

# SmartHome Plus 「卓越」豐盛優居樂 Plan 計劃 1,2,3,4,5

# SmartHome Plus

### Policy coverage attaching to and forming part of Policy of Insurance

Welcome to Your AXA General Insurance Hong Kong Limited SmartHome Plus Insurance Policy.

Your Policy consists of

the proposal form

the Policy wording in this jacket

the Policy Schedule

Your Policy Schedule shows details of

Your cover

the period of insurance

the sums insured/monetary limits

any special terms that may apply to Your Policy

Following payment of the premium stated in the Policy Schedule We will in the event of Accident, damage or loss happening during the period of insurance anywhere in Hong Kong (unless stated otherwise in the Policy Schedule), provide insurance as described in the following pages for the Plan and those Sections You have chosen as stated in the Policy Schedule.

Please read this jacket together with Your Policy Schedule to make sure You know what cover is provided.

If You require more cover or different cover, please consult Your insurance agent or broker or AXA General Insurance Hong Kong Limited.

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy. These are given below or defined at the beginning of the appropriate Section.

Accident or Accidental

an unforeseen, sudden, unexpected event which happens during the period of insurance which must be the only cause of Injury or property loss or damage.

Apartment

Flat, which is one room or a set of inter-connected rooms in a single occupied dwelling on one or more floors of a building.

Applicant

The Insured who applies for this Policy. For the avoidance of doubt, the term "Applicant" does not include the joint proposer or joint applicant.

**Buildings** 

The structure of Your Home (such as walls, roof, and floor) shown in the Policy Schedule and including the following if they form part of the property:

- domestic greenhouses, tennis hard courts, swimming pools, patios, paths, drives, boundary and garden walls, gates, hedges and fences:
- Fixtures and Fittings which are put in or left behind by ex-property owner or property developer of the Home or any one for them. For the sake of clarity, such Fixtures and Fittings do not include those put in or left behind by the current owner or landlord of the Home or his Family member or any one for them.

all at the insured location(s) shown in the Policy Schedule for which You are legally responsible.

You may wonder if You or Your Family member is the current owner of the Home (i.e. You or Your Family member own the real property of the Home), whether the Fixtures and Fittings put in by You or Your Family member is covered. Or if You are the tenant, whether the Fixtures and Fittings put in by Your landlord is covered. Please note that they are covered under Section 1 (Home Contents) and Section 2 (Liability to Third Party) – 2.1 respectively according to the terms and conditions of the Policy.

Contract Value

The total costs of a project involving alteration and/or addition to the premises including independent contractor's fee, costs of building materials and costs of Fixtures and Fittings.

**Electrical Domestic Appliances** 

Electrical appliances for domestic use which are owned by You and/or Your Family member, and kept in the Home (such as television, refrigerator, washing machine, boiler, heater, air-conditioner, lighting, built-in or free-standing stove or oven, etc.), whether or not such items are fitted to the wall, ceiling or floor. For a Home rented by You and/or Your Family member as tenant, the term "Electrical Domestic Appliances" also includes electrical appliances of the landlord for domestic use expressly included in the relevant tenancy agreement in respect of the Home. "Electrical Domestic Appliances" do not include the following: desktop and portable computers, portable audio/video players, portable data equipment, electronic diaries or personal data assistants; mobile or portable telecommunication equipment, mobile telephones and pagers.

Excess

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

**Fixtures and Fittings** 

The interior decoration items that are fitted to and form part of the structure of Your Home including and not limited to doors, windows, wall coverings, bathroom suites, fitted kitchens, fitted wardrobe, fitted cabinets, flooring, and fitted carpets, but excluding: (a) Electrical Domestic Appliances, and (b) any drains, pipes, cables and/or wires.

**Home Contents** 

Fixtures and Fittings put in by You and/or Your Family member or any one for You/Your Family member, furniture, desktop computers, laptop computers, tablet computers, Electrical Domestic Appliances, Valuables and Personal Effects. For the avoidance of doubt, the term "Home Contents" does not include Fixtures and Fittings put in or left behind by ex-property  $owner\ or\ property\ developer\ of\ the\ Home\ or\ any\ one\ for\ them,\ whether\ or\ not\ they\ are\ expressly\ included\ in\ the\ price\ or\ rent$ of the Home

Home Contents Sum Insured

The sum insured shown opposite Section 1 in Your Policy Schedule.

Home/Homes

The private residence shown in the Policy Schedule and any garage or outbuildings used for domestic purposes only and forming part of the property. For the sake of clarity, a car park space not within boundaries of your Home, but owned or occupied by You or Your family member, is part of Your Home if expressly stated as part of the Situation of Risk in the Risk Details section of the Policy Schedule. A Home can only be either an Apartment or a House.

Hong Kong

The territorial limits of Hong Kong.

House

Any building up to four storeys high. "House" includes only the following types: (a) House in Estate, which is a house located within gated housing estate with 24-hour security guard; (b) Non-Estate House, which is a house not located within gated housing estate with 24-hour security guard; and (c) Village House, which is a village house built by indigenous villagers under the New Territories Small House Policy introduced by the Government of Hong Kong in 1972, commonly known as "small houses".

Injury Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and

visible means.

Money Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage

stamps, gift tokens, trading stamps, all held for social and domestic purposes.

Personal Documents Passport, driving licence, identity card, certificate of identity and the like.

Personal Effects This means clothes and articles of a strictly personal nature likely to be worn, used or carried. It does not include Valuables or

Money.

Property in the open Outdoor furniture, ornaments and statutes and other similar items that are usually located in the open, and is actually in the

open at the time of relevant Accidental loss or damage.

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

Sum Insured Table

The Sum Insured Table found near the end of this jacket.

Unoccupied

Not lived in by You or by a person authorised by You.

Valuables Jewellery, articles of gold, silver, or other precious metals, watches, furs, cameras and binoculars, antiques, works of art,

collections of stamps, coins and medals.

We/Us/The Insurer/The Company AXA General Insurance Hong Kong Limited.

You/Your/The Insured The person(s) named as the policyholder or Insured in the Policy Schedule.

You and Your immediate family members, who may be any of the following persons: Your Spouse, Partner, brothers and

sisters, children (including adopted and foster children), and parents provided that Your immediate family members must be residing with You in Your Home. The term "Partner" herein means someone with whom You live in a relationship equivalent to

marriage, whether of the same or opposite gender.

Words and expressions importing the masculine gender include the feminine and neuter genders.

Words and expressions in the singular include the plural and words and expressions in the plural include the singular.

The headings and the Sum Insured Table help explain what is covered and what is not covered.

### 24-Hour Home Assistance Hotline Service

- Electrician, Plumber, Locksmith referral
- House Call/Dental referral
- Baby-sitting/Home Nursing referral
- Pest Control/Cleaning Services referral
- General repair on household items referral
- Local domestic helper referral & overseas domestic helper advisory service
- Air-conditioner engineer referral
- Medical service provider referral
- Free legal/arbitration referral service for property sale/lease dispute

AXA General Insurance Hong Kong Limited

**SmartHome Plus** 

24-Hour Home Assistance Hotline Service



For emergency assistance, please call (852) 2851 1990



# Conditions (applicable to the whole Policy)

### Precautions

You must

- take all reasonable precautions to prevent Accidents and losses
- comply with all statutory obligations

### Claims

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

- give written notification to Us within 31 days from the insured event
- send to Us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify Us immediately of any impending prosecution, inquest or fatal inquiry
- at Your expense, or at the expense of any person representing You, provide Us with certificates, information and other documents as We may reasonably require

### You must NOT

admit or deny any claim made by someone else against You or make any agreement with them

We have the right to negotiate, settle or defend any such claim in Your name and on Your behalf. We can also use any legal right of recovery You have.

- an examination by a medical referee appointed by Us for a non-fatal Injury
- a post-mortem examination in the event of death

### 3

We may cancel the Policy by sending 7 days' notice by registered letter to You at Your last known address. We will return a proportionate part of the premium in respect of the unexpired period of insurance, and Clause 15 of Conditions regarding minimum premium will not apply.

You may also cancel the Policy at any time by giving Us 7 days' written notice. If there has been no claim arisen or made prior to the cancellation of this Policy, We will return a proportionate part of the premium in respect of the unexpired period of insurance, and the return of premium is subject to Clause 15 of Conditions regarding minimum

### Our right to recovery

If We are obliged by legislation to pay an amount for which We would not otherwise be liable, You must repay such amount to Us.

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false or fraudulently inflated or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy, We will not pay the claim and all cover under the Policy will be forfeited.

### Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law.

The seat of arbitration shall be Hong Kong.

The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### Other insurance(s) (not applicable to Section 1.13)

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

### Renewal

We are not obliged to accept any renewal premium or to send You notice of any renewal premium becoming due.

### Notification of changes in Your Circumstances

Whilst this Policy is in force, You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance, which include but are not limited to: (a) change in Your identity in the usage of the Home (i.e. whether You are owner (self-occupied), occupier, tenant or landlord), (b) any permanent move of You so You no longer live in the Home, or (c) change in circumstance which would increase the possibility of loss or damage or legal liability. The Company reserves the right to adjust the premium, and/or revise terms and conditions of this Policy according to the change in Your identity in the usage of the Home.

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

### Contracts (Rights of Third Parties) Ordinance 11

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

### 12

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Company shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

### 24-Hour Home Assistance Hotline Service

- Electrician, Plumber, Locksmith referral
- House Call/Dental referral
- Baby-sitting/Home Nursing referral
- Pest Control/Cleaning Services referral
- General repair on household items referral
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### 13 Subrogation

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

### 14 Excess

This Policy does not cover the amounts of the Excess stated in the Policy Schedule and/or this jacket in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

15 This Policy is subject to a minimum premium of HKD500.

### 16 Applicant's Representation, Warranty and Undertaking

If there is more than one Insured, the Applicant hereby represents, warrants and undertakes to the Company that: (a) he is duly authorized by all other Insured to act for them to apply for, make change to, administer, terminate or review (if necessary) and/or accept service of notice and proceedings in relation to this Policy; and (b) the Applicant is the only person that the Company needs to communicate with in relation to this Policy, and that the Company does not need to communicate with other Insured. All Insured agree with the above representation, warranty and undertaking of the Applicant.

### 17 Refund of Premium

Notwithstanding any other provisions, if the Company is required to refund any of the premium, the refund shall be made to the Applicant.

### 18 Payment of Benefit

Any release given by the Applicant, or any third party to whom the Applicant has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a full and final discharge of all liability of the Company.

# General Exclusions (applicable to the whole Policy)

### 1 We will not pay for

- i. Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities;
- ii. Any Accident, Injury, disease, loss or liability occasioned by, or happening through, war, invasion act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion;
- iii. Any loss, damage or liability occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization;
- iv. Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
  - a) nuclear weapons material;
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion iv., combustion shall include any self-sustaining process of nuclear fission;
  - c) nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss;
- . Any loss or damage to illegal structures of the Home, or liability arising out of illegal structure of the Home;
- vi. Any loss, damage or liability, occasioned by, or happening through or in any Home which is sub-let and/or sub-divided;
- vii. Any unexplained physical loss or damage or mysterious disappearance;
- viii. Excess as shown in the Policy Schedule and/or this jacket;
- ix. Any loss, damage or liability, occasioned by, or happening through or in any Home which is neither a House nor an Apartment.
- x. Any Accident, loss, damage or liability which occurred before You applied for this Policy.

### 2 War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by the Insured and/or his Family member for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, popular rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

### 3 Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the

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

### 4 Pollution and Contamination Exclusion Clause

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

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

### 5 Electronic Data Endorsement B

(IT / Cyber Risk Clarification Clause) (NMA 2915)

### i. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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.

 ${\tt COMPUTER\,VIRUS\,includes\,but\,is\,not\,limited\,to\,``Trojan\,Horses",\,``worms"\,and\,`time\,or\,logic\,bombs".}$ 

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to insured by this Policy directly caused by such listed peril.

Listed Perils: Fire, Explosion

ii. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

In any claim suit or other proceedings where The Company alleges that by reason of this exclusion any loss or damage or liability is not covered by this Policy the burden of proving that such loss or damage or liability is covered shall be upon the Insured.

### 6 Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### How We Settle Claims

# Applicable to Section 1 – Home Contents and Section 4 – Worldwide Personal Belongings (Optional)

We will at our option pay in cash the amount of the loss or damage or may repair, reinstate or replace, the lost or damaged property.

### 1 Matching sets and suites

An individual item of a matching set of articles, suite of furniture, sanitaryware or other bathroom fittings is regarded as a single item.

We will pay You for individual damaged items but not for undamaged companion pieces.

### 2 New for Old Cover

Your Policy covers Accidental loss of or damage to Home Contents on new for old (and with no better than original quality) basis: i.e. new replacement of the same kind which is of similar but not better quality/function than the original lost/damaged item, except that deduction for wear and tear will be applied to clothes, furs, footwear, household linen, curtains and upholstery. If the new replacement must be of better quality/function than the original lost/damaged item because there is no longer the same or similar model in the market with no better than original quality/function, We allow "claim with betterment" in accordance with Clause 3 below.

### 3 Claim with Betterment

- a) In determining the value of the lost or damaged item, we will take reference from a new item of the same model or a similar model available in the market at the time of claim with no better quality/function than that of the original lost/damaged item ("No Better-off Items").
- b) If there is no longer any No Better-off Items in the market due to technology or product advancement, we will take reference from market price of the nearest current model available in the market at the time of claim, and then apply a reduction percentage on the market price proportional to the "betterment" of the current model over the lost or damaged item.
- c) "Betterment" is the estimated extent expressed in a percentage that shows how much the current model's functionality or quality is better off than that of the model of the lost or damaged item.
- d) We have the right to determine the amount of "betterment" in such situation in Our absolute discretion.

# Applicable to Section 7 – Building Insurance (Optional)

If repair or reinstatement is carried out there will be no deduction for wear and tear provided that You have maintained the Building in sound condition with good and regular repair.

# Section 1 – Home Contents COVER

We will pay for Accidental loss of or damage to Home Contents belonging to You and/or Your Family contained in Your Home mentioned below, up to (a) the aggregate amount for all claims per period of insurance (which takes into account all kinds of Home Contents), and (b) the maximum claim amount per item (which does not apply to Valuables, desktop computers, laptop computers and tablet computers), as shown in the Sum Insured By Area Table below, unless otherwise specified in the Policy Schedule. Sublimit applies to Valuables, desktop computers, laptop computers and tablet computers as mentioned below in a) and b).

For the Home rented by You and/or Your Family member as tenant, the words "Home Contents belonging to You and/or Your Family" in the above paragraph shall be interpreted to also include the electrical appliances of the relevant landlord for domestic use expressly included in the relevant tenancy agreement in respect of the Home.

Apartment		Section 1 Home Contents  Maximum limit per policy year (per item limit) (HKD)						
		Owner (self	-occupied) / Occup	ier / Tenant	Landlord (renting out)			
Gross Area (sq ft)	Saleable Area (sq ft)	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5		
500 or below	400 or below	750,000 (75,000)	1,000,000 (100,000)	1,250,000 (125,000)	300,000 (15,000)	500,000 (20,000)		
501 - 700	401 - 560	750,000 (75,000)	1,000,000 (100,000)	1,250,000 (125,000)	300,000 (15,000)	500,000 (20,000)		
701 – 900	561 - 720	1,000,000 (100,000)	1,250,000 (125,000)	1,800,000 (180,000)	300,000 (15,000)	500,000 (20,000)		
901 - 1,200	721 - 960	1,000,000 (100,000)	1,250,000 (125,000)	1,800,000 (180,000)	300,000 (15,000)	500,000 (20,000)		
1,201 - 1,500	961 – 1,200	1,250,000 (125,000)	1,500,000 (150,000)	2,000,000 (200,000)	500,000 (20,000)	1,000,000 (50,000)		
1,501 - 2,000	1,201 – 1,600	1,250,000 (125,000)	1,500,000 (150,000)	2,000,000 (200,000)	500,000 (20,000)	1,000,000 (50,000)		
2,001 - 2,500	1,601 – 2,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	Specified in policy schedule			
2,501 - 3,000	2,001 – 2,400	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)				
3,001 - 5,000	2,401 – 4,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)				

House		Section 1 Home Contents Maximum limit per policy year (per item limit) (HKD)						
		Owner (self	-occupied) / Occup	Landlord (renting out)				
Gross Area (sq ft)	Saleable Area (sq ft)	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5		
1,200 or below	960 or below	1,000,000 (100,000)	1,750,000 (175,000)	2,000,000 (200,000)	500,000 (30,000)	1,000,000 (50,000)		
1,201 - 2,000	961 – 1,600	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	500,000 (30,000)	1,000,000 (50,000)		
2,001 - 3,000	1,601 – 2,400	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	Specified in policy schedule			
3,001 - 5,000	2,401 – 4,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)				

By way of illustration, for Plan 1 in respect of your Home which is a House with gross area of 3,001 to 5,000 square feet (or saleable area of 2,401 to 4,000 square feet), (a) the aggregate amount for all claims in respect of Accidental loss of or damage to Home Contents (including but not limited to Valuables, desktop computers, laptop computers, and tablet computers) is HKD1,500,000, and (b) the maximum claim amount allowed per item (except for Valuables, desktop computers and tablet computers) is HKD150,000. The item limit for Valuables, desktop computers, laptop computers and tablet computers is set out in a) and b) below.

The term "saleable area" in this Policy has the meaning assigned to it in the Residential Properties (First-hand Sales) Ordinance, Chapter 621 of Laws of Hong Kong. The term "gross area" in the above tables mean "gross floor area".

We will pay for Accidental loss of or damage to Home Contents which is Valuables, desktop computers, laptop computers or tablet computers belonging to You and/or Your Family contained in Your Home mentioned below, up to (a) the aggregate amount for all claims per period of insurance, and (b) the maximum claim amount per item, as mentioned below.

### a) For Valuables (excluded for Plan 4 and 5)

Our maximum liability in respect of Accidental loss of or damage to Valuables is HKD600,000 or one-third of Your Home Contents Sum Insured whichever is the lesser, in the aggregate for all claims per period of insurance. Please refer to the Sum Insured Table for the maximum claim amount allowed per item. We do not pay for Accidental loss of or damage to Valuables for Plan 4 and/or 5.

### b) For Desktop Computers / Laptop Computers / Tablet Computers (excluded for Plan 4 and 5)

Please refer to the Sum Insured Table for the maximum claim amount allowed per item. Regardless of the kind of these items, We will only pay up to one item during any period of insurance, in the aggregate for all claims of these items. We do not pay for Accidental loss of or damage to desktop computers/ laptop computers/ tablet computers for Plan 4 and/or 5.

### Exclusions to benefit b)

This benefit does not cover any loss of or damage due to defect, or caused by electrical or mechanical breakdown:

- to media or software;
- caused by wilful act or intentional damage by the Insured or his Family member.

### ADDITIONAL BENEFITS FOR SECTION 1

# 1.1 Alterations or Repairs

The insurance afforded by this Policy shall remain operative during the course of alterations, repairs or interior decorations to Your Home, provided that the Contract Value of such works shall not exceed HKD100,000 for plan 1 and HKD200,000 for plan 2, 3, 4 and 5.

### 1.2 Alternative Accommodation (excluded for Plan 4 and 5)

While Your Home cannot be lived in because of Accidental loss of or damage covered by this Policy, We will pay for the reasonable cost of alternative accommodation, up to a maximum of HKD1,500 per day, while Your Home is uninhabitable.

We will not pay more than HKD90,000 in the aggregate for all claims during any one period of insurance.

### **EXCLUDING**

This benefit does not cover any cost if Your Home is uninhabitable due to Home renovation which is not caused by an insured peril.

### **EXTENSION**

### Typhoon Shelter

While the water or electricity supply or service of all the elevators reaching the floor of your Home have been suspended for over 6 consecutive hours arising from the typhoon no.8 or above or black rainstorm, We will pay for the reasonable cost of temporary accommodation and meal allowance up to the limit as specified in the Sum Insured Table.

### **EXCLUDING**

The above extension does not cover:

- a) the costs of meal allowance without temporary accommodation; or
- b) the temporary accommodation is not started during the aforesaid service suspension and the meal allowance is not taken within 24 hours after the aforesaid service suspension.

### 1.3 Architects', Surveyors' and Consulting Engineers' Fees

The insurance by this Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the Home consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of the Royal Institute of British Architects and/or the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or the Association of Consulting Engineers as the case may be or of the respective equivalent local body, subject to a maximum of 5% (five percent) of Your Home Contents Sum Insured

You cannot claim under both section 1.3 and 7 for the same loss or damage.

### 1.4 Automatic Reinstatement of Sum Insured (applicable to Home Contents only)

In the event of loss or damage recoverable under this insurance, Your Home Contents Sum Insured by this Policy shall, in the absence of written notice by The Company or You to the contrary, be immediately reinstated after You have paid the appropriate additional premium as required by Us.

### 1.5 Brittle Items (excluded for Plan 4 and 5)

We will pay for Accidental loss of or damage to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material, up to the sum insured specified in the Sum Insured Table during any one period of insurance unless otherwise specified in the Policy Schedule.

### EXTENSION to Plan 2 and 3

We will pay for Accidental damage to unopened bottle(s) of wine up to the sum insured and item limit specified in the Sum Insured Table.

### **EXCLUDING**

This benefit including the Extension does not cover:

- 1 The first HKD500 of any loss or damage;
- Value loss due to wine bottle label damage;
- 3 Damage to wine caused by or resulting from
  - a) substitution or mysterious disappearance;
  - b) ullage, discolouration, cork-fly, climate conditions or any inherent vice.

### 1.6 Unauthorized Use of Credit Cards (excluded for Plan 4 and 5)

We will indemnify Your liability under the terms of any credit card agreement as a direct result of its unauthorised use by any person not related to, or residing with You. We will not pay more than the sum insured specified in the Sum Insured Table during any one period of insurance.

### EXCLUDING

This benefit does not cover:

- 1 Any loss unless You have complied with the terms and conditions of the credit card's issuing authority;
- 2 Losses which are not reported within 24 hours after discovery to the police;
- 3 Losses which are not reported to the issuer of the card within 2 hours after discovery.

### 1.7 Domestic Helper's Personal Effects (excluded for Plan 4 and 5)

The Company agrees that it will indemnify You in respect of Accidental loss of or damage to clothing and Personal Effects of Your domestic helper, subject to a maximum limit as specified in the Sum Insured Table for each domestic helper during any one period of insurance and not exceeding HKD1,000 for any one article, whilst such properties are in Your Home in which such helper(s) is residing with You or any member of Your Family.

### **EXCLUDING**

This benefit does not cover:

- 1 Any loss of or damage to bank notes, currency notes or any other form of negotiable document;
- 2 Any property that does not belong to Your domestic helper.

### 1.8 Frozen Food (excluded for Plan 4 and 5)

We will pay the cost of replacing food up to the sum insured as specified in the Sum Insured Table which is spoiled due to the failure of the refrigerator or the deep freeze unit in the Home.

### EXCLUDING

This benefit does not cover loss or damage caused by

- 1 a deliberate act of supply authority, or the withholding or restricting of power by the authority;
- 2 strike, lock-out or industrial dispute.

### 1.9 Household Removal

We will pay for Accidental loss of or damage to Your Home Contents while moving in transit between Your Home and any new home of You in Hong Kong by professional remover. For the Home rented by You and/or Your Family member as tenant, the words "Your Home Contents" in this benefit shall exclude the electrical appliances of the relevant landlord for domestic use expressly included in the relevant tenancy agreement in respect of the Home.

We will pay up to HKD10,000 for Plan 1 and Plan 4, HKD12,000 for Plan 2 and Plan 5 and HKD 15,000 for Plan 3 per article or pair or set (unless specifically declared prior to the transit).

### **EXCLUDING**

This benefit does not cover any loss or damage if the moving in transit is:

- $1 \ \ not \ handled \ by \ professional \ remover;$
- 2 outside of Hong Kong.

### 1.10 Landslip and Subsidence

We will pay for Accidental loss of or damage to Your Home Contents caused by subsidence of the site or landslip provided that:

- 1 You shall maintain Your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2 You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3 You shall notify The Company immediately:
  - a) If any excavations are commenced beneath, around or in the vicinity of Your Home.
  - In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
  - b) of the operation of an insured peril affecting any part of the site (whether or not Your Home is involved) or its nearby surroundings.

For the Home rented by You and/or Your Family member as tenant, the words "Your Home Contents" in this benefit shall exclude the electrical appliances of the relevant landlord for domestic use expressly included in the relevant tenancy agreement in respect of the Home.

### **EXCLUDING**

This benefit does not cover:

- 1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a) Coastal erosion
  - b) Heave
- c) Bedding down of structures or the settlement of made up ground within 5 (five) years of the completion of such works
- 2 loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- 3 unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- 4 loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- 5 consequential loss or damage of any kind or description.
- 6 the first HKD10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

### 1.11 Locks Replacement

We will pay for the cost of replacing windows, door locks and keys of Your Home with items that are similar, but not better, following a theft or attempted theft or burglary, up to the sum insured specified in the Sum Insured Table during any one period of insurance.

### 1.12 Money (excluded for Plan 4 and 5)

We will pay for Your Money lost at Home.

We will not pay more than the sum insured specified in the Sum Insured Table during any one period of insurance.

### **EXCLUDING**

This benefit does not cover loss

- 1 which is not reported within 24 hours after discovery to the police,
- 2 caused by depreciation, confiscation or shortage due to errors or omissions.

### 1.13 Personal Accident (excluded for Plan 4 and 5)

In the event of death of You or Your Family members in Your Home caused solely and directly by Accidental fire, or armed robbery during the period of insurance the following benefits will be paid:

- 1 Benefit will be HKD50,000 for each person, but in respect of You or Your Family members who is aged 18 or under 18 OR aged 70 or over 70 at the time of Injury, the death benefit will be HKD25,000 for each person.
- 2 Payment will be made to the deceased's estate
- 3 Loyalty Reward after first policy year: Upon the first and subsequent renewal of this Policy after the first period of insurance, upon death of You or Your Family member, the death benefit will be changed to HKD100,000 for each person, but in respect of You or Your Family members who is aged 18 or under 18 OR aged 70 or over 70 at the time of Injury, the death benefit will be HKD50,000 for each person.

### SPECIAL CONDITIONS

You must notify Us in writing as soon as reasonably possible and always within one month of any Accident likely to give rise to a claim.

We are entitled to request a post-mortem examination.

### **EXCLUDING**

This benefit does not cover:

- 1 Death, charges, cost, or expense caused
  - a) by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or any unlawful act
  - b) by pre-existing physical or mental defect, illness, or infirmity
  - c) by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription
  - d) directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
  - e) by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them.
- 2 Death, charges, cost, or expense arising from or caused by other than Accidental fire or armed robbery.
- 3 Death which happened outside Your Home.
- 4 Disappearance of You or Your Family member.

### 1.14 Property in Your Custody (excluded for Plan 4 and 5)

It is hereby noted and agreed that this Policy extends to cover Home Contents (but excluding any Valuables, laptop computers, tablet computers and/or Personal Effects) in Your Home while it is in the care, custody and control of You and/or Your Family, provided that the liability of the Company shall not exceed HKD10,000 per article or pair or set and HKD50,000 in aggregate during any one period of Insurance.

### 1.15 Removal of Debris

The insurance by this Policy is extended to cover costs and expenses necessarily incurred by You with the consent of The Company in:

- 1 Removal of debris,
- 2 Dismantling or demolishing,
- 3 Shoring-up or propping,

of the portion or portions of the property insured by this Policy destroyed or damaged by any insured peril hereby insured against, for an amount not exceeding 10% of the adjusted loss.

Debris removal expenses shall not be considered in the determination of replacement value in the application of any clause forming a part of this Policy.

### EXCLUDING

This benefit does not cover any cost or expenses:

- $1\ \ \text{incurred in removing debris except from the site of such property destroyed or damaged and area immediately adjacent to such site,}$
- 2 arising from pollution or contamination of property not insured by this Policy.

You cannot claim under both Section 1.15 and 7 for the same loss or damage.

### 1.16 Replacement Cost of Credit Cards/Personal Documents (Excluded for Plan 4 & 5)

The Company will pay for the cost reasonably and necessarily incurred in applying for replacement of credit cards and Personal Documents for You and/or Your Family member following Accidental loss of baggage or purse belonging to You or Your Family member at Home.

We will not pay more than the sum insured specified in the Sum Insured Table during any one period of insurance.

### **EXCLUDING**

This benefit does not cover any cost where the loss of baggage or purse is caused by depreciation, confiscation or shortage due to errors or omissions.

### 1.17 Temporary Removal

We will pay for Accidental loss of or damage to Your Home Contents while temporarily removed from Your Home for cleaning, repairing or maintenance provided that the limit is up to the sum insured specified in the Sum Insured Table during any one period of insurance, subject to a limit of HKD10,000 per article.

For the Home rented by You and/or Your Family member as tenant, the words "Your Home Contents" in this benefit shall exclude the electrical appliances of the relevant landlord for domestic use expressly included in the relevant tenancy agreement in respect of the Home.

### EXCLUDING (For Plan 1, 2, 4 & 5)

This benefit does not cover any loss or damage to Your Home Contents while temporarily removed from Your Home due to reasons other than cleaning, repairing or maintenance. This exclusion does not apply to plan 3 in the situation mentioned in "EXTENSION for Plan 3" below.

### **EXTENSION for Plan 3**

For plan 3, We will pay for Accidental loss of or damage to Your Home Contents (but excluding any Valuables) taking place in Hong Kong as a result of the causes mentioned below while temporarily removed from your Home for purpose other than cleaning, repairing or maintenance. The cause can be any of the following:

- fire, lightning, explosion, earthquake, riot and civil commotion;
- (ii) where the Home Contents (but excluding any Valuables) are situated at the time in a building; storm, flood, malicious acts or vandalism, escape of water or oil or collision;
- (iii) theft/burglary:
  - from a building where you or any Family Member temporarily reside or work; or
  - · from any building, provided that force is used to enter the building;
- (iv) robbery or theft whilst the Home Contents (but excluding any Valuables) are being carried or worn,

provided that the limit is up to the sum insured specified in the Sum Insured Table during any one period of insurance, subject to a limit of HKD5,000 per article.

### 1.18 Property in the Open

We will pay for Accidental loss of or damage to Property in the Open but within the boundary of the land belonging to Your Home. The maximum We will pay under this benefit is HKD50,000 in the aggregate for all claims in any period of insurance, and up to HKD 5,000 per item, or the sum insured or per item limit for Property in the Open shown in the Policy Schedule (if any), whichever is higher.

### 1.19 24-Hour Home Assistance Hotline Service

Please call 24-Hour Hotline (852) 2851 1990 (service within the territory of Hong Kong only) and quote Your Policy number.

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

- Electrician referral
- 2 Plumber referral
- Locksmith referral 3
- House Call/Dental referral 4
- Baby-sitting/Home Nursing referral 5
- Pest Control/Cleaning Services referral
- General repair on household items referral
- Local domestic helper referral & overseas domestic helper advisory service\* 8
- Air-conditioner engineer referral 9
- 10 Medical service provider referral
- Free legal/arbitration referral service for property sale/lease dispute

\*Overseas domestic helper advisory service in the above means provision of information released by the Labour Department of Hong Kong SAR Government relating to overseas

The hotline service comes to You through AXA Assistance. Upon Your request, AXA Assistance will provide referral information to You on service-providers and their charges. AXA Assistance will also assist You in arranging for a house-call or an appointment, if necessary.

### **EXCLUDING**

This benefit does not cover:

- All the costs and charges incurred in using the service provided by the service providers.
- Any consequential loss or damage arising out of the service provided by the service providers referred by AXA Assistance.

### MAXIMUM LIABILITY OF THE WHOLE SECTION 1

We will not pay more than the sum insured shown opposite section 1 specified in the Policy Schedule which is the aggregate limit for all claims under this Section (including the additional benefits), during any period of insurance.

You cannot claim under both Section 1 (including Additional Benefits for Section 1) and Section 4 for the same loss or damage.

You cannot claim under both Section 1 (including Additional Benefits for Section 1) and Section 7 for the same loss or damage.

# **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 1**

### ITEMS WHICH ARE EXCLUDED

Section 1 under this Policy does not cover any loss of or damage to:

- Watercraft (which includes sailboards and windsurfers), aircraft, caravans, drone, trailers and mechanically and electrically propelled vehicles (which includes motor cycles), but lawn-mowers and garden implements are covered;
- Parts, car key, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above;
- Aerials or satellite dishes for radio and television;
- Property more specifically insured by any other insurance.
- Animals, plants or any living things;
- Food and drink (except as covered under Section 1.8);
- Property primarily used for business or employment purposes;
- Contact lenses, mobile phones or computers (except desktop computer, laptop computer and tablet computer);
- Damage to sports equipment whilst in use:
- 10 Any Home Contents on roof or open area (unless otherwise specified in Section 1.18 Property in the Open).

Section 1 under this Policy does not cover any loss or damage:

- caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, atmosphere or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, renovation or decoration works at Your Home (unless otherwise specified in Section 1.1 Alterations or Repairs);
- caused by mechanical or electrical breakdown or derangement of machinery or equipment unless
  - a) damage by a cause not excluded in the Policy ensues and then We shall be liable only for such ensuing damage; or
  - b) such loss is caused directly by damage to the property insured or to premises containing such property by a cause not excluded in the Policy;
- 3 due to defect or mechanical or electrical breakdown or derangement of computer;
- $caused\ by\ chewing, scratching, tearing\ or\ fouling\ by\ domestic\ animals;$
- to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material nature while being handled or actively used (except as covered under Section 1.5);
- arising from depreciation in value, or consequential loss;
- arising from the wilful act, intentional vandalism or damage by You, members of Your Family, or any relative, or any person, residing or lawfully in Your Home;
- caused by theft or attempted theft from Your Home while Your Home has been Unoccupied for a period exceeding 30 consecutive days;
- caused by escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed while Your Home has been Unoccupied for a period exceeding 30 consecutive days:
- 10 caused by theft in Your Home should any part be let;
- 11 caused by theft from any unattended vehicle;
- 12 in respect of the first HKD1,000 or 10% of the loss or damage amount, whichever is the greater, for loss or damage caused by water damage, unless if a different "Water Damage Excess" or "Typhoon or Water Damage Excess" is shown in the Policy Schedule, in which case the latter Excess applies;
- 13 in respect of the first HKD500 in respect of each and every loss for desktop/laptop/tablet computer;
- 14 directly or indirectly caused by or resulting from unexplained or mysterious disappearance.

# Section 2 – Liability to Third Party COVER

We will pay for any amount that You, Your Family members (residing with You) and Your domestic helpers (while he/she is performing the duties under the relevant employment contract with You or Your Family member) become legally liable to a third party

- · as owner/tenant/occupier of Your Home (including the roof top, garden and/or swimming pool within the boundary of Your Home if Your Home is a House)
- as private individuals anywhere in Hong Kong, or anywhere in the world in respect of each visit/trip departing from Your Home up to 30 consecutive days

as a result of

- Accidental bodily Injury (including death or disease) to any person
- · Accidental loss of or damage to their property

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

### Owner's Liability in Common Area

We will also pay for the amount that You become legally liable to a third party as a part owner of the Common Parts of the Building of which your Home/Buildings (including the roof, garden and/or swimming pool within the boundary of your Home if Your Home is a House) forms part resulting from an Accident which causes bodily Injury or physical damage to property and which happens during the period of insurance.

The indemnity is provided only under the following conditions:

- a) this cover is operative only if there is no third party risks insurance policy being taken out by or on behalf of the Owners or Corporation of the Building (referred to hereinafter as the "Primary Policy") in relation to such Common Parts of the Building; or
- b) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy. Subject to Policy limit, the indemnity includes legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

We will only indemnify You in respect of Your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

The expressions "Common Parts", "Corporation", "Building" and "Owner(s)" have the same meaning as assigned to those expressions in the Ordinance.

### ADDITIONAL BENEFITS FOR SECTION 2

### 2.1 Tenant's Liability to the Building rented (applicable for Plan 1, 2 and 3)

For plan 1, 2 or 3, the Company will pay for the amount, including legal costs and expenses recoverable by any claimants and all costs and expenses agreed by Us in writing, up to but not exceeding the extent You become legally liable as tenant for any reasonable cost of repair in respect of Accidental damage to the Buildings, including the furniture, Fixtures and Fittings from current landlord/owner/ex-property owner of the Buildings, during the period of insurance. This benefit is not applicable to plan 4 and 5.

### 2.2 Independent Contractor's Liability

The Company will pay for the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by You or under a contract for service with You or any person working for or employed by the said independent contractor) and all costs and expenses agreed by Us in writing, up to but not exceeding the extent You become legally liable for compensation to bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to Your Home, PROVIDED THAT the Contract Value of such alteration and/or addition shall not exceed HKD100,000 for each alteration and/or addition contract of Plan 1 and 4. and HKD200.000 for each alteration and/or addition contract of Plan 2.3 and 5.

This extension shall not be liable to pay or contribute to any claim recoverable from any valid third party liability insurance or the third party liability section of any Contractors' All Risks insurance held by You or by Your contractor.

### MAXIMUM LIABILITY OF THE WHOLE SECTION 2

We will not pay more than the sum insured shown opposite section 2 specified in the Policy Schedule which is the aggregate limit for all claims under this Section (including the additional benefits), during any period of insurance.

# **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 2**

### **EXCLUDING**

Section 2 of this Policy does not cover:

- 1 Liability in respect of Injury to You and/or Your Family member, or any person under a contract of service with You and/or Your Family member, and arising out of, and in the course of, such person's employment by You and/or Your Family member;
- 2 Liability in respect of loss of or damage to property belonging to You and/or Your Family or in Your and/or Your Family member's custody or control;
- 3 Liability arising from
  - a) any wilful or malicious act;
  - b) the pursuit by You and/or Your Family member of any trade business profession or employment;
  - $c) \ \ the \ occupation \ or \ ownership \ of \ any \ land \ or \ building \ other \ than \ Your \ Home \ as \ specified \ in \ the \ Policy \ Schedule;$
  - d) the ownership, possession or use of aircraft (including drone), watercraft or mechanically propelled vehicles (which includes motor cycles);
  - e) any agreement where such liability would not have attached in the absence of such agreement;
  - f) any criminal activity;
- 4 Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong;
- 5 Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere;
- 6 Any cost arising from wear and tear or making good Your Home, whether You and/or Your Family member are legally liable for such costs under the terms of any tenancy agreement or not (applicable to Section 2.1 only);
- 7 The first amount or percentage (as specified under Section 2 of the Policy Schedule as [Third Party Water Damage Excess]) of any claim arising out of Accidental loss of or damage to third party property due to water leaking from Your Home;
- 8 The first amount or percentage (as specified under Section 2 of the Policy Schedule as [Third Party Property Damage Excess]) of any claim arising out of Accidental loss of or damage to third party property. If exclusion 7 applies, exclusion 8 shall not apply and vice versa, in respect of the same claim.

# Section 3 – Loss of Rent for Plan 4 and 5 COVER

We will pay you the actual loss of rent resulting from Accidental loss of or damage to the Home Contents (excluding Valuables) at your Home up to the sum insured for any one claim, provided that:

- a) You are the landlord of the Home which is occupied by a rent-paying tenant at the time of the Accidental loss of or damage to the Home Contents (excluding Valuables) while these are covered by this Policy, and
- b) the Home is uninhabitable as a result of Accidental loss of or damage to the Home Contents (excluding Valuables).

### MAXIMUM LIABILITY OF THE WHOLE SECTION 3

This cover is based on the average rent received by You as the landlord from your tenant under the relevant tenancy agreement over the 3 months immediately preceding to the Accidental loss of or damage to the Home Contents (excluding Valuables) at the Home. We will pay up to the sum insured (as shown opposite Section 3 specified in the Policy Schedule) the actual loss of rent on a monthly basis for the period from the time the Home is uninhabitable as a result of Accidental loss of or damage to the Home Contents (excluding Valuables) and while it is being replaced, rebuilt or repaired, up to a maximum period of 3 months. Please also refer to the Sum Insured Table for the sum insured per month.

We will not pay more than the sum insured shown in the Sum Insured Table which is the aggregate limit for all claims under this Section during any period of insurance.

### **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 3**

You are not covered:

- 1 if the Home has been untenanted for more than 30 consecutive days before the time of destruction or damage;
- 2 if the Home or any part of the Home is sub-let;
- 3 if your legal interest in the Home or Home Contents (excluding Valuables) ceases at the time of the loss, destruction or damage;
- 4 if the tenant continues to pay you the rent despite the destruction or damage;
- 5 if a signed tenancy agreement is not in force at the time of destruction or damage;
- 6 if the loss of rent period is less than one whole month;
- 7 for an Excess of the first two weeks' rent of each claim:
- 8 if You decide to discontinue letting or renting the Home;
- 9 if the repair or rebuilding has been delayed by You, or anyone acting with Your consent or on Your behalf.

# Section 4 – Worldwide Personal Belongings (Optional) For Plan 1, 2 & 3

(This section is operative only if so stated in the Policy Schedule)

### COVER

We will pay for Accidental loss of or damage to Valuables, Money and Personal Effects belonging to You and/or Your Family occurring anywhere in the world, subject to the limit specified below. We will also pay for Your liability for unauthorized use of credit card as specified and subject to the limit mentioned below. Further, We will pay up to the limit specified below for the replacement fees or costs of Personal Documents Accidentally lost or damaged in Hong Kong or anywhere in the world.

### Limit

Valuables

HKD5,000 unless otherwise specified in the Policy Schedule Per item

Money

Per period of insurance HKD2,500 in the aggregate for all claims

Unauthorized Use of Credit Cards

Per period of insurance HKD10,000 in the aggregate for all claims

Your liability under the terms of any credit card agreements as a direct result of its unauthorized use by any person not related to or residing with You.

Replacement Cost of Personal Documents

HKD1,500 in the aggregate for all claims Per period of insurance

### MAXIMUM LIABILITY OF THE WHOLE SECTION 4

We will not pay more than the sum insured shown opposite section 4 specified in the Policy Schedule which is the aggregate limit for all claims under this Section, during any period of

You cannot claim under both Section 1 and 4 for the same loss or damage.

### **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 4**

### ITEMS WHICH ARE EXCLUDED

Section 4 of this Policy will not cover loss of or damage to:

- Watercraft (which includes sailboards and windsurfers), aircraft, carayans, trailers and mechanically propelled vehicles (which includes motor cycles):
- Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above;
- Property more specifically insured by any other insurance;
- Animals:
- Food and drink:
- Plant;
- Property or documents primarily used for business or employment purposes:
- Contact lenses, mobile phones, laptop computers, tablet computers and all kinds of portable personal computers (including but not limited to smart watch); 8
- Damage to sports equipment while in use:
- 10 Camping equipment.

### **EXCLUDING**

Section 4 of this Policy will not cover loss or damage:

- caused by any problems of cleaning, restoring, altering or repairing, atmospheric conditions, wear and tear, moth, vermin or insects;
- to articles of glass or articles of a brittle nature (other than jewellery) while being handled or actively used;
- caused by mechanical or electrical breakdown or derangement;
- to unaccompanied property despatched under a contract of affreightment or by post;
- to property due to delay or confiscation by customs officials or other government authorities;
- due to wear and tear, depreciation in value or consequential loss;
- caused by theft from any unattended or convertible vehicles;
- arising from the wilful act, intentional vandalism or damage by You, members of Your Family, or any relative, or any person, residing or lawfully in Your Home;
- to Your Home Contents while moving in transit between Your Home and any new home of You anywhere in the world which is not handled by professional remover;
- 10 directly or indirectly caused by or resulting from unexplained or mysterious disappearance.

In addition, the exclusions applicable to Money, unauthorized use of credit cards and Replacement Cost of Personal Documents under Section 1.6, 1.12 and 1.16 under Section 1 also apply to Section 4.

# Section 5 – Fixtures and Fittings by Ex-property Owner or Property Developer (Optional)

(This section is operative only if so stated in the Policy Schedule)

We will pay You the Accidental loss of or damage to the Fixtures and Fittings put in or left behind by ex-property owner or property developer of the Home or any one for them, whether or not they are expressly included in the price or rent of the Home (but excluding those put in by You and/or Your Family member or any one for You/Your Family member, which is covered as Home Contents under Section 1) whilst contained in the Home

# MAXIMUM LIABILITY OF THE WHOLE SECTION 5

- a) We will not pay more than the sum insured shown opposite section 5 specified in the Policy Schedule which is the aggregate limit for all claims under this Section, during any period of insurance.
- b) No one single item of Fixtures and Fittings is deemed to have a replacement cost exceeding 10% of the sum insured on the Fixtures and Fittings of this Section. We will only pay up to 10% of the sum insured on the Fixtures and Fittings of this Section for a claim in respect of one single item of Fixtures and Fittings

### **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 5**

The exclusions applicable to Section 1 under the section "EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 1" under Section 1 also apply to Section 5.

# Section 6 - Top-up Section 2 - Liability to Third Party (Optional)

(This section is operative only if so stated in the Policy Schedule)

### COVER

The sum insured shown opposite Section 2 specified in the Policy Schedule shall be deleted and replaced by the sum insured shown opposite Section 6 specified in the Policy Schedule. All other terms and conditions of Section 2 shall remain unchanged.

# Section 7 - Building Insurance (Optional)

(This section is operative only if so stated in the Policy Schedule)

### **COVER**

We will pay for the cost of repairing or replacing any Accidental loss of or damage (collectively the "Damage") to the Buildings. We will pay the cost actually incurred to rebuild or repair the Buildings to the same condition and extent as it was when new. If the Buildings is not repaired or rebuilt, We will only pay for the amount of such Damage or at the Company's option reinstate or replace the Buildings or any part thereof.

We will also pay for the debris removal and building fees if there has been Damage which is covered under Section 7, as follows

- 1 the cost of removal of debris (up to a maximum limit of 5% of reinstatement costs), please refer to A24 clause below for details.
- 2 architects', surveyors', consulting engineers', legal and other fees necessarily incurred which You have to pay to reinstate the Buildings but not for preparing any claim (up to a maximum limit of 5% of reinstatement costs), please refer to A23 clause below for details of architects', surveyors' and consulting engineers' fees.
- 3 the additional cost of reinstating the Buildings that You have to pay to comply with statutory building regulations

### A23 Architects', Surveyors' and Consulting Engineers' Fees

The insurance by this Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of the Royal Institute of British Architects and/or the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or of the Association of Consulting Engineers as the case may be or of the respective equivalent local body, subject to a maximum of 5% (five percent) of the reinstatement costs.

### A24 Removal of Debris

The insurance by this Policy is extended to cover costs and expense (subject to a maximum limit of 5% (five percent) of the reinstatement costs necessarily incurred by the Insured with the consent of the Company in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against.

# **CLAUSES AND WARRANTIES APPLICABLE TO SECTION 7**

- (a) The following clauses C4, C6, C8, and A19 apply to Section 7;
- (b) if the Policy Schedule shows the name of mortgagee/assignee, then the following clauses shown below will apply to Section 7: A13, A12, 32.

### C4 Workmen Clause

Workmen are allowed in or about any of the within mentioned premises for the purposes of carrying out normal upkeep, cleaning, repair or maintenance without prejudice to this insurance.

### C6 Automatic Reinstatement of Sum Insured Clause

In the event of loss or damage recoverable under this insurance, the sum insured under Section 7 by this Policy shall, in the absence of written notice by the Company or the Insured to the contrary, be immediately reinstated after You have paid the appropriate additional premium as required by Us.

### C8 Fire Extinguishing Expenses Clause

This Policy is extended to include the cost of re-filling fire extinguishers that have been used during fire fighting activities provided that the Company's maximum liability under this clause shall not exceed HKD5,000 or 5% (five percent) of the adjusted loss, whichever is the less in all, which is part of and not in addition to the total sum insured of this Section 7 of this Policy.

### A13 Mortgagee Clause

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees of Mortgagees interest named in the Schedule of the Policy to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees. And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgager or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees 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 Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim. Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect. The Company reserves 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 Mortgagees or said Assignees fo

### A12 Mortgagee/Non-Occupying Landlord Clause

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the Property insured without the knowledge of the Insured, provided that he shall immediately, on the same coming to his knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

# A19 Reinstatement Value Insurance (not applicable to stock)

It is hereby agreed that in the event of property insured under this policy being destroyed or damaged the basis upon which the amount payable under this policy is to be calculated shall be the reinstatement of the Property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean:

The carrying out of the aftermentioned work, namely:

- a) Where property is destroyed, the reinstatement of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### **Special Provisions**

- 1 The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2 When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3 No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4 Each item insured under this memorandum is declared to be separately subject to the following Condition of Average namely: If at the time of reinstatement, the sum representing the cost which would have been incurred in reinstatement if the whole of the Property covered by such Item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
- 5 No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

### 32 NO CONTROL CLAUSE

Any breach of the within warranties in this policy without the knowledge and consent of the Insured shall not prejudice this insurance provided due diligence be exercised by the Insured to ensure the same are complied with.

### ADDITIONAL BENEFIT TO SECTION 7

### Landslip and Subsidence

We will pay for the cost of repairing or replacing any Accidental loss or damage to Your Buildings caused by subsidence of the site or landslip provided that:

- 1 You shall maintain Your Buildings in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby;
- 2 You shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong; and
- 3 You shall notify The Company immediately:
  - a) if any excavations are commenced beneath, around or in the vicinity of Your Buildings. In such event The Company shall have the right to vary or cancel the cover provided under this Policy;
  - b) of the operation of an insured peril affecting any part of the site (whether or not Your Buildings is involved) or its nearby surroundings.

### **EXCLUDING**

This additional benefit does not cover:

- 1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a) Coastal erosion;
  - b) Heave:
  - c) Bedding down of structures or the settlement of made up ground within 5 (five) years of the completion of such works.
- 2 loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- 3 unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured;
- 4 loss or damage directly occasioned by or through defective design or workmanship or the use of defective material;
- consequential loss or damage of any kind or description;
- the first HKD10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

### MAXIMUM LIABILITY OF THE WHOLE SECTION 7

We will not pay more than the reinstatement costs or any Sum Insured shown under this section in the Policy Schedule, whichever is lower (but in any event not exceeding TWO HUNDRED MILLION DOLLARS (HKD200,000,000) which is the aggregate limit for all claims under this Section 7 (including the clauses and warranties applicable to Section 7, and additional benefits), during any period of insurance. If no Sum Insured is shown under this section in the Policy Schedule, the Sum Insured shown under this section in the Policy Schedule will be deemed to be reinstatement costs. For the sake of clarity, the outstanding loan amount shown in the Policy Schedule (if any) is not the Sum Insured for this section. The outstanding loan amount shown in the Policy Schedule (if any) was provided by the Insured to indicate his indebtedness to the Mortgagee of the insured Buildings when the Insured applied for this Policy (but not for renewing this Policy) for the purposes of Section 7- Building Insurance cover. The Company does not make any representation, warranty or undertaking regarding the outstanding loan amount's accuracy and completeness.

### **EXCLUSIONS APPLICABLE TO THE WHOLE SECTION 7**

Section 7 of this Policy does not cover:

- The first HKD3,000 of any loss or damage caused by water;
- 2 Loss or damage caused by
  - a) normal settlement, shrinkage or expansion;
  - b) wear and tear or gradually developing deterioration of the Buildings;
  - c) fungus, insects, wet or dry rot;
- 3 Loss or damage caused by
  - a) theft or attempted theft;
  - b) escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed,
  - while the Buildings has been Unoccupied for a period exceeding 30 consecutive days
- 4 Loss or damage caused to radio or television aerials and satellite dishes;
- 5 Mechanical or electrical breakdown or derangement;
- 6 The cost of maintenance or routine redecoration;
  - The cost of removal of fallen trees or branches which have not caused damage to the Buildings;
- 8 Loss or damage caused by:
  - a) (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear;
  - (ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Buildings unless Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage;
  - b) (i) collapse or cracking of buildings;
    - (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy;
  - c) (i) theft except from the insured premises and then only if there is violent and forcible entry to or exit from such premises;
    - (ii) acts of fraud or dishonesty;
    - (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error;
    - (iv) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers;
    - (v) mechanical or electrical breakdown or derangement of machinery or equipment;
    - (vi) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the insured premises are empty or disused for a period of more than 30 days unless:
      - Damage by a cause not excluded in the Policy ensues and then the Company shall be liable only for such ensuing Damage;
      - such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Policy;

- d) (i) coastal or river erosion;
  - (ii) subsidence ground heave or landslip;
  - (iii) normal settlement or bedding down of new structures;
  - (iv) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates;
  - (v) the freezing solidification or inadvertent escape of molten material;
- 9 Loss or damage caused by or arising from:
  - a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf;
  - b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever;
- 10 Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
  - a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war;
  - b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power;
  - c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. This exclusion shall not apply to Damage by Fire. For the purpose of this Exclusion, "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear;
  - d) (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
    - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not reviewed of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy;
  - e) the destruction of property by order of any public authority.

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this Exclusions 10(a) (b) and/or (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

- 11 Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - a) nuclear weapons material:
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 11(b) combustion shall include any self-sustaining process of nuclear fission;
  - c) nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

### **Excluded Property**

In addition, Section 7 of this Policy does not cover loss or damage to any of the following property:

- a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art unless specifically mentioned as insured by this Policy and then only in respect of the perils specified below;
  - b) glass (including glass curtain wall but other than glass forming part of internal partitions), china, earthenware, marble or other fragile or brittle objects;
  - c) electronic installations computers and data processing equipment,

but this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals, earthquake, windstorm, flood, bursting, overflowing discharging or leaking of water tanks, apparatus or pipes;

- 2 Unless specifically mentioned as insured by this Policy, goods held in trust or on commission documents, manuscripts, business books, computer systems records, patterns models, moulds plans, designs, explosives;
- a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, watercraft, aircraft or the like;
  - b) property in transit other than within the premises specified in the Policy Schedule;
  - c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith;
  - d) land (including top-soil back-fill drainage or culverts), driveways, pavements, roads, runways, railway, lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground, off-shore property;
  - e) livestock, growing crops or trees;
  - f) property damaged as a result of its undergoing any process;
  - g) machinery during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations;
  - h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss;
  - i) property more specifically insured;
- 4 property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected;
- boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

You cannot claim under both Section 1.3 and Section 7 for the same loss.

You cannot claim under both Section 1.15 and Section 7 for the same loss.

### SPECIAL CONDITIONS APPLICABLE TO THE WHOLE SECTION 7

### 1 Alterations and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:-

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
- b) If the building insured or containing the insured property becomes Unoccupied and so remains for a period of more than 30 days.
- $c) \quad \text{If the property insured be removed to any building or place other than that in which it is stated herein to be insured.} \\$
- d) If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

### 2 Claims

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall:

- a) immediately
  - (i) take steps to minimise the loss or damage and recover any missing property
  - (ii) give notice in writing to the Company and
  - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
- b) within 30 days or such further time as the Company may in writing allow deliver to the Company
  - (i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage
  - (ii) particulars of all other insurance if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

### 3 Company's Rights

On the happening of any loss or damage to any of the property insured by this Policy the Company may

- a) enter and take and keep possession of the building or premises where the loss or damage has happened
- b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this section of the Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

### 4 Repair and Replacement

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or companies in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property the Insured shall, at his/her own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

### 5 Reasonable Precautions

The Insured shall maintain the property in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

### 6 Under Insurance

If the property hereby insured shall, at the commencement of any damage or loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

# Section 8 - Top-up Section 3 - Loss of Rent (Optional) - Applicable to Plan 4 and 5

(This section is operative only if so stated in the Policy Schedule)

### **COVER**

The sum insured shown opposite Section 3 specified in the Policy Schedule shall be replaced by either HKD120,000 or HKD180,000, depending on which option You have taken out. Please also refer to the Sum Insured Table for the upgraded sum insured per month (corresponding to the sum insured shown opposite Section 8 specified in the Policy Schedule). All other terms and conditions of Section 3 shall remain unchanged.

# Sum Insured Table (HKD)

Identity		Owner (self-occupied) / Occupier /Tenant			Landlord (renting out)		
Plan		Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	
Benefits		pe	Maximum limit er policy year (HK	(D)		um limit year (HKD)	
Section 1 - Home Contents							
Furniture, Fixtures and Fittings, Ele Appliances and Personal Effects	ectrical Domestic	Sun	Refer to n Insured By Area Ta	abla		fer to I By Area Table	
	per item	Suii	Tillsured by Area 16	able	Summed	т бу Агеа тавле	
Valuables			or 1/3 of the Home sured, whichever is				
	per item	15,000	18,000	20,000			
Computer		3,000	5,000	5,000	Not Applicable		
Desktop computer	per item	3,000	5,000	5,000			
Laptop computer	per item	3,000	5,000	5,000			
Tablet computer	per item	1,000	2,000	2,000			
			Up to one item of desktop / laptop / tablet computer per policy year				
Additional Benefits for Section 1							
1.1 Alterations or Repairs		Cover			C	over	
Maximum contract value for Pl Plan 2, 3, 4, & 5: 200,000	an 1: 100,000;						
1.2 Alternative Accommodation							
a. Temporary accommodation whilst your home is uninhabitable due to accidental loss or damage to the Home Contents			90,000 1,500 per day				
b. Typhoon Shelter  Temporary accommodation as while the water or electricity s all elevators reaching the insurver 6 consecutive hours aris signal no.8 or above / black rai	upply or service of red home suspend ing from typhoon	Not Applicable	7,500	10,000	Not A <sub>f</sub>	pplicable	

# Sum Insured Table (HKD)

Identity		Owner (self-	occupied) / Occı	Landlord (renting out)		
Plan		Plan 1 Plan 2 Plan 3		Plan 4	Plan 5	
Bene	efits	рє	Maximum limit er policy year (H		Maximum limit per policy year (HKD	
	Accommodation	- Not	1,000 per day (max. 5 days)	1,500 per day (max. 5 days)		Not
	Meal Allowance (cannot be reimbursed without accommodation)	Applicable	500 per day (max. 5 days)	500 per day (max. 5 days)	Ар	plicable
1.3	Architects', Surveyors' and Consulting Engineers' Fees	5%	of the Home Conto sum insured	ents		Home Contents n insured
1.4	Automatic Reinstatement of Sum Insured (Home Contents only)		Applicable		Ар	plicable
1.5	Brittle Items	5,000	5,000	8,000		
	Accidental damage to unopened bottle of wine	Not Applicable	up to 1,200	0 per bottle	Not A	Applicable
1.6	Unauthorized Use of Credit Cards	10,000	10,000	15,000	Not A	Applicable
1.7	Domestic Helper's Personal Effects (per helper)	25,000	25,000	25,000	Not Applicable	
	per item	1,000	1,000	1,000		
1.8	Frozen Food	5,000	6,000	8,000	Not Applicable	
1.9	Household Removal		Cover			Cover
	per item	10,000	12,000	15,000	10,000	12,000
1.10	Landslip and Subsidence		Cover		1	Cover
1.11	Locks Replacement Locks, keys and windows replacement following a theft or burglary	3,000	5,000	6,000	3,000	6,000
1.12	Money	2,500	3,000	3,000	Not A	Applicable
1.13	Personal Accident					
	Insured Person (aged over 18 TO under 70)	50,000	50,000	50,000		
	Insured Person (aged 18 or under 18 OR aged 70 or over 70)	25,000	25,000	25,000	Not /	Applicable
	Loyalty reward after first policy year				NOCA	ърнсавте
	Insured Person (aged over 18 TO under 70)	100,000	100,000	100,000		
	Insured Person (aged 18 or under 18 OR aged 70 or over 70)	50,000	50,000	50,000		
1.14		50,000	50,000	50,000	Not A	Applicable
1.15	Removal of Debris	10	% of the adjusted l	oss	10% of th	e adjusted loss
1.16	Replacement Cost of Credit Cards / Personal Documents	2,000	2,500	2,500	Not A	Applicable
1.17	Temporary Removal	50,000	60,000	70,000	30,000	50,000
	per item	10,000	10,000	10,000	10,000	10,000
	For the purpose other than cleaning, repairing or maintenance and exclude Valuables	Not Ap	plicable	35,000	Not A	Applicable
	per item			5,000		
1.18	·	50	0,000 (5,000 per ite		50,000 (5	,000 per i

# Sum Insured Table (HKD)

Identity	Owner (sel	f-occupied) / Occupi	Landlord (renting out)			
Plan	Plan 1	Plan 1 Plan 2 Plan 3			Plan 4 Plan 5	
Benefits	р	Maximum limit per policy year (HKD)			num limit y year (HKD)	
1.19 24-Hour Home Assistance Hoteline Service						
<ol> <li>Electrician referral</li> <li>Plumber referral</li> <li>Locksmith referral</li> <li>House Call / Dental referral</li> <li>Baby-sitting / Home Nursing referral</li> <li>Pest Control / Cleaning Services referral</li> <li>General repair on household items referral</li> <li>Local domestic helper referral &amp; overseas domesting helper advisory service</li> <li>Air-conditioner engineer referral</li> <li>Medical service provider referral</li> <li>Free legal / arbitration referral service for property sale / lease dispute</li> </ol>		Free			Free	
Excess for Section 1						
Desktop / laptop / tablet computer		500		Not A	pplicable	
Brittle Item		500				
Landslip and Subsidence		10,000 or 10% of loss whichever is the greater			r 10% of loss r is the greater	
Water Damage	R	Refer to policy schedule		Refer to policy schedule		
Section 2 - Liability to Third Party		10,000,000			10,000,000	
Additional Benefits						
2.1 Tenant's Liability to the Building Rented (applicable if you are Tenant)		Cover		Not Applicable		
2.2 Independent Contractor's Liability		Cover		Cover		
Maximum contract value for Plan 1 & 4: 100,000; Plan 2, 3 & 5: 200,000						
Excess for Section 2	R	tefer to policy schedule	2	Refer to p	olicy schedule	
Section 3 - Loss of Rent						
Loss of Rent (up to 3 months)				60,000	90,000	
per month	ı	Not Applicable			30,000	
Excess for Section 3					First 2 weeks	
Optional Benefits						
Section 4 - Worldwide Personal Belongings (Optional)		30,000				
a. Valuables per item		5,000				
b. Money		2,500				
c. Unauthorized Use of Credit Cards		10,000		Not A	pplicable	
d. Replacement cost of Personal Documents		1,500				
For the same loss cannot claim under both Section 1 and 4						
Section 5 - Fixtures & Fittings by Ex-property Owner or Property Developer (Optional)						
a. 200,000					aliandal a	
b. 500,000		Applicable		Арі	olicable	
c. 1,000,000		, ipplicable		Not Applicable	Applicable	
Excess for Section 5	Sam	Same as Excess for Section 1 - Home Contents			ess for Section 1 - Contents	

# Sum Insured Table (HKD)

Identity	Owner (self-	Owner (self-occupied) / Occupier /Tenant			(renting out)	
Plan	Plan 1 Plan 2 Plan 3		Plan 4	Plan 5		
Benefits	ре	Maximum limit per policy year (HKD)			Maximum limit per policy year (HKD)	
Section 6 - Top-up Section 2 - Liability to Third Party (Optional)						
a. Upgrade Section 2 - Liability to Third Party to 15,000,000 in total		Applicable		And	olicable	
b. Upgrade Section 2 - Liability to Third Party to 20,000,000 in total	- Applicable			Арі	dicable	
Excess for Section 6	Same as Excess for Section 2 - Liability to Third Party				Same as Excess for Section 2 - Liability to Third Party	
Section 7 - Building Insurance (Optional)	Reinstatement cost <up 200="" million="" to=""></up>			Reinstatement cost <up 200="" million="" to=""></up>		
Removal of debris	5%	of Reinstatement	cost	5% of Reinstatement cost		
Architects', surveyors', consulting engineers', legal and other fees	5% of Reinstatement cost		5% of Reinstatement cost			
Additional cost of reinstating the Buildings		Cover		Cover		
Landslip and Subsidence		Cover		Cover		
Excess for Section 7						
Landslip and Subsidence	wl	10,000 or 10%, hichever is the grea	ter	10,000 or 10%, whichever is the greater		
Water Damage		3,000		3	3,000	
Section 8 - Top up Section 3 - Loss of Rent (Optional)						
a. 120,000 in total, 40,000 per month (maximum 3 months)			Арі	blicable		
b. 180,000 in total, 60,000 per month (maximum 3 months)	Not Applicable		Not Applicable	Applicable		
Excess for Section 8				First 2 weeks		

Explanatory notes of the above Sum Insured Table:

- 2 The "sum insured" for each benefit is specified under the heading "Maximum limit per policy year".
  2 All figures are in HKD.
  3 Unless otherwise specified, the "sum insured" for a benefit is maximum limit of Our liability in the aggregate for all claims of the benefit per period of insurance.

Summary of the relevant Section(s) covering the items or liability based on different identity of the policyholders (i.e. Insured). For details, please refer to the terms and conditions of the Policy.

	Ide	ntity
	Owner (self-occupied) / Occupier / Landlord (renting out), not being tenant / tenant' s Family	Tenant (or his Family)
Fixtures & Fittings		
Provided by SELF (put in by You and / or Your Family member or any one for You / Your Family member)	Section 1 Home Contents	Section 1 Home Contents
Provided by ex-property owner OR property developer	Cover under optional benefits of (1) Building insurance (Section 7) or (2) Fixtures & Fittings by ex-property owner or property developer (Section 5)	Section 2 Liability to Third Party 2.1 Tenant's liability
Provided by Landlord	Not Applicable	Section 2 Liability to Third Party 2.1 Tenant's liability
Furniture		
Provided by SELF (put in by You and / or Your Family member or any one for You / Your Family member)	Section 1 Home Contents	Section 1 Home Contents
Provided by ex-property owner OR property developer	Section 1 Home Contents	Section 2 Liability to Third Party 2.1 Tenant's liability
Provided by Landlord	Not Applicable	Section 2 Liability to Third Party 2.1 Tenant's liability
Electrical Domestic Appliances		
Provided by SELF (put in by You and / or Your Family member or any one for You / Your Family member)	Section 1 Home Contents	Section 1 Home Contents
Provided by ex-property owner OR property developer	Section 1 Home Contents	Section 2 Liability to Third Party 2.1 Tenant's liability
Provided by Landlord	Not Applicable	Section 1 Home Contents if domestic use and stated in tenancy agreement (except Section 1.9 - Household Removal; Section 1.10 - Landslip and Subsidence and Section 1.17 - Temporary Removal)

### Illustration

If I am a tenant, my landlord put in an air-conditioner in the Home I rented. The air-conditioner is listed in the tenancy agreement. The accidental damage of this air-conditioner can be covered under Section 1: Home Contents.

 End of Policy	

### How to Make a Claim

### You should

- 1 Check that the cause of the Injury, Accident or loss is covered. The Policy contains details of what is covered and excluded and how claims are settled.
- 2 Follow the Conditions on page 3 to 5 of this jacket.
- 3 Complete the claim form obtainable from The Company.
- 4 Take photographs of the damaged items and obtain estimates as soon as possible for repairs or replacements. We should be given an opportunity of inspecting the damage and approving the estimates before permanent repairs are commenced.

However, any temporary repairs that are needed to stop further damage should be arranged by You and done immediately, but You should retain the bills as the cost may form part of Your claim.

You should report the loss to the police or other authorities as necessary.

- 5 In connection with any Injury, Accident or loss which may give rise to a claim under the Policy it is most important that You
  - a) Tell Us and provide full details in writing as soon as possible
  - b) Send Us any writ, summons or other legal document

### We will

- 1 Where necessary, arrange for someone to call as soon as possible. This person will be one of our staff or any person instructed by Us.
- 2 In other cases let You know if We need any more information.

Important - Please follow these guidelines as they will assist Us in processing Your claim.

Please always state Your Policy reference and/or claim number in all communications.

Should You have any query or need further advice please call Us on (852) 2523 3061.

Once Your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

# PERSONAL INFORMATION COLLECTION STATEMENT

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("Purposes"), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group ("our affiliates") or our business partners (see "Use and provision of personal data in direct marketing" below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5 detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6 evaluating your financial needs;
- 7 designing products/services for customers;
- 8 conducting market research for statistical or other purposes;
- 9 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11 conducting identity and/or credit checks and/or debt collection;
- 12 complying with the laws of any applicable jurisdiction;
- 13 carrying out other services in connection with the operation of the Company's business; and
- 14 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- The following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and correction of personal data". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer AXA General Insurance Hong Kong Limited 5/F AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

# **Caring for Our Customers**

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard You would expect Us to meet, the procedure below explains what You should do

- · Your first point of contact should always be Your insurance agent or broker. Alternatively, You may submit Your feedback to the AXA Manager in charge of the matter You are raising.
- · If, following contact with the above, You feel that You require further assistance then please write to Us:

AXAGI – CCGM, PO Box 94, General Post Office, Hong Kong

We value your feedback which will help us serve you better. We assure you that we will handle every complaint fairly and promptly.

An acknowledgement that Your complaint has been received will be sent to You within two working days following which Your complaint will be investigated.

• AXA General Insurance Hong Kong Limited is a member of the Insurance Complaints Bureau.

If Your complaint concerns an insurance dispute and after following the above procedure Your complaint has not been resolved to Your satisfaction, You may write to the Insurance Complaints Bureau at the following address

Insurance Complaints Bureau 29/F, Sunshine Plaza 353 Lockhart Road Wanchai, Hong Kong

If the Insurance Complaints Bureau decides that our handling of Your claim has been unreasonable or technically incorrect, their decision is binding on Us by the terms of an agreement We have signed.

Important – Please remember to quote Your Policy reference in any communication.

Note: All amounts are in Hong Kong Dollars.

# **Customer Service Hotline:**

Please keep this policy in good order. Should You have any enquiries, please contact Your insurance agent or broker or call Us on:

- (852) 2867 8688 for policy coverage enquiries
- (852) 2867 8555 for claims enquiries

Hotline Office Hour: Monday to Friday 9:00am - 1:00pm, 2:00pm - 5:30pm (except Public Holidays)

# 「卓越」豐盛優居樂

附錄於保險保單並構成其一部份的保單保障範圍

歡迎選用安盛保險有限公司的「卓越」豐盛優居樂保險計劃。

您的保單包含下列文件:

投保書

本保單的保單內文

承保表

您的承保表顯示下列詳情:

您投保的項目詳情 保險期 保額/金錢限額

保額/並錢限額 任何可能適用於您的保單的特別承保條款

您繳交承保表內所述的保費後,倘若您於保險期內在香港任何地方(承保表另有規定者除外)發生意外、遭受損失或損毀,我們將會向您提供計劃以下各頁數所述及 如承保表內所述您已選擇的分節的保障。

請閱讀本保單內文及您的承保表,以確保您知悉所獲提供的保障範圍。

若您需要更多保障或不同的保障範圍,請諮詢您的保險代理或經紀或安盛保險有限公司。

# 定義

音外

保單內某些詞語具有特別涵義。這些詞語在本保單內任何部份使用時均具相同涵義。有關詞語的涵義已列於下文,或於適當分節的開首處作出界定。

4 **-** 4 - 1 -

在保險期內突然發生而不可預見及意料之外的事件,但必須是造成受傷或財產損失或損毀的唯一原因。

多層住宅大廈

在一所樓宇內的單一或多個樓層的獨立單位,即一個被佔用的房間或一組相連房間。

申請人

申請本保單的受保人。為免生疑問,「申請人」一詞不包括聯名受保人或聯名申請人。

樓宇

承保表內顯示的您的居所結構 (例如牆壁、天台及地板) 及包括下列部份 (若它們構成物業的一部份):

- i. 住宅用溫室、硬地網球場、游泳池、天井、小徑、車道、圍牆及花園圍牆、閘門、樹籬及圍欄;
- ii. 前物業擁有者或發展商或任何人士為他們放置或遺留於居所的裝置及設備。為清晰起見,該等裝置及設備 不包括居所現任業主(自住)或業主(出租)或其家屬或任何人士為他們放置或遺留的裝置及設備。

以上所述必須在承保表所示的受保地點,而您須為其負上法律責任。

您可能不確定如果您或您的家屬是居所的現有業主(即您或您的家屬擁有居所的土地財產),您或您的家屬放置的裝置及設備是否獲得保障。或若您是租客,您可能不確定您的業主放置的裝置及設備是否獲得保障。請注意根據本保單的條款及細則,上述這些裝置及設備獲得第一節-「家居財物」及第二節-「第三者責任」2.1分節所保障。

總工程費

涉及處所改動及/或加建工程的項目的總費用,包括獨立承判商費用、樓宇建築物料成本,以及裝置及設備成本。

家用電器

您及/或您的家屬擁有存放於居所的家用電器,例如電視、雪櫃、洗衣機、熱水爐、供暖設備、冷氣機、照明、內置或獨立式煮食爐或烤爐等,不論這該等物品是否安裝在牆壁、天花板或地板上。對於您及/或您的家屬作為租客租用的居所,「家用電器」一詞亦包括與居所有關的租約內明文包括的業主家用電器。「家用電器」不包括以下各項:桌面及手提電腦、手提音響/視頻播放機,手提數據設備、電子手賬或個人數據助理;流動或手提電訊設備、手提電話及傳呼機。

自負額

在每宗賠償中,您就任何一項起因導致的損失或連串損失所須支付的金額。

裝置及設備

在您的居所裝設並構成其結構一部份的室內裝飾項目,包括但不限於門、窗、牆面覆蓋物、浴室套件、有固定設備的廚房、入牆衣櫃、入牆櫥櫃、地板和定製地毯,但不包括:(a)家用電器,及(b)任何排水渠、水管、電纜及/或電線。

家居財物

您及/或您的家屬或任何人為您及/或您的任何家屬放置的裝置及設備、傢具、桌面電腦、手提電腦、平板電腦、家用電器、貴重物品及個人物件。為免生疑問,「家居財物」一詞不包括居所前物業擁有者或發展商或任何人士為他們放置或遺留的裝置及設備,不論它們是否明文已包括在居所的價格或租金之內。

家居財物保額

您承保表第一節顯示的保額。

居所

承保表顯示的私人住所及只作家居用途並構成物業一部份的任何車房或附屬建築物。為清晰起見,您或您的家屬擁有或佔用的泊車位若在承保表的「風險詳情」一節明文列作「風險情況」的一部份,但非位於您的居所範圍之內,亦作屬於您的居所的一部份。居所只可以是多層住宅大廈或獨立洋房。

### 24小時家居支援熱線服務

- 電工,水管工人,鎖匠轉介
- 家中診症/牙科治療轉介
- 保姆/家庭看護轉介
- 滅蟲/家居清潔服務轉介
- 家居物品普通維修轉介
- 本地家庭僱傭轉介及海外家庭僱傭諮詢服務
- 冷暖空調工程師轉介
- 醫療服務提供者轉介
- 物業出售/租務糾紛的免費法律/仲裁轉介服務

安盛保險有限公司「卓越」豐盛優居樂

AXA 安盛

24小時家居支援熱線服務

如需緊急支援,請致電(852)28511990

**香港** 香港的地域範圍。

**獨立洋房** 任何不高於四層的樓宇。「獨立洋房」只包括以下種類:(a)屋苑洋房,是指位於設有閘門、附設24小時保安員

服務的屋苑內的洋房;(b)非屋苑洋房,是指並非位於設有閘門、附設24小時保安員服務的屋苑內的洋房;(c)村屋,是指由原居民根據香港政府於1972年實施的《新界小型屋宇政策》建造的村屋,俗稱「丁屋」。

**受傷** 直接及完全因外在暴力及可見的方式造成而與所有其他因由無關的意外所導致的身體損傷。

金銭 全部基於社交及家居用途而持有的現金、支票、匯單、銀行匯票、旅行支票、儲蓄印花及證明書、溢價債券、

郵票、禮券、交易印花。

**位於戶外的財產** 戶外傢具、裝飾、雕像及其他通常位於或放置於戶外的類似物品,於有關意外損失或損毀發生時,這些物品須

事實上放在戶外。

配偶根據結婚所在國家的法律合法結婚的同性或異性配偶。

**保額表** 載於本保單接近結尾的保額表。 **無人居住** 並非由您或您授權的人士所居住。

獎章收藏品。

我們/我們的/承保公司/本公司 安盛保險有限公司。

您的家屬 您及您的直系親屬,條件是您的直系親屬須與您同住,其包括:配偶、伴侶、子女(包括領養及寄養子女)、兄

弟姊妹及父母。這裏「伴侶」是指「與受保人以等同於婚姻的關係一起生活的人,不論同性或異性」。

意指男性的詞語及字句亦包含女性及中性意思在內。

單數詞語及字句包含複數含義;複數詞語及字句亦包含單數含義。

標題及保額表有助解釋保障範圍及不受保範圍。

# 24小時家居支援熱線服務

- 電工,水管工人,鎖匠轉介
- 家中診症/牙科治療轉介
- 保姆/家庭看護轉介
- 滅蟲/家居清潔服務轉介
- 家居物品普通維修轉介
- 本地家庭僱傭轉介及海外家庭僱傭諮詢服務
- 冷暖空調工程師轉介
- 醫療服務提供者轉介
- 物業出售/租務糾紛的免費法律/仲裁轉介服務

安盛保險有限公司「卓越」豐盛優居樂

24小時家居支援熱線服務

如需緊急支援,請致電(852)28511990



### 條款(適用於整份保單)

### 1 預防措施

您必須

- · 採取所有合理預防措施以防止意外及損失
- 導從所有法定責任

### 2 賠償

若有任何意外,導致您遭受損失或損害、受傷或需負責任,而可能導致賠償,您必須

- 自受保事件起計31天內向我們發出書面通知
- 立刻將任何法庭頒發的令狀或傳票送交我們及盡快將任何信件、賠償或其他文件送交我們
- 立刻通知我們任何即將提出的檢控、研訊或死因研訊
- · 向我們提供我們合理要求提供的證明書、資料及其他文件,有關費用須由您或代表您的任何人士支付

### 您絕對不應

· 承認或否認別人針對您而提出的任何賠償或與他們達成任何協議。

我們有權以您名義代表您商議、和解或抗辯任何有關賠償。我們亦可運用您在法律上擁有的任何追討權利。

### 我們有權要求

- · 就非致命的受傷事件,由我們委派醫療諮詢人進行檢查
- 就死亡事件,進行屍體檢驗

### 3 取消保單

我們有權給予您七天書面通知取消保單,通知會以掛號信郵寄到您最後告知我們的地址。我們將會就未屆滿的保險期按比例退還部份保費,而有關最低保 費的條款第15條將不適用。

您亦可隨時給予我們七天書面通知取消保單。若在本保單取消之前從未發生或索取賠償,我們將會就未屆滿的保險期按比例退還部份保費,而退還保費須受有關最低保費的條款下第15條規限。

### 4 我們的追討權利

若我們需依法例規定賠付一筆款項,而如非有關法例,我們並無責任賠付該筆款項,您必須將有關款項付還我們。

### 5 欺詐行為

若您或任何代表您的人士在知情下根據保單提出虛假賠償,或欺詐性的誇大賠償,或在支持文件中作出或使用任何虛假聲明,或您或任何代表您的人士使 用任何欺詐方式或手段圖謀本保單的任何利益,我們不會賠償有關賠償,保單提供的所有保障亦會被取消。

### 6 仲裁

因本保單引起或與之相關的任何爭議、糾紛、分歧或賠償(包括本保單的存在、有效性、詮譯、履行、違反或終止,或因本保單引起或與之相關的任何 有關非合約性責任的爭議)須提交香港國際仲裁中心按照在提交仲裁通知時有效的香港國際仲裁中心規則進行機構仲裁,並由香港國際仲裁中心作最終決 定。

本仲裁條款適用的法律為香港法。

仲裁地須為香港。

仲裁員人數須為一名。仲裁程序須以英語進行。

若我們就本保單下的任何賠償拒絕我們對您的責任,而該賠償未有於拒絕日期起計12個曆月內根據本保單的條文提交仲裁,則該賠償須就所有目的而言被 視為已被放棄,其後不得根據本保單追討。

### 7 其他保險(不適用於第一節1.13分節)

若本保單保障的任何損失或損害發生時,有任何其他有效的保險保障該損失或損害或該損失或損害的任何部份,本公司將不會賠償或分擔超出按比率數額 計算下本公司應支付的任何該等損失或損害的金額。若在上述該損失或損害發生時,有任何其他有效保險或有關財產的任何部份受到任何比例分攤條款規 限,則本保單為有關財產提供的保障亦同樣受到該比例分攤條款規限。

### 8 續保

我們無必定義務接納任何續保保費或通知您任何即將到期的續保保費。

### 9 通知更改您的情況

在本保單有效期內,您必須以書面盡快通知我們您有關任何可能影響本保險的情況更改,包括但不限於:(a)您使用居所的身份更改 (即不論您是業主 (自住)、 佔用人、租客或業主 (出租)),(b)您永久搬遷,不再在居所居住,或(c)情況發生變化,令損失、損毀或法律責任的可能性增加。本公司保留權利根據您使用居 所的身份變化調整保費及/或修訂本保單的條款及細則。

### 10 司法管轄權限

本公司無須就香港以外的法院宣告或從香港以外的法院取得的任何判決負上責任。再者,本保單的彌償並不適用於為強制執行於其他地方取得的判決而在 香港取得的判決或命令。

### 11 合約(第三者權利)條例

任何不是本保單某一方的人士或實體,不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保單的任何條款。

### 12 錯誤描述

若受保人或任何代表受保人的人士對本保單所保財產或置存該財產的任何樓宇或地方或本保險所指的業務或處所作出任何關鍵性的錯誤描述,或對用以估計風險的任何重要事實作出失實陳述或漏報,根據本保單,本公司對有關錯誤描述、失實陳述或漏報所影響的財產概不負責。

### 13 代位求償

本保單的任何申索人須就本公司自費要求行使關於本公司按照本保單在支付賠款或把任何損失或損毀恢復原狀之後而得的代位求償權利,同意及協助本公司向第三者追償或追究責任的一切必需或合理行動,不論本公司在賠償以前或以後提出要求,申索人均應同意辦理或允許本公司辦理。

### 14 自負額

就適用本保單的所有其他條款及細則(包括任何比例分攤條款)後確定的每項損失而言,本保單不承保於承保表及/或本保單內文所述的自負額。

### 15 本保單的最低保費為500港元。

### 16 申請人的聲明、保證及承諾

若有超過一名受保人,申請人謹此向本公司聲明、保證及承諾:(a)申請人已獲所有其他受保人正式授權代表他們行事,以申請、更改、管理、終止或檢討 (如有需要) 本保單,及/或接收有關本保單的通知的送達及法律程序;及(b)申請人為本公司需要就本保單作出通知的唯一人士,而本公司無須通知其他受 保人。所有受保人均同意申請人的上述聲明、保證及承諾。

### 17 退還保費

即使任何其他條文另有規定,但若本公司須退還任何保費,則退款應退還給申請人。

### 18 賠償付款

倘若申請人或受申請人指示為收款人的任何第三者向本公司提供任何責任免除書,確認收訖根據本保單支付的賠償,則須被視為本公司已完全及最終解除 所有責任。

# 一般不受保項目(適用於整份保單)

### 1 我們不會就下列情況作出賠償

- i. 因海關、或其他官員或機關的充公或扣留而引致或引發任何損失、損毀或責任;
- ii. 因戰爭、侵略、外敵行為、敵對行為(無論有否宣戰)、內戰、叛亂、革命、起義、軍權或政權篡奪、暴亂或民眾騷亂而引致或發生的意外、受傷、疾病、損失或責任;
- iii. 因由一名或多名人士代表任何組織或與其有關連所作出恐怖主義行為而引致或發生的損失、損毀或責任;
- iv. 直接或間接因下列情況而導致或促成或引起的任何財產的損失或損毀,損失或開支,或相應而生的損失,或法律責任:
  - a) 核武器物料;
  - b) 電離輻射,或任何核能燃油或由燃燒核能燃油產生的任何核廢料所釋出的輻射污染。僅就本不受保項目iv.而言,燃燒須包括自發的核子分裂;
- c) 核子反應、核子輻射或輻射污染,不管是否有其他同時或按任何其他次序促成有關損失的成因;
- v. 居所違例結構的任何損失或損毀,或因居所違例結構引起的責任;
- vi. 分租及/或分拆的任何居所引致或發生的損失、損毀或責任;
- vii. 任何原因不明的實質損失或損毀或神秘消失;
- viii. 承保表及/或本保單內文所示的自負額;
- ix. 並非獨立洋房或多層住宅大廈的任何居所引致或發生的損失、損毀或責任;
- x. 在您申請本保單之前發生的意外、損失、損毀或責任。

### 2 戰爭及內戰除外條款

本保險不承保受保人及/或其家屬因下列情況直接或間接引起、出現或導致的損失或損毀而需承擔的任何責任:戰爭、侵略、外敵行為、敵對行為或類似戰爭行動(無論有否宣戰)、內戰、叛變、民眾起義、兵變、起義、叛亂、革命、軍權或政權篡奪、軍法統治、任何政府或公共或地方機關對財產實施或頒令將其充公或收歸國有或徵用或毀壞或損毀。

### 3 恐怖主義除外情況批單

儘管本保險內或其任何批單內有任何相反的規定,雙方同意本保險的保障範圍並不包括任何恐怖主義行為直接或間接導致、引致或相關的任何性質的損失、損毀、費用或開支,不管是否有其他同時或按任何其他次序促成有關損失的成因或事件。

就本批單而言,恐怖主義行為是指任何人或群體,不論是單獨行事,還是代表或聯同任何組織或政府行事,為達到政治、宗教、意識形態或類似目的,包括意圖影響任何政府及/或令公眾或任何公眾階層恐懼而作出的行為,包括但不限於使用武力或暴力及/或威脅使用武力或暴力。

本批單亦不包括直接或間接因任何為控制、防範、遏止任何恐怖主義行為或與任何恐怖主義行為有關而採取的行動而造成、導致或與該些行動有關的任何性質的損失、損害、費用或開支。

若本公司辯稱基於此項除外情況的條文,任何損失、損毀、費用或開支不被本保險承保,受保人須負責提出相反證據。

倘若本批單的任何部份被發現無效或不能強制執行,其餘部份將仍然維持全面有效。

### 4 污染及玷污除外條款

本保險不承保任何因污染及玷污而引致的損失,惟受下列原因而對受保財產造成的毀壞或損毀除外(除非已聲明不納入承保):

- a) 因受保風險導致受污染或玷污
- b) 因污染或玷污導致受保風險
- c) 與棄置或傾倒廢物或廢料有關的任何責任亦不承保。

# 5 電子數據批單B (資訊科技/網絡風險澄清條款) (NMA 2915)

i. 電子數據除外條款

儘管本保單內或其任何批單內有任何相反的規定,雙方明白及協定如下:

a) 本保單不承保因任何成因(包括但不限於電腦病毒)而導致的電子數據遺失、損毀、毀滅、扭曲、刪除、損壞或改動,或由此而導致任何性質的無法使用、功能下降、費用、開支,不管是否有任何其他同時或按任何其他次序促成有關損失的成因或事件。

電子數據是指轉化為一種可供電子及電子機械數據處理設備或電子控制設備使用的一些事實、概念及資料,包括用作處理及使用數據或指示 及操作該等設備的編碼程式、軟件及其他密碼指令用作通訊、詮釋或處理。

電腦病毒是指透過任何性質的電腦系統或網絡自行傳播的錯誤、有害或其他未經授權的指令或編碼,包括一套透過編碼程式或其他方式惡意 採用的未經授權的指令或編碼。

電腦病毒包括但不限於「木馬」、「蠕蟲」及「定時或邏輯炸彈」。

b) 但倘若任何上述a)段描述的事宜導致以下列明風險,在不抵觸本保單所有條款、條件及除外情況的規限下,本保單的保障將包括在本保單生效期間因列明風險直接對本保單的受保財產造成的實質損毀。

列明風險:火災,爆炸

### ii. 電子數據處理媒體價值評估

儘管本保單內或其任何批單內有任何相反的規定,雙方明白及協定如下:

倘若本保單承保的電子數據處理媒體遭受本保單承保的實質損失或損毀,該媒體的價值評估應以該空白媒體的費用及從備份或前一代原件複製有關電子數據的費用相加的總和作為基礎。這些費用將不包括該等電子數據的研究及工程費用,亦不包括再創作、搜集或組合該等電子數據的費用。若不維修、不更換或不修復該媒體,則應以該空白媒體的費用作為評估其價值的基礎。

即使不能再創作、搜集或組合該等電子數據,本保單亦不承保任何有關該等電子數據對受保人或任何其他人士所具價值的金額。

倘若在任何賠償訴訟或其他法律程序中,本公司辯稱基於以此除外情況的條文,任何損失或損毀或責任不被本保單承保,受保人必須負責提出證據,證明 該些損失或損毀或責任受本保單承保。

### 6 制裁責任限制及除外條款

保險人不得視為提供任何保險,及不會承擔任何賠償或提供任何利益之責任,若就所提供的保險及支付任何賠償款項或利益責任可能使保險人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁,或違反歐盟、英國或美國的法律或法規。

# 我們如何支付賠償

### 適用於第一節 - 「家居財物」及第四節 - 「全球個人財物」(自選保障)

我們將有權選擇支付現金作為有關損失或損毀的賠償,或維修、重置或更換已損失或損毀的財產。

### 1 相配的組合及套件

相配的一組物件、一套傢具、衛生設備或其他浴室裝置的其中一件物件,均會被視為一件單一物件。我們會向您賠償個別損毀物件,但不會賠償該損毀物件所屬的一組或一套物件的其他沒有損毀的物件。

### 2 「舊換新」保障

您的保單保障會以舊換新的方式(而非高於原有質素)賠償家居財物的意外損失或損毀,即以質素/功能與原有損失/損毀物品相若但並非較佳的同類新物品替換,但會從賠償額扣減衣服、皮草、鞋履、家居日用織品、窗簾及傢具裝飾品的正常使用所造成的損耗。若由於市面上不再提供相同或類似型號,而新的替換品質素/功能必須高於原有損失/損毀物品,我們允許根據下文第3條「以較佳物品賠償」。

### 3 以較佳物品賠償

- a) 於釐定損失或損毀物品的價值時,我們將參考於賠償當時市面上相同或類似型號,而質素/功能並非比原有損失/損毀物品較佳的新物品(「非較佳物品」)。
- b) 若由於科技或產品進步,市面上不再提供任何非較佳物品,我們將參考賠償當時市面上最接近現有型號的市場價格,並按照與現有型號相比之損 失或損毀物品的「改善」比例,於其市場價格扣減某一百分比。
- c) 「改善」是指以百分比表示現有型號的功能或質素相比損失或損毀物品的型號較佳的估計程度。
- d) 在此情況下,我們有權絕對酌情釐定「改善」百分比。

# 適用於第七節 - 「樓宇保障」(自選保障)

若維修或重置,賠償額將不會被扣減正常使用造成的損耗,惟您必須保持樓宇的狀況良好,並須定期進行適當維修。

# 第一節 - 家居財物

### 保障範圍

我們將就以下在您的居所內屬於您及/或您的家屬的家居財物的意外損失或損毀作出賠償,最高賠償額為(a)每個保險期的總累積賠償額(包括所有種類的家居財物),及(b)如以下按面積劃分的保額表所示,每件物品的最高賠償額(不適用於貴重物品、桌面電腦、手提電腦及平板電腦),除非承保表內另有訂明。次限額適用於下文 a)及 b)所述的貴重物品、桌面電腦、手提電腦及平板電腦。

就您及/或您的家屬作為租客租賃的居所而言,上段「屬於您及/或您的家屬的家居財物」一詞須詮釋為亦包括與居所有關的相關租約內明文包括的相關業主的家用 電器。

# 第一節 - 家居財物 每個保單年度的最高賠償額(每項限額)(港元)

		業主(自住)/佔用人/租客			業主(出租)		
建築面積 (平方呎)	實用面積 (平方呎)	計劃1	計劃2 計劃3		計劃4	計劃5	
500 或以下	400 或以下	750,000 (75,000)	1,000,000 (100,000)	1,250,000 (125,000)	300,000 (15,000)	500,000 (20,000)	
501 - 700	401 - 560	750,000 (75,000)	1,000,000 (100,000)	1,250,000 (125,000)	300,000 (15,000)	500,000 (20,000)	
701 – 900	701 – 900 561 - 720		1,250,000 (125,000)	1,800,000 (180,000)	300,000 (15,000)	500,000 (20,000)	
901 - 1,200	721 - 960	1,000,000 (100,000)	1,250,000 (125,000)	1,800,000 (180,000)	300,000 (15,000)	500,000 (20,000)	
1,201 - 1,500	961 – 1,200	1,250,000 (125,000)	1,500,000 (150,000)	2,000,000 (200,000)	500,000 (20,000)	1,000,000 (50,000)	
1,501 - 2,000	1,201 – 1,600	1,250,000 (125,000)	1,500,000 (150,000)	2,000,000 (200,000)	500,000 (20,000)	1,000,000 (50,000)	
2,001 - 2,500	1,601 – 2,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	承保表所列		
2,501 - 3,000	2,001 – 2,400	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)			
3,001 - 5,000	2,401 – 4,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)			

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### 第一節 - 家居財物 每個保單年度的最高賠償額(每項限額)(港元)

		業	主(自住)/佔用人/租	業主(出租)		
建築面積 (平方呎)	實用面積 (平方呎)	計劃1	計劃2	計劃3	計劃4	計劃5
1,200 或以下	960 或以下	1,000,000 (100,000)	1,750,000 (175,000)	2,000,000 (200,000)	500,000 (30,000)	1,000,000 (50,000)
1,201 - 2,000	961 - 1,600	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	500,000 (30,000)	1,000,000 (50,000)
2,001 - 3,000	1,601 – 2,400	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	- 承保表所列	
3,001 - 5,000	2,401 – 4,000	1,500,000 (150,000)	1,750,000 (175,000)	2,000,000 (200,000)	手 <sup>门木</sup>	ניל וו <i>י</i> ל

舉例來說,如您選擇計劃1,而您的居所的建築面積為3,001至5,000平方呎(或實用面積為2,401至4,000平方呎)的獨立洋房,(a)家居財物(包括但不限於貴重物品、 桌面電腦、手提電腦及平板電腦)的意外損失或損毀的總累積賠償額為1,500,000港元,及(b)每件物品的最高賠償額(除貴重物品、桌面電腦、手提電腦及平板電腦 外)為150,000港元。貴重物品、桌面電腦、手提電腦及平板電腦的項目賠償限額載於下文 a) 及 b)。

在本保單內,「實用面積」一詞具有香港法例第621章《一手住宅物業銷售條例》所賦予的涵義。 上表的「建築面積」一詞指「總樓面面積」。

我們將就以下置於您的居所內屬於您及/或您的家屬的貴重物品、桌面電腦、手提電腦或平板電腦這些家居財物的意外損失或損毀作出賠償,最高賠償額為(a)每個保 險期的總累積賠償額,及(b)如下文所述每件物品的最高賠償額。

### 貴重物品(計劃4及計劃5除外) a)

我們在每個保險期內就貴重物品意外損失或損毀須負責的總累積賠償額為600,000港元或您的家居財物保額的三份之一,以較低者為準。有關每件物品的最 高賠償額,請參閱保額表。就計劃4及/或計劃5而言,我們不會就貴重物品的意外損失或損毀作出賠償。

### b) 桌面電腦/手提電腦/平板電腦(計劃4及計劃5除外)

有關每件物品的最高賠償額,請參閱保額表。不論這些物品屬何種類,我們於任何保險期內以一項物品為限,而所有物品的賠償額以總累積賠償額為限。就 計劃4及/或計劃5而言,其中我們不會就桌面電腦/手提電腦/平板電腦的意外損失或損毀作出賠償。

### 適用於b)的不受保範圍

本保障不承保以下因故障或電力或機械故障而造成的損失或損毀:

- 媒體或軟件;
- 因受保人或其家屬蓄意行為或恣意破壞造成的損失或損毀。

### 第一節的額外保障

### 1.1 維修期間引致的捐毀

在您的居所進行改動、維修或內部裝修期間,本保單提供的保障仍然生效,惟有關工程的總工程費不可超過100,000港元(計劃1)及200,000港元(計劃2、計劃3、計劃4及計劃5)

### 1.2 臨時居所(計劃4及計劃5除外)

若您的居所因本保單保障的意外損失或損毀而導致不能居住,我們會賠償您臨時居所的合理費用;在您的居所不宜居住期間,每天最高賠償額為1,500港元。

就每個保險期,我們支付的總累積賠償額不會超過90,000港元。

### 不受保範圍

若您的居所非因本保單保障的風險造成的居所裝修而導致不宜居住,本保障不承保任何費用。

### 伸展保障

### 颱風暫避

如因懸掛八號颱風或以上或黑色暴雨警告訊號,導致居所超過連續六小時暫停食水或電力供應,或並無電梯服務到達您的居所樓層,我們將就臨時住宿及膳食津貼的合理費用作出賠償,以保額表所列的賠償限額為限。

### 不受保範圍

上述伸展保障不承保:

- a) 並無安排臨時住宿的膳食津貼費用;或
- b) 臨時住宿並非於上述服務暫停期間開始使用,以及膳食津貼並非於暫停服務後24小時內享用。

### 1.3 建築師、測量師及顧問工程師費用

本保單的保險保障伸展至包括在居所毀壞或損毀後進行指定重置工程時引致的建築師、測量師及顧問工程師費用的必要支出,但非為任何賠償準備工作的費用,雙方明白到支付該費用的金額將不超過根據英國皇家建築師學會專業收費表及/或皇家特許測量師學會專業收費表及/或顧問工程師協會 (視情況而定) 或其等同的本地機構所確認的收費,並最高以您的家居財物保額5% (百分之五) 為限。

您不可就同一項損失或損毀同時根據本節 1.3 分節及第七節索取賠償。

### 1.4 保額自動還原(只適用於家居財物)

倘若損失或損毀可根據本保險作出追討,如本公司或您沒有向對方發出相反意見的書面通知,在您支付我們要求的適當額外保費後,本保單在您的家居財物的保額將須立即復效。

### 1.5 易碎物品(計劃4及計劃5除外)

除非在承保表中另有訂明,否則我們在每個保險期就玻璃器皿、瓷器、陶器或石頭或其他亦是以易碎物料製造的物品的意外損失或損毀所支付的賠償以保額 表所列的總額為限。

### 計劃2及計劃3的伸展保障

我們將就未開瓶的酒類的意外損毀作出賠償,以保額表所列的保額及項目限額為限。

### 不受保範圍

本保障(包括伸展保障)不承保:

- 1 任何損失或損毀的首500港元;
- 2 因酒瓶標籤損毀而導致的價值損失;
- 3 因下列原因造成或引致的酒類損毀:
  - a) 替代或神秘的消失;
  - b) 損耗、變色、軟木塞、氣候情況或任何固有缺陷。

### 1.6 信用卡盜用(計劃4及計劃5除外)

我們將就任何與您無關或並非與您同住的人士盜用您的信用卡,而直接導致您根據任何信用卡協議條款需負上的責任作出賠償。 就每個保險期,我們支付的最高賠償額以保額表所列的總額為限。

### 不受保範圍

本保障不承保:

- 1 任何損失,除非您已經遵守信用卡發卡機構的條款及細則;
- 2 發現後24小時內並沒有向警方報告的損失;
- 3 發現後兩小時內並沒有向發卡機構報告的損失。

# 1.7 家庭僱傭的個人物件(計劃4及計劃5除外)

若與您或您的任何家屬同住的家庭僱傭存放在其與您同住的居所內的衣服及個人物件意外損失或損毀,本公司將會就有關損失或損毀向您作出賠償,每個保 險期就每名家庭僱傭支付的最高賠償額以保額表所列的限額為限,任何一件物品的最高賠償額為1,000港元。

### 不受保範圍

本保障不承保:

- 1 任何紙幣、貨幣或任何其他形式的可轉讓文件的損失或損毀;
- 2 任何不屬於您的家庭僱傭的財產。

### 1.8 冰箱食物(計劃4及計劃5除外)

若居所雪櫃或冷藏箱本身失靈以致冷藏的食物腐壞,我們將支付重新購買食物的費用,最高賠償額以保額表所列的總額為限。

### 不受保範圍

本保障不承保因下列原因造成的損失或損毀:

- 1 供應當局的蓄意行為,或有關當局拒絕提供電力或限制電力供應;
- 2 罷工、停工或工業糾紛。

### 1.9 家居搬遷

我們將就由專業搬運公司從您的居所搬運您的家居財物到香港境內的新居所時途中所引致的意外損失或損毀作出賠償。就您及/或您的家屬作為租客租賃的 居所而言,本保障內的「您的家居財物」一詞不包括與居所有關的相關租約內明文包括的相關業主的家用電器。

我們就每件或每對或每套物品作出的最高賠償額為10,000港元(計劃1及4)、12,000港元(計劃2及5)、15,000港元(計劃3)(除非在運送前特別聲明)。

### 不受保範圍

本保障不承保下列搬運造成的任何損失或損毀:

- 1 並非由專業搬運公司處理;
- 2 在香港境外推行。

### 1.10 山泥傾瀉及地陷

我們將就由於場所地陷或山泥傾瀉而對您的家居財物造成意外損失或損毀作出賠償,惟必須符合以下條件:

- 1 您必須保持居所的狀況良好,並須採取所有合理措施,以防止居所遭受本保單保障的風險造成的損毀;
- 2 您必須按照香港特別行政區政府的法律、法規、發出的守則及指引,包括香港土木工程署的土力工程處出版的「岩土指南第五冊-斜坡維修指南」內的指引,維修保養您負責的任何人工斜坡及護土牆;
- 3 您必須在出現下列情況時立即通知本公司:
  - a) 任何在您的居所下方、周遭或附近開展的挖掘工程。在這情況下,本公司有權更改或取消本保單提供的保障;
  - b) 任何承保風險的作用影響場所的任何部份 (不論是否涉及您的居所) 或其周圍環境。

就您及/或您的家屬作為租客租賃的居所而言,本保障內的「您的家居財物」一詞不包括與居所有關的相關租約內明文包括的相關業主的家用電器。

### 不受保範圍

本保障不承保:

- 1 直接或間接因任何下列情況引起或透過任何下列情況造成或由於任何下列情況導致的損失或損毀:
  - a) 岸坡侵蝕
  - b) 隆起
  - c) 工程完工5年內結構下沉或地基陷落
  - 地陷及/或山泥傾瀉造成的小徑、車道、圍欄、閘門、圍牆及護土牆的損失或損毀。
- 3 除非特別投保,否則我們不會賠償在有關地陷及/或山泥傾瀉發生後清理廢物或修整地陷及/或山泥傾瀉地點的費用,但維修受保財產必需的費用除 外:
- 4 直接因有缺陷的設計或工藝或使用有缺陷的物料而引致或透過前述情況而造成的損失或損毀。
- 5 任何種類或形式的相應而生的損失或損毀。
- 6 於本保單有效期內,每相隔連續72小時之內期間發生的每項損失,經適用任何比例分攤條款後,每次損失的首10,000港元或10%(百分之十),以較高者為準。

### 1.11 門鎖替換

2

我們會賠償因盜竊或企圖盜竊或入屋犯法罪後需要更換您的居所的窗戶、門鎖及鑰匙 (只限類似而非較佳的窗戶、門鎖及鑰匙) 的費用,每個保險期的最高 賠償額以保額表所列的總額為限。

### 1.12 金錢(計劃4及計劃5除外)

我們會賠償您在居所遺失而屬於您的金錢。

就每個保險期,我們支付的最高賠償額以保額表所列的總額為限。

### 不受保範圍

本保障不承保下列損失:

- 1 在發現後24小時內沒有向警方報案
- 2 因誤差或遺漏而造成的貶值、充公或短缺而導致的損失

### 1.13 人身意外(計劃4及計劃5除外)

倘若在保險期,您或您的家屬在您的居所內完全及直接因意外火災或持械搶劫罪而死亡,我們將會作出下列賠償:

- 1 每人賠償額為50,000港元,但如您或您的家屬受傷時,年齡在18歲或以下或70歲或以上,則其身故保障賠償額為每人25,000港元。
- 2 賠償會支付予死者的遺產。
- 3 **首個保單年度後的客戶獎賞**:於本保單首次及其後續保時,您或您的家屬的身故保障賠償額將更改為每人賠償額100,000港元,但如您或您的家屬受傷時,年齡在18歲或以下或70歲或以上,則其身故保障賠償額為每人50,000港元。

### 特定條款

您必須在可能導致賠償的任何意外發生後,合理可能地並於1個月內以書面通知我們。

我們有權要求進行屍體檢驗。

### 不受保範圍

1

本保障不承保

- 因下列情況引致的死亡、收費、費用或開支
  - a) 自殺或企圖自殺、蓄意自我傷害、故意令自己身處險境(試圖拯救人類生命除外),或任何不法行為
  - b) 投保前已存在身體上或精神上的缺陷、疾病或衰弱
  - c) 酒精或藥物的反應或影響,除非是根據認可醫學處方而服用有關藥物
  - d) 直接或間接因愛滋病病毒 (HIV) 及/或任何與愛滋病病毒有關的疾病,包括後天免疫力缺乏症 (AIDS) 及/或因而造成的任何突變衍生或變異情況
  - e) 任何透過性接觸傳播的疾病、懷孕、流產、或分娩或由於前述任何情況引致的併發症
- 2 並非由於意外火災或持械搶劫罪而導致或造成的死亡、收費、費用或開支。
- 3 死亡發生於您的居所以外的地方。
- 4 您或您的家屬失蹤。

### 1.14 由您保管的財物(計劃4及計劃5除外)

雙方謹此知悉及協議,本保單的保障伸展至您的居所內,由您及/或您的家屬照管、看管及管控的家居財物(但不包括任何貴重物品、手提電腦、平板電腦 及/或個人物件),惟本公司就每件或每對或每套物品支付的最高賠償額為10,000港元,而在每個保險期內支付的賠償總額為50,000港元。

### 1.15 廢棄物清理

本保單的保險保障伸展至包括您獲本公司同意下進行下列工作的必要費用及開支:

- 1 清理廢棄物;
- 2 拆卸或清拆;

其涉及本保單的受保財產或其部份因任何受保風險而受到的毀壞或損毀,最高賠償額為核實損失的10%(百分之十)。

在應用構成本保單一部份的任何條款計算重置價值時,將不會包括廢棄物清理的開支。

### 不受保節圍

本保障不承保下列費用或開支:

- 1 廢棄物清理費用或開支,除非是在毀壞或損毀財產所處場所及緊接該場所的地方
- 2 不受本保單保障的財產的污染或沾污造成的費用或開支

您不可就同一項損失或損毀同時根據本節1.15分節及第七節索取賠償。

### 1.16 信用卡/個人文件的補發費用(計劃4及計劃5除外)

本公司會賠償您及/或您的家屬因在居所意外遺失您或您的家屬的行李或銀包而需要申請補發信用卡及個人文件合理及必需支付的費用。 就每個保險期,我們支付的最高賠償額以保額表所列的總額為限。

### 不受保範圍

本保障不承保因誤差或遺漏而造成的貶值、充公或短缺而導致的行李或銀包損失。

### 1.17 短暫寄存

我們將就您的家居財物因進行清潔、維修或保養而需短暫寄存引致的意外損失或損毀作出賠償,就每個保險期,我們支付的賠償以保額表所列的總額為限,就每件物品支付的最高賠償額為10,000港元。

就您及/或您的家屬作為租客租賃的居所而言,本保障內的「您的家居財物」一詞不包括與居所有關的相關租約內明文包括的相關業主的家用電器。

### 不受保範圍(計劃1、計劃2、計劃4及計劃5)

本保障不承保您的家居財物因進行清潔、維修或保養以外的理由而需短暫寄存引致的損失或損毀。在下文「伸展保障(計劃3)」所述的情況下,本不受保項目不適用於計劃3。

### 伸展保障(計劃3)

就計劃3而言,我們將就您的家居財物 (但不包括任何貴重物品) 因進行清潔、維修或保養以外的理由而需短暫寄存在香港,而因為下列原因引致的意外損失 或損毀作出賠償。原因可以是下列任何一個:

- (i) 火災、閃電、爆炸、地震、暴動及民眾騷亂;
- (ii) 家居財物(但不包括任何貴重物品)存放所在的樓宇遭受風暴、水災、惡意行為或破壞、漏水或漏油,或碰撞;
- (iii) 偷竊/入屋犯法罪:
  - · 在您或家屬暫時居住或工作的樓宇內發生;或
  - 在任何樓宇內發生,而有人曾使用武力進入該樓宇;
- (iv) 攜帶或配戴的家居財物(但不包括任何貴重物品)被盜竊或搶劫罪,

惟每個保險期支付的賠償限額以保額表所列的總額為限,就每件物品支付的最高賠償額為5,000港元。

### 1.18 位於戶外的財產

我們將就位於戶外的財產,但位於您的居所所屬土地範圍內的意外損失或損毀作出賠償。

在任何保險期內,我們在本保障下的總累積賠償額為50,000港元,每件物品的最高賠償額為5,000港元,或承保表所示的位於戶外的財產的保額或每件物品 賠償限額(如有),以較高者為準。

### 1.19 24小時家居支援熱線服務

請致電24小時服務熱線,電話號碼為(852) 2851 1990(只限於香港境內提供服務),並須提供您的保單號碼。

此24小時服務熱線協助您及您的家屬(與您同住)安排以下服務:

- 1 電工轉介
- 2 水管工人轉介
- 3 鎖匠轉介
- 4 家中診症/牙科治療轉介
- 5 保姆/家庭看護轉介
- 6 滅蟲/家居清潔服務轉介
- 7 家居物品普通維修轉介
- 8 本地家庭僱傭轉介及海外家庭僱傭諮詢服務\*
- 9 冷暖空調工程師轉介
- 10 醫療服務提供者轉介
- 11 物業出售/租務糾紛的免費法律/仲裁轉介服務
- \*上述海外家庭僱傭諮詢服務是指提供香港特別行政區政府勞工處有關外籍家庭傭工的資料。

此熱線服務由安盛援助為您提供。您一旦提出要求,安盛援助便會為您提供所需轉介服務的提供者及其收費的有關資料。如有需要,安盛援助亦會協助您安排於家中診症或為您進行預約。

### 不受保範圍

本保障不承保:

- 1 因使用由有關服務提供者提供的服務而收取的所有費用及收費。
- 2 因使用安盛援助轉介服務的提供者提供的服務而導致任何相應而生的損失或損害。

### 整個第一節的最高賠償額

就每個保險期,我們不會支付超過承保表內所列第一節顯示的保額(包括額外保障),亦即本節的總累積賠償額上限。

您不可就同一項損失或損毀同時於第一節(包括第一節的額外保障)及第四節索取賠償。

您不可就同一項損失或損毀同時於第一節(包括第一節的額外保障)及第七節索取賠償。

### 適用於整個第一節的不受保項目

### 不受保物品

本保單第一節不承保下列物品的任何損失或損毀:

- 1 船舶(包括風帆及滑浪風帆)、飛機、旅行拖車、航拍機、拖車及機械及電力驅動車輛(包括電單車),但剪草機及園藝工具則受保;
- 2 安裝在上述第1項不受保物品的零件、車匙、配件、工具、安裝收音機、卡式磁帶播放機、光碟播放機及電話;
- 3 收音機及電視的天線或衛星電視碟形天線;
- 4 由任何其他保險特別提供保障的財產;
- 5 動物、植物或任何生物;
- 6 食物及飲料(本節1.8分節所保障的除外);
- 7 基本上用作商業或僱傭用途的財產;
- 8 隱形眼鏡、手提電話或電腦(桌面電腦、手提電腦及平板電腦除外);
- 9 使用中的運動設備的損毀;
- 10 任何置放於屋頂或開放位置的家居財物(除非第一節1.18分節「位於戶外的財產」內另有訂明)。

### 不受保節圍

本保單第一節不承保下列情況下的任何損失或損毀:

- 1 由於刮花、凹陷、正常使用造成的消耗、折舊、腐爛、真菌、昆蟲、蟲蛀、白蟻、大氣或氣候情況、光線作用、染色、任何清潔或修復的過程、保養、維修或折卸、您的居所內的裝修或裝飾工程造成的損失或損毀(除非第一節1.1分節「維修期間引致的損毀」內另有訂明);
- 2 由於機械或電力故障或機器或設備故障而造成的損失或損毀,除非
  - a) 該隨之產生的損毀並非由本保單的不受保起因所致,惟我們只會賠償該隨之產生的損毀;或
  - b) 該損失是直接因所保財產或置存該財產的處所受損毀而發生,惟非由本保單的不受保起因所致;
- 3 因電腦的缺陷或機械或電力故障或混亂而造成的損失或損毀;
- 4 因家中飼養的動物啃咬、搔抓、撕破或便溺而造成的損失或損毀;
- 5 玻璃器皿、瓷器、陶器或石頭或其他以類似易碎物料製造的物品,在處理或被使用過程中引致的損失或損毀(本節1.5分節的保障除外);
- 6 由於貶值或相應而生的損失造成的損失或損毀;
- 7 因您、您的家屬或任何親屬或於您的居所居住或合法逗留的任何人士的蓄意行為、恣意破壞或造成的損失或損毀;
- 8 您的居所無人居住連續超過30天期間,因遭盜竊或企圖盜竊所造成的損失或損毀;

- 9 您的居所無人居住連續超過30天期間,因發生固定供水設備、排水系統或供暖系統,或任何洗衣機或水床漏水所造成的損失或損毀;
- 10 倘若您的居所的任何部份被出租,該出租部份遭盜竊所造成的損失或損毀;
- 11 無人看管汽車遭盜竊所造成的損失或損毀;
- 12 因水災造成的損失或損毀金額首1,000港元或該損失或損毀金額的首10% (百分之十) (以較高者為準),除非承保表顯示的「水災造成的損毀自負額」或「颱 風或水災造成的損毀自負額」不同,在此情況下,會根據後者的自負額;
- 13 每項桌面/手提/平板電腦損失的首500港元;
- 14 任何原因不明或神秘消失所直接或間接造成或引致的損失或損毀。

# 第二節 - 第三者責任

### 保障範圍

我們將會賠償您、您的家屬(與您同住)及您的家庭僱傭(他/她在根據與您或您的家屬簽署的僱佣合約工作期間)因下列身份對第三者負上法律責任之款項

- · 作為您的居所(若您的居所為獨立洋房,則包括位於您的居所範圍內的天台、花園及/或游泳池)的業主/租客/佔用人
- 在香港或世界任何地方以私人獨立身份,由您的居所出發,每次最多連續30天的旅程

上述法律責任是由於下列原因造成:

- · 任何人士意外身體受傷(包括死亡或疾病)
- 其財物意外損失或損毁

我們亦會在賠償限額內,支付任何申索人可追討的法律費用及開支,及所有我們書面同意支付的費用及開支。

### 公用地方的業主責任

我們亦會賠償您作為您的居所/樓宇/建築物 (若您的居所為獨立洋房,則包括位於您的居所範圍內的天台、花園及/或游泳池) 的公用部份的部份業主之一,因保險期內發生意外導致身體受傷或財產實質損毀,而在法律上必須支付予第三者的款項。 必須符合下列條件才可獲得彌償:

- a) 只有在建築物業主/法團沒有購買或沒有人代表他們購買一份建築物公用部份的第三者風險保險單(下稱「基本保單」)的情況下,本保單才會生效;或
- ) 倘若有購買基本保單,本伸展保障只會賠償超出上述基本保單已經賠償或應該賠償金額的溢額。

受限於本保單的賠償限額下,彌償包括任何申索人可追討的法律費用及開支,及所有我們書面同意支付的費用及開支。

我們只會就您作為建築物的不分割部份的業主而應負的各別比例份數(根據香港法例第344章《建築物管理條例》(下文簡稱為「該條例」)第39條釐定)責任賠償您。 為免生疑問,該責任並非指共同責任。

本保單內使用的「公用部份」、「法團」、「建築物」及「業主」,涵義與該條例中所使用的相同。

### 第二節的額外保障

### 2.1 租客對租住樓宇的責任(適用於計劃1、計劃2及計劃3)

就計劃1、計劃2或計劃3而言,本公司會賠償任何申索人可追討的款項,包括法律費用及開支及所有我們書面同意支付的費用及開支,但最高賠償額為您在保險期作為租戶在法律上須負責支付,因樓宇意外損毀(包括樓宇現任業主(出租)/業主(自住)/前物業擁有者的傢具、裝置及設備的意外損毀)而需進行維修的任何合理費用。本保障不適用於計劃4及計劃5。

### 2.2 獨立承判商的責任

本公司會賠償任何申索人(不包括您聘用或與您簽訂服務合約的獨立承判商或任何替該獨立承判商工作或受僱於該獨立承判商的人士)可追討的款項,包括 法律費用及開支,及所有我們書面同意的費用及開支,但最高賠償額為您在法律上須負責賠償,及因您的居所的改動及/或加建工程引起或因該等工程造成 或與該等工程有關的身體受傷或財產損毀,惟有關改動及/或加建工程的總工程費不可超過100,000港元(計劃1及計劃4的每份改動及/或加建工程合約)及 200,000港元(計劃2、計劃3及計劃5的每份改動及/或加建工程合約)。

本伸展保障將不會支付或分擔支付任何可根據您或您的承判商持有的任何有效第三者責任保險或任何承判商全險保險中有關第三者責任的條款追討的賠償金額。

### 整個第二節的最高賠償額

就每個保險期,我們不會支付超過承保表內所列第二節顯示的保額,亦即本節的總累積賠償額上限(包括額外保障)。

# 適用於整個第二節的不受保項目

### 不受保範圍

本保單第二節不受保:

- 1 您及/或您的家屬遭受的受傷,或以僱傭合約受僱於您及/或您的家屬的人士,在受僱於您及/或您的家屬期間因工受傷的責任;
- 2 屬於您及/或您的家屬或由您及/或您的家屬保管或管控的財產損失或損毀的責任;
- 3 因下列情況引致的責任
  - a) 任何蓄意或惡意行為;

  - d) 擁有、管有或使用飛機(包括航拍機)、船舶或機械驅動車輛(包括電單車);
  - e) 任何協議,而若非該協議便不存在的有關責任;
  - · 任何刑事活動;
- 4 直接或間接因任何起初並非由一個在香港具有司法管轄權限的法院宣告或從該法院取得的判決而導致的責任;
- 5 直接或間接因在其他地方取得的判決而在香港取得該項判決或命令以強制執行而導致的責任;
- 6 任何因正常使用造成的損耗或修復您的居所引致的費用,無論您及/或您的家屬是否根據任何租約的條款在法律上需負責支付該等費用(只適用於第二節2.1 分節);
- 7 因您的家居漏水導致第三者財產意外損失或損毀而引起的任何賠償的首個金額或百分比(如承保表第二節內所列的[第三者水災損毀自負額]);
- 8 第三者財產意外損失或損毀而引起的任何賠償的首個金額或百分比(如承保表第二節內所列的[第三者財產損毀自負額])。若不受保項目7適用,不受保項目8將不適用於同一宗賠償,相反亦然。

# 第三節 - 租金損失(計劃4及計劃5)

### 保障範圍

我們將就您因居所內的家居財物 (不包括貴重物品) 遭受意外損失或損毀而引致的實際租金損失作出賠償,最高賠償額為每宗賠償的保額,惟:

- a) 受本保單保障的家居財物(不包括貴重物品) 遭受意外損失或損毀時,您是居所的業主,但居所由支付租金的租客佔用,及
- b) 居所因家居財物 (不包括貴重物品) 遭受意外損失或損毀而不宜居住。

### 整個第三節的最高賠償額

本保障根據居所內家居財物(不包括貴重物品)遭受意外損失或損毀之前3個月,您作為業主根據相關租約向租客收取的平均租金計算。我們將由居所因家居財物(不包括貴重物品)遭受意外損失或損毀以致不宜居住至轉換、重建或維修居所的期間,每月支付最高為承保表內所列第三節顯示的保額的實際租金損失,但以3個月為限。有關每月保額,亦請參閱保額表。

就每個保險期,我們不會支付超過保額表顯示的保額,亦即本節的總累積賠償額上限。

### 適用於整個第三節的不受保項目

以下不在保障範圍之內:

- 1 若居所在毀壞或損毀之前連續30天以上無人居住;
- 2 若居所或其任何部份已分租;
- 3 若您於居所或家居財物(不包括貴重物品)的合法權益在它們遭受損失、毀壞或損毀時已終止;
- 4 若租客在有關毀壞或損毀期間仍繼續向您支付租金;
- 5 若在毀壞或損毀時已簽署的租約並未生效;
- 6 若損失租金的期間不足1個整月;
- 7 每宗賠償的自負額為首兩星期的租金;
- 8 若您決定終止出租或租住居所;
- 9 若您或任何人士在您同意下或代表您延遲維修或重建居所。

# 第四節 - 全球個人財物 (自選保障,適用於計劃1、計劃2及計劃3)

(本節必須訂明於承保表內方可生效)

### 保障範圍

我們將就您及/或您的家屬的貴重物品、金錢及個人物件在世界任何地方的意外損失或損毀作出最高賠償額如下的賠償。我們亦將按照規定並就您對未經授權使用信 用卡的責任作出賠償,以下述最高賠償額為限。此外,我們將就個人文件在香港或世界任何地方因意外遺失或損毀的補發費用作出最高賠償額下的賠償。

### 最高賠償額

貴重物品

每件 5,000港元,除非承保表內另有訂明

金錢

每個保險期 總累積賠償額2,500港元

· 信用卡盜用(即「未經授權使用信用卡」)

每個保險期 總累積賠償額10,000港元

任何與您無關或並非與您同住的人士,在未獲您授權下使用您的信用卡,而直接導致您根據任何信用卡協議條款需負上的責任。

· 個人文件的補發費用

每個保險期 總累積索償額1,500港元

# 整個第四節的最高賠償額

就每個保險期,我們不會支付超過承保表內所列第四節顯示的保額,亦即本節的總累積賠償額上限。

您不可就同一項損失或損毀同時於第一節及第四節索取賠償。

### 適用於整個第四節的不受保項目

### 不受保物品

本保單第四節將不承保下列物品的損失或損毀:

- 1 船舶(包括風帆及滑浪風帆)、飛機、旅行拖車、拖車及機械驅動車輛(包括電單車);
- 2 安裝在上述第1項不受保物品的零件、配件、工具、安裝收音機、卡式磁帶播放機、光碟播放機及電話;
- 3 由任何其他保險特別提供保障的財產;
- 4 動物;
- 5 食物及飲料;
- 6 植物;
- 7 基本上用作商業或僱傭用途的財產或文件;
- 8 隱形眼鏡、手提電話、手提電腦、平板電腦及所有種類的手提個人電腦(包括但不限於智能手錶);
- 9 使用中的運動設備的損毀;
- 10 露營設備。

# 不受保範圍

本保單第四節將不承保下列情況下的損失或損毀:

- 由於任何清潔、復原、改動或維修、大氣情況、正常使用造成的損耗、蟲蛀、白蟻或昆蟲問題造成的損失或損毀;
- 2 玻璃器皿或易碎物品(珠寶首飾除外)在處理或使用過程中的損失或損毀;
- 3 由於機械或電力故障或失常而造成的損失或損毀;
- 4 以託運或郵寄方式無人陪伴運輸的財產的損失或損毀
- 5 由於被海關人員或其他政府機關延誤或充公而造成的財產損失或損毀;
- 6 由於正常使用造成的損耗、貶值或相應而生的損失導致的損失或損毀;
- 7 無人看管或開蓬汽車遭盜竊所造成的損失或損毀;
- 8 因您、您的家屬或任何親屬或於您的居所居住或合法逗留的任何人士的蓄意行為、恣意破壞或造成的損失或損毀;
- 9 您的家居財物由非專業搬運公司從您的居所搬往您在世界任何地方的新居所期間的損失或
  - 損毀;
- 10 任何原因不明或神秘消失所直接或間接造成或引致的損失或損毀。

此外,關於第一節1.6分節、1.12分節及1.16分節所載有關金錢、信用卡盜用(即「未經授權使用信用卡」)及個人文件的補發費用的不受保範圍,亦適用於第四節。

# 第五節 - 前物業擁有者或發展商的裝置及設備(自選保障)

(本節必須訂明於承保表內方可生效)

### 保障範圍

我們將就居所前物業擁有者或發展商或任何人士為他們在居所放置或遺留的裝置及設備的意外損失或損毀作出賠償,不論它們是否明文包括在居所的價格或租金之內(但不包括您及/或您的家屬或為您及/或您的任何家屬放置的裝置及設備,第一節「家居財物」已承保有關裝置及設備)。

### 整個第五節的最高賠償額

- a) 就每個保險期,我們不會支付超過承保表內所列第五節顯示的保額,亦即本節的總累積賠償額上限。
- b) 我們認為單一件裝置及設備的更換成本不會超過本節裝置及設備的保額的10%。對於單一件裝置及設備的賠償,我們的最高賠償額只為本節裝置及設備的保額的10%。

# 適用於整個第五節的不受保項目

關於第一節「適用於整個第一節的不受保項目」的不受保範圍亦適用於第五節。

# 第六節 - 第二節升級保障 - 第三者責任(自選保障)

(本節必須訂明於承保表內方可生效)

### 保障範圍

承保表內所列第二節顯示的保額將予刪除,並以承保表內所列第六節顯示的保額取代。第二節的所有其他條款及細則將維持不變。

# 第七節-樓宇保障(自選保障)

(本節必須訂明於承保表內方可生效)

### 保障範圍

我們將支付樓宇維修或更換任何意外損失或損毀(統稱「損毀」)的費用。我們將支付有關樓宇的重建或維修的實際費用以回復與樓宇在其新置時相同的狀況和程度。若樓宇沒有進行維修或重建,我們只會支付損毀的金額或在本公司的選擇下重置或更換樓宇或其任何部份。

若發生於第七節保障的損毀,我們亦會賠償清理廢物及建築費如下:

- 1 清理廢物的費用(最高賠償額為重置費用的5%(百分之五))。有關詳情,請參閱下文第A24條。
- 2 您重置有關樓宇而必須支付的建築師、測量師及顧問工程師費用、律師費及其他費用,但不包括任何賠償準備工作的費用(最高賠償額為重置費用的5%(百分之五))。有關建築師、測量師及顧問工程師費用的詳情,請參閱下文第A23條。
- 3 您為符合法定樓宇規例而須支付恢復樓宇原狀的額外費用。

### A23 建築師、測量師及顧問工程師費用

本保單的保險保障伸展至包括在財產毀壞或損毀後進行指定重置工程時引致的建築師、測量師及顧問工程師費用的必要支出,但不包括任何賠償準備工作的費用,雙方明白到支付該費用的金額將不超過根據英國皇家建築師學會專業收費表及/或皇家特許測量師學會專業收費表及/或顧問工程師協會(視情況而定)或其等同的本地機構所確認的收費,並最高以重置費用5%(百分之五)為限。

### A24 廢棄物清理

本保單的保險保障伸展至包括受保人獲本公司同意下進行下列工作的必要費用及開支,以重置費用5%(百分之五)為限:

- a) 清理廢棄物
- b) 拆卸及/或清拆
- c) 支撐或承托

其涉及本保單的受保財產或其部份因火災或任何其他受保風險而受到的毀壞或損毀。

### 適用於第七節的條款及保證條款

- (a) 以下第C4、C6、C8及A19條適用於第七節;
- (b) 若承保表顯示承押人/承讓人的名稱,則以下所示條款將適用於第七節:A13、A12、32。

### C4 工人條款

在不影響本保險的前提下,工人獲允許進入上述任何處所或附近,以進行正常的裝修、清潔、維修或保養。

### C6 保額條款自動復效

倘若損失或損毀可根據本保險作出追討,在本公司或受保人沒有向對方發出相反意見書面通知的情況下,在您支付我們要求的適當額外保費後,本保單第七節的保 額將須立即復效。

### C8 滅火開支條款

本保單伸展至包括於滅火行動中使用的滅火器的補充費用,惟本公司在本條款下的最高賠償額不得超過5,000港元或核實損失的5%(百分之五),以整體較低者為 準。有關保障是本保單第七節總保額的一部份,而非額外保障。

### A13 承押人條款

我們將按承保表列明的承押人或承押人的承讓人利益的利益範圍賠償其損失(如有)。

謹此協議倘若所保物業出現損失或損毀,本公司將按承押人或所述承讓人的利益範圍作出賠償,並協議本保險僅就承押人或所述承讓人在保險範圍內的利益而言,將不因任何所保物業按揭人或擁有者的任何行動或疏忽,亦不因在承押人或所述承讓人全不知情下,任何在受保樓宇上或受保樓宇內的風險增加而失效。謹此進一步協議當本公司按本保單所規定賠償承押人或所述承讓人任何損失或損毀,並聲稱因此在所保物業按揭人或擁有者方面並無存在責任,本公司須即時按法例規定取代承押人或所述承讓人支付賠償的一切權利,承押人或所述承讓人須根據可能需要或本公司合理要求進行及執行一切或其他行為、契據、轉讓、轉讓契、文書及事項,致令此項代位權更為有效,但此項代位權不得影響承押人或所述承讓人追討全數賠償的權利,唯本條款所載有關本公司與所保物業按揭人或擁有者之間並無在任何情況下構成或認為構成任何取代豁免、偏私或影響本公司對所保物業按揭人或擁有者的權利,或減輕本保單或法律可能對所保物業按揭人或擁有者之間並無在任何責任,而本公司與所保物業按揭人或擁有者之間可能施加的該等權利及責任仍然擁有十足效力和影響。本公司保留隨時可按本保單內條款所規定取消本保單的權利,但在此情況下,本保單在失效前為保障承押人或所述承讓人的利益,在向承押人或所述承讓人發出取消本保單通知後10天內繼續生效,本公司亦有權如上所述發出通知取消本協議。

### A12 承押人/非自住業主條款

謹此宣告及協議本保險將不會因所保物業的任何居住情況有所更改或風險在受保人全不知情下有所增加而失效,惟受保人必須在知悉上述情況後立即通知本公司及 繳付任何可能由該等風險增加的日期起計的額外保費。

### A19 重置價值保險(不適用於存貨)

謹此協議倘若本保單內的所保財產出現破壞或損毀,本保單的應繳保費將為重置有關受破壞或損毀的財產的價值,而其計算亦須符合下列特別條文或本保單的條款 及細則,除非有關條文、條款及細則有所不同。

就本摘要所指的保險而言,「重置」須指:

推行下列工程,包括:

- a) 在財產受破壞的情況下,如果是建築物,則重置該財產,若為其他財產,則重置類似財產的重置工程;在兩者中任何一種情況下,重置後的狀況只可與其新 置時一致,而非較佳或較大規模。
- b) 在財產受損毀的情況下,對有關損毀維修至大致相同的狀況,而財產的損毀部份經修復後的狀況只可與其新置時一致,而非較佳或較大規模。

### 特別條文

- 1 重置工程(可在不增加本公司的責任的情況下,於符合受保人要求的另一地點或以符合受保人要求的任何方式進行)必須以合理迅速的方式展開及進行;否則,本保單不會支付超越假如本摘要並無納入本保單內的應付金額。
- 2 若本摘要內的任何所保財產僅為部份損毀或破壞,本公司的責任不應超過本公司在有關財產完全損毀時所須支付的重置成本。
- 3 本保單不會支付超越假如本摘要並無納入本保單內的應付金額,直至實際上已招致有關重置成本。
- 4 本摘要內的每項受保物件均宣告按下列比例分攤條款作獨立處理:若在進行重置工程時,全部被破壞的所保財產的重置成本超過在發生火警或任何其他受保 風險導致財產開始毀壞或損毀時的保額,受保人須被視為有關自負額的自行承保人,並對部份比例的損失承擔責任。
- 5 如果財產受毀壞或損毀時,該項財產正受任何其他生效或代表受保人重置基礎不同的保險所保障,本保單不會支付超越假如本摘要並無納入本保單內的應付 金額。
- 6 凡因以上任何一項特別條文所規定,本保單不會支付超越假如本摘要並無納入本保單內的應付金額,本公司及受保人就有關毀壞或損毀的權利和責任須符合 本保單內的條款及細則,包括任何比例分攤條款,本保單將如不包括本摘要一樣,不支付超過應付金額的款項。

### 32 無控制條款

倘若在受保人不知情和未經受保人同意的情況下,本保單內的保證遭到違反,不會對本保單造成影響,惟受保人須已盡一切應盡的努力,以確保有關保證獲得遵守。

### 第七節的額外保障

### 山泥傾瀉及地陷

我們將就由於場所地陷或山泥傾瀉而對您的樓宇維修或更換任何意外損失或損壞作出賠償,惟必須符合以下條件:

- 1 您必須保持您的樓宇狀況良好,並須採取所有合理措施,以防止您的樓宇遭受本保單保障的風險造成的損毀;
- 2 您必須按照香港特別行政區政府的法律、法規、發出的守則及指引,包括香港土木工程署的土力工程處出版的「岩土指南第五冊 斜坡維修指南」內的指引,維修保養他們負責的任何人工斜坡及護土牆;及
- 3 您必須在出現下列情況時立即通知本公司:
  - a) 任何在您的樓宇下方、周遭或附近開展的挖掘工程。在這情況下,本公司有權更改或取消本保單提供的保障;
  - b) 任何承保風險的作用影響場所的任何部份 (不論是否涉及您的樓宇) 或其周圍環境。

### 不受保範圍

本額外保障不承保:

- 1 直接或間接因任何下列情況引起或透過任何下列情況造成或由於任何下列情況導致的損失或損毀:
  - a) 岸坡侵蝕;
  - b) 隆起;
  - c) 工程完工5年內結構下沉或地基陷落;
- 2 地陷及/或山泥傾瀉造成的小徑、車道、圍欄、閘門、圍牆及護土牆的損失或損毀。
- 3 除非特別投保,否則我們不會賠償在有關地陷及/或山泥傾瀉發生後清理廢物或修整地陷及/或山泥傾瀉地點的費用,但維修受保財產必需的費用除外;
- 4 直接因有缺陷的設計或工藝或使用有缺陷的物料而引致或透過前述情況而造成的損失或損毀;
- 5 任何種類或形式的相應而生的損失或損毀;
- 6 於本保單有效期內,每相隔連續72小時之內期間發生的每項損失,經適用任何比例分攤條款後,每次損失的首10,000港元或10%(百分之十),以較高者為準。

### 整個第七節的最高賠償額

就每個保險期,我們不會支付超過重置費用或承保表內本節所列的保額,以較低者為準(但無論如何不會超過二億港元(200,000,000港元)),亦即本第七節(包括只適用於第七節的條款及保證條款,以及額外保障)的總累積賠償額上限。如果承保表中的本節未顯示保額,承保表中的本節保額即當作為重置費用。為確保清晰起見,謹此說明,於承保表顯示之未償還貸款金額(如有)並非本節的保額,而是受保人為申請本保險單第七節-樓宇保障目的而提供的(但並不會於續保時再度提供),以反映受保人對受保樓宇承押人的債務。對於未償還貸款金額的準確性和完整性,本公司不作任何陳述,保證或承諾。

### 適用於整個第七節的不受保項目

### 第七節不承保:

7

- 1 任何由水災造成的損失或損毀的首3,000港元;
- 2 由於下列情況造成的損失或損毀
  - a) 正常沉降、收縮或膨脹;
  - b) 樓宇的正常使用造成的損耗或狀況逐漸轉差;
  - c) 真菌、昆蟲、濕或乾的腐爛情況;
- 3 由於下列情況造成的損失或損毀
  - a) 盗竊或企圖盜竊;
  - b) 固定供水設備、排水系統或供暖系統,或任何洗衣機或水床漏水,

而樓宇無人居住連續超過30天

- 4 收音機或電視機的天線及衛星電視碟形天線的損失或損毀;
- 5 機械或電力故障或失常;
- 6 保養或例行粉飾工程的費用;
- 清理倒塌樹木或掉落地面的樹枝(對樓宇未有造成損毀)的費用;
- 8 由於下列情況造成的損失或損毀:
  - a) (i) 錯誤或有缺陷的設計、物料或工藝、固有缺陷、潛在缺陷、狀況逐漸轉差、變形或扭曲,或正常使用造成的消耗;
    - (ii) 進出樓宇的供水、燃氣、電力或燃料系統中斷,或污水處理系統故障,除非該隨之產生的損毀並非由本保單的不受保起因所致,惟本公司只會賠償該隨之產生的損毀;
  - b) (i) 樓宇倒塌或爆裂;
    - (ii) 腐蝕、鐵鏽、極端溫度或乾燥度或其轉變、濕或乾的腐爛情況、真菌、收縮、蒸發、重量減輕、污染、玷污、顏色、味道、質感或修飾的轉變、光線作用、白蟻、昆蟲、破壞或刮花,除非該損失是直接因所保財產或置存該財產的處所受損毀而發生,惟並非由本保單的不受保起因所致;
  - c) (i) 盜竊,除非在受保處所發生,而且必須是暴力強行進出有關處所;
    - (ii) 欺詐行為或不誠實;

- (iii) 原因不明的消失,或存貨短缺、資料存檔錯誤或放置錯誤,物料供應短缺或交付,或因文書或會計錯誤造成短缺;
- (iv) 鍋爐、節省燃料裝置、器皿、喉管或水管破裂、斷裂、倒塌或過熱、接頭泄漏或鍋爐焊接點損壞;
- (v) 由於機械或電力故障或機器或設備失常而造成的損失或損毀;
- (vi) 當受保處所空置或廢置30天以上,水箱、輸水裝置或水管爆裂、滿溢、排水或漏水,除非:
  - · 該隨之產生的損毀並非由本保單的不受保起因所致,惟本公司只會賠償該隨之產生的損毀;
  - 該損毀是直接因所保財產或置存該財產的處所受損毀而發生,惟並非由本保單的不受保起因所致;
- d) (i) 岸坡或河流侵蝕;
  - (ii) 地陷、地層升降或山泥傾瀉;
  - (iii) 新結構正常沉降或下沉;
  - (iv) 位於戶外、側開式樓宇或圍欄及閘門上的可移動財產面對風、雨、冰雹、霜、雪、水災、沙或塵的侵襲;
  - (v) 熔融物料凍結、凝固或非故意溢出;
- 9 由於下列情況造成或引致的損失或損毀:
  - a) 受保人或其代表的蓄意行為或蓄意疏忽;
  - b) 停工、延遲或喪失市場,或任何種類或形式的任何其他相應而生或間接的損失;
- 10 直接或間接因任何下列情況引起或透過任何下列情況造成或由於任何下列情況導致的損失或損毀:
  - a) 戰爭、侵略、外敵行為、敵對行為或類似戰爭行動(不論是否已宣戰)和內戰;
  - b) 叛變、規模或情況相當於民眾起義的民眾騷亂、兵變、起義、叛亂、革命、軍權或政權簒奪;
  - c) 因由一名或多名人士代表任何組織或與其有關連所作出恐怖主義行為;本不受保項目將不適用於因火災造成的損毀。就本不受保項目而言,「恐怖 主義活動」是指為達政治目的而使用暴力,包括為使任何公眾或某界別的公眾恐慌而使用暴力;
  - d) (i) 任何合法成立的主管當局執行充公或徵用而引致永久或暫時喪失使用權;
    - (ii) 任何人士非法佔用樓宇而引致永久或暫時性喪失該樓宇的使用權;惟本公司對受保人於永久喪失使用權之前或於短暫性喪失使用權期間內本 保單所保障的受保財產所受的損毀仍負賠償責任;
  - e) 由公共機關下令銷毀的財產;

倘若在任何行動、訴訟或其他法律程序中,本公司辯稱基於以上文本不受保項目10(a)、(b)及/或(c)的條文,任何損失、毀壞或損毀不被本保險承保,受保 人必須負責提出證據,以證明該等損失、毀壞或損毀受本保單承保。

- 11 由於下列情況直接或間接造成或引致或導致或促成的損失或損毀:
  - a) 核武器物料;
  - b) 電離輻射,或任何核能燃油或由燃燒核能燃油產生的任何核廢料所釋出的輻射污染。僅就本不受保項目11(b)而言,燃燒須包括自發的核子分裂;
  - c) 核子反應、核子輻射或輻射污染,不管是否有其他同時或按任何其他次序促成有關損失的成因。

### 不受保財產

3

此外,本保單第七節不承保下列任何財產的損失或損毀:

- 1 a) 金錢、支票、郵票、債券、信用卡、任何形式的證券、珠寶首飾、寶石、貴金屬、金銀條塊、皮草、古玩、稀有書籍或藝術品,除非本保單特別提 述,並且僅承保以下所述風險;
  - b) 玻璃(包括玻璃幕牆,但不包括構成內部間隔一部份的玻璃)、瓷器、陶器、大理石或其他易碎物品;
  - c) 電子裝置、電腦及資料處理設備

但這不會不承保(並無列明不受保)因火災、閃電、爆炸、飛機、暴動、罷工者、因工業行動引致閉廠的工人、勞資糾紛的參加者、惡意人士、任何汽車或動物造成的影響、地震、風暴、水災、水箱、輸水裝置或水管爆裂、滿溢、排水或漏水而造成的損毀;

- 2 除非本保單特別提述,因受寄託或寄售而持有的貨物、文件、文稿、商業簿記、電腦系統紀錄、圖案、模型、工模、圖則、設計及爆炸品,
  - a) 領有道路使用牌照的車輛(包括其配件)、旅行拖車、拖車、鐵路機車或卡車、船舶、飛機或類似交通工具;
    - b) 在承保表指明的處所以外搬運中的財產;
    - c) 正在進行拆卸、建築或興建的財產或構築物,以及相關物料或物品;
    - d) 土地(包括表土、回填、排水道或暗渠)、行車道、行人道、道路、跑道、鐵路、水壩、水塘、運河、鐀井平台、井、管道、隧道、橋樑、船塢、碼頭、渡頭、挖掘、貨運碼頭、採礦物業、地下離岸物業;
    - e) 種植農作物或樹木的家畜;
    - f) 財產因經受任何程序而損毀;
    - g) 安裝、搬遷或遷移(包括拆除及重新興建)期間的機器(若直接歸因於該等操作);
    - h) 進行改裝、維修、測試、安裝或檢修的財產,包括其物料及物品(若直接歸因於在其上進行的操作或工程),除非該隨之產生的損毀並非由不受保起因所致,惟本公司將只會賠償該隨之產生的損失;
    - i) 特別提供保障的財產;
- 4 在財產出現損毀時,除本保單外另有其他水險保險單同時承保該項財產的損失,但若在本保險未生效時,賠償額高於有關水險應支付的金額,本保單將負責 賠償所超出的金額;
- 5 鍋爐、節省燃料裝置、渦輪機或其他使用汽壓的器皿、機器或器具因爆炸而造成的損毀,或內置零件因其本身爆炸或破裂而造成的損毀。

您不可就同一項損失同時於第一節1.3分節及第七節索取賠償。

您不可就同一項損失同時於第一節1.15分節及第七節索取賠償。

### 適用於整個第七節的特定條款

### 1 改變及搬移

在下列任何一項情況發生時,有關受影響財產的保障將會失效,除非受保人在發生任何損失或損毀之前獲得本公司於本保單批單內由本公司或代表本公司簽 署的批准:

- a) 若所進行的貿易或製造改變,或者影響樓宇或存放受保財產的樓宇的佔用性質或其他情況改變至增加損失或損毀風險。
- b) 若受保樓宇或存放受保財產的樓宇無人居住30天以上。
- c) 若受保財產遷移至除本保單所述受保以外的任何樓宇或地點。
- d) 若受保人轉移所保財產的權益,但不包括遺囑或法律上的當然轉移。

### 2 <u>賠償</u>

- a) 立即
  - (i) 採取措施,以減輕損失或損毀的程度,並追討丟失的財產
  - (ii) 以書面通知本公司及
    - (iii) 就盜竊或懷疑盜竊或蓄意或惡意的破壞通知警方
- b) 於30天內或經本公司以書面許可的延長時間內,向本公司提交
  - (i) 書面損失或損毀賠償清單,包括在合理可行的範圍內,分項詳載所有損失或損毀的財產,以及按損失或損毀時以價值為準的損失或損毀額
  - (ii) 所有其他保險的詳情(如有)。

受保人須隨時自費向本公司出示、促使及提供本公司或其代表合理要求的一切細節事項、圖則、說明書、書籍、現金券、發票、其複本或副本、有關賠償的 文件、證明及資料、損失或損毀的起源、成因及發生情況,以及任何有關本公司的責任或賠償金額的事項,並須提交宣誓或其他法律聲明書,以證明該項賠 償及各有關事項的真確性。

### 3 本公司的權利

於本保單的受保財產發生任何損失或損毀時,本公司可以

- a) 進駐及接管及保持管有出現損失或損毀的樓宇或處所
- b) 接管於損失或損毀時受保人於樓宇或處所的任何財產,或要求將該項財產交予我們
- c) 保持管有任何該等財產,並將之檢查、分類、安排、移走或以其他方式處理

### d) 出售任何該等財產或為有關人士處置。

本公司可隨時行使本條款所賦予的權力,直至受保人發出書面通知,表示他不會根據本保單索取賠償,或若索取任何賠償,直至該賠償最終決定或撤銷為止,而本公司不會因在行使或意在行使其於本保單下的權力時進行的任何行動,而招致對受保人的任何責任,或減少其依賴本保單的任何條款以應付任何賠償的權利。

若受保人或其代表不符合本公司的要求,或妨礙或阻止本公司行使在本保單下的權力,則本保單本節下的所有保障將會喪失。

在任何情況下,受保人均無權向本公司遺棄任何本公司已經或尚未接管的財產。

### 4 維修及更換

本公司可自行或聯同其他一家或多家公司,自由選擇維修或更換遭到損毀或破壞的財產或其任何部份來代替支付損失或損毀賠償,但本公司並無責任將其維 修至與本來狀況絲毫無異,有關的維修或更換只可在情況許可下進行,並只會維修或更換至合理足夠的水平。無論在任何情況下,本公司均無須支付多於財 產損失或損毀時所需的維修費用,亦不能超過該財產的保額。

若本公司選擇維修或更換任何財產,則受保人須自費提供本公司所需的圖則、說明書、尺寸、數量以及本公司要求的其他細節事項。若本公司進行或促使進行旨在維修或更換的行動,不能當作本公司已決定維修或更換。

若因為有關現行街道分佈或房屋建築的市政或其他法規或其他事由引致本公司無法女火維修或更換所保的財產,則在任何情況下,本公司僅須支付若法律許可下可維修至原本狀況,所須維修及更換該財產的費用。

### 5 合理的預防措施

受保人須保持財產處於良好的狀況,並已採取一切合理的預防措施,以免財產出現損毀。

### 6 保額不足

若所保財產在開始損毀或損失時的總價值高於保額,受保人須被視為有關差額的自行承保人,並對部份比例的損失承擔責任。若本保單所保財產不止一項時,應逐項獨立分別按照本條款的規定分攤。

# 第八節 - 第三節- 租金損失升級保障(自選保障,適用於計劃4及計劃5)

(本節必須訂明於承保表內方可生效)

# 保障範圍

承保表內所列第三節顯示的保額須取代為120,000港元或180,000港元,視乎您已購買的自選保障而定。有關升級每月保額,亦請參閱保額表(與承保表內所列第八節顯示的保額相應)。第三節的所有其他條款及細則將維持不變。

# 保額表(港元)

身份	業主	業主(自住) / 佔用人 / 租客			出租)	
計劃	計劃1	計劃2	計劃3	計劃4	計劃5	
保障	1	每個保單年度的 最高賠償額 (港元	)	每個保單年度的 最高賠償額 (港元)		
第一節 - 家居財物						
傢俱、裝置及設備、 家用電器及個人物件		參閱		參	閱	
每件	- Γ <u>‡</u>	安面積劃分的保額	<b>麦</b> 」	「按面積劃分的保額表」		
貴重物品	600,000	600,000或家居財物保額的三份一, 以較低者為準				
每件	15,000	18,000	20,000			
電腦	3,000	5,000	5,000			
桌面電腦          每部	3,000	5,000	5,000			
手提電腦 每部	3,000	5,000	5,000			
平板電腦 每部	1,000	2,000	2,000			
	每個保單年度	桌面/手提/平板電	。 閻腦的其中一部			
第一節的額外保障						
1.1 維修期間引致的損毀		保障範圍			範圍	
總工程費: 計劃 1:100,000; 計劃 2、計劃 3、 計劃 4 及 計劃 5:200,000						

# 保額表(港元)

身份		業主(自住)/佔用人/租客			業主(出租)	
計劃		計劃1	計劃2	計劃3	計劃4	計劃5
保障		每個保單年度的 最高賠償額 (港元)		每個保單年度的 最高賠償額(港元)		
1.2	臨時居所					
a.	在您的居所因家居財物的意外損失或損毀而導致 不宜居住期間的臨時居所費用	90,000				
b.	颱風暫避 因懸掛八號或以上颱風或黑色暴雨警告,導致您 家居的食水或電力暫停供應或前往您居所的電梯 服務暫停超過連續六小時期間的臨時住宿費用及 膳食津貼	不適用	7,500	10,000	不適用	
	住宿		每天1,000 (最多5天)	每天1,500 (最多5天)		
	膳食津貼 (在無安排住宿下不會獲得賠償)		每天500 (最多5天)	每天500 (最多5天)		
1.3	建築師、測量師及顧問工程師費用		家居財物保額的5%	%	家居財物保額的5%	
1.4	保額自動還原(只適用於家居財物)	適用		適用		
1.5	易碎物品	5,000	5,000	8,000	不適用	
	未開瓶的酒類的意外損毀	不適用	每瓶最	高1,200		
1.6	信用卡盜用	10,000	10,000	15,000	不过	<b>適用</b>
1.7	家庭僱傭的個人物件(每名僱傭)	25,000	25,000	25,000	不適用	
	每件	1,000	1,000	1,000		
1.8	冰箱食物	5,000	6,000	8,000	不適用	
1.9	家居搬遷	保障範圍		保障範圍		
	每件	10,000	12,000	15,000	10,000	12,000
1.10	山泥傾瀉及地陷	保障範圍		保障範圍		
1.11	<b>門鎖替換</b> 因盜竊或入屋犯法罪後更換門鎖、鑰匙及窗戶	3,000	5,000	6,000	3,000 6,000	
1.12	金錢	2,500	3,000	3,000	不適用	
1.13	人身意外					
	受保人(18歲以上至70歲以下)	50,000	50,000	50,000		
	受保人(18歲或以下或70歲或以上)	25,000	25,000	25,000	不適用	
	首個保單年度後的客戶或會員獎賞				个划	<b></b>
	受保人(18歲以上至70歲以下)	100,000	100,000	100,000		
	受保人(18歲或以下或70歲或以上)	50,000	50,000	50,000		
1.14	由您保管的財物 (每件10,000)	50,000	50,000	50,000	不適用	
1.15	廢棄物清理	核實損失的10%		核實損失的10%		
1.16	信用卡 / 個人文件的補發費用	2,000 2,500 2,500		不知	<b>適用</b>	
1.17	短暫寄存	50,000	60,000	70,000	30,000	50,000
	每件	10,000	10,000	10,000	10,000	10,000
	因進行清潔、維修或保養以外的理由而需短暫 寄存,貴重物品不受保	不適用		35,000	不適用	
	每件			5,000		

# 保額表(港元)

身份	業主(自住) / 佔用人 / 租客			業主(出租)	
計劃	計劃1	計劃2	計劃3	計劃4	計劃5
保障	毎個保單年度的 最高賠償額 (港元)			每個保單年度的 最高賠償額(港元)	
1.18 位於戶外的財產		50,000 (每件5,000)		50,000 (每件5,000)	
1.19 24小時家居支援熱線服務					
1 電工轉介 2 水管工人轉介 3 鎖匠轉介 4 家中診症/牙科治療轉介 5 保姆/家庭看護轉介 6 滅蟲/家居清潔服務轉介 7 家居物品普通維修轉介 8 本地家庭僱僱會介及海外家庭僱僱諮詢服務 9 冷暖空調工程師轉介 10 醫療服務提供者轉介 11 物業出售/租務糾紛的免費法律/仲裁轉介服務	免費			免費	
第一節的自負額					
桌面 / 手提 / 平板電腦	500			不適田	
易碎物品	500		不適用		
山泥傾瀉及地陷	10,000或損失的10%,以較高者為準		10,000或損失的10%, 以較高者為準		
水災造成的損毀	參閱承保表		參閱承保表		
第二節 - 第三者責任	10,000,000			10,000,000	
額外保障					
2.1 租客對租住樓宇的責任	保障範圍		不適用		
2.2 獨立承判商的責任	保障範圍		保障範圍		
總工程費: 計劃 1 及 計劃 4:100,000 ; 計劃 2、計劃 3 及 計劃 5:200,000					
第二節的自負額	參閱承保表		參閱承保表		
第三節 - 租金損失					
租金損失(最多3個月)				60,000	90,000
每月	不適用		20,000	30,000	
第三節的自負額			首兩星期		
 自選保障					
第四節 - 全球個人財物 (自選保障)		30,000			
a. 貴重物品 每件	5,000				
b. 金錢	2,500				
c. 信用卡盜用	10,000				
d. 個人文件的補發費用	1,500				

# 保額表(港元)

身份	業主	(自住) / 佔用人	/租客	業主(	出租)
計劃	計劃1	計劃2	計劃3	計劃4	計劃5
保障	每個保單年度的 最高賠償額 (港元)		每個保單年度的 最高賠償額(港元)		
第五節 - 前物業擁有者或發展商的裝置及設備 (自選保障)					
a. 200,000				冷	<b></b>
b. 500,000	· 適用 ·		適用		
c. 1,000,000			不適用	適用	
第五節的自負額	與第一節 - 居所財物的自負額相同		與第一節 - 居所則	與第一節 - 居所財物的自負額相同	
第六節 - 第二節升級保障 - 第三者責任 (自選保障)					
a. 第二節 - 第三者責任保額升級至合共15,000,000	適用		適用		
b. 第二節 - 第三者責任保額升級至合共20,000,000					
第六節的自負額	與第二節 - 第三者責任的自負額相同		與第二節 - 第三者責任的自負額相同		
第七節 - 樓宇保障 (自選保障)	重置費用 < 最多為200,000,000 >		重置費用 <最多為200,000,000>		
廢棄物清理	重置費用的5%		重置費用的5%		
建築師、測量師及顧問工程師費用、 律師費及 其他費用	重置費用的5% 重置費用的5%		用的5%		
重置樓宇費用	保障範圍		保障範圍		
山泥傾瀉及地陷	保障範圍		保障範圍		
第七節的自負額					
山泥傾瀉及地陷	10,000或10%,以較高者為準		10,000或10%,以較高者為準		
水災造成的損毀	3,000		3,000		
第八節 - 第三節升級保障 - 租金損失 (自選保障)					
a. 第三節 - 租金損失保額升級至合共120,000,每月 40,000 (最多3個月)	- 不適用 -		適用		
b. 第三節 - 租金損失保額升級至合共180,000,每月 60,000 (最多3個月)			不適用	適用	
第八節的自負額			首兩星期		

### 上述保額表的解釋附註:

- 1 2 3
- 每項保障的「保額」於「每個保單年度的最高賠償額」下列明。 所有數字均為港元。 除非另有訂明,否則一項保障的「保額」是指我們在每個保險期內須負的最高責任為總累積賠償額。

# 相關分節摘要:基於保單持有人(即受保人)的不同身份提供的物品或責任保障。詳情請參閱本保單的條款及則。

	身份							
	業主(自住)/ 佔用人/業主(出租), 並非租客/租客的家屬	租客(或其家屬)						
· · · · · · · · · · · · · · · · · · ·								
由自己提供 (您及 / 或您的家屬或任何人士為您 / 您的家屬放置)	第一節 - 家居財物	第一節 - 家居財物						
由前物業擁有者及發展商提供	由自選附加保障所提供: (1) 樓宇保障(第七節) 或 (2) 前物業擁有者或發展商的 裝置及設備(第五節)	第二節 - 第三者責任 2.1分節 - 租客責任						
由業主提供	不適用	第二節 - 第三者責任 2.1分節 - 租客責任						
<b>家具</b>								
由自己提供 (您及 / 或您的家屬或任何人士為您 / 您的家屬放置)	第一節 - 家居財物	第一節 - 家居財物						
由前物業擁有者及發展商提供	第一節 - 家居財物	第二節 - 第三者責任 2.1分節 - 租客責任						
由業主提供	不適用	第二節 - 第三者責任 2.1分節 - 租客責任						
家用電器								
由自己提供 (您及 / 或您的家屬或任何人士為您 / 您的家屬放置)	第一節 - 家居財物	第一節 - 家居財物						
由前物業擁有者及發展商提供	第一節 - 家居財物	第二節 - 第三者責任 2.1分節 - 租客責任						
由業主提供	不適用	第一節 - 家居財物 若屬家居使用,並已列明在租約內 (第1.9節 - 家居搬遷; 第1.10節 - 山泥傾瀉及地陷及 第1.17節 - 短暫寄存除外)						

# 說明例子:

若我是租客,我的業主在我租賃的居所放置了一部冷氣機,而該冷氣機已列明在租約內。該部冷氣機若遭意外損毀可獲得第一節 - 「家居財物」所保障。

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# 如何索取賠償

### 您須要

- 1 查看受傷、意外或損失的起因是否在保單的保障範圍之內。保單已詳細列明保障範圍、不受保範圍以及如何處理賠償。
- 2 遵從本保單內第24至第26頁所載的條款。
- 3 您可向本公司索取賠償表格,並填妥該表格。
- 4 拍攝損毀項目的照片,並盡快評估維修或更換的費用。我們應獲給予機會視察有關損毀及於正式開始進行永久維修前審核有關費用。 但為了防止進一步損毀而需要的臨時維修,應由您安排及立刻進行,並保留有關賬單,因為有關費用可能構成您賠償的一部份。 您應在有需要時向警方或其他當局報告有關損失。
- 5 關於可能導致根據本保單索取賠償的任何受傷、意外或損失,最重要的是您:
  - a) 盡快以書面告知我們及提供全部詳情
  - b) 將任何令狀、傳票或其他法律文件交給我們

### 我們將會

- 1 在有需要時安排人員盡快致電您。該名人員將會是我們的員工或我們指示的任何人士。
- 2 在其他情況下,若我們需要任何更多資料,我們會告知您。

重要事項 - 請跟從這些指引,因為它們將有助我們處理您的賠償。 請在所有通訊當中列明您的保單號碼及/或賠償號碼。

倘若您有任何疑問或需要進一步意見,請致電 (852) 2523 3061 聯絡我們。

當您一旦向我們索取賠償,我們便會委派一名「理賠員」專責協助您。

# 收集個人資料聲明

安盛保險有限公司(下稱"本公司")明白其就《個人資料(私隱)條例》(香港法例第486章)("條例")收集、持有、處理、使用和/或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料,並將採取一切切實可行的步驟,確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟,確保個人資料的安全性,及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意,如果閣下不向本公司提供閣下的個人資料,我們可能無法提供閣下所需的資料、產品或服務,或無法處理閣下的要求。

**目的:**本公司不時有必要收集閣下的個人資料(包括信用資料和以往申索紀錄),並可能因下列各項目的("**有關目的**")而供本公司使用、存儲、處理、轉移、披露或共享該等個人資料:

- 1 向閣下推介、提供和營銷本公司、安盛集團的其他公司("**安盛關聯方"**)或本公司的商業合作夥伴(參閱下文"**在直接促銷中使用及將其個人資料提供予其他** 人士"部份)之產品/服務,以及提供、維持、管理和操作該等產品/服務;
- 2 處理和評估閣下就本公司及安盛關聯方所提供之產品/服務提出的任何申請或要求;
- 3 向閣下提供後續服務,包括但不限於執行/管理已發出的保單;
- 4 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的,包括索賠調查;
- 5 偵測和防止欺詐行為(無論是否與就由本公司及/或安盛關聯方提供的產品/服務有關);
- 6 評估閣下的財務需求;
- 7 為客戶設計產品/服務;
- 8 為統計或其他目的進行市場研究;
- 9 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料;
- 10 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查;
- 11 進行身份和/或信用核查和/或債務追收;
- 12 遵守任何適用的司法管轄區的法律;
- 13 開展與本公司業務經營有關的其他服務;及
- 14 與上述任何目的直接有關的其他目的。

個人資料的轉移:個人資料將予以保密,但在遵守任何適用法律條文的前提下,可提供給:

- 位於香港或香港以外其他地方的任何安盛關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會、基金管理公司或金融機構,以及就此方面而言,閣下同意將閣下的資料轉移至香港境外;
- 2 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探);
- 3 在香港或香港以外其他地方向本公司和/或安盛關聯方提供行政,技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或 第三方;
- 4 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司;
- 5 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者;
- 6 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關;及
- 7 在有合理需要履行任何上述有關目的段落2, 3, 4及5之情況下,以下人士:保險理算人、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地,或是通過防欺詐組織或本段中指名的其他人士)、警察、和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

如欲了解本公司為促銷目的使用閣下的個人資料的政策,請參閱下文"在直接促銷中使用及將其個人資料提供予其他人士"部份。

閣下的個人資料將僅為上文中規定的一個或多個有關目的而被轉移。

### 在直接促銷中使用及將其個人資料提供予其他人士

本公司有意:

- 1 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷;
- 2 就本公司,安盛關聯方,本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員 或優惠計劃):
  - a) 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務;
  - b) 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的產品及 服務及高級消費類產品;
- 3 以上服務及產品將會由本公司及/或以下機構提供:
  - a) 任何安盛關聯方;
  - b) 第三方金融機構;
  - c) 提供上文2.所列之服務及產品之本公司及/或安盛關聯方的商業合作夥伴或合作品牌夥伴;
  - d) 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者;
- 4 除由本公司促銷上述服務及產品外,本公司亦有意將上文1.段部份所述的資料提供予上文3.段部份所述的全部或任何人士,以供該等人士在促銷該等服務及產品中使用,而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上文所述的目的或提供予上文所述的人士之前,本公司須獲得閣下的書面同意,及只在獲得閣下的書面同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下給予本公司有關使用閣下的個人資料及提供予其他人士作任何促銷用途的同意。

閣下如欲撤回閣下給予本公司的同意,請發信至下文**"個人資料的查閱和更正"**部份所列的地址通知本公司。本公司會在不收取任何費用的情況下確保不會將閣下納入日後的直接促銷活動中。

**個人資料的查閱和更正:**根據條例,閣下有權查明本公司是否持有閣下的個人資料,獲取該資料的副本,以及更正任何不準確的資料。閣下還可以要求本公司告知閣下本公司所持個人資料的種類。

查閱和更正的要求,或有關獲取政策、常規及本公司所持的資料種類的資料,均應以書面形式發送至:

香港黃竹坑黃竹坑道38號安盛匯5樓

安盛保險有限公司

個人資料保護主任

本公司可能會向閣下收取合理的費用,以抵銷本公司為執行閣下的資料查閱要求而引致的行政和實際費用。

# 我們對客戶的關懷

我們安盛保險有限公司致力為所有保單持有人提供高質素服務。若在任何時候,我們所提供的服務未達您預期的水平,您可按以下程序反映意見

- · 您應先與您的保險代理或經紀聯絡。您亦可選擇向負責處理您所提及事宜的AXA安盛保險經理反映意見
- 若您與上述人士接觸後認為需要進一步協助,請致函:

AXAGI – CCGM

香港郵政總局94號信箱

我們重視您的意見,這將有助我們為您提供更佳服務。我們向您保證會公平及迅速處理每宗投訴。

我們將會於兩個工作天內知會您以確認收到您的投訴,之後便會就您的投訴展開調查。

· 安盛保險有限公司是保險投訴局的成員。

若您的投訴與賠償有關,而經過上述程序之後,您的賠償仍未能獲得圓滿解決,您可致函保險投訴局,地址如下

保險投訴局

香港灣仔販古

香港灣仔駱克道353號 三湘大廈29樓

若保險投訴局決定我們在處理您的賠償時有不合理或技術上不正確的情況,他們的決定將會基於我們已簽訂的協議條款而對我們具有約束力。

**重要事項:**請謹記在任何與我們的通訊中註明您的保單號碼。

註:所有金額均以港元計算。

此中文譯本只供參考之用,如有歧異,概以英文版本為準。

# 客戶服務熱線:

請妥善保存本保單。如有任何查詢,請聯絡您的保險代理或經紀或致電我們:

- ・ (852) 2867 8688 查詢保單保障範圍
- ・ (852) 2867 8555 查詢賠償事宜

熱線辦公時間:星期一至五上午九時至下午一時,下午二時至五時三十分(公眾假期除外)



SmartHome Plus Plan 1, 2, 3, 4, 5 「卓越」豐盛優居樂計劃 1, 2, 3, 4, 5

# 安盛保險有限公司

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