



# Sompo Insurance (Hong Kong) Co., Ltd.

19/F, Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
Tel: (852) 2831 9980 Fax: (852) 2573 2072 Website: www.sompo.com.hk

## HOUSEHOLDJOY INSURANCE POLICY

---

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

---

Following payment of the premium stated in the Policy Schedule We will, in the event of Accident, damage or loss happening during the Period of Insurance anywhere in Hong Kong (unless stated otherwise in the Policy Schedule), provide insurance as described in the following pages for those Sections you have chosen.

Please read this jacket together with Your Policy Schedule to make sure You know what cover is provided.

### DEFINITIONS

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy Schedule. These are given below or defined at the beginning of the appropriate Section.

#### Accident

As referred to in the definition of Injury means a sudden unforeseen and fortuitous event.

#### Building

The Home shown in the Policy Schedule and the following if they form part of the property.

- i. domestic greenhouses, tennis hard courts, swimming pools, patios, paths, drives, boundary and garden walls, gates, hedges and fences.
- ii. landlords' fixtures and fittings.

#### Home Contents

These include Household Contents, Valuables and Personal Effects whilst they are contained in the residence.

#### Home Contents Sum Insured

The amount of insurance is shown in Your Policy Schedule. It represents the maximum amount We would pay under Section 1.

#### Home/Homes

The private residence shown in the Policy Schedule and any garage or outbuildings used for domestic purposes only and forming part of the property.

#### Hong Kong

The territorial limits of Hong Kong.

#### Village House / Detached House

Any Building up to four storeys high above ground excluding foundation and basement and fully owned/occupied by The Insured.

#### Household Contents

These include Your furniture, fixtures, fittings and interior decorations, and electrical domestic appliances.

#### Injury

Bodily Injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.

#### Insured's Family

Insured and his/her immediate family members including spouse, child/children, and parent(s) whom normally residing with him/her.

#### Money

This means cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, trading stamps, all held for social and domestic purposes.

#### Personal Documents

Passports, driving licence, identity card, certificate of identity and the like.

#### Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried. It does not include Valuables or Money.

#### Unoccupied

Not lived in by You or by a person authorised by You.

#### Valuables

This means jewellery, articles of gold, silver, or other precious metals, watches, furs, cameras and binoculars, antiques and works of art, collections of stamps, coins and medals.

#### We/Us/The Insurer/ The Company

Sompo Insurance (Hong Kong) Co., Ltd.

#### You/Your/The Insured

The person named as the policyholder or Insured in the Policy Schedule.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

## GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them We may cancel the Policy or refuse to deal with Your claim.

### 1 Precautions

You must

- take all reasonable precautions to prevent Accidents and losses.
- comply with all statutory obligations.

### 2 Claims

If any Accident resulting in loss or damage, Injury or liability to The Insured which may give rise to a claim .

You must

- give written notification to Us as soon as reasonably possible.
- send to Us immediately any writ or summons and as soon as possible any letter, claim, or other document.
- notify Us immediately of any impending prosecution, inquest or fatal inquiry.
- at Your expense, or at the expense of any person representing You, provide Us with certificates, information and other documents as We may reasonably require.

You must NOT

- admit or deny any claim made by someone else against You or make any agreement with them.

We have the right to negotiate, settle or defend any such claim in Your name and on Your behalf. We can also use any legal right of recovery You have.

We are entitled to request

- an examination by a medical referee appointed by Us for a non-fatal Injury
- a post-mortem examination in the event of death.

### 3 Cancellation

You may cancel the Policy at any time by sending 7 days written notice. If there has been no claim during the current Period We will return a proportionate part of the premium for the remaining Period.

Where necessary, We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return a proportionate part of the premium for the remaining Period providing no claims have been made.

### 4 Our right to recovery

If We are obliged by legislation to pay an amount for which We would not otherwise be liable, You must repay such amount to Us.

### 5 Fraud

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false or fraudulently inflated We will not pay the claim and all cover under the Policy will be forfeited.

### 6 Arbitration

If We admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by You and Us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by You and one by Us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against Us over the dispute before the arbitrator has reached a decision.

### 7 Other insurance(s) (not applicable to Section 1.7)

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

### 8 Notification of changes

You must notify Us as soon as possible in writing of any change which may affect this insurance and in particular any change of address.

### 9 Jurisdiction

The Company shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore the indemnity shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

### 10 Construction Warranty

Warranted by the Insured that the Buildings at the Insured Premises are constructed of brick, stone, concrete or reinforced concrete and roofed with concrete, reinforced concrete, slate, or tile.

### 11 Legal Requirements Warranty

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of

- (i) Fire Services Department and/or
- (ii) Labour Department and/or
- (iii) Dangerous Goods Ordinance and/or
- (iv) Factories and Industrial Undertaking Ordinance and/or
- (v) Any other Statutory Obligation

including any notice given and requirements made pursuant to the same breach and disregard of which may affect or increase the risk hereby insured except only that this warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by The Company by endorsement on this Policy.

### 12 Minimum Premium Clause

Notwithstanding anything contained herein to the contrary, this Policy will be subject to a minimum basic premium of HK\$500 in the calculation of return premium should the Insured request for cancellation or alteration of cover during the Period of Insurance.

### 13 Contracts (Rights of Third Parties) Ordinance Exclusion

Person or entity that is not a party to this insurance contract shall have no right to enforce any terms in this contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

## GENERAL EXCLUSIONS (these Exclusions apply throughout Your Policy)

### 1 We will not pay for

- i. Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities.
- ii. Any Accident, Injury, disease, loss or liability occasioned by, or happening through, war, invasion act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- iii. Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organisation.
- iv. Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability (except as covered under Section 2), directly or indirectly caused by, or contributed to, or arising from
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
  - c) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed
- v. The amounts of Excess stated in the Policy Schedule.

### 2 War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by The Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

### 3 Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any 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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If The Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance 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.

### 4 Pollution and Contamination Exclusion Clause

This insurance does not cover any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by pollution or contamination which itself from a peril insured against.

### 5 Electronic Data Endorsement B

#### (IT / Cyber Risk Clarification Clause) (NMA 2915)

#### i. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, 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.

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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs"

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period to property insured by this Policy directly caused by such listed peril.

Listed Perils: Fire  
Explosion

#### ii. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to The Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

In any claim suit or other proceedings where the Company alleges that by reason of this exclusion any loss or damage or liability is not covered by this Policy the burden of proving that such loss or damage or liability is covered shall be upon the Insured.

### 6 Year 2000 Exclusion Clause

This insurance does not cover any damage and/or consequential loss directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, data processing equipment or media, microchip, embedded chip, integrated circuit or similar device or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000

- i) correctly to recognise any date as its true calendar date;
- ii) to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

## 7 Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would be in violation of any trade or economic sanctions, laws or regulations applicable in the company's jurisdiction of domicile, or with which the company is legally obligated to comply.

## HOW WE SETTLE CLAIMS

We will at our option pay in cash the amount of the loss or damage or may repair, reinstate or replace, the lost or damaged property.

### 1 Matching sets and suites

An individual item of a matching set of articles, suite of furniture, sanitaryware or other bathroom fittings is regarded as a single item. We will pay You for individual damaged items but not for undamaged companion pieces.

### 2 Will a deduction be made for wear and tear?

There will be a deduction for wear and tear to clothes, furs, footwear, household linen, curtains and upholstery.

## SECTION 1 - HOME CONTENTS

### What are Home Contents

All of the following things are included whilst they are in the Home provided that

- i. they belong to You and/or Your Family or You are legally responsible for them and
- ii. they are solely for personal use

Household Contents  
Valuables  
Personal Effects  
Personal Documents

} See definitions on page 1 of this jacket

### Items which are excluded

1. Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically and electrically propelled vehicles (which includes motor cycles), but lawn-mowers and garden implements are covered.
2. Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above.
3. Property more specifically insured by any other insurance.
4. Aerials or satellite dishes for radio and television.
5. Animals
6. Food and drink (except as covered under Section 1.17).
7. Plants, trees and shrubs.
8. Property primarily used for business or employment purposes.
9. Contact lenses, portable phones, pagers, personal digital assistants and laptop computers.
10. Articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material nature while being handled or actively used (except as covered under Section 1.22).
11. Damage to sports equipment whilst in use.
12. Any Home Contents on roof or in open area (unless otherwise specified in the Policy Schedule).

Your Policy covers accidental loss of or damage to Home Contents while they are in the Home.

Some limits might apply, please refer to following Sections for details.

We will not pay more than the total amount shown in the Policy Schedule.

### Excluding (these Exclusions apply throughout Section 1)

Loss or damage

1. caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, rust, corrosion, atmosphere or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, renovation or decoration works at the Home.
2. caused by mechanical or electrical breakdown or derangement of machinery or equipment unless
  - damage by a cause not excluded in the Policy ensues and then We shall be liable only for such ensuing damage; or
  - such loss is caused directly by damage to the property insured or to premises containing such property by a cause not excluded in the Policy
3. caused by chewing, scratching, tearing or fouling by domestic animals
4. arising from depreciation in value
5. consequential loss (except as covered under Section 1.8 and 1.9)
6. arising from the wilful act, intentional vandalism or damage by The Insured, members of his/her family, or any relative, or any person, residing or lawfully in the Home.
7. caused by theft or attempted theft from the Home while the Home has been Unoccupied for more than 30 consecutive days
8. caused by seepage of rainwater except this is directly attributable to structural damage to the premises caused by an insured peril
9. caused by escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed while the Home has been Unoccupied for more than 30 consecutive days
10. caused by theft in the Home should any part be let
11. caused by theft from any unattended vehicle
12. caused by mysterious disappearance or unexplained loss

## BASIC COVER (the followings are included in this Section)

### 1.1 Household Contents and Personal Effects

Your Policy covers accidental loss of or damage to Your Household Contents and Personal Effects provided that any one article is less than 10% of Your Home Contents Sum Insured (unless specified otherwise in the Policy Schedule)

We will not pay more than the total amount shown in the Policy Schedule, during any one year.

### 1.2 Valuables

Your Policy covers accidental loss of or damage to Your Valuable(s) whilst they are in the Home provided that

- i. the maximum limit for any one article is HK\$15,000.
- ii. the total limit is up to a maximum of one-third of Your Home Contents Sum Insured during any one year. (unless specified otherwise in the Policy Schedule).

### 1.3 New for Old Cover

Your Policy covers accidental loss of or damage to Your Home Contents on the new for old basis except the deduction for wear and tear which mentioned in "HOW WE SETTLE CLAIMS" on page 4 of this jacket.

## ADDITIONAL BENEFITS

### 1.4 Personal Effects outside Your Home

We will pay for loss of or damage to Personal Effects belonging to You occurring outside but within the territorial limit of Hong Kong, subject to a maximum limit of HK\$2,500 per item and HK\$10,000 any one policy year.

### 1.5 Home Quarantine Allowance

We will pay an allowance in the event You or Your Family being confined at Home involuntarily in quarantine as declared by the local authority, up to maximum of 10 days at HK\$500 per day.

### 1.6 Accidental Damage to Home Contents in the course of Renovation

We will pay for loss of or damage to Your Home Contents while Your Home is undergoing any alterations, additions or repairs performed by any outside contractor provided that the total contract value for such work shall not exceeding HK\$100,000.

### 1.7 Personal Accident

In the event of death of an Insured person in the Home caused solely and directly by accidental fire, or armed robbery during the Period of Insurance the following benefits will be paid:

- i. Death of Insured's Family, benefit will be HK\$50,000 for each person, but in respect of the Insured's Family aged 18 or below and 70 or over at the time of injury, the death benefit will be HK\$25,000 for each person.
- ii. Payment will be made to the deceased's estate.

#### Special Conditions

You must notify Us in writing as soon as reasonably possible and always within one month of any Accident likely to give rise to a claim.

We are entitled to request a post-mortem examination.

#### Excluding

1. Death, charges, cost, or expense caused
  - i. by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or any unlawful act
  - ii. by pre-existing physical or mental defect, illness, or infirmity
  - iii. by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription
  - iv. directly or indirectly by Human Immunodeficiency Virus (HIV) and/ or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
  - v. by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them
2. Death, charges, cost, or expense arising or caused other than accidental fire or armed robbery
3. Death happened outside of the Home
4. Disappearance of The Insured person

### 1.8 Alternative Accommodation

While the Home cannot be lived in because of accidental loss or damage covered by this Policy We will pay for the reasonable cost of alternative accommodation, up to a maximum of HK\$1,500 per day, while the Home is uninhabitable We will not pay more than HK\$90,000 during any one year.

#### Excluding

Uninhabitable due to Home renovation which is not caused by an insured peril.

### 1.9 Loss of Rent (applicable if You are the Houseowner and Your Home is let out)

While the Home is occupied by the Insured's rent-paying tenant, We will pay the Insured as the landlord of the Home the actual loss of rent because of accidental loss or damage covered by this Policy

The loss of rent cover is based on the average rent received by Insured as the landlord from the tenant under the tenancy agreement over the 3 months immediately preceding to the accidental loss of or damage to the Home Contents, while the Home is uninhabitable.

We will not pay more than HK\$50,000 during any one year.

#### Excluding

Uninhabitable due to Home renovation which is not caused by an insured peril.

### 1.10 Temporary Removal

Loss of or damage to Your Home Contents while temporarily removed from the Home for cleaning, repairing or maintenance within Hong Kong provided that the limit is up to a maximum of HK\$50,000 during any one year, subject to a limit of HK\$10,000 per article.

### 1.11 Household Removal

Loss of or damage to Your Home Contents while being in transit between the insured Home and any new Home of The Insured in Hong Kong by a professional remover

We will not pay more than the Home Contents Sum Insured, as stated in the Policy Schedule, during any one year, subject to a limit of HK\$10,000 per article or pair or set (unless specifically declared prior to the transit)

#### Excluding

Moving

- i not handled by professional remover
- ii outside of Hong Kong

### 1.12 Removal of Debris

The insurance by this Policy is extended to cover costs and expenses necessarily incurred by The Insured with the consent of The Company in :

- i. Removal of debris,
- ii Dismantling or demolishing,
- iii Shoring-up or propping,

of the portion or portions of the property insured by this Policy destroyed or damaged by any insured peril hereby insured against, for an amount not exceeding 10% of the adjusted loss.

The total liability under this Policy for both loss to property and debris removal expenses shall not exceed the amount of insurance applying under this Policy to the property covered.

Debris removal expenses shall not be considered in the determination of replacement value in the application of any clause forming a part of this Policy.

**Excluding**

Any cost or expenses

- i. Incurred in removing debris except from the site of such property destroyed or damaged and area immediately to such site.
- ii. Arising from pollution or contamination of property not insured by this Policy

**1.13 Architects', Surveyors' and Consulting Engineers' Fees**

The insurance by this Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of Professional Charges of the Royal Institute of British Architects and/or the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or the Association of Consulting Engineers as the case may be or of the respective equivalent local body, subject to a maximum of 5% of Your Home Contents Sum Insured. The total liability under this Policy for both loss to property and such fees shall not exceed the amount of insurance applying under this Policy to the property covered.

**1.14 Automatic Reinstatement of Sum Insured**

In the event of loss or damage recoverable under this insurance, the Home contents Sum Insured by this Policy shall, in the absence of written notice by The Company or The Insured to the contrary, be immediately reinstated in consideration of which The Insured undertakes to pay the appropriate additional premium.

**1.15 Locks Replacement**

We will pay for the cost of replacing broken windows, door locks and keys of the Home with items that are similar, but not better, following a theft or attempted theft or burglary, up to a maximum of HK\$3,000 during any one year.

**1.16 Personal Computer**

Accidental loss of or damage to Your personal computer equipment in the Home. The limit is up to a maximum of HK\$15,000 during any one year.

**Excluding**

Loss or damage

- i. due to defect, or caused by electrical or mechanical breakdown
- ii. to media or software outside of the Home
- iii. to portable laptop computer or any property used mainly for business purposes
- iv. caused by vandalism or damage by a person lawfully in the Home
- v. caused by Yourself

**1.17 Frozen Food**

We will pay for loss of or damage to food in the cold chamber of any refrigerator or deep freeze cabinet, caused by the rise or fall in temperature, or contamination by refrigerant or refrigerant fumes, up to a maximum of HK\$5,000 for any one event. The refrigerator or deep freeze cabinet must be

- i. in the Home
- ii. owned by You or Your responsibility
- iii. less than 5 years old

**Excluding**

Loss or damage caused by

- i. a deliberate act of supply authority, or the withholding or restricting of power by the authority
- ii. strike, lock-out or industrial dispute

**1.18 Domestic Helper's Personal Effects**

The Company agrees that it will indemnify The Insured in respect of loss of or damage to clothing and Personal Effects of The Insured's domestic helper, subject to a maximum limit of HK\$25,000 for each domestic helper during any one year and not exceeding HK\$1,000 for any one article, whilst such properties are in the Home in which such helper(s) is residing with The Insured or any member of his/her family

**Excluding**

- i. Any loss of or damage to bank notes, currency notes or any other form of negotiable document
- ii. Any property that does not belong to Your domestic helper

**1.19 Money**

We will pay for Your Money lost at Home.

We will not pay more than HK\$2,500 during any one year.

**Excluding**

Losses

- i. which are not reported within 24 hours after discovery to the police
- ii. caused by depreciation, confiscation or shortage due to errors or omissions

**1.20 Credit Cards**

Your liability under the terms of any credit card agreement as a direct result of its unauthorised use by any person not related to, or residing with You. We will not pay more than HK\$10,000 during any one year.

**Excluding**

- i. Any loss unless You have complied with the terms and conditions of the issuing authority.
- ii. Losses which are not reported within 24 hours after discovery to the police.
- iii. Losses which are not reported to the issuer of the card within 24 hours after discovery.

**1.21 Replacement of Credit Cards/ Personal Documents**

The Company will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards and Personal Documents for Insured and his/her family following accidental loss of baggage or purse belonging to Insured or his/her family.

We will not pay more than HK\$1,500 during any one year.

**1.22 Brittle Items**

We will pay for loss of or damage to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material, up to a maximum of HK\$5,000 during any one year, unless otherwise specified in the Policy Schedule.

**1.23 Landslip and Subsidence**

Loss or damage to Your Home Contents caused by subsidence of the site or landslip provided that:

1. The Insured shall maintain Your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
2. The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 -GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
3. The Insured shall notify the Company immediately:

- i. any excavations are commenced beneath, around or in the vicinity of the insured Home.  
In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
- ii. of the operation of an insured peril affecting any part of the site (whether or not the insured Home is involved) or its nearby surroundings.

**Excluding**

1. loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - i. Coastal erosion
  - ii. Heave
  - iii. Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
2. loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
3. unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as in necessary to repair the Property Insured.
4. loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
5. consequential loss or damage of any kind or description.

**1.24 Time Adjustment Clause**

In the event of loss or destruction of or damage to the Home Contents caused by typhoon, storm, tempest, flood, earthquake or landslip, the amount of the Insured's retained liability in respect of such loss or damage caused by these perils shall apply afresh and be deducted again in respect of any loss or damage occurring after seventy-two consecutive hours freedom from typhoon, storm, tempest, flood, earthquake or landslip.

**SECTION 2 - WORLDWIDE PERSONAL AND OCCUPIER'S LIABILITY**

**2.1 Personal/Owner's/Occupier's Liability (including domestic helper)**

Any amount that You, Your Family members (residing with You) and Your domestic helpers (while he/she is performing the duties) become legally liable to a third party at Your Home or anywhere in the world as a result of

- i. accidental bodily Injury (including death or disease) to any person
- ii. accidental loss of or damage to their property

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

**This Section extends to cover**

**2.2 Owner's Liability in Common Area (applicable if You are the Owner of the Home)**

We will also, pay any amount that You become legally liable to a third party as a part Owner of the Common Parts of the Building of which Your Home forms part.

The indemnity is provided only under the following conditions:

- i. this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as 'the Primary Policy') in relation to such Common Parts of the Building; or
- ii. where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

Subject to Policy limit include legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

We will only indemnify You in respect of Your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

We will not pay more than the total amount shown in the Policy Schedule during any one year.

**2.3 Tenants Liability (applicable if the Home is rented)**

The Company will pay for the amount, including legal costs and expenses recoverable by any claimants and all costs and expenses agreed by Us in writing, up to but not exceeding the extent The Insured becomes legally liable as tenant for any reasonable cost of repair in respect of accidental damage to the Building during the Period of Insurance.

We will not pay more than the total amounts shown in the Policy Schedule during any Period of Insurance.

**2.4 Independent Contractor's Liability**

The Company will pay for the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by You or under a contract for service with You or any person working for or employed by the said independent contractor) and all costs and expenses agreed by Us in writing, up to but not exceeding the extent The Insured becomes legally liable for compensation to bodily Injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to the premises of Insured

Provided that the contract value of such alteration and/or addition shall not exceed HK\$100,000 for each contract.

This extension shall not be liable to pay or contribute to any claim recoverable from any valid third party liability insurance or the third party liability section of any Contractors' All Risks insurance held by The Insured or by The Insured's contractor.

We will not pay more than the total amount shown in the Policy Schedule during any Period of Insurance.

**Excluding (these Exclusions apply throughout Section 2)**

1. Liability in respect of Injury to You, or any person under a contract of service with You, and arising out of, and in the course of, such person's employment by You.
2. Liability in respect of loss of or damage to property belonging to You or in Your custody or control.
3. Liability arising from
  - i. any wilful or malicious act
  - ii. the pursuit by You of any trade business profession or employment
  - iii. the occupation or ownership of any land or Building other than
    - a) the Home as specified in the Policy Schedule
    - b) the occupation only of any temporary residence e.g. hotel
  - iv. the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
  - v. any agreement where such liability would not have attached in the absence of such agreement
  - vi. any unauthorised alterations or illegal structure
  - vii. any criminal activity
4. Liability arising directly or indirectly from any judgement which is not at first delivery by, or obtained from, a court of competent jurisdiction in Hong Kong.
5. Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
6. Any cost arising from wear and tear or making good the Home, whether You are legally liable for such costs under the terms of any tenancy agreement or not (applicable to Section 2.3 only).
7. Any fines, penalties, punitive or exemplary damages.
8. Any actual or alleged liability 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.