

# Home Plus Protection Package Insurance Policy

## 家居綜合保險



### QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

A member of the worldwide QBE Insurance Group

33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓  
www.qbe.com/hk

Claims 理賠  
Hotline 熱線  
Fax 傳真  
Email 電郵

852 2877 8608  
852 3607 0530  
qbehksiclaims@qbe.com

## Contents

### Important information

Insurer	2
What You should read	2
Summary of cover, significant benefits and risks	2
What You are covered for / not covered for	2
Other important information	3
Monetary limits on cover	3
Review Your sums insured regularly	3
Payment of excesses	3
Applying for cover	3
The cost of this insurance	3
Money back guarantee	3
How to make a claim	3
24-hour home assistance service	3

### Policy Wording

What makes up the policy	4
Payment of premium	4
You must disclose all previous claims	4
Claims procedures	4
Cancelling Your Policy	5
General conditions	5
General exclusions	6
General definitions	7

### Section 1 – Home Contents

What We cover	9
Exclusions – what We do not cover under Section 1	11
Claims – basis of settlement	12

### Section 2 – Buildings

What We cover	12
Exclusions – what We do not cover under Section 2	13
Claims – basis of settlement	14
Special conditions	15

### Section 3 – Liability to others

What We cover	15
Automatic extensions	15
Exclusions – what We do not cover under Section 3	15
Special conditions	16
Specific definitions	16

### Section 4 – Personal valuables

What We cover	16
Exclusions – what We do not cover under Section 4	16
Claims – basis of settlement	16
Specific definitions	17

### Section 5 – Personal accident

What We cover	17
Exclusions – what We do not cover under Section 5	17
Special conditions	17

### Section 6 – Employer's liability

What We cover	17
Special provisions	17
Limit of Indemnity	17
Special condition	18
Specific definitions	18

### Personal Information Collection Statement

19

## IMPORTANT INFORMATION

We take this opportunity to recommend that You thoroughly examine this document which sets out the limitations and benefits of the insurance and Your rights and obligations under it.

Please store it in a safe place.

### Insurer

QBE Hongkong & Shanghai Insurance Limited welcomes You as a policyholder.

Should You have any query, please contact Your registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with Your intentions.

### What You should read

You should carefully read:

- the Policy Wording that commences on page 4. It tells You about:
  - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
  - important definitions that set out what We mean by certain words;
  - the cover We provide under each Section;
  - what Excesses You may have to pay (see 'Payment of Excesses' below);
  - when You are not insured (see General exclusions and other exclusions under Sections 1 to 5);
  - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims - basis of settlement" in **Section 1**, **Section 2** and **Section 4**;
  - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- any Schedule (see definition under Definitions in the Policy Wording) 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.

### Summary of cover, significant benefits and risks

The Policy includes separate Sections which allow You to select covers subject to Us agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details limits, terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

You should also note that under Sections 1, 2, 4 and 6 cover for some Events is not provided when You have leased Your Building to a Tenant. Please refer to these Sections in the Policy Wording for full details.

### What You are covered for / not covered for

#### Section 1 – Home Contents

When You occupy Your Building as an owner-occupier or occupier, Section 1 covers Loss or Damage to Your Home Contents which occurs during the Period of Insurance and includes additional covers, for example:

- Theft of credit cards;
- burn out of electric motors;
- cost of Emergency and Temporary Accommodation following an Insured Event.

You are not covered for the following Events:

- damage caused by domestic animals owned by You or are in Your care custody and control.
- damage to carpets and other floor coverings resulting from staining, fading or fraying.
- damage 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.

#### Section 2 – Building

Section 2 covers Loss or Damage to Your Building which occurs during the Period of Insurance and includes additional covers, for example:

- architects and professional fees, removal of debris;
- building alterations, additions or renovations;
- loss of Rent following an Insured Event.

You are not covered for the following Events:

- damage caused by any process involving the application of heat being applied directly to any part of Your Building;
- damage caused by explosion of boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents;
- damage 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.

#### Section 3 – Liability to others

Your legal liability to others is covered:

- as a Building owner;
- as a home occupier; and
- Your personal legal liability;

for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

#### Section 4 – Personal valuables

This Section covers unspecified or specified personal property such as jewellery, watches, and sporting equipment against Loss or Damage happening anywhere in the world.

#### Section 5 – Personal accident

Section 5 provides compensation for accidental death or loss of eyes, hands or feet.

#### Section 6 – Employer's liability

Section 6 covers Your liability if Your domestic employee sustains bodily Injury or death by Accident or Disease.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

## Other important information

Some other important things to remember are:

- 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.
- When Your Home Contents or Building is a total loss 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 dishonoured You may not have cover and Your Policy may be cancelled. We will give You written notice of cancellation.

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;
- make a fraudulent claim.

## Monetary limits on cover

We can insure You up to the amounts of the Sum Insured, Limits of Liability or other specified limits for each of the Sections. Some of these limits are specified on the Schedule and others are shown in the Policy Wording.

## Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Home Contents or Building at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Home Contents or Building is insured for the correct amount, You should seek professional advice.

## Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay each time You make a claim under this insurance. The Excesses that are applicable are shown on the Schedule.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

## Applying for cover

When You apply for cover under the Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured, other monetary limits and Situation of Your Home Contents and/or Building;
- Excess(es) applicable;
- Premium payable.

## The cost of this insurance

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;
- 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.

## Money back guarantee

You have fifteen (15) days after affecting the Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium.

Your right under this Money Back Guarantee does not apply if You have made or are entitled to make a claim.

## How to make a claim

You should contact Us as soon as possible to advise of any incident that could lead to a claim.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

## When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us to inspect Your Home Contents or Building and take possession of any damaged item;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police immediately following Theft, vandalism, malicious damage or misappropriation of money or property;
- not dispose of any damaged items without first obtaining approval from Us; and
- not get repairs done, except for essential temporary repairs, until We give You authority and subject to Our right to choose the repairer or supplier.

Please refer to "Claims procedures" in the Policy Wording which sets out claims information and what You must do if making a claim.

## 24-hour home assistance services

Inter Partner Assistance Hong Kong Limited (hereinafter referred to as "IPA") provide the following free referral services:

- a registered electrician to effect immediate repair in case of malfunction of any electrical home appliance at Your home;
- a licensed plumber to effect immediate repair in case of clogging bursting or overflowing of water supply system at Your home;
- a locksmith to effect immediate access in case You are accidentally locked out of Your home;
- 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 arising from the use of such services.

You should call IPA's alarm center in Hong Kong on 2861 9249 and state:

- Your name, policy number and the address of Your home;
- the telephone number where IPA can reach You or Your representative; and
- a brief description of the situation and the nature of help required.

## POLICY WORDING

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

### What makes up the Policy?

The Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- sets out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in the Policy and You will find their meaning in Definitions.

### Payment of Premium

We will insure You as set out in the Policy and the Schedule provided We, or the intermediary through whom the Policy is effected, receive the Premium in full within thirty (30) days of the inception date of the Period of Insurance.

If the Premium is not paid and received within thirty (30) days the cover under the Policy will be terminated and cover will never have attached.

### You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

## Claims procedures

### 1. What You must do

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

- take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- inform the police immediately following Theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

### 2. What You must not do

Whatever the circumstances You must not:

- admit guilt or fault (except in court or to the Police);
- admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- offer or negotiate to pay a claim;
- dispose of any damaged items without first seeking Our approval.

### 3. How to make a claim

When You make a claim You must:

- promptly inform Us by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;
- provide details of what has occurred and when requested complete and return Our claim form promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- provide written statements under oath if We require it;
- be interviewed about the circumstances of the claim, if We require this;
- 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;
- 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.

### 4. Approval needed for repairs

You are not authorised to commence repairs without Our approval except for essential temporary repairs permitted under Event 1 (e) of **Section 1** and Event 1 (h) of **Section 2**.

### 5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Building or Home Contents that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

### 6. You must assist Us

Before We will pay anything under the Policy, You must:

- comply with all the requirements of the Policy;
- give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and
- allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of Your Home Contents or Building.

### 7. 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.

### 8. Claim administration and legal proceedings

When a claim is admitted under the Policy, We have the 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 defence that We may consider is necessary.

### 9. Salvage value

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

### 10. 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.

## Cancelling Your Policy

- (a) You have fifteen (15) days after affecting the Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium. Your rights thereunder do not apply if You have made or are entitled to make a claim.
- (b) You may cancel any Section at any time, in which case We will retain the Premium proportionate to the time on risk subject to a minimum retention of HK\$500 across all remaining Sections.
- (c) We may cancel any Section 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.
- (d) Where We have paid the total Sum Insured on a claim under any Section that Section of Your Policy is deemed to have been fulfilled and there is no refund of any Premium.

## General conditions – which apply to all Sections unless otherwise stated

### 1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Home Contents or Building are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

### 2. 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.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

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 only will apply.

### 3. Governing law and jurisdiction

The Policy is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and any dispute arising out of or relating to the Policy shall be determined exclusively by the courts of Hong Kong.

### 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;
- (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 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
- (b) 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 in so far 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 on demand shall 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 reserve the right to cancel this Policy at any time as provided by the terms thereof but in such case this Policy shall continue in force for the benefit only of the said party for 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 agreement.

### 6. Professional fees

We will pay up to HK\$5,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and/or **Section 2**.

### 7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount.

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, 9 and 12;
- (d) to **Section 4** - Event 1. (a) (ii);
- (e) to **Section 5**.

## 8. 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.

## 9. 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.

## 10. 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.

## 11. 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 11 does not apply to **Section 4**, **Section 5** and **Section 6**.

## General exclusions – what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, 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

- (b) 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, or
- (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 labour 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. 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.

### 5. 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.

### 6. 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.

### 7. Lawful seizure

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

## General definitions – the meaning of some words

The words listed below have been given a specific meaning in the Policy and these specific meanings apply when the words begin with a capital letter.

### 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; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (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.

### Building(s)

means a Building which is occupied primarily for residential purposes, including use as a home office or surgery 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) in-ground swimming pools and spas;
- (e) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
- (f) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (g) 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
- aircraft, caravans, trailers, Vehicles, hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens.

### 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'.

### Depreciation

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

### Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

### 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.

### Endorsement

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

### Erosion

means being worn or washed away by water, ice or wind.

### 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.

### 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.

### 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.

### Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

### Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

### 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 any one Loss and up to a maximum of HK\$2,500 in any one Period of Insurance;
- (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 any one collection in respect of stamp, medal or coin collections;
- (f) Office and Surgery equipment used by You in connection with a profession business or trade but only to an amount not exceeding HK\$10,000 in total;
- (g) tools, instruments, equipment and goods used to earn an income whilst at Your Situation and no other but only to an amount not exceeding HK\$2,000 in total;

- (h) accessories and/or spare parts for any Vehicle, Watercraft or aircraft whilst at Your Situation and no other but only to an amount not exceeding HK\$2,000 in total;
- (i) free standing swimming pools, saunas and spas and associated equipment;
- (j) 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, licence 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, including any improvements made to an existing fixture or structure;
- any Vehicle, Watercraft, or aircraft;
- fish, birds or animals of any description;
- trees, shrubs and other plant life (other than plants in any room or outbuilding).

### 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.

### Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have effected the value had damage not occurred.

### 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.

### Money

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

### Period of Insurance

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

### 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.

### 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.

### Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

### 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.

### 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.

### 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);
- (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.

### Situation

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

### Spoilage

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

### Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

### 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.

### 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.

### Temporary Accommodation

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

### Tenant/s

means any person authorised under the terms of a lease, rental or similar type agreement who occupies Your Building including any other co-inhabitant.

### Theft

means any Theft, burglary or housebreaking with or without forcible and violent means.

### Tsunami

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



### Valuables

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

### 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.

### 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.

### Wear, Tear

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

### We, Our, Us

means QBE Hongkong & Shanghai Insurance Limited.

### You, Your, Yours

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

## SECTION 1 – HOME CONTENTS

### What We cover

When You occupy Your Building as an owner-occupier, occupier or have leased it to a Tenant You are covered for Events that occur during the Period of Insurance.

1. 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 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:

- (a) caused by Storm, Rainwater or Flood;
- (b) to the following items:
  - mobile telephones;
  - computers (including portable computers), associated hardware and software;
  - money, cheques and other negotiable instruments.

### 3. Emergency storage of Home Contents

If Your Building is damaged by an Event covered by the Policy to such an extent You cannot live in it, 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.

### 4. Electric motors

We will pay up to the amount shown on the Schedule for the cost of repairing or replacing an electric motor forming part of Your Home Contents which has been burnt out by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- (i) motors under a guarantee or warranty or maintenance agreement;
- (ii) other parts of any electrical appliance nor for any software;
- (iii) lighting or heating elements, fuses, protective devices or switches;
- (iv) contact at which sparking or arcing occurs in ordinary working.

### Cover for Events 5 to 10 are:

- (a) included within the Sum Insured;
- (b) not operative when You have leased Your Building to a Tenant.

### 5. 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.

### 6. 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:

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

However We will not pay more than:

- (a) the amount shown on the Schedule for any one Loss; and
- (b) 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:

- (i) money, cheques or other negotiable instruments;
- (ii) Home Contents which are kept in furniture storage facilities;
- (iii) 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";
- (iv) Home Contents which have been permanently removed from the risk address.

#### **7. 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;
- (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 china, glass, earthenware or other items of a brittle nature;
- damage caused by scratching, denting, bruising or chipping; or
- loss or damage otherwise covered by another insurance policy.

#### **8. 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 and provide details of the new Situation to be insured within twenty-eight (28) days after You have moved to Your new Situation.

#### **9. Home Contents at your workplace**

We will pay up to the amount shown on the Schedule for any one Period of Insurance for Loss or Damage to Your Home Contents while they are at Your usual place of work.

#### **10. 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 11 to 21 are:**

- (a) included in addition to the Sum Insured;
- (b) not operative when You have leased Your Building to a Tenant.

#### **11. 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.

#### **12. 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.

#### **13. 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) \$2,500 for any one item; and
- (b) ten percent (10%) of Your Sum Insured on Home Contents for all items.

#### **14. Festive Season increase**

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

#### **15. 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**.

#### **16. 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.

#### **17. 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.

## 18. 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 unfit 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.

## 19. 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;
- (c) is humanely destroyed as a result of accidental death or Theft;

provided You are able to supply documented proof of ownership.

We will not pay if:

- (i) Your domestic pet is destroyed without Our consent unless immediate destruction 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;
- (iii) the death of Your domestic pet is due to breeding, sickness or disease.

## 20. 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;
- (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 of the power supply by You or anyone residing with You;
- (ii) a deliberate act of the power supply authority or company;
- (iii) a power strike.

## 21. Temporary accommodation

When You occupy Your Building as an owner-occupier or occupier and it is made unfit 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 time:
      - You reoccupy Your Building following 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.

- (b) by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

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

occurring at Your Situation

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

- (c) 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 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 first occurs.

- (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 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.

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

- (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;
- (ii) caused by Wear, 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) Fusion of electric motors as covered under Event 4 of **Section 1**;
- (ii) lightning;
- (iii) power surge when such Event is confirmed by the supply authority; or
- (iv) 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.

However We will pay if such damage is sudden or unforeseen.

- (g) caused by any process involving the application of heat being applied directly to any part of Your Home Contents.  
However We will pay if any other part of Your Home Contents is damaged or destroyed by fire.
- (h) caused by domestic animals owned by You or are in Your care custody and control.
- (i) 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 to glass ordinarily carried by hand;
  - 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.  
However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.
- (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.

## Claims – basis of settlement

### 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.

When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

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

#### Special conditions

- (a) All other insurances covering Your Home Contents shall be on a similar Replacement basis;
- (b) No payment shall be made beyond the amount which would have been payable on the basis of 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 blank media 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 media is not repaired, replaced or restored We will only pay the cost of the blank media.  
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

### 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 professional fees;
  - (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;

- (iii) 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;
- (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- (v) 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.  
We will not pay:
  - (i) if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;
  - (ii) unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced.
- (e) Loss or Damage caused by Flood, Tsunami 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 minimise insured Loss or Damage and avoid further losses.  
If such costs are likely to exceed \$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 to 7 are included 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) during the construction period pay up to the amount shown on the Schedule for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 2** provided:
  - 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) upon practical completion pay up to the amount shown on the Schedule for Loss or Damage to the completed works by an Event claimable under **Section 2** provided:
  - (i) You notify Us within sixty (60) days of the practical completion of such alterations, additions or renovations;
  - (ii) if requested pay any extra Premium We may require.

### 3. Electricity, gas, water and similar charges – excess costs

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

- (i) increased usage of metered electricity, gas, sewerage, oil and water;
- (ii) accidental discharge of metered electricity, gas, sewerage, oil and water;
- (iii) additional management charges;

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 – unauthorised 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, sewerage, oil and water You are legally required to pay following its unauthorised 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 unauthorised use immediately You 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 fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- (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 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 unfit to be occupied for its intended purpose:

- (i) 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:

- Your Building is relet following completion of rebuilding, repairs or replacement provided You demonstrate that all reasonable actions have been taken to obtain a new Tenant; 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.

- (ii) by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

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

occurring at Your Situation

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

- (iii) by the failure of electricity, gas, water or sewerage 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 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 first occurs.

- (iv) 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 or Rainwater.

- (c) caused by:

- (i) moths, termites or other insects, vermin, mice, rats, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, 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;
- (ii) Wear, Tear, fading, concrete or brick cancer, developing flaws, gradual deterioration or developing flaws;
- (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; and
- (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.  
However We will pay if such damage is sudden or unforeseen.
- (j) caused by any process involving the application of heat being applied directly to any part of Your Building.  
However We will pay if any other part of Your Building is damaged or destroyed by fire.
- (k) caused by:
- (i) the bedding down of new structures or settlement of newly made ground built within the past five years;
  - (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 caused by artificial heat, during installation or removal, that has a crack or imperfection, 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), economisers 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 HKD\$100,000 unless Our written consent to continue cover has been obtained before the commencement of such work.  
However We will pay for Loss or Damage that results from any other Event claimable under **Section 2**.

## 2. We will not pay for:

- (a) 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;
- (b) the cost of rectifying faulty or defective materials or faulty or defective workmanship;
- (c) consequential loss, loss of use or Depreciation other than as specifically provided under **Section 2**;
- (d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.

However We will pay for water or liquid damage to Your Building resulting from the overflow of such blocked pipes or drains.

## Claims – basis of settlement

### 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;
- (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 actually 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 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;
- (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 for the cost to:

- (i) rebuild or replace Your undamaged Building;
- (ii) rebuild, replace or repair illegal installations.

### 2. Undamaged part of Your Building, foundations and footings

If Your Building is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Building, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

### 3. Floor space ratio

If Your Building is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

#### 4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Building to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

### Special conditions

- Under Clauses 2, 3, and 4 of "Claims – basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 2** is not otherwise expended.

Any differences relating to values may by agreement between us be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. If we fail to agree upon the choice of arbitrators or umpires, the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre.

The arbitrators or umpires decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

- If at the time of any Loss or Damage the Sum Insured for **Section 2** is less than 75% of the cost which would have been incurred in Replacement if the whole of Your Building had been destroyed, the amount payable for any such claim shall be proportionately reduced.

### SECTION 3 – LIABILITY TO OTHERS – BUILDING OWNER AND/OR OCCUPIER

#### 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:

- When Your Home Contents are covered under **Section 1**:
  - 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.

##### Automatic extensions

- Garden equipment and unregistered vehicles arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the Hong Kong Special Administrative Region of the People's Republic of China.
- Watercraft arising from any non-powered Watercraft (not exceeding 3 metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if the Watercraft is or should have been insured under legislation of the Hong Kong Special Administrative Region of the People's Republic of China.

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

- The ownership of Your Building.

##### Automatic extensions

- Bridges, roadways, kerbing, footpaths, services arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

- 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.

#### 3. Cost of defending a claim

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

- all legal costs and expenses incurred by Us;
- 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**;
- other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- 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 \$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:

- In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
- In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Building is situated.
- In respect of:
  - 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**;
  - 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;
- Arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
- Arising out of the publication or utterance of a defamation, libel or slander:
  - made prior to the commencement of **Section 3**;
  - made by You or at Your direction when You knew it to be false.
- 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**.
- Arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
- 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.
- Arising from vibration or from the removal or weakening of or interference with the support of land or Your Building or any other property.
- 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.
- 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.

12. 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.
13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
14. 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.
15. 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.

## Special conditions

### 1. Adjoining Property Extension

**Section 3** is extended to include Your liability for any part of Your Building that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the ownership of Your Building.

We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

## Specific definitions

### 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.

### Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) 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.

### 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.

### 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.

## SECTION 4 – PERSONAL VALUABLES

Cover under **Section 4** is not operative when You have leased Your Building to a Tenant.

### What We cover

We will pay for Loss or Damage to:

1. Unspecified Personal Valuables; and
2. Specified Personal Valuables;

that occurs anywhere in the World during the Period of Insurance.

We will not pay more than:

- (a) as regards **1.**:
  - (i) the amount shown on the Schedule for any one item;
  - (ii) the amount shown on the Schedule in any one Period of Insurance.
- (b) as regards **2.**:  
the amount shown on the Schedule for each item or if lesser its intrinsic value.

### Exclusions – what We do not cover under Section 4

We will not pay for:

1. contact lenses, corneal caps or micro lenses;
2. Loss or Damage caused by overwinding of watches or clocks;
3. Loss resulting from detention, confiscation or destruction by Custom Officials or other authorities;
4. money of any kind, smart cards, phone cards, and negotiable instruments, medals, securities, stamps, coupons, travel tickets, documents, magazines or books of any description, patterns, moulds, plans, designs, or household furniture and domestic equipment;
5. property in the custody or control of any person who is engaged in or connected in any way with any form of professional entertaining;
6. depreciation or loss, damage or deterioration arising from or occasioned by:
  - (a) Wear and Tear;
  - (b) moth or vermin;
  - (c) any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected;
  - (d) mildew, atmospheric or climatic conditions.
7. mechanical failure or breakdown or electrical failure derangement or disturbance;
8. restoration of electronic records;
9. bicycles, guns or self contained underwater breathing apparatus;
10. other sporting and recreational equipment and sports clothing, whilst physically in use for the sporting function or in the course of play;
11. any Vehicle, Watercraft or Aircraft or any accessories, machinery gear or equipment from them.

### Claims – basis of settlement

At Our option We will either:

1. (a) repair or replace Your personal valuables to the same condition as when they were new; or  
(b) pay You the reasonable cost of repairing or replacing Your personal valuables to the same condition as when they were new.
2. If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.
3. If any part of a pair, set or collection is lost or damaged, We will not pay any more than the value of the part which is Lost or Damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.
4. We will not pay for damage to glass (other than lenses) or other brittle or fragile substances (other than jewellery) unless caused by fire or Theft.

## Specific definitions

### Unspecified Personal Valuables

means:

- (a) jewellery, watches
- (b) mobile phones, laptops, electronic tablets (e.g. iPads)
- (c) portable electronic and electrical items and their accessories
- (d) sporting, recreational or leisure goods and equipment
- (e) musical instruments, photographic and optical equipment
- (f) clothing and other personal belongings specifically designed and intended to be worn or carried in normal usage, including suitcases, bags and other receptacles in which the property is contained when travelling.

### Specified Personal Valuables

means those items detailed on the Schedule.

## SECTION 5 – PERSONAL ACCIDENT

### What We cover

We will pay the compensation detailed hereunder in the event of You sustaining bodily injury caused solely and directly by:

- (a) fire, burglars, thieves or other persons illegally in Your Building at Your Situation; and
- (b) which, independently of any other cause 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;
- (a) 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.

### Exclusions – What We do not cover under Section 5

We will not pay compensation

1. for more than one of Events 1 to 4 in respect of the same period of time;
2. in respect of claims arising out of:
  - (a) illness, medical disorder, pre-existing defect or infirmity;
  - (b) intentional self-injury or suicide (whether felonious or not), or any attempt thereat;
  - (c) 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.
3. unless the results of bodily injury manifests itself within twelve (12) months of sustaining such bodily injury.

### Special conditions

1. Any certificates, information and evidence 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 have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.
3. General Exclusion 1 does not apply to **Section 5**.

## SECTION 6 – EMPLOYER'S LIABILITY

Cover under **Section 6** is not operative when You have leased Your Building to a Tenant.

### What We cover

If an Employee in Your immediate employ sustains bodily Injury or death by Accident or Disease contracted during the Period of Insurance within the geographical area of Hong Kong arising out of and in the course of his/her employment with You, We will

- (a) pay for any amount You are liable under the law to compensate; and
- (b) indemnify You against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith;

subject to the terms exceptions and conditions contained in or endorsed herein.

### Special provisions

1. In the event of any change to the Ordinance during or subsequent to the Period of Insurance altering Your legal liability under the Ordinance Our liability under **Section 6** shall be limited to such sums as We would have been liable to pay if the Ordinance had remained unaltered.
2. (a) Your due observance and fulfilment of the terms of **Section 6** in so far as they relate to anything to be done or not to be done or to be complied with by You; and  
(b) the truth of the statements and answers in the proposal and declaration:  
shall be conditions precedent to any liability of Ours to make payment or to provide indemnity under **Section 6**.

We will in the event of Your death indemnify Your legal personal representatives in the terms of **Section 6** in respect of liability incurred by You provided that such legal personal representatives will as though they were You observe, fulfil and be subject to the terms of **Section 6** as far as they can apply.

### Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under **Section 6** We will indemnify You, including costs and expenses incurred by or on Your behalf with Our written consent, up to the Limit of Indemnity specified on the Schedule irrespective of the number of Employee's who may sustain bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of Yours in respect of a Disease contracted by an Employee due to the nature of his/her employment with You which nature of employment applies during a period that extends over more than one Period of Insurance:
  - (i) the aggregate of Our indemnity to You under all insurance policies including costs and expenses incurred by or on Your behalf will not exceed the Limit of Indemnity for **Section 6** that was in force at the time such Disease first affected the Employee; and
  - (ii) subject to the limitation of paragraph (b) (i) hereof, Our indemnity to You under **Section 6** including costs and expenses incurred by or on Your behalf will be limited to such proportion of Your liability in respect of such Disease as that part of the Employee's period of employment that falls within the Period of Insurance bears to the total period of his/her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Employee, Our liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Employees.



- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under **Section 6** We may pay You the full amount of Our liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims.

We shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by You after We have relinquished such conduct or for any loss damage or expenses caused to You in consequence of any act or omission of Ours in connection therewith or of Our relinquishing such conduct.

## **Special condition**

### **Avoidance of certain terms and right of recovery**

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under **Section 6** You shall forthwith repay such amount to Us.

## **Specific definitions**

### **Accident**

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

### **Disease**

means a disease, as detailed in Chapter 282 - Employee's Compensation Ordinance, contracted by an employee of Yours as a result of his/her exposure to the nature of his/her employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under **Section 6**.

### **Noise-Induced Deafness**

has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

### **Employee(s)**

means the domestic helper named on the Schedule who is legally employed by You and eligible for cover provided under **Section 6**.

### **Ordinance**

means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

### **Pneumoconiosis and Mesothelioma**

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



## PERSONAL INFORMATION COLLECTION STATEMENT

**QBE Hongkong & Shanghai Insurance Limited** ("the Company") may use the personal data the Company collects about you, which may include your name, address and other contact details, date of birth, bank account or credit card details, Hong Kong identity card number, information about your dependents and health records, and which we may collect when, for example, you apply for, renew or make a claim under a policy and/or you correspond with us, for the following purposes:

### Insurance Services (Mandatory)

1. processing and assessing of applications for any insurance products and daily operation of the related services;
2. administering your insurance policy and providing services in relation to your insurance policy;
3. any alterations, variations, cancellation or renewal of any insurance and related services;
4. investigating, analysing, processing and paying claims made under your insurance policy;
5. invoicing and collecting premiums and outstanding amounts from you;
6. exercising any right under the insurance policy including right of subrogation, if applicable;
7. complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies, law enforcement agencies and court orders;
8. to conduct research, insurance survey and analysis for the purpose of product design and development and improvement of our services to you;
9. for statistical or actuarial research undertaken by the Company, other members of the QBE Group, any agents, third parties or business partners of the Company or its regulators;
10. for the operation and administration of the Company's internal business including without limitation any corporate reorganization;
11. contacting you for any of the above purposes; and
12. other ancillary purposes which are directly related to the above purposes.

The personal data you provide to the Company may be provided or transferred to the following persons in Hong Kong or overseas for the purposes set out in the above paragraph or directly related purposes or as otherwise permitted by applicable law:

- a. any agent, advisor, contractor or third party service provider (whether within or outside the QBE Group) who provides administrative, telecommunications, computer, payment, debt collection, security, research, ratings, consulting services, product design, marketing (where you have consented to direct marketing as described below), data processing or storage or related services or any other person carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business;
- b. any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- c. any members of the Federation by the Federation for any of the purposes referred to in (b) above or directly related purposes;
- d. government bodies, regulators or any other body to whom the Company or any company within the QBE Group is required to or has agreed to make disclosure under any applicable laws or regulations;
- e. lawyers;
- f. auditors; and
- g. other insurance companies within the QBE Group which have undertaken to keep such information confidential.

Some of these persons may be located in countries overseas, namely Australia, Philippines, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the data protection laws of Hong Kong. That means your personal data may not be protected to the same or similar level as in Hong Kong. However, the Company will only transfer your personal data to a service provider or overseas where the Company is satisfied that adequate levels of protection are in place to protect the integrity and security of any information being processed and compliance with applicable privacy and data protection laws.

In the unlikely event that the Company, any companies within the QBE Group, or its or their brands or substantially all of any of its or their assets are acquired by an unrelated third party, your personal data may be one of the transferred assets. By providing your personal data to the Company, you agree that the Company may disclose your personal data, on a confidential basis, to any prospective transferee and its professional advisors for the purposes of their due diligence investigations, the completion of any such transaction and the continued operation of the acquired business.

You do not have to provide your personal data to the Company, but if you do not provide certain personal data (for example, the information indicated as mandatory on the relevant application, registration or renewal forms, or your contact details if you send us an enquiry), it would not be possible for the Company to process your application and render the services or to otherwise correspond with you.

The Company is committed to ensuring your personal data is kept secure and confidential and not kept for longer than is necessary.

### Direct Marketing of Products and Services

To provide a more comprehensive range of financial and insurance services, the Company would like to use your name and the contact details you provide to us (for example, your mobile phone number, residential phone number, office phone number, residential address, correspondence address and email address), alongside information that you provide (including but not limited to) about your age, gender, occupation, personal interests, marital status, family and education (the "Marketing Personal Data"), to provide you with direct marketing communications about the Company's products and services including but not limited to the Company's insurance, banking, financial services, provident schemes and general insurance products but the Company cannot do so without your consent.

The Company intends to share, from time to time, your Marketing Personal Data with any agents, third parties or business partners of the Company for the purpose of marketing to you their insurance, investment fund, provident schemes, and other financial products and services including general insurance products and services, but we will not do so without your written consent.

If you do not want to receive any direct marketing, you may withdraw your consent at any time free of charge by contacting the Company's Data Protection Officer below.

### Your Rights

You have the right to ascertain the Company's policies and practices in relation to personal data, and to obtain access to and to request correction of your personal data held by the Company. Your right to access your personal data may be subject to payment of an administrative fee. Requests for such access or correction, to withdraw consent for direct marketing, or for further information about our data privacy policies and practices, can be made in writing to the Data Protection Officer, QBE Hongkong & Shanghai Insurance Limited, 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

In case of discrepancies between the English and Chinese versions, the English version shall prevail.

November 2018