

Enquiry Hotline: 3187 5100

PREMIER HOME COMPREHENSIVE INSURANCE POLICY

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED. (*hereinafter called the Company*) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured of all the terms and conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

PART I – GENERAL DEFINITIONS AND INTERPRETATION

(1) Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule, endorsement and any memoranda shall bear such specific meanings wherever it may appear.

1. **Bodily Injury:** death or injury caused solely and directly by accidental, external, violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental disorder.
2. **Buildings:** structure of the Insured's private residence at the "LOCATION/THE PREMISES" mentioned in the Schedule including:
 - (1) Landlord and/or owner of the Home's fixtures and fittings; and
 - (2) Outbuilding used for domestic purposes, such as drives, walls, gates, hedges, fences, footpath, garages, terraces etc.

3. **Burglary:** theft consequent upon actual forcible and violent entry into the insured Home.
4. **Brittle Items:** glass, crystal, china, porcelain, earthenware or other similar items of fragile nature.
5. **Domestic Helper:** any domestic helper aged between eighteen (18) and sixty (60) who is an “employee” within the meaning of the Legislation and employed by the Insured and/or Family Members.
6. **Excess:** the first amount that the Company will not pay in respect of any one accident giving rise to a claim.
7. **Family Members:** the Insured’s spouse, parent(s), grandparent(s), and child(ren) (if any) who permanently reside at Home during the Period of Insurance.
8. **HKSAR:** the Hong Kong Special Administrative Region of The People’s Republic of China.
9. **Home:** the residential Buildings or the house or flat situated within HKSAR and named in the Schedule under “LOCATION/THE PREMISES”.
10. **Home Contents:** furniture, Household Improvements, home appliances, audio-visual equipment, personal computer sets, pianos, organs and the similar items, movable chattels that are complimentary from the developer, Personal Effects, Valuables and Brittle Items.
11. **Household Improvements:** improvements or betterments on walls, windows, ceiling, floors or doors made by the Insured and/or Family Members within the Home.
12. **Insured:** the name of the person(s) as specified under “THE INSURED” in the Schedule.
13. **Legislation:** Employees’ Compensation Ordinance (Chapter 282 of the laws of HKSAR).
14. **Limit of Indemnity:** the amount as specified under the Schedule and the “Limit of Indemnity Table” that the Company is liable to pay in the event of loss on each covered SECTION in this Policy.
15. **Money:** cash, currency notes, bank notes, banker’s drafts, securities, cheques, bonds, negotiable instruments, current postage stamps, travelers cheques, postal or other money orders, travel tickets, gift tokens, coupons or luncheon voucher.
16. **Noise-Induced Deafness:** same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of HKSAR).
17. **Period of Insurance:** the period starting from the date of commencement of insurance as stated in the Schedule and terminating on the date of termination in accordance with “PART IV - TERMINATION” under this Policy.
18. **Personal Documents:** passport, driving license, identity card, any certificate of birth or any other means of travelling documents for the Insured and/or Family Members.
19. **Personal Effects:** clothing and articles of personal use that are specifically designed to be either worn or carried excluding portable phones of any kind, pagers, spectacles, contact lenses, Money and Specially Held Items.
20. **Pneumoconiosis:** same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of HKSAR).
21. **Policy Year** each continuous twelve months period starting from the effective date of this Policy as specified in the Schedule.
22. **Robbery** theft action and with the use or intend to use of forces on the Insured and/or Family Members to put them in fear of being subjected to forces.

- 23. Schedule:** the pages attaching to the Policy which set out the details of the Insured's name, Location/Premises, the Period of Insurance, the premium, the Limit of Indemnity and the sections of the Policy that are operative. It forms a part of and should be read in conjunction with the Policy.
- 24. Specially Held Items:** items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.
- 25. Valuables:** watches, jewellery, gold, gold ware, silver, silverware, antiques, sports equipment, precious metals/stones, camera, video cameras, furs, pictures or other works of art, photographic equipment, binoculars, telescopes, curios, stamps or coins forming part of a collection belonging to the Insured and/or Family Members.
- (2) Any references, express or implied, to statutes or statutory provisions in this Policy shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidation legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.
- (3) References in this Policy to SECTIONS and Schedules and Appendices are to SECTIONS in and Schedules and Appendices to this Policy (unless the context otherwise requires). The Schedules and Appendices to this Policy shall be deemed to form part of this agreement between the Company and the Insured.
- (4) Headings are inserted for convenience only and shall not affect the construction of this Policy.

PART II – COVERAGE

SECTION 1 – HOME CONTENTS

(This SECTION is operative if so stated in the Schedule)

The Company will, subject to the terms of this Policy and up to the Limit of Indemnity as specified in the Schedule, indemnify the Insured and/or Family Members against accidental physical loss of or damage to Home Contents owned by the Insured and/or Family Members whilst contained in the Home during the Period of Insurance. The maximum Limit of Indemnity will be increased to 120% of the insured Plan during the typhoon or rainstorm season from July to September every year in HKSAR provided that the loss of or damage to Home Contents or Valuables is directly caused by the typhoon or rainstorm.

In the event the Insured is an owner of the Home but not occupying the Home and has the Home rented out, the Company will indemnify the Insured only against accidental physical loss of or damage to Home Contents owned by the Insured whilst contained in the Home but excluding Valuables and Brittle Items, whilst Family Members are not entitled to any indemnity under this SECTION in this Policy.

Subject to the terms of this Policy and up to the Limit of Indemnity as stated under “SECTION 1 - HOME CONTENTS” as specified in the Schedule, this SECTION provides the following extension coverage for the Insured and/or Family. The maximum limit of cover for each item is specified in the “Limit of Indemnity Table” in this Policy:

Extension Coverage to SECTION 1:

A. **Interior Decorations/Refurbishment Works:** Cover accidental physical loss of or damage to the Home Contents during the period of decoration/refurbishment work by contractors, provided that the period of such work must be completed within two (2) consecutive months and the relevant expense must not be greater than the contract value as specified in the covered Plan under the Limit of Indemnity Table in this Policy.

B. **Home Removal:** Cover accidental physical loss of or damage to the Home Contents in the course of removal by professional remover from the Home to the Insured’s new home in HKSAR.

This item does not cover:

- (1) goods of a perishable nature;
- (2) Money;
- (3) Brittle Items unless they have been separately packed for removal by professional packer/remover.

C. **Alternative Accommodation/Loss of Rental:** If the Home is rendered uninhabitable due to accidental physical loss or damage covered by this Policy, the Company will pay reasonable cost of temporary accommodation or loss of rental that are actually incurred by the Insured and/or Family Members during the period necessary for the reinstatement of the Home.

D. **Temporary Removal:** Cover accidental physical loss of or damage to the Home Contents except Personal Effects, Valuables, Brittle Items whilst temporarily removed from Home to any other premises for the purpose of professional cleaning, renovation, repair, modification, or dyeing within HKSAR. The period of temporary removal shall not exceed one hundred and eighty (180) days from the time the Home Contents is removed from the Home and until such time it arrives back to the Insured’s Home.

E. **Personal Belongings:** Cover accidental physical loss of or damage to the Insured and/or Family Members’ Personal Effects and Valuables happening anywhere in the world. This Policy also covers accidental physical loss of or damage to Domestic Helper’s Personal Effects due to Burglary at Home.

F. **Loss of Money:** Cover loss of Money by Burglary or Robbery at Home, provided that such loss must be reported to the police within twenty-four (24) hours upon discovery of the loss.

G. **Replacement of Personal Documents:** Cover the actual cost or fees necessarily incurred for replacement of the lost or damaged Personal Documents due to Burglary or Robbery at Home, provided that such loss must be reported to the police within twenty-four (24) hours upon discovery of the loss.

H. **Unauthorized Use of Credit Card:** Cover the loss following unauthorized use of credit card(s) due to Burglary or Robbery at Home, provided that the Insured and/or Family Member’s compliance of all the terms and conditions under which the credit card(s) are issued; and that the loss cannot be recoverable from any other source; and such loss must be reported to the police and

credit card issuing authority within twenty-four (24) hours upon discovery of the loss.

- I. **Replacement of Windows, Door Locks and Keys:** Cover the reasonable cost of replacing damaged windows, door locks and keys due to Burglary at Home.
- J. **Removal of Debris:** Cover the cost and expenses necessarily incurred due to accidental physical loss or damage covered under this Policy in the removal of debris of the portion or portions of the Home Contents insured.
- K. **Frozen Food:** Cover the cost of replacing food and drinks which are spoiled in the Insured and/or Family Members' refrigerator by:
 - (1) accidental breakdown of the refrigerator;
 - (2) accidental failure of electricity supply provided such failure is not caused by a deliberate act and without prior notice from the electricity supply company.

Extension Coverage to SECTION 1 above is not applicable for the Insured who is an owner of the Home but not occupying the Home and has the Home rented out, save and except item C - Loss of Rental and item J – Removal of Debris.

Basis of Claim Payment under SECTION 1

The Company may at its option reinstate or pay in cash for the accidental physical loss of or damage to Home Contents. For reinstatement of Home Contents, the Company will indemnify the cost of repairing the property as new or replacing as new with an item of similar quality. Deduction for wear and tear and depreciation will apply to clothing and footwear.

If two or more articles are insured under a single item or a set for the purpose of determining the Company's maximum liability per article, the Limit of Indemnity in respect of that item or set shall be deemed to have been apportioned equally between the said articles.

The Company's maximum Limit of Indemnity under this SECTION 1 in respect of any one occurrence of loss shall not exceed the amount specified under SECTION 1 – HOME CONTENTS as stated in the Schedule.

Exclusions under SECTION 1:

- 1. This SECTION does not cover loss or damage directly or indirectly caused by or contributed to:
 - (1) lack of maintenance, structural defect of the Buildings;
 - (2) seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
 - (3) wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
 - (4) fungus, damp, rust, rot, corrosion, the act of light or atmosphere, or gradual deterioration;
 - (5) electrical or mechanical breakdown or derangement of electrical appliances or computer equipment;
 - (6) any process of cleaning, repair, restoring, renovation, maintenance or dyeing unless otherwise covered under Extension Coverage to SECTION 1 – item D;
 - (7) misuse or use contrary to manufacturer's instruction, inherent defect or faulty design in materials, workmanship, plan or specification;

- (8) animal(s);
 - (9) denting, chipping or scratching;
 - (10) Burglary or theft if the Home or any part of Home is let or sub-let;
 - (11) Burglary or theft from any unattended and unlocked vehicle or any open or convertible car with sun roof open;
 - (12) the normal handling or usage of Home Contents;
 - (13) unauthorized use of credit cards by the Insured and/or Family Members;
 - (14) temporary suspension of electricity supply by the electricity supplier.
2. This SECTION does not cover loss of or damage to:
- (1) any part of the structure of the Buildings;
 - (2) motor vehicles, watercraft, aircraft and mechanically or electrically propelled vehicles or cycles;
 - (3) sporting equipment while in use;
 - (4) spectacles or contact lenses;
 - (5) portable/mobile or cellular phone, pagers or the like;
 - (6) video, cassette tapes, computer laser discs or records, personal digital assistant records, laptop computer or the like while away from Home;
 - (7) plant; trees; landscaping; livestock, living creatures or the like;
 - (8) electrical bulbs and/or valves;
 - (9) properties in the open generally including aerial fitting, verandas, balconies, patios, terraces, forecourts or similar outdoor installation;
 - (10) properties used or held for business occupation or professional purpose;
 - (11) Home Contents when the Home are left unoccupied for a period of more than sixty (60) consecutive days without written consent from the Company, except loss or damage caused by fire, lightning, thunderbolt, explosion, earthquake, typhoon, windstorm, bursting of pipes or flood;
 - (12) Insured and/or Family Member's Personal Effects and Valuables happening outside HKSAR if he/she is an overseas student outside HKSAR.
3. This SECTION does not cover loss or damage directly or indirectly caused by theft or Burglary if the Home remains unoccupied for a period of more than fourteen (14) consecutive days without written consent from the Company notwithstanding what is stated in Exclusion under SECTION 1 item 2(11).

SECTION 2 – LEGAL LIABILITY

The Company will, subject to the Limit of Indemnity as specified in the Schedule, indemnify the Insured and/or Family Members against all sums for which they become legally liable to pay as damages in the capacity

1. as private householder occupying the Home; or
2. as owner(s) of the Home

in respect of

1. Bodily Injury to any third party; and/or
2. physical loss of or damage to third party's property

arising out of or in connection with an accident occurring at Home during the Period of Insurance,

including all legal costs and expenses recovered by any claimant against the Insured and/or Family Members and, all legal costs and expenses reasonably incurred by the Insured and/or Family Members in defending or attending to such claim with the prior written consent of the Company.

Extension Coverage:

(A) Home Owners Liability

(A1) During the Period of Insurance, if the Insured is the tenant but not the owner of the Home, this Policy will extend to protect the owner of the Home against legal liability arising solely out of the occupation by the Insured and/or Family Members of the Home. The Company will, subject to the Limits of Indemnity specified in the Limit of Indemnity Table in this Policy, indemnify the owner of the Home against such legal liability and legal costs and expenses in respect thereof. The Home must be possessed by the owner, in the name of a company and/or director of that company and provided to the Insured, as employee, for accommodation.

Provided always that

1. it shall be a condition precedent to the liability of the Company herein that the owner of the Home hereby indemnified shall comply with and be subject to the terms, conditions and exclusions of the Policy under this extension as though such owner of the Home was/were the Insured.
2. both the Insured and owner of the Home shall give full assistance for the conduct and control of all claims to be vested in the Company.

(A2) During the Period of Insurance, the Company will subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, extend to protect the owner of the Home against legal liability arising out of the common part of the Building of which the Home is insured, for negligence caused by the Owner's Corporation and/or the Property Management Company of the Building and/or the owner of the Home.

(B) Worldwide Personal Liability

The Company will, subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, indemnify the Insured and/or Family Members against all sums for which they become legally liable to pay as damages in any other personal capacity outside the Home or HKSAR during a temporary travel not exceeding thirty (30) days in respect of

1. Bodily Injury to any third party; and/or
2. physical loss of or damage to third party's property

arising out of or in connection with an accident occurring anywhere in the world and during the Period of Insurance, including all legal costs and expenses recovered by any claimant against the Insured and/or Family Members and, all legal costs and expenses reasonably incurred by the Insured and/or Family Members in defending or attending to such claim with the prior written consent of the Company.

(C) Domestic Helper Liability

The Company will, subject to the Limit of Indemnity as specified in the Limit of Indemnity Table in this Policy, extend to indemnify the Insured's Domestic Helper against all sums for which she becomes legally liable to pay as damages in respect of

1. Bodily Injury to any third party; and/or

2. physical loss of or damage to third party's property happening in connection with an accident during the Period of Insurance and arising out of and in the course of her employment with the Insured and/or Family Members, including all legal costs and expenses recovered by any claimant against the Domestic Helper and, all legal costs and expenses reasonably incurred in defending or attending to such claim with the prior written consent of the Company.

Notwithstanding other provisions in this Policy, in the event the Insured is an owner of the Home but not occupying the Home and has the Home rented out, the Family Members and/or the Domestic Helper are not entitled to any indemnity under this SECTION.

In the event of the death of the Insured and/or Family Members and/or the Domestic Helper, the Company will, in respect of the liability incurred by the Insured and/or Family Members and/or the Domestic Helper, indemnify the Insured and/or Family Members and/or the Domestic Helper's personal representatives in the terms of and subject to the limitations of this SECTION, provided that such personal representatives shall as though they were the Insured and/or Family Members and/or the Domestic Helper observe, fulfill and be subject to the terms of this Policy so far as they can apply.

Notwithstanding other provisions in this Policy, in the event of the death of the Insured who is owner of the Home but not occupying the Home and has the Home rented out, 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 SECTION provided that, such personal representatives shall as though they were the Insured observe, fulfill and be subject to the terms of this Policy so far as they can apply.

Nothing in this extension shall be construed as affecting the right of the Company in the name of the Insured to prosecute for its own benefit any claim for indemnity or damage.

The Company's maximum Limit of Indemnity under this SECTION in respect of any one occurrence of loss shall not exceed the amount as stated under "SECTION 2 – LEGAL LIABILITY" as specified in the Schedule.

Exclusions under SECTION 2:

The Company shall not be liable in respect of:

1. Bodily Injury to any person, being a member of the Insured's family and/or the Domestic Helper or household or under a contract of service or apprenticeship with the Insured and/or Family Members arising out of and in the course of the employment of such person;
2. loss of or damage to
 - (1) property belonging to or in the custody or control of the Insured and/or Family Members and/or the Domestic Helper or property which is in the custody or control of any person in the service of the Insured and/or Family Members by virtue of such service but the expression "custody or control" shall not apply to the remaining part of any Home of

- which a portion is leased or rented by the Insured and/or Family Members;
- (2) that part of any property upon which the Insured and/or Family Members and/or the Domestic Helper or any person in the service of the Insured and/or Family Members is or has been operating;
 - (3) property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only;
 - (4) ships craft or aircraft;
3. Bodily Injury or damage to property caused by vibration or by the removal or weakening of support of a Building;
 4. Bodily Injury or damage to property arising from the ownership possession or use by or on behalf of the Insured and/or Family Members and/or the Domestic Helper of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of "Motor Insurance" is required or trailer or trailer attached thereto or the loading or unloading of such vehicle or trailer delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare;
 5. Bodily Injury or damage to property caused by or in connection with or arising from
 - (1) the Insured and/or Family's profession, business or employment;
 - (2) any vessel or craft or aircraft not specified in the Schedule owned or possessed or used by or on behalf of the Insured and/or Family Members or the loading or unloading thereof;
 - (3) any lift elevator escalator hoist or crane owned or used by the Insured and/or Family Members or for the maintenance of which the Insured and/or the Family Members is responsible unless specified in the Schedule;
 - (4) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring;
 - (5) any commodity article of thing supplied repaired altered or treated by or to the order of the Insured and/or the Family Members and/or the Domestic Helper and happening elsewhere than at Home;
 - (6) advice given or treatment rendered by or through the Insured and/or the Family Members and/or the Domestic Helper;
 - (7) sub-contractors to the Insured and/or the Family Members and/or the Domestic Helper or persons engaged in or upon the service of such sub-contractors;
 - (8) the ownership or use of livestock other than domestic animals;
 6. liability assumed by the Insured and/or the Family Members and/or the Domestic Helper under the contract or agreement whether written verbal or implied unless such liability would have attached notwithstanding any such contract or agreement;
 7. fines, penalties whether civil criminal or contractual, punitive or exemplary damages;
 8. any loss, damage or liability directly or indirectly caused by or arising out of Electro-Magnetic field.

SECTION 3 – PERSONAL ACCIDENT

(This SECTION is operative if so stated in the Schedule and not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

If the Insured and/or Family Members shall suffer Bodily Injury during the Period of Insurance as a direct result of fire caused by accident or Burglary at Home, and sustained death within three (3) calendar months from the date of the accident, or sustained permanent total disablement after twelve (12) consecutive calendar months of continuous total disability from engaging in any gainful occupation or employment and will last for the remaining life of the claimant, the Company will pay the Insured and/or Family Members or his/her legal personal representatives up to the Limit of Indemnity as stated under “SECTION 3 – PERSONAL ACCIDENT” as specified in the Schedule.

SECTION 4 – DOMESTIC HELPER

(This SECTION is operative if so stated in the Schedule and not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

The Company will indemnify the Insured against liability at law including liability under the Legislation in the event the Domestic Helper during the Period of Insurance suffers Bodily Injury and/or diseases arising out of and in the course of her employment. The maximum liability of the Company is up to the Limit of Indemnity as stated under “SECTION 4 – DOMESTIC HELPER” as specified in the Schedule.

If there is any change in the Legislation affecting the Insured’s liability, the Policy shall remain in force but the Company’s liability shall be limited to such sums as the Company would have been liable to pay if the Insured’s liability has remained unaltered.

Exclusions under SECTION 4:

The Company shall not be liable in respect of:

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
3. any Bodily Injury by accident or disease sustained outside HKSAR, unless covered by Legislation;
4. any liability arising from Pneumoconiosis or Noise-Induced Deafness;
5. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Legislation or independently of the Legislation;
6. pre-existing sickness or disease of the Domestic Helper prior to inception to this insurance;
7. any Bodily Injury sustained by the Domestic Helper whilst engaging in or taking part in driving.

Terrorism Clause under SECTION 4

In respect of any injury or death by accident or disease directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to any injury or death by accident or disease:

1. the Policy Limit of Indemnity under this SECTION 4 shall be such amount the Company actually receives from the Government of the HKSAR (“The Government”) pursuant to an

agreement for Provision of Facility dated 1 July, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of injury or death arising out of an event of terrorism ("the Facility Agreement");

2. the Company will only be required to make payment after it has received from the Government (1) an approval letter confirming that the Company should settle the claims and (2) payment under the Facility Agreement;
3. for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that any injury or death by accident or disease does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

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

If the Company alleges that any injury or death by accident or disease does not fall within the scope of this clause, the burden of proving the contrary shall be upon the Insured.

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

Avoidance of Certain Terms and Right of Recovery:

If the Company is obliged by the Legislation to pay any amount for which the Company shall not otherwise be liable under SECTION 4 – DOMESTIC HELPER of this Policy the Insured shall forthwith repay the amount to the Company.

SECTION 5 – SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS

(This SECTION is operative if so stated in the Schedule and is not applicable to the Insured who is owner of the Home but not occupying the Home and has the Home rented out)

Subject to the same terms of this Policy under "PART II, SECTION 1 - HOME CONTENTS, Extension Coverage to SECTION 1, item E - Personal Belongings", the Company will indemnify the Insured and/or Family Members against accidental physical loss of and damage to Personal Effects and Valuables occurring anywhere in the world during the Period of Insurance up to the Limit of Indemnity as stated under "SECTION 5 – SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS" as specified in the Schedule.

SECTION 6 – BUILDINGS

(This SECTION is operative if so stated in the Schedule)

The Company will subject to the terms of this Policy indemnify the Insured by payment, repair, reinstatement or replacement against accidental physical loss of or damage to Buildings during the Period of Insurance up to the Limit of Indemnity as stated under “SECTION 6 – BUILDINGS” as specified in the Schedule.

The Limit of Indemnity must represent the full replacement cost at the time of the loss or damage; if it does not, then claims will be paid after a deduction of wear, tear and depreciation.

The Company will indemnify the Insured against architects’ and surveyor’s fees (for estimates, plans specifications, quantities, tender and supervision) necessarily incurred in the reinstatement or replacement of the Buildings hereby insured due to accidental physical loss or damage covered under this Policy excepting insofar as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured’s claim.

The Company’s maximum Limit of Indemnity under this SECTION 6 in respect of any one occurrence of loss shall not exceed the amount as stated under “SECTION 6 – BUILDINGS” as specified in the Schedule.

Extensions to SECTION 6:

(This extension is not applicable if SECTIONS 1, 2 and 3 are insured in this Policy)

1. **Alternative Accommodation/Loss of Rental:** Subject to the same terms of this Policy and conditions under PART II SECTION 1 – HOME CONTENTS, Extension Coverage to SECTION 1 - item C, the Company will indemnify the Insured and/or Family Members against reasonable cost of alternative accommodation or loss of rental up to the limit as stated under Extensions to SECTION 6 - item 1 in the Limit of Indemnity Table in this Policy.
2. **Removal of Debris:** Subject to the same terms of this Policy and conditions under PART II SECTION 1 – HOME CONTENTS, Extension Coverage to SECTION 1 - item J, the Company will indemnify the Insured against cost and expenses necessarily incurred in the removal of debris, dismantling or demolishing, shoring upon or propping of the portion or portions of the Buildings insured up to the limit as stated under Extensions to SECTION 6 - item 2 in the Limit of Indemnity Table in this Policy.
3. **Legal Liability:** Subject to the same terms of this Policy and conditions under PART II SECTION 2 – LEGAL LIABILITY (excluding Extension Coverage in A1), the Company will indemnify the Insured and/or Family Members against all sums for which they become legally liable up to the limit as stated under Extensions to SECTION 6 – item 3 in the Limit of Indemnity Table in this Policy. In the event the Insured is the owner of the Home but not occupying the Home and has the Home rented out, the Company will indemnify the Insured only against all sums for which he/she becomes legally liable.
4. **Personal Accident:** Subject to the same terms of this Policy and conditions under PART II SECTION 3 – PERSONAL ACCIDENT, the Company will indemnify the Insured and/or

Family Members if death or permanent total disablement is sustained, and up to the limit as stated under Extensions to SECTION 6 - item 4 in the Limit of Indemnity Table in this Policy.

In the event the Insured is the owner of the Home but not occupying the Home and has the Home rented out, the Company will provide coverage for item 1 – Loss of Rental, item 2 – Removal of Debris and item 3 – Legal Liability under “**Extensions to SECTION 6**” for the Insured only, whilst Family Members are not entitled to any indemnity under this Extension.

Exclusions under SECTION 6:

1. This Policy does not cover loss or damage directly or indirectly caused by or contributed to:
 - (1) lack of maintenance, structural defect of the Buildings;
 - (2) seepage of water except damage caused by rain through openings made to the fabric of the Buildings by direct force of typhoon or windstorm;
 - (3) wear, tear, depreciation, moths, woodworm, beetle, other insects or vermin;
 - (4) fungus, damp, rust, rot, corrosion, the act of light or atmosphere, or gradual deterioration;
 - (5) electrical or mechanical breakdown or derangement of electrical appliances or computer equipment;
 - (6) misuse or use contrary to manufacturer’s instruction, inherent defect or faulty design in materials, workmanship, plan or specifications;
 - (7) animal(s);
 - (8) denting, chipping or scratching;
 - (9) alterations or repairs involving the removal of structural support;
 - (10) landslip, subsidence or erosion;
 - (11) setting or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
 - (12) any process of cleaning, repair, restoring, renovation, maintenance or dyeing.

2. This Policy does not cover loss of or damage to:
 - (1) any illegal structure of the Buildings;
 - (2) Buildings when the Home are left unoccupied for a period of more than sixty (60) consecutive days without written consent from the Company, except the loss or damage caused by fire, lightning, thunderbolt, explosion, earthquake, typhoon, windstorm, bursting of pipes or flood.

Condition of Average under SECTION 6: If the Buildings shall at the time of any accidental physical loss or damage for which indemnity is provided under SECTION 6 is of greater value than the Limit of Indemnity specified in the Schedule, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a ratable proportion of the amount of such accidental physical loss or damage accordingly.

Automatic Reinstatement under SECTION 6: Following a claim under this SECTION, the Limit of Indemnity will be automatically reinstated to the Limit of Indemnity specified in the Schedule. The Insured undertakes to pay pro-rata premium for such reinstatement as from the date so

reinstated.

A-13 Mortgagee Clause (applicable if so stated in the Schedule)

Loss, if any, under this SECTION 6 shall be payable to the Mortgagees, Assignees named in the Schedule of the Policy to the extent of their interest.

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

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

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

PART III – GENERAL EXCLUSIONS (Exclusions which apply to the whole Policy)

1. The Company shall not be liable in respect of:
 - (1) any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of:
 - (i) war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), or civil war;
 - (ii) mutiny, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege.
 - (2) any accident, loss, damage, expense, liability or Bodily Injury occasioned by or through

or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by the order of the Government de jure or de facto or any public, municipal or authorities;

- (3) any accident, loss, damage, expense, liability or Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to:
 - (i) nuclear weapons materials;
 - (ii) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this General Exclusion (3)(ii), combustion shall include any self-sustaining process of nuclear fission;
- (4) consequential loss or damage of any kind except as otherwise provided under this Policy;
- (5) any loss or damage directly or indirectly caused by or resulting from unexplained or mysterious disappearance or self-inflicted act(s);
- (6) any accident, loss, damage, expense, liability or Bodily Injury arising from any nuisance; deliberate, malicious, unlawful or omission act, willful neglect of any person(s) residing or lawfully in the Home;
- (7) any accident, loss, damage, expense, liability or Bodily Injury arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (8) the amounts of Excess stated in the Limit of Indemnity Table in this Policy;
- (9) any actual or alleged liabilities whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- (10) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane;
- (11) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- (12) intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with addiction to drugs or alcohol;
- (13) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever, this syndrome has been acquired or may be named;
- (14) death or Bodily Injury including illness of any person directly or indirectly caused by infectious disease which is listed in the first schedule of the "Prevention and Control of Disease Ordinance" (CAP 599) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.

2. The indemnity shall not apply in respect of judgments that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within HKSAR.

(In any action, suit or other proceedings where the Company alleges that by reason of the

provisions of this General Exclusion, any accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)

PART IV – TERMINATION OF POLICY

1. Termination by the Insured

During the Period of Insurance the Insured can terminate this Policy by writing to the Company provided that no claim has arisen or paid under this Policy during a particular Policy Year. Such termination shall become effective on the date the notice is received by the Company, or the date specified in the notice, whichever is later:

- (1) for payment made on monthly basis: No premium will be refunded.
- (2) for payment made by 12 month installment:

The Insured is required to pay the difference of the paid monthly installment premium with the minimum premium required by the Company with reference to the “Minimum Premium Table” below.

Period Covered (not exceeding)	Minimum Premium (according to annual premium of the Policy multiplied by the following respective percentage)
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

- (3) for payment made in each year:

All premium paid annually for that particular Policy Year will at all times be subject to the following premium refund rules:

Period Covered (not exceeding)	Premium Refund
4 Months	50%
5 Months	40%
6 Months	30%
7 Months	20%
8 Months	20%
Over 8 Months	0%

If either payment methods (2) or (3) is used and in the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Insured is required to pay 100% of annual premium as the minimum premium required by the Company.

2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or subject this Policy to different terms, if the Insured and/or Family Members have at any time failed to observe the terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving thirty (30) days notice in writing to the Insured and such notice shall be delivered to the Insured or sent by letter to the Insured at his last known address and such cancellation shall become effective from i) the next monthly premium due date following the date of such notice being issued for payment made by monthly payment or ii) the seventh (7th) day after such notice has

been issued for payment made by monthly installment or in each year. For payment made in each year, the Insured shall be entitled to the return of a proportionate part of the premium (in accordance with the annual payment refund table shown in Part IV – Termination item 1(3) above) for the unexpired period of coverage provided no claim has arisen or paid under this Policy during a particular Policy Year.

3. Termination for non-payment of premium

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to have been void from the commencement date of insurance as specified in the Schedule. Provided one or more premiums charged to the Insured have been paid, non-payment of any subsequent premium shall terminate insurance under this Policy as of the premium due date.

PART V – PREMIUM

1. This Policy shall become effective after the Insured has paid the premium.
2. If premium is settled on monthly basis, the Company will collect three (3) month's advance premium in the 1st month and each subsequent month's premium will be collected on the 4th month thereon. All advanced premium is not refundable unless the Policy is cancelled within the fifteen (15) days review period of the receipt of the Policy and no claim has arisen or paid during that period.
3. Premium shall be paid in accordance with the amount stated in the Schedule, endorsement and any memoranda and shall be paid on the commencement date of this Policy and
 - (1) upon the expiry date of each subsequent Policy Year for premium settled in each year or settled by monthly installment; or
 - (2) upon the same date in each month thereafter throughout the effective period of this Policy for premium settled on monthly basis.
4. If change of premium payment mode is required, the Insured shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Policy Year and such changes shall become effective only on the first day of the earliest coming renewal Policy Year.

PART VI – AUTOMATIC RENEWAL

Subject to Part IV of this Policy,

1. payment of the required renewal premium by the Insured (1) upon the premium due date in each month for payment made by month or (2) upon each renewal Policy Year for payment made by monthly installment in each year or by year, will continue this Policy to be in force until the expiry date of that Policy Year.
2. this Policy will be automatically renewed upon payment of premium by the Insured unless written notice of changes in Policy terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Policy Year.

PART VII – CHANGE INSURED PLAN

Thirty (30) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of Part II Section I Home Contents insured Plan. Subject to the approval

by the Company, the new insured Plan and premium will be effective only on the first day of the earliest coming renewal Policy Year.

PART VIII – CLAIMS CONDITIONS (applicable to all SECTIONS in PART II – COVERAGE unless specifically provided in the individual SECTION when such provision will prevail)

1. In the event of any happening which may give rise to a claim under this Policy, the Insured and/or Family Members and/or the Domestic Helper
 - (1) shall give notice as soon as possible in writing to the Company;
 - (2) shall make formal report to the police immediately if there has been Burglary, theft or Robbery or any attempt thereat;
 - (3) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the accidental physical loss or damage. The Insured and/or Family Members and/or the Domestic Helper should render his full co-operation during the course of investigation or assessment of the claim;
 - (4) shall immediately send to the Company any writ, summons or other legal proceedings issued or commenced against the Insured and/or Family Members and/or the Domestic Helper and shall at his own expense give all necessary information and assistance whenever being requested by the Company to enable the Company to settle or resist any claim or to institute proceedings, if a claim may arise under PART II (SECTION 2 and item C of Extensions to SECTION 6 - LEGAL LIABILITY) or (SECTION 4 - DOMESTIC HELPER);
 - (5) shall not incur any expense in making goods any accidental physical loss or damage and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company;
 - (6) shall at his own expense give the Company all such records, books of account or document or other such information or medical report issued by a registered medical practitioner as the Company may reasonably require for investigating or verifying a claim;
 - (7) shall at his own expense give the Company the death certificate in case of the death of the Insured and/or Family Members.
2. The Company shall be entitled
 - (1) on the happening of any accidental physical loss or damage for which indemnity is provided under PART II - SECTION 1, the Company may without hereby incurring any liability or diminishing any of the Company's right under this Policy to enter Buildings where the accidental physical loss or damage has happened and to take and keep possession of the property insured for all reasonable purposes and in any reasonable manner, but no property may be abandoned to the Company whether taken possession of by the Company or not;
 - (2) to undertake in the name and on behalf of the Insured and/or Family Members and/or the Domestic Helper the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured and/or Family Members and/or the Domestic

Helper in respect of any liability covered by this Policy;

(3) to take proceedings at its own expense and for its own benefit, but in the name of the Insured and/or Family Members and/or the Domestic Helper, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy; and

(4) to pay at anytime to the Insured the limit of liability under PART II (SECTION 2 - LEGAL LIABILITY) and (SECTION 4 - DOMESTIC HELPER) or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that SECTION(S) in connection with such claim or claims except for cost and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

3. If at the time of any happening giving rise to any accidental physical loss, damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such accidental physical loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.

PART IX – GENERAL CONDITIONS

1. **Interpretation:** This Policy and the Schedule, memoranda and endorsement hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, memoranda or endorsement shall bear such specific meaning wherever it may appear.

2. **Compliance with Conditions:** The due observance and fulfillment of all the terms of this Policy by the Insured and/or Family Members and/or Domestic Helper or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured and/or Family Members and/or Domestic Helper or any one acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. **Reasonable Preventions:** The Insured and/or Family Members and/or Domestic Helper shall exercise all reasonable precautions to:

- (1) maintain the Home and/or Buildings in good condition and good repair;
- (2) prevent accidents, Bodily Injury, loss or damage;
- (3) avoid incurring liabilities;
- (4) comply with obligations and regulations imposed by any Statute or Authority; and
- (5) select and supervise competent Domestic Helper.

4. **Forfeiture:** If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured and/or Family Members and/or Domestic Helper or any one acting on his behalf to obtain any benefit under this Policy; or, if the accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Insured and/or Family Members and/or Domestic Helper; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the condition (11) of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

5. **Time Limit:** In no case whatever shall the Company be liable for any accidental loss or

damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

- 6. Non-transfer of Insured's right:** 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 declare the insurance to be continued. 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 under this Policy 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 shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss.
- 7. Unpaid Premium:** Upon the payment of a claim under this Policy, any unpaid premium may be deducted from such claim payment.
- 8. Right to Return Policy:** In the event the Insured is not satisfied with this Policy for whatsoever reason, the full set of Policy including the 24 hour BOCG Home Assistance Hotline card should be returned to the Company within fifteen (15) days from the effective date of this Policy. If no claim has been made or paid during this period, all premium paid to the Company will be refunded. In such event, this Policy shall be deemed to have been void from the effective date of this Policy and the Company shall not be liable to pay any benefit.
- 9. Reinstatement** If this Policy is terminated for any reason, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for accidental physical loss or damage that occurs after the date of reinstatement.
- 10. Alteration in Risk:** This Policy may be voided if there is any alteration
 - (1) in the occupation or in the Home and/or Buildings therein whereby the risk of loss, damage, liability, accident or Bodily Injury is materially increased or;
 - (2) whereby the Insured and/or Family Member and/or the Domestic Helper's interest ceases except by operation of law unless any such alteration has been agreed in writing by the Company.
- 11. Arbitration:** All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured and/or Family Members and/or the Domestic Helper for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
- 12. Warranty:** It is warranted that whenever the Home are left unattended all locks bolts and other security protections fitted to the Home including any security measures that may be required by the Company, are in full and effective operations.

- 13. Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of HKSAR and shall in all respects be governed by and construed in accordance with the laws of HKSAR and the Courts of HKSAR shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.
- 14. Interest:** No claim payment under this Policy shall carry interest.
- 15. Errors and Omissions:** Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

THE FOLLOWING CLAUSES AND/OR ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY

IT CLARIFICATION CLAUSE

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

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

Consequently the following are excluded from the Policy:

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

TERRORISM EXCLUSION ENDORSEMENT

(Not applicable to PART II, SECTION 4 – DOMESTIC HELPER, “Terrorism Clause under Section 4”)

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, suppressing or in any way relating to act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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

TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

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

1. biological or chemical contamination,
 2. missiles, bombs, grenades, explosives
- due to any act of terrorism.

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

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

EXTENSION: 24-HOUR HOME ASSISTANCE SERVICES TERMS AND CONDITIONS

The Company has arranged the twenty-four (24) hours “Home Assistance Services” with Inter Partner Assistance Hong Kong Ltd (hereinafter referred to as “IPA”) to provide the following services to the Insured and/or Family Members during the Period of Insurance:

1. Electrical Assistance

IPA’s alarm center will arrange a registered electrician to repair the defect of the Insured Home’s electrical system (main switch failure and electrical socket).

2. Plumbing Assistance

In the event of clogging of the water supply system or bursting of water pipe in the Home, IPA will arrange a licensed plumber to repair the water supply system and/or water pipes.

3. Locksmith Assistance

If the Insured and/or Family Members could not access to his/her Home by reason of being locked accidentally outside his/her Home, IPA will arrange a locksmith to resume access to his/her Home.

4. General Repair of household items

Upon the request of the Insured and/or Family Members, IPA will as far as possible arrange relevant contractors or service providers to check the Insured and/or Family Members' defect on household items in the Home such as failure of electrical appliances, broken window.

5. Baby Sitting/ Nursing Referral

Upon the request of the Insured and/or Family Members, IPA will arrange a baby sitter or Domestic Helper to take care of the Insured's child(ren) or other Family Members. A registered nurse will also attend the Insured's Home to accommodate needs of any person specified by the Insured and/or Family Members.

6. Temporary Domestic Helper Referral

IPA will assist the Insured and/or Family Members in arranging a temporary local Domestic Helper upon request of the Insured and/or Family Members.

7. Pest Control/ Cleaning Referral

Upon request of the Insured and/or Family Members, IPA will arrange a company specialized in pest control to deal with the pest problem in the Home or a cleaning company to assist the Insured and/or Family Members to clean the Home.

IPA will not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of Force Majeure which prevents IPA from providing such assistance services.

All costs incurred in using the above services arranged by IPA will be at the Insured and/or Family Member's own expenses and accord. The Company shall not be liable for any loss arising from the use of such services.

Simply make a collect call to the twenty-four (24) hours " Home Assistance Hotline - **2861 9235** " and quote your Policy number to request the above services.

NOTICE : Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of:

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim;
- exercising any right of subrogation; and

may be transferred to:

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies (“Federation”) that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any member(s) of the “Federation” by the “Federation” for any of the above or related purposes.

Moreover, Bank of China Group Insurance Company Limited is hereby authorized to obtain access to and / or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Bank of China Group Insurance Company Limited. Requests for such access can be made to our Legal and Compliance Department (Tel: 2867 0888 / Fax:3906 9939).

Note: The Chinese translation of this Policy is for reference purpose only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

LIMIT OF INDEMNITY TABLE

HOME CONTENTS COVERAGE¹ (SECTION 1 to 3 is operative if so stated in the Schedule)

SECTION	Insured Items and Coverage	Limit of Indemnity (HK\$)			Excess (HK\$)
		Plan 1	Plan 2	Plan 3	
1.	HOME CONTENTS² All risks coverage including explosion, fire, burst of water pipe, Burglary, malicious damage, flood, typhoon, landslide, subsidence or other accidental damage <ul style="list-style-type: none"> ■ Valuables ■ Brittle Items Maximum Limit of Indemnity under 【item 1 - HOME CONTENTS】 and Valuables during the Typhoon or Rainstorm Season ³ shall be adjusted as follows: <ul style="list-style-type: none"> ■ Home Contents ■ Valuables 	300,000 /event (30,000/item)	600,000 /event (60,000/item)	1,000,000 /event (100,000/item)	Water damage claim: 500 or 10% of loss whichever is the higher; Other cause: 500
		100,000/year (6,000/item) 5,000/item	150,000/year (10,000/item) 8,000/item	250,000/year (15,000/item) 10,000/item	
		360,000/event	720,000/event	1,200,000/event	
		120,000/year	180,000/year	300,000/year	
	Extension Coverage to HOME CONTENTS:				
	A. Interior Decoration/ Refurbishment Works Cover accidental physical loss of or damage to Home Contents during the period of interior decoration or refurbishment work by contractors at Home. The period of such works must be completed within two (2) consecutive months and the relevant expenses must not be greater than the contract value as specified in each insured Plan.	(60,000 contract value) (3,000/item)	(120,000 contract value) (6,000/item)	(200,000 contract value) (10,000/item)	Water damage claim: 500 or 10% of loss whichever is the higher; Other cause: 500
	B. Home Removal Cover accidental physical loss of or damage to Home Contents in the course of removal by professional remover from the Home to Insured's new home in HKSAR.	300,000/event (30,000/item)	600,000/event (60,000/item)	1,000,000/event (100,000/item)	
	C. Alternative Accommodation/Loss of Rental Cover reimbursement of temporary accommodation/ loss of rental income when the Home is rendered uninhabitable after an insured accident.	20,000/event (800/day)	30,000/event (1,000/day)	50,000/event (1,500/day)	--
	D. Temporary Removal Cover accidental physical loss of or damage to Home Contents whilst temporarily removed from the Home to any other premises for the purpose of professional cleaning, repair or renovation within HKSAR. (Maximum temporary storage period not exceeding 180 days)	25,000/event	50,000/event	80,000/event	--
	E. Personal Belongings Cover accidental physical loss of or	6,000/year	11,000/year	21,000/year	500

	<p>damage to the Insured and/or Family Members' Personal Effects and Valuables happened anywhere in the world.</p> <p>Also cover accidental physical loss of or damage to Domestic Helper's Personal Effects due to Burglary at Home.</p> <p>(excluding mobile phones, spectacles and cash)</p>	(5,000/item)	(5,500/item)	(7,000/item)	500
	<p>F. Loss of Money Cover loss of Money by Burglary or Robbery at Home.</p>	1,500/event	3,500/event	3,500/event	--
	<p>G. Replacement of Personal Documents Cover the actual cost or fees necessarily incurred for replacement of the lost or damaged passport, driving license, HKID card or other travelling documents due to Burglary or Robbery at Home.</p>	1,500/event	3,500/event	3,500/event	--
	<p>H. Unauthorized Use of Credit Card Cover the loss following unauthorized use of credit card(s) due to Burglary or Robbery at Home.</p>	2,000/event	3,000/event	4,000/event	--
	<p>I. Replacement of Windows, Door Locks and Keys Cover reasonable cost of replacing damaged windows, door locks and keys due to Burglary at Home.</p>	1,500/event	2,500/event	3,500/event	--
	<p>J. Removal of Debris Cover the cost and expenses necessarily incurred in the removal of debris following any insured accident.</p>	2,500/event	5,000/event	8,000/event	--
	<p>K. Frozen Food Cover the cost of replacing food and drinks which are spoilt in the refrigerator as a result of accidental breakdown of the refrigerator and/or accidental failure of electricity supply.</p>	1,000/event	2,000/event	3,000/event	200
2.	<p>LEGAL LIABILITY Protect against the legal liability occurring at Home in the event of the Insured and/or Family Members' negligence, in the following personal capacity causing third-party Bodily Injury or property damage:</p> <p>(1) as private householder occupying the Home, or (2) as owner(s) of the Home Extension Coverage:</p> <p>A. Home Owners Liability: (A1) If the Insured is the tenant but not the owner of the Home, extend to protect the owner of the Home against legal liability arising solely out of the occupation by the Insured and/or Family Members of the Home. The owner of the Home must be possessed by the owner in the name of a company and/or director of that company and provided to the Insured, as</p>	5,000,000 /event/year	6,000,000 /event/year	10,000,000 /event/year	--
		5,000,000 /event/year	6,000,000 /event/year	10,000,000 /event/year	--

	<p>employee, for accommodation.</p> <p>(A2) Extend to protect the owner of the Home against legal liability arising out of the common part of the Building of which the Home is insured, for negligence causing third-party Bodily Injury or property damage by the Owner's Corporation and/or Property Management Company of the Building and/or the owner of the Home.</p> <p>B. Worldwide Personal Liability: extend to protect against the legal liability in the event of the Insured and/or Family Members' negligence causing third-party Bodily Injury or property damage whilst outside the Home or during a temporary visit not exceeding 30 days outside HKSAR.</p> <p>C. Domestic Helper Liability: extend to protect against the legal liability in the event of the Insured's Domestic Helper's negligence causing third-party Bodily Injury or property damage during her work and in the course of employment.</p> <p>(Total aggregate amount of claim payable under SECTION 2 - Legal Liability above must not exceed the insured Plan's maximum Limit of Indemnity)</p>	1,000,000 /event/year	1,000,000 /event/year	1,000,000 /event/year	--
		200,000 /event/year	400,000 /event/year	600,000 /event/year	--
3.	PERSONAL ACCIDENT Offer compensation if the Insured and/or Family Members suffer death or permanent total disablement as result of fire caused by accident or Burglary at Home.	150,000/year (50,000/person)	200,000/year (100,000/person)	300,000/year (100,000/person)	--

Notes for Home Contents Coverage:

- 1 Home is rented out by Insured: the Company will offer the following "Insured Items & Coverage" to the "Insured only", whilst Family Members are not entitled to any indemnity in this Policy.
 - 1.1 The Insured's Home Contents which are owned and placed in the Home, excluding Valuables and Brittle Items under **【SECTION 1 – HOME CONTENTS】**;
 - 1.2 **【Extension Coverage to HOME CONTENTS, item C - Loss of Rental and item J - Removal of Debris】**;
 - 1.3 **【SECTION 2 – LEGAL LIABILITY】**.
- 2 Maximum Limit of Indemnity under **【SECTION 1 - HOME CONTENTS】** in respect of any one occurrence of loss shall not exceed "Plan 1 HK\$300,000"; "Plan 2 HK\$600,000"; "Plan 3 HK\$1,000,000".
- 3 Typhoon and or Rainstorm Season refers to the period from July to September each year and must happen in HKSAR and the loss of or damage to Home Contents or Valuables must be directly caused by the typhoon or rainstorm.

HOME CONTENTS OPTIONAL COVERAGE (SECTION 4 to 5 is operative if so stated in the Schedule)

SECTION	COVERAGE DETAILS	Limit of Indemnity (HK\$)	Excess (HK\$)
4.	DOMESTIC HELPER	100,000,000/event	--
5.	SUPPLEMENTARY WORLDWIDE PERSONAL BELONGINGS (not applicable for Domestic Helper)	40,000/year item limit will be the same as the selected plan under 【Extension Coverage to SECTION 1, item E – Personal Belongings】	500

BUILDINGS COVERAGE (This SECTION is operative if so stated in the Schedule)

SECTION	COVERAGE DETAILS	Limit of Indemnity (HK\$)	Excess (HK\$)
6.	BUILDINGS Cover for accidental physical loss to Buildings	As shown in the Schedule	200

Extensions to SECTION 6⁴: <i>(Not applicable if SECTION 1 is insured in this Policy)</i>		
1. Alternative Accommodation/Loss of Rental	20,000/event (800/day)	--
2. Removal of Debris	2,500/ event	--
3. Legal Liability Protect against legal liability occurring at Home in the event of the Insured and/or Family Members' negligence, in the following personal capacity causing third-party Bodily Injury or property damage: (1) as private householder occupying the Home, or (2) as owner of the Home <u>Extension Coverage</u> A. Home Owners Liability: (A1) Not applicable. (A2) Extend to protect the owner of the Home against legal liability arising out of the common part of the Building of which the Home is insured, for negligence causing third-party Bodily Injury or property damage by the Owner's Corporation and/or Property Management Company of the Building and/or the owner of the Home. B. Worldwide Personal Liability: extend to protect against legal liability in the event of the Insured and/or Family Members' negligence outside the Home or HKSAR during a temporary visit not exceeding 30 days, causing third-party Bodily Injury or property damage. C. Domestic Helper Liability: extend to protect against legal liability in the event of your Domestic Helper's negligence causing third-party death, Bodily Injury or property damage during her work and in the course of employment. (Total aggregate amount of claim payable under item 3 – Legal Liability above must not exceed the insured Plan's maximum Limit of Indemnity)	5,000,000/event/year 5,000,000/event/year 1,000,000/event/year 200,000/event/year	-- -- --
4. Personal Accident	150,000/year (50,000/person)	--

Notes for Buildings Coverage:

4. Home is rented out by Insured: the Company will offer the following "Insured Items & Coverage" to the "Insured only", whilst Family Members are not entitled to any indemnity in this Policy.
- (4.1) **【item 1 Loss of Rental】** ;
(4.2) **【item 2 Removal of Debris】** ;
(4.3) **【item 3 Legal Liability】** .