# **Schedule of Benefits**

Limit of Liability (in HKD)			SILVER	GOLD	PLATINUM
	1.1	Loss or Damage to your Contents caused by an Accident (per year)  Loss or Damage on household improvements caused by an Accident (per year)			
	1.3	Loss or Damage to your Contents caused by the Course of Removal by professional removers from your insured premise to your new home (per year)	500,000	1,000,000	1,500,000
		The maximum cover for:			
	1.4.1	<b>Home Articles</b> (e.g. furniture, home appliances, electronics) (per item)	100,000	200,000	300,000
	1.4.2	Valuables (e.g. jewellery, watches, furs) (per item)	10,000	20,000	30,000
		Max. benefit in total per event for benefit 1.1, 1.2, 1.3, 1.4.1, and 1.4.2	175,000	350,000	525,000
	<ul><li>Water</li><li>Lands</li></ul>	applicable to Home Content: r damage Excess <sup>1</sup> : 1,000 lip or Subsidence Excess <sup>2</sup> : 5,000 ral Excess: 500			
E CONTENT	1.7.1	Temporary Removal Loss or damage to home contents while being temporarily removed up to 14 days for renovation, maintenance, cleaning and so on (per year) General Excess: 500	75,000	150,000	225,000
ECTION 1 - HOME CONTENT	1.7.2	Temporary Storage of Furniture Loss or damage to home contents while being stored in a furniture depository for up to 30 days (per event) General Excess: 500	50,000	100,000	150,000
SE	1.7.3	Alternative Accommodation  Home is damaged and rendered uninhabitable by accidents (per event)	1,000 per day (max 30 days per event)	1,500 per day (max 30 days per event)	2,000 per day (max 30 days per event)
	1.7.4	Window/ Door Replacement Loss or damage to door or window during commission of a burglary (per event) General Excess: 500	2,500	5,000	7,500
	1.7.5	Domestic Helper's Personal Effects Loss or damage to personal effects of the Insured's Domestic Helper (per event) General Excess: 500	5,000	10,000	15,000
	1.7.6	Home Contracting Works Loss or damage incurred due to contracted work provided the renovation period does not exceed 2 months (per event)	75,000 (5,000 per item)	150,000 (10,000 per item)	225,000 (15,000 per item)
	1.7.7	Emergency Cash Allowance Cash allowance for the purchase of essentials & necessities in the event of your home is uninhabitable for at least 5 days due to a loss or damage (per event)	500	1,000	1,500

# **Schedule of Benefits (in HKD)**

Limit of Liability (in HKD)		SILVER	GOLD	PLATINUM	
WIDE R	2.1	Loss or Damage of Personal Effects anywhere in the world (per year)	5,000 (2,500 per item)	10,000 (5,000 per item)	50,000 (10,000 per item)
ORLD OVE		The maximum cover for:			
SECTION 2 - WORLDWIDE ALL RISK COVER	2.7.1	Loss of Bankcards and Personal  Document (per year)	1,500	3,000	4,500
TION	2.7.2	Loss of Personal Money (per year)	1,500	3,000	4,500
SEC	2.7.3	Unauthorized Use of Credit Cards (per year)	2,500	5,000	7,500
Excess applicable to Worldwide All Risk:  • General Excess: 500					
SECTION 3 - PERSONAL LIABILITY	3	Personal Liability Claims made against you for bodily injury or property damage resulting from negligence by You or Your Household Member (per event) General Excess: 500	4,000,000	8,000,000	12,000,000
SECTION 4 - MULTI- APPLIANCE PROTECTION (WARRANTY)	4.1	Multi-Appliance Protection (Warranty) for nine (9) different types of home appliances for up to six (6) years due to mechanical or electrical failure (per year)	Not Covered	Not Covered	2,500
CTION 4 - MUI ANCE PROTE (WARRANTY)		The maximum cover for:			
CTIO IANC (WA	4.3	Replacement (per year)	Not Covered	Not Covered	One-time
SE	4.4.3	One time inspection fee (per year)	Not Covered	Not Covered	500
NSIONS E	5.1	<ul> <li>Malicious Damage by Tenant (per year)</li> <li>Water Damage Excess<sup>1</sup>: 1,000</li> <li>Landslip or Subsidence Excess<sup>2</sup>: 5,000</li> <li>General Excess: 500</li> </ul>		10,000	
ON 5 - OPTIONAL EXTEN LANDLORD INSURANCE	5.2	Inconvenience of Tenant runaway (per year) General Excess: 500		5,000	
OPTION LORD II	5.3	<b>Legal fees for Letter of Demand</b> (per year) General Excess: 500		2,000	
SECTION 5 - OPTIONAL EXTENSIONS LANDLORD INSURANCE	5.4	Loss of Rent (per year) Excess: first 14 consecutive calendar days of Net Rental Income	100,000 (or 3 month rent income, whichever is less)		
Water Damo	5.5	<b>Landlord Liability</b> (per event) General Excess: 500		6,000,000	

<sup>1</sup> Water Damage Excess:

This product is underwritten by Allianz Global Corporate & Specialty SE (incorporated in the Federal Republic of Germany with limited liabilities) Hong Kong Branch. Please refer to the policy wording for the full details of benefits, terms and exclusions that are applicable.

<sup>•</sup> For Building age less than or equal to 40: HKD 1,000 or 10% of adjusted loss, whichever is greater

<sup>•</sup> For Building age more than or equal to 41: HKD 5,000 or 10% of adjusted loss, whichever is greater

<sup>&</sup>lt;sup>2</sup>Landslip or Subsidence Excess: HKD 5,000 or 10% of adjusted loss, whichever is greater

# 保障範圍

白金計劃
1,500,000
300,000
30,000
525,000
225,000
150,000
每日2,000 (每次事故30日)
7,500
15,000
225,000 (每件15,000)
1,500

## 保障範圍

(最高賠償額(港幣/元)		銀計劃	金計劃	白金計劃	
曹	2.1	於世界任何地方 <b>遺失或損毀之個人財物</b> (每保險期)	5,000 (每件2,500)	10,000 (每件5,000)	50,000 (每件10,000)
條 何		以下之最高保障為:			
二節-全球綜合保障	2.7.1	<b>遺失個人銀行卡和證件</b> (每保險期)	1,500	3,000	4,500
第     第	2.7.2	<b>個人金錢損失</b> (每保險期)	1,500	3,000	4,500
<b>KIUV</b>	2.7.3	<b>未經獲授權使用信用卡</b> (每保險期)	2,500	5,000	7,500
全球性全隊 • 一般自	儉保障自 負額: <b>50</b>				
第三節-個人 法律責任	3	個人法律責任 你或你家屬成員因疏忽引致他人財物損毀 或身體受傷之索 償(每事故) 一般自負額: 500	4,000,000	8,000,000	12,000,000
第四節-家電維修保障 (維修保養)	4.1	家電維修保障 (維修保養) 包括九 (9) 種不同類型的家用電器因機械 或電子故障而提供長達六 (6) 年的保障 (每保險期)	不包括	不包括	2,500
ñ-家電維( (維修保養)		以下之最高保障為:			
四節:	4.3	<b>替换設備</b> (每保險期)	不包括	不包括	一次
無	4.4.3	一 <b>次性檢查費</b> (每保險期)	不包括	不包括	500
	5.1	相戶惡意損毀 (每保險期) ・ 水浸損毀自負額 <sup>1</sup> : 1,000 ・ 山泥傾瀉或地陷自負額 <sup>2</sup> : 5,000 ・ 一般自負額: 500		10,000	
3選保障 R障	5.2	祖戶並無通知業主而失蹤 (每保險期) 一般自負額: 500		5,000	
第五節- 自選保障 業主保障	5.3	<b>發出追討信件之法律費用</b> (每保險期) 一般自負額: 500		2,000	
<b>机</b>	5.4	租金收入損失 (每保險期) 自負額: 首連續14個日曆日的淨租金收入	(或 3 個月	<b>100,000</b> 目的租金收入,以朝	交低為準)
	5.5	<b>業主法律責任</b> (每事故) 一般自負額: 500		6,000,000	

## 1水浸損毀自負額:

樓齡小於或等於40年:1,000港幣或調整後損失的10%,以較高者為準樓齡大於或等於41年:5,000港幣或調整後損失的10%,以較高者為準

<sup>2</sup>山泥傾瀉或地陷自負額: 5,000港幣或調整後損失的10%,以較高者為準



# **Content**

## **Your Policy Wording**

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Thank you for choosing Allianz Home Insurance. Please read this Policy Wording carefully, you will find everything you need to know about your coverage, including what is covered, and what is not covered under Your insurance. Please retain a copy of this for Your reference.

## Your Policy consist of:

- The Application and Declaration;
- The Terms and Conditions as shown in this Policy Wording (i.e. this document)
- The Policy Schedule; and
- Any other endorsements

## Your Policy Schedule shows:

- Details of Your coverage
- The Period of Insurance; and
- Any additional terms and conditions that may apply to Your Policy.

If You have any inquiries, please contact Our office.

#### GENERAL DEFINITIONS

For the purpose of this Policy:

"Accident" means an unexpected and unintentional event that is violent, visible, and external in relation to the Building and/or the Content of the Home.

"Appliance" means a household electrical or mechanical device purchased as new, used exclusively for private, domestic purposes at the Insured Premises.

"Benefit Limits" means Our liability for loss or damage occurring within any one Period of Insurance, which is subject to the relevant limit of the amount payable as detailed in this Policy. In any case, it shall not exceed the amount specified for each item in the Policy Schedule, or any other sum or sums that may be substituted by endorsement signed by or on behalf of Us.

"Building" means the block of residential structure situated in Hong Kong SAR where the Insured Premise is situated at, including the walls, windows, gates and fences of the Insured Premise but excluding foundations, drains or any part of the structure below the level of the under surface of its lowest floor.

"Claim" means a single loss or series of losses arising from one incident.

"Domestic Helper" A full-time live-in helper employed under a valid Hong Kong employment contract whose normal duties are confined to the Insured Premises.

"Excess" means the first amount of the loss as stated in the Policy Schedule which You must pay if You have a Claim and We will be liable for the amount which is over and above that amount up to the Benefit Limits spec

"Home Content" or "Content" means the property belonging to Your and/or Your Household Members or which You and/or Your Household Members are legally responsible for when inside the Insured Premise:

(the below list serves as an example, but is not limited to)

- · personal effects and household goods;
- · Valuables, but not more than the Benefit Limits on Your cover and limits:
- home entertainment equipment including desktop computers;
- · Portable Electronic Devices:
- Money and credit cards but not more than the limit on your cover and limits:
- bicvcles:

Home Contents are not:

(the below list serves as an example, but is not limited to)

- Vehicles (including motorbikes, quad bikes and motorised scooters), caravans, trailers, watercraft, drones, aircraft and all their accessories:
- · animals;
- · business stock, tools or materials used for business to any extent;
- any part of the structure of your home, including decorations or permanent fixtures and fittings;
- · crypto assets, for example, Bitcoin.

"Household Member" means a member of Your family, such as Your spouse and children, relatives such as parents, and/or other persons permanently living at the Insured Premise but excludina:

- · Domestic Helper;
- · employee;
- Tenant

"Insured Premise" means the private flat located in a Multi-Storey Residential Building that is located in Hong Kong SAR, as stated on Your Policy Schedule.

\*Market Value\* means the value of the Property Insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation. Market Value should be determined by Us.

"Money" means bills of exchange, stored value cards, promissory notes, bank or currency notes, coins, cheques, premium bonds, travellers cheques, postal or money orders, postage stamps, national savings stamps or certificates, record or book or similar tokens belonging to Your or Your Household Members but not Business Equipment. Money is limited to the face value thereof and no amount

shall be added for any commemorative, sentimental, antique or rarity value.

"Multi-Storey Residential Building" means a residential structure containing multiple living units across several floors, designed for habitation, and typically including common areas such as hallways and elevators.

"Net Rental Income" means the rent payable by the Tenant under the tenancy agreement less 1) any charges or services You no longer provide while the Insured Premises are uninhabitable (e.g. utility costs) and 2) management fees, commissions or expenses saved during that period.

"Occurrence" means a single unexpected event, or a continuous or repeated exposure to substantially the same general harmful conditions, which results in bodily injury or property damage neither expected nor intended by the Insured.

"Owner" means You as the individual holding legal title to the Insured Premise.

"Period of Insurance" means the period of coverage shown in Your Policy Schedule. Where Your Policy is applied and submitted on the same date, Your Policy becomes effective only at the time Your Application, Proposal and Declaration is accepted by Us.

"Personal Documents" mean passports, Hong Kong identity cards, driving licenses, and travel documents issued by the government.

"Personal Effects" means items owned by You and/or Your Household Members that are used in daily life, such as clothing and other personal belongings.

"Policy" means the terms and conditions of this Policy Wording (i.e. this document), the Schedule and any endorsements contained herein or endorsed hereon which shall be read together as one contract and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout

"Policy Effective Date" means the date on which cover commences, shown in the Schedule.

"Policyholder" or "Insured Person" means the Policyholder who applies for the Policy for and on behalf of themselves.

"Policy Schedule" or "Schedule" means the document specifying details of Your coverage and any specific terms applicable to Your Policy.

Portable Electronic Devices" means pagers, portable/mobile phones, smart phones, tablets, laptops, personal digital assistant of any kind.

"Reinstatement" or "Reinstate" means repairing, rebuilding or replacing lost or damaged Property so that, as far as is reasonably practicable, it is returned to the same type, standard, size, capacity and appearance as when new, without giving You betterment or improvement.

"Schedule of Benefits" means the document specifying the detailed amounts of the benefits and Excesses applicable.

"Tenant" means any person who occupies the Insured Premise under a legal written lease or rental agreement, and is not the legal owner of the Insured Premise.

"Theft" means dishonest, forcible and violent taking of insured Home Content or Personal Effects by a third party with intent to permanently deprive the owner of it, including burglary and robbery.

**"Unauthorized Manufacturer"** means a producer or assembler of goods that is not an authorised licensee of the brand owner and does not hold formal documentation permitting manufacture or distribution of the goods.

"Valuable" means jewelry, gold, silver, precious metals, furs, watches, curios, work of art, and antiques.

"Vehicle" means any type of machine on wheels or caterpillar tracks, including cars, trucks, motorcycles, and similar transport devices.

"Vessel" or "Craft" means any vessel, craft, or object designed or intended to float on, travel through, or operate in water or air, including boats, ships, and aircraft.

"We" or "Us" or "Our" or "The Company" or "Allianz" means Allianz Global Corporate & Specialty SE Hong Kong Branch (incorporated in the Federal Republic of Germany with limited liabilities).

 $\mbox{"You"}$  or  $\mbox{"Your"}$  or  $\mbox{"Yours"}$  means the Insured or Policyholder stated in the Policy Schedule.

### HOME INSURANCE TERMS AND CONDITIONS

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, Allianz Global Corporate & Specialty SE (incorporated in the Federal Republic of Germany with limited liability) Hong Kong branch (hereinafter called "the Company" or "We") agrees to provide insurance to the Insured Person(s) named in the Policy Schedule in relation to the Insured Premise subject to terms and conditions of this Policy and promises to pay indemnity for loss to the extent provided herein.

The Policy Schedule, this Policy Wording and endorsements (if any), shall constitute the entire contract of insurance (hereinafter called the "Policy"). Please be sure to read Your Policy Schedule and this Policy Wording, and pay attention to the sections "General Exclusions" and "General Provisions" herein which apply in all instances.

You will find the important information on Your Policy Schedule, such as enrolled plan type, Period of Insurance and details for the Insured Premise.

This Policy is primarily designed and valid for Premises that are located in Hong Kong solely for domestic residential use only. A range of benefits are available under this Policy. However, there are some circumstances where cover cannot be provided.

These limits, exclusions and conditions are described in this Policy Wording. We draw Your attention to some important points below:

- (a) You are eligible for this Policy if you meet the following criteria:
- . The Insured Premise is located in Hong Kong
- The Insured Premise is a Multi-Storey Residential Building and contains no illegal structure.
- (b) We will not accept liability for any losses incurred in the sanctioned countries. For details, please refer to section 6.1.9 of this document.
- (c) The terms and conditions in the Chinese policy wording is translated from this English version only for Your reference. Should there be any inconsistency between Chinese and English versions in policy wording, the English version shall prevail.

Please read this Policy Wording carefully to make sure that You have the coverage You need. Following payment of the premium stated in the Policy Schedule, We will provide insurance as described in these terms and conditions of this Policy for the coverage You have chosen.

## BENEFITS (SECTION 1-10)

#### SECTION 1 - HOME CONTENT

1.1 We will cover You for any unforeseen and sudden physical loss or damage to Your Contents while located at Your Insured Premise up to the Benefit Limit as specified in the Schedule of Benefits caused by an Accident during the Period of Insurance unless otherwise excluded by this Policy. However, We will only cover destruction or damage to Your Portable Electronic Devices at Your Insured Premise caused by fire, lightning or by a burglary or attempted burglary which has been reported to the police within twenty-four (24) hours of discovery.

1.2 We will cover You for any unforeseen and sudden physical loss or damage on household improvements or domestic structural renovations (including walls, windows, ceiling, floors, and doors) installed by You at your Insured Premise that are not otherwise insured by the management corporation or another insurance policy. The maximum amount payable under this benefit shall not exceed the Benefit Limit in the Schedule of Benefits of Section 1.1 Loss or Damage of Home Content.

1.3 We will cover you for any unforeseen and sudden physical loss or damage to Your Contents in the course of removal by professional removers from Your Insured Premise to your new permanent residence within Hong Kong. The maximum amount payable under this benefit shall not exceed the Benefit Limit in the Schedule of Benefits of Section 1.1 Loss of Damage of Home Content. However, We will not Cover Valuables, glass, eartherware, and other items of a fragile nature which are not sufficiently and suitable packed by professional removals/packers, and Portable Electronic Devices under this Section 1.3.

#### 1.4 Maximum limits:

1.4.1 No one article shall be deemed of greater value than twenty (20) percent of the basic Benefit Limit (as specified in the Schedule of Benefits) of the Contents unless such article is specially declared as a separate item.

1.4.2 Valuables belonging to a Household Member, are limited to two (2) (as specified in the Schedule of Benefits) percent of the basic Sum Insured of the Contents per item and the aggregate limit per event shall not exceed thirty five (35) (as specified in the Schedule of Benefits) percent of the basic Benefit limit of the Contents

1.5 Exclusions. We will not indemnify You and/or a Household Member for any loss, destruction or damage directly or indirectly caused by:

#### 1.5.1 Theft

- 1.5.1.1 Theft of Home Contents unless following a forcible and violent entry to or exit from Your Insured Premises which has been reported to the police within twenty-four (24) hours of discovery.
- 1.5.1.2 Theft by You, a Household Member or Your Domestic Helper or any person who entered Your Insured Premises with the consent of You or a member of Your household or by any employee or Domestic Helper of You or a member of Your household

#### 15.2 Dishonesty

Misrepresentation, fraud, deception or other false pretence by You, a Household Member, or Your Domestic Helper..

#### 1.5.3 Wear and tear

Wear and tear, rust, corrosion, mildew, mould, change in temperature or humidity. For the avoidance of doubt, this exclusion also applies without limitation to water pipes, sanitary fittings and water-carrying apparatus where the loss or damage is attributable in whole or in part to ageing, corrosion, leakage or inadequate maintenance and is not caused by an Insured Peril expressly covered elsewhere in this Policy.

- 1.5.3.1 However, We will pay for the loss, destruction or damage to other Home Contents that are caused by the Home Contents damaged as a result of Section 1.5.3.1.
- 1.5.4 **Damage by animals.** Chewing, scratching, tearing or fouling by any domestic pet or damage by insects, larvae or vermin of any kind
- 1.5.5 Unoccupancy. Theft or water damage to Your Insured Premise after it has been unoccupied for more than thirty (30) consecutive days

#### 1.5.6 Electrical or mechanical breakdown

- 1.5.6.1 Electric current (other than lightning) to electrical equipment or Appliances or cables. Depending on Your selected plan option, this may be covered under Section 4.
- **1.5.6.2** Any electrical and mechanical breakdown, failure, derangement or overheating other than loss, destruction or damage caused by direct strike of lightning.
- **1.5.6.3** However, We will pay for the loss, destruction or damage to other property insured by this Policy which is resulting from the causes specified in 1.5.6.1 and 1.5.6.2.
- **1.5.7** Any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- 1.5.8 Consequential loss of any kind.
- 1.5.9 Landslip or subsidence.
- 1.5.10 We will not indemnify You and/or a Household Member for any loss related to the following not covered Contents:
  - 1.5.10.1 watercraft (other than hand-propelled), watercraft trailers, hovercraft, boats and outbound motors of their accessories and spare parts.
  - 1.5.10.2 any Vehicles, drones and their accessories
  - **1.5.10.3** standing timber, crops and plants, livestock, pets and animals
  - 1.5.10.4 the scratching or denting of any article or cracking of china, earthenware, marble, gramophone records and/or articles of a brittle nature, unless caused by burglars, thieves and/or fire.
  - 1.5.10.5 loss of or damage to deed, bonds, bills of exchange, promissory notes, cheques, securities for Money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins

- 1.5.10.7 Home Contents which are more specifically insured, or which are held or used in connection with any profession, business or employment.
- 1.5.10.8 Home Contents on roof or in open area.
- **1.5.10.9** food, drinks and other perishable goods, drugs and medicine, tobacco products, cosmetics and perfume.
- 1.5.10.10 any items for commercial activity or reselling.

#### 1.6 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 1.

Refer to Excess clause Section 7.1, 7.2, and 7.3.

#### 1.7 Extended Benefits

#### 1.7.1 Temporary Removal

We shall indemnify You for accidental loss or damage to Your Home Contents whilst temporarily removed from the Insured Premise for renovation, maintenance, cleaning, repair, modification or dyeing for up to fourteen (14) days within Hona Kona, but excluding:

- 1.7.1.1 Home Content removed for sale or exhibition;
- **1.7.1.2** Theft of Content while in transit or on the person.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.1.3 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 1.5.1.

Refer to Excess clause Section 7.3.

#### 1.7.2 Temporary Storage of Furniture

We shall indemnify You for loss or damage to Home Contents whilst temporarily stored for up to thirty (30) days in a furniture depository within Hong Kong subject to a maximum amount stated in the Policy Schedule.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.2.1 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 1.7.2.

Refer to Excess clause Section 7.3.

#### 1.7.3 Alternative Accommodation

We shall indemnify You for reasonable accommodation expenses actually incurred by the Insured in consequence of the Insured Premise being so damaged as covered under Section I as to be rendered uninhabitable but only in respect of the period necessary for Reinstatement and subject to an amount stated in the Policy Schedule.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.3.1 Excess

We will not apply any Excess for this Section 1.7.3.

#### 1.7.4 Window/Door Replacement

We shall indemnify You in respect of the cost incurred for repairing, changing or replacing the external doors, locks and windows caused by forcible entry or attempted forcible entry to the Insured Premise with items that are similar but not better subject to a maximum amount stated in the Policy Schedule.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.4.1 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified

in the Schedule, in respect of each and every loss under this Section 1.7.4.

Refer to Excess clause Section 7.3.

#### 1.7.5 Domestic Helper's Personal Effects

We shall indemnify You for loss or damage to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of Your Domestic Helper, if and so far as such property is not otherwise insured, whilst in the Insured Premises in which the Domestic Helper(s) are residing with You and/or any of Your Household Members. We do not cover loss due to failure to observe the terms and conditions of the Policy by Your Domestic Helper as if he or she were the Insured. Portable Electronic Devices are not covered by this extension.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.5.1 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 1.5.5.

Refer to Excess clause Section 7.3

#### 1.7.6 Home Contracting Works

We shall indemnify You for damage or loss to Home Contents in respect of the contract works carry out by contractor at the Insured Premises during the period of decoration and/or renovation for up to two (2) months. We shall not indemnify the Insured for:

- 1.7.6.1 loss or damage which is foreseeable having regards to the nature of the construction work or the manner of its execution
- **1.7.6.2** the cost of loss prevention or minimization measures which become necessary during the Period of Insurance.
- 1.7.6.3 consequential loss of any kind.
- **1.7.6.4** loss or damage due to faulty design.

**1.7.6.5** loss or damage discovered only at the time of taking inventory.

We will retain the right for a recovery from the party at fault. We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.6.6 Excess

We do not apply any Excess for this Section 1.7.6.

#### 1.7.7 Emergency Cash Allowance

We shall reimburse You an amount as stated in the Policy Schedule as a result of a loss event covered by Section I of the Policy, except for losses arising from Section 1.5.6 Home Contracting Works, for the purchase of essentials items of clothing and personal effects. We shall make the payment for the above benefit only after the loss has been ascertained to be a valid Claim under Section I and which rendered the Insured Premise to be uninhabitable for at least five (5) days.

We will not pay more than the maximum amount for this Extended Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### 1.7.7.1 Excess

We do not apply any Excess for this Section 1.7.7.

#### SECTION 2 – WORLDWIDE ALL RISK COVER

- 2.1 We will indemnify You and/or a Household Member for the Reinstatement, repair or replacement of personal effect belong to You and/or Your Household Member for any Accidental physical loss, destruction or damage occurring anywhere in the world during the Period of Insurance, up to the maximum amount statement in the Policy Schedule, provided that any loss arising from Theft, accidental loss or disappearance is reported to the local police within twenty-four (24) hours of discovery.
- 2.2 This Section 2 does not apply to any Claims that fall within the coverage of any effective Extended Benefit(s) under Section 7.
- 2.3 Maximum limits. We will not pay more than the maximum amount for this

Benefit as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

- **2.4 Exclusions.** We will not indemnify You and/or a member of Your household for any loss, destruction or damage directly or indirectly caused by:
  - 2.4.1 Theft:
    - 2.4.1.1 Theft by You, a Household Member or Your Domestic Helper or any person who entered Your Insured Premise with the consent of You or a Household Member or by any employee or Domestic Helper;
    - 2.4.1.2 Theft from any unattended Vehicle, unless all windows, doors, luggage compartment, boot, sunroof and windscreen are completely closed and securely locked;
    - **2.4.1.3** Theft of any bike away from the home not securely locked at the time of loss;
  - 2.4.2 loss or damage to any bike while being used;
  - 2.4.3 malicious acts by You and/or Household Members;
  - 2.4.4 Valuables and Personal Effects insured under any other Policy;
  - 2.4.5 detention, seizure or confiscation by customs or other officials;
  - **2.4.6** mysterious disappearance or unexplained loss, including items left behind or forgotten by You;
  - 2.4.7 mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which You are entitled to indemnity under this Section.
- 2.5 We will not indemnify You and/or a Household Member for any loss related to the following not covered Contents:
  - **2.5.1** spectacles, sunglasses, contact or corneal lenses;
  - 2.5.2 specially held items, medical related equipment, device, hearing aids, dentures;

- **2.5.3** records, compact discs, video digital discs, recording tapes, computer records, personal digital assistant records and the like;
- **2.5.4** business equipment and properties more specially insured under another Policy;
- **2.5.5** Contents contained in or on verandas, balconies, patios, terraces, forecourts, a backyard, a roof and in the open generally;
- 2.5.6 any Vehicles, drones, and their accessories;
- 2.5.7 Portable Electronic Devices;
- 2.5.8 sports equipment while in use:
- **2.5.9** credit cards, securities, deeds, certificates and documents of any kind:
- 2.6 You cannot claim under both Sections 1 and 2 for the same loss or damage of the same item. In the event of other policies covering the same loss or damage. Section 8.3 applies.

#### 2.7 Extended Benefits

- 2.7.1 Loss of bank cards and Personal Document. We will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards and Personal Documents due to accidental loss or damage outside the Insured Premises.
- 2.7.2 Loss of Personal Money. We will indemnify You for accidental loss or Theft of Money, or unauthorised use of a cash card, provided that You report the loss to the local police within twenty-four (24) hours of discovery and furnishes written proof of such report.
  - 2.7.2.1 This section does not cover:
    - **2.7.2.1.1** loss not reported within twenty-four (24) hours of discovery to the local police authority;
    - **2.7.2.1.2** loss caused by depreciation, confiscation or shortage due to errors or omissions;

- 2.7.2.1.3 a Claim shall not be payable under this benefit unless the police report is produced. We may, at its sole discretion, waive this requirement only where You demonstrate, with contemporaneous written evidence satisfactory to Us, that filing a report within the prescribed time was impossible and that a report was filed at the first available opportunity;
- 2.7.2.1.4 mysterious disappearance or unexplained loss, including but not limited to any Money left behind or forgotten by You.
- **2.7.3 Unauthorized use of credit cards.** We will pay for pecuniary loss due to unauthorized use of credit cards.

#### 2.8 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 2.

Refer to Excess clause Section 7.3.

#### **SECTION 3 – PERSONAL LIABILITY**

- **3.1** We will indemnify You and/or any Household Member up to the maximum Benefit Limits against legal liability for:
  - 3.1.1 accidental injury to any person other than a Household Member or Domestic Helper. Injury shall mean bodily injury and shall include death, disease or illness;
  - **3.1.2** accidental damage or loss of Content which belongs to another person but We do not cover Your Contents under Section 3;
  - 3.1.3 costs and expenses incurred with Our written consent in litigation relating to 3.1.1 or 3.1.2. These costs and expenses are payable in addition to the maximum Claim limit.
- 3.2 Regardless of the number of persons and/or organizations who are insured under this Policy ("the Insureds") and regardless of the number of Claims made against one or more of the Insureds, Our total liability to indemnify under this Policy shall not be more than the maximum amount as stated in

the Schedule of Benefits or such other amounts as specified in Schedule.

#### 3.3 Liabilities that are not Insured:

- **3.3.1** liability assumed by You by agreement and which would not have attached in the absence of such agreement.
- 3.3.2 liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of employment of such person by the Insured, any sums payable by the Insured under legislation relating to occupational injury or illness.
- **3.3.3** liability in respect of injury to any person who is a member of the Insured's own Household Member.
- **3.3.4** bodily Injury or damage to property arising out of or incidental to the use of lifts or elevators.
- 3.3.5 any claims involving any known dangerous dog, fighting dog, or large dog within the meaning of the Dangerous Dogs Regulation (Cap. 167D) of the laws of Hong Kong.
- 3.3.6 liability in respect of loss of or damage to property:
  - 3.3.6.1 belonging to You;
  - **3.3.6.2** in the charge or under the control of You and/or Your Household Members.
- **3.3.7** liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - 3.3.7.1 the ownership or possession or use by or on behalf of You of any animal (other than dog or cat) aircraft, motor cycle, Vehicle, Vessel or Craft of any kind.
  - **3.3.7.2** the ownership possession or use by or on behalf of You of any land or Building.

- **3.3.7.3** any employment profession or business of the Insured or anything done in connection therewith or for the purpose thereof.
- **3.3.7.4** the carrying out of any alterations, additions, repairs or decorations.
- 3.3.7.5 liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, mutiny, revolution insurrection military or usurped power, strike, riot, or civil commotion.
- 3.3.7.6 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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 combustion shall include any self-sustaining process of nuclear fission.
- 3.3.7.7 any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 3.3.7.8 this Policy does not cover any legal liability, costs, or expenses arising out of or in connection with any Claim made against the Insured for accidental bodily injury, death, illness, or property damage occurring within the territorial limits of the United States of America, Canada or Australia or any of its territories or possessions.
- 3.3.7.9 accidental bodily injury to another person or accidental damage to another person's property anywhere outside Hong Kong during the Period of Insurance when You and/or a member of Your Household Member being outside Hong Kong exceed thirty (30) consecutive days.

#### 3.4 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 3.

Refer to Excess clause Section 7.3.

#### SECTION 4 - MULTI-APPLIANCE PROTECTION (WARRANTY)

- 4.1 We shall reimburse You an amount specified in the Policy Schedule for repair or replacement necessitated by the mechanical or electrical failure of the Insured's home Appliances located in Hong Kong, provided that the Appliances:
  - 4.1.1 are not covered by any other manufacturer or dealer warranty;
  - **4.1.2** were purchased no more than six (6) years prior to the time of failure;
  - 4.1.3 are used exclusively for non-commercial purposes;
  - **4.1.4** are owned by You or a Household Member residing at the Insured Premise:
  - **4.1.5** were purchased in Hong Kong and solely used in the Insured Premise.
- **4.2** The following nine (9) Appliances are included in this coverage:
  - 4.2.1 television;
  - 4.2.2 air conditioner;
  - 4.2.3 refrigerator;
  - 4.2.4 washing machine;
  - **4.2.5** dryer;
  - 4.2.6 washer dryer combo;
  - 4.2.7 hood;
  - 4.2.8 hobs: and

#### 4.2.9 oven

- 4.3 We shall have the sole right to determine if the Appliance is repairable or non-repairable. Reasonable repair (labour and parts) costs, including inspection fees, shall be reimbursed up to the limit specified in the Policy Schedule. If the Appliance is deemed non-repairable, We must be informed and provided with evidence before agreeing to reimburse the costs of the replacement Appliance. In cases where We concludes that the Appliance cannot be repaired, expenses for purchasing and installing a new Appliance of the same category and similar specifications will be reimbursed up to the amount outlined in the Policy Schedule.
- **4.4** The coverage is subject to the following:
  - 4.4.1 You must provide a copy of the original sales invoice recording the date of purchase and the price of the Appliance or equivalent document from which the date of purchase or the date of production and the price of the Appliance can be ascertained, and a copy of the original manufacturer warranty document, when You submit a Claim;
  - 4.4.2 In the event that (in Our sole discretion and subject to requirements above) the Appliance is repairable, We will reimburse the total invoiced repair cost to You up to Your Policy limit;
  - 4.4.3 In the event that a repairer determines that the Appliance's failure is not due to an electrical or mechanical breakdown, We will cover the one-time inspection fee up to HKD 500, and if You decide to proceed with the repair after the inspection, You shall bear the repair cost and We will not be responsible for any fees incurred beyond the inspection service;
  - **4.4.4** You cannot claim under Section 1, Section 2, and Section 4 for the same loss or damage of the same item.
- **4.5 Exclusions.** We will not cover the costs incurred under the following circumstances:
  - 4.5.1 the Appliance failure is not due to a mechanical or electrical defect;
  - **4.5.2** the faulty Appliance was not operational at the time of the Insurance Policy purchase;

- **4.5.3** the Appliance was purchased more than six (6) years prior to the failure Occurrence;
- **4.5.4** the failure occurred within the first thirty (30) days from the Policy Effective Date. This shall not be applicable to renewal Policy(ies);
- 4.5.5 the Appliance has been modified from its original condition;
- 4.5.6 any defects subject to the manufacturer's recall;
- **4.5.7** products sold through Unauthorized Manufacturer distribution channels:
- **4.5.8** routine maintenance of the Appliances recommended by the manufacturer:
- 4.5.9 the Appliance defects are non-operational; or cosmetic like paint, colour, or finishes; or any glass or ceramic components including lights, bulbs, and mirrors;
- 4.5.10 breakdown of Appliance due to a failure to follow the manufacturers' instructions for installation, operation or maintenance instructions:
- **4.5.11** the Appliance failure is related to external faults such as wiring electrical connection or plumbing;
- 4.5.12 the Appliance failure has been caused by accidental or intentional physical damage; burglary: Theft, spilled liquids, water damage, corrosion, animal and insect infestation misuse abuse or damage caused by non-authorized repair personnel;
- 4.5.13 any direct or indirect loss or any incidental, contingent, special or consequential damages including but not limited to loss of data, loss of use, loss of profit or good will; and
- **4.5.14** loss or damage of the Appliance resulting from Theft, fire, flood, or any other Accident.

#### 4.6 Excess

We do not apply Excess to this benefit Section 4.

#### SECTION 5 - OPTIONAL EXTENSIONS

#### Landlord Insurance

- 5.1 Malicious Damage by Tenant. We shall pay for the loss or damage to the Insured Premise or Content caused by malicious act by Your Tenant which was reported to Police within twenty (24) hours upon discovery up to the limit stated in the Policy Schedule.
  - 5.1.1 We will not pay for loss or damage resulting from:
    - 5.1.1.1 Wear and tear of the Insured Premise; or
    - **5.1.1.2** Poor housekeeping by Your Tenant or a member of their immediate family or the insured Tenant's invitees; or
    - 5.1.1.3 Cost of cleaning, re-decorating, painting or wall-papering unless physical structure damage has occurred to the Insured Premise.

#### 5.1.2 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this section 5.1.

Refer to Excess clause section 7.1,72, and 7.3.

5.2 Inconvenience of Tenant Runaway. We shall pay You a lump sum amount as stated in the Policy Schedule in the event that You suffer the inconvenience of having to find a new Tenant to replace the existing Tenant who ran away without giving You any notice (written/oral). This benefit is limited to only two (2) times in every twelve (12) months.

#### 5.2.1 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 5.2.

Refer to Excess clause Section 7.3.

5.3 Legal Fees for Letter of Demand. Upon Your request, We shall send a letter of demand on behalf of You to the Tenant upon default of rent one (1) month past due date as stated in the tenancy agreement. This benefit is limited to a maximum of two times a year upon default of rent one (1) month past due date as stated in the tenancy agreement.

#### 5.3.1 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 5.3.

Refer to Excess clause Section 7.3.

- 5.4 Loss of Rent. If the Insured Premise become uninhabitable as the direct and sole result of physical destruction of, or physical damage to, the Insured Premise caused by an Insured Peril covered under Section 1 in this Policy, We will indemnify You up to the amount of the Net Rental Income lost during the Indemnity Period that You are legally entitled to receive but do not in fact receive during the Indemnity Period, subject to all the following terms and conditions
  - 5.4.1 Preconditions. Cover under this clause applies only if:
    - 5.4.1.1 a written and legally enforceable tenancy agreement was in force at the time of the destruction or damage, and the Tenant was lawfully in occupation and not otherwise in arrears;
    - 5.4.1.2 the Tenant ceases or discontinues payment of rent solely because the Insured Premise are uninhabitable as described in Section 5.4:
    - **5.4.1.3** You take all reasonable steps, and allow Us to take any steps We consider reasonable, to:
      - **5.4.1.3.1** mitigate the loss (including arranging prompt repairs and, where practicable, offering alternative accommodation to the Tenant); and
      - **5.4.1.3.2** resume letting of the Insured Premises as soon as they become habitable.

#### 5.4.2 Benefit amount calculations

- **5.4.2.1** We will pay the lesser of:
  - **5.4.2.1.1** the Net Rental Income lost during the Indemnity Period:
  - **5.4.2.1.2** the proportionate limit stated for "Loss of Rent" in the Policy Schedule; or
  - **5.4.2.1.3** the balance of the overall Benefit Limit (if such balance is lower).
- **5.4.3 Indemnity Period.** The period starting on the date the physical loss or damage occurs and ending on the earliest of:
  - 5.4.3.1 the date on which the Insured Premises are made habitable once more;
  - 5.4.3.2 the date the tenancy agreement expires or is lawfully terminated;
  - **5.4.3.3** twelve (12) months from the date of the loss or damage.
- 5.4.4 Exclusion. This section does not cover. Unless otherwise stated, We will not indemnify You for any loss of rent, directly or indirectly caused by:
  - 5.4.4.1 Tenant default, refusal to pay, abandonment, eviction, breach of lease or withholding of rent not directly caused by insured physical damage;
  - 5.4.4.2 vacancy existing or agreed to by You before the loss or damage occurred;
  - 5.4.4.3 Your failure to maintain or promptly repair the Premises, or any gradual cause such as wear and tear, corrosion, rot, vermin, fungus, mold, or inherent vice;
  - 5.4.4.4 reduction, remission or non-payment of rent resulting from rent controls, rent freezes, changes in law, or any governmental or municipal order that does not arise from insured physical damage:

- 5.4.4.5 communicable disease, epidemic or pandemic, or any governmental action taken in consequence thereof, unless expressly covered elsewhere in this Policy;
- 5.4.4.6 pollution, contamination or asbestos-related conditions unless directly resulting from a peril insured by this Policy;
- **5.4.4.7** cyber-incident, data corruption or failure of electronic systems;
- 5.4.4.8 loss of utilities, denial of access, or closure of neighbouring premises unless such denial/closure arises solely because of insured physical damage to the Insured Premises;
- **5.4.4.9** Any amount:
  - **5.4.4.9.1** recoverable under another insurance, rent guarantee, or any contractual guarantee, bond or security deposit; or
  - **5.4.4.9.2** representing penalties, fines, interest or damages for breach of contract;
- **5.4.4.10** Any Loss of Rent occurring after the end of the Indemnity Period.

#### 5.4.5 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 5.4.

Refer to Excess clause Section 7.4.

- 5.5 Landlord Liability Extensions. We will indemnify You and a member of Your Household for compensation that You and/or a member of Your Household become legally liable to pay as owner of Your Premise for Accidental Bodily Injury to another person or Accidental damage to another person's property that happens in or at Your Premise during the Period of Insurance.
  - **5.5.1** The coverage as per Section 3 will continue to apply even when You are the Landlord of the Insured Premise. The following extension and conditions apply:

- 5.5.1.1 The Indemnity provided under this section is extended to include Your proportional legal liability as a part Owner of the Common Parts of the Building of which the Insured Premise forms part.
- 5.5.1.2 The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

#### 5.5.2 The Indemnity is provided only under the following conditions:

- 5.5.2.1 this cover operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- 5.5.2.2 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.

We will only indemnify You in respect of the 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 Ordinance.

- **5.5.3 Exclusions.** This Section 5.5 does not cover, unless otherwise stated, We will not indemnify You for any legal liability, directly or indirectly caused by:
  - 5.5.3.1 Assumed by You under contract or agreement unless such liability would have attached in the absence of the contract.
  - 5.5.3.2 Liability incurred in the Common Parts of the Building where Insured Premise is located with no establishment of Incorporated Owners.

- **5.5.3.3** For bodily injury to any employee of You arising out of and in the course of such employment, or for which benefits are payable under any employees' compensation legislation.
- 5.5.3.4 To any person who is a Household Member in respect of bodily injury or property belonging to, or in the custody or control of, such person.
- 5.5.3.5 For loss of or damage to property:
  - 5.5.3.5.1 owned by You; or
  - 5.5.3.5.2 in the charge, custody or control of You or any servant or agent of You, other than premises temporarily occupied by You for private purposes not related to the Insured Premises.
- 5.5.3.6 Arising out of:
  - **5.5.3.6.1** ownership, possession or use by or on behalf of You;
  - 5.5.3.6.2 any mechanically propelled Vehicle, trailer or motorcycle;
  - **5.5.3.6.3** any aircraft, drone, hovercraft or water-borne Vessel (other than hand-propelled Craft).
  - **5.5.3.6.4** any animal other than a dog or cat; dangerous dogs as defined under the Dogs and Cats Ordinance (Cap. 167) are excluded absolutely.
  - **5.5.3.6.5** any profession, trade or business of Yours other than letting of the Insured Premises under a residential tenancy agreement.
  - 5.5.3.6.6 building works, renovations or structural atterations exceeding HKD 250,000 in total contract value unless We have been notified and have agreed in writing to extend cover.

- 5.5.3.6.7 directly or indirectly caused by or arising from war, terrorism, nuclear risks, pollution or contamination other than sudden and accidental pollution, or the transmission of any communicable disease.
- 5.5.3.6.8 punitive, exemplary or multiplied damages.
- 5.5.4 Conditions (specific to this Section)
  - 5.5.4.1 Defense & Settlement. We may take over and conduct the defense or settlement of any Claim and may at any time pay the Sum Insured (less any sums already paid) or any lesser amount for which the Claim can be settled, after which We shall have no further liability in respect of that Claim
  - 5.5.4.2 Reasonable Precautions. You shall take all reasonable steps to avoid or diminish any circumstance likely to give rise to a Claim, including keeping the Insured Premises in a good state of repair and complying with all statutory requirements.
  - 5.5.4.3 Cross Liability. Where more than one party is entitled to Legal Liability and for the purpose of clarity, each party shall be treated as though a separate Policy had been issued. In the event of a Claim, the determination of liability shall be based on the source of the incident or damage, distinguishing between landlord-related responsibilities and Tenant-related actions and responsibilities
  - 5.5.4.4 Restrictions on Dual Claims. You cannot claim under both Section 3 and this Section 5.5 for the same lead liability.

#### 5.5.5 Excess

We will not be liable for the first amounts as stated in the Schedule of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section 5.5.

Refer to Excess clause Section 7.3.

#### SECTION 6 - GENERAL EXCLUSIONS

We will not pay under any section of this Policy for loss, injury, damage or liability suffered and/ or sustained by or arising directly or indirectly as a result of or in connection with any of the followina:

- 6.1 Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following Occurrences namely:
  - **6.1.1** War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
  - 6.1.2 Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - 6.1.3 Any act of terrorism:

For this purpose 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.

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said Occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance, except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We alleges that by reason of the provisions of this General Exclusion any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon You.

6.2 Any loss or damage:

- 6.2.1 occasioned by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the Insured Premise is situated.
- **6.2.2** other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- 6.2.3 loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing 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 6.1.2.2, combustion shall include any self-sustaining process of nuclear fission.
- 6.3 Any consequential loss or damage of any kind whatsoever.
- **6.4** All Claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - 6.4.1 asbestos, or
  - 6.4.2 any actual or alleged asbestos related injury or something involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- 6.5 Lack of maintenance, structural defect of the Insured Premise.
- 6.6 Normal wear and tear, depreciation, moths, vermin, insects, damp, rust, rot, corrosion, the action of light, atmospheric, or climatic condition any process of dyeing, cleaning, repairing, or restoring.
- **6.7** Denting, chipping, or scratching.
- 6.8 Damage caused by domestic animals belong to You.
- 6.9 No (re)insurer shall be deemed to provide cover or any benefit and no(re)insurer shall be liable to pay any claim hereunder to the extent that the provision of such cover or benefit or payment of such claim would expose that (re)insurer to any sanction, prohibition or restriction under

- relevant trade or economic sanction laws or regulations.
- **6.10** Any judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Hong Kong SAR.
- **6.11** Any loss or damage caused by or resulting from unexplained disappearance.
- **6.12** Any wilful, malicious, deliberate act or gross negligence by act by You, Your pet or any Household Member.
- 6.13 Any loss or damage to illegal structures, or liability arising out of any illegal structure.
- **6.14** Any Accident, loss, damage or liability which occurred before the Policy Effective Date.
- 6.15 In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 6.16 Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
  - 6.16.1 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.
  - 6.16.2 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.

- 6.16.3 Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or loaic bombs'.
- **6.17** Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
  - 6.17.1 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 assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.
- 6.18 Any Claims arising due to a Tropical Cyclone Warning Signal No.8 or above hoisted by the Hong Kong Observatory during the first three (3) days from the Policy Effective Date.

#### **SECTION 7 - EXCESS CLAUSE**

You must pay the amount of any applicable Excess shown in the Policy Schedule or in this Policy in respect of each Claim You make under the Policy. The Excess is payable by You at such time required by Us. If any event leads to a Claim under more than one Section of the Policy, You must pay the highest applicable Excess.

#### 7.1 Water damage Excess:

- **7.1.** For Building age less than or equal to 40: HKD 1,000 or 10% of adjusted loss, whichever is greater
- **7.1.2** For Building age more than or equal to 41: HKD 5,000 or 10% of adjusted loss, whichever is areater

- 7.2 Landslip or subsidence Excess: HKD 5,000 or 10% of adjusted loss, whichever is greater
- 7.3 General Excess: HKD 500 per Claim
- 7.4 Loss of rent Excess: First 14 consecutive calendar days of Net Rental Income

#### **SECTION 8 - GENERAL PROVISIONS**

- 8.1 Entire contract. The Policy Schedule, Policy Wording, and endorsements (if any) shall constitute the entire contract of insurance. No statement made by You for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and such approval is endorsed hereon.
- 8.2 Rights against company. Unless otherwise expressly stated nothing contained herein shall give any rights against Us to any person other than You. Further, We shall not be bound by any passing of the interest of You otherwise than by death or operation of law unless and until We shall by endorsement hereon declare the insurance to be continued.
- 8.3 Contribution (duplicate coverage). In the event of other policies covering the same loss or damage to the Insured Premise, We shall not be liable to pay or contribute more than its ratable proportion of any such Claim.
- 8.4 Automatic renewal clause. It is noted and agreed that subject to the terms and condition and payment of premium, this Policy shall be renewed upon expiry until a notice of cancellation has been received.
- **8.5** Renewal premium rate and terms. We reserve the rights to revise or adjust the premium and terms at the time of renewal.
- 8.6 Cancellation. This Policy may be cancelled at any time at the request of You in writing to Us and the premium hereon shall be adjusted on the basis of Us receiving or retaining the pro rata premium or minimum premium (provided no claim has arisen during the current Period of Insurance on or before the date of cancellation) thereof for the period the Policy has been

in force. The Policy may also be cancelled by Us by seven (7) days' notice given in writing to You at Your last known address or email address, and the premium hereon shall be adjusted on the basis of Us receiving or retaining pro rata premium thereof for the period the Policy has been in force.

- 8.7 Free look period (not applicable to renewal policies). Within fourteen (14) days after the delivery or issuance of the Policy (whichever is earlier), should You decide not to continue with the Policy for any reason, it may be returned to Us for cancellation. Any premium and levy paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and We shall not be liable under this Policy for any loss, damage or liability sustained or incurred.
- 8.8 Right of Claim. The extension of Our liability in respect of the Insured Premise of any person other than You shall give no right of Claim hereunder to such person, the intention being that You shall in all cases Claim for and on behalf of such person and the receipt of Your Claim proceeds shall in any case absolutely discharge Our liability hereunder.
- **8.9 Claims cooperation.** As a condition precedent to the Company's liability, You should cooperate fully with Us, and will upon request execute any document to empower Us to obtain relevant information.
- 8.10 Claims notification. You shall give written notice to Us as soon as practicable, and in every case within sixty (60) consecutive days after any loss, damage or Occurrence that may give rise to a Claim comes to Your knowledge.
  - 8.10.1 Where notice (or any supporting document or proof) is submitted after the sixty (60) day period, the Claim shall be irrevocably forfeited unless You can, to the Our sole satisfaction of, produce contemporaneous written evidence both (i) that it was impossible to comply with the time limit, and (ii) that notice was given at the earliest practicable opportunity. The burden of proof rests entirely upon You.
  - 8.10.2 In the case of loss or damage arising from burglary, Theft, robbery or malicious damage, You must report the incident to the police having jurisdiction within twenty-four (24) hours of discovery, obtain a written police report or reference number, and forward

the same to Us with the Claim form. Failure to do so shall invalidate the Claim unless You can satisfy Us, with independent documentary proof, that such report was impracticable and that a report was filed at the earliest possible opportunity.

8.10.3 If We shall elect to Reinstate any Content, You shall furnish to Us all such plans, specifications and quantities as We may reasonably require.

You shall on receiving notice of any Accident or Claim arising under Section 3 give immediate notice thereof in writing to Us and as soon as possible supply full particulars thereof in writing and shall send to Us any writ, summons or other legal process issued or commenced against You and shall give all necessary information and assistance to enable Us to settle or resist any Claim or to institute proceedings. You shall not incur any expense in making good any damage without the written consent of Us and shall not negotiate, pay, settle, admit or repudiate any Claim without Our consent.

- 8.11 Payment of Claims. Payment of any Claims shall be made directly to You, except in cases involving legal liabilities where payment may be directed as per the legal requirements. Any receipt by You of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all liability of Us in respect of such Benefit. Upon Your death, all Benefit(s) which are payable to You under this Policy shall be made to Your estate.
- 8.12 Possession rights. We shall be entitled:
  - 8.12.1 On the happening of any loss of or damage to the Content to enter any Building where the loss or damage has happened and to take and keep possession of the Contents and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by Us shall be proof of leave and license for such purpose. No Property may be abandoned to Us.
  - 8.12.2 To undertake in the name and on behalf of You the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

- 8.13 Fraudulent Claims. If the Claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on the behalf to obtain any benefit under this Policy, all benefit in respect of such Claims shall be forfeited.
- 8.14 Forfeiture of benefits. If the loss or damage be occasioned by the wilful act or with the connivance of You; or, if the Claim be made and rejected and an action or suit be not commenced within twelve (12) months after such rejection; or (in the case of an arbitration taking place in pursuance of Section 8. of this Policy) within twelve (12) months after the arbitrator or arbitrators or umpire shall have made their award, all benefits hereunder shall be forfeited.
- 8.15 Right of Recovery. In the event that authorization of payment and/or payment is made by Us for a Claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, We reserves the right to recover the said sum or Excess from You.
- 8.16 Subrogation. In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery therefore against any person or organization and the You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall take no action after the loss to prejudice such rights.
- 8.17 Rights of third parties. Nothing in this Policy is intended to confer any enforceable benefit on any party other than You and Us, whether pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap 623) or otherwise. It is hereby noted and agreed that You and Us, as named in the Policy Schedule, shall have the exclusive right to amend this Policy by agreement or to cancel or terminate the Policy in accordance with its terms, without giving notice to, or requiring the consent of, any other person.
- 8.18 Arbitration. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party.

- 8.18.1 In case either party shall refuse or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.
- 8.18.2 The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award.
- 8.18.3 And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
- 8.19 New for old. We will at Our option replace an insured item with a new item of equivalent value and quality or repair the item to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is lesser without any deduction for wear and tear or depreciation.
- 8.20 Sets, pairs and collections. If an insured item forms part of a pair, set or collection, We will not be liable to pay more than the value of that part lost or damaged regardless of any special value which the parts together may have as a pair, set or collection and in any event not more than a proportionate part of the sum on the pair, set or collection.
- 8.21 Reasonable care. You shall use all reasonable diligence and care to keep the Insured Premise in a proper state of repair and, where You are the owner of the Contents, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and We shall not be

liable for injury, loss or damage caused by a defect which You have failed to remedy after having received notice of such defect either from Us or any person or public body.

- 8.21.1 You shall notify Us in writing in the event of any change in the tenancy and/or occupancy of the Insured Premise and/or of any increase of hazard and/or any alterations to the design, structure and material used in the Insured Premise.
- **8.21.2** You shall duly comply with and observe all laws, regulations, codes, quidelines and the like of:
  - 8.21.2.1 any governmental or regulatory authority in Hong Kong Special Administrative Region (hereinafter called "Hong Kong") responsible or having jurisdiction over fire safety standards; and/or;
  - **8.21.2.2** any other statutory obligation including notice given and requirements made pursuant to the breach and disregard which may affect or increase the risk.
- 8.22 Legal actions. No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- 8.23 Limitations controlled by statute. If any time limitation of this insurance, with respect to giving notice of Claim or furnishing proof of loss, is less than that permitted by the law of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such law.
- **8.24 Compliance with Policy provisions.** Failure to comply with any of the provisions contained in this Policy shall invalidate all Claims hereunder.
- 8.25 Policy interpretation. This Policy is subject to the laws of Hong Kong and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

- 8.26 Assignment. No notice of assignment of interest under this Policy shall be binding upon. We unless and until the original or a duplicate thereof is filed at the Home Office of Allianz Global Corporate & Specialty SE (incorporated in the Federal Republic of Germany with limited liabilities) Hong Kong Branch, Suite 403-411, 4/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any Claim arising.
- **8.27 Clerical error.** Clerical errors by Us shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
- 8.28 Prevailing language. The terms and conditions in the Chinese Policy Wording is translated from this English version only for Your reference. Should there be any inconsistency between Chinese and English versions in policy wording, the English version shall prevail.

#### SECTION 9 – ONGOING DUTY OF DISCLOSURE

During the Period of Insurance, You must promptly tell Us of any fact that a reasonable insurer would consider material to the acceptance of the risk or the terms of this coverage. Material facts include, but are not limited to:

- 9.1 the structural condition, age or state of repair of the Building or any part of it (e.g. subsidence, water ingress, defective wiring, pest infestation, or any condition that is, or could become, a safety or maintenance issue):
- 9.2 any renovations, extensions or demolition work (whether completed, in progress, or planned);
- 9.3 the presence of non-standard constructions or materials (e.g. asbestos, metal roofs, flat roofs, composite panels);
- 9.4 any past, pending, or refused insurance Claims, losses, damage or incidents at the Premises, regardless of whether you claimed on insurance at the time:
- 9.5 any change in occupancy, business use, vacancy, letting or sharing arrangements; and

9.6 any other circumstance that increases the likelihood, frequency or severity of loss or damage.

## SECTION 10 – PERSONAL INFORMATION COLLECTION AND USE STATEMENT

All personal data collected and held by Us will be used in accordance with our Personal Information Collection Statement, as notified to You from time to time and is available at this website:

https://www.personal.allianz.com.hk/en/footer/pics

You shall, and shall procure all other Insured Person(s) covered under the Policy to authorized us to use and transfer data (within or outside of Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap 486), Laws of Hong Kong, for the obligatory purposes as set out in our Personal Information Collection Statement as applicable from time to time.

When information about a third party is provided by You to us, You warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to Us, enabling Us to assess, process, issue, and administer this Policy including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.



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# 簡介

感謝您選擇安聯家居保險。請您細心閱讀本保單條款,當中詳列了您的保障範圍,包括受保及不受保的事項。請妥善保存此文件以作日後參考。

## 您的保單包括以下文件:

- 投保申請書及聲明;
- 本保單條款 (即本文件);
- -- 保單承保表;以及
- 任何其他批註文件。

## 您的保單承保表將列明:

- 您的保障詳情;
- 受保期;以及
- 任何適用於您保單的額外條款及細則。

如有任何查詢, 歡迎聯絡本公司。

## 一般定義

就太保單而言:

「意外」是指對建築物及/或家居財物而言屬於突發、非故意、並具有外 在、可見日帶有猛烈性質的事件。

「電器」是指在受保物業新購買並專作私人及家居用途的家用電器或機械設 備。

「賠償限額」是指我們對於在任何一個受保期內出現的損失或損毀所承擔的 青仟·其受本保單列明的賠償限額所限制, 日不得超過保單承保表上為每個 項目所列明的金額或任何由我們代表另行批核簽署的其他替代金額。

「建築物」是指位於香港特別行政區內、受保物業所屬的住宅大廈、包括受 保物業的牆身、窗戶、大閘及圍欄、但不包括地基、排水渠或任何位於其最 低樓層下方地面以下的結構部分。

「索償」是指由一次事故引致的單一損失或連串損失。

「家庭傭工」是指根據有效的香港僱傭合約聘請的全職同住傭工・其日常工 作範圍僅限於受保物業內。

「自負金額」 是指在保單承保表中列明損失的首筆金額 · 如您提出索償 · 您 須自行承擔該筆金額,而我們只會承擔超出該金額的部分,並以保單承保表 中所列的保障限額為上限。

「家居財物」或「財物」 是指屬於您及 / 或您的家庭成員之財物 · 或您及 / 或您的家庭成員具法律責任的財物、並位於受保物業之內。

(以下只為舉例,並不限於以下項目)

- 個人物品及家居用品:
- 貴重物品(但不超過保單所訂明之限額):
- 家庭娛樂設備,包括桌上電腦;
- 可攜式電子設備:
- 現金及信用卡(但不超過保單所訂明之限額):
- 單車。
- 「家居財物」不包括:(以下只為舉例,並不限於以下項目)
- 車輛(包括電單車、四輪電單車及電動滑板車)、露營拖車、拖車、水上 載具、無人機、私人飛機及其所有配件:
- 動物:
- •交易用之貨物、工具或任何程度上用作經營業務的物品;

- 房屋結構部分,包括裝飾及永久固定裝置及配件;
- •加密資產(例如比特幣)。

「家庭成員」 是指與您有家庭關係並永久居住於受保物業的家人,例如配偶、子女、 親戚、父母或其他人什等,但不包括:

- 家庭傭丁:
- 僱員:
- 和容。

「受保物業」 是指保單承保表所列明位於香港特別行政區內之多層住宅大廈中的私人 住宅單位。

「市值」 是指財物於損失或損毀時的價值·經扣除合理折舊及損耗後所得之金額·由 我們釐定。

「現金」是指屬於您或您的家庭成員擁有的匯票、儲值卡、本票、銀行或貨幣票據、 硬幣、支票、保費債券、旅行支票、郵政匯票或訂購單、郵票、國家儲蓄郵票或證 書、記錄或帳本或其他類似代幣、惟不包括任何商業設備。僅限其面值、不包括任何 紀念、感情、古董或稀有價值。

「多層住宅大廈」 是指包含多個住宅單位、跨越多個樓層的建築物、專供居住之用、 並設有共用設施如走廊及升降機。

「純和金收入」是指和客根據和約應付的和金‧扣除:(1)於受保物業因無法居住期 間 · 您不再提供的任何服務或收費(例如水電費);以及(2)在該期間內所節省的管理 費、佣金或其他開支。

「事故」 是指單次發生的突發事件, 或連續/重複地引發本質相同的一般有害狀況, 並導致人身傷害或財物損毀, 而該結果既非受保人所預料, 亦非其有意造成。

「業主」是指您作為受保物業的合法業權持有人。

「**受保期**」是指保單承保表所載明之保障時間。如果您於同一日完成及遞交保單申請、保單僅於我們接納您的申請、投保書及聲明時方告生效。

「個人文件」是指由政府簽發之護照、香港身份證、駕駛執照及旅遊證件。

「個人物品」是指您及/或您的家庭成員擁有並於日常生活中使用的物品,例如 衣物及其他私人財物。

「保單」是指本保單條款(即本文件)、保單承保表及本文件所包含或根據本文件 批註的任何橋忘錄及批單,須一併閱讀及視為同一份合約,而於本保單中賦予特 定實義的字詞可認知。整份保單均應按該實義解釋。

「保單生效日」是指保單開始生效之日期,載於保單承保表上。

「保單持有人」或「受保人」是指以自己名義申請此保單的保單持有人。

「保單承保表」或「承保表」是指列明您保單之保障詳情及適用於該保單的特定條款的文件。

「可攜式電子設備」 是指傳呼機、手提 / 流動電話、智能手機、平板電腦、手提電腦、各類型個人數碼助理等。

「復原」或「復修」是指對遺失或損毀的財物進行修理、重建或更換,使其在合理 可行的情況下,恢復至與新狀態時相同的類型、標準、尺寸、功能及外觀,但不包 括任何升級或改善。

「保障表」是指列明各項保障金額及自負金額詳情的文件。

「租客」是指根據合法書面租約或租賃協議而居住於受保物業之人士,但並非該物業的合法業主。

「盜竊」是指第三者以不誠實、強行及暴力手段竊取受保之家居財物或個人物品,並意圖永久佔有該財物的行為,包括爆竊與搶劫。

[未經授權製造商] 是指未獲品牌擁有人授權及對該產品並無合法生產或分銷文件之產品製造商或裝配商。

「貴重物品」是指珠寶、黃金、白銀、貴金屬、皮草、手錶、珍品、藝術品及古董。

「車輛」是指任何輪式或履帶式機械,包括汽車、貨車、電單車及類似之交通工具。

「船隻」或「飛行器」是指任何設計或擬用於水上漂浮、穿越水域或在水中或空中操作的載具、器具或物件,包括小艇、船舶及飛機。

「我們」、「我們的」、「本公司」或「安聯」是指安聯環球企業及專項保險(於德意志聯邦共和國註冊成立之有限公司)香港分公司。

「您」、「您的」或「閣下」是指保單承保表所載之保單持有人或受保人。

## 家居保險條款與細則

茲因閣下已支付保費,並根據本保單所載、附加或隨附的各項定義、不保事項、限 制、條款及細則,安聯環球企業及專項保險(於德意志聯邦共和國註冊成立之有 限公司)香港分公司(下稱「本公司」或「我們」)同意為保單承保表所載之受保人 及受保物業提供保障。並承諾在本保單所別能圖內就損失支付賠償。

保單承保表、本保單條款與任何隨後之保單批詮將構成本保險合約的全部部分(下稱「本保單」)。請務必閱讀您的保單承保表及本保單條款,尤其注意適用於所有情況的「一般不保事項」及「一般條款」部分。

您的保單承保表載有重要資訊,包括所投保計劃類型、受保期及受保物業的詳細 資料。

本保單主要為位於香港、僅作住宅用途的物業而設,並僅於該類物業有效。本保 單涵蓋多項保障,但於某些情況下則不提供保障。

有關保障限額、不承保事項及條件詳載於本保單條款中。我們特此提醒您以下幾點重要事項:

- (a) 只要您符合以下條件,即可申請本保單:
- i. 受保物業位於香港:
- ii. 受保物業位於多層住宅大廈内, 目不含任何僭建物。
- (b) 對於在受制裁國家裡所產生的任何損失,我們概不負責。詳情請參閱本文件第 6.1.9 節。
- (c) 中文保單條款乃根據英文版本翻譯而成,僅供參考。若中英文條款內容有任何歧異,應以英文版本為準。

請仔細閱讀本保單條款,以確保您獲得所需之保障。在您支付保單承保表所列之 保費後,我們將會根據本保單的條款及細則,為您提供所選之相應保險服務。

## 保障條款

### 第1節 — 家居財物

- 1.1 如在受保期內因意外事件導致您的家居財物在受保物業內遭受無法預料及 突發的實體損失或損毀,我們將會根據保障表所列之賠償限額為您提供保障, 除非本保單另有所指的情況除外。然而、我們僅會就您於受保物業內的可攜式 電子裝置因火災、雷擊或入屋爆竊或企圖爆竊行為並已於發現一十四(24)小 時內向警方報案所造成的毀壞或損失提供保障。
- 1.2 如在受保物業內進行的家居裝修項目或改建(包括牆壁、窗戶、天花板、 地板和門)遭受無法預料及突發的實體損失或損毀, 我們會就您在受保物業內 進行的家居裝修項目提供保障。此項保障的最高賠償額將不超過保障表中第 1.1節「家居財物損失或損毀」所列的保障限額。
- 1.3 我們將會承保您聘用專業搬運公司從受保物業搬遷至您於香港境內的新永 損失或損毀。此項保障的最高賠償額不得超過保障表中第1.1節「家居財物損 失或損毀,所列的保障限額。然而·在第1.3節中·我們不會承保貴重物品、 玻璃器皿、陶器及其他易碎物品(如未經專業搬運/包裝妥善包裝者)以及可 攜式雷子裝置。

#### 14 最高賠償限額·

- 1.4.1 除非個別物品已於保單中特別列明,否則任何單一物品的賠償金額不 1.5.6 電器或機械故障 得超過家居財物基本保障限額(詳見保障表)的百分之一十(20%)。 1.4.2 屬於家庭成員的貴重物品、每件的賠償金額為基本家居財物保障額的 百分之二(2%)(詳見保障表)為上限;每次事故的累積賠償總額不得超 過基本家居財物保障額的百分之三十五(35%)(詳見保障表)。
- 1.5 不保事項:我們不會就以下原因直接或間接導致的損失、毀壞或損毀向 您或您的家庭成員作出賠償:

#### 151 盜竊

- 1.5.1.1 非經強行或暴力方式闖入或離開受保物業之家居財物盜竊行為, 且須於發現後二十四(24)小時內報警。
- 1.5.1.2 由您、家庭成員、家庭傭工、或經您或您的家庭成員同意而進入 及/或家庭成員作出賠償: 受保物業之人、或其僱員或家庭傭工所為之盜竊。

#### 1.5.2 欺詐行為

由您、您的家庭成員或家庭傭工所作出的不誠實陳述、詐騙、欺騙或 其他虚假行為所導致的損失。

#### 1.5.3 磨損損耗

1.5.3.1因正常使用而導致之損耗、生鏽、腐蝕、霉菌、氣溫或濕度變化 等造成之損失。為免生疑、此不保之事項亦適用於包括但不限於水管、 衛生設備及儲水裝置, 日該損壞或損失是全部或部分由老化、腐蝕、滲 漏或保養不足所引致,同時該原因並非由本保單其他條款明確承保風險 所遵致。

1.5.3.2 然而,如因 1.5.3.1 所述情況導致其他家居財物發生捐毁、捐失 或損壞,我們將會賠償該等其他家居財物的損失。

#### 1.5.4 動物造成的損壞

因任何寵物的咬嚼、抓刮、撕裂或弄污,或因昆蟲、幼蟲或害蟲造成的損 壞。

#### 1.5.5 空置情況下的損失

如受保物業連續空置超過三十天、期間因盜竊或漏水所造成的損失。

- 1.5.6.1 非雷激所致的雷流對雷器·家電或電線造成的損壞。根據你所撰 擇的計劃,此情況或許於第四節中獲得保障。
- 1.5.6.2 因機件或電器本身故障·損壞·失靈·運作不當或過熱(非由電 擊直接擊中所引致)所造成的損失。
- 1.5.6.3 但若因或所述原因而導致本保單項目下受保的其他財產遭受損毁 或損失·該損失可獲賠償。
- 157 因清洗,染色,維修,修復或翻新過程期間浩成的任何財物損壞。
- 1.5.8 仟何間接損失。
- 1.5.9 山泥傾瀉或地陷。
- 1.5.10 本保單將不會就以下不受保障的家居財物項目所引致的任何損失向你

- **1.5.10.1** 非手動操控之水上交通工具、水上載具拖架、氣墊船、船隻 舷外摩打及其配件與零件:
- 1.5.10.2 各類車輛、無人機及其配件;
- 1.5.10.3 種植中的林木、農作物、植物、牲畜、寵物及其他動物;
- 1.5.10.4 任何物品的刮花或凹陷,以及瓷器、陶器、大理石、唱片或 其他易碎物品的破裂,惟因爆竊、盜竊或火災所致者除外;
- 1.5.10.5 契約、債券、匯票、本票、支票、貨幣證券、郵票、各類文件、 現金、鈔票、手稿、獎章及硬幣之損失;
- **1.5.10.6** 非於本保單列明的受保物業範圍內運送時發生的家居財物損失;
- 1.5.10.7 已另行投保、或作商業、營運或工作用途之家居財物;
- 1.5.10.8 放置於屋頂或露天範圍的家居財物;
- 1.5.10.9 食品、飲品及其他易腐物品、藥品、煙草產品、化妝品及香水:
- 1.5.10.10 任何用作商業用途或轉售的物品。

#### 1.6 自負金額

對於本保單第1節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。 請參閱自負金額條款第7.1、7.2及7.3節。

#### 1.7 延伸保障

#### 1.7.1 臨時搬遷保障

倘若您的家居財物因裝修、保養、清潔、維修、改裝或染色等原因 而需要臨時搬離受保物業,且在香港境內搬移期間不超過十四 ( 1、天內,本公司將對其遭受的意外損失或損壞作出賠償,但不 包括:

**1.7.1.1** 用於展覽或出售之財物;

#### 1.7.1.2 在搬運途中或隨身攜帶期間被盜之財物。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 全額

#### 1.7.1.3 自負金額

對於本保單第 1.5.1 節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。

請參閱第 7.3 節之自負金額條款。

#### 1.7.2 家具臨時存倉保障

如您的家居財物臨時存放於香港境內的家具倉庫中不超過三十(30)天,本公司將會就其損失或損壞作出賠償,惟最高賠償金額以保障表所載為準。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 金額。

#### 1.7.2.1 自負金額

對於本保單第 1.5.2 節項下每一宗損失,本公司將不會承 擔保障表所列之自負金額或保單附表中指定的有關其他金 額。 請參閱第 7.3 節之自負金額條款。

#### 1.7.3 臨時居所

如受保物業因本保單第 I 節所保障之損毀而無法居住,本公司將會 賠償受保人為恢復原狀期間所實際產生之合理住宿開支,惟以保單 承保表列明之金額為上限。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 金額。

#### 1.7.3.1 自負金額

此項保障不設自負金額。

#### 1.7.4 門窗更換保障

如受保物業因遭受強行或企圖強行闖入而導致外門、鎖或窗戶損壞 ,本公司將會就更換或維修的費用作出賠償,惟所更換物品應與原 物品為類似規格日不作升級,並須受保單承保表所列的最高賠償額

### 限制。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 金額.

#### 1.7.4.1 自負金額

對於本保單第 1.5.4 節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。

請參閱第 7.3 節之自負金額條款。

#### 1.7.5 家庭傭工個人物品保障

如您的家庭傭工與您或您的家庭成員共同居住於受保物業內期間, 其個人物品(不包括現金、貨幣紙幣、銀行票據及郵票)遭受損毀 或損失,且該物品未有其他保障,本公司將會就此對您作出賠償。 然而,如家庭傭工未有遵守保單條款,本公司將視同受保人違反條 款而不予賠償。本保障並不涵蓋任何可攜式電子設備。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 金額。

### 1.7.5.1 自負金額

對於本保單第 1.5.5 節項下每一宗損失, 本公司將不會承 擔保隨表所列之自負金額或保單附表中指定的有關其他 金額。 語參閱第 7.3 節之自負金額條款.

#### 1.7.6 家居工程保障

我們將會就受保物業在裝修及/或翻新期間,由承辦商進行合約工程期間對家居財物造成的損毀或損失向您作出賠償,工程期最長為兩(2)個月。惟我們不會就以下情況向受保人作出賠償:

- **1.7.6.1** 在考慮工程性質或施工方式時而預見到有機會發生的損失或損毀;
- **1.7.6.2** 受保期内為防止或減輕損失而必須採取之措施所產生的費用;
- 1.7.6.3 任何形式的間接損失;

#### 1.7.6.4 因設計缺陷而引致的損失或損毀;

1.7.6.5 僅於點算存貨時方被發現的損失或損毀。

本公司保留向肇事方追討賠償的權利。對於本項延伸保障所涵蓋的 每次事故,本公司所賠償的金額將不會超過保障表所列之最高賠償 限額或保單附件中另行列明之有關其他金額。

#### 1.7.6.6 自負金額

本節 1.7.6 下之保障項目並不設自負金額。

### 1.7.7 緊急現金津貼

如受保物業因發生第 I 節下的損失事故 (不包括第 1.7.6 家居裝修 工程) 而無法居住,並須最少五 (5) 日才能重返居住,本公司將 就購買基本衣物及個人物品所需的費用,按保單承保表所列的金額 向您提供一次性現金津貼,惟確認相關損失為本保單第 I 節下之有 效索僧後方可賠付。

對於本項延伸保障所涵蓋的每次事故,本公司所賠償的金額將不會 超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他 金額。

# 1.7.7.1 自負金額

本節 1.7.7 下之保障項目並不設自負金額。

# 第2節 — 全球綜合保障

- 2.1 本公司將於受保期間內,向您及/或您的家庭成員就您及/或您的家庭成員之個人財物於全球任何地點發生的意外性實體損失、毀壞或損毀、賠償復原、維修或更換的費用,賠償金額上限以保單承保表中所列金額為準,並須在發現失額、意外遺失或消失後二十四(24)小時內報警備案。
- 2.2 本保單第2節之保障項目不適用於任何屬於第1.7節下任何有效延伸保障範 圍內的索償。
- 2.3 最高賠償限額:對於本項保障所涵蓋的每次事故,本公司所賠償的金額將不會超過保障表所列之最高賠償限額或保單附件中另行列明之有關其他金額。
- 2.4 不保事項:本公司將不會就下列因素直接或間接導致之損失、毀壞或損毀向您及/或您的家庭成員作出賠償:

#### 2.4.1 浴竊:

- 2.4.1.1 由您、您的家庭成員、家庭傭工、或任何經您或家庭成員同意進入受保物業之人士,或任何僱員或家庭傭工所為之盜竊;
- 2.4.1.2 任何無人看管車輛之盜竊,除非所有車窗、車門、行李艙、 尾箱、天窗及擋風玻璃皆已完全關閉並上鎖;
- 2.4.1.3 單車於屋外被盜,而當時並未將之妥善鎖好;
- 2.4.2 使用單車期間所造成的損失或損毀;
- 2.4.3 由您及/或您的家庭成員作出的惡意行為所導致的損失;
- 2.4.4 任何已受其他保單保障之貴重物品及個人財物;
- 2.4.5 由海關或其他執法機關扣押、查封或沒收之財物;
- 2.4.6 無故消失或無法解釋的損失,包括遺留或忘記攜帶的物品;
- **2.4.7** 機械或電器故障、鏡片或玻璃遭到刮花或破裂,除非同時伴隨您有權根據本節獲得賠償的其他損毀;

### 2.5 我們不會就下列不受保財物之任何損失向您及/或您的家庭成員作出賠償:

- 2.5.1 眼鏡、太陽眼鏡、隱形眼鏡或角膜鏡片;
- 2.5.2 隨身 攜帶之特殊用途物品、醫療設備、儀器、助聽器、假牙;
- **2.5.3** 唱片、激光唱片、光碟、錄音帶、電腦記錄、個人數碼助理記錄及 類似項目:
- 2.5.4 商業設備及已於其他保單中特別投保的財產;
- 2.5.5 露天位置、露台、平台、庭院、後院、天台或戶外範圍內的物品;
- 2.5.6 任何車輛、無人機及其配件;
- 2.5.7 可攜式電子設備;

### 2.5.8 使用中之運動器材:

- 2.5.9 信用卡、證券、契約、證書及任何類型之文件。
- **2.6** 同一項物品如出現相同的損失或損毀,您不得同時根據第1節及第2節進行索償。如有其他保單涵蓋相同損失,則適用第8.3節的規定。

### 2.7 延伸保障

# 2.7.1 遺失個人銀行卡和證件

如您於受保物業以外地方因意外而遺失或損毀信用卡或個人證件, 我們將會就您為補領該等證件而合理且必須產生之費用作出賠償。

### 2.7.2 個人金錢損失

如您因意外遺失或被 盜竊金錢, 或現金卡被 未經授權使用, 我們 將會向您作出賠償。惟須於發現後二十四 (24) 小時內向當地警 方報案, 並提交書面報案證明。

# 2.7.2.1 本節不涵蓋以下情況:

- **2.7.2.1.1** 未能於發現後二十四 (24) 小時內向當地警方報 案之損失;
- 2.7.2.1.2 因貶值、沒收、或因錯誤或疏忽而導致的損失;
- 2.7.2.1.3 除非您提供警方報案證明,否則本保障項目下之 索償不會獲得賠償,我們可全權酌情豁免此要求 ,惟您須以當時書面證明令我們信納,證明無法 於規定時間內報案,並於首次有機會時已報案。
- **2.7.2.1.4** 無故丟失或無法解釋的損失,包括但不限於遺留 或遺忘攜帶之金錢;

# 2.7.3 未經獲授權使用信用卡

如因信用卡被未經授權使用而引致之金錢損失,我們將作出賠償。

# 2.8 自負金額

對於本保單第2節項下每一宗損失,本公司將不會承擔保障表所列之自負 金額或保單附表中指定的有關其他金額。 請參閱第7.3節之自負金額條款。

# 第3節 - 個人法律責任

- 3.1 本公司將會根據保障限額,就以下因法律責任而引致之索償向您及/或任何家庭成員作出賠償:
  - 3.1.1 因意外導致任何人士 (但不包括家庭成員或家庭傭工) 受傷。受傷包括身體傷害,並包括死亡、疾病或病症;
  - **3.1.2** 因意外導致他人擁有的財物損毀或遺失,但本公司不會根據本第 3 節承保您的財物損毀或遺失;
  - 3.1.3 與第3.1.1 或3.1.2條款有關的訴訟所產生的費用及開支,但須經我們的書面同意。該等費用及開支屬於額外賠償,並不包括於索償限額之內。
- 3.2 無論本保單承保的受保人數及/或機構數目為多少,亦無論對一位或多位 受保人提出的索償數目為多少,我們於本保單下的賠償責任總額,將不會超 過保障表所載之最高賠償額,或保單附件中所列之有關其他金額。

#### 3.3 不保之法律責任包括:

- 3.3.1 您在協議中須承擔的責任,以及在無該協議時則無須承擔的責任;
- 3.3.2 因與受保人有僱用或學徒合約而導致該人士於受僱期間及僱用期間 受傷或患病而產生的責任,包括根據職業傷病相關法例須由受保人 支付的任何款額:
- 3.3.3 對受保人的家庭成員引致之人身傷害責任;
- 3.3.4 因使用升降機或電梯而導致的人身傷害或財物損毀;
- 3.3.5 涉及任何根據香港法例第 167D 章《危險犬隻規例》所界定之危險犬 隻、鬥犬或大型犬的索償;
- 3.3.6 涉及以下財物的捐毁或遺失的責任:
  - 3.3.6.1 屬於您的財物;
  - 3.3.6.2 由您及/或您的家庭成員保管或控制的財物;

- **3.3.7** 因下列情況而引致或與之有關的人身傷害、疾病、損失或損壞的責任:
  - 3.3.7.1 由您或代表您擁有、持有或使用之動物(狗或貓除外)、飛機 、電單車、車輛、船隻或其他類型的載具;
  - 3.3.7.2 由您或代表您擁有、持有或使用的任何土地或建築物;
  - 3.3.7.3 與受保人的任何工作、專業或業務,或與之有關或為其目的而進行的任何活動;
  - 3.3.7.4 因進行任何改建、加建、維修或裝修工程的情況;
  - 3.3.7.5 因戰爭、入侵、外敵行動、戰爭行為(不論有否正式宣戰)、內 戰、叛亂、暴動、革命、起義、軍事或篡奪政權行動、罷工、暴 動或民眾騷亂而導致的任何後果;
  - 3.3.7.6 任何由核燃料的游離輻射或放射性污染、或核燃料燃燒產 生的核廢料(為詮釋本排除條款之目的,此處燃燒所指情況 包括任何具自我持續性質的核分裂過程)直接或間接引致 或促成的法律責任;
  - **3.3.7.7** 任何因核武器物質直接或間接引致、促成或由其引起的意外、損失、毀壞或法律責任;
  - 3.3.7.8 本保單不承保任何發生於美國、加拿大或澳洲及其領土或 屬地範圍內的意外人身傷害、死亡、疾病或財物損毀所引致 的任何法律責任、費用或開支;
  - 3.3.7.9 在受保期間,當您及/或您的家庭成員於香港境外逗留連續 超過三十(30)日,並於期間對他人意外造成人身傷害或其 財物意外損毀的法律責任。

# 3.4 自負金額

對於本保單第3節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。 請參閱第7.3節之自負金額條款。

# 第4節 - 家電維修保障 (維修保養)

- 4.1 若因受保於本保單之家居電器在香港地點發生機械或電器故障,而需維修 或更換,我們將會根據保單承保表所列金額予以賠償,惟該電器須符合以下 條件:
  - 4.1.1 其未受其他製造商或經銷商維修保養範圍所覆蓋;
  - 4.1.2 當故障發牛時,其購買日期不超過六(6)年;
  - 4.1.3 其僅用於非商業用途;
  - 4.1.4 其屬於您或居住於受保物業之家庭成員擁有;
  - 4.1.5 其於香港購買並僅在受保物業使用。
- 4.2 下列九種電器屬於承保範圍:
  - 4.2.1 重視:
  - 4.2.2 冷氣機:
  - 4.2.3 雪櫃;
  - 4.2.4 洗衣機;
  - 4.2.5 乾衣機;
  - 4.2.6 二合一洗衣乾衣機;
  - 4.2.7 抽油煙機;
  - 4.2.8 爐具;及
  - 4.2.9 焗爐。
- 4.3 本公司擁有絕對權力判定該電器能否被維修。合理的維修費用包括人工及 零件費)及檢查費用,將會根據保單承保表所列限額予以賠償。若該電器被 判定為不可維修,您必須在購買替代電器前通知我們並提供相關證明,以便 我們同意賠償更換電器的費用。若本公司確認電器無法修理 我們將根據保

單計劃表所列金額,賠償購買及安裝一部相同類別及類似規格的新電器的 費用。

- 4.4 此項保障須符合以下條件:
  - 4.4.1 當申請賠償時,您必須提供載有購買日期及電器價格的原始銷售發 票副本,或其他能夠證明購買日期或生產日期及價格的等效文件,以 及原廠保用證書副本:
  - **4.4.2** 若經本公司全權判斷且符合上述要求,指該電器為可修復,我們將根據您的保單限額,就維修發票上的金額向您賠償整筆費用;
  - 4.4.3 若維修人員判定該電器的故障非因機械或電力故障所致,本公司將會支付一筆過性質的檢查費用,最高不超過港幣500元。如您在檢查後選擇繼續進行維修,您須自行承擔維修費用,而我們將不會承擔檢查服務費以外的任何費用;
  - 4.4.4 您不得就同一項目之相同損失或損壞,根據第一節、第二節及第四節 同時提出索償。
- 4.5 不保範圍。我們不會就以下情況所產生的費用作出賠償:
  - 4.5.1 電器故障並非由機械或電器之缺陷引起的;
  - 4.5.2 電器在購買本保險單時已出現故障;
  - 4.5.3 該電器已於故障發生前超過六(6)年購買;
  - 4.5.4 故障發生於保單生效日起首三十(30)日內。此條款不適用於續保保單;
  - 4.5.5 電器曾被改裝,而非於原廠狀態;
  - 4.5.6 任何被製造商召回的缺陷產品;
  - 4.5.7 購自未經授權製造商分銷渠道的產品;
  - 4.5.8 製造商建議的日常維修保養;
  - 4.5.9 電器缺陷為非功能性問題,或僅屬外觀性質,例如漆面、顏色或表面

處理缺陷: 或屬於玻璃或陶瓷部件,包括燈光,燈泡及鏡子:

- 4.5.10 因未有遵從製造商有關安裝、操作或保養指引而導致的電器故障;
- 4.5.11 因外部問題,如電線連接或水管故障引致的電器故障;
- 4.5.12 因意外或蓄意人為損壞、爆竊、恣竊、液體潑灑、水浸、腐蝕、動物及昆 蟲侵擾、誤用、濫用或由非授權維修人員所致的損壞:
- 4.5.13 任何直接或間接損失,或任何附帶、偶發、特殊或衍生性損害,包括但不限於資料遺失、不能再被使用、盈利損失或商譽損失;
- 4.5.14 因盜竊、火災、洪水或其他意外造成的電器損失或損壞。

#### 4.6 自負金額

本第4節不設白負金額。

# 第5節 - 自選延伸保障

### 5 業主保障

# 5.1 租客惡意損毀

若您的租客作出惡意行為導致受保物業或其財物遭受損失或損毀,並在發現後二十四(24)小時內向警方報案,本公司將會根據保單承保表中列明之限額作出賠償。

- 5.1.1 我們不會就以下情況引致的損失或損毀作出賠償:
  - **5.1.1.1** 受保物業的正常損耗;
  - **5.1.1.2** 租客、其直系親屬或租客的受邀人士之疏忽或家居欠妥善打理;
  - 5.1.1.3 清潔、重新裝飾、油漆或裝貼牆紙的費用,除非其是為修復 受保物業所受的實質結構損勢。

### 5.1.2 自負金額

對於本保單第5.1節項目下每一宗損失,本公司將不會承擔保障表 所列之自負金額或保單附表中指定的有關其他金額。 請參閱第7.1.7.2 及7.3 節之自負金額條款。

#### 5.2 租戶並無通知業主而失蹤

若租客在無書面或口頭通知下而擅自棄租,導致您需要重新尋找新租客,我 們將會根據保單承保表所列之金額以一筆過形式支付補償,此保障限每12 個日最多兩次.

### 5.2.1 自負金額

對於本保單第 5.2 節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。 請參閱第 7.3 節之自負金額條款。

### 5.3 發出追討信件之法律費用

若租客逾期一(1)個月未繳租金(以租約條款為準),應您的要求下,我們可 代表您向租客發出律師追租信。此保障每年最多可申請兩次,每次以租客逾 期一(1)個月為前提。

# 5.3.1 自負金額

對於本保單第 5.3 節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。 請參閱第 7.3 節之自負金額條款。

# 5.4 租金收入損失

若受保物業全因為本保單第 1 節所涵蓋的受保危險因素直接遭受到實質性破壞或損壞,致使其無法居住,我們將就您本應於賠償期內合法收取但實際未能收取的淨租金收入向您作出賠償,金額上限不超過您於該期間的淨 用命收入,月復符合下列條件:

- 5.4.1 前提條件。此條款下的保障僅在以下所有條件符合時適用:
  - 5.4.1.1 在損毀發生時,必須存在一份具法律效力的書面租約,並且 租客已合法入住且無拖欠租金;
  - 5.4.1.2 租客停止或中止支付租金僅因受保物業變得無法居住 (詳見第 5.4 條);
  - **5.4.1.3** 您須採取一切合理措施,並允許我們採取任何我們認為合理的措施,以:
    - 5.4.1.3.1 減低損失 (包括迅速安排維修,以及在可行情况下為租客提供替代住宿);以及

**5.4.1.3.2** 於受保物業恢復可居住狀態後盡快重新出租該物業.

#### 5.4.2 賠償金額計算方式:

我們將賠償以下三者之中金額較低者:

- 5.4.2.1.1 在賠償期內實際損失的淨租金收入;
- 5.4.2.1.2 保單承保表上所列之「租金損失」保障限額之比例:
- 5.4.2.1.3 整體保障限額中的剩餘金額(如剩餘金額較低)。

#### 5.4.3 保障期

自實質損失或損毀發生之日起計,直至以下情況中最早者為止:

- 5.4.3.1 受保物業恢復可供居住狀態之日;
- 5.4.3.2 租賃合約到期或合法終止之日;
- 5.4.3.3 自損失或損毀之日起計的十二(12)個月。

# 5.4.4 不保事項

除非保單另有明文列明, 我們不會就以下任何因由所直接或間接導致的租金損失作出賠償:

- 5.4.4.1 租客違約、拒付租金、棄租、被驅逐、違反租約或因非受保 實物損壞導致的拒付租金;
- 5.4.4.2 在損失或損壞發生前空置狀況已存在或您對此同意;
- 5.4.4.3 您未能維修或延誤修復受保物業,或因逐漸形成的原因如 損耗、腐蝕、腐爛、蟲害、真菌、霉菌或該處本身的缺陷所導 致的租金損失:
- 5.4.4.4 因租金管制、租金凍結、法律條文變更或任何非因受保實物損壞而導致的政府或市政命令引致的租金減免、豁免或停付;
- 5.4.4.5 傳染病、流行病或大流行病,或因應該情况政府所採取的

行動(除非保單另有保障);

- 5.4.4.6 出現污染、污染物或與石棉相關的情況,除非是直接由承保 風險所導致;
- 5.4.4.7 網絡事故、資料損壞或電子系統故障;
- 5.4.4.8 公用設施中斷、禁止進入或鄰近物業關閉,除非是因受保物 業的實質損毀所直接導致;
- 5.4.4.9 仟何以下金額:
  - **5.4.4.9.1** 可由其他保險、租金保障或任何合約性擔保、保證金中索回之金額;或
  - 5.4.4.9.2 屬於違約所產生的罰款、利息或賠償金;
- 5.4.4.10 發生在賠償期結束之後的任何租金損失。

# 5.4.5 自負金額

對於本保單第 5.4 節項目下每一宗損失,本公司將不會承擔保障表 所列之自負金額或保單附表中指定的有關其他金額。 請參閱第 7.4 節之自自金額條款。

### 5.5 業主法律責任

我們將在受保期間內,就您及您一名家庭成員因身為受保物業業主的身份, 依法須為於該物業發生的意外導致他人出現人身傷害或他人的物業遭到損 壞所支付的賠償責任提供賠償。

- **5.5.1** 即使您為受保物業的業主,第3節所列之保障仍然適用。然而,以下延伸保障及條件適用:
  - **5.5.1.1** 本節所提供的賠償已涵蓋您就該物業所在大廈公共部分所 須承擔的法律責任中,所佔有的相應比例責任。
  - 5.5.1.2 「公共部分」、「大廈」及「業主」之定義,與香港法例《建築物管理條例》(第344章)中相同。
- 5.5.2 本賠償僅於下列條件下提供:

- 5.5.2.1 若大廈業主立案法團未就公共部分購買公共責任保險(以下稱「主要保單」),本保障方生效;或
- 5.5.2.2 如已購買主要保單,則本延伸保障僅適用於超出該主要保單已支付或應支付金額以外的自負金額部分。 我們僅就您根據《建築物管理條例》第 39 條所釐定大廈 未分割部分中所佔個別時份比例(為免疑義,並非連帶責任)所需承機的法律責任提供賠償。
- **5.5.3 不保事項。**本第5.5節,除非另有說明,我們將不會賠償您因以下原因直接或間接產生的任何法律責任:
  - **5.5.3.1** 因合約或協議而須承擔的責任,除非該責任在無合約情况下亦存在;
  - **5.5.3.2** 受保物業所在大廈未成立業主立案法團而大廈公共部分 產生的責任;
  - 5.5.3.3 就您的僱員在受僱期間遭受人身傷害,或根據任何僱員補 償法例下應支付的賠償;
  - **5.5.3.4** 對任何您的家庭成員之人身傷害或其所擁有、保管或控制的財物;
  - 5.5.3.5 對以下財物的損失或損壞:
    - 5.5.3.5.1 屬於您所有: 或
    - 5.5.3.5.2 由您或您的僱員或代理保管、看管或控制,惟不包括閣下暫作私人用途而非作為受保物業用途所佔用的場所;
  - 5.5.3.6 由以下因由所引致的事項:
    - 5.5.3.6.1 由您或代表您擁有、持有或使用;
    - 5.5.3.6.2 任何機動車輛、拖車或電單車;
    - 5.5.3.6.3 任何飛機、無人機、氣墊船或水上載具(手動驅動 載具除外);

- 5.5.3.6.4 任何動物 (狗或貓除外);根據《貓狗條例》(第 167章)定義的危險犬隻將完全不作保障;
- 5.5.3.6.5 除了根據住宅租賃協議出租受保物業外,任何由 閣下從事之工作、行業或業務。
- 5.5.3.6.6 合約總值超過港幣 250,000 元之建築工程、裝修 或結構改動,除非我們已獲通知並書面同意延伸 保障:
- 5.5.3.6.7 由戰爭、恐怖主義、核風險、污染或污染物(突發及意外污染除外)、或傳染病的傳播所直接或間接引起;
- 5.5.3.6.8 徽罰性,示範性或以倍數計算的損害賠償。

### 5.5.4 本節專屬條件

- 5.5.4.1 辯護及和解: 我們可接管並為任何索償進行辯護或和解,並隨時支付保額(扣除已支付部分)或任何較低金額以達成索償和解,而在支付後即代表無須承擔該索償責任。
- 5.5.4.2 **合理預防措施**: 您應採取一切合理措施避免或減輕可能引 致索償的情況,包括保持受保物業良好維修狀況,並遵守所 有法定規定:
- 5.5.4.3 交叉責任:如有多於一方有權享有法律責任保障,為明確起見,每一方將視為各自持有一份獨立保單。在處理索償時,責任的歸屬應根據事件或損害的來源,以區分與業主相關的責任與超戶相關的行為及責任.
- 5.5.4.4 **雙重索償限制**: 就同一法律責任的相同損失,您不得同時就第3節與本第5.5節的條文提出索償。

# 5.5.5 自負金額

對於本保單第 5.5 節項下每一宗損失,本公司將不會承擔保障表所列之自負金額或保單附表中指定的有關其他金額。 請參閱第 7.3 節之自負金額條款。

## 第6節 — 一般不保事項

本保單的任何條款均不就以下原因直接或間接導致或因之而引起的損失、傷亡、 損害或法律責任作出賠償:

- 6.1 任何由下列事件直接或間接引致、導致或因此而發生的損失、損害或其他事故,包括:
  - **6.1.1** 戰爭、入侵、外敵行為、敵對行動或類似戰爭行為(無論有否正式宣戰) 、內戰。
  - 6.1.2 叛變、暴動、軍事或民眾起義、暴動、革命、軍事或篡奪政權、戒嚴或圍城狀態,或導致宣布或維持戒嚴或圍城狀態的任何事件或原因。
  - 6.1.3 任何恐怖主義行為:

就本條款而言,恐怖主義行為是指任何人或團體(無論是否單獨行動、 代表或與任何組織或政府有聯繫)為政治、宗教、意識形態或類似目的 而進行的行為,包括但不限於使用武力或暴力及/或威脅使用武力或 暴力,並有意圖影響任何政府及/或令公眾或其部分群體感到恐懼的 行為。

於任何異常狀況 (不論是物理性質或其他性質) 期間發生的任何損失、 損害或事故,如該等異常狀況是由上述任何事件直接或間接引致。 導 致或因此而產生的,則該等損失、損害或事故將被視為本保險不保的 事項;除非閣下能證明該等情況的發生與該等異常狀況無關,並為獨 立存在事件。

如本公司聲稱根據本節所列一般不保事項之條文,任何損失、損害或 其他事故不屬於本保單承保範圍,則閣下須負責舉證該等損失、損害 或事故屬於承保範圍。

- 6.2 任何因下列原因造成的損失或損害:
  - 6.2.1 因法定或實際政府或任何該受保物業所屬國家或地區的公共、市政或 地區當局下令而導致的財產被沒收、徵用、徵調、銷毀或損壞。
  - 6.2.2 直接或間接由核武器物料引致、產生、引發或牽連的其他事故。
  - 6.2.3 直接或間接由電離輻射或來自任何核燃料或核燃料燃燒過程中產生

的核廢料之放射性污染所引致、產生、引發或牽連的損失、損害或其他事故。

就本不保事項第 6.2.3 項條文而言,燃燒包括任何具自我持續性質的的核 裂變過程。

- 6.3 任何形式的連帶損失或損害。
- 6.4 所有基於、起因於、直接或間接導致、引發或以任何方式涉及以下因由的索 償或損失:
  - 6.4.1 石棉,或
  - 6.4.2 任何實際或指稱因石棉所引致的傷害,或涉及石棉的使用、存在、檢測、清除、移除、消除、避免接觸,或對接觸石棉具實際或潛在風險的事宜所引致的損失或損害。
- 6.5 因缺乏保養或受保物業的結構性缺陷所引致的損失或損害。
- 6.6 正常損耗、折舊、蛀蟲、害蟲、昆蟲、潮濕、銹蝕、腐爛、侵蝕、光照、大氣或氣 候條件作用、或任何染色、清潔、維修或修復過程所導致的損壞。
- 6.7 凹陷、剝落或刮擦。
- 6.8 由您家中寵物所致的損害。
- 6.9 任何(再)保險公司均不得被視為有提供任何保障或利益,亦無須對本保單項下之任何索賠承擔賠付責任,倘若提供此類保障或利益或支付此類索賠,會使該(再)保險公司遭受相關貿易或經濟制裁法律或法規下之任何制裁,禁令或限制。
- **6.10** 任何並非由香港特別行政區具司法權的法院於首項審判中作出或裁定的 判決。
- 6.11 任何因無法解釋的遺失所導致的損失或損害。
- **6.12** 您、您的寵物或任何家庭成員的故意、惡意、蓄意行為或重大疏忽所導致的任何損失或損害。
- 6.13 任何對違法建築物造成的損失或損害,或由違法建築物引致的法律責任。

- 6.14 任何在保單生效日期之前發生的意外、損失、損害或法律責任。
- 6.15 本保單在任何情況下均不保任何直接或間接由任何電腦、電腦系統、電 腦軟件程式、惡意代碼、電腦病毒、程式或其他電子系統作為加害工具 而導致、促成或引起的損失、損害、責任或費用。
- **6.16** 雖然本保單或其隨後之保單批詮中存在任何相反規定,雙方同意並理解如下:
  - 6.16.1 本保單並不承保由任何原因(包括但不限於電腦病毒)所引致的電子資料的損失,損壞、毀壞、變形、刪除、損毀或更改,或由此引致之使用喪失、功能減少或導致任何性質之費用或支出,不論是否有其他原因或事件同時或先後發生而引致損失.
  - 6.16.2 電子數據是指已轉換為可供電子或機電數據處理設備或由電子控制設備進行通訊、解讀或處理之格式的事實、概念及資訊,包括用於數據處理與操作或控制與操作設備的程式、軟件及其他編碼指令。
  - 6.16.3 電腦病毒是指一組具破壞性、有害或未經授權的指令或程式碼,包括任何惡窮植入的未經授權指令或程式碼(不論是否為程式形式),其可在任何性質的電腦系統或網絡中自我複製。電腦病毒包括但不限於「特洛伊木馬」「蠕蟲」」「定時或邏輯炸彈」。
- **6.17** 雖然本保單或其隨後之保單批詮中存在任何相反規定,雙方同意並理解如下:
  - 6.17.1 若本保單承保的電子數據處理媒體因本保單保障範圍內的原因而 遭受到實際損失或損壞,則其賠償估值基準應為該媒體的空白價值 加上從備份或早前版本的原始資料複製電子數據的費用。此項費用 不包括任何研究與工程費用,亦不包括重建、收集或整理該電子數據的任何費用。若該媒體並無進行修復、更換或還原,則估值基準僅 為該空白媒體的成本、惟本保單在任何情況下均不會對該等電子數據對受保人或任何其他方之價值作出承保,即使該電子數據無法重 建、收集或整理亦然。
- **6.18** 任何於本保單生效日起首三 (3) 日內,因香港天文台懸掛八號或以上熱帶氣旋警告信號所引致的索償,將不在本保單的保障範圍之內。

# 第7節 — 自負金額條款

閣下須就每次根據本保單提出的索償,繳付保單承保表或本保單條款中所列明 的適用自負金額,並於本公司指定的時間內妥善支付。若根據本保單為同一事 件引致的多於一項保障範圍提出索償,閣下須繳付當中最高之適用自負金額。

### 7.1 水浸損害自負金額:

- 7.1.1 若樓齡少於或等於 40 年: 每次索償須付之自負金額為港幣 1,000 元或經調整後損失的 10%,以金額較高者為準。
- 7.1.2 若樓齡多於或等於 41 年: 每次索償須付之自負金額為港幣 5,000 元或經調整後損失的 10%,以金額較高者為準。
- **7.2 因山泥傾瀉或地陷而提出索償須付之自負金額**:港幣 5,000 元或調整後 損失的 10%,以金額較高者為準
- **7.3 一般索償自負金額**: 每次索償港幣 500 元
- 7.4 因租金損失而提出索償須付之自負金額: 首連續 14 個日曆日的淨租金收入

# 第8節 — 一般條款

### 8.1 完整合約

保單承保表、保單條款及批註(如有)構成完整的保險合約。除非屬詐騙性 陳述, 否則閣下為投保而作出的任何陳述, 若未有明文載於本合約內, 均不 會導致本保單無效或於任何法律程序中被引用。任何代理均無權更改本保 險或放棄其任何條款。除非經本公司批准並批註於本保單上, 否則任何對 本保險進行的更改均屬無效。

# 8.2 對本公司的權利

除非本保單條款另有明文規定,否則當中的任何內容均不賦予除您以外的 任何人士對本公司享有任何權利。此外,除非因您身故或根據法律程序轉 移權益,並經本公司批註確認本保單得以繼續,否則本公司不受任何形式 的權益轉讓所約束。

## 8.3 分攤條款(重複保障)

如有其他保單承保同一受保物業的損失或損毀,則本公司所負責的賠償金額不會超過在該等保單中按比例分擔的應付部分。

#### 8.4 自動續保條款

在符合本保單條款及已妥善繳付所有保費的前提下,本保單條款於屆滿 後將自動續保,直至本公司收到取消通知為止。

#### 8.5 續保保費及條款

本公司保留於續保時調整保費及相關條款的權利。

#### 8.6 取消保單

閣下可隨時以書面通知本公司要求取消本保單,如於當前受保期間內並 在取消日期當日或之前未曾提出過任何索償,保費將會根據實際已生效 期間按比例計算,並由本公司收取或保留相應比例之保費或最低保費( 以較高者為準)。

本公司亦可透過書面方式向您最後已知的通訊地址或電郵地址發出七 (7) 日事先通知,以取消本保單。屆時,保費將會根據保單實際已生效期間按比例計算,並由本公司收取或保留相應比例之保費。

### 8.7 免責冷靜期 (不適用於續保保單)

在本保單送達或發出之日起十四 (14) 日內 (以較早者為準) ,如您因 任何原因決定不接受本保單,則可將保單退還予本公司以作取消。已繳 保費及徵費將全數退回,且不計利息。在此情況下,本保單自始無效, 而本公司對於任何損失、損毀或法律責任帳不承擔任何責任。

### 8.8 索償權利

除您以外的任何人士就受保物業所享有的保障,並不賦予該等人士於本 保單下之直接索償權利。本保單的本意是所有索償均須由您代為申請, 而您一旦接收本公司就該索償所作出的任何賠償的當刻,即視為已完全 解除本公司於本保單下之責任。

# 8.9 索償合作

作為本公司承擔責任的先決條件, 受保人或其個 人代表應與本公司充分 合作, 並應要求籤署任何文件以授權本公司取得相關資訊。

### 8.10 索償通知

您須於知悉可能引致索償的損失、損毀或事故後,盡快於六十(60)個 連續日曆日內,以書面通知本公司。

8.10.1 如在六十(60) 日期限後才提交通知(或任何有關文件或證明),則 該索償將不可撤銷地被視為已被放棄,除非您能提交書面證明,並 令本公司全權滿意地證實:()該索償無法在期限內提交通知;及 (ii)您已在可行情況下盡申提交通知,舉證責任完全由您來承擔。

- 8.10.2 如因爆竊、盜竊、搶劫或惡意破壞導致的損失或損毀,您必須在知悉事件後二十四(24)小時內向具管轄權的警察部門報案,並取得警方書面報案紀錄或報案編號,連同索價表格一併提交予本公司。如未能依時報案,該索償務被視為無效,除非您可提交獨立文件證明無法即時報案,並證明已於可行情況下盡早報案。
- 8.10.3 若本公司選擇復修任何財物,您預技本公司合理要求提供所需之圖則、規格及數量資料。當您收到有關第3 節項下相關之意外事故或索償通知時,須即時以書面通知本公司,並盡快提供詳細書面資料,將任何傳票,法院文件或法律程序文件送交本公司,並提供一切所需資料與協助,以便本公司處理或抗辯任何索償,或展開法律程序。未經本公司的書面同意,您不得自行承擔任何修復費用,亦不得與第三方就索償作出任何協商,付款、和解,承認或拒絕索償。

#### 8.11 索償賠付

所有賠償款項將直接支付予閣下,惟涉及法律責任之情況除外,該等賠償可根據法律規定支付予有關人士。您一旦就本保單項下接收任何款項,即被視為本公司對該項賠償的責任已被全數履行並得到全面解除。

如您身故,則本保單下應支付予您的所有款項將加之到閣下的遺產當中。

## 8.12 佔有權利

- 8.12.1 一旦財物遭受任何損失或損毀,本公司有權進入出現該損失或損毀 的建築物內,接管並保留有關財物的佔有權,並以合理方式處理相關 殘餘部分。持有本保單或經本公司認證之副本即為進入及處理的授 權證明。閣下不得將任何財產棄置予本公司。
- 8.12.2 本公司有權以閣下名義並代表閣下,全面決定,處理及就任何訴訟程 序進行和解,並自行負擔費用以受保人名義進行法律程序,以就本保 單涵蓋的任何事項向第三方索僧或複取賠償。

# 8.13 欺詐索償

如任何索償在任何範疇出現欺詐成份,或閣下或代表閣下的任何人士以欺 詐手段或方式謀取本保單下之利益,則該等索償所涉及之一切利益將被沒 收。

#### 8.14 賠償權利喪失

若損失或損毀乃由閣下故意所為或在閣下默許下發生;或如索償被拒,且 閣下於被拒後十二(12)個月內未提出訴訟或反對;或(如已按本保單第8 節進行仲裁)仲裁員或法官作出裁決後十二(12)個月內未提出訴訟或反對 ,則閣下將喪失就該等索償之所有權益。

#### 8.15 追討權利

若本公司誤付不屬本保單承保範圍之賠償,或支付金額超出本保單之責任限額,本公司保留向閣下追討有關款項或自負金額的權利。

### 8.16 代位權

如本公司根據本保單作出任何賠償後,即代表本公司取得閣下就該等損 失可向任何人士或機構追討之全部權利。閣下須簽署及交付一切必要文 件並採取一切必要行動以協助本公司行使該等代位權,並不得在損失發 牛後作出任何損害該等權利之行為。

#### 8.17 第三者權利

本保單之條款並不旨在根據《合約(第三者權利)條例》(第623章) 或其他方式賦予任何非本保單之訂約雙方(即「閣下」及「我們」)任 何可強制執行之利益。 茲確認並同意,僅有本保單資料表上所載之「閣 下」及「我們」方有權協議修改、取消或終止本保單,而無須通知或獲 取任何其他人士之同意。

#### 8.18 仲裁

如就任何損失或損毀的金額產生爭議,該爭議須從所有其他事項中獨立 分開處理,並提交予由爭議雙方以書面形式一致委任的仲裁員以進行裁 決。如雙方未能就委任單一仲裁員達成一致,則須提交合共兩名不具利 害關係之人士作為仲裁員,當中各自須於接獲對方書面要求後的兩個曆 月內,各自以書面委任一名該賴人士作為仲裁員。

- 8.18.1 若任何一方未於兩個月內指派仲裁員,另一方可獨自指派仲裁員。 仲裁員間有爭議,則由事前指定的主仲裁員決定。若任何一方於接 獲書面要求後兩(2)個曆月內拒絕或未有委任中裁員,則另一方可 自行委任一名單一仲裁員;若兩名仲裁員未能達成一致,該爭議應 提交予由該兩名仲裁員在參與仲裁前以書面委任之裁判進行裁決。 該裁判須與仲裁員一同審理並主持其會議。
- 8.18.2 任何一方當事人之死亡,並不代表撤銷或影響仲裁員或裁判之權力 或職權: 如有仲裁員或裁判去世,應由原本負責委任該等人士之當 事人或仲裁員(視情況而定)另行委任替代人選,仲裁或裁決之一切 費用,應由作出該裁決之仲裁員或裁判酌情決定。
- 8.18.3 本保單明確訂明,若對損失或損毀金額存有爭議,必須先獲得上述 仲裁員或裁判就有關金額所作之裁決,否則不得提出訴訟或追討行 動,此為提出訴訟的先決條件。

#### 8.19 舊換新保障

本公司可自行選擇將受保物品更換為同等價值及品質之全新物品,或修復 至其出廠時等同但不優於原有狀態之狀況,或支付該等更換或修復之費用 (以較低者為進),目不扣除任何正常磨損或折舊費用。

#### 8.20 套裝、成對及收藏品

如受保物品屬成對、套裝或收藏品之一部分,我們之賠償責任不會超過所 遺失或損毀部分之價值,而不論該對、套裝或收藏品整體所具有的特殊價 值為何,且在任何情況下,賠償金額不會超過該對、套裝或收藏品所保金額 之相應比例。

#### 8.21 合理預防措施責任

您須盡一切合理努力及謹慎行事,確保受保物業保持良好的維修狀況。如 閣下為財物之擁有人,當發現任何缺陷時,應盡快進行修復,並於修復前採 取合理及必要措施以防止傷害、損失或損毀。如您在收到我們或任何其他 人士或公營機構通知後未有修正缺陷,我們將不對因此缺陷引致之任何損 害,損失或傷害承擔責任。

- 8.21.1 您須以書面通知本公司任何租賃、使用狀況變更及風險增加或設計結構材料變更,倘若受保物業的租賃及/或居住環境有任何變更,及/或危機風險有任何增加,及/或受保物業的設計、結構或所用材料有仟何更改,關下須以書面通知本公司。
- 8.21.2 閣下須遵守並履行以下任何法律、規例、守則、指引或類似規定:
  - 8.21.2.1 香港特別行政區(下稱「香港」)任何有關當局或監管機構就 所負責或具有管轄權之消防安全標準法例;及/或
  - **8.21.2.2** 任何其他法定義務,包括因違反相關規定而發出的通知或 所要求的措施,若未遵從則可能對帶來或增加風險。

# 8.22 法律訴訟

在按照本保單條款提交書面損失證明後的六十(60)日內(即限期前),不得 就本保單提起任何普通訴訟或衡平法訴訟,以追討本保單下的賠償。任何 此類訴訟須於自求提交書面損失證明之日起三(3)年限期內提出,否則不 得提出。

#### 8.23 法定限制

倘若本保單就申報索償或提交損失證明所設之任何時限少於香港法律所 允許的最短時限,則該時限將自動延長至符合香港法律規定的最短期限。

#### 8.24 遵守保單條款

如閣下未能遵守本保單中的任何條款,所有相關索償將被視為無效。

### 8.25 保單詮釋

本保單受香港法律管轄,雙方同意接受香港法院擁有專屬的司法管轄權。

# 8.26 轉讓

任何關於本保單的權益轉讓,除非原件或其副本已提交至安聯環球企業及 專項保險(於德意志聯邦共和國註冊成立之有限公司)香港分公司之總辦 事處(地址:香港太古城太古灣道 12 號 4 樓 403-411 室),並經本公司 同意並於保單上批註,否則不具約束力。本公司對於該轉讓之有效性不承 擔任何責任、本公司之章程、公司組織文件或細則之任何條文,不得用作為 拒絕任何索償之抗辯理由。

### 8.27 文書錯誤

本公司之文書錯誤不得令有效的保險失效,亦不得使原本無效的保險繼續有效。

# 8.28 以英文版本為準

本中文保單之條文為英文版本之翻譯本,並僅供閣下參考。如兩個版本的 條款詮釋存在差異. 概以英文版本為進。

# 第9節 - 持續披露之責任

於受保期内,您必須就任何保險人合理地會認為對本保險之承保或條款具有重 大影響的事實即時涌知本公司。重大事實包括但不限於以下情況:

- 9.1 樓宇或其任何部分之結構狀況、樓齡或維修狀況(例如地基沉降、滲水、電線故障、害蟲滋生,或任何已構成或可能構成安全或保養問題的情況):
- 9.2 任何翻新、擴建或拆卸工程(無論已完成、進行中或計劃中):
- 9.3 存在非常規建築方式或材料(例如:石棉、金屬屋頂、平頂屋、複合材料牆板);
- 9.4 任何曾發生、正在進行或被拒絕的保險索償、損失、損害或在受保物業內發生的事件,不論當時有否提出保險索償;
- 9.5 任何有關使用性質、業務用途、空置、出租或共享安排之更改;及
- 9.6 任何其他會增加損失或損害的可能性、發生頻率或嚴重程度的情況。

## 第10節 - 個人資料收集及使用聲明

我們將根據本公司不時通知保單持有人及您的收集個人資料餐明使用所有已收 集及持有的個人資料,您亦可透過此網址直閱有關收集個人資料聲明: https://www.personal.allianz.com.hk/tc/footer/pics

您會,及會促使保單內其他受保人士,授權我們根據我們於不時適用之收集個 人資料聲明所詳列的強制性用途,使用及轉發(至香港境內或境外)包括屬敏 感性如香港法例第 486 章《個人資料(私隱)條例》中所定義之個人資料。

如保單持有人或您向我們提供任何第三者資料,保單持有人及您必須保證於提供此等個人資料予我們前已獲得有關資料當事人之正式同意,使我們可以評估、處理、簽發及執行管理本保單,包括但並不限於進行任何對有關資料當事人進行審慎調查,合規及製裁查核。