

HomeCare Insurance Policy



This Policy is a contract between We, FWD General Insurance Company Limited (hereinafter also called “the Company”) and You, the Insured.

The Proposal Form and Declaration which You signed is the basis of this contract.

We will insure You under those sections shown in the Schedule during any Period of Insurance for which we have accepted your premium.

We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements including clauses and memoranda attached are forming part of this Policy. This Policy covers accidental loss, damage or legal liability, which may occur during any Period of Insurance.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Proposal Form and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

IMPORTANT NOTICE

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. According to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at your request.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

1. DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.

1.1 COMPANY/US/WE/OUR

FWD General Insurance Company Limited.

1.2 YOU/YOUR

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

1.3 YOUR FAMILY MEMBERS

Your spouse, children, parents or relatives normally living with You at the Home.

1.4 PERIOD OF INSURANCE

The period specified in the Schedule for which We have agreed to accept, and You have paid or agreed to pay the premium.

1.5 HOME

House, flat or apartment being constructed of bricks, stone or concrete, roofed with concrete and situated in Hong Kong which is occupied as private dwelling and specified in the Schedule.

1.6 BUILDING

The structure of Your Home specified in the Schedule including:

- (a) landlord fixtures and fittings;
- (b) garages or outbuildings used for domestic purposes only and the garden walls, gates, fences, hedges, patios, paths and driveways.

1.7 FLAT / APARTMENT

One room or a set of rooms in a single occupied dwelling within a high-rise or multi-storey building (other than a House).

1.8 HOUSE

Any building up to four storeys high.

1.9 HONG KONG

Hong Kong Special Administrative Region.

1.10 HOUSEHOLD CONTENTS

Household Contents in or on the buildings forming the Home belonging to You or for which You or Your Family Members are responsible, but We do not cover:

- (a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implements), caravans, watercraft (other than hand-propelled), trailers, and their accessories;
- (b) Any living creatures, animals and pets;
- (c) Standing timber, trees, lawns, shrubs, growing crops and plants;
- (d) Building including landlord's fixtures and fittings;
- (e) Securities, money, deeds, certificates and documents, stamps collection;
- (f) Specially Held Items;
- (g) Mobile / portable telephones, pagers;
- (h) Household Contents contained in open areas or on roofs;
- (i) Aircraft or aerial devices;
- (j) Aerials, external television and radio antennae or satellite dish;
- (k) Spectacles, contact or corneal lenses;
- (l) Sporting equipment whilst in use;
- (m) Computer system records.

1.11 VALUABLES

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, paintings, curios, collections of porcelain or crystal, antique, antique books, furs, musical instruments (except pianos) belonging to You or Your Family Members, but not Specially Held Items.

1.12 MONEY

Coins, currency notes, bank notes, postal stamps in current use not forming part of a stamp collection, cheques, postal or other money order belonging to You or Your Family Members, but not Specially Held Items.

1.13 PERSONAL EFFECTS

Articles of personal use specifically designed to be worn or carried belonging to You or Your Family Members but not Valuables, Money or Specially Held Items.

1.14 SPECIALLY HELD ITEMS

- (a) Items which are held or used in connection with any profession, business or employment or
- (b) Items which are insured under a separate policy.

1.15 UNINSURABLE RISKS

We do not cover loss or damage caused by or arising from

- (a) scratching, denting, rust, corrosion, wear and tear or depreciation;
- (b) rot, fungus, woodworm, beetle, moth, insects or vermin;
- (c) mechanical or electrical fault or breakdown;
- (d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
- (e) the carrying out of decoration, renovation, alterations, additions or repairs by any contractors, unless the job period does not exceed two days;
- (f) any gradually operating cause;
- (g) consequential loss or damage of any kind of description;
- (h) infidelity or dishonesty on the part of You, Your Family Members or any of your employees;
- (i) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light;
- (j) unexplained loss or mysterious disappearance;
- (k) misuse, inherent defect, faulty design or workmanship;
- (l) domestic animals;
- (m) pollution or contamination except loss or damage caused by pollution or contamination which results from a peril not excluded in this Policy.

1.16 UNOCCUPIED

- (a) The Home is insufficiently furnished for normal living purpose or
- (b) The Home has not been lived in for more than 60 consecutive days.

1.17 ACCIDENTAL LOSS OR DAMAGE

Physical Loss or damage caused by an unforeseen and unexpected event, which independent of any other cause is the sole and direct cause of the loss or damage. Intentional loss or damage is excluded.

1.18 ACCIDENTAL BODILY INJURY

Accidental injury to any person other than You or Your Family Members. Injury shall mean bodily injury and shall include death, disease or illness.

1.19 CLAIM PAYMENT

The amount We agree to pay You for claim arising from an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.20 EXCESS

The first amount of any claim which we do not pay.

1.21 REINSTATEMENT SETTLEMENT

The cost of repairing the damaged property or replacing the property, which is lost or damaged beyond economic repair with an article substantially of the same kind. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.22 INDEMNITY SETTLEMENT

The cost of replacement or repair of that part of the insured property lost or damaged less an amount for wear and tear or depreciation. We will also take into account any improvement directly resulting from the replacement or repair.

2. SECTION 1 – HOUSEHOLD CONTENTS

Household Contents belonging to You or Your Family Members are insured whilst contained in your Home, against any Accidental Loss or Damage, but We do not cover:

- (a) Theft
 - (i) if the Home is Unoccupied.
 - (ii) if the Home or any part is lent or let unless force is used to enter the Home.
 - (iii) by deception unless deception is used to enter the Home.
- (b) Malicious Damage or vandalism
 - (i) if the Home is Unoccupied.
 - (ii) by a person lawfully in the Home.
- (c) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is Unoccupied.
- (d) Damage to Specially Held Items.
- (e) Damage arising from Uninsurable Risks.
- (f) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.
- (g) Household Contents separately and specially insured in any other policy.

2.1 INSURANCE COVERAGE ON RENTED HOMES

If your Home is leased or rented to any one but You, We will only pay for loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle, horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

2.2 EXTRA BENEFITS PROVIDED

The Limit of Indemnity includes the following Extra Benefits except 2.2.1 & 2.2.4 which is payable in addition to the Limit of Indemnity

2.2.1 ALTERNATIVE ACCOMMODATION

In the event your Home has been rendered uninhabitable as a result of any Accidental Loss or Damage under this Section 1, We will

(a) if your Home is owned by and lived in You and Your Family Members at the time of the Accidental Loss or Damage;

(b) if You and Your Family Members are tenants of your Home and are required to continue to pay rent under your lease,

pay the costs incurred for temporary accommodation that we decide is reasonable and appropriate for You and Your Family Members while your Home is being rebuilt, repaired or replaced.

Any Claim Payment will not be more than HK\$1,500 per day and in the aggregate not more than HK\$50,000 during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity.

2.2.2 TEMPORARY REMOVAL

We will cover the Household Contents whilst in temporary removal from your Home for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, and within Hong Kong.

Any Claim Payment will not be more than HK\$50,000 and in the aggregate during each Period of Insurance.

2.2.3 WINDOW, LOCK & KEY

We will pay the reasonable cost incurred for the replacement and installation of window, external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage due to burglary or attempt thereat subject to a maximum amount of HK\$3,000 during each Period of Insurance.

2.2.4 PERSONAL ACCIDENT

In the event of accidental death of You or Your Family Members within three calendar months as a direct result of fire or theft at your Home, we will pay HK\$100,000 being the maximum compensation for your death and each deceased family member subject to an aggregate amount of HK\$400,000 (that is, up to a maximum of four deaths) during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity. The extra benefit shall be paid to the estate of the deceased person or, in the event the deceased person is a minor, his or her guardian or parent(s).

2.2.5 FROZEN FOOD

We will pay the replacement cost of frozen food in your freezer or your refrigerator at Home should the frozen food be spoilt due to change in temperature caused by accidental means. We will not pay for any loss or damage caused by:

(a) accidental breakdown of the refrigerator which is more than 5 years old.

(b) deliberate act of the electricity supply authority or its employees.

The maximum amount We will pay is HK\$5,000 during each Period of Insurance.

2.2.6 HOME REMOVAL

In the event of You and all Your Family Members moving Home, we will cover the Household Contents whilst in transit by professional removers from your Home to your new permanent residence within the territory of Hong Kong and whilst in temporary storage, for up to 7 days in a furniture depository.

We will not pay for

(a) any loss or damage not reported to us within 7 days of delivery to the new home,

(b) loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.

Any Claim Payment will not be more than HK\$100,000 during each Period of Insurance.

Moreover, if you inform us before your move, we will cover the Household Contents at the new Home for a period of two months from the beginning of the move or up to the end of the Period of Insurance, whichever comes first.

This Extra Benefit will cease on expiration of the two months or the end of the Period of Insurance whichever comes first.

2.2.7 PERSONAL MONEY

We will indemnify You or Your Family Members against accidental loss or theft of Money within Your Home but We do not cover loss:

(a) which are not reported within 24 hours of discovery to the police;

(b) caused by depreciation, confiscation or shortage due to errors or omissions.

Any Claim Payment will not be more than HK\$2,500 during each Period of Insurance

2.2.8 TENANTS IMPROVEMENT

We will cover the following tenant's improvement in Your Home which are belonging to You or for which You are legally responsible:

- (a) Ceiling coverings;
- (b) Wall coverings;
- (c) Floor coverings;
- (d) Skirts along bottom of the wall;
- (e) Windows;
- (f) Doors.

2.2.9 REMOVAL OF DEBRIS

We will pay for the reasonable costs of removing debris of the Household Contents following loss or damage insured under this Section from the Home to the nearest authorised facility. Any Claim Payment will not be more than HK\$10,000 during each Period of Insurance.

2.2.10 DOMESTIC HELPER'S PROPERTY

We will pay for loss of or damage to the personal property of Your domestic helper normally residing in the Home. We will not pay for any properties not included in the definition of Household Contents or caused by Uninsurable Risks.

Any Claim Payment will not be more than HK\$1,000 for any one item and up to HK\$ 5,000 any one loss and in the aggregate during each Period of Insurance.

2.2.11 INTERIOR RENOVATION

We will cover the Household Contents during the period of interior renovation by contractors including additions, alterations and repairs within your Home provided that the period of interior renovation shall not be longer than two months.

Any Claim Payment will not be more than HK\$100,000 during each Period of Insurance.

This Extra Benefit will cease on expiration of the period of interior decoration (not more than two months) or the end of the Period of Insurance whichever comes first.

2.3 BASIS OF CLAIM PAYMENT

2.3.1 A Reinstatement Settlement will be made.

2.3.2 An Indemnity Settlement basis will be applied if

- (a) Claims are on clothing, furs, household linen, curtains and upholstery;
- (b) You decide not to re-instate, repair or replace the Household Contents.

2.3.3 Any Claim Payment will not be more than:

- (a) HK\$150,000 for any single item of Household Contents.
- (b) HK\$10,000 for any single item of Valuables unless specified in the Schedule and subject to an aggregate limit of HK\$150,000 or 30% of the Limit of Indemnity of Household Contents, whichever is the lesser, during each Period of Insurance.

2.3.4 The maximum amount We will pay under this Section 1 shall not exceed the Limit of Indemnity as specified in the Schedule during each Period of Insurance.

2.3.5 Where any insured item consists of articles in a pair or set, We are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair and set.

2.4 EXCESS

If the Home is a House, We do not cover the first HK\$10,000 or 10% of the loss, whichever is the greater, in respect of each claim caused by water, typhoon, windstorm or landslip and subsidence.

3. SECTION 2 – PERSONAL LIABILITY

We will indemnify You and Your Family Members in respect of all sums which You or Your Family Members will become legally liable

- (a) as a private householder occupying the Home;
- (b) as owner of the Home;
- (c) in a personal capacity;

in respect of:

- (a) Accidental Bodily Injury to any person;
- (b) Accidental Loss of or Damage to property;

occurring during the Period of Insurance and within Hong Kong or elsewhere in the world in respect of temporary visits of not exceeding 90 consecutive days each visit.

We will also pay the legal costs and expenses recoverable by any claimant from You or Your Family Members and all costs and expenses incurred with our written consent.

- 3.1** Our liability under this Section for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$5,000,000 but We do not indemnify You in respect of:-
- 3.1.1 bodily injury to You or Your Family Members or any person in the service of You.
 - 3.1.2 loss of or damage to property belonging to or in the custody or control of You or Your Family Members or any person in the service of You.
 - 3.1.3 liabilities arising from the ownership, occupation or use of any land or building other than (1) the Home specified in the schedule, or (2) the occupation only of any temporary residence.
 - 3.1.4 any criminal activity, or wilful or malicious act.
 - 3.1.5 any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
 - 3.1.6 the exercise of any trade profession or employment other than the employment of domestic servants in your service.
 - 3.1.7 the ownership possession, driving or use (other than use a passenger having no right or control) of mechanically-propelled vehicles, aircraft or watercraft.
 - 3.1.8 the use of any horse for hunting, racing or polo.
 - 3.1.9 the ownership, use or possession of any animal other than domestic dog or cat.
 - 3.1.10 personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal injury or Bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
 - 3.1.11 the cost of removing, nullifying or cleaning-up seeping, pollution or contamination substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
 - 3.1.12 fines, penalties, punitive or exemplary damages.
 - 3.1.13 liabilities for any claim or claims for loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.
- 3.2** We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter We shall be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation on recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.
- 3.3 TENANTS LIABILITY EXTENSION**
Exception 3.1.2 under Section 2 in respect of property in the custody or control of You or Your Family Members or any person in the service of You shall not apply in the event of loss or damage to the Home (including landlord's buildings, fixtures and fittings) hired or rented to You. Provided that this extension shall not apply to such loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement.
- 3.4 JURISDICTION CLAUSE**
The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

**4. SECTION 3 – WORLDWIDE ALL RISKS
(This section only applies when specified in the Schedule)**

Meaning of the words

Specified Valuables and Personal Effects means **Valuables** and **Personal Effects**, which are individually itemised under Section 3 of the Schedule.

Unspecified Personal Possessions means **Valuables** and **Personal Effects** other than **Specified Valuables and Personal Effects**.

Specified Valuables and Personal Effects and Unspecified Personal Possessions when shown under Section 3 of

the schedule will be insured against any accidental loss or damage happened within Hong Kong or elsewhere in the world in respect of temporary visits of not exceeding 90 consecutive days each visit, but We do not cover:

- (a) Spectacles, contact or corneal lenses
- (b) Specially Held Items
- (c) Theft
 - (i) by deception unless deception is used to enter the Home.
 - (ii) from any unattended vehicle unless all windows are securely closed and all doors and the boot are locked.
 - (iii) from any open or convertible car, or a car with the sun roof open, unless the items kept in a locked boot.
 - (iv) of any pedal cycle whilst situated away from the Home unless securely locked at the time of loss.
- (d) Loss of or damage to any pedal cycle while being used for racing or reliability or time trials.
- (e) Damage to sporting equipment whilst in use
- (f) Malicious acts by You or Your Family Members
- (g) Uninsurable Risks
- (h) Any item of Valuables or Personal Effects separately insured in any other policy
- (i) Detention, seizure or confiscation by customs or other officials
- (j) Mobile/portable telephones, pagers
- (k) Computer system records

4.1 OTHER BENEFITS PROVIDED

4.1.1 PERSONAL DOCUMENTS

We will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards, passports and personal document including identity cards and any certificate of identity for You or Your Family Members following accidental loss of baggage or purse belonging to You or Your Family Members. Any Claim Payment will not be more than HK\$2,500 and in the aggregate during each Period of Insurance.

4.1.2 PERSONAL MONEY

We will indemnify You or Your Family Members against accidental loss or theft of Money away from the Home but We do not cover loss:

- (a) which are not reported within 24 hours of discovery to the local police authority
- (b) caused by depreciation, confiscation or shortage due to errors or omissions
- (c) arising from Uninsurable Risks

Any Claim Payment will not be more than HK\$2,500 and in the aggregate during each Period of Insurance.

4.1.3 CREDIT CARDS

We will indemnify You or Your Family Members against accidental loss due to unauthorised use of credit card anywhere in the world provided that:

- (a) You comply with all the terms and conditions under which the credit card is issued, and
- (b) You report within 24 hours after discovery of all losses of credit card to the police and the issuer of the credit cards, and
- (c) Your loss cannot be recovered from any other source.

Any Claim Payment will not be more than HK\$5,000 and in the aggregate during each Period of insurance.

4.2 BASIS OF CLAIM PAYMENT

4.2.1 A Reinstatement Settlement will be made.

4.2.2 An Indemnity Settlement basis will be applied if:

- (a) Claims are on clothing and furs.
- (b) You decide not to re-instate, repair or replace the insured items.

4.2.3 Where any insured item consists of articles in a pair or set, We are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

4.2.4 The most We will pay

- (a) for Specified Valuables and Personal Effects is the respective sum insured for the individual items as shown in the Schedule.
- (b) for Unspecified Personal Possessions is
 - (i) HK\$ 5,000 for any item, pair or collection
 - (ii) Up to the Limit of Indemnity for Unspecified Personal Possessions as shown in the Schedule in the aggregate during each Period of Insurance.

4.3 EXCESS

We do not cover the first HK\$250 or the Amount specified in the Schedule, whichever is the greater, in respect of each claim.

5. SECTION 4 – BUILDING

(This section only applies when specified in the Schedule)

We will cover Your Building against any Accidental Loss or Damage, except the Loss or Damage is caused by or arising from:

- (a) Theft
 - (i) if the Home is Unoccupied.
 - (ii) if the Home or any part is lent or let unless force is used to enter the Home.
 - (iii) by deception unless deception is used to enter the Home.
- (b) Malicious Damage or vandalism
 - (i) if the Home is Unoccupied.
 - (ii) by a person lawfully in the Home.
- (c) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is Unoccupied.
- (d) Damage arising from Uninsurable Risks.
- (e) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

5.1 ADDITIONAL CLAUSES

5.1.1 Average Clause

If your Building shall at the time of any loss or damage for which indemnity is provided under this insurance be of greater value than the Sum Insured then You shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage accordingly and every item of your Building shall be separately subject to this condition.

5.1.2 Landslip and Subsidence Clause

This insurance cover loss of or damage to your Building directly caused by subsidence of the site or landslip, occurring during the Period of Insurance but excluding:

- 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 3 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 your Building
- 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 of description
- 6) the Excess, 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 insurance

WARRANTED:

- 1) You shall maintain your Building in sound repair and shall take all response steps to prevent damage from the perils covered.
- 2) You shall notify Us immediately:
 - (a) any excavations are commenced beneath, around or in the vicinity of your Building. In such event We shall have the right to vary or cancel the cover provided under this insurance
 - (b) of the operation of an insured peril affecting any part of the site (whether or not your Building is involved) or its nearby surroundings.

5.2 BASIS OF CLAIM PAYMENT

5.2.1 A Reinstatement Settlement will be made.

5.2.2 An Indemnity Settlement basis will be applied if You decide not to re-instate, repair or replace the insured items.

5.2.3 Where any insured item consists of articles in a pair or set, We are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

5.2.4 The most We will pay is up to the Sum Insured as shown in the Schedule in the aggregate during each Period of Insurance.

5.3 EXCESS

- 5.3.1 If the Home is a Flat or Apartment, We do not cover:
- The first HK\$1,000 or 10% of the loss, whichever is the greater, in respect of each claim caused by water, typhoon, windstorm or landslip and subsidence.
 - The first HK\$1,000 in respect of each claim resulting from any other cause.
- 5.3.2 If the Home is a House, We do not cover:
- The first HK\$10,000 or 10% of the loss, whichever is the greater, in respect of each claim caused by water, typhoon, windstorm or landslip and subsidence.
 - The first HK\$1,000 in respect of each claim resulting from any other cause.

6. CONDITIONS

6.1 CLAIMS CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 6.1.1 When a claim occurs or is likely to occur You must advise Us in writing as soon as reasonable possible but not later than 30 days of the occurrence.
- 6.1.2 For loss or damage claims You must:
- at your expense provide Us with all certificates information and evidence as We may request.
 - notify the police immediately of any loss by deception theft, malicious acts or riot.
- 6.1.3 For liability claims You must:-
- send to Us any letter, claim writ or summons immediately it is received.
 - advise Us immediately You have knowledge of any impending prosecution inquest or fatal inquiry.
 - not make any admission, offer or promise of payment without our consent and we shall be entitled if We so desire to take over and conduct in your name the defence of settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.
- 6.1.4 For personal accident claims You must:
- forward at your expenses all certificate and information required by Us.
 - submit to medical examination as often as required by Us at our expenses.
- 6.1.5 You must assist Us with your claim by providing all such information and documents We may require. If You do not do so We may not pay your claim.

6.2 CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 6.2.1 Prevention of loss
You and Your Family Members must comply with all statutory obligations and take all reasonable step to:-
- prevent loss, damage or injury and
 - maintain in efficient conditions and good repair any insured property
- 6.2.2 Change in risk
During the currency of this Policy, You must advise Us of any change in your occupation or circumstance which would increase the possibility of loss and pay an additional premium if We require.
- 6.2.3 Cancellation
- By You
You may cancel this Policy by sending written notice to Us. Provided no claim has been made during the current Period of Insurance, You will receive a refund of premium less the premium calculated at Our customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$ 500 to be retained by Us.
- | <u>Period of Insurance already cover</u> | <u>Refund Premium</u> |
|--|-----------------------|
| Not exceeding 1 month | 90% of Premium Paid |
| 2 months | 80% of Premium Paid |
| 3 months | 70% of Premium Paid |
| 4 months | 60% of Premium Paid |
| 5 months | 50% of Premium Paid |
| 6 months | 40% of Premium Paid |
| 7 months | 30% of Premium Paid |
| 8 months | 20% of Premium Paid |
| 9 months | 10% of Premium Paid |
| Over 9 months | No refund |
- By Us
We may cancel the Policy by sending 14 days notice by registered letter to your last known address. If We do, We will refund You all the unused part of the premium.
- 6.2.4 Arbitration
All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing

Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured 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.

6.2.5 Subrogation

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

6.2.6 Non-Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute to any claim under such other policy.

6.2.7 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are You and We (or your or our authorised representatives).

6.2.8 Renewal

We will send You a renewal notice with the renewal terms (the terms may be different from this Policy) if We desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by Us in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of Our right under this clause and/or the renewed Policy.

7. GENERAL EXCLUSIONS (EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY)

7.1 This Policy or any section added subsequently does not insure loss of destruction of or damage to any property or death or bodily injury or expense or any consequential loss of liability directly or indirectly caused by or contributed to by or arising from:-

7.1.1 Radioactive risks

- (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;
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.1.2 War risks

7.1.3 Requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act or confiscation or nationalisation.

7.1.4 Sonic Bangs

Pressure waves caused by aircraft and other aerial devices.

7.2 WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism

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 organisation(s) or government(s), committed for political, religious,

ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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 (a) and/or (b) above.

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

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

7.3 TERRORISM EXCLUSION FOR CONTAMINATION & EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination,
- (b) missiles, bombs, grenades, explosives,

due to any act of terrorism.

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 organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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 Insured.

7.4 CYBER RISKS EXCLUSION

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this policy.

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

7.5 RADIOACTIVE EXCLUSION CLAUSE

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind (Including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

7.6 SANCTION EXCLUSION

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

7.7 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT (LMA 5393 rev) (For Section 1, 3 and 4 only)

(applicable to policy commencement date on/after 1 January 2021)

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
All other terms, conditions and exclusions of the policy remain the same.

7.8 COMMUNICABLE DISEASE EXCLUSION (LMA 5396 rev) (For Section 2 only)

(applicable to policy commencement date on/after 1 January 2021)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
 2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- All other terms, conditions and exclusions of the policy remain the same.