

Breezy Home Insurance Plan - Householder Insurance

Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

Please remember that as Your needs change, so should Your insurance coverage. You must tell us immediately if any of your information is incorrect or changes.

The Policy is evidence of a contract between You and Us. You should read all parts of the Policy together as they form a single document. There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.

Insuring Agreement

You have applied to Us and paid or agreed to pay the Premium. In return We will provide the insurance detailed in this Policy.

The insurance is subject to and in accordance with the exclusions, limitations, provisions and terms and conditions of this Policy.

Sections 5 and 6 will be covered only if the Schedule shows that You are insured under these Section(s) and paid or agreed to pay the applicable additional premium.

PART 1 – YOUR COVERAGE

- Section 1 Home Contents Protection
- Section 2 Legal Liability
- Section 3 Accidental Death
- Section 4 Home Assistance Services
- Section 5 Building (OPTIONAL)
- Section 6 Worldwide Personal Possessions (OPTIONAL)

PART 2 - HOW TO CLAIM

PART 3 – GENERAL EXCLUSION

PART 4 - GENERAL CONDITIONS

PART 5 - DEFINITIONS

TABLE OF BENEFITS (BILINGUAL)

How to make a claim?

- You can submit claim through our "eClaim" online platform easily and conveniently.
- Simply scan the QR code to browse www.zurich.com.hk/eclaim/en and submit claims.
- For any enquiries, please call our hotline at +852 2968 2288.
- For Emergency Home Assistance Service, please call our hotline at +852 2886 3977.



Section 1 - Home Contents Protection

Contents are:

property indoor at Your Home (Item 3 is applicable to Comprehensive Plan only)

- 1. Fixtures and Fittings, furniture, household goods;
- personal effects, Valuables, Money, collection (stamps, coins, or medals):
- laptop computers, tablet computers, Electronic Communication Products.

property in the open at Your Home

We cover only furniture, washing machine and refrigerator whilst contained in or on verandahs, balcony, patios, terraces, forecourts, rooftop, or roof floor and in the open generally.

Contents are not:

- 1. any part of the Building structure of Your Home;
- 2. Fixtures and Fittings that are not owned by You;
- external television and radio antennae aerials fittings masts and towers;
- 4. drains and pipes;
- 5. property more specifically insured under another insurance policy;
- deeds, bonds, bills of exchange, promissory notes, documents of any kind, manuscripts, lottery tickets, records or computer records:
- 7. motor vehicles, watercraft, pedal cycles or their accessories;
- 8. plants and animals.
- 9. boiler, industrial plant and machines for commercial purposes;
- 10. property undergoing construction or erection;
- 11. contact lenses:
- 12. unauthorized building works or constructions or structures.

Events which are insured

(Item 1.1 is applicable to Comprehensive Plan only)

- We will indemnify You and/or Household for the replacement or repair costs of any Accidental loss, destruction or damage to Home Contents which belong to You and/or Household that happens during the Period of Insurance at Your Home
 - 1.1. All repairs of the laptop computers, tablet computers, Electronic Communication Products are subject to the following conditions:
 - 1.1.1. all eligible repairs must be performed by the manufacturer(s) and/or its authorized repair center(s) in Hong Kong:
 - 1.1.2. all official repair receipts/damage reports issued by the manufacturer(s) and/or its authorized repairing center(s) must be provided as a proof for filing a claim.

We do not cover:

- any damage which is covered under suppliers' and/or retailers' warranties in effect;
- We will pay for the Accidental loss, destruction or damage to other Home Contents resulting from causes specified in items 3, 7 and 8 under Events which are not insured below.

Events which are not insured:

- Theft or attempted theft: theft or attempted theft by You and/or Household or Your Domestic Helper or any person entered to Your Home with the consent of You and/or Household.
- Dishonesty: fraudulent action trick device or other false pretense by You and/or Household or Your Domestic Helper.
- . Gradual causes
 - 3.1. wear and tear: rust, corrosion, erosion, mildew or mold, change in temperature or humidity, wet or dry rot, deterioration, changes in appearance;
 - 3.2. scratching, or denting;
 - 3.3. change in color
- Damage by Animals: chewing, scratching, tearing or fouling by any domestic pet or damage by insects, larvae or vermin of any kind
- 5. **Unoccupancy:** theft or water damage to Your Home after it has been unoccupied for more than thirty (30) consecutive days.
- Lent, Let or Sub-let: loss or damage to Your Home while Your Home is lent, let or sub-let in parts.

7. Electrical/Mechanical Breakdown

- 7.1. electric current (other than lightning) to electrical equipment or appliances or cables;
- 7.2. any electrical and mechanical breakdown, failure, derangement or overheating other than loss, destruction or damage caused by direct strike of lightning.

 Inadequate maintenance, defective design or workmanship or material: loss or damage directly occasioned by or through inadequate maintenance, defective design or workmanship or the use of defective material.

Extended Benefits

- Damaged by Firemen: Accidental loss or damage to Home Contents directly caused by firemen in the execution of their duties.
- Debris Removal: The costs and expenses of removing debris of Your Home Contents caused by an insured event (prior written consent from Us must be obtained).

We will not pay for the costs or expenses:

- incurred in removing debris which is not from Your Home or not the area immediately adjacent to Your Home;
- arising in any way directly or indirectly from pollution or contamination;
- 2.3. arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.
- Deterioration of Frozen Food: Accidental loss or damage to food or drink in Your freezer or refrigerator at Your Home caused by the failure of the power supply or the breakdown of the appliance.

We will not pay for the Accidental loss or damage:

- if the event is caused as a result of the deliberate act or withholding or restricting of power supply by any power supplier or authority;
- 3.2. resulting from willful neglect by You and/or Household.
- Temporary Removal: Accidental damage to Your Home Contents whilst temporarily removed from Home for cleaning, renovation, repair or similar purposes to any other premises and while in transit within the territory of Hong Kong.
- 5. Moving to a New Home: Accidental loss or damage to Your Home Contents while being in transit and moved by a professional mover from Your Home to any building within the territory of Hong Kong where You and/or Household will reside. We will not pay for the Accidental loss or damage:
 - 5.1. if the Home Contents being left in an unattended vehicle.
- Interior Decoration Period: Accidental loss or damage to Home Contents while Your Home is undergoing interior decoration or redecoration.

We will not pay for:

- 6.1. any loss directly or indirectly caused by bursting of water pipes and/or blocking of drainage system.
- any loss or damage directly caused by the workmanship in the decoration works.
- 6.3. contract works which exceed two (2) months duration.
- Alternative Accommodation (applicable to Comprehensive Plan only):
 - If Your Home is uninhabitable following an insured event under this section 1;
 - 7.2. we will cover the necessary and reasonable cost of comparable alternative accommodation and/or meal allowance incurred by You and/or Household in Hong Kong until Your Home is inhabitable again.

Section 2 - Legal Liability

Liabilities which are Insured

We will indemnify You and/or Household for compensation that You and/or Household become legally liable to pay for in relation to paragraphs 1 to 5 below during the Period of Insurance:

- 1. Owner's/Occupier's Legal Liability
 - 1.1. Compensation that You and/or Household become legally liable to pay as owner and/or occupier of Your Home for Accidental Bodily Injury to another person or Accidental damage to another person's property that happens in or at Your Home.

2. Personal Legal Liability

- 2.1. Compensation that You and/or Household become legally liable to pay in personal capacity for Accidental Bodily Injury to another person or Accidental damage to another person's property:
 - 2.1.1. Anywhere in Hong Kong other than in or at Your Home;
 - 2.1.2. Anywhere outside Hong Kong provided that the period of You and/or Household being outside Hong Kong shall not exceed thirty (30) consecutive days.

- 2.2. Compensation that You and/or Household is liable to pay to any third party as a result of any act or omission of a Domestic Helper being on duty in respect of Accident arising out of and in the course of the employment with You or Your Household for Accidental Bodily Injury to another person or Accidental damage to another person's property: 2.2.1. Anywhere in Hong Kong;
 - 2.2.2. Anywhere outside Hong Kong provided that the period the Domestic Helper being outside Hong Kong shall not exceed (30) consecutive days.

3. Pets' Legal Liability

- Compensation that You and/or Household become legally liable to pay as owner of pet(s), which are normally residing at Your Home;
- 3.2. for an Accident occurring anywhere in Hong Kong which causes Accidental Bodily Injury to another person or Accidental damage to another person's property.

4. Tenant's Liability

- 4.1. Compensation that You and/or Household become legally liable to pay for damage to the Building that form part of Your Home rented or occupied by You and/or Household as tenant:
- 4.2. but not for liability assumed by You and/or Household under a tenancy agreement which would not have been attached in the absence of such agreement.
- 5. Owner's Liability in Common Area (Only applicable if You and/or Household is the owner of Your Home):Compensation that You and/or Household become legally liable to pay as a part Owner of the Common Parts of the Building, subject to the following:
 - 5.1. For the purpose of this benefit only, the expressions "Common Parts", "Building", and "Owner(s)" have the same meanings as assigned to those expressions in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.
 - 5.2. Where there is any other insurance policy that provides indemnity to liability that is covered under this item 5, then this benefit shall be operative only in respect of:
 - such liabilities as are not indemnifiable by other insurance policy that You and/or Household have taken out, or
 - 5.2.2. any excess liability beyond and above the amount paid or payable under such other insurance policy.
 - 5.3. Subject always to the preceding paragraph 5.2, the indemnity under this extended benefit is limited to Your and/or Household's proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the said Building Management Ordinance, Chapter 344.
- 6. Expenses and Legal Costs: We will pay all charges, expenses and legal costs under this Section that are:
 - 6.1. incurred by Us or by You and/or Household with Our prior written agreement in the settlement or defense of any claim for compensation:
 - 6.2. and recovered from You and/or Household by claimants in respect of such claims for compensation.
- 7. Legal Personal Representatives (in the case of probate and letter of administration): We will also indemnify the legal personal representatives of You and/or Household in respect of liability incurred by You and/or Household if they observe the terms and conditions of this Policy in so far as is possible.

Liabilities Which Are Not Insured

We will not provide any indemnity for liability arising out of

- Member of Household/Employees: In relation to You, Household, or any Employee or Domestic Helper of You and/or Household ("specified persons"):
 - 1.1. Bodily Injury
 - 1.2. damage to property belonging to or under the care custody or control of the specified persons, except being covered under paragraph 4 Tenant's Liability above.
- Lifts and Elevators: Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevators.
- Other Premises: the ownership or occupation of any land or building other than Your Home or the Building.

- Business and Professions: the pursuit or exercise by You and/or Household of any employment business trade or profession.
- 5. Vehicles: the ownership possession or use of electrically or mechanically propelled vehicles, pedal cycles being used for racing, watercraft, aircraft, model aircraft (except electrically propelled unmanned aircraft systems not exceeding 250g in total weight which are used solely for recreational purpose within Hong Kong and operated in full compliance with any local regulatory requirements or any guidelines as required by Civil Aviation Department for operating such systems) owned by or in the custody or control of or on behalf of You and/or Household.
- Contractual Liability: any agreement unless liability would have arisen in the absence of that agreement.
- 7. Unauthorized Building Works: 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 structures and/or unauthorized Building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

8. Electronic Data Exclusion:

- 8.1. the transmission of any computer code, program or other data.
- 8.2. the unauthorized taking of or access to data.
- Asbestos Exclusion: asbestos, asbestos products or asbestos contained in any products.

Section 3 - Accidental Death

Events Which Are Insured

- In the event of the death of You and/or Household within twelve (12) months of an Accident which happens during the Period of Insurance; and
- such death is the sole and direct result of Bodily Injury to You and/or Household in such an Accident;

We will pay You and/or Household, or the legal personal representative(s) of You and/or Household the Sum Insured as stated in the Table of Benefits or such other amount(s) as specified in the Schedule for any one Accident and in aggregate of any Period of Insurance.

Events Which Are Not Insured

We will not be liable in respect of the death of You and/or Household arising from or caused by

- 1. Suicide and Self-inflicted Injury: committing or attempting to commit suicide or self-inflicted injury.
- Criminal Activities: any criminal or illegal conduct or activities committed by You and/or Household.
- Intoxication, Insanity: the influence of intoxicants, alcohol or drugs (unless under medical supervision) or insanity or mental disorder of any kind, psychosis, stress or depression.
- Venereal Disease, Aids: venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).
- Pregnancy Related: any condition resulting from childbirth, miscarriage, abortion, pregnancy, including but not limited to pregnancy test, pre-natal care as well as post-natal care and other complications arising from pregnancy, contraceptive or contraceptive devices, infertility or sterilization of either sex.

6. Dangerous Activities

- 6.1. flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst traveling as a passenger in an aircraft operated on a scheduled service or in a twin or multi-engine chartered aircraft.
- hunting steeple-chasing racing of any kind (other than on foot), football, polo motor cycling, mountaineering, underwater sports, water skiing or potholing.

Special Provisions:

This Section is subject to the following conditions:

- 1. Age Limit
 - 1.1. You and/or Household must have attained the age of sixteen (16) years, and below sixty-five (65) years.
 - 1.2. The cover under this Section will cease immediately and be severed from this Policy in respect of You and/or Household upon attaining the age of sixty-five (65) years.
- Medical Treatment: You and/or Household must procure, obtain and act upon medical or surgical advice as soon as practicable after Accident and submit to any reasonable medical examinations.
- Evidence of Claim: The legal personal representative(s) of You and/or Household shall

- 3.1. give notice to Us as soon as possible and furnish all certificates information and evidence which We may require for proof of Accident and death at their own costs; and
- 3.2. give reasonable notice to Us before the cremation, burial or the holding of any death inquest and We will be entitled to be represented at any postmortem examination of the body of any deceased insured person.
- 4. Discharge of Liability: Any receipt or discharge given (irrespective of before or after the death of the insured person(s)) to Us by the legal personal representative(s) of insured person(s) under this Section will be deemed a final and complete discharge of all liabilities in respect of the death of such insured person(s) under this Section.

<u>Section 4 – Emergency Assistance Benefits (applicable to Comprehensive Plan only)</u>

Benefits which are provided

We will arrange the following "Emergency Home Assistance Services" to You and/or Household in case of Emergency at Your Home. The related extended benefits will be applied only if it is stated in the Table of Benefits and/or the Schedule.

- Electrical Assistance: Arrange a registered electrician to carry out immediate temporary repair of Your electrical installations and appliances.
- Plumbing Assistance: Arrange a licensed plumber to carry out immediate temporary repair in the event of clogging, bursting or overflowing of pipes and the water supply system.
- Locksmith Assistance: Arrange a locksmith to open any doors and/or repair the door lock if You and/or Household are accidentally locked outside or inside Your Home. However, we will not provide any assistance service in respect of any kind of doors and or door locks operating with a non-mechanical door locking system.

Benefits which are not provided

For the benefits provided in item 1 to 3 above, we will not provide any assistance service if the repair necessitates the breaking of wall or decoration of Your Home.

Enquiry and Referral Services which are Provided

Under Emergency Home Assistance Service, we can arrange for the following services for You and/or Household at Your request, but the expenses will be solely borne by You and/or Household:

- Home Cleaning Service: For a company specializes in home cleaning to perform cleaning services at Your Home.
- House Call/Dental Referral: For a house call to Your Home by a registered doctor or medical specialist or secure an appointment with a dental practitioner.
- Baby Sitting/Domestic Helper/Nursing Assistance: For a baby sitter or domestic helper to take care of Your child(ren) or Household during Your absence from Home. A qualified nurse may also be arranged to attend Your Home for the needs of any person specified by You.
- Pest Control Service: For a company specializes in pest control to carry out any pest control services at Your Home.

The Emergency Home Assistance Service is rendered by the service provider nominated by Zurich Insurance Company Ltd. Emergency Home Assistance Service Hotline +852 2886 3977

<u>Section 5 – Building (Optional) (applicable to Comprehensive Planonly)</u>

Events which are Insured

We will indemnify You and/or Household the replacement or repair cost of any Accidental loss, destruction or damage to the Building that form part of Your Home that happens in any one Period of Insurance.

Landslip and Subsidence: Loss of or damage to the Building that form part of Your Home directly caused by subsidence of the site or landslip occurring within the Period of Insurance.

We will not pay for:

- loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - 1.1. coastal erosion or heave; or
 - bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works.
- loss of or damage to any paths, drives, fences, gates boundary and retaining walls caused by subsidence and/or landslip.
- the cost of removal of subsidence and/or landslip debris or making good of the site following subsidence and/or landslip

- except so far as is necessary to repair the Building that form part of Your Home.
- loss of or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- 5. any consequential loss or damage.
- 6. the first amount as stated as Deductible for this Section in respect of loss arising from landslip and subsidence in the Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this Policy.

Events which are not Insured

We will not indemnify You and/or Household for any loss destruction or damage directly or indirectly arising from or caused by

- Dishonesty: dishonesty, fraudulent action, trick, device or other false presence by You and/or Household and/or Domestic Helper.
- Natural Losses: wear and tear, rust, corrosion, mildew, erosion, change in temperature or humidity, mold, wet or dry rot, inadequate maintenance, deterioration, changes in appearance, animals, birds, insects, larvae or vermin of any kind.
- 3. **Unoccupancy:** water damage after Your Home has been unoccupied for more than thirty (30) consecutive days.
- Government Authority: the enforcement by the Government of any ordinance or law regulating the construction repair or demolition of the Building.
- Repair and Maintenance: renovation, alteration, repair, or installation that is not necessitated by the event covered by this Section.
- Inadequate maintenance, defective design or workmanship or material.
 - 6.1. loss or damage directly occasioned by or through inadequate maintenance, defective design or workmanship or the use of defective material.
 - 6.2. However, We will pay for the loss, destruction or damage to other property insured by this Policy which is resulting from the causes specified in 6.1.

Your Warranties

During any Period of Insurance, You shall warrant that:

- 1. You shall maintain Your Home and Building in sound repair and take all responsible steps to prevent damage.
- You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Government including the guideline stipulated in the Geoguide – 5 Guide To Slope Maintenance published by the Geotechnical Engineering Office Civil Engineering and Development Department Hong Kong.
- 3. You shall notify Us immediately of
 - 3.1. any excavations commenced beneath around or in the vicinity of Your Home in such event We shall have the right to vary or cancel the cover provided under this Policy.
 - 3.2. the operation of any peril that may affect any part of the Building or its nearby surroundings.

Extended Benefits

We will indemnify You and/or Household for

 Debris Removal: cost and expenses which You and/or Household incur with Our prior written consent for the removal of the debris or the dismantling or demolishing, shoring up or propping of the portion or portions of Your Home that is covered by this Section.

We will not pay any costs or expenses:

- 1.1. incurred in removing debris which is not from Your Home or not from the area immediately adjacent to Your Home.
- arising in any way directly or indirectly from pollution or contamination of any property or debris whether from Your Home or not.
- 1.3. arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.
- 1.4. exceeding five percent (5%) of the total actual rebuilding costs.
- Architects' and Surveyors' Fees: any fees charged by architects, surveyor, engineer, legal or other professional body which You and/or Household necessarily incur with Our prior written consent for the reinstatement of the Building that form part of Your Home that is covered by this Section.

We will not pay any costs or expenses:

- 2.1. for preparing any claim by You and/or Household against Us.
- exceeding those fees authorized under any scale of charges of a respective professional body.
- exceeding five percent (5%) of the total actual rebuilding costs.

Section 6 – Worldwide Personal Possessions Protection (Optional) (applicable to Comprehensive Plan only) Events which are Insured

- We will indemnify You and/or Household for any Accidental loss, destruction or damage to Personal Belongings belonging to You and/or Household anywhere in the world during the Period of Insurance:
- Provided that such loss in respect of theft or accidental loss/disappearance is reported to the local police within twentyfour (24) hours of discovery.

This Section does not apply to any claims that fall within the coverage of any Benefit(s) under Section 1.

Extended Benefits

- We will indemnify You and/or Household for the replacement or repair costs necessarily incurred resulting from any Accidental and physical damage to laptop computers, tablet computers, Electronic Communication Products belonging to You and/or Household occurred anywhere in the world during the Period of Insurance. All repairs are subject to the following conditions:
 - all eligible repairs must be performed by the manufacturer(s) and/or its authorized repair center(s) in Hong Kong;
 - 1.2. all official repair receipts/damage reports issued by the manufacturer(s) and/or its authorized repairing center(s) must be provided as a proof for filing a claim.

We do not cover any damage or loss from:

- 1.3. any damage which is covered under suppliers' and/or retailers' warranties in effect;
- 1.4. theft, or robbery or unexplained loss/disappearance;
- 1.5. wear and tear, gradual deterioration, scratching or denting;
- 1.6. mechanical, electronic or electrical derangement
- Unauthorized Use of Credit Cards: Accidental loss resulting from unauthorized use of credit cards belonging to You and/or Household in the event of loss of personal property provided that it is reported to the local police within twenty four (24) hours of discovery.
- Loss of Money: Accidental loss of Money belonging to You and/or Household in the event of theft or robbery provided that it is reported to the local police within twenty-four hours (24) of discovery.
- 4. Replacement of Personal Documents: The necessary cost of replacement of personal identification documents and credit cards paid by You and/or Household in the event of personal property loss provided that it is reported to the local police and embassy of the country issuing the personal identification document and/or financial institution within twenty-four (24) hours of discovery.

Events Which Are Not Insured

We will not indemnify for any loss, destruction or damage directly or indirectly caused by:

- Vermin Mildew: vermin, insects, mildew
- Wear and Tear: rust, corrosion, erosion, mildew or mold, change in temperature or humidity, wet or dry rot, deterioration, changes in appearance
- 3. Work Process: any process of repairing, restoring or renovating
- Customs Authority: confiscation, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authority.
- Mechanical and Electrical Derangement: mechanical or electrical derangement, or scratching or breakage of lenses or glass, unless it is accompanied by other damage for which You are entitled to indemnity under this Section.

PART 2 - HOW TO CLAIM

1. Notice of Claims

- Successful submission of eClaim must be given to Us within thirty (30) days of the date of the incident causing such loss.
- In the event of Accidental death, immediate notice thereof must be given to Us by Your legal representative.

- 1.3. All other certificates, information and evidences required by Us shall be furnished at the expenses of You or the personal representative of Your or of the insured person and shall be in such form and of such nature as We may prescribe.
- 1.4. If You do not comply with this condition, We shall have the sole discretion to decide not to pay any benefits under this Policy.

2. Proof of Loss

- 2.1. Proof of loss must be furnished to Us within thirty (30) days from the date of successfully submitting eClaim.
- 2.2. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required.
- 2.3. All certificates, information and evidence in such form and of such nature and within such time as We may reasonably require shall be furnished at the expense of the claimant without any expense to Us.

3. Claims Admittance

3.1. In no case shall We be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under the Policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

4. Liability Claims

4.1. You must not admit, deny, or settle a claim without Our prior written consent.

5. Subrogation

5.1. We have the right to proceed at Our own expense in the name of You against third parties who may be responsible for an occurrence giving rise to a claim under this Policy, and You shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We are entitled by virtue of Our right hereunder.

6. Basis of Settlement

Apply to Section 1 – Home Contents protection and Section 6 – Worldwide Personal Possessions Protection (Optional)

6.1. New for Old

- 6.1.1. We will at Our option replace an insured item with a new item of equivalent value and quality or repair the item to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is lesser without any deduction for wear and tear or depreciation.
- 6.1.2. If the new replacement must be of better condition than the original insured item because there is no longer the same or similar model in the market with equivalent value and quality, We will allow below item 6.2 "claim with betterment"

6.2. Claim with Betterment

- 6.2.1. We will take reference from market price of the nearest current model available in the market at the time of reported Accident and apply the reduction of "Betterment"
- 6.2.2. "Betterment" means the difference between the value of the nearest current model for replacement and the invoice value of the reported loss or damage item(s).
- 6.2.3. We have the absolute discretion to determine the amount of "betterment" in such situation.

6.3. Sets, Pairs and Collections

6.3.1. If an insured item forms part of a pair, set or collection, We will not be liable to pay more than the value of that part lost or damaged regardless of any special value which the parts together may have as a pair, set or collection and in any event not more than a proportionate part of the sum on the pair, set or collection. We will not pay the cost of replacing any undamaged items of a pair, set or collection.

Apply to Section 5 – Building (Optional)

- 6.4. We will pay the costs actually incurred in rebuilding or repairing the Building to the same condition and extent as when new.
- 6.5. If the property is not repaired or rebuilt, We will only pay You the indemnity value immediately before the loss and the reasonable costs of demolition and removal of debris.

7. Maximum Liability

Apply to Section 1 – Home Contents protection and Section 6 – Worldwide Personal Possessions Protection (Optional)

- 7.1. The maximum liability of Us under this Section including all Extended Benefits under this Section will not exceed the total Sum Insured for this Section as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance.
- 7.2. Unless specifically declared to and accepted by Us, the maximum liability in respect of any single item, shall not exceed the individual limit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident during the Period of Insurance.

Apply to Section 2 - Liability

7.3. The maximum liability of Us under this Section including all charges, expenses and legal costs will not exceed the Limit of Liability as stated in the Table of Benefits or such other amount(s) specified in the Schedule in respect of any one Accident or any one Period of Insurance.

Apply to Section 5 - Building (Optional)

7.4. The maximum liability of Us under this Section will not exceed the costs actually incurred to rebuild or repair Your Building as covered under this Section to the same condition and extent as when new.

8. Deductible/Excess

We will not be liable for the first amount as stated as Deductible/Excess in the Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss.

PART 3 - GENERAL EXCLUSIONS

We will not be liable for any loss, destruction, injury, disease or damage to any person or property, or any liability for loss, destruction, injury, or damage to any person or property, caused directly or indirectly by or contributed to, by or arising from

1. Unexplained Loss

unexplained loss or disappearance of any property.

2. Criminal Activities

Your and/or Household's participation in any illegal or unlawful act

3. Latent Defects

events which have already happened or damage which has already existed before the beginning of the Period of Insurance.

4. Deliberate Damage

deliberate acts of You or Household or Employee or Domestic Helper of You or Household.

5. Consequential Loss

consequential loss of any kind.

6. Loss of Value

depreciation or loss in value of any property.

7. Dispossession

- 7.1. permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority.
- 7.2. permanent or temporary dispossession resulting from the unlawful occupation by any person.

8. Unauthorized Building Works

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 structures and unauthorized building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

9. Pollution & Contamination

the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by You and Household into or upon land, atmosphere or any water course or body of water.

10. Radioactive Contamination

any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from

- 10.1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 10.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
- 10.3. any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 10.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

11. War

- 11.1. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- 11.2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

12. Terrorism

- 12.1. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 12.2. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
- 12.3. for the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which
 - 12.3.1.involves violence against one or more persons;
 - 12.3.2. involves damage to property;
 - 12.3.3. endangers life other than that of the person committing the action;
 - 12.3.4. creates a risk to the health or safety of the public or a section of the public; or
 - 12.3.5. is designed to interfere with or disrupt an electronic system.
- 12.4. in any action, suit or other proceedings where We alleged that by reason of the provisions of this condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon You.

13. Sonic Bangs

pressure waves from aircraft or other aerial devices traveling at sonic or supersonic speed.

14. Cyber Act

- 14.1. any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with Cyber Act.
 - 14.1.1. Cyber Act means any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software program, malicious code, Computer Virus or process or any other electronic system.
 - 14.1.2. Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized 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".
- 14.2. any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data caused by whatsoever reason, including but not limited to Cyber Act; or any loss of use of Electronic Data, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - 14.2.1. Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

14.3. Electronic Data loss:

In the event of physical loss or damage to the Data Processing Media insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. Any costs incurred from research and engineering or recreating, gathering or assembling such Electronic Data shall be excluded. If such media is not repaired, replaced or restored,

the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

14.3.1. Data Processing Media means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

15. Communicable Disease

Any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 15.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 15.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 15.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

PART 4 - GENERAL CONDITIONS

1. Due Observance

Our liability is conditional on the observance by You and/or Household of the terms provisions conditions and endorsements of the Policy and the truth of the information supplied by You in connection with this Policy.

2. Entire Contract

This Policy including all relevant documents will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of the Policy. No changes in this Policy shall be valid unless approved by Our authorized officer and evidenced by endorsement of amendment.

3. Misrepresentation or Non-disclosure

If You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith, We will not be liable for any claim and all covers and benefits under this Policy shall cease immediately. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) working days from the date of Our notice of demand.

4. Alteration in Risk

You shall give immediate notice to Us of any alteration which materially affects this Policy.

5. Emergency Home Assistance Service

The service provider of Emergency Home Assistance Service is an independent service provider providing such respective services to You upon Your request. We or any of Our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Emergency Home Assistance Service or any of its respective employees, agents or representatives.

6. Other Insurances

In respect of Section 2 only, if an indemnity is or would, but for the existence of this Policy, be granted by any other insurance, We will not provide indemnity except in respect of any excess beyond the amount which is or would be payable but for the existence of this Policy. In respect of Sections 1 and 4 only, if there is any other insurance effected by or on behalf of You covering any loss, destruction or damage to the property insured at the time of loss, the liability of Us under these Sections will be limited to their ratable proportion of such loss.

If any such other insurance is expressed to cover any of the property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part or from contributing ratably to the loss, the liability of Us hereunder will be limited to such proportion of the loss as the sum hereby insured bears to the value of the property.

7. Reasonable Care

You shall:

- 7.1. take all reasonable care to maintain Your Home and all Contents and everything used in Your Home in sound condition:
- take all reasonable precautions to prevent Bodily Injury and property damage;
- comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

8. Premium Charge

We reserve the right to revise or adjust the premium according to Our applicable premium rate at the time of premium due date by giving thirty (30) days' written notice to You and the first premium payment is non-refundable.

9. Cancellation

You may cancel this Policy at any time. For a policy issued or renewed for less than one (1) year, the return premium is calculated on pro rata basis on policy cancelled at Your request (provided no claim has arisen during the Period of Insurance).

We may cancel this Policy by giving thirty (30) days' notice to You at Your last known contact and will return to You the Premium paid less the pro rata portion thereof for the period the Policy has been in force.

10. Recipient

In the event of the death of You and/or Household, We will insure the legal personal representative(s) of You and/or Household for any liability You and/or Household incurred and is covered under this Policy provided that such legal personal representative(s) comply with the terms of this Policy.

11. Policy Interpretation

The interpretation of this Policy and any word or phrase contained in the Policy will be interpreted in accordance with the Laws of the Hong Kong Special Administrative Region.

12. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

13. Legal Action

No legal action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

14. Alternative Dispute Resolution

In the event of a dispute arising out of the policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to 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 and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if We deny or reject liability for any claim under the policy and You do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of Our disclaimer, Your claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the Policy.

15. Rights of Third Parties

Other than the insured/policyholder or You or as expressly provided to the contrary, a person who is not a party to this Policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this Policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Policy.

16. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

17. Statement of Purpose for Collection of Personal Data

All personal data collected and held by Us will be used in accordance with Our privacy policy, as notified to You from time to time and available at this website:

https://www.zurich.com.hk/en/services/privacy

You shall, and shall procure all other insured person covered under the Policy to, authorize Us to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal

Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Our privacy policy as applicable from time to time.

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

18. Sanctions

Notwithstanding any other terms under this Policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the insured or other party receiving payment, service or benefit is a sanctioned person.

19. Governing Law and Jurisdiction

The Policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

20. Renewal

The policy shall remain in force for a period of one (1) year from the policy effective date and this policy will be automatically renewed at Our discretion. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, benefits amount or exclusions of this policy at the time of renewal of any period of insurance of this policy by giving thirty (30) days' notice to You. We will not be obligated to reveal Our reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to You before the renewal date of any period of insurance.

PART 5 - DEFINITIONS

Certain words appearing in Capitalized type within this policy wording will have the specific meanings as shown below.

Accident/Accidental

means a sudden, unexpected and unforeseen event not under the control of You and/or Household or Your Domestic Helper and which results in a loss.

Bodily Injury

For Section 2: means injury, sickness, disease and mental injury or death resulting from the Accident.

For Section 3: means an injury caused solely and directly by an Accident via violent, external and visible means.

Building

means the block of residential structure where Your Home is situated at and including the following if they form part of Your Home:

- Professionally designed, built and installed Solar PV System or electric vehicle charger;
- 2. walls, gates and fences;
- drives, paths, patios, terraces, domestic greenhouses, swimming pool, rooftop, roof floor, storage units, garage, or car parking spaces:
- hidden Fixtures limited to the drains, pipes, cables and wires that are sole use of Your Home;

but excluding the foundations, drains or any part of the structure below the level of the under surface of its lowest floor.

Deductible/Excess

means the specified amount(s) that are not indemnifiable under this Policy and for which You and/or Household shall first be responsible before any indemnifiable amounts are payable by the Insurer under the relevant sections of this Policy.

Domestic Helper

means any individual who has entered into an employment contract which is valid during the Period of Insurance with You and/or Household and whose duties under such contract are to perform full-time live-in domestic duties at Your Home.

Electronic Communication Products

means portable/mobile phones, smart phones, and headsets of any kind.

Emergency

means sudden and unforeseen events happening at Your Home which cause an impending or direct threat to the life or property of You or Household or third parties and which require immediate temporary repair or service by an electrician, a plumber or a locksmith.

Employee

has the same meaning as assigned to that expression in the Employees' Compensation Ordinance, Chapter 282 of the Laws of Hong Kong.

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, and fitted carpets in Your Home which would not be removed or taken when moving to a new Home, but excluding hidden Fixtures limited to the drains, pipes, cables and wires

Home

means the private dwelling, house or private flat owned or occupied by You and/or Household at the insured location stated in the Schedule

 including rooftop, roof floor, storage unites, garages, or car parking spaces at the same building of Your Home.

Household

means a member of Your family, relatives and/or other persons permanently living at Your Home

but excluding:

- 1. any tenant(s) who has entered any tenancy agreement with You;
- 2. Domestic Helper;
- 3. Employee

Limit of Liability/Sum Insured

means the limit of liability or insured amount(s) as stated in the Schedule.

Money

means cash, checks, postal orders, bankers drafts, travel tickets, savings certificate, current postage stamp, gift tokens, Octopus Card, Octopus watches, any kind of electronic money all held for social and domestic purposes.

Period of Insurance

means the period of time between the coverage start date and coverage end date as stated in the Schedule.

Personal Belongings

Means property normally worn or carried by a person in everyday life but excluding:

- 1. property more specifically insured under another insurance policy.
- laptop computers, tablet computers, and Electronic Communication Products;
- deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment;
- furs, credit cards, contact lenses, dentures, prostheses, camping equipment or guns tool or any form of Money;
- musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
- 6. clothing and equipment used for sporting purposes while in use.

Policy

means this Policy document and the Schedule issued by Us specifying the terms and extent of cover to You and Household.

Premium

means the amount you pay for this policy as stated in the Schedule.

Schedule

means the policy schedule which is attached to and which forms an integral part of this Policy.

Solar PV System

means the solar PV Panel, inverter and its accessories.

Valuables

means jewelry, gold, silver, precious metals, furs, watches, curios, works of art and antiques.

You/Your

means the person(s) or party(ies) stated in the Schedule as an Insured.

The Insurer/We/Our/Us

means Zurich Insurance Company Ltd.



自在家居保險計劃 - 住戶保險

請小心細閱本「保單」以確保「保單」內容符合「你」的需要。

「你」應切記·「你」的保險應隨著需要而更新。如欲更改承保範圍·敬請通知「我們」。本「保單」是「你」與「我們」之間的合約依據·「保單」各份文件應視作單一文件·並且一併閱讀。

保單備有中文及英文版本。兩個版本如有任何歧義、概以英文版本為準。

保障協議

「你」已投保「我們」的保險·並已支付或同意支付「保費」。有鑒於此·「我們」將提供本「保單」所載的保障。 上述保險必須遵從及依據本「保單」訂明之不承保事項、限制、規定、條款及條件。

「附表」必須註明「你」已投保並已支付或同意支付額外保費‧第5及6節的保險方始生效。

第一部分 - 承保範圍

- 第1節-家居財物保障
- 第2節-法律責任
- 第3節-意外身故
- 第4節-緊急援助服務
- 第5節-樓宇(自選保障)
- 第6節-全球個人物品保障(自選保障)

第二部分 - 賠償程序

第三部分 - 一般不承保事項

第四部分 - 一般保單條款

第五部分 – 詞彙釋義

保障表(中英對照)

如何提交索償?

- 透過我們的「e索償」網上平台以方便快捷的方式申請索償
- 只需掃描二維碼瀏覽 www.zurich.com.hk/eclaim 遞交申請
- 如需任何查詢·請致電我們的熱線: +852 2968 2288
- 如需「緊急家居支援服務」,請致電我們的熱線: +852 2886 3977



「家居財物」包括:

「你」的「家居」室內財物

(下述第3項僅適用於綜合計劃)

- 「固定附著物」、「裝置」、傢具、家居用品;
- 2. 個人物品、「貴重物品」、「金錢」、收藏集(郵票、錢幣或徽 章):
- 3. 筆記型電腦、平板電腦、「電子通訊產品」

「你」的「家居」室外財物

「我們」將僅承保擺放於走廊、陽台、平台、露台、前院、天台、頂層 及一般位於露天地方內或上的傢具、洗衣機及冰箱。

「家居財物」不包括:

- 1. 「家居」內之任何「樓宇」結構部分;
- 2. 不屬於「你」名下的「固定附著物」及「裝置」;
- 3. 外置電視及收音機天線、天線裝置、天線杆及天線塔;
- 4. 排水渠及水管;
- 5. 其他保險保單更加特定註明承保的財物:
- 6. 契約、債券、匯票、本票、任何文件、手稿、彩票、紀錄或電腦紀 錄:
- 7. 車輛、船舶、腳踏車或相關配件;
- 8. 植物及動物;
- 9. 鍋爐、工業機器及商用機器;
- 10. 建造或搭建中物業;
- 11. 隱形眼鏡;
- 12. 違規建築物或結構。

承保事項

(下述第1.1項僅適用於綜合計劃)

- 1. 如於「保險期」內「你」及/或「住戶」的「家居」內「家居財物」蒙受任何「意外」損失、損毀或損壞、「我們」將向「你」及/或「住戶」作出替換或維修費用賠償
 - 1.1. 筆記型電腦、平板電腦、「電子通訊產品」的維修將會受限 於以下條款:
 - 1.1.1. 所有合保障資格之產品必須是在香港境內之產品生產 商或授權維修中心進行;
 - 1.1.2. 有關索賠必須以產品生產商或授權維修中心出具之正 式收據/損壞報告為有效的支持文件。

「我們」將不承保以下事項:

- 1.2. 發生「意外」時任何在供應商或零售商生效保證計劃下之產品:
- 「我們」會為下述不承保事項中的第3、7及第8項列出事項所引 致其他「家居財物」的損失、損毀或損壞作出賠償。

不承保事項:

- 1. 偷竊或試圖偷竊:被「你」、「住戶」或「你」的「家傭」或任何經「你」或「住戶」批准進入「家居」之人士的偷竊或試圖偷竊。
- 2. **不誠實行為:** 因「你」及 / 或「住戶」或「你」的「家傭」欺詐行 為、哄騙或其他虛假手段。
- 3. 逐漸變化
 - 3.1. **自然損耗**:生銹、腐蝕、侵蝕、黴菌、溫度或濕度改變、濕腐或乾腐、不適當維修、變質,外觀變化;

- 3.2. 刮花·或出現凹痕;
- 3.3. 顏色變化
- 4. **動物造成的損毀:** 任何家居寵物或昆蟲、幼蟲或任何有害蟲鼠造成的噬咬、刮花、撕裂或弄汗損毀。
- 5. 無人居所:「你」的「家居」連續三十(30)天無人居住後發生之偷 竊或水浸事件而招致的損失或損壞。
- 6. 出借、出租或轉租:「你」的「家居」因其中一部分被出借、出租 或轉租而招致的損失或損壞。
- 7. 電力/機械故障
 - 7.1. 電流(雷電除外)導致任何電力設施、裝置或電線損毀;
 - 7.2. 任何電力或機械故障、失靈或過熱,但被雷電直接擊中導致的損失、損毀或損壞除外。
- 8. **不適當維修、設計或工藝或質料缺陷**:因不適當維修、設計或工藝 或質料缺陷直接造成或引致的損失或損毀。

額外保障

- 1. **消防員造成的損壞**:因消防員執行職務時直接導致「家居財物」的「意外」損失或損毀。
- 2. **清理碎礫**:清理任何在受保事件中損毀或損壞的「家居財物」的碎 礫所招致之費用與開支(需經「我們」事先書面同意)。

「我們」將不會支以下費用或開支:

- **2.1.** 清理並非位於「家居」或毗連範圍的碎礫所招致的費用或開支:
- 2.2. 直接或間接由污染或沾污引起的費用或開支;
- 2.3. 因執行任何監管或管制建築、安裝、修理、更換、拆卸、佔 用、操作或以其他方式使用此等財物的相關法律、規例或規 則所招致的費用或開支。
- 3. 冷藏食物變壞:因停電或設備故障導致「你」的「家居」內的家用 冰箱或雪櫃內的食物「意外」損失或損壞。

「我們」將不會支付以下「意外」損失或損壞:

- 3.1. 由蓄意行為或任何電力供應商或政府機構拒絕或限制供電所 致:
- 3.2. 「你」或「住戶」故意疏忽所致。
- 4. **暫時搬遷:**「家居財物」因清潔、翻新、修理或進行類似活動而暫時搬離「家居」,並在香港境內運輸途中「意外」損壞。
- 5. 搬遷新居:聘請專業搬運公司將「你」的「家居財物」由現時居住的「家居」搬至「你」及「住戶」即將居住的位於香港任何樓宇運輸途中時招致的「家居財物」「意外」損失或損壞。

「我們」將不會支付以下「意外」損失或損壞:

- 5.1. 被置於無人看管的車輛內的「家居財物」
- 6. 室內裝修:「你」的「家居」進行內部裝修或翻新裝修期間招致的「家居財物」「意外」損失或損壞。

「我們」將不會支付以下:

- 6.1. 水管爆破及/或排水系統堵塞直接或間接引起的損失
- 6.2. 裝修工程工藝不良直接引起的任何財物損失或損壞.
- 6.3. 為期逾兩(2)個月的合約工程
- 7. 臨時居所(僅適用於綜合計劃):
 - 7.1. 如「家居」因第1節 所承保事故而導致不宜居住;
 - 7.2. 「我們」將賠償「你」及/或「住戶」在香港另覓同類居所暫住直至「你」的「家居」再次適宜居住為止所支付之必要及合理住宿費用及/或膳食費用。

第2節 - 法律責任

承保責任

如「保險期」內「你」及/或「住戶」由於以下第1至5項所招致任何法律上的責任、「我們」將就此向「你」及/或「住戶」作出賠償:

1. 業主 / 佔用人法律責任

1.1. 賠償如於「你」的「家居」發生「意外」以致其他人士蒙受「身體損傷」或招致財物受損·而「你」及/或「住戶」作為「家居」的業主或佔用人由此招致任何法律上的賠償責任。

2. 全球性個人法律責任

- 2.1. 賠償由於「意外」引致他人蒙受「身體損傷」或財物受損· 而「你」及/或「住戶」由此招致的個人於法律上的責任:
 - 2.1.1. 處於「你」的「家居」以外香港任何地方;
 - 2.1.2. 處於香港以外任何地方·並且「你」及/或「住戶」 身處外地的時間不可多於連續三十(30)天。
- 2.2. 賠償因「家傭」於僱員合約期間工作時因疏忽或任何行為導致「意外」引致他人蒙受「身體損傷」或財物受損,而「你」及/或「住戶」由此招致的需要賠償任何第三方的責任:
 - 2.2.1. 處於香港任何地方;
 - 2.2.2. 處於香港以外任何地方·並且「你」及/或「住戶」 身處外地的時間不可多於連續三十(30)天。

3. 寵物主人法律責任

- 3.1. 賠償如「你」及/或「住戶」作為居住於「你」的「家居」 寵物的主人需承擔的法律上的責任;
- 3.2. 在「保險期」內於香港任何地方發生的「意外」導致他人蒙受「身體損傷」或招致財物受損。

4. 租客責任

- 4.1. 如「你」及/或「住戶」以租客身份租住或佔用引致構成 「你」「家居」部分的「樓宇」受損・以致需承擔法律責 任・「我們」將向「你」及/或「住戶」作出賠償;
- 4.2. 然而「我們」不會對「你」及/或「住戶」若非因租約訂明 便無須承擔的責任作出賠償。
- 5. 業主就公用地方承擔的責任(僅適用於如「你」及/或「住戶」是「你」「家居」的業主):「我們」將會就下述情況為「你」及/或「住戶」作為「家居」所在「樓宇」「公用部分」共同業主之一而需承擔的法律上的賠償責任作出賠償:
 - 5.1. 純粹就本保障而言、「公用部分」、「樓宇」及「業主」的 釋義與《建築物管理條例》(香港法例第 344 章)分別就公 用部分、建築物及業主所訂的相同。
 - 5.2. 若有任何其他保單會就第 5 項所包括的法律責任提供賠償· 本保障只會於以下情況適用:
 - 5.2.1. 有關責任必須是無法根據任何由「你」及/或「住 戶」擁有的其他保險保單索償;或
 - 5.2.2. 超出其他保單已付或應付金額的溢額賠償。
 - 5.3. 遵從前述 5.2 項規定·本保障只適用於並且只限於「你」及 /或「住戶」作為「樓宇」根據上述《建築物管理條例》第 39 條所釐定的不可分割份數的共同業主而按比例攤分的個別 責任(為免存疑·現聲明概不適用於共同責任)。

- **6. 支出及法律費用:**「我們」將支付本節以下開支、支出及法律費用:
 - 6.1. 所有經「我們」事先書面同意·及由「我們」或「你」及/ 或「住戶」就任何索償達成和解或提出抗辯所招致之費用。
 - 6.2. 任何索償人就該責任賠償向「你」及/或「住戶」成功追討 的費用。
- 7. 法定遺產代理人(適用於遺囑認證及遺產管理書):如「你」或「住戶」的法定遺產代理人盡力遵守本「保單」的條款與規章· 「我們」亦會就「你」或「住戶」招致的責任向「你」或「住戶」 的法定遺產代理人支付賠償。

不承保責任

「我們」不會承保任何由以下情況引致的責任:

- 1. **住戶/僱員:**「你」、「住戶」或「你」或「住戶」之任何「僱員」或「家傭」("指定人員"):
 - 1.1. 「身體損傷」
 - 1.2. 損壞由指定人員所擁有、保管或控制的財物 · 上述第 4 項承保之租客責任除外。
- 2. **升降機及扶手電梯**: 使用升降機或扶手電梯所引致或關連的「身體損傷」或財物損壞。
- 3. **其他樓宇**:「你」除了「家居」或「樓宇」外對任何其他土地或建 築物的擁有或佔用。
- 4. **業務及事業:**「你」或「住戶」進行或從事任何職業、業務或事業。
- 5. 車輛:「你」或「住戶」所擁有、佔管或使用或代表「你」或「住戶」看管或控制之車輛、用作賽事用途之腳踏車、船、飛機或模型飛機或任何形式之無人機系統其總重量不超過 250 克(於香港境內作閒暇活動使用的電力驅動無人機系統除外・但操作時需符合香港民航處的所有規定及指引)。
- 6. **合約責任:**協議規定的責任·除非即使無該項協議「你」及「住戶」亦需承擔的責任則例外。
- 7. 未經許可建築工程:受保「樓宇」內或上之現有或新建未經許可結構及/或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。 於本條款而言·未經許可結構及/或未經許可建築工程將依照 《建築物條例》(香港法例第 123 章) 詮釋。

8. 電子資料不承保事項

- 8.1. 任何電腦編碼、程式或其他數據之傳送。
- 8.2. 未經授權下擅取或登入任何資料。
- 9. 石棉不承保事項:石棉、石棉產品或任何含有石棉之產品。

第3節 - 意外身故

承保事項

- 如「你」及/或「住戶」在「保險期」內因「意外」當日後十二 (12)個月內身故;並且
- 2. 該「身體損傷」為唯一或直接原因導致身故;
- 3. 「我們」會向「你」及/或「住戶」·或其法定遺產代理人賠償 「附表」所列任何一宗「意外」及任何「保險期」總計的「投保 額」。

不承保事項

「我們」不會就下列事故招致或引致「你」及/或「住戶」的死亡事件 作出賠償:

- 1. 自殺及自我傷害:作出或企圖作出自殺或自我傷害行為。
- 2. 非法活動:任何「你」及/或「住戶」的刑事或非法行為或活動。

- 3. 中毒/醉酒、精神錯亂:受酒類飲品、酒精或藥物(在醫生監督下服用除外)影響、或精神錯亂或任何一種的精神障礙、精神病、壓力或抑鬱症。
- 性病、愛滋病:性病或後天性免疫不全綜合症(愛滋病)或愛滋病 相關併發症。
- 5. 懷孕:任何因分娩、流產、墮胎、懷孕,包括但不限於懷孕測試、 產前護理或產後護理及其他因懷孕、避孕或避孕裝置、不育或不論 男女的絕育。

6. 危險活動

- 6.1. 為業務或技術行動或以航空機組人員身份或因應任何其他飛行活動而飛行,但以乘客身份乘搭定期航班飛機或雙引擎或多引擎包機例外。
- 6.2. 狩獵、任何性質的越野障礙賽(競步除外)、足球、水球、 電單車、攀山、潛水運動、滑水或探洞。

特別條款

本節需遵從以下條件:

1. 年齢限制

- 1.1. 「你」及/或「住戶」必須年滿十六(16)歲及少於六十五 (65)歲。
- 1.2. 當「你」及/或「住戶」成員年屆六十五(65)歲後本節為「你」及/或「住戶」提供的保障將會終止及從此「保單」 分割。
- 治療:「你」及/或「住戶」必須於「意外」發生後,在切實可行的情況下聽取及根據醫療或手術意見採取行動及接受合理的醫療檢查。
- 3. 索償證明:「你」及/或「住戶」的法定遺產代理人必須:
 - 3.1. 儘快向「我們」發出書面通知·並且自費提供「我們」就證明有關「意外」及死亡要求的所有證明書、資料及證據;及
 - 3.2. 於火化安葬或展開死因調查之前向「我們」發出合理通知· 「我們」並有權派代表參與任何身故受保人的驗屍程序。
- 4. 圓滿履行責任:當受保人的法定遺產代理人就本節向「我們」發出 收據或履責證明書後,「我們」即被視作已圓滿履行就本節向身故 受保人「意外」死亡支付賠償的所有責任,不論受保人於收據或履 責證明書發出當日之前或之後身故亦然。

第4節 – 緊急援助服務 (僅適用於綜合計劃)

保障事項

「我們」將為「你」及「住戶」於「緊急情況」下安排以下「緊急家居 支援服務」。有關之額外保障只適用於保障表或「附表」內所訂明之保 障。

- 1. **電工支援**:如電力裝置及電器發生任何故障·可安排一名註冊電氣 技師進行緊急臨時修理。
- 水喉匠支援:如水管及供水系統倘發生堵塞、爆裂及溢水,可安排 一名持牌水喉匠進行緊急臨時修理。
- 3. 鎖匠支援:如「你」及/或「住戶」「意外」反鎖於「你」的「家居」內外,可安排一名鎖匠開啟大門及/或修理門鎖。此保障不會提供任何有關以非機械鎖操作之門及/或門鎖支援服務。

不保障事項

就上述1至第3項提及的保障而言·倘需要的修理需要在「你」的「家居」進行破牆或拆除工作·此保障不會提供任何支援服務。

查詢及轉介服務

「我們」按「你」的要求可為「你」及/或「住戶」安排以下「緊急家

居支援服務」·然而所產生的任何費用將由「你」及/或「住戶」自己 承擔·

- 家居清潔服務:安排一間專門清潔家居的公司處理「你」「家居」 的清潔問題。
- 2. 轉介出診醫生/牙醫:安排一名註冊醫生或醫療專家前往「你」的「家居」診症·或為「你」預約牙醫。
- 3. 托兒/家務助理/看護支援:安排一名保姆或家務助理在「你」不在家時照顧「你」的子女或其他「住戶」。另外·亦可安排一名合資格護士前往「你」的「家居」照顧「你」所指定的任何人士。
- 4. 滅蟲服務:安排一間專門滅蟲的公司處理「你」「家居」蟲禍的問題。

「緊急家居支援服務」由「我們」所指定的服務供應商提供。 「緊急家居支援服務」熱線 +852 2886 3977

第5節 - 樓宇(自選保障)(僅適用於綜合計劃)

承保事項

如於「保險期」內構成「你」「家居」的「樓宇」部分蒙受任何「意外」損失、損毀或損壞,「我們」將向「你」及/或「住戶」作出替換或維修費用賠償。

山泥傾瀉及地陷:於「保險期」內構成「你」「家居」的「樓宇」部分 由於地陷或山泥傾瀉直接導致損失或損壞。

不包括事項:

- 1. 以下事故直接或間接引起、導致或招致的損失或損壞:
 - 1.1. 海岸風化侵蝕、地層隆起;或
 - 1.2. 相關工程建成後五(5)年內結構下陷或填土地下沉。
- 2. 地陷及/或山泥傾瀉造成徑道、行車道、圍欄、閘、邊界及護土牆 損失或損壞。
- 3. 清理地陷及/或山泥傾瀉泥頭·或於地陷及/或山泥傾瀉後修葺現場的費用·但需要修理的「你」「家居」的「樓宇」部分則不在此限。
- 4. 設計或工藝不良或使用不良質料直接造成或引致的損失或損壞。
- 5. 任何性質的間接損失或損害。
- 6. 經比例攤分釐定·於「保單」生效期內相隔連續七十二(72)小時發生的每宗不多於保障表或「附表」就本節山泥傾淙及地陷的「自負額」訂明的損失金額。

不承保事項

「我們」不會就下列事故直接或間接引致之損失、損毀或損壞向「你」 及/或「住戶」作出賠償:

- 1. 不誠實行為:由「你」及/或「住戶」及/或「家傭」作出之不 誠實、欺詐行為、哄騙或其他虛假手段。
- 2. **自然損失:**自然損耗、生銹、腐蝕、侵蝕、黴菌、溫度或濕度改變、濕腐或乾腐、不適當維修、變質、外觀變化、動物、雀鳥、昆蟲、幼蟲或任何有害蟲鼠。
- 3. 無人居住:「你」的「家居」連續三十(30)天無人居住後發生水浸事件所招致的損壞。
- 4. **政府執法**:政府執行監管任何「樓宇」建造、修理或拆卸工程的條例或法律。
- 5. **修理及維修**:根據本節的受保事件非必要的翻新、改建、修理及安 裝工程。
- 6. 不適當維修、設計或工藝或質料缺陷
 - 6.1. 因不適當維修、設計或工藝或質料缺陷直接造成或引致的損失或損毀。

6.2. 「我們」會為上述第 6.1 項的原因而引致其他財物的損失、 損毀或損壞作出賠償。

保證條款

於「保險期」內,「你」須保證:

- 「你」應保持「家居」、「樓宇」功用及狀態良好·並採取所有可 行措施防止物業受損。
- 「你」應依照香港政府所有法律、規例、守則及指引(包括香港土木工程拓展署轄下土力工程處發出的「岩土指南第五冊 斜坡維修指南」的指引)・維修「你」應負責的所有人工斜坡及護土牆。
- 3. 如有以下情況,「你」必須即時通知「我們」:
 - 3.1. 「你」的「家居」之下、周圍或附近進行挖掘工程。於該情況下「我們」有權更改或取消本「保單」提供的保障。
 - 3.2. 任何承保風險發生·並正影響「樓宇」的任何部分或其周圍 環境。

額外保障

「我們」會向「你」及/或「住戶」作出以下額外賠償:

1. 清理碎礫:經「我們」事先書面同意、「你」及/或「住戶」清理「你」的「家居」任何在受保事件中損毀或損壞的碎礫、或拆卸、 拆除、支撐或支承此等部分所招致之費用與開支。

「我們」不會支付下列費用或開支:

- 1.1. 清理並非位於「你」的「家居」或毗連範圍的碎礫所招致的 費用或開支。
- **1.2.** 因來自「你」的「家居」或其他地方的任何財物或碎礫污染或沾汙所直接或間接引起的費用或開支。
- 1.3. 因執行任何監管或管制建築、安裝、修理、更換、拆卸、佔 用、操作或以其他方式使用此等財物的相關法律、規例或規 則所招致的費用或開支。
- 1.4. 超出實際重建總費用之百分之五(5%)的費用或開支。
- 2. 建築師及測量師費用:經「我們」事先書面同意·「你」及/或「住戶」因還原受本節承保的構成「你」「家居」的「樓宇」部分所聘請建築師、測量師、工程師、律師及其他專業人所招致的必要的相關服務收費。

「我們」不會支付以下費用或開支:

- 2.1. 「你」及/或「住戶」籌備索償所需的費用。
- 2.2. 超出相關專業聯會所訂收費水平的費用。
- 2.3. 超出實際重建總費用之百分之五(5%)的費用或開支。

第6節 - 全球個人物品保障(自選保障)(僅適用於綜合計劃)

- 1. 如於「保險期」內「你」及/或「住戶」在世界任何地方因「意 外」以致「個人物品」損失、損毀或損壞,「我們」將作出賠償。
- 2. 若有關「意外」為偷竊或遺失·「你」及/或「住戶」必須在發現事件後二十四(24)小時內向當地警方報失。

本節並不適用於第1節內其他額外保障已涵蓋之保障範圍。

額外保障

- 1. 如於「保險期」內「你」及/或「住戶」在世界任何地方因「意外」以致「你」的筆記型電腦、平板電腦、「電子通訊產品」蒙受任何損毀或損壞,「我們」將向「你」及/或「住戶」作出替換或維修費用賠償。所有維修將會受限於以下條款:
 - 1.1. 所有合保障資格之產品必須是在香港境內之產品生產商或授權維修中心進行;

1.2. 有關索賠必須以產品生產商或授權維修中心出具之正式收據 / 損壞報告為有效的支持文件。

「我們」不承保以下事項引致的損毀或損失:

- 1.3. 發生「意外」時任何在供應商或零售商生效保證計劃下之產品:
- 1.4. 因盜竊、搶劫或意外遺失;
- 1.5. 因老化、磨損、逐漸退化、刮花或出現凹痕;
- 1.6. 電力/機械故障。
- 2. 未經授權使用信用卡:「你」或「住戶」的個人財物在世界任何地方「意外」丟失或失竊而導致信用卡被未經授權使用而造成的損失、惟該事件必須於發現有關「意外」的二十四(24)小時內向當地警方報失。
- 3. 「金錢」失竊:「你」或「住戶」在世界任何地方遭遇盜竊或搶劫 「意外」而導致的「金錢」損失·惟該事件必須於發現有關失竊 「意外」的二十四(24)小時內向當地警方報失。
- 4. 補領個人證件:「你」或「住戶」的個人財物在世界任何地方「意外」丟失或失竊而導致必須補領個人證件及信用卡的有關補領費用·惟該事件必須於發現有關「意外」的二十四(24)小時內向當地警方/當地大使館及發咭機構報失。

不承保事項

「我們」不會賠償以下事故直接或間接造成的損失、損毀或損壞:

- 1. 有害蟲鼠及黴菌:有害蟲鼠、昆蟲及黴菌。
- **2. 自然損耗**:生銹、腐蝕、侵蝕、黴菌、溫度或濕度改變、濕腐或乾腐、變質,外觀變化。
- 3. 處理過程損失:任何修理、修復或裝修之程序
- 4. 海關機構:任何被政府、公共、市級、地方當局或海關機構充公、 收歸國有、徵用或蓄意破壞之損失。
- **5. 機械及電力錯亂:**機械或電力錯亂、鏡片或玻璃遭刮花或破損、除 非此項損毀伴隨其他於本節另有承保的損壞。

第二部份 – 賠償程序

1. 索償涌知

- 1.1. 如要申請索償·「你」必須於引致損失的事件發生後三十 (30)日內成功通過"e 索償"通知「我們」。
- 1.2. 倘因「意外」死亡之索償·「你」的合法代表必須立即通知 「我們」。
- 1.3. 「我們」所需之任何證明書、資料及證據·須依據「我們」 所定之形式及性質提交·而所需費用概由「你」或「你」的 個人代表負責。
- 1.4. 如「你」不遵守本條款、「我們」將全權酌情決定不會支付本「保單」的任何保障。

2. 損失證明

- 2.1. 所有損失證明文件需於成功申請"e 索償"後三十(30)日內呈交給「我們」。
- 2.2. 倘有合理的緣由不能於此限期內將有關證明文件送交「我們」,但已儘可能於限期後立即送出,且從需要該有關證明文件起計不超過一百八十(180)日之限,則不會被視為放棄申請賠償的權利。
- 2.3. 「我們」所需之證書、資料及證據,須依據「我們」所定之 形式及性質提交,所有費用需由索償者負責,「我們」概不 會負責任何費用。

3. 索償時限

3.1. 除索償已被「我們」接納或為有待進行之未審結訴訟或仲裁 外·於任何情況下·「我們」概不會就「你」於引致損失的 事件發生後滿十二(12)個月方提出之有關索償支付賠償。

4. 責任索償

4.1. 「你」未經「我們」事先書面同意·不可承認、否認或解決任何索償。

5. 代位權

5.1. 「我們」有權自費以「你」名義對任何有可能導致本「保單」 索償的承保事件的第三者進行追討·「你」需同意執行並允許 「我們」因執行任何權利及補救·或從他人獲取援助或賠償的 目的下所作出的合理要求的行為或事情。

6. 付款依據

(僅適用於第1節 - 家居財物保障以及第6節 - 全球個人物品保障(自 選保障))

6.1. 舊換新基本條款

- 6.1.1. 「我們」可選擇以等同新的財物替換原有財物·亦可 將財物維修至相等於但不會勝過新購時的狀態·又或 支付替換或維修費用(兩者以較低為準)·而不會扣 減自然損耗值或折舊值。
- 6.1.2. 若由於市面上不再提供任何相同或相似型號·新的替 換財物質素勝過原有財物的狀態·我們將允許以下第 6.2 節"賠償改善"。

6.2. 賠償改善

- 6.2.1. 「我們」將參考於「意外」發生時市面上相同或相似型號·並減去"改善"金額。
- 6.2.2. "改善"是指最接近現有型號新的替換財物與損毀或 損壞財物於報告事故發生時之價值差額。
- **6.2.3.** 在此情況下·我們有絕對酌情決定權來確定"改善" 的金額。

6.3. 一套、一對或一組條款

6.3.1. 如受保物件乃一對、一套或一組的組成部分,「我們」所支付的賠償額將不會超過損失或損壞部分的價值,而不論該組成為一對、一套或一組部分具有特殊價值亦然。於任何情況下,「我們」支付的賠償額不會超過該一對、一套或一組物品投保額的比例部分。

僅適用於第5節 - 樓宇(自選保障)

- 6.4. 「我們」將支付重建或修復「樓宇」至全新狀況所實際招致 的費用。
- 6.5. 如該物業不會修理或重建·「我們」只會向「你」賠償該物業蒙受損失之前的價值·以及拆卸和清理瓦礫的合理費用。

7. 最高責任限額

僅適用於第1節 – 家居財物保障及第6節 – 全球個人物品保障(自選保障)

- 7.1. 於「保險期」內·「我們」根據本節(包括本節所有額外保障)支付的最高責任限額不會超過保障表或「附表」就本節訂明的任何一宗「意外」的總投保額。
- 7.2. 除非特別向「我們」聲明並獲得「我們」同意·否則於「保險期」內·「我們」根據本「保單」就任何一件物件所支付的最高賠償總額不會超過保障表或「附表」中就本節個別物件訂明的個別限額。

僅適用於第2節 - 法律責任

7.3. 「我們」於本節中最高的賠償責任(包括所有費用、開支及 法律費用)·不可超過保障表或其他於「附表」就本節訂明 任何一宗「意外」或任何一個「保險期」的「責任限額」。

僅適用於第5節 - 樓宇(自選保障)

7.4. 「我們」根據本節支付的最高限額不會超過重建或修理 「你」於本節中受保的「樓宇」至全新狀況所實際招致的費 用。

8. 「自負額」

「我們」無須賠償每宗不多於保障表或「附表」中就「自負額」訂明的 損失金額。

第三部分 - 一般不承保事項

如因下列事故直接或間接招致或引起任何人士或財物蒙受任何損失、損 毀、損傷、疾病或損壞,又或招致關乎任何人士或財物損失、損毀、損 傷或損壞的責任,「我們」不會作出賠償。

1. 無法解釋的損失

無法解釋的損失或任何財物失蹤。

2. 非法活動

任何「你」及/或「住戶」的刑事、或非法行為。

3. 潛在的缺陷

「保險期」開始前發生的事故或「保險期」開始前已出現的損壞。

4. 蓄意損壞

「你」或「住戶」或其「僱員」或「家傭」的蓄意行為。

5. 間接損失

任何性質的間接損失。

6. 貶值

任何財物的貶值或價值損失。

7. 剝奪擁有權

- 7.1. 因任何合法組成的機構充公、收歸國有、強佔或徵用而被永 久或暫時剝奪擁有權。
- 7.2. 因任何人士非法佔用所致的永久或暫時剝奪擁有權。

8. 未經許可建築工程

受保「樓宇」內或上之現有或新建未經許可結構及/或未經許可建造、 搭建、拆卸、修理、安裝及翻新工程。於本條款而言,未經許可結構及 未經許可建築工程將依照《建築物條例》(香港法例第123章)詮釋。

9. 污染及沾污物

「你」及/或「住戶」將煙霧、水蒸氣、油煙、煙、酸性物質、鹼性物質、有毒化學物、液體或氣體、廢料或其他刺激物、沾污物或污染物排放、發放、釋放或漏出至土地或空氣內、任何水道或水中而造成污染。

10. 輻射污染

因下列事故直接或間接招致或引起的任何支出、後果損失、法律責任或 財物損失:

- **10.1.** 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的 電離子輻射或放射性污染。
- 10.2. 任何爆炸性核子機組或核子港元件產生的輻射性、毒性、爆炸性或其他危險物質。
- **10.3.** 任何採用原子、核裂變、聚變或其他類似反應或放射性力量或物質的核子武器。
- **10.4.** 放射性、有毒、爆炸或其他危險或任何有污染性質的放射性物質。

11. 戰爭

11.1. 戰爭、侵略、外敵入侵、敵對局面或交戰事件(不論正式宣 戰與否)或內戰。 11.2. 政變或平民叛亂升級或擴大至大規模的叛變事件、軍事政變、反叛、革命、軍事行動、篡權或與任何組織(從法律上或實際上或透過恐怖活動或暴力參與推翻政府活動之組織) 有關或代表此等組織之人士所作的行為。

12. 恐怖活動

- **12.1.** 任何恐怖活動·不論是否由其他原因或事件同時或以任何時 序所致而造成之損失。
- 12.2. 任何抑制、防止、鎮壓、報復或回應恐怖活動的行動。
- 12.3. 於本不承保事項·恐怖活動包括任何人或團體不論在法律上或實際上獨自行動或代表任何組織或政府·為達到政治、宗教、意識形態或類似目的(包括不論合法與否)意圖影響任何國家在法律上或實際上的政府或其任何政治分部·及/或威脅公眾或任何國家的部分公眾的行為、準備或恐嚇行動·包括:
 - 12.3.1. 涉及以暴力對待一人或多人;
 - 12.3.2. 涉及財物損毀;
 - 12.3.3. 危害生命但不包括執行行動的人;
 - 12.3.4. 對健康或公眾或部分公眾的安全製造風險;或 12.3.5. 設計幹擾或破壞某電子系統。
- **12.4.** 如有任何行動或訴訟關於「蘇黎世」引用此條款而不負責任何損失或損毀,「閣下」需自行負責提供證據證明該損失或損毀是受保範圍之列。

13. 聲震

以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波。

14. 網絡行為

- 14.1. 由「網絡行為」直接或間接引致、造成、導致、引發或與此等行為有關的任何損失、毀壞、法律責任、索償或任何性質的開支或費用。
 - 14.1.1.「網絡行為」是指在任何時間和地點所做的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。
 - 14.1.2.「電腦病毒」是指一組損壞的、有害的或未經授權的 指令或代碼,包括一組通過程序或其他方式惡意傳播 的未經授權指令或代碼,並通過電腦系統或任何性質 的網絡傳播。電腦病毒包括但不限於「特洛伊木 馬」、「蠕蟲」和「時間或邏輯炸彈」。
- 14.2. 由任何性質的原因(包括但不限於「網絡行為」)引致任何「電子數據」的損失、損害、破壞、扭曲、擦除、損壞或更改;或由此產生任何性質的「電子數據」的使用性損失、功能性、成本或費用的降低,不論其他任何原因或事件是否同時或以任何其他順序造成了損失。
 - 14.2.1.「電子數據」是指將事實、概念和資訊轉換為可通過電子和機電數據處理或電子控制設備進行通訊、解釋或處理的形式,並包括用於處理和操縱數據,或用於指示和操縱這些設備的程式、軟件和其他編碼指令。

14.3. 電子數據遺失:

如本「保單」受保的「數據處理媒體」遭受實質損失或損 毀·本「保單」將涵蓋維修或更換「數據處理媒體」本身的 費用以及從備份或上一代原件複製「電子數據」的費用。任 何從研究和工程或重新創建、收集或組裝此類「電子數據」 而產生的費用均不受保。如果該媒體未有被維修、更換或恢 復·估價的基本準則為空白「數據處理媒體」的成本。但 是·即使此類數據無法被重新創建、收集或組裝·本「保 單」也不會就與此類數據的價值有關的金額·向「受保人」 或任何其他一方作出任何賠償。

14.3.1.「數據處理媒體」是指本「保單」下受保的可儲存 「電子數據」的物件,而不是「電子數據」本身。

15. 傳染性疾病

任何直接或間接由傳染病或傳染病的恐懼或威脅(不論是實際或意識到的)引致、引起、或於傳染病或傳染病的恐懼或威脅(不論是實際或意識到的)的同時發生或以任何順序發生的任何損失、損毀、索償、費用、開支或其他款項。

就本批單而言,損失、損毀、索償、費用、開支、或其他款項包括但不 限於為傳染病或受該傳染病影響的任何受保財產之清理、解毒、清除、 監測或測試的任何費用。

如本條款所述·傳染病是指可通過任何物質或媒介從任何生物體傳染給 另一生物體的任何疾病·其中·

- 15.1. 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體 或其任何變種,不論其是否被視為活體,及
- 15.2. 傳播方法·不論是直接或間接·包括但不限於空氣傳播、體 液傳播、從任何表面或物體、固體、液體或氣體或生物體之 間的傳播·以及
- **15.3.** 疾病、物質或媒介可能導致人類健康或人類福祉的損害或造成相關威脅,或可能導致本保險項下的受保財產造成損毀、惡化、價值損失、可銷售性或使用性損失或造成相關威脅

第四部分 - 一般保單條款

1. 妥為遵循

「你」必須遵從本「保單」之條款、條文、條件及批單,而「你」提供 涉及風險之資料乃確實無訛,「我們」會履行保險責任。

2. 整體協議

本「保單」包括所有「有關文件」·乃立約各方之間的整體協議。任何 代理或其他人士均無權更改或豁免本「保單」的任何條款。本「保單」 如有任何修改·必須獲得「我們」有關的負責人批准並簽發批單作實· 方始生效。

3. 虚報或漏報資料

若「你」或任何代表「你」之人士在投保表格及聲明或就任何索償知情 地作出任何虛假陳述或未能遵行最高誠信·「我們」概不就任何索償進 行理賠責任·本「保單」規定之所有保障亦即時停止生效。「我們」亦 不會就已付保費作出任何退款。如「我們」已支付本任何保障·「你」 必須於收到「我們」發出之還款通知書後七(7)日內退還有關之保障賠償 予「我們」。

4. 風險變更

如有任何重要改變以致可能對本保險有重要影響,「你」必須即時通知「我們」。

5. 緊急家居支援服務

受委任提供服務之緊急家居支援服務機構乃是一間獨立服務供應商·在「你」要求下為「你」提供服務。「我們」、「我們」的附屬機構、代理或旗下的員工不會就緊急家居支援服務的有關服務供應商、該機構之員工、代理或代表的任何行為、違責、疏忽錯誤或遺漏負責。

6. 其他保險

只適用於第2節如並非有本「保單」·「你」便會獲得其他保險計劃的 賠償·則「我們」只會支付其他保單賠償額以外的溢額。

只適用於第1及4節如在蒙受損失當時,「你」或「你」的代表已投購任何其他保險保障承保財物的損失、損毀或損壞,「我們」只會賠償本「保單」各節損失的應計比例。

如其他保險訂明保障任何承保財物但有條款規定無須與本「保單」共同 分擔全部或部分損失,「我們」只會根據有關財物價值的投保額,按比 例支付賠償。

ZHM-DIR-002-07-2025

7. 合理謹慎

「你」必須:

- 7.1. 採取所有合理謹慎措施·以維持「你」「家居」、所有「家 居財物」及任何使用於 「你」「家居」的物品之狀態及功 用良好;
- 7.2. 作出所有合理預防措施·避免引致「身體損傷」及財物損壞;
- 7.3. 遵從任何公共機構就人身或財物安全制定之所有法定義務、 附例或規例。

8. 保費

「我們」保留權利根據適用的保險費率於「保費」到期日修改或調整「保費」·並於三十(30)天前以書面通知「你」·而首繳費將不予退還。

9. 取消保單

「你」可以隨時取消此「保單」;惟須於取消保單前的保險期內並沒有任何索償紀錄·「我們」會按比例形式計算保單生效少於一(1)年或「你」選擇取消保單的退保保費。

「我們」可向「你」發出三十(30)日事前書面通知取消本「保單」‧通知書將以掛號郵件方式寄至「你」最後為「我們」所知的地址‧並會將已扣減本「保單」執行期內按比例調整之「保費」退還「你」。

10. 收款

若「你」不幸離世‧「我們」保證「你」的法定遺產代理人可以得到此「保單」的保障及為「你」承擔任何責任‧惟該法定遺產代理人需遵守本「保單」的條款。

11. 保單詮釋

本「保單」的詮釋及所載之任何詞彙均按照香港特別行政區法律闡釋。

12. 筆誤

「我們」的筆誤不會令生效之保單因而失效,或令失效之保單因而生效。

13. 法律訴訟

當索償證明文件依據本「保單」規定送交「我們」後·六十(60)日內不得向本「保單」進行法律訴訟以求賠償。此外·「你」亦不得在「我們」要求其提供索償證明的指定限期屆滿一(1)年後提出訴訟。

14. 替代性爭議解決方案

如有任何關乎本「保單」出現的爭議·爭議各方可根據香港司法機構為 民事調解所訂立及爭議當時所適用之有關實務指示·真誠進行調解。如 爭議各方未能於九十(90)日內透過調解解決爭議·爭議各方均應將有關 爭議提交予香港國際仲裁中心·按照提交仲裁通知時有效的《香港國際 仲裁中心機構仲裁規則》仲裁解決。本仲裁條款適用的法律為香港法 律·而仲裁地應為香港。仲裁員人數為一(1)名·而仲裁程序應以英語進行。

現明文述明·在爭議各方根據本「保單」行使任何法律權利前·必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果·如「我們」否認或否決·「你」追索本「保單」之任何責任·而並未能於「我們」所發出之通知十二(12)個月內按以上規定展開仲裁·「你」之賠償申請即被視作已被撤回或放棄·並且不能根據本「保單」再次進行追討。

15. 第三者權利

除保單持有人或「你」或本「保單」以明示方式指明以外、任何人士如 非本「保單」之一方並沒有權利執行或享有本「保單」條款的保障。任 何有關合約第三者權益之法例將不適用於本「保單」。不論本「保單」 任何條款所列、任何保單變更(包括任何解除責任或責任妥協)或終止 均不須第三者同意。

16. 遵從基本條款

如「你」違反本「保單」任何條款·所有就本「保單」提出的索償均告 無效。

17. 個人資料收集目的

「我們」將根據「我們」不時通知「你」的私隱政策使用所有已收集及 持有的個人資料·「你」亦可透過此網址查閱有關私隱政策:

https://www.zurich.com.hk/zh-hk/services/privacy

「你」會·及會促使「保單」內其他受保人·授權「我們」根據「我們」於不時適用之私隱政策所詳列的強制性用途·使用及轉發(至香港境內或境外)包括屬敏感性如香港法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「你」向「我們」提供任何第三者資料‧「你」必須保證於提供此等個人資料予「我們」前已獲得有關資料當事人之正式同意‧使「我們」可以評估、處理、簽發及執行管理本「保單」‧包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

18. 制裁

若本「保單」提供的保險、款項、服務、保障及/或受保人的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求·不論本「保單」任何其他條款所列·保險公司則不得被視為向任何受保人或其他一方提供任何保險或將向受保人或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求,或若受保人或其他接受款項、服務或保障的一方是受制裁人 十。

19. 管轄法律及司法裁判權

本「保單」受香港法律及條例管轄及按其詮釋。而受本「保單」中之替 代性爭議解決方案條文所限下‧爭議各方同意受香港法院的專有司法裁 判權。

20. 續訂保單

從「保單生效日」起計·本保單會維持最長一年生效期及由「我們」決定每年自動續保·但「我們」保留權利在每個保險期之續保時間前30日向「你」提供書面通知以更改條款·包括但不限於保費、保障、保障額或不承保事項。「我們」沒有責任透露有關更改之原因。儘管如此·

「你」可於本保單任何一個保險期之保單週年日前表示不接納更改‧最 後可以不實行續保。

第五部分一詞彙釋義

此保單措辭中以大寫字體顯示的某些詞語將具有如下所示的特定含義。 「**音外」**

指「你」及/或「住戶」或「家傭」無法控制之突發、意外及不可預見 並招致損失的事件。

「身體損傷」

於第2節:指身體損傷、病症、疾病及精神創傷或其所導致之死亡。 於第3節:指在「意外」中純粹因暴力、外來及可見方式導致而並非任 何其他原因引致的身體損傷。

「樓宇.

指「你」的「家居」所在之主建築物·並包括以下如構成「你」「家居」的部分:

- 1. 由專業設計、建造和安裝的太陽能光伏系統或電動汽車充電器
- 2. 牆壁、閘及圍欄
- 事道、小徑、平台、露台、住宅用溫室、游泳池、天台、頂層、存 儲單位、車庫或泊車位
- 4. 隱藏「固定附著物」僅限於「你」的「家居」單獨使用的排水管、 管道、電纜和電線等。

但不包括地基、排水渠或最低樓層底下的建築物任何部分。

「自負額」

指任何於本「保單」下不承保之指定金額及在「我們」按本「保單」就 各相關章節下作出賠償前須由「你」及/或「住戶」首先自行承擔之金 額。

「家傭」

指任何於「保險期」與「你」及/或「住戶」存有僱員合約而合約訂明 的工作性質為於「你」「家居」內處理家務的全職同住僱員。

「電子通訊產品」

指便攜式 / 手提電話、智能手提電話、耳機等。

「緊急情況」

指「你」「家居」發生的突發及不可預見事件‧對「你」、「住戶」成員或第三者的生命或財物構成威脅或直接危害‧以致必須即時安排水電技師或鎖匠提供臨時修理/維修服務。

「僱員」

指《僱員賠償條例》(香港法例第282章)詮釋的「僱員」。

「裝置」

指非永久固定於「你」的「家居」而「你」可遷移至新居之物品。

「固定附著物」

指永久固定於「你」的「家居」而「你」不可遷移至新居之物品‧包括 但不限於地板、窗戶、大門、牆面覆蓋物、浴室套件、廚房的固定 設備、入牆衣櫃、入牆櫥櫃、入牆玻璃和定製地毯。

「家居」

指「你」及/或「住戶」並擁有或佔用之私人居所、房屋或私人居住單位,並於「附表」列為承保地點:

 包括於「你」的「家居」所在相同樓宇的天台、頂層、存儲單位、 車庫或泊車位

「住戶」

指「你」永久性居於「家居」內的家庭成員、親屬及或其他人士・

但以下則除外:

- 1. 但任何與「你」有租賃協議的租戶;
- 2. 「家傭」;
- 3. 「僱員」。

「責任限額」/「投保額」

指「附表」註明之責任限額或受保金額。

「金錢」

指持有作社交或家居用途的現金、支票、郵政匯票、銀行匯票、旅行用 之交通票據、存款證、郵票、禮券、八達通、八達通手錶及任何形式電 子錢幣。

「保險期」

指「附表」註明之保險生效日期和保險結束之間的時間段。

「個人物品」

指日常生活一般穿戴或攜帶的財物、

但不包括:

- 1. 其他保險保單更加特定註明承保的財物;
- 2. 筆記型電腦、平板電腦、「電子通訊產品」;
- 契約、債券、匯票、證券、文件、手稿、業務、專業或貿易貨物或 設備;
- 皮草、信用卡、隱形眼鏡、假牙、義肢、露營用品、槍械或任何性質之「金錢」;
- 任何人士擁有、受信託保管、持管或控制而其間作專業用途之樂器、體育設備及攝影器材;
- 6. 使用中的體育服裝及裝備。

「保單」

指本「保單」文件及「我們」發予「你」及「住戶」陳述條款及承保範 圍之「附表」。

「保費」

指本保單「附表」列明之保費款項。

「附表」

指附屬及構成本「保單」一部分之「保單」附表。

「太陽能光伏系統」

指太陽能光伏板、逆變器及其配件。

「貴重物品」

指珠寶、黃金、銀、貴重金屬、皮草、腕錶、古玩、藝術品及古董。 「你」

指「附表」上註明為受保人之人士。

「我們/承保人/本公司」

指蘇黎世保險有限公司。

2	Legal Liability 法律責任		
	Limit of liability 保障額	5 000 000	40,000,000
	Per any one Accident and any one period of insurance	5,000,000	10,000,000
	任何一宗「意外」及任何一個「保險期」		
3	Accidental Death 意外身故		
	Limit of liability 保障額	100,000	200,000
	Per any one Accident and any one period of insurance	100,000	
	任何一宗「意外」及任何一個「保險期」		
4	Emergency Assistance Benefits 緊急援助服務		
	Emergency Home Assistance Service「緊急家居支援服務」		
	a) Electrical, plumbing, locksmith assistances 電力維修、水喉匠、鎖匠	Not applicable 不適用	Hassle-free cashless approach 免找數方案
	b) Recycling and others 家居電器環保回收及其他		
	(Please contact us to get the list of Our recycling service	Referral service	Referral service
	recognized or designated providers. 請聯絡「我們」索取認可或指	提供轉介服務	提供轉介服務
	定服務環保回收供應商名單。)		
5	Building 樓宇		Optional 自選保障
	Per any one Accident and any one period of insurance 任何一宗「意外」及任何一個「保險期」		On Rebuilding Cost 以重建價值計算
	Extended Benefits 額外保障	Not applicable	
	Per any one Accident 任何一宗「意外」	不適用	
	Debris removal 清理碎礫		5% of Rebuilding Cost 重建價值之 5%
	Architects' and surveyors' fee 建築師及測量師費用		5% of Rebuilding Cost 重建價值之 5%
6	Worldwide Personal Possessions 全球個人物品保障		Optional 自選保障
	a) Per any one Accident and any one period of insurance 任何一宗「意外」及任何一個「保險期」		50,000
	b) Limit per item (per set, pair or collection) 就每件(一套、一對或一組)物品保障限額		10,000
	Extended Benefits 額外保障		
	Per any one accident 任何一宗「意外」	Not applicable 不適用	2,500 per item of
	a) Repair cost reimbursement for Electronic Communication		Electronic Communications Products
	Products/laptop/tablet computers (Maximum two (2)		「電子通訊產品」每項
	reimbursements per policy year). 「電子通訊產品」/筆記簿型電腦/平板電腦之維修費用保障		2,500
	(每一保單年度最多兩(2)次保障)。		5,000 per any one (1) laptop/tablet computer
	() () () () () () () () () ()		每部筆記簿型 / 平板電腦
			5,000
			10,000
	b) Unauthorized use of credit cards 未經授權使用信用卡		10,000
	c) Loss of money 「金錢」失竊		,
	d) Replacement of personal documents 補領個人證件		10,000

Section 節	標準自負額 Standard Excess
Section 1 / 第 1 節 Home Content Protection 家居財物保障	For each and every loss: 1) HKD 1,000 for water damage, typhoon, windstorm or landslip and subsidence 2) HKD 500 for others
	每次損失:
	1) 由水濕造成的損毀、颱風、風暴、山泥傾瀉及地陷 HKD 1,000
	2) 其他 HKD 500
Section 2 / 第 2 節 Legal Liability 法律責任	For each and every loss: HKD 1,000
	 每次損失:
	HKD 1,000
Section 5 / 第 5 節 Building 樓宇	For each and every loss: 1) HKD 1,000 for water damage, typhoon, windstorm or landslip and subsidence 2) HKD 500 for others
	 每次損失:
	1) 由水濕造成的損毀、颱風、風暴、山泥傾瀉及地陷 HKD 1,000
	2) 其他 HKD 500
Section 6 / 第 6 節 Worldwide Personal Possessions 全球個人物品保障	For each and every loss: HKD 500
	每次損失:
	HKD 500

Emergency Home Assistance Service – Hassle-free cashless approach

「緊急家居支援服務」- 免找數方案

(Comprehensive plan only 只適用於綜合計劃)

	Standard hours 基本時段	Non-standard hours 非基本時段
Standard area 標準地區	Cashless 免找數	HKD 800 surcharge 800 港元附加費
Remote area 偏遠地區	HKD 800 surcharge 800 港元附加費	HKD 1,200 surcharge 1,200 港元附加費

Emergency Home Assistance Service must be rendered by the service provider nominated by Zurich Insurance Company Ltd. The service is only applicable to the first site inspection and repair (not including any material costs) and is subject to service availability.

緊急家居支援服務必須由蘇黎世保險有限公司指定服務供應商提

供;只適用於每宗意外的首次上門檢查及維修(不包括物料費

用),並視乎實際服務供應情況。

Standard hour 基本時段

Technician arrival time: 9 a.m. to 9 p.m., Monday to Sunday (except public holidays)

以工程人員到達時間為準:星期一至日上午9時至下午9時 (公眾假期除外)

Standard area 標準地區

Hong Kong Island, Kowloon, New Territories and Tung Chung

香港島、九龍、新界及東涌

Remote area 偏遠地區

Outlying islands except Tung Chung and restricted areas (including Mai Po, boundary control points and villages of the Frontier Closed Area, etc.)

離島(東涌除外)及限制地區(包括米埔、邊境禁區的檢查 站、管制站及村落)

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability) 25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

蘇黎世保險有限公司 (於瑞士註冊成立之有限公司) 香港港島東華蘭路 18 號港島東中心 25-26 樓







