

# Home Liability Insurance Policy



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

In consideration of You having paid or agreeing to pay the premium of this insurance, and the provision by You of information and declarations which are incorporated into the contract of insurance, 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 form part of this Policy.

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 and Declaration shall be conditions precedent to any liability of Us to make any payment under this Policy.

**IMPORTANT**

Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact Us immediately.

**注意**

請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司聯絡。

## 1. DEFINITIONS

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

### 1.1 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.

### 1.2 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.

### 1.3 Act of Terrorism

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.

### 1.4 Company/Us/We/Our

FWD General Insurance Company Limited.

### 1.5 Excess

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

### 1.6 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).

### 1.7 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.

### 1.8 Hong Kong

Hong Kong Special Administrative Region.

### 1.9 House

Any building up to four storeys high.

### 1.10 Period of Insurance

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

### 1.11 Policy

This contract between You and Us, which is made up of these policy provisions, the Schedule, the application and any other declaration made by You.

### 1.12 Schedule

The document which is issued to You and which sets out the Period of Insurance, the Home and other important details about Your Policy. A certificate of insurance issued to You is the same as the Schedule and means the same thing for the purposes of this Policy.

### 1.13 You/Your

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

### 1.14 Your Family Members

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

## 2. COVER

2.1 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; or
- (c) in a personal capacity;

in respect of:

- (a) Accidental Bodily Injury to any person; or
- (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.

- 2.2 Our liability under this Policy 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. However, if You hold one or more other liability insurance policies with Us which will cover the same loss, damage or liability, clause 7.2.6 below will not apply, and the most We will pay for one occurrence or series of occurrences consequent on one source or original cause will be the cumulative Limit of Liability of all policies which cover that loss, damage or liability.

### 3. EXCLUSIONS

- 3.1 We will 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 care, 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 as 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 exclusion 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 the 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 as a consequence of asbestos.

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

- 3.2.1 requisition or destruction of or damage to property by or under the order of any government, 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.
- 3.2.2 sonic bangs or pressure waves caused by aircraft or other aerial devices.

#### 3.3 War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement to 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

This exclusion 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 We allege 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 You.

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

#### 3.4 Terrorism Exclusion for Contamination and 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 (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 We allege 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 You.

### 3.5 Nuclear and Radioactivity Exclusion

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:

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

### 3.6 Sanction Exclusion

Notwithstanding anything to the contrary in the Policy, if, by virtue of any law or regulation which is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to You 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, We shall provide no coverage or benefit or have no liability whatsoever to You, to the extent that it would be in breach of such law or regulation.

### 3.7 Communicable Disease Exclusion (LMA 5396 rev)

*(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.

## 4. TENANTS LIABILITY EXTENSION

Exclusion 3.1.2 above in respect of property in the care, 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. However, 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.

## 5. 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.

## 6. EXCESS

You must pay the first HK\$500 in respect of each and every claim for damage to the property of third parties. No excess is payable for claims for Accidental Bodily Injury.

## 7. CONDITIONS

### 7.1 Claims Conditions

- 7.1.1 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.
- 7.1.2 You must:-
- (a) send to Us any letter, claim, writ or summons immediately it is received;
  - (b) advise Us immediately You have knowledge of any impending prosecution, inquest or fatal inquiry;
  - (c) 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 or 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.
- 7.1.3 You must assist Us with Your claim or with any prosecution referred to in 7.1.2(c) above by providing all such information and documents We may require. If You do not do so We may not pay Your claim.
- 7.1.4 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. If We make a payment to You under this clause, We will have no further liability under this Policy in connection with such claim or claims except for the costs and expenses of litigation to recover money paid or costs incurred in respect of the conduct of such claim or claims prior to the date of such payment.

### 7.2 General Conditions

- 7.2.1 You and Your Family Members must comply with all statutory obligations and take all reasonable steps to:-
- (a) prevent loss, damage or injury and
  - (b) maintain in efficient conditions and good repair any insured property
- 7.2.2 During the currency of this Policy, You must advise Us of any change in your occupation of or the usage of the Home or circumstance which would increase the possibility of loss and pay an additional premium if it is required by Us.
- 7.2.3 This Policy may be cancelled according to the following:-
- (a) You may cancel this Policy by sending written notice to Us, however no refund of premium will be made once the Policy has been issued by Us.
  - (b) We may cancel the Policy by sending 14 days' notice by registered letter to your last known address. If We cancel the Policy, We will refund to You the premium You have paid less the amount of premium for the period of time the policy was in effect before the date of cancellation.
- 7.2.4 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 a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We deny liability to You for any claim under this Policy and You do not refer the denial to arbitration under this clause within twelve calendar months from the date of the denial, the claim shall for all purposes be deemed to have been abandoned and no further action may be taken by You in respect of that claim.
- 7.2.5 You must, at our request and expense, do, agree to do or 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 Us 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.
- 7.2.6 If at the time any claim arises under this Policy there is 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 (except if clause 2.2 above applies).
- 7.2.7 Unless written notice is received by Us at least 14 days before the expiry of the current Period of Insurance, this Policy will be renewed automatically yearly on the same term of this Policy or with any changes as specified in the renewal notice upon payment of the premium as specified in the renewal notice.
- 7.2.8 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 Us (or Your or Our authorised representatives).