下根據任何不動產或動產租賃或合約所承擔之責任；
- k) 因污染物排放、散布、釋放或逸出至任何財產、土地、大氣、水道或水體而引致或產生之責任；
- 惟如該等排放、散布、釋放或逸出屬突發、可識別、非預期及非故意，且於保險期內於特定時間及地點整體發生，則本不保事項不適用；
- l) 因防止、清除、中和或處理任何污染或污染物所產生之費用；
- 惟本不保事項不適用於僅因突發、可識別、非預期及非故意之事故（且該事故於保險期內於特定時間及地點整體發生）後所產生之清理、移除或中和費用；
- m) 任何罰款或罰金，或懲罰性、加重性、示範性或額外損害賠償（包括利息及費用）；
- n) 於中華人民共和國香港特別行政區以外提出或展開之、並受外國法律管轄之索償或法律行動；

- o) 因或直接或間接由石棉之實際或被指稱之使用或存在所引致，或以任何形式或數量涉及石棉或含石棉物料而產生之人身傷害或財產損害責任，以及由此引致之任何間接損失；
- p) 因或源於從事或參與以下活動所引致：
- i) 任何形式之汽車競賽或競技；
 - ii) 以專業身份從事任何體育活動，而閣下因該等活動可獲得收入或報酬；或
 - iii) 參與任何極限運動或高風險體育活動。

第4部分 – 個人意外

如閣下於承保地點之樓宇內，因火災、爆竊者、盜竊者或其他非法進入之人士直接及唯一導致身體受傷，並引致下列任何受保事件，本公司將按本條款所列作出賠償：

受保事件

1. 身故；
2. 喪失一隻或雙眼全部視力且無法復原；
3. 一隻或雙手或腳之全部及永久喪失功能；
4. 全身癱瘓。

賠償

我們將支付最高：

- a) 年齡介乎 16 至 65 歲之任何人士100,000 港元；及
- b) 年齡介乎 3 至 15 歲之任何兒童 20,000 港元，

惟於任何一個保險期內，本公司就同一人士或兒童須支付之總賠償金額不得超過上述限額。

如保單承保表已選擇並列明附加保障，本**第4部分**之最高賠償金額將提高至保單承保表所指明之提升限額。

不保事項 – 第4部分不承保之事項

本公司不會就以下情況作出賠償：

- a) 就同一期間內第二起或更多上述受保事件作出賠償；
- b) 因以下原因所引致之索償：

- i) 疾病、醫療狀況、既有缺陷或虛弱情況；
- ii) 蓄意自我傷害或自殺（不論是否屬刑事行為）或任何相關企圖；或
- iii) 完全或部分由分娩或懷孕所引致，即使流產或分娩因該身體傷害而被加速或誘發亦然；

- c) 除非該身體受傷之結果於受傷後十二(12)個月內顯現。

特別條款

- 1. 閣下須自費提供本公司所要求之任何證明文件、資料及證據，而其形式及性質須符合本公司之規定；
- 2. 如保單承保表列有自付額，閣下須就每一宗因該事故或其後果所引致之損失支付或分擔該指明金額。

7. 一般條款

除另有說明外，適用於所有部分

本保單所載或經批註加入之所有條款、除外事項及條件，均構成本保單之一部分，並視為本公司承擔任何責任之先決條件，凡涉及由閣下須履行之事項，均須予以遵守。

1. 仲裁

任何因本保單所引起或與其有關之爭議、爭論、分歧或索償，包括其存在性、有效性、解釋、履行、違反或終止，或任何與其有關之非合約性責任之爭議，均須提交香港國際仲裁中心（HKIAC）按提交仲裁通知時生效之《香港國際仲裁中心機構仲裁規則》進行仲裁並作最終解決。

本仲裁條款適用之法律為香港法律。仲裁地為香港。仲裁員人數為一名。仲裁程序須以英語進行。

如本公司就任何索償向閣下作出不承認責任之聲明，而該索償未於該聲明日期起計九十（90）日內按本條款提交仲裁，則該索償將被視為已放棄，並不再可於本保單下追討。

2. 風險變更

閣下須在合理可行範圍內盡快以書面通知本公司任何可能影響本保險之情況變更，包括但不限於：

- a) 住所用途身份之變更（例如閣下為業主自住、租客或業主出租人之身份變更）；

- b) 閣下永久搬離該住所而不再於該住所居住；或
- c) 任何可能增加損失、損害或法律責任發生可能性之情況變更。

本公司保留權利根據上述住所用途身份之變更，調整保費及/或修訂本保單之條款及條件。

3. 自付額之支付

閣下必須支付或分擔保單承保表所列之任何自付額。自付額可於索償提出時向閣下收取，或由本公司於賠償金額中扣除。

如就同一事故引致之任何索償在本保單下須支付多於一項自付額，該等自付額將不會合併計算，而以當中最高之一項自付額為適用。

4. 共同受保人及利害關係人

- a) 如保單承保表上列有多於一名受保人，本公司將視每一方為獨立及不同之個別人士。「閣下」之用語在本保單中將適用於各方，猶如已分別向各方簽發獨立保單一樣；及
- b) 如任何其他人士或實體對閣下之樓宇或家居財物具有合法可保利益，且該等利益已於閣下之紀錄中適當記錄，則在發生損失或損害時（並向本公司全面披露該等利益之情況下），本公司將視該等人士或實體為第三方受益人（毋須另行通知或特別列明）。

惟就上述第(a)及(b)項而言，本公司於任何一宗事故下之保額或其他保單限額之責任不會因此而增加。任何該等受保人或第三方受益人之一方所作出之行為、違反或未有遵守本保單條款及條件之情況：

- a) 不得損害其他受保人或第三方受益人之權利及權益；惟其他受保人或第三方受益人於知悉任何上述行為、違反或未有遵守而導致損失、損害或責任風險增加時，須於合理時間內以書面通知本公司。

5. 按揭權人條款

如保單承保表列明任何其他利害關係人，本保單下之任何損失賠償將按其權益比例支付予該等人士。

茲同意，在發生損失或損害時，保險人將按該等人士之權益比例向其作出賠償，而就該等人士之利益而言，本保險不會因樓宇按揭人或業主之任何行為或疏忽，或因在未經該等人士知情下於任何受保樓宇

內或其上所作而增加風險之行為而失效；惟該等人士須於知悉任何所有權變更或本保險未允許之風險變更或增加時，盡快通知保險人，並須按來自該風險增加之時起向保險人繳付相應之額外保費。

另同意，如保險人根據本保單向該等人士支付任何損失或損害賠償，而保險人主張就按揭人或業主而言並無任何責任時，保險人將即時依法取得該等人士在該等付款範圍內之一切權利，而該等人士須作出及簽立一切必要或合理要求之進一步行為、契據、轉讓、轉授文件或其他事項，以使該等代位權得以全面生效；惟該等代位權不得損害該等人士追討其全部索償金額之權利。

惟在保險人與樓宇按揭人或業主之關係上，本條款之任何規定均不得被視為放棄、影響或減損保險人對該按揭人或業主所享有之任何權利，該等權利將繼續完全有效。

保險人保留根據本保單條款隨時取消本保單之權利；惟在該情況下，本保單將於向上述利害關係人發出取消通知後繼續對其利益有效十（10）日，其後即告終止，而保險人亦有權以相同方式進一步終止本保單。

6. 無索償折扣

如閣下於當前保險期內未有提出任何索償，本公司將按以下比例於下一保險期之保費提供折扣。

無索償年期	折扣
一年	5%
連續兩年	10%
連續三年	15%
連續四年或以上	20%

然而，如於當前保險期內發生索償，而閣下於下一保險期之保費及其他條款已計算並通知閣下之後方通知本公司，本公司保留發出修訂之續保保單承保表之權利，並按調整後之應付保費（不包括無索償折扣）計算。

本第6條規定不適用於第4部分。

7. 其他保險

如於任何本保單承保之損失或損害發生時，就該等損失或損害或其任何部分已有其他有效保險存在，本公司之責任僅限於按比例分擔該等損失或損害之應付部分，而不會支付或分擔超出其按比例應承擔之金額。

如於上述時間內，就任何該等財產尚有其他有效保險並受平均條款之約束，則本保單對該等財產之保障亦須同樣受該等平均條款之約束。

8. 保單取消

閣下可隨時取消本保單，於此情況下，本公司將按實際承保期間按比例保留保費，惟最低保留金額為500港元。

如閣下已提出或有權提出索償，則上述權利不適用。

- 如家居財物或樓宇出現全損或損害，而本公司已支付全部保額，則第1部分或第2部分之保障即告終止。閣下如重新購置家居財物或重建樓宇，須另行投保並繳付相應保費。
- 閣下須準時繳付保費。如未能於到期日前繳付，閣下可能失去保障，而保單可能被取消。如付款遭拒付，則可能不獲保障且保單可能被取消。本公司將以書面通知有關取消。
- 本公司可透過掛號郵遞寄往閣下最後已知地址，向閣下發出十五（15）日通知取消任何部分之保障。在該情況下，閣下有權就未屆滿期間按比例獲退還保費。郵寄證明即為已通知之充分證據。
- 如本公司已就任何部分作出賠償，該部分將被視為已履行，而任何已繳付保費將不獲退還。

此外，在法律允許範圍內，如閣下有以下情況，本公司可取消保單或拒絕支付或減少賠償金額：

- 未有遵守本保單所載之保障條件；或
- 提出虛假索償。

在釐定保費時，本公司會考慮多項因素，包括：

- 所需保障及保額；
- 樓宇地址；
- 閣下之保險紀錄；及
- 樓宇之保安設施。

閣下申請本保險時，將獲通知保費金額。如閣下選擇投保，相關金額將列載於保單承保表內。

9. 保額回復

當本公司就某項索償承認責任後，閣下之保額及/或其他限額將按各部分及項目保障限額自動回復至損失發生前之金額。惟如該次索償已完全用盡該部分之保額，則該部分之保額將不予回復。

本公司可酌情按索償金額及保單未屆滿期間收取額外保費。

本條款不適用於：

- a) 本公司賠償全損或推定全損時；
- b) 本公司已支付全部保額時；
- c) 第1部分之第5、6及10項保障；及
- d) 第4部分。

10. 第三者權利

任何並非本保單一方之人士，均無權根據《合約（第三者權利）條例》（第623章）或任何其他適用法律執行本保單之任何條款。

11. 制裁條款

如提供保障、支付索償或給付利益將使本公司或QBE集團任何成員違反聯合國決議、澳洲自主制裁，或任何國家之貿易或經濟制裁法律、法規或限制，本公司概不提供該等保障，亦不承擔任何賠償責任或作出任何給付。

12. 空置

如閣下之樓宇連續超過九十(90)日無人居住，而未取得本公司書面同意承保該等空置情況，本公司將不會賠償該期間內之任何損失或損害。

該連續九十(90)日之期間，將自樓宇最後有人居住之時間起計，不論保單之生效或續保日期。

為符合「有人居住」之定義，樓宇須最少連續兩(2)日有人居住及過夜，並具備合理之設施以供作為永久住宅使用。

13. 注意事項

閣下之所有家庭成員須採取一切合理措施，以防止或減少損失、損害或意外，並維持受保財產處於良好及妥善之狀況，包括：

- a) 採取一切合理謹慎措施，以保持閣下之住所、所有家居財物及於住所內使用之物品處於良好狀況；
- b) 採取合理措施以保障受保財產，或防止意外發生及減少損失、損害或法律責任；
- c) 採取一切合理預防措施以防止人身傷害及財產損害；及
- d) 遵守任何公共機構就人身或財產安全所訂立之法定責任、附例或規例。

14. 索償通知

當閣下發現任何可能導致索償之事項時，必須盡快採取以下行動：

- a) 採取一切合理措施以減低損失或損害，並防止進一步損失或損害；
- b) 如涉及盜竊、惡意破壞、蓄意損毀或金錢或財產被挪用，須立即通知警方；
- c) 於事故發生後三十(30)日內，透過Mox應用程式，盡快向本公司提交所有事故詳情；
- d) 提供事故詳情，以及本公司要求之所有信函、文件、估值、收據或擁有權證明；除非本公司另有書面同意，否則須於引致該索償之事故發生後十二(12)個月內提交所有索償證明文件；
- e) 遵守本保單之所有規定，並就索償及任何相關程序向本公司提供合理所需之資料及協助，並須允許本公司查閱所有合理所需之文件，以確定閣下之家居財物或樓宇之維修記錄；
- f) 如本公司要求，提供經宣誓之書面陳述；
- g) 如本公司要求，就索償情況接受面談；
- h) 允許本公司檢查家居財物及/或樓宇，並可接管任何受損物品以作合理處理；及
- i) 盡快向本公司提供任何就索償事項或因事故而引發之檢控、死因研訊或其他官方調查所收到之通知或通訊。

閣下不得：

- a) 承認有罪或過失（涉及與執法機關或監管機構之往來時除外）；

- b) 就任何可能引致他人向閣下提出索償之事故承認或否認責任。當本公司根據本保單接納索償時，本公司有權酌情以閣下名義行使一切與該索償有關之法律權利，並全面控制索償之管理、處理或和解，包括任何本公司認為必要之追償或抗辯；
- c) 提出或協商支付任何索償；
- d) 未經本公司事先同意處置任何受損物品；及
- e) 在未獲本公司授權前（除必要之臨時維修外）進行修理，惟須受本公司選擇維修商或供應商之權利所規限。

15. 舉證責任及損失證明

閣下須按相對可能性之標準承擔舉證責任，以證明：

- a) 損失或損害已於保險期內發生；
- b) 該損失或損害乃由受保事故引致；及
- c) 該損失或損害並不受本保單任何條款、條件、限制或不保事項所排除。

如本公司依賴任何不保事項、限制或先決條件，則除非本保單另有明確規定，否則本公司須負責證明該等不保事項、限制或條件適用。

閣下須自行承擔費用，提供本公司合理要求之資料、文件及證據，以證明任何索償之擁有權、有效性、成因及金額。

如未能提供充分證明，索償可能被拒絕，或按本公司因此所受之不利影響程度予以減少。

16. 虛假或誤導性資料

如閣下於任何與索償有關之陳述中未有誠實或如實披露，或任何索償在任何方面屬欺詐或虛假，本公司可拒絕支付全部或部分索償。本公司亦可就任何懷疑之欺詐行為向警方報案作進一步調查。

17. 殘值

本公司有權取得所有追回物品及已更換之受損物品之任何殘值。

18. 分擔

如本保單所涵蓋之索償亦受其他保險保障，本公司可行使其權利，向其他保險公司追討其應分擔之部分。

8. 一般不保事項 適用於所有部分

本公司不會就任何因下列直接或間接引致、起因於或與之有關之損失、損害、保障利益、法律責任、賠償，或任何形式之損失或損害、費用、收費或開支作出賠償：

1. 恐怖主義行為

任何恐怖主義行為，如該行為：

- a) 直接或間接受生物、化學或核武器、污染或污染物所引致或與其有關；或因防止、控制、抑制、報復或回應恐怖主義行為之任何行動而直接或間接引致或與其有關。

2. 石棉

任何直接或間接因石棉（不論其形式或數量）所引致、產生、加劇或與之有關之索償。

3. 電子資料

- a) 電子資料之全部或部分之毀壞、扭曲、消除、損壞、變更、誤解或不當挪用；
- b) 建立、修改、輸入、刪除或使用電子資料時之錯誤；
- c) 全部或部分未能或無法接收、傳送、存取或使用電子資料（不論於任何時間或完全無法）；或
- d) 電腦病毒。

惟如電子資料之損失乃由火災、雷擊、爆炸、內爆、地震、地底火災、火山爆發、撞擊、飛機或空中裝置及/或其墜落物件、超音速震波、因盜竊而導致電腦或相關設備被盜、玻璃破裂、暴動或民眾騷亂、勞資糾紛（未構成起義）、風暴、雨水，以及由任何裝置、設備或喉管排出、溢出或滲漏之水或其他液體所引致，則仍屬保障範圍。

4. 保養不足/設計或物料缺陷

由滲漏所引致之損失或損害，如直接因保養不足、設計缺陷、施工缺陷或使用缺陷物料所引致。

5. 蓄意損毀

由閣下或任何經閣下明示或默示同意之人士所造成或產生之蓄意損壞、責任或遺漏，除非該行為乃為防止或消除對樓宇、家居財物或人身之危險。

6. 核風險

因以下原因所產生之電離輻射或放射性污染：

- a) 核燃料或核廢料；
- b) 核燃料燃燒（包括任何自持核裂變過程）；或
- c) 核武器材料。

7. 網絡及數據風險

縱使本保單或任何批註另有規定，本保單不承保：

- a) 任何網絡損失；
- b) 任何直接或間接因數據之使用喪失、功能減少、修復、更換、復原或重建所引致之損失、損害、責任、索償、費用或開支，包括任何與該等數據價值有關之金額，亦不論是否有其他原因或事故同時或按任何順序共同影響。

8. 戰爭

戰爭或類似戰爭行動，包括入侵、外敵行為、敵對行動（不論是否宣戰）、內戰、叛亂、革命、起義、軍事或民眾暴動、軍事或僭權統治、戒嚴、以及隨之發生之掠奪、洗劫或徵用。

9. 合法扣押

對閣下樓宇之合法扣押、拘留、沒收、國有化或徵用。

10. 無法解釋或神秘遺失

任何因無法解釋或神秘遺失所引致之損失或損害。

11. 間接損失

任何並非直接由受保事故引致之損失或損害。

12. 未經批准之樓宇或工程

因任何未經批准之構築物，或於樓宇內或其上進行未經批准之建造、拆卸、維修、安裝或改善工程所引致之損害。就本條款而言，「未經批准之構築物」及「未經批准之建築工程」之定義，將按照香港法例《樓宇條例》（第123章）詮釋。

13. 地面移動及斜坡位移

因任何天然斜坡或地形之移動、失效、倒塌、沉降、侵蝕或任何形式之位移（不論屬逐漸或突然，亦不論由自然或人為因素引致）所造成之損害。

9. 其他重要信息

擁有權及價值證明

閣下應妥善保存收據、發票或其他可證明財產擁有權及價值之文件。倘需提出索償，該等文件將用作證明財產之擁有權及價值。

責任限額

除非保單承保表另有指明，否則本保單下保險人之責任，於各部分均不得超過其相應之保額。

過往索償披露

閣下須於合理可行範圍內盡快以書面通知本公司任何可能影響本保險之情況變更，包括但不限於：

- a) 住所用途身份之變更（例如業主自住、租客或業主出租人）；
- b) 閣下永久搬離住所而不再居住於該住所；或
- c) 任何可能增加損失、損害或法律責任發生可能性之情況變更。

本公司保留權利根據住所用途身份之變更調整保費及/或修訂本保單之條款及條件。

24 小時家居支援服務

閣下可透過本公司委任之服務供應商，享用其所提供之全球緊急支援網絡之以下免費轉介服務：

- a) 於家居電器發生故障時，安排註冊電工提供即時維修；
- b) 於供水系統出現阻塞、爆裂或溢流時，安排持牌水喉匠提供即時維修；
- c) 如閣下意外被鎖於門外，安排鎖匠協助開門；
- d) 安排註冊醫生上門診症或預約牙科診療服務。

如閣下選擇使用上述服務，所產生之一切費用均須由閣下自行承擔，並由閣下自行決定。本公司對因使用該等服務而引致之任何損失或損害概不負責。

相關聯絡電話可 Mox 應用程式或本公司官方網站 <https://www.qbe.com/hk/zh-hk/personal-insurance> 內查閱。閣下應致電本公司委任之服務供應商熱線，並提供以下資料：

- a) 閣下之姓名、保單號碼及住所地址；
- b) 可聯絡閣下或其代表之電話號碼；及
- c) 有關情況之簡要說明及所需協助之性質。

10. 個人資料收集聲明

關於 [昆士蘭聯保保險有限公司] (“昆士蘭保險”) 收集之個人資料，本人/我等同意並承認：

- a) 索取之個人資料對於昆士蘭保險處理本人/我等之保險或索償申請乃屬於必需。若未提供此類資料，可能導致無法處理此項申請或索償。
- b) 昆士蘭保險可以將此表格所收集的個人資料用於其網頁 <https://www.qbe.com/hk/zh-hk/privacy-policy> 所載私隱政策當中表明之目的，其中包括承保和管理本人/我等正在申請之保險（包括獲得再保險、承保續期、理賠、調查、付款、代位索償以及各種相關目的）。
- c) 昆士蘭保險可為以上 (b) 項指明之目的，將個人資料轉交以下無論是在香港還是在海外之各類人士：
 - i) 提供與本人/我等的保險（包括再保險）之管理有關的服務的第三方；
 - ii) 為處理此項申請並獲得保單付款，將個人資料轉交金融機構；

iii) 在發生索償時，將個人資料轉交有關的損失理算師、評估師、第三方管理人員、緊急服務提供者、法律服務提供者、零售商、醫療服務提供者和旅行社；

iv) 昆士蘭保險集團不論位於任何國家或地區的另一成員（為以上 (b) 項所述各種目的而提供該個人資料）；

v) 為昆士蘭保險私隱政策所指的各種目的，將個人資料提供予該私隱政策提及的其他人士。

d) 本人/我等可以查閱或要求更正自己的個人資料（在這兩種情況下均需支付一筆合理費用）。提出有關要求，可經電郵或郵遞方式向以下地址發信：

昆士蘭聯保保險有限公司

地址：香港鰂魚涌英皇道979號

太古坊濠豐大廈33樓

電郵：info.hk@qbe.com.hk

e) 若本人/我等乃代表另一人士向昆士蘭保險提供個人資料，本人/我等已徵得該人士表示同意根據以上 (a)、(b)、(c) 款將其個人資料發放給昆士蘭保險。

f) 若本文件之中、英文版之間意義有分歧，應以英文版為準。

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