

POLICY WORDINGS

# ALLIANZ HOME PROTECT

## 安聯 家居保障

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& Specialty SE  
(incorporated in the Federal Republic  
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Allianz 

## ALLIANZ HOME PROTECT

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Allianz Global Corporate & Specialty SE Hong Kong Branch** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

**THE COMPANY AGREES** subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Policy Schedule or any part of such property be destroyed or damaged as covered under this Policy during the Period of Insurance stated in the Policy Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay the Insured the Market Value or Sum Insured (whichever is the lowest) of the Property Insured at the time of the happening of its destruction, less any excess and amounts which the insured is required to

bear under the policy.

**PROVIDED THAT** the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Policy Schedule to be insured thereon or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

**PROVIDED ALWAYS** that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## POLICY CONDITIONS

### 1. IDENTIFICATION

This Policy and the Policy Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear.

### 2. RIGHTS AGAINST COMPANY

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued.

### 3. RIGHT OF CLAIM

The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured of

the claim proceeds shall in any case absolutely discharge the Company's liability hereunder.

### 4. SUM INSURED

The liability of the Company in respect of loss or damage during any one Period of Insurance shall be subject to the relevant limit of amount payable as set out in this Policy and in any event shall not exceed the amount stated against each item respectively specified in the Policy Schedule, or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

### 5. CONTRIBUTION (DUPLICATE COVERAGE)

In the event of other policies covering the same loss or damage to the Property Insured, the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim.

### 6. CLAIMS (ACTION BY INSURED)

The Insured shall on the happening of any loss or damage to the Property Insured give immediate notice thereof in writing to the Company and shall at his own expense within sixty days after the happening of such loss or damage deliver to the Company a claim in writing (in such form as the Company may require) with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.

If the Company shall elect to reinstate any Property Insured, the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.

The Insured shall on receiving notice of any accident or claim arising under Section II give immediate notice thereof in writing to the Company and as soon as possible supply full

particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the Company's consent.

### 7. POSSESSION RIGHTS

The Company shall be entitled:-

On the happening of any loss of or damage to the Property Insured to enter any building where the loss or damage has happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and license for such purpose. No property may be abandoned to the Company.

To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

### 8. FORFEITURE OF BENEFITS

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within twelve months after such rejection; or (in the case of an arbitration taking

place in pursuance of condition 12 of this Policy) within twelve months after the arbitrator or arbitrators or umpire shall have made their award, all benefits hereunder shall be forfeited.

#### **9. AUTOMATIC RENEWAL CLAUSE**

It is noted and agreed that subject to the terms and condition and payment of premium, this policy shall be renewed upon expiry until a notice of cancellation has been received.

#### **10. CANCELLATION**

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the pro rata premium or minimum premium. The Policy may also be cancelled by the Company by seven days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

#### **11. FREE LOOK PERIOD (NOT APPLICABLE TO RENEWAL POLICIES)**

Within 14 days after the delivery or issuance of the policy (whichever is earlier), should the Insured decide not to continue with the Policy for any reason, it may be returned to the Company for cancellation. Any premium and levy paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any loss, damage or liability sustained or incurred.

#### **12. ARBITRATION**

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as

arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award.

And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

#### **13. REASONABLE CARE**

The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the Property Insured, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or

damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

The Insured shall notify the Company in writing in the event of any change in the tenancy and/or occupancy of the property and/or of any increase of hazard and/or any alterations to the design, structure and material used in the Property Insured.

The Insured shall duly comply with and observe all laws, regulations, codes, guidelines and the like of:

- i) any governmental or regulatory authority in Hong Kong Special Administrative Region (hereinafter called "Hong Kong") responsible or having jurisdiction over fire safety standards; and/or;
- ii) any other statutory obligation including notice given and requirements made pursuant to same the breach and disregard which may affect or increase the risk.

#### **14. MARKET VALUE**

For the purpose of this Policy, the term Market Value shall mean the value of the Property Insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a duly qualified loss adjuster to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, duly qualified loss adjuster shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

#### **15. GEOGRAPHICAL LIMIT OF PROPERTY INSURED**

The cover of this Policy is restricted to properties within the territory of Hong Kong.

#### **16. GOVERNING LAW AND JURISDICTION**

This Policy shall be construed according to and governed by the laws of the Hong Kong.

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise; and costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Hong Kong.

#### **17. EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of the Policy.

## 18. SUBROGATION

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

## GENERAL EXCEPTIONS

This Policy does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-

a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

b) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

c) Any act of terrorism

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

public, or any section of the public, in fear.

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

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

2. (a)(i) Loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated.

(ii) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.

3. Consequential loss or damage of any kind

whatsoever.

4. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) asbestos, or  
(b) any actual or alleged asbestos related injury or something involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## SECTION I – LOSS OR DAMAGE TO THE HOME CONTENTS

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, to the Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Insured or any member of his family normally residing with him whilst contained in the Private Dwelling which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Policy Schedule.

The Company will by payment or at its option by reinstatement or repair indemnify the Insured.

Provided that:

a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than twenty (20) percent of the basic sum insured of the Contents unless such article is specially declared as a separate item.

b) For Valuables, which expression shall include

jewellery, items of gold, silver or other precious metals and stones, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments (not pianos) belonging to the Insured or any member of his/her Family, are limited to two (2) percent of the basic sum insured of the Contents per item and the aggregate limit per event shall not exceed thirty five (35) percent of the basic sum insured of the Contents.

This section does not cover:

(a) Loss or damage arising from Uninsurable Risk, which expression shall mean:

- Wear and tear, depreciation, inherent defect, gradual deterioration, rust or oxidation, warping or shrinkage.
- Rot, fungus, woodworm, beetle, mildew, moth or vermin
- Any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- Mechanical defects in or the mechanical derangement or mechanical breakdown of any article or malfunction of electronic equipment.
- Infidelity or dishonesty by the Insured, any member of the Insured's family or household or any of the Insured's employees.
- Consequential loss of any kind.
- Landslip or subsidence

(b) Watercraft (other than hand-propelled), hovercraft, boats and outbound motors of their accessories and spare parts

(c) Standing timber, growing crops and plants.

(d) The scratching or denting of any article or cracking of china, earthenware, marble, gramophone records and/or articles of a brittle nature, unless caused by burglars, thieves and/or fire.

(e) Loss of or damage to deed, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts,

medals and coins.

(f) Loss or damage of property in transit other than within the building specified in the Policy Schedule.

(g) Loss or damage to vehicle (other than lawnmowers and pedestrian controlled gardening implements for home use only), livestock, pets and animals.

(h) Property which are more specifically insured, or which are held or used in connection with any profession, business or employment.

(i) Theft or malicious damage if the location of risk becomes unoccupied for a period of more than 30 consecutive days.

(j) Theft if any part of the location of risk is lent or let, unless force is used to enter the location of risk.

(k) Theft or malicious damage by the Insured domestic servants or any members of the Insured's family or household.

(l) Theft by deception, unless deception is used to enter the location of risk.

(m) Contents on roof or in open area

(n) Mobile/ portable radio telecommunication equipment including mobile/ portable telephones and pagers

## ADDITIONAL BENEFITS (SECTION I)

### 1. INTERIOR DECORATION / HOUSEHOLD IMPROVEMENT

The Company shall indemnify the Insured for loss or damage on household improvement including improvements and betterments on walls, windows, ceiling, floors and doors.

The maximum amount payable under this benefit shall not exceed the basic sum insured of the contents.

### 2. HOUSEHOLD REMOVAL

The Company shall indemnify the Insured for loss or damage to Contents in the course of removal by professional removers from Insured's

home to Insured's new permanent residence within Hong Kong but excluding:-

(a) Valuables

(b) Glass, earthenware and other items of a fragile nature which are not sufficiently and suitably packed by professional removals / packer

The maximum amount payable under this benefit shall not exceed the basic sum insured of the Contents.

### 3. TEMPORARY REMOVAL

The Company shall indemnify the Insured for loss or damage to Contents up to 14 days whilst temporarily removed from the Private Dwelling but remaining in Hong Kong for renovation, maintenance, cleaning, repair, modification or dyeing, but excluding:-

(a) Property removed for sale or exhibition;

(b) Theft as regards property in transit or on the person, if and so far as such property is not otherwise insured.

The liability of the Company under this cover will be limited to 15% of the basic sum insured of the Contents.

### 4. TEMPORARY STORAGE OF FURNITURE

The Company shall indemnify the Insured for loss or damage to Contents whilst temporarily stored for up to 30 days in a furniture depository within Hong Kong subject to a maximum amount stated in the Policy Schedule.

### 5. ALTERNATIVE ACCOMMODATION

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

The maximum amount payable under this benefit

shall be in addition to the basic sum insured of the Contents.

The Company do not apply any excess for this benefit.

### 6. WINDOW/DOOR REPLACEMENT

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

The Company do not apply any excess for this benefit.

### 7. DOMESTIC SERVANT'S PROPERTY

The Company shall indemnify the Insured for loss or damage to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Insured's domestic servants, if and so far as such property is not otherwise insured, whilst in the location of risk in which such servants are residing with the Insured or any member of his family normally residing with him. The Company does not cover loss due to failure to observe the terms and conditions of the Policy by the Insured's domestic servants as if he or she were the Insured.

The maximum amount payable under this benefit shall be in addition to the basic sum insured of the Contents.

### 8. HOME CONTRACTING WORKS

The Company shall indemnify the Insured for damage or loss to Contents in respect of the contract works carry out by contractor at the Insured premises during the period of decoration and/or renovation for up to 2 months provided the liability of the Company is limited up to the maximum amount stated in the Policy Schedule.

The Company shall not indemnify the Insured for:

(a) Loss or damage which is foreseeable having regards to the nature of the construction work or the manager of its execution.

(b) The cost of loss prevention or minimization measures which become necessary during the period of insurance.

(c) Consequential loss of any kind.

(d) Loss or damage due to faulty design.

(e) Loss or damage discovered only at the time of taking inventory.

The Company do not apply any excess for this benefit.

### 9. EMERGENCY CASH ALLOWANCE

The Company shall reimburse the Insured an amount as stated in the Policy Schedule as a result of a loss event covered by Section I of the Policy for the purchase of essentials items of clothing and personal effects.

The Company shall make the payment for the above benefit only after the loss has been ascertained to be a valid claim under Section I and which rendered the property insured to be uninhabitable for at least 5 days.

The maximum amount payable under this benefit shall be in addition to the basic sum insured of the Contents.

The Company do not apply any excess for this benefit.

## CLAUSES (SECTION I)

### 1. EXCESS CLAUSE

Unless specifically mentioned, the Company shall not pay the first HK\$250 in respect of each and every claim under this Section with the exception of:-

(a) Water damage claim: HK\$500

(b) Household removal: HK\$1,000

(c) Landslip & subsidence: HK\$10,000 or 10% of loss whichever greater

## 2. LIMIT OF AMOUNT PAYABLE

The maximum aggregate amount the Company will pay in respect of Section I of this Policy is the basic sum insured of the Contents unless otherwise specified in each clause.

## 3. LANDSLIP & SUBSIDENCE CLAUSE

This policy shall extend to cover loss or damage to the Property Insured caused by landslip or subsidence and/or heave of the site on which the buildings stand or land belonging thereto, excluding:-

(a) in respect of each and every loss the amount stated in the Policy Schedule.

(b) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.

(c) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Property Insured are damaged by the same cause and at the same time.

(d) loss or damage occasioned by happening through, or in consequence of:

\* coastal or river erosion.

\* demolition, structural alteration or structural repair.

\* defective design or inadequate construction of foundations.

## SECTION II – PERSONAL LIABILITY

The Company agrees subject to the terms, exclusions and conditions contained herein or endorsed hereon to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of occurrences as hereinafter set forth happening anywhere within Hong Kong as stated in the Policy Schedule in respect of:

(A) All sums which the Insured shall become legally liable to pay for compensation in respect of:

(1) bodily injury, illness or accidental death of any person

(2) loss of or damage to property  
Occurring within Hong Kong during the Period of Indemnity as a result of an accident and happening or caused as described in the Policy Schedule:

(B) All costs and expenses of litigation

(1) recovered by any claimant against the Insured

(2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of the Policy in so far as they can apply.

For the purpose of this Section, Insured shall include all Family Members as owner/occupier of the location of risk. Family Members shall mean the Insured's spouse, children, parents and relatives normally living with the Insured.

### Exceptions:

The indemnity expressed in this Policy shall not apply to:

(1) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

(2) liability in respect of

(a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of employment of such person by the Insured, any sums payable by the Insured under legislation relating to occupational injury or illness

(b) Liability in respect of injury to any person who is a member of the Insured's own family or a member of the Insured's household.

(3) liability in respect of loss of or damage to property

(a) belonging to the Insured

(b) in the charge or under the control of the Insured or any servant or agent of the Insured

(4) liability in respect of injury, illness, loss or damage caused by or in connection with or arising from

(a) The ownership or possession or use by or on behalf of the Insured of any animal (other than dog or cat) aircraft, motor cycle, vehicle, vessel or craft of any kind.

(b) The ownership possession or use by or on behalf of the Insured of any land or building.

(c) Any employment profession or business of the Insured or anything done in connection therewith or for the purpose thereof.

(d) The carrying out of any alterations, additions, repairs or decorations.

(5) liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, mutiny, revolution insurrection military or usurped power, strike, riot, or civil commotion

(6) (a) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission

(b) any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

In these Exceptions:

(a) the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks

(b) the expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air

## SECTION III – WORLDWIDE ALL RISKS

In consideration of an additional premium, the Company hereby agreed and declared that the insurance under this Policy shall include reinstatement or repair of loss of or damage of personal effects belonging to the Insured against any accidental physical loss of or damage occurring anywhere in the world, subject to a maximum amount stated in the Policy Schedule.

The Company will not cover :-

1) Contact or corneal lenses.

2) Specially held items.

3) Theft

i) by deception

ii) from any unattended vehicle, unless all windows, doors, luggage compartment, boot, sunroof and windscreen are completely closed and securely locked

iii) of any pedal cycle away from the home not

securely locked at the time of loss

- 4) Loss or damage to any pedal cycle while being used for racing or reliability or time trials.
- 5) Malicious acts by Insured or Insured's family
- 6) Loss or damage arising from uninsurable risks
- 7) Valuables and personal effect separately and specially insured under any other Policy
- 8) Detention, seizure or confiscation by customs or other officials
- 9) Mysterious disappearance or unexplained loss.
- 10) Mobile/ portable radio telecommunication equipment including mobile/ portable telephones and pagers

## **ADDITIONAL BENEFITS (SECTION III)**

### **1. LOSS OF PERSONAL DOCUMENT**

The Company will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards, passports and other personal documents including identity card and any certificate of identity for Insured due to accidental loss or damage.

### **2. LOSS OF PERSONAL MONEY**

The Company will indemnify the Insured against accidental loss or theft of Money or unauthorized use of cash card anywhere in the world, but the Company will not cover loss:

- (a) Which is not reported within 24 hours of discovery to the local police authority
- (b) Caused by depreciation, confiscation or shortage due to errors or omissions
- (c) Arising from uninsurable risks

### **3. UNAUTHORIZED USE OF CREDIT CARDS**

The Company will pay for pecuniary loss due to unauthorized use of credit cards.

## **CLAUSES (SECTION III)**

### **1. EXCESS CLAUSE**

The Company shall not pay the first HK\$200 in respect of each and every claim under this Section unless specifically mentioned

### **2. LIMIT OF AMOUNT PAYABLE**

The maximum aggregate amount the Company will pay in respect of Section III of this Policy is the amount stated against each item respectively specified in the Policy Schedule unless otherwise specified in each clause.

**OPTIONAL EXTENSIONS**  
(not included unless specified in the Policy Schedule)

**SECTION IV – MORTGAGE LOAN INSTALMENT PROTECTION**

The Company will indemnify the Insured monthly loan instalment of the Insured's Building in the event of:

i) Loss or damage to the Insured's Building (where the loss exceeds 15% of the reinstatement value of the mortgaged residential building, ascertained by the adjuster if necessary).

The Company will indemnify the Insured to cover the monthly loan instalment amount due and payable under the Insured's Mortgage Loan Agreement only for the duration of repair work for the loss or damage to the Insured's Building as determined by the adjuster with a minimum one (1) monthly instalment up to a maximum of six (6) monthly instalments or up to the remaining loan balance or up to the maximum indemnity limit based on the amount stated in the Policy Schedule, whichever lower.

ii) Death or Permanent Disablement.

The Company will indemnify the Insured to cover the monthly loan instalment amount due and payable under the Insured's Mortgage Loan Agreement as a consequence of Accidental Death or Total Permanent Disablement up to a maximum of six (6) monthly instalments or up to the remaining loan balance or up to the maximum indemnity limit based on the amount stated in the Policy Schedule, whichever lower.

Any payment made under this section shall reduce the Sum Insured by that amount from the date of Accident until the expiry of the Period of Insurance. In the event of a total of one hundred per cent (100%) of the Sum Insured having been

paid during the Period of Insurance, all coverage hereunder shall immediately cease to be in force.

Benefits above are subject to the following:

- (a) Where the house which is the subject matter of the Mortgage Loan Agreement is purchased under joint names with more than one (1) Person, each of the Persons shall be entitled to an equal proportion of the Sum Insured. In the event of Death or Total Permanent Disablement of one (1) of the Person, the claim payout shall be on a proportionate basis. (Applicable for benefit (ii) only)
- (b) The coverage shall immediately cease to be in force once the Mortgage Loan is fully paid.
- (c) This coverage will cease to apply in the event the Insured dispose the house which is the subject matter of the Mortgage Loan Agreement.
- (d) The coverage (ii) is not applicable for company registered owner.

"Accident" means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

"Permanent Disablement" means when injury does not result in death to the Insured within (365) days from the Date of Accident but result in 100% absolute disablement from engaging in or giving attention to profession or occupation of any kind.

100% absolute disablement in this context shall mean as below:

- Loss of both hands or both feet
- Loss of sight of both eyes
- Loss of one eye and one hand
- Loss of one eye and one foot
- Total paralysis (from the neck down)
- Permanent quadriplegia  
(loss or permanent total loss of use of four

- limbs)
- Loss of one foot or one hand
- Loss of sight of one eye
- Insanity
- Loss of hearing of both ears
- Loss of speech.

**SECTION V – LANDLORD INSURANCE**

**1. MALICIOUS DAMAGE BY TENANT**

The Company shall pay for the loss or damage to the Property Insured caused by malicious act of the Insured tenant up to the limit stated in the Policy Schedule. However, the Company will not pay for loss or damage resulting from:

- (a) Wear and tear of the insured property; or
- (b) Poor housekeeping by the Insured's tenant or a member of their immediate family or the Insured's tenant's invitees; or
- (c) Cost of cleaning, re-decorating, painting or wall-papering unless physical structure damage has occurred to the insured property.

**2. INCONVENIENCE OF TENANT RUNAWAY**

The Company shall pay the Insured a lump sum amount as stated in the Policy Schedule in the event that the Insured suffer the inconvenience of having to find a new tenant to replace the Insured's existing tenant who ran away without giving the Insured any notice (written/oral). This benefit is limited to only two (2) times in every 12 months.

**3. LEGAL FEES FOR LETTER OF DEMAND**

Upon the Insured request, the Company shall send a Letter of Demand on behalf of the Insured to the Insured's tenant upon default of rent one (1) month past due date as stated in the tenancy agreement. This benefit is limited to a maximum of two times a year upon default of rent one (1) month past due date as stated in the tenancy agreement.

**WARRANTIES (SECTION V)**

**1. LANDLORD'S RESPONSIBILITY**

There must be a duly stamped Tenancy Agreement with the tenant that complies with all the requirements of Hong Kong legislation. The term of the lease period must be at least one (1) year with a minimum one (1) month security deposit.



## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## **NOTICE**

For all intents and purposes where there is a conflict or ambiguity as to the meaning in provisions of other languages of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

**THIS POLICY AND ITS CONDITIONS SHOULD  
BE EXAMINED AND IF INCORRECT,  
RETURNED AT ONCE FOR ALTERATION.**

## 安聯家居保障

本保單的訂立乃基於本保單所載的受保人已支付了本公司同意接受的保費以及按照受保人列於申請書上的事實資料(或在受保人投保本保險時提供)及在受保人提交申請書時所披露的任何資料(或在受保人投保本保險時提供)。受保人所提交的事實資料和所披露任何的資料應構成受保人和安聯環球企業及專項保險-香港分公司(以下簡稱“本公司”)之間所訂立之合約的一部分。如受保人在合約訂立前就任何事實資料或披露事項作虛假陳述,可能導致受保人的保險合約無效、被拒或減少受保人的索賠、更改保險合約條款或終止保險合約。

本保單反映了受保人與本公司雙方同意達成的保險合約之條款和細則。

**本公司同意**本協議條款和細則,或在此認可或更改或以其他方式表示,如上述保障附表中描述受保的財物或該財物的任何部分,在附表中註明的保險期間或受保人已支付、本公司已接受本保單續保所需的保費的任何後續期間內、因本保單受保風險而導致受保的財物損失或損毀,本公司會賠付予受保人該受保財物在損毀發生時的市場價值或投保額(以較低者為準),及減去受保人根據保險條款所需承擔的自負金額。

**無論在任何情況下**,本公司履行之責任均不超過在保障附表中所列明的投保金額或在已簽署的更改附表中由本公司或代表同意之投保額。

**本公司根據**本保單因任何責任而需要作任何支付的先決條件乃受保人需完成或遵守履行任何相關列明於保單和更改附表上的條款及細則。

## 保單條款

### 1. 認別

本保單及保障附表應被視作同一份合約一併閱讀。在本保單或保障附表的任何部分中具有特定意義的任何詞彙或字句,在整份合約中均具有該等特定意義。

### 2. 支付賠償

除另有明確說明,否則本公司不對受保人以外的任何人士給予本公司任何權利。此外,本公司不得以任何方式轉移受保人的利益,除已身故或在其他情況下因法律施行為由,及直至本公司認可其更改,才能繼續受保。

### 3. 索賠權

本保單賠償的權益只供受保人擁有。所有索償均須由受保人或其代表申報,受保人所簽定的責任解除書將視為本公司完全履行所有因是次損失或損毀的法律責任。

### 4. 投保額

於受保期間導致的損失或損毀,本公司的責任將限於本保單上每單一事件可支付的相關保額及在任何情況下不會超過損毀時各分項的受保金額或大於保障附表中列明的投保額或高於其他由本公司或本公司的代表在此保險單內簽署或更改附表取代之金額。

### 5. 分攤賠款(多於一份保障)

若受保財物發生損毀或損失時,受保人同時為此損毀財物另有其他保險所保障,則本公司並不會賠付或分攤不多於其按比例分攤之索償。

### 6. 索償(由受保人採取行動)

若受保人知悉有任何受保財物的損失或損毀時,導致或可能導致本保單作出索償時,受保人須立即或於發生損失或損毀的六十天內自費以書面形式通知本公司及因應合理要求下連同有關詳細資料和證明一併呈交。若因盜竊或任何意圖盜竊而造成損失或損毀,必須立刻通知警方。

若本公司選定恢復任何受保財物的原狀,受保人應提供所需的圖樣、尺寸說明書、數量等細節。

根據保單條款第二節引述,受保人在知悉任何已發生意外或索賠時應儘速向本公司以書面形式提供其所有詳細資料、及通知有關任何法令、傳票或其他已啟動之法律程序或受保人已被起訴,及

提供相關資料以協助本公司解決或抵制任何索賠或提出訴訟。

受保人在未經本公司書面同意下,不得就任何損害作出補償支出及在未經本公司同意下私自協商、支付、和解、承認授予或拒絕接受任何賠償。

### 7. 持有權利

本公司獲授權:-

在本保險單或其受本公司核實之複印本所賦予的權利下,本公司有權可進入蒙受損失或損毀之受保建築物,接收並持有受保財物以及以合理的方式處理殘值。受保人不得遺棄任何已經或尚未被本公司接管的財物。

本公司有權自費以受保人名義和為本公司的利益作任何全權決定、控制和進行任何訴訟和理賠及向第三方作責任追討追償。

### 8. 利益喪失

如以欺詐方式提出索償或受保人或其代表以欺詐的方式或手段圖謀本保險單的利益;或有關損失或損毀乃在受保人故意或縱容的情況下導致;或在索償申請被拒絕後十二個月內不採取法律行動或展開訴訟;或(在根據本保險單第 12 條的規定而作出仲裁的情況下)在仲裁人員裁判後十二個月內不採取法律行動或展開訴訟,則本保險單的所有利益將喪失。

### 9. 自動續保條款

除非茲收到書面通知取消此保單之續保,否則根據本保單的條款、細則及在保費繳交後,本保單將會於保單年度完結後作自動續保。

### 10. 取消保單

受保人可在任何時間以書面形式向本公司提出取消本保單的要求,而相關的保費應以本公司所收取或保留之按比例保費或最低保費的基礎調整。本公司亦可以書面形式給予受保人七(7)日通知後取消本保單,通知書將寄至受保人的最後登記地址,而相關的保費應以本公司所收取或保留

之按比例保費的基礎調整。

### 11. 免費審閱期(不適用於續保保單)

不論任何原因,如受保人決定不繼續本保單,可在本保單送達或發予受保人後起計 14 天內(以較先者為準),將本保單退回本公司取消。任何已繳保費及保費徵費將不附帶利息退還。在該等情況下,該保單應被視作從一開始已無效,及本公司無須為該保單承擔的任何損失、損害或責任負責。

### 12. 仲裁

若只就損失或損毀之賠償額發生爭議時,應以書面形式將之提交予一位被指派仲裁員作出裁決;如未能經由該仲裁員作出協議,則於兩個月內由雙方以書面方式委任各一名無利益關係人士為仲裁員。如任何一方在收到書面通知後兩個月內拒絕或未能指派另一名仲裁員,則另一方所委派之仲裁員將為唯一仲裁員。如兩位仲裁員之間有分歧,則應將爭議與進入仲裁前所書面委任之公斷人主持下審斷。任何一方之身故並不造成撤銷或影響仲裁裁決、仲裁員或公斷人的權限或權利;若在仲裁員或公斷人身故的情況下,則由該方或仲裁員(視情況而定)或公斷人所指派之接任人繼任。相關之費用及賠償額將由仲裁員或公斷人全權作出仲裁裁決。本保險單謹此明文規定及聲明須先獲得由仲裁員或公斷人對賠償額之裁決,方可對本保險單提出法律訴訟。

### 13. 合理預防措施

受保人作為受保財物之物主應盡全力保持受保財物處於良好狀態,當發現受保財物有任何缺陷,應儘快採取所有妥善護理措施及同時須根據情況防止損毀或損傷以維持受保財物應有的良好狀態。若本公司或任何個人或公共機構知悉受保人未有作出補救措施,本公司概不負責此缺失造成的損失或損傷。

凡受保人有意對租賃和/或佔用的受保物業的設計、結構和材料進行任何更改和/或令風險增加,必須先以書面通知本公司。

受保人應遵循適用法律、條例、業內守則及指引等:

i) 在香港特別行政區(下稱“香港”)司法管轄權下政

府或監管機構頒布之消防安全標準和/或;

ii) 接獲通知和無理會違反規定而可能影響或增加風險的任何法定責任。

#### 14. 市場價值

就本保單而言，市場價值應為受保財物出現破壞或損失時之當時市值及扣除其折舊及/或損耗後所得出之價值。

在本條款下，受保財物之市場價值乃指由本公司從製造商、授權代理人或代理人、授權經紀，授權經銷商或建築承建商取得在受保財物出現破壞或損失時及扣除其折舊損耗後的重置或修復估值。

如本公司未能從製造商、授權獨家代理人或代理人、授權經紀、授權經銷商或建築承建商取得對損失或損毀受保財物的估值，則由本公司及受保人共同委任的註冊理賠師提供。任何對本公司有關受保財物之市場價值而進行的法律訴訟中之最終的估值；將由製造商、授權獨家代理人或代理人、授權經紀商、建築承建商、有認可資格的理賠師來釐定。

#### 15. 受保財物的地理限制

本保單的覆蓋範圍僅限於香港境內的物業。

#### 16. 管制法例及司法管轄權

本保單須受香港特別行政區法律管轄，並須按照香港法律作詮釋。

本保單提供的賠償不適用於並非第一時間在香港特別行政區司法管轄及具有權威性之法庭內裁定或獲取之判決或由上述法庭因雙邊協議或其他原因加批在香港以外地方所發之判決上而獲取之命令；及由任何索償人向受保人追討不在香港發生和不在香港屬可追討的訴訟費用及開支。

#### 17. 合約權力除外（第三者權利）條例

任何人士或法人如不屬於本保單內一方，不能根據《合約（第三者權利）條例》（香港法例第623章）強制執行本保單的任何條款。

#### 18. 代位求償

本公司按照本保險單在支付賠款或恢復原狀價值之後而得的代位求償權利，受保人需同意及協助本公司向第三者追償或追究責任之一切必需或合理行動，不論本公司在賠償以前或以後提出要求，受保人均應同意辦理或允許本公司自費辦理。

### 一般除外責任

本保單不承保：

1. 因以下原因直接或間接所導致或產生的任何損失、毀壞:-

a) 戰爭、侵略、外敵行動、戰鬥或類似戰爭行動（不論是否已宣戰）或內戰，

b) 叛變、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、戒嚴或圍困狀態或任何導致宣告或實施戒嚴或圍困狀態。

c) 任何恐怖主義活動

恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事所採取的一項行動，包括但不限於使用武力或和暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府以及令公眾人士或/和其任何部份感到惶恐。

本保單並不承保任何因出現異常狀況所產生之直接或間接引起或通過或因而導致的損失、損毀及因施行應急措施而產生的費用或支出（無論是實質或其他狀態）。除非受保人證明此類損失、損毀或由施行應急措施而產生的費用或支出與這異常情況無關。

倘若本公司聲稱基於除外責任，本保單不保障任何損失、損毀或因施行應急措施而產生的費用或支出，受保人須提出任何相反舉證。

2. (a)(i) 有關住所所在國家或地方，不論在法律上或事實上之政府或公職、市政或地區當局下令對受保財物之充公、強迫徵用、收回、毀壞或損毀而產生或因產生或直接或間接導致的損失或損毀。

(ii) 由核武器物質直接或間接產生或引致或導致的損失、損毀或因施行應急措施而產生的費用或支出。

(b) 由任何核子燃料或由核子燃料因燃燒產生之任何核子廢物引致電離、輻射或輻射污染，而燃燒一詞須包括核子分裂之任何自發程序之直接或間接導致的損失、損毀或因施行應急措施而產生的費用或支出；但只在一般除外責任條款 (ii) 內適用。

3. 任何種類的相對應損失或損毀。

4. 任何由以下原因所涉及之直接或間接導致或所引致之索償或損失：

(a) 石棉，或

(b) 任何實際或指稱含有石棉所構成相關傷害，或涉及過程於使用、呈現、存在、檢測、移除、排除。

### 第一節 - 家居財物的損失或損毀

本公司為受保人賠償任何不可預見及突然發生的家居財物的實質意外損失或損毀，除非構成該等損失或損毀的原因屬本保單的不保範圍。家居財物泛指受保人或其通常同住家屬成員在受保私人住宅內的家居財物及個人物品（後述除外），而私人住宅則包括私人住宅房屋、單位或公寓及所有在保障附表中訂明的辦公室、畜舍、車庫及同一物業之相連附屬建築物。

本公司可選擇以付款或恢復其原狀或維修來賠償予受保人。

如若：

a) 任何一件物品（家具、鋼琴、風琴、家用電器、收音機、電視機、錄像機、音響組合設備及相類似物品除外）的賠償額不會超過基本投保額的百分之二十；除非該物品特別指明為單一項目。

b) 貴重物品是指屬於受保人或其家屬成員所擁有的物品，包括珠寶、金器、銀器或其他貴重金屬及寶石、手錶、攝影器材、望遠鏡、藝術品、古玩、皮草、樂器（不包括鋼琴）。每件物品的賠償額僅限於基本投保額的百分之二(2)及每次事故的的最高賠償不會超過基本投保額的百分之三十五(35)。

本章節不承保：

(a) 非受保風險引致的損失或損毀如下：

- 損耗、貶值、固有缺陷、漸進性退化惡化、腐蝕或氧化生銹、彎曲或收縮。
- 腐蝕、霉菌、蛀蟲、甲蟲、黴菌、飛蛾或害蟲。
- 任何受保財物處於清潔、染色、維修、修葺或恢復過程。
- 任何物件之機械性缺陷或擾亂或故障或電子儀器的故障。
- 受保人或其家屬成員或受保人的任何僱員不誠實或不忠實的行為。
- 任何種類相應的損失或損毀。
- 山泥傾瀉或地陷。

(b) 船舶(以人手推動除外)、氣墊船、船艇及外側發動機的配件及零件。

(c) 未伐採林木、培植中的農作物及植物。

(d) 任何刮花或凹陷物品或破裂之瓷器、陶器、大理石、唱碟及/或由易碎物料製成的物品，除因遭爆竊、盜竊及/或火災所引致。

(e) 有關契約、債券、匯票、期票、支票、證券、郵票、各類別文件、現金、流通鈔票、銀行錢幣、手稿、獎章及硬幣之損失或損毀。

(f) 運輸途中財物的損失或損毀但除卻發生在保障附表中列明的建築物內。

(g) 有關車輛(家用剪草機及行人道旁的園藝工具除外)、生畜、寵物及動物之損失或損毀。

(h) 由任何其他保險特別承保的財物或被持有或用作任何專業、商業或僱傭用途的財物。

(i) 受保居所連續超過三十天無人居住而遭盜竊或惡意破壞所造成的損失或損毀。

(j) 除以武力強行進入受保居所外，不論任何部

分出租或借出之受保居所遭盜竊所造成的損失或損毀。

(k) 遭受保人傭工或任何家屬成員盜竊或所造成之惡意破壞。

(l) 欺詐盜竊，除以欺詐手法進入受保居所外。

(m) 放置於屋頂或開放位置的家居財物。

(n) 流動或手提通信器材，包括流動/手提電話和傳呼機。

## 附加保障(第一節)

### 1. 室內設計 / 家居改善

本公司會賠償予受保人在家居改善之損失或損毀，包括裝修及粉飾牆壁、窗戶、天花、地板及門。

此受保項目的最高賠償金額將不超過家居財物之基本投保額。

### 2. 家居搬遷

本公司會賠償予受保人經由專業搬運公司從受保人的原先住宅搬遷到受保人於香港境內新的永久住宅期間所造成的家居財物的損失及損毀，但不包括:-

(a) 貴重物品

(b) 並未經由專業的家居搬運公司妥善及適當地包裝的玻璃器皿、陶器和其他易碎物品

此受保項目的最高賠償金額將不超過家居財物之基本投保額。

### 3. 臨時搬遷

本公司會賠償予受保人因其家居財物需臨時搬離私人住宅但在十四天之內仍保留在香港境內作翻新、保養、清潔、維修、修正或染色所造成的損失及損毀，但不包括:-

(a) 因銷售或展覽而需搬遷受保財物；

(b) 運輸途中或跟身運送時的財物被盜竊，而該財物並沒有另外承保。

本公司的責任將受限於家居財物的基本投保額的百分之十五。

### 4. 暫時存放的家具

本公司會賠償予受保人若其家居財物需暫時存放於香港境內的專業家具存倉內而最多三十天為限所蒙受的損失及損毀，但受限於本保障附表中列明的最高賠償金額。

### 5. 臨時居所

根據受保範圍第一節，本公司會賠償予受保人若其受保居所遭受損毀使其不適宜居住而於恢復原狀期間產生實際住宿的開支，但受限於本保障附表中列明的最高賠償金額。

此受保項目的最高賠償金額應另加在家居財物的基本投保額之上。

自負額不適用於此受保項目。

### 6. 更換窗戶/大門

本公司會賠償予受保人因強行或企圖強行進入受保居所因而需作相似但非更好的維修、更換或重置大門、鎖頭、窗戶的費用，但受限於本保障附表中列明的最高賠償金額。

自負額不適用於此受保項目。

### 7. 家傭財物

本公司會賠償予受保人或與其家屬成員通常同住於受保居所之家傭擁有的衣物或個人物品（不包括現金、外幣、貨幣及稅票）的損失或損毀而該財物並沒有另作承保。本公司不會保障因家傭未有遵守本保單的條款及細則而造成的損失或損毀。

此受保項目的最高賠償金額應另加在家居財物的基本投保額之上。

### 8. 家居裝修

本公司會賠償予受保人因承建商以兩個月為限在受保居所進行的裝修和/或翻新工程期間引致家居財物遭受之損失或損毀，本公司的責任只限於保障附表中列明之最高賠償額。

本公司不會向受保人賠償：

(a) 因工程性質或其執行時可預見的損失或損毀。

(b) 保險期間因採取預防或減低損失之措施所產生的費用。

(c) 任何種類的相應損失。

(d) 由於設計錯誤導致的損失或損毀。

(e) 僅在盤點時發現的損失或損毀。

自負額不適用於此受保項目。

### 9. 緊急現金津貼

本公司會賠償予受保人因保單第一節所涵蓋的受保風險引致的損失或損毀而令受保人須購買必需的衣物和個人物品所產生的費用，而賠償金額列於保障附表中。

本公司僅根據第一節並確定此損失或損毀為有效索償和受保居所最少五天不適宜居住後，才會支付上述賠償金額。

此受保項目的最高賠償金額應另加在家居財物的基本投保額之上。

自負額不適用於此受保項目。

## 條款（適用於第一節）

### 1. 自負額條款

除非另有訂明，否則根據本節所規定，本公司不會承擔每宗或每次索償的首港幣二百五十元:-

(a) 水損: 港幣五百元正

(b) 家居搬遷: 港幣一千元正

(c) 山泥傾瀉及地陷: 港幣一萬元正或損失之百分之十，以較高者為準

### 2. 賠償限額

除非另有訂明，否則本公司就第一節的最高賠償額將不會超過保障附表內列明的基本投保額。

### 3. 山泥傾瀉及地陷 條款

本保單延伸之保障包括由於山泥傾瀉或地陷及/或樓宇所在地起伏鼓起而造成受保財物的損失或損毀，但不包括:-

(a) 於保障附表列明的每宗或每次事故之損失的金額。

(b) 除非受保建築物或其附屬建築物或車庫因相同原因及同時蒙受損失或損毀，否則游泳池、露台、庭院、車道、行人道、牆壁、閘門或圍欄的損失或損毀並不包括在內。

(c) 除非受保建築物外牆下方的地基因相同原因及同時蒙受損失或損毀，否則實木地板的移動引致的或造成的損失或損毀不應包括在內。

(d) 因下列情況出現促使或引致之損失或損毀：

\* 沿海或河流的侵蝕。

\* 拆除、結構改造或結構修復。

\* 設計缺陷或地基工程錯誤。

## 第二節 - 個人責任

本公司在此保單所包含或認可之條款、除外條款及細則所規範下，同意根據保障附表所列明的賠償金額賠付予受保人因在香港境內發生以下事故負上法律責任而需支付的賠償：

(A) 受保人在法律上因以下情況需支付賠償的事項：

(1) 任何人士遭受身體損傷、疾病或意外身故

(2) 財物損失或損毀

於香港境內及索償期間，在保障附表所列明之意外、發生或引致的：

(B) 所有訴訟的開支及費用

(1) 任何索償人向受保人的追討

(2) 本公司書面同意下的開支

就本保單中的索償而言，是指對受保人給予索償人的補償。

如受保人身故，本公司會根據受保人引致的責任，按照此保單的賠償限額賠付給受保人的個人代表；該個人代表須如同受保人一般，完全遵守及履行

保單所載的條款、除外條款及細則。

在本節“受保人”應包括受保人的家屬成員，而家屬成員為受保居所的業主或佔用人。家屬成員亦意指受保人的配偶、子女、父母及通常與受保人同住之親屬。

### 除外責任：

本保單中的賠償不適用於：

- (1) 根據協議受保人假定及不存在於該協議中的責任。
- (2) 有關以下項目的責任
  - (a) 與受保人簽訂服務合約或擔任其見習生受僱於受保人期間受傷或患上疾病的任何人士，如在受僱於受保人期間發生任何有關受傷或疾病的責任，而根據法例受保人有責任支付有關工傷及職業性疾病的任何金錢
  - (b) 受保人的家屬成員及住戶成員的身體損傷之責任
- (3) 財物損失及損毀的責任
  - (a) 屬於受保人的財物
  - (b) 在受保人或其僱用人士或代理人看管或控制下的財物
- (4) 由以下事項引起或與之相關的身體損傷、疾病、損失或損毀之責任
  - (a) 受保人及其代表擁有、使用或管有任何飛機、電單車、汽車、船艇、其他機動器械、動物（貓及狗除外）
  - (b) 受保人或其代表擁有、使用或管有任何土地或建築物
  - (c) 受保人的職業或業務或任何相關或以此為目的的事項
  - (d) 進行任何改動、加建、維修或裝飾
- (5) 任何由戰爭、侵略、外敵行為、戰鬥（無論是否宣戰）、內戰、起義、叛變、革命、軍

事叛亂或篡奪權力、罷工、騷亂或內亂而引起之相應的責任

- (6) (a) 任何直接或間接由電離輻射或輻射導致或由核燃料或任何來自核燃料燃燒產生的核廢料的放射性污染的法律責任。燃燒一詞須包括核子分裂之任何自發程序之直接或間接導致的損失或損毀
- (b) 任何由核武器物質直接或間接產生或導致或由其造成的任何意外損失、毀滅、破壞或法律責任

在此不承保項目中：

- (a) 「汽車」指任何種類的機械帶有車輪或履帶
- (b) 「船隻或船舶」應指在水面或水中或在天空中航行的任何種類的船隻或船舶

### 第三節 - 全球性全險保障

就受保人已支付額外保費，本公司始同意及聲明本保單將包含受保人恢復或維修於世界任何地方因意外引致受保人的個人財物損失或損毀，但此賠償金額不得超過保障附表內列明的最高賠償限額。

本公司不承保:-

- 1) 隱形眼鏡。
- 2) 特別持有的物品。
- 3) 盜竊
  - i) 欺詐失竊
  - ii) 無人看管車輛內財物失竊（除非所有窗戶、大門、行李箱，啟動掣，天窗和擋風玻璃完全關閉並牢固上鎖）
  - iii) 單車位於家以外的地方失竊而且當時未有妥善上鎖
- 4) 任何在競賽或計時比賽中使用單車而招致的損失或損毀
- 5) 受保人或其家屬成員的惡意行為
- 6) 因不受保風險引起的損失或損毀
- 7) 在任何其他保單中已承保的貴重物品及個人財物

- 8) 被海關或其他官員拘留、扣押或沒收
- 9) 離奇失蹤或無法解釋的損失
- 10) 流動或手提通信器材，包括流動/手提電話和傳呼機

### 額外保障 (根據第三節)

#### 1. 遺失個人證件

本公司會支付予受保人因意外遺失或損毀而需申請補領的信用卡、護照及其他個人證件的合理及必要費用，此類文件包括身份證及任何身份證明文件。

#### 2. 金錢損失

本公司會賠償予受保人於世界任何地方意外遺失或盜竊的金錢或未經授權使用之提款卡的金錢損失，但本公司並不就下列損失承保：

- (a) 於發現損失後二十四小時內未有向當地警方報案
- (b) 因貶值、沒收或短缺而導致的錯誤或遺漏
- (c) 因不受保風險而引致的損失

#### 3. 未經獲授權使用信用卡

本公司會賠償予受保人因未獲授權使用信用卡而引致的金錢損失。

### 條款 (適用於第三節)

#### 1. 自負額條款

除非另有說明，否則根據本節所規定，本公司不承保每宗或每次索償的首港幣二百元正。

#### 2. 賠償限額

除非另有訂明，否則本公司就第三節的最高賠償額將不會超過保障附表內訂明的各項賠償限額。

## 自選保障 (不包括除非已列明在保障附表內)

### 第四節 – 按揭分期貸款保障

本公司就以下情況會賠償予受保人之建築物的每月分期貸款金額：

i) 建築物的損失或損毀（根據理賠師確認超出承接樓宇重置價值百分之十五的損失）

本公司會賠償予受保人經理理賠師確認受保建築物因損毀而進行維修工程期間並根據受保人的按揭貸款合約訂明之該月應付分期貸款，其該月分期貸款賠償為最少一個月至最多六個月的每月分期貸款或剩餘貸款餘額或保障附表之最高賠償限額，以較低者為準。

ii) 死亡或永久傷殘

若受保人因意外身亡或完全永久傷殘，本公司會賠償予受保人或其代表根據受保人的按揭貸款合約訂明之最多六個月的分期貸款或剩餘貸款餘額或保障附表之最高賠償限額，以較低者為準。

本節中已支付的賠償將由意外發生日起從保單中的投保額遞減，直至保險期屆滿。若本節中已支付的賠償達到投保額的百分之一百，本節將立即停止生效。

以上保障受以下各項所約束：

- (a) 如該受保物業以按揭貸款合約形式並超過一人的名義聯合購買，則每人有權享有均等的受保金額。如果當中一人身故或完全永久傷殘，賠償金額應按比例計算。（僅適用於保障(ii)）
- (b) 本保障當完全繳付按揭貸款後即告失效。
- (c) 本保障於受保人放棄按揭貸款合約下的物業即告失效。
- (d) 保障(ii)不適用於公司註冊人。

「意外」指直接和獨立於外來因素引致的任何突

發或不可預見及暴力事件，而非企圖自我傷害。

「永久傷殘」指在意外受傷但未有身亡所導致的百分之百完全傷殘，並於意外發生後計起三百六十五(365)天內完全不能從事或無法參與任何性質的工作或職業。

在本文中，百分百完全傷殘的意思如下：

- 喪失雙手或雙腳
- 雙目失明
- 喪失一隻眼睛及一隻手
- 喪失一隻眼睛和一隻腳
- 完全癱瘓（頸部以下）
- 永久性四肢麻痺（喪失或永久性完全喪失四肢之活動功能）
- 喪失一隻腳或一隻手
- 一隻眼睛失明
- 精神失常
- 喪失雙耳聽力
- 喪失說話能力

### 第五節 – 業主保險

#### 1. 租客惡意破壞

本保單會賠償予作為業主的受保人因租客的惡意破壞行為造成受保財物的損失或損毀，而此索償不應超過保障附表中列明的投保額。但本公司不會為以下原因造成的損失或損毀作出賠償：

- (a) 受保居所的損耗；或
- (b) 租客或其直系親屬或受邀人士導致的管理不善；或
- (c) 清潔、重新裝飾、油漆或牆紙的費用，除非受保居所出現結構性損毀。

#### 2. 租客失蹤

本公司會賠償予作為業主的受保人因租客在未有通知（書面/口頭）的情況下失蹤並未能尋找到新的替代租客而招致之不便，此賠償將根據保障附表所列的金額向受保人支付一次性賠償金額。此保障在每十二個月內只可使用兩次。

#### 3. 追討逾期租金的法律費用

根據受保人的要求，本公司在租賃合約中列明的還款到期日逾期超過一個月後將代表受保人向其租戶發出追討逾期租金信。

以上保障每年最多兩次，並如租賃合約所述，每次逾期租金繳付為超過一個月。

### 保證條文 (適用於第五節)

#### 1. 業主的責任

與租客簽訂的租賃合約必須已支付釐印稅，並符合香港法例所有規定。租期的期限必須至少為一年，並設有最少一個月的保證金。

## 制裁責任限制及不受保條文

任何再保險/保險公司不應被視為提供保障及再保險/保險公司不會承擔任何賠償或提供任何利益，如提供該等保障、支付該等索償或提供該等利益可能使再保險/保險公司受到聯合國決議的任何制裁、禁令或限制，或違反歐盟、美國的貿易或經濟制裁、法律或法規、及/或任何其他適用國家的經濟或貿易制裁法律或法規。

## 注意事項

就所有含義和目的而言，當合約任何部分的意思在所提供之其他語言中存在矛盾和含糊的地方，僅此同意以合約的英文版本為準。

本保單及其條款應予查核，如有不正確地方，請立即交回本公司修改。