

## HONG LEONG SMART SAVE HOME CONTENT INSURANCE

This Policy, the Certificate of Insurance, and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

This Policy is a contract between the Company and the Policyholder.

The Policy proposal form and declaration which have been signed is the basis of this contract.

We provide the insurance described in this Policy in return for payment of the premium and subject to the terms and conditions set out in this Policy.

The definitions of words used in this Policy are set out in Section 8 "Definitions".

### Section 1 Household Contents

#### Loss or Damage

We will insure You and Your Family against accidental loss of or damage to the Household Contents including Valuables up to the Limit of Indemnity for any one item and any one claim.

#### Basis of Claim Payment

This insurance cover is based on 'New for Old'. In the event of a claim, a Reinstatement Settlement will be made as You are insured on a new for old basis.

#### Extension of Cover to Section 1

##### 1.1 Contents Away From the Home

We will pay for loss of or damage to the Household Contents (excluding Personal Effects and Valuables) temporarily away from the Home within Hong Kong SAR up to 60 days and due to the following reasons :

- (a) fire, lightning, explosion, earthquake, riot and civil commotion;
- (b) storm, flood, malicious acts or vandalism, escape of water or oil but only if the Household Contents are in a building;
- (c) theft/burglary
  - (i) from a building where You or any member of Your Family temporarily reside or work; or
  - (ii) from any building provided force is used to enter the building.

Any one Claim Payment will not be more than the Limit of Indemnity for any one item and any one claim.

We will not pay for any loss or damage which is covered under Extension 1.4 or 1.7 below.

##### 1.2 Frozen Foods

We will pay the cost of replacing food which is spoiled due to the failure of the refrigerator or the deep freeze unit in the Home, provided the failure was not caused by a deliberate act.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 1.3 Alternative Accommodation

###### (a) Accommodation Expenses

We will pay the cost incurred up to the Limit of Indemnity for reasonable temporary accommodation whilst the Home is uninhabitable due to loss of or damage to the Household Contents covered under this Section.

Any one Claim Payment will not be more than the Limit of Indemnity.

###### (b) Daily Cash Allowance

We will pay an additional daily cash allowance up to the Limit of Indemnity for each day that You and Your Family have to incur costs for temporary accommodation payable due to loss of or damage to the Household Contents covered under this Section.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 1.4 Temporary Removal

We will pay for accidental loss of or damage to the Household Contents (excluding Personal Effects and Valuables) that are temporarily removed from the Home for cleaning, repair, renovation or maintenance within Hong Kong SAR up to 7 days.

Any one Claim Payment will not be more than the Limit of Indemnity for any one item and any one claim.

##### 1.5 Household Removal

We will pay for accidental loss of or damage to the Household Contents in the course of removal by professional removal contractors between the Home and any new permanent residence within Hong Kong SAR but We do not cover

- (a) Money and/or Credit Cards;
- (b) China, glass, earthenware, piano and other items of a fragile nature unless they have been packed for removal by professional packers/removal contractors.

Any one Claim Payment will not be more than the Limit of Indemnity for any one item and any one claim.

##### 1.6 Locks and Keys

We will pay for the replacement of locks, keys and windows securing the Home if they are lost or damaged as a result of theft, burglary or robbery. We will not pay for damage to locks, keys or windows as a result of mis-use by You, any member of Your Family or domestic helpers.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 1.7 Storage of Furniture

- (a) We will pay for accidental loss of or damage to Household Contents which are temporarily stored in professional storage companies within Hong Kong SAR up to the first 30 days and arranged by professional removers in conjunction with Household removals.
- (b) We will also pay for the cost of temporary Storage of Furniture if the Home is made uninhabitable due to loss of or damage to the Household Contents covered under this Section up to a maximum of 30 days.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 1.8 Interior Decoration Period/Refurbishment Work

We will pay for accidental loss of or damage to the Household Contents during the period of decoration or refurbishment by contractors. Provided that the period of decoration or refurbishment is no longer than 60 days.

Any one Claim Payment will not be more than the Limit of Indemnity for any one item and any one claim.

##### 1.9 Removal of Debris

We will pay for the cost of removing from your Home the debris of Household Contents which results from loss or damage covered under this Section.

Any one Claim Payment will not be more than the Limit of Indemnity.

### Exclusions under Section 1

#### The Policy does not cover

1. theft / burglary
  - (a) if the Home is Unoccupied;
  - (b) if the Home or any part is lent or let;
  - (c) by deception unless deception is used to enter the Home.
2. malicious damage or vandalism
  - (a) if the Home is Unoccupied;
  - (b) by a person lawfully in the Home.
3. loss of or damage to Money or Credit Cards.
4. loss of or damage to property undergoing any process of cleaning, dyeing, alteration, repairing, maintenance, renovation or restoring.
5. any Uninsurable Risks.
6. the amounts of the Excess stated in the Coverage Outline of the Certificate of Insurance.

### Section 2 Worldwide All Risks

#### Loss or Damage

We will insure You and Your Family against accidental loss of or damage to Personal Effects and Valuables outside the Home and anywhere in the world.

Any one Claim Payment will not be more than the Limit of Indemnity for any one item and any one claim.

#### Basis of Claim Payment

The insurance cover is based on 'New for Old'. In the event of a claim, a Reinstatement Settlement will be made as You are insured on a new for old basis.

#### Extension of Cover to Section 2

##### 2.1 Money

We will pay for loss of Money occurring anywhere in the world. We do not cover loss caused by shortages due to error or omission.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 2.2 Credit Cards

We will pay for loss following unauthorized use of Credit Cards but We do not cover loss following unauthorized use by a member of Your Family.

The holder must comply with the conditions under which the Credit Card was issued.

Any one Claim Payment will not be more than the Limit of Indemnity.

##### 2.3 New Purchased Goods in Transit

We will pay for accidental loss of or damage to goods newly purchased in Hong Kong SAR or anywhere in the world being in transit to Home and up to the Limit of Indemnity for any one claim but we do not cover

- (a) goods of a perishable nature;
- (b) goods other than Your personal possessions;
- (c) goods which are in transit other than under Waybill or Bill of Lading, parcel post, receipt courier or other evidence of sending.

##### 2.4 Personal Documents

We will pay for replacement fees/costs of Personal Documents lost or damaged in Hong Kong SAR or anywhere in the world up to the Limit of Indemnity for any one claim.

## Exclusions under Section 2

The Policy does not cover

1. contact or corneal lenses.
2. portable/mobile telephones and the like.
3. sports equipment while in use.
4. records discs and recording tapes.
5. theft/burglary
  - (a) of any unattended property;
  - (b) of any pedal cycle away from the Home and not securely locked at the time of loss.
6. malicious acts by You or any member of Your Family.
7. detention seizure or confiscation by customs or other officials.
8. property in the course of delivery by post or courier except for new purchased goods covered under Extension 2.3 above.
9. property undergoing any process of cleaning, dyeing, alteration, repairing, maintenance, renovation or restoring.
10. any Uninsurable Risks.
11. any loss or damage incurred by You or any member of Your Family when traveling outside Hong Kong SAR for more than 30 consecutive days.
12. the amounts of the Excess stated in the Coverage Outline of the Certificate of Insurance.

## Section 3 Worldwide Personal Liabilities

### 1. Personal Liabilities

We will indemnify You and any member of Your Family against legal liability arising out of anywhere in the world for

- (a) accidental death of or bodily injury to any person other than a member of Your Family or domestic helper;
- (b) accidental damage to property but We do not cover property belonging to or under the custody or control of You or any member of Your Family or domestic helper.

### 2. Liability arising from the following is not covered

- (a) ownership of any other building or land not being the Home specified in the Certificate of Insurance;
- (b) the occupation or use of any premises other than the Home;
- (c) any profession business or employment;
- (d) the ownership or use of any
  - (i) motor vehicle;
  - (ii) watercraft or aircraft;
  - (iii) livestock other than domestic animals;
- (e) any agreement unless liability would have existed otherwise;
- (f) any willful malicious or unlawful act;
- (g) any unauthorized building works or illegal structure;
- (h) liability incurred by You or any member of Your Family when travelling outside Hong Kong SAR for more than 30 consecutive days;
- (i) negligence of any person other than You and/or any member of Your Family or domestic helper whilst working in the course of the employment by You and/or any member of Your Family.

Any Claim Payment from one event will not be more than the Limit of Indemnity.

In addition, we will also pay costs and expenses incurred in litigation with Our prior written consent.

If at the time of any happenings giving rise to any liability for which indemnity is provided under this Section there exists any other insurance policy(ies) issued by Us covering such liability, the aggregate maximum amount payable by Us under all such policies will be limited to the greatest amount of benefits provided by any one such policy.

## Section 4 Worldwide Personal Accident

We will pay an allowance up to the Limit of Indemnity per day per person to You or any member of Your Family who is confined in Hospital as a Resident In-patient for treatment as a result of fire, theft, burglary or robbery happened anywhere in the world provided that such occurrence has been reported to the local police and a police report being obtained.

Any Claim Payment will not be more than the Limit of Indemnity.

In the event of death of You or any member of Your Family due to fire, theft, burglary or robbery We will also pay the reasonable costs of funeral and burial cremation expenses up to the Limit of Indemnity per person, but We do not pay for the purchase/rental costs of the burial ground/ashes storage.

## Section 5 Domestic Helpers

### Employees' Compensation

If any domestic helper in Your immediate service shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his or her employment by You, We will subject to the terms of this Policy, indemnify You against liability under the Legislation and/or Common Law for an amount not exceeding the applicable amount specified in the Fourth Schedule under the Legislation to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with Our prior written consent.

We will also in the event of Your death indemnify Your legal personal representatives in the Terms of this Policy in respect of Your liability provided that such personal representatives shall as though they were the Policyholder observe fulfil and be subject to the Terms of this Policy in so far as they apply.

Provided always that in the event of any change in the Legislation affecting Your liability this Policy shall remain in force but Our liability shall be limited to such sums as We would have been liable to pay if Your liability had remained unaltered.

We shall not be liable in respect of :

1. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

2. any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
3. any injury by accident or disease sustained outside Hong Kong SAR, unless covered under the Legislation.
4. any person who is not an 'employee' within the meaning of the Legislation.
5. any liability arising from Pneumoconiosis.
6. any late payment surcharge for which You may become liable under the Legislation.

If We are obliged by the Legislation to pay an amount for which We would not otherwise be liable under this Section You shall repay the amount to Us.

## Extension of cover to Section 5

### 5.1 Personal Accident

In the event of bodily Injury caused solely and directly by accidental violent external and visible means being sustained by the domestic helper during the Period of Insurance, We will pay the following benefits, computed as a percentage of the Principal Sum Insured:

	Percentage of Principal Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all Limbs	100%
4. Permanent Total Loss of sight of one or both Eyes	100%
5. Permanent Total Loss of use of one or two Limbs	100%
6. Loss of Speech and Hearing	100%
7. Permanent Total Loss of Hearing in <ol style="list-style-type: none"><li>(a) both Ears</li><li>(b) one Ear</li></ol>	75% 15%
8. Loss of Speech	50%

The Principal Sum Insured is up to the Limit of Indemnity.

We do not pay if the Injury to domestic helper arises directly or indirectly from

1. suicide, attempted suicide, wilfully self inflicted injury, mental disease, geriatric nursing, the consumption of intoxicating liquor and/or drugs or venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS related infection or complications.
2. any violation or attempted violation of the law or resistance to arrest.
3. any air activities, except as a fare paying passenger in an aircraft operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.
4. any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilization.
5. any sickness or disease.
6. bacterial infections (except pyrogenic infections which shall occur through an accidental cut or wound).
7. medical or surgical treatment (except where necessary due solely to injuries covered by this Policy and performed within the time provided in the Policy).

### Definitions under this Section:

**'Injury'** means bodily injury which is sustained by a domestic helper during the period of this Policy and is caused by an accident solely and independently of any other cause where death or disablement of the domestic helper results within 12 calendar months from the date of such accident.

**'Loss of Hearing'** means the entire and irrecoverable loss of Hearing.

**'Loss of Sight'** means the total and irrecoverable loss of all sight of an eye or eyes rendering the domestic helper absolutely blind beyond remedy by surgical or other treatment.

**'Loss of Speech'** means the entire and irrecoverable loss of speech.

**'Loss of Use'** means total functional disablement and is treated like the total loss of said limb or organ.

**'Permanent'** means lasting 12 calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.

**'Permanent Total Disablement'** means that after 12 calendar months of continuous total disability which has resulted from Injury the domestic helper is completely unable to engage in any gainful occupation or employment for the remainder of his/her life.

### 5.2 Hospitalization Expenses

In the event of accident disease or sickness sustained by any domestic helper in Your employment resulting in hospitalization in Hong Kong SAR.

We will pay the costs necessarily incurred as a result of such hospitalization in a general ward inclusive of

1. the fees of any surgeon, radiologist or other specialist including consultants' fees incurred prior to and after hospitalization.
2. the costs of drugs or appliances prescribed by a registered medical practitioner.
3. maintenance and attendance in hospital or nursing home.

Any Claim Payment for any one accident disease or sickness resulting in hospitalization shall not be more than the Limit of Indemnity per year.

Where a claim is payable in respect of any recurrence of an earlier sickness or effects of an earlier accident which has been the subject of a claim under this Section of the Policy the total Claim Payment (including all amount previously paid) shall not exceed the Limit of Indemnity per year.

Hospitalization expenses benefit shall not be payable after the domestic helper reaches the age of 60.

We do not cover hospitalization expenses incurred in respect of

1. treatment necessary as a consequence of suicide, attempted suicide, wilfully self inflicted injury, mental disease, geriatric nursing, the consumption of intoxicating liquor and/or drugs or venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection.
2. any physical defect or infirmity known to You to exist at the time of application or any operation or treatment pending at the time of entry to cover under this Section of the Policy.
3. any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilization.
4. cosmetic surgery and associated treatments, normal dental treatment, sight and hearing tests provision of visual aids, deaf aids or other appliances.
5. disease or sickness contracted within four weeks of the commencement of this Section of the Policy.
6. any pre-existing sickness or disease.

### 5.3 Repatriation Expenses

Before expiry of Your domestic helper's terms of employment with You, We will indemnify You for repatriation expenses of the helper to the helper's country of origin.

1. In the event of the helper's death, the Policy will pay the actual cost for returning the remains subject to the Limit of Indemnity.
2. In the event of a registered medical practitioner certifying the helper to be medically unfit to complete the term of the contract of employment with You other than by reason of pregnancy or complications therefrom, this Policy will pay the economy class air fare from Hong Kong SAR to the helper's country of origin.

### 5.4 Domestic Helper's Personal Effects

Property of the domestic helper(s) in Your employment will be covered for accidental loss or damage subject to terms and conditions as set out under Section 1 Household Contents.

Any One Claim Payment will not be more than the Limit of Indemnity.

We do not cover the amounts of the Excess stated in Coverage Outline of the Certificate of Insurance.

## Section 6 General Policy Provisions

### Claim Conditions Which Apply to the Whole Policy

1. When a claim occurs or is likely to occur, You must advise Us in writing not more than 30 days after its occurrence or, if earlier, Your discovery that it is likely to occur.
2. You must at Your own expenses provide Us with all information certificate(s) and evidence as We may request in substantiation of any claim under this Policy.
3. For loss or damage claims, You must
  - (a) retain the damaged property for Our inspection when necessary;
  - (b) notify the police immediately or as soon as is practicable and obtain a police report in case of discovery of property being lost for whatever reasons, not limiting to deception, theft, burglary, robbery, malicious acts riot or civil commotion.
4. For liability claims, You must
  - (a) send to Us any letter, claim writ or summons immediately it is received;
  - (b) advise Us immediately You have knowledge of any impending prosecution inquest or fatal injury;
  - (c) not make any admission of liability or offer or promise of payment without Our consent and We shall be entitled if We so desire to take over and conduct in Our name the defence or settlement of any claim or to prosecute in Your name for Our own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require from time to time.
5. If at the time of any happenings giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there exists any other Home Content Insurance policy(ies) or the similarity issued by Us covering such loss, damage, expenses or liability or any part thereof, the aggregate maximum amount payable by Us under all such policies will be limited to the greatest amount of benefits provided by any one such policy. This condition is not applicable to Section 4 and 5.1.
6. If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance, which is not issued by Us, in favour of or effected by or on Your behalf applicable to such occurrence or claim, We shall not be liable under this Policy to indemnify You in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would have been payable under such other indemnity or insurance had this Policy not been effected. This condition is not applicable to Section 4 and 5.1.
7. If there is a loss of an article which is part of a pair or set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set. In case of loss of or damage to the whole pair or set of article, We shall not pay for such loss exceeding the Limit of Indemnity as stated for any one item under Section 1 and 2.

### Conditions Which Apply to the Whole Policy

1. Prevention of Loss  
You and Your Family must comply with all statutory obligations and take all reasonable steps to
  - (a) prevent loss damage or injury; and
  - (b) maintain in efficient condition and good repair any insured property.
2. During the currency of this Policy, You must advise Us of any change in Your occupation of the premises or circumstances which would increase the possibility of loss.
3. Premium Payment
  - (a) Payment of premium when due will continue the Policy in force until the next premium due date;
  - (b) This Policy will be renewed upon each premium due date unless prior written notice of termination by You in accordance with Condition 6 listed below has been received by Us or the Policy has otherwise been terminated.
4. Effective Date  
This Policy shall become effective and commence on the date specified in the Certificate of Insurance.
5. Right to Return Policy  
In the event You are not satisfied with the Policy for any reason, it may be returned to Us within 15 days after the Effective Date of Insurance.

Any premium billed to Your nominated account will be refunded. In such event, this Policy shall be deemed to have been void from the Effective Date of Insurance and We shall not be liable to pay any benefit.

6. Cancellation  
If You give notice in writing to Us to terminate this Policy, such termination shall become effective on the first day of the month after notice is received by Us.  
If We give notice of termination by mail to You at Your last known address, such termination shall become effective from the first day of the month following the date of such notice issued, provided such notice period will not be less than thirty (30) days.
7. Arbitration  
All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against Us. If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. All benefits under this Policy shall be forfeited if any fraud misstatement or concealment be made in respect of any claim hereunder

## Section 7 General Exclusions

### Exclusions Which Apply to the Whole Policy

1. Radioactive contamination
  - (a) ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - (b) the radioactive, toxic, explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
2. War risks  
War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
3. Sonic bangs  
Pressure waves caused by aircraft and other aerial devices.
4. Any judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong SAR.

### IT Clarification Clause

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

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

Consequently the following are excluded from this Policy:

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

## Section 8 Definitions

The following words and expressions when used in this Policy shall have the corresponding meanings given:

### Claim Payment

The amount We agree to pay You for any claim arising from any one event by an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount We will pay for any one claim is the limit(s) for the Section(s).

### Company/Us/We/Our

Hong Leong Insurance (Asia) Limited

### Credit Cards

Credit cheque bankers and cash dispenser cards belonging to You or any member of Your Family.

### Endorsement

An agreed change to the terms of the Policy.

### Hong Kong SAR

The Hong Kong Special Administrative Region of People's Republic of China.

### Home

The house, apartment or flat solely for domestic use being constructed of bricks, stone and concrete, roofed with concrete and situated in Hong Kong SAR and named in the Certificate of Insurance being Your principal residence.

### Hospital

Hospital shall mean only an institution licensed as a hospital and operated pursuant to law for the care and treatment of sick and injured persons as registered bed patients, with facilities for diagnosis and major surgery, which is under the supervision of one or more registered medical practitioners, and which has a 24-hour a day professional nursing service. "Hospital" does not include any institution or that portion of any institution which is operated as a convalescent or nursing home, rest home, home for the aged, a place for mental patients, alcoholics or drug addicts, or for any similar purpose.

#### Household Contents

Anything in the Home belonging to You or Your Family or for which You or Your Family are responsible but We do not cover

1. motor vehicles watercraft trailers and their accessories.
2. plants and living creatures.
3. landlord's fixtures and fittings except tenants/landlord's improvements.
4. landlord's fixtures and fittings unless You or Your Family are responsible for them under the tenancy agreement.
5. Money, securities, certificates, documents, computer software, data files.
6. Specially Held Items.
7. contact or corneal lenses.
8. portable/mobile telephones and the like.
9. aerial devices, antenna, satellite dish and anything in the open.
10. sports equipment while in use.

#### Legislation

Employees' Compensation Ordinance

#### Limit of Indemnity

The Maximum Benefit Payable and/or sub-limit as stated in the Coverage Outline of the Certificate of Insurance.

#### Money

Bank or currency notes, coins, cheques, stored value cards, premium bonds, travellers cheques, travel tickets, postal or money orders, postage, stamps, national savings stamps or certificates or similar tokens, luncheon vouchers belonging to You or any member of Your Family but not Specially Held items.

#### Personal Documents

Documents of identity such as identity cards, passports driving license belonging to You or any member of Your Family.

#### Personal Effects

Articles of personal use that are designed to be either worn or carried belonging to You or any member of Your Family but not Valuables or Money or Specially Held Items.

#### Policyholder/Insured Person(s)/You/Your

The person or persons named in the Certificate of Insurance.

#### Reinstatement Settlement

The cost of repairing the damaged property or replacing the property if stolen or beyond repair with new article of the same kind.

The maximum amount We will pay for any one claim is the limit(s) as defined in the Policy and Certificate of Insurance. The decision to repair or replace always rests with Us.

#### Resident In-patient

Being a patient confined in a Hospital for which the Hospital makes at least one day charge for room and board.

#### Specially Held Items

Items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.

#### Uninsurable Risks

Any loss or damage caused by or resulting from

1. wear and tear or depreciation
2. moths, woodworm, beetle or other insects and vermin.
3. fungus, rot, damp, rust, corrosion or any atmospheric or climatic conditions.
4. domestic animals or pets.
5. mechanical or electrical breakdown, failure or derangement.
6. any other gradually operating cause.
7. mysterious disappearance or unexplained loss.
8. inherent fault or defective workmanship, defective material or defective design.
9. misuse or use contrary to manufacturers instructions.
10. infidelity or dishonesty of You, Your Family or Your employees.
11. lack of maintenance, structural defect of the Home.
12. any unauthorized building works or illegal structure.

#### Unoccupied

Means the Home has not been lived in for more than 30 consecutive days.

#### Valuables

Jewellery, gold, silver, precious metals, watches, furs, pictures, work of art, antiques, sport equipment, glass, crystal, china, porcelain, earthenware or stone or similar brittle items and the like, stamps or coins belonging to You or any member of Your Family but not Specially Held Items.

#### Your Family

Your spouse, children, parents and other relatives permanently living with You in the Home.

### THE FOLLOWING CLAUSES SHALL FORM AN INTEGRAL PART OF YOUR POLICY

#### War and Terrorism Exclusion Endorsement

(applicable to Section 1 to Section 4 and other than Employees' Compensation cover under Section 5 of this Policy)

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

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

- (2) any act of terrorism,

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### Terrorism Exclusion Clause for Contamination and Explosives

(applicable to Section 1 to Section 4 and other than Employees' Compensation cover under Section 5 of this Policy)

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

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

due to any act of terrorism.

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

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

If the Company alleges that by reason of the exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### Employees' Compensation Insurance - Terrorism Endorsement

(applicable to Employees' Compensation cover under Section 5 of this Policy)

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss :

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20th June 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

## 豐隆智慳家居財物保險

本保險單、保險證明書及任何附件均應視為同一份文件，載於該等任何文件而附特定涵義的任何詞彙或字句，在整份文件中均具有相同涵義。

本保險單為本公司與保單持有人之間所訂立的合約。

本保險單乃根據您所簽署的投保申請書及聲明制訂。

我們根據本保險單所載條款及條件提供保險保障，作為您的保費回報。

本保險單所採用詞彙的定義載於第8項「定義」項內。

### 項目1 家居財物

#### 遺失或損毀

我們為您及您家人提供家居財物包括貴重物品意外遺失或損毀保障。每件物品及每次賠償以賠償限額為限。

#### 損失賠償的基準

本保險計劃按「以新代舊」的基準提供保障。因此，若您提出索償，賠款以重置價值為準。

#### 項目1的額外承保範圍

##### 1.1 住所以外財物

如家居財物(不包括個人財物及貴重物品)需暫時存放在住所以外但仍在香港特別行政區內並以六十天為限，我們將就下列原因引致之遺失或損毀作出賠償：

- 火災、閃電、爆炸、地震、暴亂及民間騷亂；
- 家居財物存放於內之建築物因風暴、水災、惡意行為或破壞、漏水或油；
- 偷竊/爆竊
  - 在您或您家人暫時居住或工作的建築物內發生；或
  - 在任何建築物內發生，但必須遭人使用暴力進入該建築物。

每件物品及每次損失賠償以賠償限額為限。

##### 1.2 冷藏食物

若家中雪櫃或冷藏箱本身失靈以致冷藏的食物腐壞，我們將支付重新購買食物的費用，但因蓄意行為而導致的損失則不獲賠償。

每次損失賠償以賠償限額為限。

##### 1.3 臨時居住

- 住宿費用  
若住所或家居財物遭受本項承保範圍內所保障的損毀或破壞，以致住所不宜居住，我們將賠償合理的臨時住所費用但以賠償限額為限。

每次損失賠償以賠償限額為限。

- 每日現金津貼

若住所或家居財物遭受本項承保範圍內所保障的損毀或破壞，以致您及您家人須另覓臨時住所而引致有關費用，我們將就此支付每日額外現金津貼但以賠償限額為限。

每次損失賠償以賠償限額為限。

##### 1.4 臨時搬離

若家居財物(不包括個人財物及貴重物品)須要暫時搬離住所(只限於香港特別行政區內)以進行清潔、修理、復修或維修期間遭意外遺失或損毀，我們將提供不多過七天的保障。

每件物品及每次損失賠償以賠償限額為限。

##### 1.5 搬遷

若聘請專業搬運公司將家居財物由住所搬往新的永久住所(只限於香港特別行政區內)，在搬運過程中，家居財物遭意外遺失或損毀，我們將就此作出賠償，但以下項目不在承保之列：

- 金錢及/或信用卡；
- 瓷器、玻璃器具、陶器、鋼琴及其他易碎物品，但由專業包裝/搬運公司妥妥搬運者除外。

每件物品及每次損失賠償以賠償限額為限。

##### 1.6 門鎖及門匙

若防禦住所的門鎖、鑰匙及窗戶因偷竊、爆竊或搶劫而遭遺失或損毀，我們將賠償有關更換費用。若門鎖、鑰匙及窗戶因您、您家人或家傭使用不當而遭損毀，我們不會作出任何賠償。

每次損失賠償以賠償限額為限。

##### 1.7 寄存家居物件

- 若在搬運期間，家居財物暫時存放在專業搬運公司安排的地方(只限於香港特別行政區內)並於存放期首三十天內遭意外遺失或損毀，我們將就此作出賠償。

- 若家居財物遭受本項承保範圍內所保障的損毀或破壞，以致住所不宜居住，我們將賠償臨時寄存家居物件(最高為三十天)所引致的費用。

每次損失賠償以賠償限額為限。

##### 1.8 室內裝修期間/翻新工程

在承建商進行裝修或翻新工程期間引致家居財物遭受意外損失或損毀，我們將就此作出賠償，但有關裝修或翻新工程期間須以60天為限。

每件物品及每次損失賠償以賠償限額為限。

##### 1.9 場地清理費用

若家居財物遭受本項承保範圍內所保障的損毀或破壞，我們將賠償清除該等受損財物瓦礫的費用。

每次損失賠償以賠償限額為限。

### 項目1的不承保事項

#### 本保險單不承保

- 偷竊/爆竊
  - 若住所無人居住；
  - 若分租或借出住所或其部分地方予他人；
  - 以欺騙手段進行，但以欺騙手段進入住所則不在此限。
- 惡意損毀或破壞
  - 若住所無人居住；
  - 由合法在住所內居住或逗留的人士所造成。
- 金錢或信用卡遺失或損毀。
- 當財物正被進行任何清潔、染色、修改、修理、維修、修葺或修補過程時所造成之遺失或損毀。
- 任何不予承保風險。
- 保險證明書承保範圍概要內所載之自負額。

### 項目2 全球個人財物保障

#### 遺失或損毀

當您身處住所以外的世界任何地方，您及您家人的個人財物及貴重物品如遭意外遺失或損毀，我們將支付賠償。

每件物品及每次損失賠償以賠償限額為限。

#### 損失賠償的基準

本保險計劃按「以新代舊」的基準提供保障。因此，若您提出索償，賠款以重置價值為準。

#### 項目2的額外承保範圍

##### 2.1 金錢

您在世界任何地方因遺失、盜竊或搶劫引致金錢損失都可獲得賠償，但若因錯誤或遺漏而引致金額不足，有關損失則不獲賠償。

每次損失賠償以賠償限額為限。

##### 2.2 信用卡

若他人未經授權而使用您的信用卡，我們將就有關損失作出賠償，但若為您家人未經授權而使用您的信用卡，有關損失則不獲賠償。  
信用卡持有人必須遵守發卡條件。

每次損失賠償以賠償限額為限。

##### 2.3 運送過程中的新購置家居物件

在香港特別行政區或世界任何地方新購置的物件，若在運回住所途中遭意外遺失或損毀，我們將就此作出賠償並以賠償限額為限。但以下項目不在承保之列：

- 易腐壞物品；
- 不屬於您個人財物的物品；
- 並無運貨單或提貨單、郵包、速遞運送或其他途徑運送收據的在運物品。

##### 2.4 個人證件

若個人證件在香港特別行政區或世界任何地方遭遺失或損毀，我們將就換領有關證件的費用作出賠償，每次損失賠償以賠償限額為限。

## 項目2的不承保事項

### 本保險單不承保

- 隱形眼鏡或角膜晶體。
- 手提／流動電話及同類物品。
- 使用中的運動設備。
- 唱片、光碟及錄音帶。
- 偷竊/爆竊  
(a) 任何無人看管的財物；  
(b) 放置住所以外的腳踏自行車被竊，而在被竊時並未妥善鎖上。
- 您或您家人任何惡意損毀行為。
- 遭海關或其他官員拘留、扣押或查封充公的物品。
- 在郵寄或遞送過程中的財物，但此項不適用於前述額外承保範圍2.3所承保的新購買家居物件。
- 當財物正被進行任何清潔、染色、修改、修理、維修、修葺或修補過程時所造成之遺失或損毀。
- 任何不予承保風險。
- 在香港特別行政區以外地方，您或您家人旅遊連續三十天以上期間所遭受的遺失或損毀。
- 保險證明書承保範圍概要內所載之自負額。

## 項目3 全球個人責任保障

### 1. 個人責任

您及您家人在世界任何地方因下列情況而負上法律責任時，我們將作出賠償

- 意外導致任何人士身故或身體受傷，但您家人或家傭除外。
- 意外導致財物損毀，但您或您家人或家傭所擁有、保管或監管的財物除外。

### 2. 因下列情況導致的責任不在承保之列

- 擁有保險證明書指明為「住所」以外的其他樓宇或土地；
- 佔用或使用任何住所以外的物業；
- 任何職業、業務或受僱工作；
- 擁有或使用任何
  - 汽車；
  - 船舶或飛機；
  - 家畜以外的禽畜。
- 任何協議，但不論協議存在與否亦須負上的責任則不在此限；
- 任何蓄意、惡意或違法行為；
- 任何僱建物或違法建築物；
- 在香港特別行政區以外地方，您或您家人旅遊連續三十天以上期間所產生的責任；
- 任何人士的疏忽，但不包括您或您家人或由您或您家人所僱用的家傭在工作期間。

任何一宗事件的損失賠償以賠償限額為限。

此外，我們亦會賠償經我們事先書面同意的訴訟費用及開支。

若因任何事故引致本項目所承保的責任出現，且當時該等責任亦獲本公司發出的其他一份或多份保險承保，則我們在該等保險單合計應付的最高款額，將以保額最高的保險單為限。

## 項目4 全球個人意外保障

在世界任何地方，若因火災、偷竊、爆竊或搶劫令您或您家人須入住院院為住院病人接受治療，我們將就此每人每天支付賠償限額為限的津貼，惟該等事件須已報告當地警方，並取得報案紀錄。

每次損失賠償以賠償限額為限。

若您或您家人在火災、偷竊、爆竊或搶劫事件中身故，我們亦會支付合理的殮葬費用及火葬開支，而每人所得以賠償限額為限但不會賠償購買/租用墓地/骨灰存置的費用。

## 項目5 家傭保障

### 僱員補償

若您僱用的家傭在受保期內，以及在受僱工作期間因工遭遇意外或患上疾病而導致身體受傷，我們將按照本保險單的條款，根據法例/或普通法規定的責任對您就該受傷事宜所支付的補償及索償人的法律費用及開支予以賠償，該賠償款項不超過法例附表四規定的適用金額。此外，我們亦會賠償經我們事先書面同意的一切訴訟費用與開支。

若您身故，我們亦會根據本保險單的條款，就您的責任向您的合法遺產代理人作出賠償，但該遺產代理人須猶如保險單持有人一樣遵守及履行本保險單的適用條款，並受該等條款規限。

若涉及您責任的法例有任何改動，本保險單仍然生效，但我們的責任僅限於支付相等於您的責任維持不變時我們應支付的款項。

我們毋須對下列各項負責：

- 任何因訂立協議所衍生但沒有該項協議便不存在的責任。
- 您本應有權向有關方面追討的款項，卻被您與對方所訂立的協議所限制者。
- 在香港特別行政區以外地方因遭遇意外或患上疾病而導致的身體受傷，但獲法例保障者除外。

- 並非法例所指「僱員」的任何人士。
- 因肺塵埃沉著病而引致的責任。
- 根據法例，您可能須就遞繳款項而支付的附加費。

若我們須按法例規定支付款項，但根據本項保障範圍我們毋須為該筆款項負責時，您便須付還該筆款項予我們。

## 項目5的額外承保範圍

### 5.1 個人意外

若家傭在受保期內純粹並直接因意外、暴力、外在及可見事件導致身體受傷，我們將支付按基本保額某個百分比計算的下列賠償：

	基本保額百分比
1. 身故	100%
2. 永久性完全傷殘	100%
3. 無法治療的永久性四肢癱瘓	100%
4. 單目或雙目永久性完全失明	100%
5. 一肢或兩肢永久性完全殘缺	100%
6. 喪失說話及聆聽能力	100%
7. 永久性完全喪失聆聽能力	
(a) 雙耳	75%
(b) 單耳	15%
8. 喪失說話能力	50%

基本保額以賠償限額為限。

若家傭直接或間接因下列情況受傷，我們不會作出賠償

- 因自殺、企圖自殺、蓄意自傷身體、精神病、老人科護理、服用烈酒及/或藥物或性病或後天免疫力缺乏症(愛滋病)、與愛滋病有關的併發症或感染。
- 違反或企圖違反法律或拒捕。
- 任何航空活動，但購票乘搭由正式持牌定期運載購票乘客的航空或包機公司所經營的飛機則不在此限。
- 任何因懷孕、分娩、流產、墮胎、切除輸精管或絕育而引致的後果
- 任何不適或疾病。
- 細菌感染(因意外切傷或傷口引致的化膿性感染除外)。
- 醫療護理或外科手術(不包括只因本保險單承保的受傷所引致(如需要)並於本保險單受保期內進行者)。

### 本項的定義：

「受傷」指家傭在本保單期內，純粹由於意外且獨立於任何其他因素而導致身體損傷，並會因而在發生意外之日起計十二個月內導致該家傭死亡或傷殘。

「喪失聆聽能力」指完全及永久失去聆聽能力。

「喪失視力」指完全及永久失去單目或雙目的所有視力，致使家傭絕對失明及無法以外科手術或其他治療作出補救。

「喪失說話能力」指完全及永久失去說話能力。

「殘缺」指完全機能性傷殘，並視為等同於完全喪失有關的肢體或器官。

「永久」指由發生意外之日起計持續十二個月內及在該期間屆滿時並無任何改善的希望。

「永久性完全傷殘」指意外受傷所導致的完全傷殘持續十二個月後，家傭在餘下的生活期間，完全不能從事任何可賺取收入的職業或工作。

### 5.2 住院費用

若您僱用的家傭因意外、疾病或不適而須在香港特別行政區住院，我們將賠償入住普通病房所引致的必要費用，包括：

- 任何外科醫生、放射治療師或其他專科醫生的費用，包括住院前及出院後的顧問醫生費。
- 由註冊醫生開列的藥物或器具費用。
- 休養、入住醫院或護理院的醫護費用。

就任何一次因意外、疾病或不適而住院所提出的賠款最高不超過每年之賠償限額。

因先前的疾病復發或先前的意外產生後遺症而按本保險單本項提出的索償，其索償賠款(包括所有已付的賠償)合共不超過每年之賠償限額。

若家傭年過六十歲後，將不獲住院費用賠償。

我們不會賠償因下列情況而引致的住院費用：

- 因自殺、企圖自殺、蓄意自傷身體、精神病、老人科護理、服用烈酒及/或藥物或性病或後天免疫力缺乏症(愛滋病)、與愛滋病有關的併發症或感染而需接受治療。
- 投保時您已知存在的身體缺陷或衰弱；或為受本保險單下本項所保障而暫緩接受的手術或治療。
- 任何因懷孕、分娩、流產、墮胎、切除輸精管或絕育而引致的後果。
- 整容手術及有關治療、牙科治療、視力及聽力測驗、提供助視器、助聽器或其他裝置。
- 本保險單本項生效起四星期內患上的疾病或不適。
- 任何先前已存在的疾病或不適。

### 5.3 送返原居地費用

若在僱用期滿之前，您須將家傭送返其原居地，我們將賠償有關的費用如下：

- 若家傭身故，我們將按本保險單條款賠償將遺體運回其原居地所需的實際費用，最高賠償以賠償限額為限。

- 若經註冊醫生證明該家傭的健康狀況不適宜繼續履行與您訂立的僱傭合約(因懷孕或有關併發症除外)，我們將按本保險單條款賠償由香港特別行政區出發至家傭原居地的經濟客位機票所需費用。

#### 5.4 家傭的個人財物

您僱用的家傭的財物如遭意外遺失或損毀，將可按照項目1「家居財物」的條款及條件所示下獲得保障。

每次損失賠償以賠償限額為限。

我們不會賠償保險證明書承保範圍概要內所載之自負額。

### 項目6 保險單的一般條文

#### 適用於整份保險單的索償條件

- 若出現或可能出現索償的情況，您必須在事發後三十天內書面通知我們，或在較早前察覺可能發生有關情況時，以書面通知我們。
- 您必須自費提供我們可能要求的所有資料、證明文件及證據，以便我們核實本保險單項下的索償。
- 申請財物遺失或損毀索償，您必須
  - 保留受損財物，以便我們需要時檢查；
  - 若察覺因(包括但不限於)欺騙手段、偷竊、爆竊、搶劫、惡意行為、暴動或民間騷動等任何原因而引致的財物損失，立即或在可行情況下盡快通知警方，並取得報案紀錄。
- 申請責任索償，您必須
  - 在收到任何信件、申索狀或傳票後，立即將該文件送交我們；
  - 在知悉任何快將執行的檢控、死因研訊或致命傷害後，立即通知我們；
  - 未經我們同意，不得作出任何責任承諾、建議或付款承諾。如我們有此要求，我們有權接手處理並以我們的名義進行抗辯或理賠事項或為我們本身的利益，就任何損毀賠償或其他事項以您的名義提出檢控，並可全權決定進行任何訴訟及理賠。您必須提供我們所要求的一切有關資料及援助。
- 若因任何事故引致本保險單承保的損失、損毀、開支或責任出現，且當時該等損失、損毀、開支或責任或其任何部分亦獲本公司發出的其他一份或多份家居財物或同類保險單承保，則我們在該等保險單合計應付的最高款額，將以保額最高的保險單為限。此情況不適用於項目4及5.1。
- 若出現任何情況或索償時已有任何其他非由本公司發出的賠償保證或保險計劃，或若非訂立本保險單則會有任何其他計劃，且該等計劃以您為受益人，或由您訂立或代表您訂立，並適用於上述情況或索償，則我們在本保險單並無責任就上述情況或索償向您賠償，但假使本保險單並無訂立，有關索償金額超出上述其他賠償保證或保險計劃應支付的部分，則作別論。此情況不適用於項目4及5.1。
- 若損失一對或一套物品之其中部分，計算損失時將考慮該等部分之重要性，並以該對或該套物品總值的公平合理比例為準，惟該等損失不應當作該對或該套物品的全部損失。倘整對或整套物品損失或損毀，本行就該損失賠償之款額不會超過項目1及2所列任何一項物品列明之限額。

#### 適用於整份保險單的條件

- 預防損失  
您及您家人必須遵守所有法定責任，並採取一切合理步驟以
  - 預防損失、損毀或受傷；及
  - 把所有受保財物保持在性能良好及完整無損的狀況。
- 在本保險單有效期內，您必須通知我們任何有關您住所的用途改動或任何增加損失機會的情況。
- 繳付保費
  - 若您保費到期時繳付保費，本保險單將繼續生效，直至下一個保費到期日為止；
  - 本保險單將於您在每個保費到期日繳付保費時續保，若我們收到您根據下文所載條件6發出的終止通知書，或本保險單以其他方式被終止，則作別論。
- 生效日期  
本保險單將在保險證明書所列的日期開始生效。
- 退回保險單的權利  
若您基於任何原因不滿意本保險單的條款，可在保險單生效日期起計十五天內交回給我們。屆時我們將全數退還已從您指定賬戶中扣除的任何保費。在此情況下，本保險單將視為由保險生效日期起無效，而我們亦毋須支付任何索償。
- 取消保險單  
若您以書面通知我們取消本保險單，本保險單將於我們接獲終止通知書後下一月的第一天被取消。  
若我們將終止通知書以郵件寄往您最後申報的地址，本保險單將於該通知書發出後下一月的第一天被取消，但有關通知期間須不少於三十(30)天。
- 仲裁  
所有因本保險單而引起的分歧，將交由分歧雙方委任的仲裁人決定，或若有關雙方不能協議委任某名仲裁人，則各自於其中一方以書面提出有關要求後一個曆月內以書面委任一名仲裁人，並交由該兩名仲裁人決定；又或該等仲裁人出現意見分歧，則交由仲裁人於進行轉介之前以書面委任的仲裁長決定。仲裁長須與仲裁人就此會談，並由仲裁長作主持，有關裁定將會是對我們採取任何法律行動的先決條件。若我們宣稱不對您就本保險單提出的任何索償負責，且有關係並非於該拒賠聲明作出之日期後十二個曆月內根據本條文所示轉介仲裁處理，則該索償在各方面而言均視為已放棄論，其後不得再根據本保險單提出索償。
- 若任何索償有提供虛假陳述或隱瞞事實所有，則所有本保險單項下的賠償將予喪失。

### 項目7 一般不承保事項

#### 適用於整份保險單的不承保事項

- 輻射污染
  - 核燃料或燃燒核燃料後的核廢料，放射出電離輻射或污染；或
  - 任何爆炸性核能組合或其核能部分的放射性、毒性、爆炸性或其他危險特性。
- 戰爭風險  
戰爭、侵略、外敵入侵、戰鬥(不論是否已宣戰)、內戰、叛亂、革命、起義或軍事政變或奪權。
- 音波  
飛機或其他航空裝置所引致的壓力音波。
- 任何非經由香港特別行政區具司法管轄權的法院初審時裁定的判決。

#### 資訊科技聲明條款

本保險單承保的財物損毀指物品實體的實際損毀。物品實體的實際損毀不包括數據或軟件的損毀，尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動。

因此，本保險單不承保下列情況：

- 數據或軟件的遺失或損毀，尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動，以及該等遺失或損毀所導致的任何業務中斷損失。儘管有此不承保條款，倘數據或軟件的損失或損毀直接由於受保範圍內物品實體遭受實質損壞所致，本公司將就此作出賠償；
- 因數據、軟件或電腦程式的功能、可用性、使用範圍或接達程度降低所引致的遺失或損毀，以及該等遺失或損毀所導致的任何業務中斷損失。

### 項目8 定義

下列詞彙或字句於本保險單中具備以下涵義：

#### 損失賠償

我們對於由任何受保事項發生引致的索償所同意作出的賠償金額，賠償方式得由我們決定以金錢賠償或以財物置換、復置或修理的形式作出。我們於任何索償的最高賠償金額乃各個保障項目所載的限額。

本公司/我們/我們的  
豐隆保險(亞洲)有限公司

#### 信用卡

屬於您或您家人的銀行信用卡及提款卡。

#### 批註

彼此同意的保險單條款修改。

#### 香港特別行政區

中華人民共和國香港特別行政區

#### 住所

位於香港特別行政區內並名列於保險證明書中，牆身以磚、石及混凝土建造，並以混凝土建屋頂及純作住宅用途和作為你的主要居所的屋宇、公寓或單位。

#### 醫院

醫院指依法註冊為醫院及運作，接受傷病人士登記入住予以照護及治療的機構，並備有診斷及施行大型手術的設施，由一位或多位註冊醫生負責監督，提供全日二十四小時的專業護理服務。「醫院」不包括以復康或護理院、療養院、老人院、為精神病患者或酗酒者或吸毒者而設的治療所或類似醫護服務單位形式運作的任何機構或其部分機構。

#### 家居財物

屬於您或您家人所擁有並放在住所內的任何物件，或您或您家人須負責任的任何物件，但我們的保障範圍不包括：

- 汽車、船舶、拖車及其有關附件及配件。
- 植物及生物。
- 業主的固定裝置和陳設，但租客/業主所作的改良除外。
- 業主的固定裝置和陳設，但您或您家人在租約上列明須負責者除外。
- 金錢、股票、證書、文件、電腦軟件、資料檔案。
- 特別持有物品。
- 隱形眼鏡或角膜晶體。
- 手提/流動電話及同類物品。
- 天線裝置、圓盤式衛星電視天線及室外任何物品。
- 使用中的運動設備。

#### 法例

僱員補償條例

#### 賠償限額

保險證明書承保範圍概要內所載的最高賠償額及/或分項限額。

## 金錢

屬於您或您家人的銀行或流通鈔票、硬幣、支票、儲值卡、有獎公債、旅行支票、旅行機/船/車票、郵政或銀行滙票、郵票、國民儲蓄券或證明書、同類代用券及午餐券，但不包括特別持有物品。

## 個人證件

屬於您或您家人的身分證明文件，例如身分證、護照、駕駛執照。

## 個人財物

屬於您或您家人而用以穿著或攜帶的個人物品，但不包括貴重物品、金錢或特別持有物品。

## 保險單持有人/受保人/您/您的

名列於保險證明書內的人士。

## 重置價值賠款

修理損毀財物的費用，或若財物遭偷竊或無法修補時，購置同類型新物品所需的費用。我們就任何一宗索償所支付的最高賠款為本保險單及保險證明書內所列的限額。修理或置換與否，完全由我們決定。

## 住院病人

留院治療的病人，醫院就此收取至少一天的病房和病床費用。

## 特別持有物品

為任何專業、業務或受僱工作而持有或使用的物品，或以另一份保險單投保的物品。

## 不予承保風險

由下列事故引起或造成的損失或損毀

1. 自然損耗或折舊。
2. 蛾、蝨木蟲、甲蟲或其他昆蟲及害蟲。
3. 霉菌、腐爛、潮濕、鐵銹、腐蝕或任何大氣或氣候情況。
4. 家畜或寵物。
5. 電子或機械損壞、故障或喪失正常功能。
6. 任何其他逐漸形成的損毀原因。
7. 無故失蹤或在無法解釋下的情況。
8. 固有缺陷或工藝、質料或設計上的缺陷。
9. 誤用或違反製造商指示引下使用。
10. 您、您家人或您的僱員不忠誠或不誠實。
11. 住所缺乏保養或結構缺陷。
12. 任何僭建物或違法建築物。

## 無人居住

指住所連續30天以上無人住宿。

## 貴重物品

屬於您或您家人的珠寶、黃金、白銀、貴重金屬、手錶、皮草、圖畫、藝術品、古董、運動設備、玻璃、水晶、陶瓷、瓷器、陶器或石器或類似的易碎物品、郵票或錢幣，但並非特別持有物品。

## 家人/同住家人

固定與您同住於住所內的配偶、子女、父母及其他親屬。

## 下列條款構成保險單的一部分

### 戰爭及恐怖主義不承保批註

(適用於本保險單項目1至4及項目5中除了「僱員賠償保障」以外的部分)

儘管本保險單或附帶的任何批註可能載有相反的條文，惟現謹此同意本保險單亦毋須賠償因下列任何原因而直接或間接導致或造成的任何損失、損壞、費用或開支，不論有關損失是否因其他緣故或事件同時或按任何時序引致：

(1) 戰爭、侵略、外敵入侵、戰鬥、戰事(不論是否已宣戰)、內戰、叛亂、革命、起義、構成或導致起義、軍事行動或奪權的民間騷亂；或

(2) 任何恐怖主義活動；

就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態或類似的(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

本批註亦毋須賠償因採取任何行動以控制、預防或遏止上文(1)及/或(2)，或以任何方式與其有關而直接或間接導致或造成的任何損失、損壞、費用或開支。

若本公司因此項不承保條款而宣稱任何損失、損壞、費用或開支不屬本保險單的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

### 有關污染及爆炸的恐怖主義不承保條款

(適用於本保險單項目1至4及項目5中除了「僱員賠償保障」以外的部分)

現謹此同意不論是否有其他因由，本保險單亦毋須賠償因下列任何恐怖主義活動而直接或間接導致的任何損失、損壞、費用或開支

a) 生物或化學污染；

b) 導彈、炸彈、手榴彈、爆炸品。

就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態或類似的(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

就 a) 而言，「污染」指由於化學及/或生物物質的影響，污染、毒害或防礙及/或限制物品的用途。

若本公司因此項不承保條款而宣稱任何損失、損壞、費用或開支不屬本保險單的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

### 僱員補償保險 — 恐怖主義批註

(適用於本保險單項目5中的僱員補償保障)

儘管本保險單或附帶的任何批註可能載有相反的條文，惟現謹此同意就因任何恐怖主義活動或採取任何行動以控制、預防或遏止任何恐怖主義活動，或以任何方式與任何恐怖主義活動有關而直接或間接導致或造成意外或疾病，繼而身體受傷或死亡(「損失」)，不論有關損失是否因其他緣故或事件同時或按任何時序引致：

(a) 保險單的賠償上限將為根據中華人民共和國香港特別行政區政府(「政府」)與本公司在2002年6月20日訂立的財務安排(「財務安排」)條文，本公司接獲政府的實際款額，根據財務安排，政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司提供資金，以便有關公司按照僱員賠償保險單，就恐怖主義活動事件所引致的傷亡事故作出賠償；

(b) 本公司僅會在接獲政府發出的(i)批准通知書，確認本公司應作出有關賠償；及(ii)收到政府根據財務安排支付的賠款後，方須支付賠款；及

(c) 為免生疑，若本公司因任何原因而未有接獲政府根據財務安排提供的賠款，則不論是否由於政府認為有關損失並不屬於財務安排的賠償範圍內，又或由於本公司違反財務安排，本公司亦毋須作出有關賠償。

就上述者而言，恐怖主義活動指任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威嚇以達致政治、宗教、意識形態或類似目的(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

若本公司宣稱損失不屬本批註的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

本批註所用的詞彙與本保險單所用者具備相同涵義。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。