



Home Plus Protection Package Insurance Policy 家居綜合保險

QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

A member of the worldwide QBE Insurance Group

QBE Hongkong & Shanghai Insurance Limited welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

You are required to disclose to us, fully and faithfully, all the facts which you know or ought to know, otherwise, the policy issued hereunder may be void and you may not receive any benefit from your policy.

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IMPORTANT INFORMATION

This Policy is underwritten by QBE Hongkong & Shanghai Insurance Limited (the “Company”, also referred to as We/Our/Us in this policy wording). We take this opportunity to recommend that You thoroughly examine this document which sets out the limitations and benefits of the insurance and Your rights and obligations under it. Please store it in a safe place.

This Policy reflects the demands and needs of a person who wishes to purchase home insurance benefits.

This policy wording, together with the Schedule, the application and any Endorsements, collectively form evidence of the contract between You and Us and it applies to whichever level of cover that has been selected (Basic, Premier, Prestige).

We agree to provide the insurance cover described in this policy wording to You provided that the Premium is paid when it is due and You observe and fulfil the terms, conditions and exclusions of this Policy insofar as they relate to anything to be done or complied with by You.

In the event of any inconsistency or conflict between the English and Chinese versions of this Policy, the English version shall prevail.

Understanding Your Policy

You should carefully read:

- what makes up the insurance;
- important definitions that set out what We mean by certain words;
- the cover We provide under each Section;
- what Excesses You may have to pay;
- when You are not insured;
- what You and We need to do in relation to claims;
- Your and Our cancellation rights;
- any Schedule when it is issued to You; and
- any other documents We may give You that vary Our standard terms of cover set out in this document.

GENERAL DEFINITION

The words listed below have been given a specific meaning in the Policy and these specific meanings apply when the words begin with a capital letter.

Accident

means an accident or a series of accidents arising out of one Event.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

Burglary

means the dishonest and unlawful taking of property from within any Building or premises following forcible and violent entry into, or exit from, such Building.

Brittle Items

means articles of glass, china, porcelain, earthenware or stone, wine, any electronic visual display unit, or other articles of a similarly brittle material.

Building(s)

means the physical structure of the building for residential purposes, including:

- domestic outbuildings;
- build-in Fixtures and structural improvements that permanently attached to or fixed to Your Building so as to become legally part of it.

Building does not include:

- Home Contents;
- Building Betterment;
- foundations, drains, or any part of the structure below the level of the under surface of its lowest floor;
- aircraft, caravans, trailers, Vehicles, hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens.

Building Betterment

means interior decoration, renovations, or additions made to a Building, including but not limited to Fittings, wall finishes, flooring, and similar interior works.

Building Betterment does not include water tanks, apparatus and pipes.

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 logic bombs".

Disease

means a disease, as detailed in Chapter 282 - Employee's Compensation Ordinance, contracted by an Employee of Yours as a result of his/her exposure to the nature of his/her employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under **Section 6**.

Depreciation

means the reduction in the value of the item due to Wear, Tear.

Earth Movement

includes but is not limited to heave, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Employee(s)

means the domestic helper named on the Schedule who is legally employed by You and eligible for cover provided under **Section 6**

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of the Policy that are shown on and form part of the Schedule.

Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable

thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under the Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or Occurrence. You will find the amount of any Excess shown on the Schedule. An Excess will be applied for each incident where a claim is made.

Fittings

means the items which are not permanently fixed at Your Home and can be taken with You when moving to a new home.

Fixtures

means permanently fixed items including but not limited to floor tiles, windows, doors, wall coverings, bathroom suites, fitted kitchens, fitted wardrobe, fitted cabinets, fitted glass items, but excluding hidden Fixtures limited to the drains, pipes, cables and wires.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the inundation of the Building by water resulting from a sudden or rapid accumulation or release of a substantial volume of water, whether originating from within or outside the Building, including but not limited to overflow from drains, sewers, or watercourses, or the escape of water from pipes, mains, or drainage systems.

Home Contents

means, but not limited to, the property described below that belongs to You or for which You are legally responsible while in Your Building at the Situation stated on the Schedule:

- (a) Valuables and personal effects, including household goods, linen, clothing, furniture, furnishings, domestic appliances, desktop computers and utensils;
- (b) Floating Floors, air-conditioners, air-conditioner external units, hot water systems and stoves, solar panel;
- (c) carpets (whether fixed or unfixed), other unfixed floor coverings, internal blinds, curtains and light Fittings;
- (d) Money and negotiable instruments up to HK\$1,000 any one loss and up to a maximum of HK\$2,500 in any one Period of Insurance; and
- (e) a document of any kind or collection but only to an amount not exceeding HK\$2,000 for any one item and HK\$2,000 any one collection in respect of stamp, medal or coin collections;

- (f) Where You are a Tenant:
 - (i) Landlord's/licensor's Fixtures and Fittings for which You are legally responsible under the terms of Your lease, license or similar agreement; and
 - (ii) Fixtures and Fittings (including interior decorations) which You have installed for Your own use and which are not insured under another policy.

Home Contents do not include tools, instruments, equipment and goods used to earn an income whilst at Your Situation.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Landlord

means a person who owns a property and rents it out to someone else in return for Rent.

Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by the Policy.

Money

means bank or currency notes, coins, cheques, travellers' cheques, postal or money orders and postage stamps.

Mortgagor or Owner

means the person or entity who grants a mortgage over property as security for a loan or other obligation, and who retains legal or equitable ownership of the property subject to the mortgage.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Ordinance

means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Personal Injury

means:

- bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- false arrest, wrongful detention, false imprisonment or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of privacy;
- a publication or utterance of defamatory or disparaging material; and
- assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to person or property,

that happens during the Period of Insurance anywhere in the Hong Kong Special Administrative Region of the People's Republic of China.

Personal Valuables

Personal Valuables in **Section 5** are categorized into:

- (a) Specified Personal Valuables, means those items detailed on the Schedule; and
- (b) Unspecified Personal Valuables, means
 - (i) jewelry, watches
 - (ii) mobile phones, laptops, electronic tablets (e.g. iPads)
 - (iii) portable electronic and electrical items and their accessories
 - (iv) sporting, recreational or leisure goods and equipment
 - (v) musical instruments, photographic and optical equipment
 - (vi) clothing and other personal belongings specifically designed and intended to be worn or carried in normal usage, including suitcases, bags and other receptacles in which the property is contained when travelling.

Pet

means a domesticated cat or dog kept by You for companionship and not for commercial, breeding, or business purposes.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Policy

means the policy wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Any Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence,

that happens during the Period of Insurance anywhere in the Hong Kong Special Administrative Region of the People's Republic of China.

Rent

means, as regards Your Building, an amount of Money calculated on the basis of the annual rentable value (including any "outgoings" payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Home Contents and/or Building to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to alter or upgrade Your Building to comply with the requirements of any regulations under or framed in pursuance of any ordinance, law, statute or by-laws of any municipal or local authority.

We will not pay for any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following:

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses); or
- (b) the renewal Schedule You have paid.

Either of these documents may be re-issued from time to time and each successor overrides the earlier document.

Seepage

means the slow, gradual, or continuous entry of water, moisture, or dampness through pipes, drainage, walls, floors, foundations, or other Building elements.

Situation

means the address(es) shown on the Schedule where Your Building is situated.

Spoilage

means the deterioration of food to the point where it is not edible to humans or its quality of edibility becomes reduced.

Sum Insured / Limit of Liability

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- (a) during any one Period of Insurance; or
- (b) unless a specified limit is otherwise stated on the Schedule or in a Section.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense storm but not a named cyclone.

Temporary Accommodation

means, as regards the Building You occupy, an amount of Money calculated on the basis of similar accommodation located in the vicinity.

Tenant/s

means any person authorised under the terms of a Tenancy Agreement who occupies Your Building including any other co-inhabitant.

Tenancy Agreement

means a valid and legally enforceable written agreement between the Landlord and a Tenant with stamp duty duly paid to the Inland Revenue Department under which the Tenant is granted the right to occupy the property for a specified period in consideration of Rent or other valuable consideration.

Theft

means the dishonest and unlawful taking, appropriation, or conversion of property belonging to another person, with the intent to permanently deprive such person of that property, without the owner's consent, and not involving force or violent entry.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Typhoon

means a mature tropical cyclone sometimes combined with thunder, heavy falls of rain, or hail.

Valuables

means curios, pictures or other work of art, furs, jewelry, jade, handbags, gemstones, watches, gold or silver objects, antiques, musical instruments, Persian or similar rug or carpet and the like.

Vehicle(s)

means:

- (a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the Hong Kong Special Administrative Region of the People's Republic of China; and
- (b) any trailers or other attachments made or intended to be drawn by any of those machines.

Watercraft

means any vessel, craft or thing including surfboards, sailboards, canoes and surf skis made or intended to float on or in or travel through water.

Wear, Tear

means damage or a reduction in value through age, washing, dyeing, cleaning, repairing, restoring, scratching, denting, ordinary use or lack of maintenance.

We, Our, Us

means QBE Hongkong & Shanghai Insurance Limited.

You, Your, Yours

means the person(s) named on the Schedule and includes:

- (a) any member of that person's family ordinarily residing with that person;
- (b) any other person ordinarily residing with that person in jointly rented premises, subject to proof of a valid Tenancy Agreement.

COVERAGE

SECTION 1 – HOME CONTENTS

What We cover

When You occupy Your Building as an owner-occupier, occupier or have leased it to a Tenant, You are covered for Events that occur during the Period of Insurance.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1** for Loss or Damage to Your Home Contents, on the basis set out in "Claims - basis of settlement", including the cost of:

- (a) removal, storage and/or disposal of debris, being the residue of Your damaged Home Contents (including debris required to be removed from adjoining or adjacent public or private land) and of anything which caused the Loss or Damage.

If such costs are likely to exceed HK\$10,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

- (b) Loss or Damage caused by Flood, Tsunami, Typhoon or Storm Surge.
- (c) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control in the lawful pursuit of their duty.
- (d) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations, but excluding Loss or Damage resulting from any gradually operating cause.
- (e) Reasonable costs for the temporary protection and safety of Your Home Contents that You necessarily incur, as a result of Loss or Damage that is admitted as a claim under **Section 1**.

If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

2. **Building Betterment**

We will pay up to twenty-five percent (25%) of the Sum Insured on Home Contents for Loss or Damage to Building Betterment that has been carried out by You, including interior decoration, wall finishes, flooring, and similar interior works.

In respect of each and every loss or occurrence giving rise to a claim under this Building Betterment part, You shall bear the amount of Excess as specified in the Policy Schedule.

We will not pay for Loss or Damage arising from Seepage that is directly occasioned by or through inadequate maintenance, Wear and Tear, defective design or workmanship or the use of defective material.

3. **Home Contents in the open air**

We will pay up to ten percent (10%) of the Sum Insured on Home Contents for Loss or Damage to Your Home Contents, when they are in the open air at Your Situation.

We will not pay for Loss or Damage caused by Flood, Tsunami, Typhoon, rainwater or Storm Surge.

4. **Emergency storage of Home Contents**

If Your Building is damaged by an Event covered by the Policy to such an extent You cannot live in it, We will pay the reasonable cost to move and store Your Home Contents, while Your Building is being repaired or rebuilt up to a maximum period of three (3) months.

Our maximum payment for this benefit is limited to the balance of any Sum Insured remaining after payment of Your claim for Loss or Damage to Your Home Contents.

5. **During Building Betterment works**

We will cover up to HK\$100,000 to accidental physical loss or damage to Home Contents during the period of Building Betterment work by contractors, provided that:

- the original value of such Building Betterment work does not exceed HK\$100,000; or
- You notify Us and We otherwise agree in writing before the commencement of such work.

Cover for Events 6 to 10 are:

- (a) included within the Sum Insured; and
- (b) not operative when You have leased Your Building to a Tenant.

6. **Home Contents in a safe deposit box at a bank**

We will pay for Loss or Damage to Your Home Contents when they are kept in a safe deposit box at a bank.

However, We will not pay more than:

- (a) the amount shown on the Schedule for any one Loss; and
- (b) the maximum amount shown on the Schedule for any one Period of Insurance.

7. **Home Contents temporarily removed**

We will pay for Loss or Damage to Your Home Contents, when temporarily removed from Your Situation to anywhere in the Hong Kong Special Administrative Region of the People's Republic of China for any period not more than 90 consecutive days while:

- (a) deposited in any bank or safe deposit;
- (b) contained in any private domestic residence but not while contained in a tent, Vehicle, Watercraft or aircraft; or
- (c) removed to any boarding house, hotel, motel, club, nursing home or hospital

where You are residing.

However, We will not pay more than:

- (i) the amount shown on the Schedule for any one loss; and
- (ii) ten percent (10%) of the Sum Insured on Home Contents in any one Period of Insurance.

Further, We will not pay for Loss or Damage to:

- (iii) Money, cheques or other negotiable instruments;
- (iv) Home Contents which are kept in furniture storage facilities;
- (v) Home Contents while in transit during permanent removal from Your Situation, unless they would be covered under "Home Contents during transit to Your new place of residence"; and
- (vi) Home Contents which have been permanently removed from the risk address.

8. Home Contents during transit to Your new place of residence

We will pay up to fifteen percent (15%) of the Sum Insured on Home Contents for Loss or Damage caused by:

- (a) fire, collision and/or overturning of the conveying Vehicle;
- (b) Theft from the conveying Vehicle; and
- (c) vandalism, riot or civil commotion;

while Your Home Contents are in transit:

- to Your new intended Situation; or
- to or from a furniture storage facility,

provided they have been professionally packed and moved by a professional packer or mover.

We will not pay for:

- damage to Brittle Items;
- damage caused by scratching, denting, bruising or chipping; or
- Loss or Damage otherwise covered by another insurance policy.

9. Home Contents at a new Situation

If You are permanently moving to another Situation in Hong Kong Special Administrative Region of the People's Republic of China as Your new principal place of residence, We will cover Your Home Contents:

- (a) while they are contained in Your Building at Your current Situation; and
- (b) at Your new Situation, for up to twenty-eight (28) days from the date You begin to move Your Home Contents;

provided Our total liability at both Your current Situation and the new Situation being limited in total to Your Sum Insured on Home Contents.

You will not be covered if You do not notify Us of the permanent removal of Your Home Contents and provide details of the new Situation to be insured within twenty-eight (28) days after You have moved to Your new Situation.

10. Valuables

We will pay for Loss or Damage to Your Valuables while at Your Situation.

However, We will not pay more than:

- (a) the amount shown on the Schedule for any one item; and
- (b) the maximum amount shown on the Schedule in any one Period of Insurance.

Additional benefits

The below items are:

- (a) included on top of the Sum Insured; and
- (b) not operative when You have leased Your Building to a Tenant.

11. Compensation for medical expenses

We will pay up to the amount shown on the Schedule for the reasonable cost of medical expenses that You necessarily incur, if during the Period of Insurance, You sustain bodily injury caused by burglars, thieves or other persons illegally in Your Building.

12. Credit cards – cover for loss or Theft

We will pay if Your credit card or other automatic teller machine card is lost, as a result of Theft from Your Building and You are legally liable to pay for credit, given to anyone who has found or stolen Your card.

However, We will not pay more than:

- (a) the amount shown on the Schedule for any one loss; and
- (b) the maximum amount shown on the Schedule for any one Period of Insurance.

Further, We will not pay unless You have complied with the terms and conditions under which Your card was issued.

13. Domestic helpers' personal effects

We will pay for Loss or Damage to Your domestic helpers personal effects while they are contained within Your Building.

However, We will not pay more than:

- (a) HK\$2,500 for any one item; and
- (b) ten percent (10%) of Your Sum Insured on Home Contents for all items.

14. Festive Season increase

We will automatically increase Your Sum Insured on Home Contents by twenty-five

percent (25%) during the period from 15th December to 25th February within the Period of Insurance.

15. **Funeral expenses**

We will pay up to the amount shown on the Schedule for funeral expenses if You, or a family member who permanently resides with You, dies as the direct consequence of Loss or Damage to Your Home Contents or Building that is admitted as a claim under **Section 1** or **Section 2**.

16. **Guests and visitor's effects**

We will pay up to the amount shown on the Schedule for Loss or Damage to guests and visitors' effects, while such property is at Your Situation.

We will not pay for Loss or Damage:

- (i) if such property is otherwise insured;
- (ii) to Money, cheques and other negotiable instruments.

17. **Keys, lock replacement**

If keys to Your Building are accidentally lost or stolen, We will pay up to the amount shown on the Schedule for the reasonable costs You necessarily incur in:

- (a) re-keying or re-coding locks together with replacement keys; or
- (b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded,

to restore security to the same level of security that existed prior to the loss of these keys.

18. **Pets - temporary boarding costs**

We will pay up to the amount shown on the Schedule for the reasonable costs You necessarily incur for boarding domestic Pets if Your Building is rendered uninhabitable for its intended purpose by:

- (a) Loss or Damage to Your Building that is admitted as a claim under **Section 1** or **Section 2**; and
- (b) Temporary Accommodation does not allow Pets or security dogs.

19. **Pets – accidental death or Theft**

We will pay up to the amount shown on the Schedule, if during the Period of Insurance Your domestic Pet:

- (a) suffers accidental bodily injury resulting in death;
- (b) is stolen by actual forcible, violent breaking into or out of Your Building; or
- (c) is humanely destroyed as a result of accidental injury or Theft;

provided that You are able to supply documented proof of ownership.

We will not pay if:

- (i) Your domestic Pet is euthanized without Our consent unless immediate

- authorization on humane grounds is considered necessary;
- (ii) the death of Your domestic Pet is the result of surgery not necessitated by accidental bodily injury nor necessary to save its life; or
- (iii) the death of Your domestic Pet is due to breeding, sickness or disease.

20. **Spoilage of frozen food**

We will pay up to the amount shown on the Schedule to replace frozen food that is contained in Your freezer or refrigerator freezer compartment which is Lost or Damaged and needs to be thrown out following:

- (a) failure of the electricity supply; or
- (b) mechanical or electrical breakdown.

We will not pay to replace frozen food if the frozen food is damaged as a result of:

- (i) an accidental or deliberate switching off the power supply by You or anyone residing with You;
- (ii) a deliberate act of the power supply authority or company; or
- (iii) a power strike.

21. **Temporary Accommodation**

When You occupy Your Building as an owner-occupier or occupier and it is made uninhabitable to be occupied for its intended purpose:

- (a) by Loss or Damage caused by an Event that is admitted as a claim under **Section 1** or **Section 2** We will pay:
 - (i) up to the amount shown on the Schedule for the cost of emergency accommodation; and
 - (ii) We will also pay the reasonable cost of Temporary Accommodation You necessarily incur from the time of the Event until the rental time:
 - You reoccupy Your Building following the completion of rebuilding, repairs or replacement; or
 - if Your Building is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Building;
 up to a maximum of six (6) months by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:
 - (i) the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
 - (ii) a human infectious or contagious disease.
- We will pay from the time when the order is invoked to the time when the order is revoked, or for a period of thirty (30) days, whichever first occurs.
- (c) by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage caused by an insured Event claimable under **Section 1** happening to

property belonging to or under the control of any such supply authority, provided that the failure of services extends for more than twenty-four (24) hours.

We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever occurs first.

- (d) by Loss or Damage caused by an insured Event claimable under **Section 1** happening to other property in the immediate vicinity or by order of the police, a public or statutory authority, other body, entity or person so empowered by law to so do.

The combined total amount We will pay is limited to the percentage limit shown on the Schedule for **Section 1**.

Exclusions – what We do not cover under Section 1

We will not pay for Loss or Damage:

1. caused by or resulting from Theft or vandalism committed by any of the following entities while legally in Your Building:
 - (a) You, Your domestic helpers or Your invitees or boarders;
 - (b) Your Tenants, their invitees or boarders; or
 - (c) any person who is acting with Your express or implied consent.
2. to swimming pool covers, solar covers, or plastic liners;
3.
 - (a) caused by moths, termites or other insects, vermin, mice, rats, mildew, mould, contamination or pollution, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals; or
 - (b) caused by Wear, Tear;
However, We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.
4. caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
However, We will pay if the Loss or Damage is due to:
 - (a) lightning;
 - (b) power surge when such Event is confirmed by the supply authority; or
 - (c) resulting fire damage.
5. caused by underground (hydrostatic) water.
However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
6. caused by smut or smoke from industrial operations.
7. to cooking equipment caused by the application of heat during any cooking process, including burning, scorching, melting, or smoke damage resulting therefrom.

8. caused by domestic animals owned by You or are in Your care custody and control.
9. to Brittle Items including but not limited to glass:
 - (a) in a television picture tube or screen, a picture tube or screen of an electronic visual display unit, glass in a picture frame, a radio set or a clock or vases, ornaments or glass ordinarily carried by hand; or
 - (b) where the fracture does not extend through the entire thickness of the property damaged.

However, We will pay for Loss or Damage to other Home Contents caused by any such glass breakage,

10. to carpets and other floor coverings resulting from staining, fading or fraying.
11. to Your Home Contents if Your Building is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
12. unexplained loss or disappearance of any property.
13. any Vehicle, Watercraft, or aircraft, including accessories.
14. fish, birds or animals that do not fall within the definition of Pet.
15. trees, shrubs and other plant life (other than plants in any room).
16. caused by misuse or use contrary to manufacturers' instructions.
17. to the following items: mobile telephones, portable computers, associated hardware and software.

SECTION 2 – BUILDINGS

What We cover

You are covered for the following Events that occur during the Period of Insurance.

We will pay up to the Sum Insured shown on the Schedule for Section 2 for Loss or Damage to Your Building on the basis set out in "Claims - basis of settlement", including the cost of:

1.
 - (a) architects' fees, surveyors' fees and other reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of claim under **Section 2** up to the amount stated in the Policy;
 - (b) removal, storage and/or disposal of debris, being the residue of Your damaged Building (including debris required to be removed from adjoining or adjacent public or private land) and of anything which caused the Loss or Damage, up to a limit of five percent (5%) of the Sum Insured shown on the Schedule; clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
 - (c) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs; and
 - (d) demolition and disposal of any undamaged portion of Your Building including undamaged foundations and footings in accordance with a demolition order

issued by a public or statutory authority;

2. Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Building but We will not pay for any fine or penalty imposed by any such authority.
3. Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority.
4. Loss or Damage to fences and gates as a result of Storm Surge/Typhoon. However, we will not pay:
 - (a) if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage,
unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or replacement is commenced.
5. Loss or Damage caused by Flood, Tsunami, Typhoon or Storm Surge.
6. Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Building in the lawful pursuit of their duty.
7. Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
8. Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimize insured Loss or Damage and avoid further losses.
If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.
9. Reasonable costs for the temporary protection and safety of Your Building that You necessarily incur, as a result of Loss or Damage that is admitted as a claim under **Section 2**.
If such costs are likely to exceed HK\$2,000, You must first obtain Our written consent prior to You incurring costs in excess of this amount.

Additional benefits

The below items are on top of the Sum Insured:

10. Uncompleted Building Betterment works

When You make alterations, additions or renovations to Your Building during the Period of Insurance, We will:

- (a) pay up to the amount shown on the Schedule for Loss or Damage to uncompleted Building Betterment work, by an Event claimable during the construction period under **Section 2** (which the builder, contractor or similar entity failed to pay), provided that:
 - the original value of such work does not exceed that amount; or
 - You notify Us and We otherwise agree in writing before the commencement of such work.

We will not pay if You have entered into a contract with a builder, contractor or

similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Building in the names of both You and the contractor, We will cover the interest of the contractor as a joint insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of HK\$100,000 prior to such work commencing and if requested pay any extra Premium We may require.

- (b) pay up to the amount shown on the Schedule for Loss or Damage to the completed work by an Event claimable upon practical completion under **Section 2**, provided that:
 - (i) You notify Us within sixty (60) days of the practical completion of such alterations, additions or renovations; and
 - (ii) You shall pay any additional Premium, if requested by Us.

11. Electricity, gas, water and similar charges – Excess costs

We will pay up to the amount shown on the Schedule for the cost of:

- (a) increased usage of metered electricity, gas, sewage, oil and water;
- (b) accidental discharge of metered electricity, gas, sewage, oil and water; and
- (c) additional management charges,

that You are required to pay, following Loss or Damage to Your Building by an Event which is admitted as a claim under **Section 2**.

12. Electricity, gas, water and similar charges – unauthorized use

We will pay up to the amount shown on the Schedule for any one Period of Insurance for the cost of metered electricity, gas, sewage, oil and water that You are legally required to pay, as a result of its unauthorized use by any person taking possession or occupying any part of Your Building without Your consent.

We will not pay unless all practical steps are taken to terminate such unauthorized use after You immediately become aware of it.

13. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Building or for the purpose of preventing or diminishing damage including the costs to gain access to any property;
- (b) replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems; or
- (c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

14. **Modifications**

When You occupy Your Building and are physically injured and become a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Building by an Event which is admitted as a claim under **Section 2**, We will pay up to the amount shown on the Schedule for modifications to Your Building to cater for Your needs.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

Cover for Event 6 is not operative, when You have leased Your Building to a Tenant.

15. **Rent**

When Your Building has been leased to a Tenant, or can be substantiated by means of a signed agreement that Your Building would have been leased to a Tenant, We will pay You for the Rent that is lost or would have been lost, if Your Building is made uninhabitable to be occupied for its intended purpose:

- (a) by Loss or Damage that is admitted as a claim under **Section 2**.

We will pay from the time of the Event until the time:

- (i) Your Building is relet following completion of rebuilding, repairs or replacement, provided that You demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- (ii) if Your Building is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Building,

up to a maximum of six (6) months, commencing immediately after the Occurrence of Event that induced the property inhabitable for the existing Tenant.

- (b) by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- (i) the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- (ii) a human infectious or contagious disease; or
- (iii) murder or suicide; occurring at Your Situation.

We will pay from the time when the order is invoked to the time when the order is revoked, or for a period of thirty (30) days, whichever first occurs.

- (c) by the failure of electricity, gas, water or sewage services resulting from Loss or Damage caused by an insured Event claimable under **Section 2**, happening to property belonging to or under the control of any such supply authority, provided that the failure of services extends for more than twenty-four (24) hours.

We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

- (d) by Loss or Damage caused by an insured Event claimable under **Section 1**, happening to other property in the immediate vicinity or by order of the police,

a public or statutory authority, other body, entity or person so empowered by law to so do.

We will also pay You for the Rent that is lost if the Tenant fails to pay the Rent in accordance with the Tenancy Agreement, provided that court judgment is obtained to against the Tenant in respect of the outstanding Rent and You fail to receive the outstanding rent within one (1) month after such court judgement is made. The amount payable shall be the outstanding Rent after deduction of any deposit held or applied under the Tenancy Agreement.

The combined total amount We will pay is limited to the amount shown on the Schedule or if greater the percentage limit shown on the Schedule for **Section 2**.

Exclusions – what We do not cover under Section 2

We will not pay for Loss or Damage:

1. caused by or resulting from Theft or vandalism committed by any of the following entities while legally in Your Building:
 - (a) You, Your domestic helpers or Your invitees or boarders;
 - (b) Your Tenants, their invitees or boarders; or
 - (c) any person who is acting with Your express or implied consent.However, We will pay if such Loss or Damage is caused by any other person while legally or illegally in Your Building.
 2. to retaining walls resulting from storm, Typhoon or rainwater.
 3. caused by:
 - (i) moths, termites or other insects, vermin, mice, rats, rust or oxidization, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in color, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;
 - (ii) Wear, Tear, fading, concrete or brick cancer, developing flaws, gradual deterioration or developing flaws; or
 - (iii) lack of maintenance or failure to maintain Your Building in a reasonably good state of repair.However, We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under Section 2, such as fire or glass breakage.
 4. caused by non-rectification of a Building defect, error or omission that You were aware of, or should reasonably have been aware of.
 5. caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
- However, We will pay if the Loss or Damage is due to:
- (i) lightning;
 - (ii) power surge when such Event is confirmed by the supply authority; or
 - (iii) resulting fire damage.

6. caused by vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, erosion or Earth Movement.
However, We will pay if the Loss or Damage is due to:
 - (i) earthquake or seismological disturbance, Flood, Tsunami, Storm Surge, explosion, physical impact by aircraft;
 - (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus.
7. caused by underground (hydrostatic) water.
However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
8. caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.
However, We will pay for water or liquid damage resulting from blocked pipes or drains.
9. caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.
10. caused by smut or smoke from industrial operations.
11. caused by:
 - (i) the bedding down of new structures or settlement of newly made ground built within the past five years; or
 - (ii) the movement of solid floor slabs unless the external walls of Your Building suffer Loss or Damage at the same time.
12. due to normal settling, creeping, heaving, shrinkage, or expansion in Buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other Structural Improvements.
13. to water in swimming pools, spas or water tanks.
14. to glass found to be defective during the process of installation or removal or is required to be insured by any other party in terms of an occupancy agreement.
15. to carpets and other floor coverings resulting from staining, fading or fraying.
16. However, We will pay if the Loss or Damage directly results from any other Event claimable under **Section 2**.
17. to boilers (other than boilers used for domestic purposes), economizers or pressure vessels and their contents resulting from the explosion thereof.
18. to Your Building if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
19. to Your Building directly resulting from construction, erection, alteration or addition where the value of such work exceeds HK\$100,000, unless Our written consent to continue cover has been obtained before the commencement of such work.
20. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Building.
21. arising from defective materials or faulty or defective workmanship.

22. arising from consequential loss, loss of use or Depreciation other than as specifically provided under Section 2.
23. arising from the cost of clearing blocked pipes or drains. However, We will pay for water or liquid damage to Your Building resulting from the overflow of such blocked pipes or drains.
24. arising from Seepage that is directly occasioned by or through inadequate maintenance, Wear and Tear, defective design or workmanship or the use of defective material.

Special conditions

1. The following conditions apply only where additional coverage is taken out on top of the standard Sum Insured of HK\$100,000: If, at the time of any Loss or Damage, the total Sum Insured for Section 2 is less than seventy-five percent (75%) of the cost which would have been incurred in Replacement, the amount payable for any such claim shall be proportionately reduced.

Where cover is limited to the standard Sum Insured of HK\$100,000, the above calculation method shall not apply.
2. Conditions relating to the Tenancy Agreement:
 - (a) The term of the lease period under the Tenancy Agreement must be at least one (1) year.
 - (b) You must have a duly stamped Tenancy Agreement with the Tenant that complies with all the requirements of

Hong Kong law (including legislations and statutory instruments) and which must be in writing.
 - (c) You must not allow the Tenant to enter into possession of Your Building until
 - (i) the Tenancy Agreement has been signed by all parties, and
 - (ii) the deposit of at least two (2) months' Rent has been received by You.
 - (d) The individual Tenant must be aged eighteen (18) years or over, and the organization Tenant must be registered legally in Hong Kong.
 - (e) You must:
 - (i) keep full and up-to-date rental records;
 - (ii) not allow the Tenancy Agreement to be transferred to any other individual or organization; and
 - (iii) be the legal owner of Your Building.
 - (f) You must comply with all the terms and conditions of the Tenancy Agreement.
 - (g) You must commence legal proceedings against the Tenant within fourteen (14) days of the date on which the outstanding Rent exceeds the deposit amount. You must conduct such legal proceedings in a diligent and timely manner and provide Us with regular updates on the status of the legal proceedings.

SECTION 3 – THIRD-PARTY LIABILITY

What We cover

We will pay up to the Limit of Liability shown on the Schedule if You become legally responsible to pay compensation (including plaintiff's legal costs) for Personal Injury or Property Damage resulting from an Occurrence happening in connection with:

1. When Your Home Contents are covered under Section 1:

- (a) the ownership of Your Home Contents;
- (b) the occupation of Your Building;
- (c) Your personal liability arising anywhere in the world subject to the jurisdiction of Hong Kong; or
- (d) Your liability to Your Landlord in respect of any contents, Fixtures or Fittings left by the Landlord in Your Building for use by You.

Automatic extensions

- (i) Garden equipment arising from any wheelchair, garden equipment including lawn mowers owned by You, in Your possession or physical or legal control. We will not pay if any such item is or should have been registered and/or insured under legislation in the Hong Kong Special Administrative Region of the People's Republic of China.

2. When Your Building is covered under Section 2:

- (a) The ownership of Your Building.

Automatic extensions

- (i) Bridges, roadways, kerbing, footpaths, services arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.
- (ii) Hiring out of sporting and recreational facilities arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

Additional benefits

The below items are: included within the Sum Insured.

3. Cost of defending a claim

We will pay in addition to the limit specified for **1.** and **2.** above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 3**;
- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You, until We have

paid, tendered or deposited in court the amount that We are liable to pay following judgment.

4. **Court Appearance**

We will pay compensation up to HK\$500 a day, if We require You to attend a Court as a witness in connection with a claim under **Section 3**.

Exclusions – what We do not cover under Section 3

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any Employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, Accident compensation or similar legislation applying where Your Building is situated.
3. in respect of:
 - (a) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 3**; and
 - (b) damage to property belonging to any person who is deemed a worker or Employee within the provisions of any workers' compensation, Accident compensation or similar legislation applying where Your Building is situated.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
5. arising out of the publication or utterance of a defamation, libel or slander:
 - (a) made prior to the commencement of **Section 3**; or
 - (b) made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 3**.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar types of facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Building where the cost of such work exceeds HK\$100,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or Your Building or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to liability assumed by You under any contract or lease of real or personal property.
11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water.

12. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
13. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.
This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
14. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
15. made or actions instituted outside the Hong Kong Special Administrative Region of the People's Republic of China that are governed by the laws of a foreign country.
16. for Liability to pay for Personal Injury or Property Damage, or any consequential loss arising therefrom, caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.
17. arising out of riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where You would or could earn income or remuneration from engaging in such sport as a source of income; or participation in any of extreme sports and sporting activities.

Special conditions

1. Adjoining Property Extension

Section 3 is extended to include Your liability for any part of Your Building that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your act(s) or omission(s) in connection with the ownership of Your Building.

We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your act(s) or omission(s).

SECTION 4 – PERSONAL ACCIDENT

What We cover

We will pay the compensation detailed hereunder in the event of You sustaining bodily injury that is caused solely and directly by fire, burglars, thieves or other persons illegally in Your Building at Your Situation and that results in the following insured Events.

Events

1. Death.
2. Total and irrecoverable loss of all sight in one or both eyes.
3. Total and permanent loss of the use of one or both hands or feet.
4. Total paralysis.

Compensation

We will pay up to:

- (a) HK\$100,000 for any person aged between 16 and 65; and
- (b) HK\$20,000 for any child aged between 3 and 15,

provided that the total amount of compensation We pay for any one person or child during the Period of Insurance, shall not exceed the stated amounts.

If the additional benefit is selected and stated in the Schedule, the maximum benefit payable under this **Section 4** shall be increased to the enhanced limit as specified in the Schedule.

Exclusions – What We do not cover under Section 4

We will not pay compensation

- 1. for more than one of Events 1 to 4 in respect of the same period of time;
- 2. in respect of claims arising out of:
 - (a) illness, medical disorder, pre-existing defect or infirmity;
 - (b) intentional self-injury or suicide (whether felonious or not), or any attempt thereat; or
 - (c) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- 3. unless the result of bodily injury manifests itself within twelve (12) months of sustaining such bodily injury.

Special conditions

- 1. Any certificates, information and evidence that We require will be furnished at Your expense, and shall be in such form and of such nature as We shall prescribe.
- 2. Whenever an Excess is shown on the Schedule, You must pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

SECTION 5 – PERSONAL VALUABLES

Cover under **Section 5** is not operative when You have leased Your Building to a Tenant.

What We cover

We will pay for Loss or Damage to:

- 1. unspecified Personal Valuables; and
- 2. specified Personal Valuables;

that occurs anywhere in the world during the Period of Insurance.

We will not pay more than:

- (a) as regards **1.** above:

- (i) the amount shown on the Schedule for any one (1) item;
- (ii) the amount shown on the Schedule in any one (1) Period of Insurance.
- (b) as regards **2.** above:
the amount shown on the Schedule for each item or if lesser its intrinsic value.

Exclusions – what We do not cover under Section 5

We will not pay for:

1. contact lenses, corneal caps or micro lenses;
2. Loss or Damage caused by overwinding of watches or clocks;
3. Loss resulting from detention, confiscation or destruction by Customs Officials or other regulators or government authorities;
4. money of any kind, smart cards, phone cards, and negotiable instruments, medals, securities, stamps, coupons, travel tickets, documents, magazines or books of any description, patterns, moulds, plans, designs, or household furniture and domestic equipment;
5. property in the custody or control of any person who is engaged in or connected to any form of professional capacity in any sport where You would or could earn income or remuneration from engaging in such sport as a source of income;
6. depreciation or Loss or Damage or deterioration arising from or occasioned by:
 - (a) Wear and Tear;
 - (b) moth or vermin;
 - (c) any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected;
 - (d) mildew, atmospheric or climatic conditions.
7. mechanical failure or breakdown or electrical failure derangement or disturbance;
8. restoration of electronic records;
9. bicycles, guns or self-contained underwater breathing apparatus;
10. other sporting and recreational equipment and sports clothing, whilst physically in use for the sporting function or during play;
11. any Vehicle, Watercraft or Aircraft or any accessories, machinery gear or equipment from them;
12. Theft from any unattended and unlocked vehicle or any open or convertible car with sunroof open.

SECTION 6 – EMPLOYER’S LIABILITY

Cover under **Section 6** is not operative when You have leased Your Building to a Tenant.

What We cover

If an Employee in Your immediate employ sustains bodily Injury or death by Accident or Disease contracted during the Period of Insurance within the geographical area of Hong Kong

arising out of and in the course of his/her employment with You, We will

- (a) pay for any amount You are liable under the law to compensate; and
- (b) indemnify You against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith,

subject to the terms, exceptions and conditions contained in or endorsed herein.

Special provisions

1. In the event of any change to the Ordinance during or after the Period of Insurance altering Your legal liability under the Ordinance Our liability under Section 6, shall be limited to such sums as We would have been liable to pay, if the Ordinance had remained unaltered.
2.
 - (a) Your due observance and fulfilment of the terms of **Section 6** insofar as they relate to any act, omission, or compliance required of You; and
 - (b) the truth of the statements and answers in the proposal and declaration: shall be conditions precedent to any liability of Ours to make payment or to provide indemnity under **Section 6**.

We will, in the event of Your death, indemnify Your legal personal representatives in the terms of **Section 6**, in respect of liability incurred by You, provided that such legal personal representatives shall, as if they were You, observe, fulfill, and be bound by the provisions of **Section 6** to the extent that those provisions are applicable.

Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to a claim or claims against You, for which indemnity is provided under **Section 6**, We will indemnify You, including costs and expenses incurred by or on Your behalf with Our written consent, up to the Limit of Indemnity specified on the Schedule irrespective of the number of Employee's who may sustain bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of Yours in respect of a Disease contracted by an Employee due to the nature of his/her employment with You, which nature of employment applies during a period that extends over more than one Period of Insurance:
 - (i) the aggregate of Our indemnity to You under all insurance policies including costs and expenses incurred by or on Your behalf, will not exceed the Limit of Indemnity for **Section 6** that was in force at the time such Disease first affected the Employee; and
 - (ii) subject to the limitation of paragraph (b) (i) above in this **Section 6**, Our indemnity to You under **Section 6**, including costs and expenses incurred by or on Your behalf, will be limited that proportion of Your liability in respect of such Disease which corresponds to the ratio that the Employee's period of employment within the Period of Insurance bears to the total period of employment during which the nature of such Disease was contracted.

- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Employee, Our liability specified in paragraphs (a) and (b) above in this **Section 6** shall apply to the aggregate of indemnity to all Employees.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against You, for which indemnity is provided under **Section 6**, We may pay You the full amount of Our liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount, for which such claim or claims can be settled and shall relinquish the conduct of any defense settlement or proceedings relating to such claim or claims.
- (e) We shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by You, after We have relinquished such conduct or for any loss damage or expenses caused to You, in consequence of any act or omission of Ours in connection therewith or of Our relinquishing such conduct.

Special condition

Avoidance of certain terms and right of recovery

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under **Section 6**, You shall forthwith repay such amount to Us.

BASIS OF SETTLEMENT

Section 1 – Home Contents

3. **Replacement cover**

In the event of Home Contents being lost, destroyed or damaged as a result of an insured Event, We will pay the cost of Replacement as new without deduction in respect of Depreciation. We may elect to repair or replace any item instead of paying You its value.

In the event that We choose to replace or repair the insured property and You decline such replacement or repair, Our liability shall be limited to payment of the Indemnity Value only.

We will not pay the cost to replace undamaged Home Contents.

Special conditions

- (a) All other insurance covering Your Home Contents shall be on a similar Replacement basis.
- (b) No payment shall be made in excess of the amount which would have been payable under Indemnity Conditions, until the cost of Replacement shall have been actually incurred.
- (c) In respect of Electronic Data, We will only pay the cost of the physical storage device plus the costs of copying such data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such Electronic Data.

If the physical storage device is not repaired, replaced or restored, We will only pay the cost of the device.

We will not pay any amount pertaining to the value of Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Section 2 – Buildings

1. **Replacement**

If Your Building is damaged, We may choose to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 2** will be the cost of Replacement at the time of replacement subject to the following provisions:

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay; Failing this, we reserve the right to settle the claim on an Indemnity Value basis;

- (b) where Your Building contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest equivalent available to the original materials;
- (c) if it is lawful, and with Our prior written consent, You will not be required to rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance, provided that Our liability is not increased;
- (d) if You cause unreasonable delays in commencing or carrying out replacement, We will not pay any extra costs that result from that delay; and
- (e) when We wish to rebuild, replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay the cost to:

- (a) rebuild or replace Your undamaged Building; and
- (b) rebuild, replace or repair illegal installations.

Section 5 – Personal Valuables

At Our option We will either:

- (a) repair or replace Your personal valuables to the same condition as when they were new; or
- (b) pay You the reasonable cost of repairing or replacing Your personal valuables to the same condition as when they were new.

Where We indemnify You for the reasonable cost of repair or replacement, such cost shall be deemed to mean the retail price of the item as new, less any discount that would have been available to Us had We effected the repair or replacement.

If any part of a pair, set or collection is lost or damaged, We will not pay any more than the value of the part which is Lost or Damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.

We will not pay for damage to glass (other than lenses) or other Brittle Items (other than jewelry) unless caused by fire, Theft or Burglary.

GENERAL CONDITIONS – which apply to all Sections unless otherwise stated

All the terms, exclusions and conditions contained herein or endorsed herein are incorporated in and form part of this contract of insurance are deemed to be condition precedent to any liability on the part of the Company so far as they relate to anything to be done by the insured.

1. **Arbitration**

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (**HKIAC**) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English. If We shall disclaim liability to You for any claim hereunder and such claim shall not within ninety (90) days 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.

2. **Alteration of risk**

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance, which include but are not limited to: (a) change in Your identity in the usage of the Home (i.e. whether You are owner (self-occupied), occupier, Tenant or Landlord), (b) any permanent move of You so You no longer live in the Home, or (c) change in circumstance which would increase the possibility of Loss or Damage or legal liability.

The Company reserves the right to adjust the Premium, and/or revise terms and conditions of this Policy according to the change in Your identity in the usage of the Home.

3. **Payment of Excess**

You must pay or contribute the amount of any Excess shown on the Schedule. Payment of the Excess may be requested when the claim is lodged or may be deducted from Our payment.

Should more than one Excess be payable for any claim under the Policy arising from the one Event, such Excesses will not be aggregated, and the highest single level of Excess will apply.

4. **Joint insured's, interested parties**

- (a) When more than one party is named on the Schedule as an insured, We will treat each as a separate and distinct party. The words **You, Your, Yours** will apply to each party in the same manner as if a separate Policy had been issued to each party; and
- (b) When any other party or entity has a legal insurable interest in Your Building or Home Contents duly notated in Your records, We will treat each party or entity as a third-party beneficiary without notification or specification, provided that such interest is fully disclosed to Us in the event of Loss or Damage,

provided that as regards both (a) and (b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased. Any act, breach or non-compliance with the terms and conditions of the Policy committed by any one such party or third party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

5. **Mortgagee Clause**

If any other interested party is specified in the Schedule, any loss under this Policy shall be payable to such party to the extent of their interest.

It is hereby agreed that, in the event of Loss or Damage, the Insurer will pay such party to the extent of their interest, and that this insurance, insofar as concerns the interest therein of the said party only, shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Buildings, nor by anything whereby the risk is increased being done to, upon, or in any Building hereby insured without the knowledge of such party; provided always that such party shall notify the Insurer of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration, or increase shall come to their knowledge, and shall, on demand, pay to the Insurer the appropriate additional Premium from the time when such increase of risk first took place.

And it is further agreed that, whenever the Insurer shall pay such party any sum for Loss or Damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Insurer shall at once be legally subrogated to all rights of the said party to extent of such payment, and the said party shall do and execute all such further or other acts, deeds, transfers, assignments instruments and things as may be necessary or be reasonably required by the Insurer, for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of such party to recover the full amount of their claim.

Provided that, as between the Insurer and the Mortgagor or Owner of the Buildings, nothing contained in this condition shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect, any rights which the Insurer may have against the Mortgagor or Owner of the property insured remain in full force and effect.

The Insurer reserves the right to cancel this Policy at any time, as provided by the terms thereof but in such case, this Policy shall continue to be in force for the benefit

only of the said party for ten (10) days after notice to such party of such cancellation, and shall then cease and the Insurer shall have the right of like notice to cancel this Policy.

6. **No claims discount**

If You do not lodge a claim during the current Period of Insurance, We will discount Your Premium for the ensuing Period of Insurance by the following scale.

Number of years claim free	Discount
One year	5%
Two consecutive years	10%
Three consecutive years	15%
Four or more consecutive years	20%

However, if a claim occurs in the current Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance has been calculated and advised to You, We reserve the right to send an amended renewal Schedule detailing the adjusted Premium payable excluding a no claims discount.

Condition 6 does not apply to **Section 4, Section 5 and Section 6.**

7. **Other insurance(s)**

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

8. **Payment of Premium**

We will insure You as set out in the Policy and the Schedule, provided that We, or the intermediary through whom the Policy is effected, receive the Premium in full within thirty (30) days of the inception date of the Period of Insurance.

If the Premium is not paid and received within thirty (30) days, the cover under the Policy will be terminated and cover will never have attached.

9. **Policy cancellation**

You have fifteen (15) days after affecting the Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium in full, without charging minimum retention of HK\$500. Your rights thereunder do not apply if You have made or are entitled to make a claim.

You may cancel the Policy at any time after the fifteen (15) days cooling-off period, in which case We will retain the Premium on a pro rata basis according to the actual period on risk, subject to a minimum retention of HK\$500.

- When Your Home Contents or Building is a total Loss or Damage and We have paid out the total Sum Insured, the cover under **Section 1** or **Section 2** ceases. If You replace Your Home Contents or rebuild Your Building You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date, You may not have cover and Your Policy may be cancelled. If Your payment is dishonored You may not have the cover, and Your Policy may be cancelled. We will give You written notice of cancellation.
- We may cancel the Policy by giving fifteen (15) days' notice to You by registered mail to Your last known address, in which case, You shall be entitled to a return of the Premium proportionate to the unexpired period of cancelled insurance. Proof of mailing shall be sufficient proof of notification.
- Where We have paid claim under any Section that Section of Your Policy is deemed to have been fulfilled and there is no refund of any Premium.

Further, We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim, if You:

- do not comply with the cover conditions as detailed in the policy wording; or
- make a fraudulent claim.

10. **Reinstatement of Sum Insured (Limit of Liability based on Event)**

After We have admitted liability for a claim, We will automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount pursuant to section and item coverage limit. However, where the Sum Insured of the claimed section has been fully exhausted by such claim, the Sum Insured of that section shall not be reinstated.

We may at Our option charge an additional Premium based on the amount of the claim and the unexpired term of the Policy.

This condition does not apply:

- (a) when We pay a total loss or constructive total loss;
- (b) when We pay the full Sum Insured;
- (c) to **Section 1** - Events 6, 7 and 12;
- (d) to Section 4;
- (e) to **Section 5** - Event 1.(a)(ii).

11. **Right of Third Parties**

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP.623) or any other applicable law to enforce any term of this Policy.

12. **Sanctions**

We will not provide cover nor be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our QBE Group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.

13. Unoccupancy

We do not cover Loss or Damage during any period exceeding ninety (90) consecutive days during which Your Building has been left uninhabited, unless You have Our written consent noting unoccupancy.

The period of ninety (90) consecutive days will be deemed to have commenced from the time of last habitation without regard to the inception date or renewal date of the Policy.

To have been inhabited Your Building must have been lived and slept in for at least two (2) consecutive days and have been furnished to provide a reasonable standard of facilities for permanent occupation as a domestic residence.

14. Precautions

All members of Your Household must take all reasonable steps to prevent or minimize loss, damage or Accident and maintain the insured property in a sound condition and good repair, and

- (a) take all reasonable care to maintain Your Home and all Home Contents and everything used in Your Home in sound condition;
- (b) take reasonable steps to safeguard the insured property or prevent Accidents and minimize loss, damage or liability;
- (c) take all reasonable precautions to prevent bodily injury and Property Damage; and
- (d) comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

15. Claim Notification

As soon as You discover that something has happened that is likely to result in a claim, You must:

- (a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- (b) inform the police immediately following Theft, vandalism, malicious or intentional damage, or misappropriation of Money or property;
- (c) promptly inform Us with all details of the incident, by e-claims system on QBE's website [eClaims](#) | [QBE HK](#) within thirty (30) days after the incident;
- (d) provide details of what has occurred together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to

provide; You must submit all claim supporting documents to Us no later than twelve (12) months from the date of the Event giving rise to the claim, unless We have agreed otherwise in writing;

- (e) comply with all the requirements of the Policy and give Us all information and assistance which We reasonably require in relation to the claim and any proceedings, allow Us to access to any and all documents that We reasonably require to ascertain the maintenance history of Your Home Contents or Building;
- (f) provide written statements under oath if We require it;
- (g) be interviewed about the circumstances of the claim, if We require this;
- (h) allow Us to inspect Your Home Contents and/or Building and take possession of any damaged item to deal with it in a reasonable way; and
- (i) provide Us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

You must not:

- (a) admit guilt or fault (except when dealing with law enforcement authorities or regulatory entities)
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure. When a claim is admitted under the Policy, We have right at Our discretion to exercise all Your legal rights relating to the claim, and to do so in Your name. We will take full control of the administration, conduct or settlement of the claim including any recovery or defense that We may consider is necessary;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without first seeking Our approval; and
- (e) get repairs done, except for essential temporary repairs, until We give You authority and subject to Our right to choose the repairer or supplier.

16. **Burden of Proof and Evidence of Loss**

The insured shall bear the burden of proving, on the balance of probabilities, that:

- (a) a Loss or Damage has occurred during the Period of Insurance;
- (b) the Loss or Damage arises from an insured Event; and
- (c) the Loss or Damage is not excluded by any term, condition, limitation or exclusion of this Policy.

Where the Insurer relies upon an exclusion, limitation or condition precedent, the Insurer shall bear the burden of establishing that such exclusion, limitation or condition applies, unless this Policy expressly provides otherwise.

The insured must, at his/her/its/their own expense, provide such information, documentation and evidence as the Insurer may reasonably require establishing the ownership, validity, cause and amount of any claim.

Failure to provide satisfactory proof may result in the claim being declined or reduced to the extent that the Insurer is prejudiced.

17. **False or Misleading Information**

We may deny Your claim, if You are not truthful and frank in any statement You make in connection with a claim, or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the police for further investigation.

18. **Salvage Value**

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

19. **Contribution**

Where a claim covered under the Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

GENERAL EXCLUSIONS – what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other Loss or Damage, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. **Act of Terrorism**

Any Act of Terrorism where such act:

- (a) is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination; or is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism.

2. **Asbestos**

Any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3. **Electronic Data**

- (a) Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or the misappropriation of Electronic Data;
- (b) Error in creating, amending, entering, deleting or using Electronic Data;
- (c) Total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or
- (d) Computer Virus.

However, cover is otherwise provided by the Policy for losses to Electronic Data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped therefrom, sonic boom, Theft which is a consequence of Theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labor disturbances which do not assume the proportions of or amount to an uprising, storm, rainwater, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

4. **Intentional damage**

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Your Building, Home Contents or persons.

5. **Nuclear**

Ionising radiation from, or contamination by radio-activity from:

- (a) any nuclear fuel or nuclear waste; or
- (b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
- (c) nuclear weapons material.

6. **Cyber and data loss**

Notwithstanding any provision to the contrary within this Policy or any Endorsement to hereto this Policy excludes any:

- (a) cyber loss;
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data; regardless of any other cause or Event contributing concurrently or in any other sequence thereto.

7. **War**

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or popular rising, use of military or usurped power, martial law, looting, sacking or pillage following any of these, or the expropriation of property.

8. **Lawful seizure**

The lawful seizure, detention, confiscation, nationalization or requisition of Your Building.

9. **Unexplained or mysterious disappearance**

Loss or Damage caused by any unexplained or mysterious disappearance.

10. **Consequential loss**

Loss or Damage that does not arise directly from the insured Event.

11. **Unauthorized structures and unauthorized Building works**

Loss or Damage caused by any unauthorized structures and/or unauthorized Building erection demolition repair installation and renovation works on or within the Building. For the purpose of this clause the meaning of unauthorized Building structures and unauthorized Building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

12. **Land Movement and Slope Displacement**

Damage caused by movement, failure, collapse, subsidence, erosion, or any other form of displacement of any natural slope or landform, whether gradual or sudden, and whether such movement is attributable to natural or man-made causes.

OTHER IMPORTANT INFORMATION

Proof of ownership and value

Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.

Limit of Liability

Unless specified in the Schedule of policy, the insurer's liability under this Policy shall not exceed the Sum Insured amount of each Section.

You must disclose all previous claims

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance, which include but are not limited to: (a) change in Your identity in the usage of the Home (i.e. whether You are owner (self-occupied), occupier, Tenant or Landlord), (b) any permanent move of You so You no longer live in the home, or (c) change in circumstance which would increase the possibility of loss or damage or legal liability.

The Company reserves the right to adjust the Premium, and/or revise terms and conditions of this Policy according to the change in Your identity in the usage of the Home.

24-hour home assistance services

Access to a Worldwide Emergency Assistance network operated by Our appointed service provider for the following free referral services:

- (a) a registered electrician to effect immediate repair in case of malfunction of any electrical home appliance at Your home;
- (b) a licensed plumber to effect immediate repair in case of clogging bursting or overflowing of water supply system at Your home;
- (c) a locksmith to effect immediate access in case You are accidentally locked out of Your home;
- (d) arrange a house call by a duly registered doctor or an appointment with a dental practitioner at Your home.

If You elect to use any of these services all costs incurred will be at Your expense and at Your own discretion. We are not liable for any Loss or Damage arising from the use of such services.

The contact number can be found via brochure and official website at [Personal Insurance | QBE HK](#). You should call the hotline of Our appointed service provider and state:

- (a) Your name, policy number and the address of Your home;
- (b) the telephone number where Our appointed service provider can reach You or Your representative; and
- (c) a brief description of the situation and the nature of help required.

PERSONAL INFORMATION COLLECTION STATEMENT

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

- (a) The personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- (b) The personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes).
- (c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
 - (i) third parties providing services related to the administration of my/our policy (including reinsurance);
 - (ii) financial institutions for the purpose of processing this application and obtaining policy payments;
 - (iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - (iv) another member of the QBE group (for all of the purposes stated in (b)) in any country; or
 - (v) other parties referred to in QBE's Privacy Policy for the purposes stated therein.
- (d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

QBE Hongkong & Shanghai Insurance Limited

Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

Email: info.hk@qbe.com.hk
- (e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.
- (f) That in the event of differences between the English and Chinese, the English version shall prevail



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