

# PRUChoice HOME INSURANCE POLICY 保誠精選「家居寶」家居保障保單

The Insured having applied for the Insurance expressed herein and made an application with the declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance.

PRUDENTIAL GENERAL INSURANCE HONG KONG LIMITED ("the Company") will be subject to the terms conditions and exceptions contained herein or endorsed hereon indemnify or pay compensation to the Insured in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided always that the due observance and fulfillment by the Insured of all the terms conditions and exceptions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

#### **SECTION I - HOUSEHOLD CONTENTS**

The Company will indemnify the Insured and the Insured's Family at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to Household Contents at the Insured Premises provided that the Company's liability under this Section shall not exceed in respect of:

		Harmony Plan	Premier Plan
(a)	furniture household goods or appliance	HK\$75,000 any one Item	HK\$150,000 any one Item
(b)	Valuables	HK\$10,000 any one Item HK\$250,000 per year in total	HK\$20,000 any one Item HK\$300,000 per year in total
(c)	Personal Effects of the Insured and the Insured's Family, and Domestic Helper's Property	HK\$75,000 any one Item	HK\$150,000 any one Item

The maximum liability of the Company in respect of all loss or damage under this Section including its all extensions shall not exceed the Maximum Limits as specified against this Section in the Schedule.

#### Extensions

### Developer's and Ex-landlords' Interior Decoration

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to interior decorations fixtures and fittings including but not limited to wall paint wallpaper false ceiling floorings doors or windows installed by developer or exlandlord at the Insured Premises if the Insured is the owner of the Insured Premises. The Company's liability under this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$100,000 per year in total	HK\$300,000 per year in total

#### Alternative Accommodation

In the event of the Insured Premises being rendered uninhabitable due to loss or damage covered under this Policy the Company will indemnify the Insured against the reasonable additional expenses of alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the Insured Premises provided that the Company's maximum liability for this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$1,500 per day	HK\$3,000 per day
HK\$45,000 per year in total	HK\$90,000 per year in total

#### Decoration or Renovation

The Company will pay for the accidental physical Loss of or Damage to Household Contents at the Insured Premises specified in the Schedule during the period of interior decoration renovation maintenance or repairs undertaken by outside

contractors within the Insured Premises provided that the total contract value of such contracted works shall not exceed HK\$300,000 and the aggregate period for such is less than 60 consecutive days within the Period of Insurance.

#### Frozen Foods

The Company will pay for the reasonable cost of replacing frozen foods and drinks which are spoilt in the refrigerator at the Insured's Premises as a result of accidental breakdown of the refrigerator which is less than 5 years old at the time of accident or accidental failure of public electricity supply at the Insured Premises provided that such failure is not caused by the deliberate act of the supply authority or its employees. The maximum liability of the Company for this extension shall not exceed HK\$5,000 any one year.

#### Brittle Display

The Company will indemnify the Insured in respect of denting chipping scratching or breakage of the Insured's and Insured's Family's mirror glass china porcelain earthenware and crystal at the Insured's Premises caused by fire explosion burglars or thieves. The Company's maximum liability for this extension shall not exceed HK\$5,000 any one Item and HK\$10,000 for any one year.

#### Temporary Removal

The Company will pay for the accidental physical Loss of or Damage to the Household Contents or Valuables whilst temporarily removed from the Insured Premises not for sale exhibition or to a depository but remaining at other premises within Hong Kong for the purpose of their professional cleaning repairing or renovation. For this extra benefit the Company will not pay for Household Contents or Valuables that are removed from the Insured Premises for more than 30 consecutive days or that are in transit or on a person. The Company's limit of liability for this extension shall not exceed HK\$50,000 per year.

### Replacement of Locks & Keys

The Company will pay the reasonable cost of replacing door locks and/ or keys of the Insured Premises with Items that are similar but not better following Loss of or Damage to locks due to burglary or attempted burglary provided that the Company's limit of liability for this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$2,500 per year in total	HK\$5,000 per year in total

### Removal of Debris

The Company will pay for the cost of cleaning and removing the debris of the Household Contents following accidental damage by any cause as insured and payable under Section I – HOUSEHOLD CONTENTS and Developer's and Exlandlords' Interior Decoration extension (exclude other extensions under this Section). The Company's maximum limit of liability for this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$10,000 per year in total	HK\$20,000 per year in total

#### Household Contents in the Open

The Company will pay for the accidental physical Loss of or Damage to furniture household goods or appliance contained in or on the verandah balcony patio terrace forecourt backyard or on roof being part of the Insured Premises solely occupied by the Insured and in the open generally caused by fire explosion aircraft or other aerial devices or articles dropped there from malicious acts natural disaster (e.g. earthquake storm flood) escape of water from any tank apparatus or pipe or impact by any road vehicle. The company's maximum liability for this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$2,000 any one Item	HK\$4,000 any one Item
HK\$20,000 per year in total	HK\$40,000 per year in total

### Home Removal by Professional Mover

The Company will pay for the accidental physical Loss of or Damage to Household  $\,$ 

Contents whilst being in transit by independent and competent professional movers from the Insured Premises to the Insured's new permanent residential premises in Hong Kong. Accidental breakage to mirror glass china porcelain earthenware and crystal are not covered unless they are adequately packed to avoid breakage during the removal. The Company's maximum limit of liability for this extension shall not exceed the Maximum Limits per Item indicated under this

#### Liauor

The Company will pay for the accidental breakage to bottle of liquor with cork or cap attached to the bottle neck and not screwed at the time of damage at the Insured Premises. The company's maximum liability for this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$1,000 per bottle	HK\$2,000 per bottle
HK\$2,500 per year in total	HK\$5,000 per year in total

#### 24 Hours Home Assistance Services

The Company has arranged the Home Assistance Program through Europ Assistance Hong Kong Limited ("EAHK") to assist the Insured and the Insured's Family in respect of the following services in Hong Kong:

- (a) locksmith assistance
- (b) plumbing assistance
- (c) electrical assistance
- (d) house call/dental referral
- (e) baby-sitting/nursing assistance
- (f) pest control/ cleaning services referral

The Insured can access the above services by phoning EAHK Alarm Centre 24 Hour Hotline Hong Kong at (852) 2862 0112 and quote the EAHK Membership Number 397103.

All costs incurred in using the above EAHK services will be at the Insured's own expense. The use of the above services arranged by EAHK is at the Insured's own accord. The Company is not liable for any loss arising from the use of such services or their availability



24 Hours Service available during the insurance period 保障期間提供下列24小時服務

### Home Assistance Service include:

- (Hong Kong Only)
- (Hong Kong Only)

  Arrange registered electrician or plumber to repair defective appliances

  Arrange locksmith to gain access to your residence

  Arrange house call by a registered doctor and dental referral

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  Arrange baby sitter or qualified nurse to take care of your family member

  Arrange pest control company or cleaning company

- 安排註冊電器技師或水喉匠作 家居維修 安排鎖匠服務
- 安排正式註冊醫生上門診症及
- 牙醫介紹 安排褓母或合資格護士照顧您
- 的家人 ● 安排減蟲公司或清潔公司

### Loyalty Bonus

Upon each renewal of the Policy regardless of the claim history a loyalty bonus equals to an increase in the maximum limit of Household Contents of HK\$50,000 will be granted subject to a maximum of HK\$200,000 in aggregate. The bonus should not affect the other limits of this Section. The bonus earned is attached to this Policy and is not applicable or transferable to any other Policy(ies) taken out by the Insured. The bonus has to be earned afresh once the Policy has been lapsed.

#### **SECTION II - PERSONAL EFFECTS WORLDWIDE COVER**

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to Personal Effects of the Insured and the Insured's Family outside the Insured Premises specified in the Schedule whilst in Hong Kong or travelling worldwide provided that the Company's limit of liability under this Section shall not exceed in

Harmony Plan	Premier Plan
HK\$10,000 any one Item	HK\$20,000 any one Item
HK\$20,000 per year in total	HK\$40,000 per year in total

#### SECTION III - LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF **CREDIT CARD AND ONLINE PROTECTION**

#### Loss of Personal Money

The Company will pay the Insured for the Insured and the Insured's Family's loss of Personal Money anywhere in Hong Kong provided that the Company's limit of liability under this sub-Section shall not exceed HK\$2,000 per year.

#### Unauthorized Use of Credit Card

The Company will pay the Insured for the Insured and the Insured's Family's loss due to unauthorized use of Credit Card anywhere in Hong Kong provided that the Company's limit of liability under this sub-Section shall not exceed HK\$2,000 per

#### Fraudulent Website

The Company will reimburse the Insured for the Insured and the Insured's Family the actual financial loss in the event the Insured or the Insured's Family makes the transaction at the Fraudulent website of Licensed Bank in Hong Kong. The  $\,$ Company's maximum liability of this sub-Section shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$5,000 per event	HK\$10,000 per event
HK\$15,000 per year in total	HK\$30,000 per year in total

### Online Shopping

The Company will reimburse the Insured for the Insured and the Insured's Family for the actual financial loss of goods and the associated shipping charges less any sums recovered or recoverable from all other sources which they purchased on the internet by their Bank Account or Credit Card in the event of:

### (a) Non-Delivery:

The goods have been lost and could not been found by the transportation company more than 30 days from the scheduled delivery date, provided that the transportation company has confirmed the goods purchased could not be found, and the seller or the transportation company fails to provide replacement or refund to the Insured or the Insured's Family within 60 days of the initial scheduled delivery date; or

### (b) Accidental Damage Upon Delivery:

Improper functioning due to accidental damage of goods at the time of receipt by the Insured or the Insured's Family if the seller or transportation company fails to refund to the Insured or the Insured's Family within 30 days of delivery.

The Company's maximum liability of this sub-Section Online Shopping shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$5,000 per event	HK\$10,000 per event
HK\$15,000 per year in total	HK\$30,000 per year in total

Provided that all below conditions are met by the Insured or the Insured's Family:

- (a) the goods lost or damaged must have a value of at least HK\$500 per order including local taxes but excluding delivery/ transportation costs;
- (b) the goods must be received by the Insured or the Insured's Family or their representative in person;
- (c) the delivery address for the goods must be the Insured Premises or the workplace of the Insured or Insured's Family in Hong Kong;
- (d) a shipment tracking number must be assigned and provided by the seller of the goods or a designated transportation company;
- the Insured or Insured's Family must take all necessary reasonable action against the seller and/ or the transportation company to send replacement goods or full refund in writing;

- (f) in the event that a claim for non-delivery is paid, and the original goods eventually arrive, the Insured should pay back any indemnity received to the Company; and
- (g) the Insured or Insured's Family should cooperate with the Company and help the Company to enforce any legal rights that the Insured or Insured's Family or the Company may have in relation to the loss.

#### Personal Identity Theft

The Company will reimburse the Insured for the Insured and the Insured's Family the below expenses incurred directly resulting from the Insured or the Insured's Family's efforts to resolve Personal Identity Theft provided all such expenses must be incurred within 6 months from the date of report to the Licensed Bank in Hong Kong by the Insured or the Insured's Family about the loss:

#### (a) Legal Expenses:

The reasonable and necessary legal expenses incurred by the Insured or the Insured's Family to defend any suit brought against the Insured and/ or the Insured's Family by Licensed Bank in Hong Kong, or someone acting on their behalf and/ or remove any civil or criminal judgment wrongfully entered against the Insured or the Insured's Family as a direct result of Personal Identity Theft;

#### (b) Obligation of Payment:

The amount(s) that the Insured or the Insured's Family become legally liable to pay to Licensed Bank in Hong Kong, arising from the use of unauthorized issued Credit Credit(s) and/ or opened Bank Account(s), under the name of Insured or the Insured's Family as a result of Personal Identity Theft;

#### (c) Miscellaneous Expenses:

The reasonable and necessary cost(s) incurred by the Insured or the Insured's Family to re-file applications for the Insured or the Insured's Family's Credit Cards or Bank Accounts that is/ are declined solely due to incorrect information received by Licensed Bank in Hong Kong; and/ or

The reasonable and necessary cost(s) incurred by the Insured or the Insured's Family to notarize documents related to Personal Identity Theft, as well as long distance telephone calls and certified mail reasonably incurred to report an Personal Identity Theft or to correct the financial and credit records of the Insured or the Insured's Family that have been altered as a result of Personal Identity Theft;

The Company's maximum liability of this sub-Section Personal Identity Theft shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$15,000 per event	HK\$30,000 per event
HK\$30,000 per year in total	HK\$60,000 per year in total

Provided that all below conditions are met by the Insured or the Insured's Family:

- inform all appropriate credit card company or Licensed Bank in Hong Kong of Personal Identity Theft within 24 hours of discovery of Personal Identity Theft:
- $\bullet \quad \text{file a police report within 24 hours of discovering Personal Identity Theft;}\\$
- take all reasonable and prudent action to prevent further loss from such Personal Identity Theft; and
- cooperate with the Company in investigating, evaluating and settling a claim.

The Company's maximum liability for this Section III shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$64,000 per year in total	HK\$124,000 per year in total

#### **SECTION IV - LOSS OF PERSONAL DOCUMENTS**

The Company will pay for the replacement cost of the loss of Personal Documents of the Insured and the Insured's Family in Hong Kong. The Company's liability under this Section shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$2,500 per year in total	HK\$5,000 per year in total

#### **SECTION V - THIRD PARTY LEGAL LIABILITY**

The Company will indemnify the Insured against all sums which the Insured and the Insured's Family shall become legally liable to pay as damages consequent upon accidental bodily injury to any person or accidental Loss of or Damage to Property arising as occupier and user of the Insured Premises or as owner of

Domestic Pet or in any other personal capacity in Hong Kong or worldwide during temporary visit or out of the Domestic Helper in performing household works in the capacity of an employer provided that the liability of the Company under this Section for all damages including legal costs and expenses recoverable by any claimant from the Insured and the Insured's Family and all costs and expenses incurred with the written consent of the Company shall not exceed the maximum limit as specified in the Schedule in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause and in respect of any one year.

#### Extension

#### Property Owner's Legal Liability

Section V - THIRD PARTY LEGAL LIABILITY is extended to cover the Insured against all sums which the Insured and the Insured's Family shall become legally liable to pay as damages consequent upon accidental bodily injury to any person or accidental Loss of or Damage to Property arising as the property owner of the Insured Premises including legal costs and expenses recoverable by any claimant from the Insured and the Insured's Family and all costs and expenses incurred with the written consent of the Company provided always that the maximum liability of the Company under Section V - THIRD PARTY LEGAL LIABILITY shall not exceed the maximum limit in respect of any one occurrence or number of occurrences arising directly from one source or original cause and in respect of any one year.

#### Neighbour's Property Water Damage Legal Protection

Section V - THIRD PARTY LEGAL LIABILITY is extended to pay reasonable repair costs incurred regardless of fault, to or for third party who sustains property damage caused by water damage from the Insured Premises only. Any payment under this Extension represent a full and final settlement of the third party water property damage incident under this Section and the Company will fully discharge liability once this settlement has been exercised. The Company's liability under this extension shall not exceed in respect of:

Harmony Plan	Premier Plan
HK\$5,000 per year in total	HK\$8,000 per year in total

#### **SECTION VI - FAMILY PERSONAL ACCIDENT**

If the Insured or the Insured's Family sustains bodily injury caused by accidental and violent means as a result of fire armed robbery or theft whilst at the Insured Premises the Company will pay to them or their legal personal representatives as the case may require the compensation in the case of such injury solely and directly resulting within 12 calendar months from the occurrence thereof in

(a) Death or Total Permanent Disablement
 (b) Loss of both Limbs
 (c) Loss of both sight of both eyes
 (d) Loss of one Limb and sight of one eye
 (e) Loss of one Limb or sight of one eye
 (f) HK\$100,000 per person
 (g) HK\$100,000 per person
 (hK\$100,000 per person
 (hK\$100,000 per person
 (hK\$100,000 per person

Provided that the Company's limit of liability under this whole Section shall not exceed HK\$200,000 in respect of any one year.

### Extension

### Fire/ Burglary/ Robbery Harm Allowance

If the Insured or the Insured's Family sustains bodily injury caused by fire armed robbery or theft whilst at the Insured Premises the Company will pay the medical expenses reasonably incurred due to such bodily injury up to a limit of HK\$5,000 per year provided that a Registered Medical Practitioner has granted a sick leave of not less than 3 consecutive days.

### SECTION VII - NEW HOME TRANSITION PERIOD PROTECTION

The Company will extend to provide cover under Section I – HOUSEHOLD CONTENTS and Section V - THIRD PARTY LEGAL LIABILITY to the Insured's new permanent residential premises in Hong Kong in the event of removal for a period of two weeks from the first day of occupying the premises as the Insured's new permanent residential premises. The cover shall commence upon the Company being advised of the removal in writing in advance and the Company confirms to extend the cover as per this Section by endorsement. The Company's maximum limit of liability for this Section shall not exceed the sub-limit and annual limit of Section I – HOUSEHOLD CONTENTS and Section V - THIRD PARTY LEGAL LIABILITY for any one year.

Insurance coverage of this Policy for the Insured Premises specified in the Schedule shall continue until the Insured advises the Company in writing that the new permanent residential premises shall be the new Insured Premises.

3

#### **SECTION VIII - PERSONAL EFFECTS EXTRA**

(Applicable only if the Schedule shows that the cover has been selected)

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Loss of or Damage to the Insured's and the Insured's Family's Personal Effects which are specified against this Section in the Schedule whilst in Hong Kong or travelling worldwide provided that the Company's liability under this Section shall not exceed the Sum Insured as shown in the Schedule.

Provided always that no claim will be or has been submitted under Section  $\rm I-HOUSEHOLD$  CONTENTS and Section  $\rm II-PERSONAL$  EFFECTS WORLDWIDE COVER the same loss or damage.

#### **SECTION IX - BUILDING STRUCTURE**

(Applicable only if the Schedule shows that the cover has been selected)

The Company will at its option by payment repair or reinstatement to indemnify the Insured's and the Insured's Family's against the accidental physical Loss of or Damage to the Building specified in the Schedule insured by perils not specifically excluded their interests for:

- (a) the reasonable costs necessarily incurred to rebuild or repair the Building in the same form size style and condition as new;
- (b) costs and expenses necessarily incurred with the written consent of the Company in removing debris dismantling and/or demolishing shoring or propping of the destroyed of damaged portions of the Building but the Company's maximum liability for such costs and expenses is limited to 10% of the Sum Insured of the Building;
- (c) architects' surveyors' or consultants' fees necessarily incurred in the reinstatement of the Building following loss or damage but not for preparing any claim. The Company's maximum liability for such fees is limited to 10% of the Sum Insured on the Building;
- (d) the additional costs of reinstatement on the same site of the destroyed or damaged portions of the Building incurred in complying with any statutory building regulations. Notice under the regulations must not have been served upon the Insured before the Loss or Damage and the Company's maximum liability for such additional costs is restricted to 10% of the Sum Insured on the Building.

Provided that the Company will not be liable for Loss of or Damage to Items that will be or have been claimed under Section I - HOUSEHOLD CONTENTS. The maximum liability of the Company in respect of all loss or damage under this Section shall not exceed the Sum Insured as specified against this Section in the Schedule.

Provided that the cover of this Section is individually selected without insuring the cover of Section I - VII the Company shall cover Property Owner's Legal Liability under the Extension of Section V - THIRD PARTY LEGAL LIABILITY (but not the whole Section V - THIRD PARTY LEGAL LIABILITY) with the Sum Insured as stated in the Schedule.

### **SECTION X - HOME APPLIANCE WARRANTY SERVICE**

(Applicable only if the Schedule shows that the cover has been selected)  $\,$ 

Home Appliance Warranty Service ("Warranty Service") is provided by the Europ Assistance Hong Kong Limited ("EAHK"). For the avoidance of doubt the Company is not an agent of EAHK for the services and makes no representation warranty or undertaking as to the availability of the EAHK's services. Whether or not the EAHK's services are offered or provided is a matter of absolute discretion of EAHK for which the Company shall accept no responsibility or liability. Nor shall the Company be responsible or liable for the acts or omission of services of EAHK. The provision of services by EAHK and/ or the acceptance thereof by the Insured shall constitute a contract between EAHK and the Insured separate and independent of this Insurance. The Company reserves the right to replace any of the service provider(s) and renew revise and change the details, the terms and conditions of the aforesaid services to be provided from time to time, as well as to cease and/ or suspend the provision of such services at any time as its sole and absolute discretion without given prior notice.

### **DEFINITIONS TO SECTION X - HOME APPLIANCE WARRANTY SERVICE**

#### "Authorized Dealer"

Shall mean the reseller who has entered into a contract with the original manufacturer to sell their electrical appliances, and/ or retailer selling electrical appliances with the original manufacturer's standard warranty in Hong Kong where applicable.

#### "Authorized Repairer"

Shall mean Hong Kong electrical appliance repairer appointed and/ or nominated by EAHK on case by case basis.

#### "Covered Appliance"

Shall mean the brand new appliances only limited to television, refrigerator, washing machines, clothes dryer, air-conditioner, blu-ray/ DVD players and microwave oven (all gaming console is excluded), being imported to Hong Kong by respective electrical appliance brand's Hong Kong Authorized Dealer and purchased by the Insured or the brand new aforesaid appliances that came with the 1st hand property provided by land developers and is less than 5 years old from the date of occupation permit, which having at least 1 year original manufacturer's warranty in Hong Kong (must be provided with an original of the manufacturer's valid warranty), and is being installed/ used in Insured Premises.

#### "Cover Period"

Shall mean a cover of 11 months after the Waiting Period of this Warranty Service at the original inception. For renewal, it shall mean a cover of 12 months after the renewal effective date.

#### "EAHK"

Shall mean Europ Assistance Hong Kong Limited.

#### "Insured Premises"

Shall mean the declared residential address in Hong Kong where the Insured's permanently reside, as specified in the Schedule.

#### "Insured"

Shall mean the person named as the Insured in the Schedule and the Insured's parents siblings spouse children relatives and cohabitants (as declared and specified in the Schedule) who normally and permanently residing with the Insured.

#### "Original Purchase Price"

Shall mean the actual purchase price of the Appliance, which is the final price or price after discount if applicable and it is clearly printed/ shown on the Proof of Purchase.

For the Appliance came with the 1st hand property provided by land developers, the Original Purchase Price will be determined by benchmarking current selling price of similar models in the market, whereas EAHK has the sole discretion to define the Original Purchase Price.

#### "Proof of Purchase"

Original merchant receipt/ invoice issued by a Hong Kong Authorized Dealer where the Appliance was purchased that clearly shows all the following information:

- (i) Date of Purchase:
- (ii) Original Purchase Price;
- (iii) Surname of the Insured or address of Insured Premises;
- (iv) Name of Hong Kong Authorized Dealer.

For Appliance came with 1st hand property provided by land developers, the Insured shall present:

- Principle agreement with the land developer of the Insured Premises; or
- land developer's sales brochure that clearly lists the Items of the Appliance as the Proof of Purchase.

#### "The Company"

 $Shall\ mean\ Prudential\ General\ Insurance\ Hong\ Kong\ Limited.$ 

### "Waiting Period"

Shall mean the first 30 days from the effective date of this Warranty Service.

### "Warranty Service"

Shall mean Home Appliance Warranty Service.

#### **DESCRIPTION OF WARRANTY SERVICE**

Warranty Service covers mechanical breakdown of Covered Appliance that is less than 5 years old from the original purchase date with Original Purchase Price ranged HK\$3,000 to HK\$30,000 (both prices inclusive) during Cover Period. In case of the occurrence of mechanical breakdown and the Warranty Service is required, the Insured shall contact EAHK Alarm Centre 24 Hour Hotline Hong Kong at 2862 0112 and should state:

- **PRU**Choice Home policy number
- name of the Insured
- a brief description of the Covered Appliance's mechanical breakdown

If the information provided is valid, EAHK shall provide the following service:

#### 1. Tele-diagnosis for mechanical breakdown cases

Upon the occurrence of a mechanical breakdown of Covered Appliance, EAHK conducts a preliminary tele-diagnosis within 24 hours on the basis of information gathered from the Insured.

#### 2. On-site Inspection & Repair Service

In case tele-diagnosis remains unsuccessful, EAHK shall organize an appointment between Authorized Repairer and the Insured within 48 hours (except Public Holidays & adverse weather) and subject to the availability of the Insured. The Insured is required to present Proof of Purchase for service validation. Appointment shall be organized within 48 hours upon the receipt of Proof of Purchase provided by the Insured via facsimile, email or post.

EAHK organizes an appointment with the Authorized Repairer and bear the repair cost and reasonable cost of materials parts and labour.

In case the Covered Appliance is required to repair at Authorized Repairer's workshop, EAHK organizes and bears the relevant transportation cost thereof.

#### 3. Provision of new replacement unit

In case the Authorized Repairer diagnoses the Covered Appliance is beyond repairs or repair cost is higher than the replacement value of the faulty Covered Appliance, EAHK will arrange, at the costs of EAHK, a new replacement unit of similar features and functionalities but not necessarily of the same model or same brand within 10 working days (except Public Holidays and adverse weather, subject to availability of the model and brand of the new replacement unit in the market) to Insured Premises. EAHK has the sole discretion to repair or offer new replacement unit and to determine the model of the new replacement unit.

Covered Appliance depreciation applies when the Insured accepts new replacement unit from EAHK. The Insured shall pay EAHK a shortfall equivalent to the depreciated value of the faulty Covered Appliance (if applicable). The depreciation table for the Covered Appliance is listed below:

Mechanical Breakdown Period	Depreciation Rate
From the 1st day to the last day of the 1st year from the original purchase date of the Covered Appliance/ the date of the occupation permit	10%
From the 1st day to the last day of the 2nd year from the original purchase date of the Covered Appliance/ the date of the occupation permit	
From the 1st day to the last day of the 3rd year from the original purchase date of the Covered Appliance/ the date of the occupation permit	30%
From the 1st day to the last day of the 4th year from the original purchase date of the Covered Appliance/ the date of the occupation permit	40%
From the 1st day to the last day of the 5th year from the original purchase date of the Covered Appliance/ the date of the occupation permit	

#### Conditions

The Insured must take all reasonable precautions to prevent accident in order to have the full protection of the Warranty Service. If the Insured does not comply with them EAHK may refuse to provide Warranty Service.

#### Limitation and Liabilities

1. Territorial Limit

The Warranty Service mentioned in the above "Description of Warranty Service" apply to Hong Kong Island, Kowloon, the New Territories of Hong Kong Special Administrative Region only.

The Insured shall pay for the additional cost required for repair and replacement being arranged in the following areas and locations:

- Tung Chung
- Park Island
- Discovery Bay
- Outlying Islands
- Restricted Area
- Flats in building unreachable by elevator

EAHK shall not guarantee service being arranged in Insured Premises where it is located in Restricted Area.

#### 2. Time limit

Warranty Service are applied up to the last day of the 5th year from date of purchase of Covered Appliance of the last day or the 5th year from the date of occupation permit (where applicable).

3. Authorized Repairer Service Hour

Tele-diagnosis, Repair & Replacement work will be carried out only during our Authorized Repairer working hours:

Monday to Saturday 10:00-20:00, except Public Holidays & the following weather conditions:

- Typhoon Signal no. 8 or above is hoisted
- Black rainstorm signal is effective

#### 4. Fraud

If any request for benefits made under the Warranty Service is determined to be fraudulent or if any fraudulent means or Covered Appliance(s) are used by the Insured or by anyone acting on Insured's behalf to obtain benefits, all benefits of the Warranty Service will be forfeited.

#### 5. Liabilities of EAHK

Any kind of third parties or professionals (Authorized Repairer or authorized service provider) to whom EAHK refers to the Insured will be independent contractors responsible for their own acts and will not be employees, agents or servants of EAHK.

EAHK undertakes to exercise due care and diligence in the appointment and/ or referral of any service provider to assist the Insured. EAHK assumes no responsibility for any advice given by any third parties or professionals (except EAHK's associate companies and/ or its contractual partners). The Insured will not have recourse against EAHK by reason of its referral of or contact with a third party or professional (except EAHK's associate companies and/or its contractual partners).

# EXCEPTIONS TO SECTION I – HOUSEHOLD CONTENTS (including its Extensions) AND SECTION IX – BUILDING STRUCTURE

- 1. The Company will not pay for loss or damage caused by or contributed to
  - (a) wear and tear moths vermin insects pet damp rust rot corrosion mould moisture the action of light or atmosphere and gradually operating causes
  - (b) electrical or mechanical breakdown derangement overloading or failure unless covered in the Frozen Foods Extension of Section I HOUSEHOLD CONTENTS
  - (c) denting chipping scratching or breakage of glass object (including mirror) china porcelain earthenware and crystal unless covered in the Brittle Display Extension of Section I HOUSEHOLD CONTENTS. Glass (including mirror) which is being a top to the furniture or is fixed in furniture fixtures or fittings is not fallen within this exclusion or for which the Insured is legally responsible as a tenant
  - (d) any process of cleaning altering repair renovation maintenance or dyeing
  - (e) misuse or use contrary to manufacturer's instruction inherent defect or faulty design in materials plan or specification or gradual deterioration and deformation
  - (f) any deliberate act or neglect of the Insured or the Insured's Family or Domestic Helper
  - (g) any loss or damage when the Insured Premises is left unoccupied for a period in excess of Forty-five (45) days consecutively each year without written consent from the Company except the loss or damage caused by the event of fire lightning thunderbolt explosion earthquake typhoon windstorm bursting of pipes and flood
  - (h) consequential loss or damage of any kind except as provided in the Alternative Accommodation Extension of Section I HOUSEHOLD CONTENTS
  - any loss or damage caused by or resulting from unexplained or mysterious disappearance
  - (j) the deterioration or contamination of food or drinks unless as provided in Frozen Foods Extension of Section I HOUSEHOLD CONTENTS.
- 2. The Company will not pay for Loss of or Damage to sporting equipment whilst in use contact lenses any kind of document (including Personal Documents) Personal Money mechanically propelled vehicles (including motor cycles) watercraft (including sailboards and windsurfers) aircraft and parts accessories equipment fitted therein pedal cycles pager mobile phone and the like.
- The Company will not pay for loss of or damage to property used or held for business or professional purposes or more specially insured under another policy and for the value of information.

EXCEPTIONS TO SECTION II – PERSONAL EFFECTS WORLDWIDE COVER, SECTION III – LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF CREDIT CARD AND ONLINE PROTECTION, SECTION IV – LOSS OF PERSONAL DOCUMENT AND SECTION VIII – PERSONAL EFFECTS EXTRA

The Company will not pay for loss or damage:

- excluded under Section I HOUSEHOLD CONTENTS except Personal Money covered in Section III – LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF CREDIT CARD AND ONLINE PROTECTION and Personal Documents covered in Section IV – LOSS OF PERSONAL DOCUMENT;
- 2. to property left inside unattended vehicles;
- any loss which is not reported within 24 hours of discovery to the local police authority and/ or Licensed Bank in Hong Kong.

# EXCEPTIONS TO SECTION III – LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF CREDIT CARD AND ONLINE PROTECTION

The Company will not pay for:

- loss due to failure to observe the conditions of the issuer of the card or unauthorized use of the card by a member of the Insured's Family or the Insured's Domestic Helper;
- 2. loss caused by depreciation or shortage due to errors or omissions;
- unauthorized use of credit card which is not reported within 24 hours of discovery to the issuer of the card.
- 4. loss or damage arising from or in connected with the followings for the subsection of Online Shopping:
  - (a) goods purchased did not under the name of the Insured and/ or the Insured's Family;
  - (b) any purchase by supplementary Credit Card;
  - (c) any future earned value or income of the goods purchased;
  - (d) any goods purchase not made on the internet and purchased not paid by Credit Card or Bank Account of the Insured or the Insured's Family;
  - (e) incorrect delivery address provided by the Insured or the Insured's Family;
  - (f) collection of goods upon delivery not in person by the Insured or the Insured's Family or their representative;
  - (g) any motor vehicle automobiles motor cycles motor scooters airplanes boats watercraft and any equipment parts or accessories thereof and any equipment and/ or parts necessary for its operation and/ or maintenance:
  - (h) lawful confiscation by police government agencies courts or other empowered authorities or goods deemed to be illegal by local government authorities;
  - animals plant life consumable or perishable items including but not limited to food flowers drink drugs nutrition supplements;
  - cash, bullion, negotiable instruments, shares, travelers checks, or tickets of any description including but not limited to tickets for sporting and entertainment events, and travel;
  - (k) goods purchased for commercial use including items purchased for resale or tools of trade or profession;
  - access to internet websites, software or data files downloaded off the internet including but not limited to music files photos reading material books and movies:
  - (m) services provided via the internet such as cinema tickets air tickets hotel bookings car rental or financial advice;
  - (n) goods purchased from an individual either through a private transaction or an online auction website;
  - (o) counterfeit or fake goods;
  - (p) losses due to mechanical failure electrical failure software or data failure and loss of data;
  - (q) goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase or items that were used rebuilt refurbished or remanufactured at the time of purchase;
  - (r) goods used for, or intended to be used for commercial retail and/ or property rental or other business purposes;
  - (s) items that the Insured and/ or the Insured's Family has/ have rented or leased;
  - (t) Valuable, art, antiques, firearms and collectable items;
  - (u) the costs or charges which do not relate to any purchase;
  - (v) misplacement or mysterious disappearance.
- 5. loss or arising from or in connected with the following for the sub-section of Personal Identity Theft:
  - (a) any kind of loan including but not limited to personal loan car loan or home loan:
  - (b) loss does not occur within the Period of Insurance;
  - (c) loss that results from or are related to business pursuits including work or profession of the Insured and/ or the Insured's Family;

- (d) losses caused by the illegal acts of the Insured and/ or the Insured's Family:
- (e) losses that result from the intentional actions of the Insured and/ or the Insured's Family, or actions that the Insured and/ or the Insured's Family knew of or planned;
- (f) costs other than those listed in Personal Identity Theft under Section III
   LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF CREDIT CARD AND ONLINE PROTECTION.

# EXCEPTIONS TO SECTION V – THIRD PARTY LEGAL LIABILITY AND ITS EXTENSIONS

The Company will not pay for liability:

- in respect of bodily injury and disease to the Insured and any person under a contract of service with the Insured or the Insured's Family and arising out of and in the course of such person's employment by the Insured or the Insured's Family
- in respect of Loss of or Damage to Property belonging to or in the custody or control of the Insured or the Insured's Family or any person under a contract of service with the Insured or the Insured's Family
- 3. arising directly or indirectly from:
  - (a) any wilful or malicious act or criminal activity;
  - (b) the pursuit by the Insured or the Insured's Family of any trade business profession or employment;
  - (c) the occupation of any land or building other than the Insured Premises as specified in the Schedule;
  - (d) the ownership of any land or building unless specially covered under the extension of Property Owner's Legal Liability;
  - (e) the ownership possession or use of aircraft watercraft mechanically propelled vehicles (which includes motor cycles) elevators or lifts (except passenger lifts);
  - (f) any agreement and such liability would not have attached in the absence of such agreement;
  - (g) the transmission of any communicable disease or virus by the Insured or the Insured's Family;
  - (h) (i) pollution or contamination;
    - (ii) the emission discharge dispersal disposal seepage release or escape of any liquid solid or gas unless such occurrence is sudden unexpected and unintended:
    - (iii) the generation of any odor noise vibration light electricity radiation change in temperature or any other sensory phenomenon.
  - (i) any actual or alleged liability whatsoever for any claims in respect of loss or losses from or in consequence of asbestos in whatever form or quantity;
  - (j) any illegal structure construction or outbuilding no matter belonging to the Insured or the Insured's Family or not;
  - (k) any contracted works for interior decoration renovation maintenance or repairs at the Insured Premises;
  - (I) the non-compliance to Dogs and Cats Ordinance (Chapter 167) Animals and Plants (Protection of Endangered Species) Ordinance (Chapter 187) and Rabies Ordinance (Chapter 421) as owner of Domestic Pet.

#### **EXCEPTIONS TO SECTION X - HOME APPLIANCE WARRANTY SERVICE**

The Warranty Service will exclude the following Items:

- 1. The Covered Appliance
  - (a) is not imported to Hong Kong from its respective Hong Kong Authorized Dealer:
  - (b) is powered by Liquefied Petrolium Gas (LPG) or Coal Gas (Towngas);
  - (c) is damaged by accident;
  - (d) has been repaired, dissembled by any 3rd parties other than its original manufacturer's repairer(s) or repaired outside Hong Kong;
  - (e) is sold as demonstration or display Item;
  - (f) has been used or installed in any place not previously declared as Insured Premises (unless the Insured can provide residential address proof that the Insured has previously resided in that place);
  - (g) is not solely for personal use but also for commercial use;
  - (h) is designed for professionals and/ or for professional use even if these Covered Appliance(s) are set and used at Insured Premises;
  - (i) is designed to operate without any connection to the main supply;
  - (j) not belongs to the Insured;
  - (k) is used in the Insured Premises that has been entrusted, rented or borrowed.
- Accessories or peripherals such as cables, dishwasher baskets, oven accessories, remote controls.
- 3. Consumables and parts subject to wear & tear (gradual deterioration associated with the age and use of the Covered Appliance) as described in

- the manufacturer's maintenance booklet, such as but not limited to bulbs, lamps, flters, fuses, door seals, belts, drain pipes, hoses.
- 4. Glass parts or components of thermal insulation of the Covered Appliance.
- All repair and replacement associated with damage to the display panel of TV set.
- 6. Any damage due to the alteration or recall action initiated by or being of the responsibility of the manufacturer.
- 7. Any modification to the Covered Appliance or use which is not in accordance with the manufacturer's instructions or use of any accessory which has not been approved by the manufacturer.
- 8. Application of incorrect or abnormal electrical and/ or water supply to the Covered Appliance.
- Foreign bodies (unwanted matter that has entered the Covered Appliance), neglect, willful abuse or misuse of the Covered Appliance and/ or any damage caused by the Covered Appliance being used after any fault became apparent.
- 10. Any services rendered without the Insured's or the authorized representative of the Insured's presence.
- 11. Any costs related to scaffolding

#### **GENERAL EXCEPTIONS**

#### (Not applicable to Section X - HOME APPLIANCE WARRANTY SERVICE)

- 1. The Company shall not be liable under this Policy in respect of:
  - (a) any accident loss damage expense liability or bodily injury of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - (i) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
    - (ii) riot or martial law or state of siege or any of the events or causes which determines the proclamation or maintenance of martial law or state of siege; or
    - (iii) any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence; or
    - (iv) any act of terrorism.

For the purpose of this Exception 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 Exception also excludes accident loss damage expense liability or bodily injury 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 (i) and/ or (ii) and/ or (iii) and/ or (iv) above. If the Company alleges that by reason of this Exception any accident loss damage expense liability or bodily injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

- (b) any accident loss damage expense liability or bodily injury directly or indirectly arising out of:
  - (i) biological or chemical contamination;
  - (ii) missiles bombs grenades explosives due to any act of terrorism.
    - For the purpose of this Exception 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 ethnic purposes or reasons including the intention to influence any government and/ or to 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

If the Company alleges that by reason of this Exception any accident loss damage expense liability or bodily injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured

(c) 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 or the Building insured by order of the government de jure or de facto

- or any public municipal or local authority of the country or area in which the Insured Premises is situated.
- (d) any accident loss damage expense liability or bodily injury directly or indirectly caused by or arising from or in consequence or contributed to:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission;
  - (ii) nuclear weapons material.
- (e) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2. The Company shall not be liable in respect of:
  - (a) the first HK\$250 in respect of each and every loss (other than water damage);
  - (b) the first 10% of the adjusted loss or HK\$250 whichever is greater in respect of each and every loss caused by water damage;
  - (c) the first HK\$3,000 in respect of each and every loss other than caused by fire or explosion under Section IX BUILDING STRUTURE;
  - (d) the first 10% of the adjusted loss or HK\$1,000 whichever is greater in respect of each and every loss to wall paint wallpaper and the like under Section I HOUSEHOLD CONTENTS notwithstanding what is stated in Exception 2(a) and 2(b);

The above excess shall not be applicable to Section V – THIRD PARTY LEGAL LIABILITY and its Extensions and Section VI – FAMILY PERSONAL ACCIDENT and its extension.

 In respect of any loss of or damage to the Property (Applicable to SECTION I, II, III, IV, VII, VIII and IX) directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary within this Policy, this insurance excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this insurance, this insurance will cover physical damage to property insured, or any business interruption, contingent business interruption or any other consequential losses, if so provided, directly resulting therefrom where such physical damage is directly caused by or arising from the perils which are specified as covered in the Policy.

4. In respect of personal accident and/ or the consequential loss cost claim or expenses (Applicable to SECTION VI)/ any third party liability or any associated costs and expense (Applicable to SECTION V and VII) as so provided in the Policy directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- any declaration, categorisation, characterisation, reference to or in any other way communication as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

All other terms, conditions and exclusions of the Policy remain unchanged. The above exclusions shall not be applicable to any coverage so provided, if any, to meet mandatory insurance requirements under Employees' Compensation Ordinance, and The Building Management (Third Party Risks Insurance) Regulation, nor any service by Europ Assistance Hong Kong Limited when such service is shown in the Schedule.

- 5. Property Cyber and Data Exclusion Clause
  - (a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
    - (i) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of point 2 below of this clause;
    - (ii) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence hereto.

(b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano,

- tsunami, flood, freeze or weight of snow
- (c) In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (d) This clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Data, replaces that wording.
- 6. Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that the Company shall not be deemed to provide cover and the Company 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 expose the Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

#### **DEFINITIONS**

#### "Bank Account"

Shall mean an account of the Insured and/ or the Insured's Family with bank for personal use, against which the account holder can deposit and withdraw Personal Money or deposit and draw cheques.

#### "Building

Shall mean the building of the Insured Premises and its garages outbuildings and walls landlord's fixtures fitting and interior decorations but excluding foundations drains illegal structure construction or outbuilding.

#### "Communicable Disease"

Shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

### "Computer System"

Shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or micro-controller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

#### "Credit Card"

Shall mean credit card(s) issued to the Insured or the Insured's Family by bank, provided the card holder is the name of the Insured or the Insured's Family.

#### "Data"

Shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

#### "Domestic Helper"

Shall mean the person employed by the Insured on a full-time basis for domestic purpose at the Insured Premises or as a gardener or person employed by the Insured on a full-time basis at the Insured Premises for domestic purpose under an employment contract governed by Immigration Ordinance (Chapter 115).

### "Domestic Helper's Property"

Shall mean the personal belongings of the Domestic Helper excluding:

- (a) Valuables
- deeds bonds bills of exchange promissory notes securities for money Personal Money stamps collection manuscripts computer records;
- (c) properties contained in or on verandahs balconies patios terraces forecourts and in the open generally.

### "Domestic Pet"

8

Shall mean pet normally domesticated at home by the Insured but exclude fighting dogs listed in Schedule 1 under Dangerous Dogs Regulation of Dogs and Cats Ordinance (Chapter 167) or pet listed under Animals and Plants (Protection of Endangered Species) Ordinance (Chapter 187) which formal license issued by Agriculture Fisheries and Conservation Department of Hong Kong is required.

#### "Licensed Bank"

Shall mean a licensed bank under the Banking Ordinance (Cap 155) of the laws of Hong Kong who is incorporated in Hong Kong.

#### "Fraudulent Website"

Shall mean the website of which is fraudulent in nature has been declared by relevant authorities of Hong Kong.

### "Hong Kong"

Shall mean the Hong Kong Special Administrative Region of the People's Republic of China

#### "Household Contents"

Shall mean furniture (whether fixed onto the wall) household goods appliances and personal effects belonging to the Insured and the Insured's Family wall paint wallpaper and the like fixtures fittings and interior decoration installed or carried out by the Insured and the Insured's Family or for which the Insured or the Insured's Family is legally responsible as a tenant excluding:

- (a) deeds bonds bills of exchange promissory notes securities for money Personal Money stamps collection manuscripts computer records;
- (b) livestock pets plant landscape and the like;
- (c) any part of the structure or ceilings of the Buildings;
- external television and radio antennae aerials aerial fitting masts and towers water pipes drainage and wirings;
- (e) properties contained in or on verandahs balconies patios terraces forecourts backyards and in the open generally (except provided in the Extension of Section I HOUSEHOLD CONTENTS: Home Contents in the Open).

For this purpose fixtures fitting and interior decorations include but not limited to flooring false ceiling doors gates and windows.

#### "Insured"

Shall mean the person named as the Insured in the Schedule.

#### "Insured's Family"

Shall mean the Insured's parents siblings spouse children relatives and cohabitants (as declared and specified in the Schedule) who normally and permanently residing with the Insured at the Insured Premises.

### "Insured Premises"

Shall mean the private dwelling solely occupied by the Insured and the Insured's Family at the location specified in the Schedule unless specifically declared and accepted by the Company for the Protection of Section IX – BUILDING STRUCTURE only and is all built of brick stone and concrete and is roofed with concrete and is in good state of repair.

#### "Item"

Shall mean an article or a pair or set of articles.

#### "Loss of Sight"

Shall mean the complete and irrecoverable and irremediable loss of the sight of an eye.

### "Loss of Limb(s)"

Shall mean loss by physical severance or total and permanent loss of use of  $\alpha$  hand at or above the wrist or of a foot at or above the ankle.

# "Loss of or Damage to Household Contents/ Personal Effects/ Destruction of Buildina"

Shall mean property damage covered under this 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 this Policy:

- (a) 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 Definition Loss of or Damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) 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.

#### "Personal Money"

Shall mean current coin bank or currency notes cheques travellers' cheques bankers' drafts postal and money orders savings stamps and certificates premium bonds postage stamps (not forming part of a collection) gift tokens travel tickets and petrol coupons held for social and domestic purposes.

#### "Personal Document(s)"

Shall mean Hong Kong Identity Card, Home Return Permit (also known as Mainland Travel Permit for Hong Kong and Macao residents) passport, driving license and Credit Card.

#### "Personal Identity Theft"

Shall means the unauthorized and/ or illegal use of personal information of the Insured or the Insured's Family such as name or Hong Kong Identity Card number to issue Credit Card(s) and/ or open Bank Account(s) online that the Insured and/ or the Insured's Family did not authorize.

#### "Period of Insurance"

Shall mean the period of insurance as stated in the Schedule.

#### "Personal Effects"

Shall mean property of personal use normally worn or used and in either case carried about by Insured or Insured's Family and is owned by himself or herself in everyday life but excluding Personal Money and Credit Card.

#### "Registered Medical Practitioner"

Shall mean a medical practitioner (other than the Insured or the immediate family member business partner employer or employee and insurance intermediaries of the Insured unless prior approval from the Company has been obtained in writing) registered or otherwise licensed as such under the laws of the territory in which treatment is received to render medical and surgical services who has qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance of Hong Kong.

#### "Schedule"

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

#### "Time Element Loss"

Shall mean business interruption, contingent business interruption or any other consequential losses.

#### "Total Permanent Disablement"

Shall mean absolute total disablement for continuous twelve calendar months and at the end of that time being beyond hope of improvement. The relevant disablement must be certified by a Registered Medical Practitioner supported by medical reports and full diagnosis.

#### "Valuables"

Shall mean items such as platinum gold silver and other precious metal articles ivory jewelry watches furs work of art antiques paintings collection of coins and medals and photographic equipment.

### **CONDITIONS**

#### Interpretation

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

### 2. Alterations

The Insured shall give immediate written notice to the Company for any alteration of more than 60 consecutive days or for any fact which materially affects the risks covered by this Policy.

### 3. Waiting Period

The Policy is subject to a waiting period of 3 days from the effective date of this Policy at the original inception for damage or loss arising from Tropical Cyclone Warning Signal No.8 or above hoisted by the Hong Kong Observatory.

### 4. Basis of Settlement

- (a) Claims under Section I HOUSEHOLD CONTETNS (including Extensions of Section I – HOUSEHOLD CONTENTS) Section II - PERSONAL EFFECTS WORLDWIDE COVER and Section VIII - PERSONAL EFFECTS EXTRA will be settled without deduction for wear tear and depreciation except claims for clothing and household linen provided that costs are incurred only for replacement or reinstatement in a condition similar to but not better than new.
- (b) Claim under Section IX BUILDING STRUCTURE will be settled without deduction for wear and tear provided that:
  - (i) the Building has been maintained in good repair;

- (ii) all necessary repairs or replacements are carried out without undue delay;
- (iii) the Sum Insured on Building at the time of loss represents not less than the cost of reconstructing the Building in the same form style and condition as new

Otherwise the basis of settlement will be on an indemnity basis.

#### 5. Pair and Set Clause

Where any insured Item consists of articles in a pair or set this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

#### 6. Average

For Section VIII – PERSONAL EFFECTS EXTRA and Section IX – BUILDING STRUCTURE if in the event of Loss or Damage the Sum Insured shall be less than the full value of the Personal Effects specified or the cost of reconstructing the Building the Insured shall be considered as being his/ her own insurer for the difference and shall bear a ratable share of the loss. The Sum Insured by each and every Items of Section VIII - PERSONAL EFFECTS EXTRA and IX – BUILDING STRUCTURE are declared to be separately subject to this condition. The total amount recoverable in respect of loss or damage shall not exceed the Sum Insured of each and every Items of Section VIII - PERSONAL EFFECTS EXTRA and IX – BUILDING STRUCTURE.

#### 7. Precautions

The Insured shall take all ordinary reasonable precautions to prevent accidents and losses and to comply with all statutory obligations and regulations imposed by any authority. The Insured shall also strictly observe the deed of mutual covenant or any statutory requirements in raising a Domestic Pet.

#### Frauc

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim be payable.

#### 9. Claims

In the event of any happening which may give rise to a claim under this Policy the Insured the Insured's Family or the Insured's Representatives

- (a) shall give immediate notice thereof in writing to the Company within 31 days of occurrence and shall at his/ her own expense furnish to the Company all such certificates reports information and evidence in such form and of such nature as the Company may reasonably require for the purpose of ascertaining its liability within 60 days of such requests from the Company;
- (b) in case of a claim under Section I HOUSEHOLD CONTENTS (including extensions of Section I HOUSEHOLD CONTENTS), Section II PERSONAL EFFECTS WORLDWIDE COVER, Section III LOSS OF PERSONAL MONEY, UNAUTHORIZED USE OF CREDIT CARD AND ONLINE PROTECTION, Section IV LOSS OF PERSONAL DOCUMENT and Section VIII PERSONAL EFFECTS EXTRA shall make notification of claim to the Company or the Company shall not be liable if discovery of loss and notification of claim is not made within 31 days of the occurrence. All practicable steps shall be taken by the Insured to discover and punish the guilty person or persons and to trace and recover the property lost. The Insured shall notify the Police within 24 hours of discovery of any loss;
- (c) in case of a claim of Fraudulent Website under Section III LOSS OF PERSONAL MONEY, UNAUTHROIZED USE OF CREDIT CARD AND ONLINE PROTECTION shall furnish the Company:
  - a written proof Fraudulent Website issued by the relevant Licensed Bank in Hong Kong and/ or the relevant authority of Hong Kong;
  - (ii) a written proof of notification of the Insured and/ or Insured's Family to the relevant Licensed Bank in Hong Kong and/ or the relevant authority of Hong Kong within 24 hours of discovery.
  - (iii) evidence of any financial loss suffered from the transaction made by the Insured and/ or the Insured's Family at the Fraudulent Website.
- (d) in case of a claim of Online Shopping under Section III LOSS OF PERSONAL MONEY, UNAUTHROIZED USE OF CREDIT CARD AND ONLINE PROTECTION shall furnish the Company:
  - (i) a copy of purchase receipt showing payment of the goods which was made entirely with the Credit Card or Bank Account; and
  - (ii) a written proof of goods purchased with a scheduled delivery date and a written proof of non-delivery issued by the seller and/ or transportation company; or
  - (iii) a written proof of notification of the Insured and/ or Insured's Family to the seller of goods purchased within 24 hours from the delivery of damaged goods and the correspondence of the

seller and/ or transportation company to the Insured and/ or the Insured's Family.

- (e) In the case of a claim of Personal Identity Theft under Section III LOSS OF PERSONAL MONEY, UNAUTHROIZED USE OF CREDIT CARD AND ONLINE PROTECTION shall:
  - (i) cooperate with the Company and help the Company enforce any legal rights the Insured and/ or the Insured's Family or the Company may have in relation to Personal Identity Theft. This may include the attendance of the Insured and/ or the Insured's Family at depositions hearings and trials and providing evidence as necessary to resolve the Personal Identity Theft;
  - (ii) provide evidence of any false charge or withdrawal from the unauthorized opened Bank Account and/ or issued Credit Card of the Insured and/ or the Insured's Family by Licensed Bank in Hong Kong to the Company;

#### (iii) furnish the Company:

- an authorization for the Company to obtain the Insured's and/ or the Insured's Family's records and other information, such as credit reports (if applicable);
- financial reports including but not limited to account statements which is necessary for investigation purpose;
- credit reports, when the Insured and/ or the Insured's Family contest the accuracy or completeness of any information contained in the credit history as a result of Personal Identity Theft:
- original receipts of the expenses incurred to resolve Personal Identity Theft;
- copies of any demands notices receipts summonses complaints or legal papers in connection with a covered loss; and
- 6. all other relevant documents the Company may request;
- (f) if a claim may arise under Section V THIRD PARTY LEGAL LIABILITY shall notify or forward to the Company every letter claim writ summons or process immediately on receipt and shall not make any admission of liability offer promise payment or indemnity without the written consent of the Company;
- (g) in the case of a claim under Section VI FAMILY PERSONAL ACCIDENT shall from time to time when required by the Company submit himself/ herself to be examined by a Registered Medical Practitioner appointed by the Company. In the case of death where any reasonable doubt exists as to the cause thereof a Registered Medical Practitioner appointed by the Company shall be allowed to make a postmortem examination of the body of the Insured and/ or the Insured's Family at the Company's expenses;
- (h) directly following an occurrence which may result in a claim under Section VI FAMILY PERSONAL ACCIDENT must be attended by and act in accordance with the advice of a Registered Medical Practitioner.

### 10. Subrogation/ Discharge of Liability

The Company shall be entitled:

- (a) to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Insured shall give all such information and assistance as the Company may require;
- (b) to pay at any time to the Insured in respect of any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Limits of Liability applicable to Section V FAMILY PERSONAL ACCIDENT and Extension of Section IX BUILDING STRUCTURE (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such 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 Section V THIRD PARTY LEGAL LIABILITY and Extension of Section IX BUILDNG STRUCTURE in connection with such claim or claims.

#### 11. Non-transfer of Insured's Rights

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 Policy to be continued. The extension of the Company's liability in respect of the property or liability of any person other than 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. In the event of the death of the Insured the Company will in respect of any liability incurred by the Insured under Section V - THIRD PARTY LEGAL LIABILITY (and by the Insured's legal personal

representatives in the terms of and subject to the limitations of the Sections concerned provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of the Policy so far as they can apply.

#### 12. Premium

If the Payment Method selected is by credit card premium of this Policy shall be paid from the Insured's nominated account in accordance with the Collection Date as stated in the Schedule. The Company reserves the right to change the Collection Date without prior notice. If the Payment Method is yearly by credit card the Insured may request to change the nominated account from which premium has been collected by completing and returning a new Payment Details Amendment Form to the Company before the Policy expiry date. Provided that the setup of the new nominated account is confirmed the Company will start the premium collection from the account on the Collection Date of the upcoming year. For any termination of or adjustment in this Policy the Company will retain the minimum premium which is HK\$400 for each Policy and return the balance of any to the Insured.

#### 13. Renewal

If the Payment Method selected is by credit card the Policy will be renewed automatically on a yearly basis upon the successful premium collection for its renewal and subject to the normal underwriting requirements of the Company unless written notice of cancellation has been received by the Company before the corresponding Collection Date. If the Payment Method is yearly by credit card premium for the renewal of the coming year will be collected on the Collection Date of renewal from the Insured's nominated account automatically.

#### 14. Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong Court.

#### 15. Cancellation

The Company may cancel this Policy by sending seven (7) days' notice by registered letter to the Insured at his last known address and in such event the Insured shall be entitled to the return of a proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance. The Insured may cancel this Policy by giving the Company seven (7) days' notice in writing. In such case the Company will retain the customary short period rate for the time the Policy has been in force and refund the balance to the Insured provided that no claim has been made during the current Period of Insurance.

For optional Home Appliance Warranty Service, no refund of premium is allowed under any circumstances.

### 16. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

#### 17. Other Insurances

If at the time of the happening of any occurrence covered by this Policy (except for the death and Total Permanent Disablement benefit of Section VI – FAMILY PERSONAL ACCIDENT) there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence. For Section V - THIRD PARTY LEGAL LIABILITY and its extensions the indemnity provided under this Policy shall not to be called upon in contribution and is only to pay for any loss heron if and so far not recoverable under any other insurance.

### 18. Third Party Right

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

## 19. Prevailing Provision

The terms and conditions of this Policy are set out in both English and Chinese. In the event that conflicts or inconsistencies arise between the English and Chinese version, the English version shall prevail.

受保人已就申請本文所述的保險,填報申請書及作出聲明,此等會構成本合約基礎及被視為本合約的一部分,受保人亦已支付或同意支付保費,作為受保的任價。

在這前提下,保誠財險有限公司(以下簡稱「本公司」)將依據本文所載或 本文所附加的條款、條件及不保事項的限制,就保險期內發生下文所述的任 何或所有緊急情況,向受保人賠償或支付賠償金額,惟受保人須要遵守及履 行本文所載或所附加的所有條款、條件及不保事項,將成為本公司承擔本保 單任何責任的先決條件。

#### 項目一 - 家居財物保障

對承保表列明受保住所內家居財物的意外有形損失或損毀情況,本公司可以 選擇透過支付、維修、恢復原狀或更換形式向受保人及受保人家人作出賠 償,惟本公司根據本項目就以下各物品的賠償責任不會超過:

	小康之家	卓爾之家
(a) 傢俬、家居用品或電器	每件為港幣 \$75,000	每件為港幣 \$150,000
(b) 貴重財物	每件為港幣 \$10,000 每年合共為 港幣 \$250,000	每件為港幣 \$20,000 每年合共為 港幣 \$300,000
(c) 受保人、受保人家人及 家庭傭工的個人財物	每件為港幣 \$75,000	每件為港幣 \$150,000

本公司根據本項目包括其所有額外保障就所有損失或損毀所承擔的最高賠償責任不會超過承保表內本項目所列明的最高賠償額。

#### 額外保障

#### 就發展商 / 前業主添置的室內裝修

如受保人為受保住所的業主,本公司對承保表列明受保住所內由發展商或前業主裝置的室內裝修及固定裝置及裝配包括但不限於油漆、牆紙、假天花、地板、門及窗的意外有形損失或損毀情況,可以選擇透過支付、維修、恢復原狀或更換形式向受保人作出賠償,惟本公司就本額外保障的賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$100,000	每年合共為港幣 \$300,000

### 臨時住所和金

倘若受保住所因本保單受保範圍內的損失或損毀而不宜居住,本公司將賠償 受保人在受保住所修復期間,遷往臨時住所而實際支付的合理額外開支,惟 本公司就此項額外保障的最高賠償責任不會超過:

小康之家	卓爾之家
每日港幣 \$1,500	每日港幣 \$3,000
每年合共為港幣 \$45,000	每年合共為港幣 \$90,000

#### 室內裝修或翻新工程

在外間承辦商於受保住所內進行室內裝修、翻新、保養或維修期間,本公司 將支付承保表列明的受保住所內家居財物的意外有形損失或損毀,惟有關承 辦工程的總工程費用上限為港幣 \$300,000,而合共施工期於保險期內少於 連續 60 日。

#### 冷藏食品

倘若受保住所中的雪櫃,因意外機件故障,而該雪櫃的機齡在有關意外發生時不足5年,或因意外停電,而有關意外並非由於電力公司或其員工蓄意截斷電力所致,因而導致雪櫃中的冷藏食品或飲品變壞,本公司將支付更換該冷藏食品及飲品的合理費用。本公司就此項額外保障的最高賠償責任不會超過每年港幣 \$5,000。

### 易碎擺設

於受保住所的鏡、玻璃、陶瓷器、瓷器、土器、及水晶擺設,若因火災、爆炸、 爆竊或盜竊而凹陷、碎裂、刮花或打碎,本公司將向受保人及受保人家人作 出賠償。本公司就此項額外保障的最高賠償責任為每件物品港幣 \$5,000, 每年上限為港幣 \$10,000。

#### 短暫寄存

對因進行專業清洗、修理或翻新,而需短暫搬離受保住所但仍在香港境內其它地方的家居物品或貴重物品,惟不包括因銷售展覽或寄存的情況,本公司將就其意外有形損失或損毀作出賠償。就此項額外保障而言,本公司不會為搬離受保住所連續30日以上或在個別人士身上運送途中的家居物品或貴重物品支付賠償。本公司就此項額外保障的每年最高賠償責任不會超過港幣\$50,000。

#### 更換門鎖及門匙

對於受保住所因遭爆竊或企圖爆竊而引致門鎖的損失或損毀,本公司將支付 更換相類似但並非較佳的門鎖及/或門匙的合理費用,本公司就此項額外保 障的每年最高賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$2,500	每年合共為港幣 \$5,000

#### 清理瓦礫

倘若有關家居財物因意外而導致損毀並於項目——「家居財物保障」及就發展商/前業主添置的室內裝修額外保障(不包括本項目的其他額外保障)受保及合乎賠償資格,本公司將就有關家居財物因意外損毀後需清理及搬走瓦礫的費用作出賠償。本公司就此項額外保障的每年最高賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$10,000	每年合共為港幣 \$20,000

### 戶外家居用品

倘若擺放於屬受保住所的走廊、陽台、平台、露台、前園、後園或屋頂由受保人單獨佔有而一般在戶外的傢俬、家居用品或電器因火災、爆炸、飛機或其他由空中墮下的裝置或物品、惡意行為、天災(如地震、風暴、水浸)、盛水器設備或水管漏水或受道路車輛影響,本公司將就其意外的有形損失及損毀情況作出賠償。本公司就此項額外保障的最高賠償責任不會超過:

小康之家	卓爾之家
每件為港幣 \$2,000	每件為港幣 \$4,000
每年合共為港幣 \$20,000	每年合共為港幣 \$40,000

#### 搬遷期間保障

倘若受保人的家居財物由獨立及專業的搬運公司由受保住所搬遷至受保人位 於香港新恒常居所時損毀,本公司將就其意外的有形損失或損毀作出賠償。 鏡、玻璃、陶瓷器、瓷器、土器、及水晶擺設意外碎裂並不保障在內,除非 它們已適當地包裝以避免搬遷途中打碎。本公司就此項額外保障的最高保障 額並不會超越本項目的最高保障限額。

### 酒類

本公司將支付在受保住所內因意外導致載酒酒瓶破碎的損失,惟該酒瓶在損 毀時其瓶塞或瓶蓋必須仍然存於瓶頸中及未曾開封。本公司就此項額外保障 的最高賠償責任不會超過:

小康之家	卓爾之家
每樽為港幣 \$1,000	每樽為港幣 \$2,000
每年合共為港幣 \$2,500	每年合共為港幣 \$5,000

### 二十四小時綜合家居支援服務

本公司已安排國際救援(香港)有限公司(「EAHK」),為受保人及受保人家人於香港就下列各項綜合家居支援服務提供協助:

- (a) 開鎖支援
- (b) 水管維修支援
- (c) 電器支援
- (d) 上門診症 / 牙醫轉介支援
- (e) 褓母/看護支援
- (f) 滅蟲/家居清潔轉介支援

受保人可透過致電二十四小時綜合家居支援熱線,電話 (852) 2862 0112,引用 EAHK 會員號碼 397103 以獲取上述服務。

使用上述 EAHK 服務的所需費用,將由受保人支付。使用上述由 EAHK 安排的服務與否乃出於受保人的本身意願。本公司對任何因使用有關服務及其可獲性與否概不負上任何責任。







PRUChoice Home Insurance 24 Hours Home Assistance Services

保舗精弾「家民容」 二十四小時綜合家居支援服務

To access the service, just quote 如欲使用有關服務閣下只需引述:

EAHK Membership Number 會員編號: 397103

EAHK Hotline Service 國際救援熱線服務: (852) 2862 0112

# 24 Hours Service available during the insurance period 保障期間提供下列24小時服務

### Home Assistance Service include:

- (Hong Kong Only)
   Arrange registered electrician or plumber to repair defective appliances
   Arrange locksmith to gain access to your
- residence

- residence
  Arrange house call by a registered doctor and dental referral
  Arrange baby sitter or qualified nurse to take care of your family member
  Arrange pest control company or cleaning company

#### 綜合家居支援服務包括: (只嫡用於香港)

- ◆安排註冊電器技師或水喉匠作家居維修
- 安排鎖匠服務
- 安排正式註冊醫生上門診症及 牙醫介紹
- 安排褓母或合資格護士照顧您
- 安排減蟲公司或清潔公司

#### 續保優惠

無論受保人是否有索償記錄,本公司將會於每年續保時,給予忠誠獎賞, 因而「家居財物保障」一項,最高賠償額將增加港幣 \$50,000,累積以港幣 \$200.000 為限。此獎賞並不會影響本項目其他賠償額。所得獎賞只附於本 保單,而不適用於或不可轉移到受保人其他任何保單。本保單一旦失效,獎 **賞亦須重新計算。** 

#### 項目二 - 全球個人財物保障

受保人及受保人家人在承保表列明的受保住所外,不論於香港或前往世界各 地及旅途中,因個人財物的意外有形損失或損毀,本公司可以選擇透過支 付、維修、恢復原狀或更換形式向受保人作出賠償,惟本公司就本項目的賠 償責任不會超過:

小康之家	卓爾之家
每件為港幣 \$10,000	每件為港幣 \$20,000
每年合共為港幣 \$20,000	每年合共為港幣 \$40,000

### 項目三 - 遺失個人現金、信用卡被盜用及網絡使用保障

### 遺失個人現金

本公司將賠償受保人,若受保人及受保人家人在香港任何地方遺失個人現金 的損失,惟本公司就此項保障的最高賠償責任不會超過每年港幣 \$2,000。

#### 信用卡被盜用

本公司將賠償受保人,若受保人及受保人家人在香港任何地方因信用卡在未 授權下被使用的損失,惟本公司就此項保障的最高賠償責任不會超過每年港 幣 \$2,000。

#### 欺詐網站

本公司將會賠償受保人,若受保人及受保人家人於香港持牌銀行的欺詐網站 進行交易而導致的實際損失,惟本公司就本額外保障的賠償責任不會超過:

小康之家	卓爾之家
每宗事故港幣 \$5,000	每宗事故港幣 \$10,000
每年合共為港幣 \$ 15,000	每年合共為港幣 \$ 30,000

### 網上購物

在扣除任何已追討或從其他所有途徑可予追討的賠償額的準則下,本公司將 會賠償受保人,若受保人及受保人家人以其銀行帳戶或信用卡於互聯網上購 物而導致以下的實際貨品損失及有關運費損失:

### (a) 未能送抵

如貨品於運送期間遺失及由預定收貨日起計 30 天後獲得運輸公司證實 有關貨品已於運送過程中遺失並無法找回,而賣方或運輸公司未能由預 定收貨日起計60天內補送貨品或退款予受保人或受保人家人;或

#### (b) 送抵貨品意外損毀

如貨品在送抵交付時因意外損毀出現功能故障,而賣方或運輸公司未在 送達之日後30日內退款予受保人或受保人家人。

惟本公司就本網上購物額外保障的賠償責任不會超過:

小康之家	卓爾之家
每宗事故港幣 \$5,000	每宗事故港幣 \$10,000
每年合共為港幣 \$ 15,000	每年合共為港幣 \$ 30,000

惟受保人或受保人家人必須附合以下條件:

- (a) 遺失或損毀貨品價值至少為每次訂購港幣 \$500, 包含當地税費但不包 括交付/運輸費用;
- (b) 貨品必須受保人或受保人家人或其代表親身簽收;
- (c) 貨品的交貨地址必須為在香港的受保住所或受保人或受保人家人的工作 場所;
- (d) 貨品必須有賣方或指定的運輸公司提供和分配的運單號;
- (e) 受保人或受保人家人必須採取所有必要的合理措施,以書面形式要求賣 方及/或運輸公司發送替換貨品或退還購物款項;
- (f) 在受保人或受保人家人收到了未交付貨品的賠款後,如原來購買的貨品 最終送達,受保人必須將收到的所有賠款退還保險公司;及
- (g) 受保人或受保人家人應配合本公司的工作,協助本公司行使關於受保人 或受保人家人所提出損失的任何合法權利。

#### 個人身份被盜用

本公司將會賠償受保人,若受保人及受保人家人為處理個人身份被盜用事件 而直接引致的下列費用。惟所有有關費用必須在受保人或受保人家人向香港 持牌銀行報告損失日起計的6個月內產生:

#### (a) 法律費用:

受保人或受保人家人直接因個人身份被盜用而導致香港持牌銀行或代表 其行事的人士針對受保人及/或受保人家人提起任何訴訟而產生的辯護 費用及/或因撤銷受保人或受保人家人的個人身份被盜用而對受保人或 受保人家人誤判的任何民事或刑事判決產生的費用。

### (b) 付款責任:

若受保人或受保人家人的個人身份被盜用而導致在沒有受保人或受保人 家人授權下以其名義簽發的信用卡及/或開立的銀行帳戶的使用,本公 司將會賠償受保人由此產生須向香港持牌銀行支付的法律責任金額。

### (c) 雜項費用:

香港持牌銀行因受保人或受保人家人的個人身份被盜用而收到錯誤資料 並拒絕受保人或受保人家人開立信用卡或銀行帳戶的申請,而受保人或 受保人家人須重新提交申請而產生的合理及需要費用;及/或

受保人或受保人家人為報告其個人身份被盜用事件或糾正因個人身份被 盗用而被更改的金融及信用記錄,而需要進行文件公證所產生的費用, 以及合理及需要產生的長途電話及認證郵件費用。

本公司就本個人身份被盜用保障的賠償責任不會超過:

小康之家	卓爾之家
每宗事故港幣 \$15,000	每宗事故港幣 \$30,000
每年合共為港幣 \$ 30,000	每年合共為港幣 \$ 60,000

惟受保人或受保人家人必須附合以下條件:

- 於發現個人身份被盜用後的 24 小時內通知所有相關的信用卡公司或香 港 持 牌 銀 行 ;
- (ii) 於發現個人身份被盜用後的 24 小時內報警;
- (iii) 採取一切合理審慎的行動以防止個人身份被盜用遭到進一步損害:及
- (iv) 與本公司合作調查、評估及處理索賠。

本公司根據本項目三的每年最高賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$64,000	每年合共為港幣 \$124,000

#### 項目四 - 遺失個人證明文件保障

若受保人及受保人家人在香港任何地方,遺失個人證明文件,本公司將賠償受保人有關補領費用。惟本公司於本項目每年賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$2,500	每年合共為港幣 \$5,000

#### 項目五 - 第三者法律責任保障

對受保人及受保人家人在作為受保住所業主或住戶,或家居寵物的主人,或以任何個人身份在香港或前往海外作短暫停留時,導致任何人士意外受傷或財產意外損失或損毀,或因家庭傭工從事家務工作時引致,而受保人作為僱主需負上法律責任所支付的賠償,因而受保人及受保人家人需負法律責任支付賠償,本公司將向受保人作出賠償,但本公司根據本項目包括其所有額外保障所作出的所有賠償責任,包括任何索償人可從受保人及受保人家人索取的法律費用及開支,及在取得本公司書面同意後支付的所有費用及開支,就由一個根源或最初的原因直接或間接引起的一宗或多宗事故而言,本公司每年最高賠償額不會超過承保表上所示的最高限額。

#### 額外保障

#### 業主法律責任保障

項目五 - 「第三者法律責任保障」伸延至保障受保人及受保人家人在作為受保住所業主時,導致任何人士意外受傷或財產意外損失或損毀,而需負上法律責任所支付的賠償,包括任何索償人可從受保人及受保人家人索取的法律費用及開支,及在取得本公司書面同意後支付的所有費用及開支,惟本公司根據項目五 - 「第三者法律責任保障」的最高賠償責任,就由一個根源或最初的原因直接或間接引起的一宗或多宗事故而言,將以項目五 - 「第三者法律責任保障」的最高賠償責任為限。

#### 鄰居單位水濕保障

項目五 - 「第三者法律責任保障」伸延至賠償由受保住所引致第三者財產意外水濕損毀(不論過失)而產生的合理維修費用,賠償在無論受保人過失的情況下進行。任何根據此額外保障項目支付的款項,將代表受保人就其引致第三者財產水濕損毀事故的完全及最終協議;此協議一經行使,本公司將完全免除所有責任。惟本公司就此額外保障的最高賠償責任不會超過:

小康之家	卓爾之家
每年合共為港幣 \$5,000	每年合共為港幣 \$8,000

### 項目六 - 家居意外保障

倘若受保人或受保人家人因受保住所發生火災、持械行劫或盜竊事件,導致身體損傷,而有關損傷是在有關事件發生後12個曆月內因意外或暴力直接而單獨導致,本公司將視乎需要向受保人或其合法個人代表支付下述賠償:

(a) 死亡或完全永久傷殘 每人港幣 \$100,000 (b) 喪失雙肢 每人港幣 \$100,000 (c) 喪失雙目視力 每人港幣 \$100,000 (d) 喪失單肢及喪失單目視力 每人港幣 \$100,000 (e) 喪失單肢或喪失單目視力 每人港幣 \$50,000

### 額外保障

### 火災 / 行劫 / 盗竊的受傷津貼

倘若受保人或受保人家人在受保住所內因火災、持械行劫或盜竊而導致身體損傷,且獲註冊醫生同意給予不少於連續3日的病假時,本公司將就有關身體損傷支付醫療費用,每年最高賠償額為港幣\$5,000。

惟本公司根據本項目六的每年最高賠償責任為港幣 \$200,000。

#### 項目七 - 新居過渡期保障

由受保人首日佔用新居並作為受保人新的恒常住所起計,本公司將會伸延項目一。「家居財物保障」及項目五。「第三者法律責任保障」至保障受保人搬遷後的新居,為期兩星期。此保障會由有關搬遷消息以書面形式預先通知本公司,並由本公司以批單形式確認伸延保障此項目後開始。本公司於此項目每年最高賠償責任不得超越項目一。「家居財物保障」及項目五。「第三者法律責任保障」的各項保障額及每年保障額。

此保單對承保表列明的受保住所的保障將會繼續直至本公司收到由受保人書 面通知以新的 常住所作為新受保住所為止。

#### 項目八 - 額外個人財物保障

(本項目只適用於承保表上表明本保障已被選擇)

就受保人及受保人家人在承保表本項目下所列明的個人財物,不論於香港或前往世界各地及旅途中意外有形損失或損毀,本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人作出賠償,惟本公司根據本項目的責任,不會超過承保表所示的投保額。惟受保人將不得或未曾根據項目一 - 「家居財物保障」及項目二 - 「全球個人財物保障」就相同的損失或損毀提出任何索償。

#### 項目九 - 樓宇結構保障

(本項目只適用於承保表上表明本保障已被選擇)

對承保表列明樓宇的意外不特別指明為不受保的風險所造成的有形損失或損毀,本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人賠償:

- (a) 重建及修葺樓宇以致其形態、大小、格調及狀況與全新時一樣的所需合理費用;
- (b) 在取得本公司的書面同意後,清除瓦礫、拆除及/或拆卸、支持或支撐樓宇已遭破壞或已損毀部分的所需費用及開支,但本公司就有關費用及開支的最高賠償責任僅限於樓宇投保額的10%;
- (c)於損失或損毀後修復樓宇所需的建築師、測量師或顧問費用,但為預備索償的費用則不計算在內。本公司就有關費用的最高賠償責任,僅限於樓宇投保額的10%;
- (d) 修復在同一地點之樓宇已遭破壞或已損毀部分的同時,為符合任何法定樓宇規則而額外增加的費用,惟受保人不得於損失或損毀前已收到根據相關法規所發出的通知;另外,本公司就有關額外費用的最高賠償責任,僅限於樓宇投保額的10%。

惟將會或已根據項目一 - 「家居財物保障」提出索償的物件,損失或損毀,本公司一概不予負責。本公司根據本項目就所有損失或損毀承擔的最高賠償責任,不會超逾承保表內本項目所列明的投保額。

倘若本項目為獨立保障,並沒有與項目一至項目七同時投保,本公司會保障於項目五 - 「第三者法律責任保障」下的伸延保障業主法律責任保障並於承保表列明的保障金額(惟不包括整部份的項目五 - 「第三者法律責任保障」)。

### 項目十 - 家庭電器保養服務保障

(本項目只適用於承保表上表明本保障已被選擇)

家庭電器保養服務保障(保養服務)服務由國際救援(香港)有限公司(EAHK)提供。為免混淆,本公司並非 EAHK 的代理人,並就 EAHK的服務之可獲性,沒作任何陳述、保證或承諾。EAHK 提供該等服務與否乃EAHK 的絕對決定權力,本公司就此將不接受任何責任。同時,本公司亦將無須就 EAHK 的行為或失當或服務負上任何責任。EAHK 服務的提供及/或受保人對其服務之接受將構成 EAHK 與受保人所訂立的合約,與此保險計劃,乃獨立而互不關連。本公司會保留絕對全權酌情決定替換任何服務供應商、不時檢討、調整或更改上述服務之詳情,條款及細則,及隨時終止及/或暫停此服務的權利,而不需給予事先通知。

### 項目十 - 「家庭電器保養服務保障」的定義

### 「授權家庭電器品牌經銷商」

指擁有與原廠的合約出售原廠家庭電器的經銷商,及/或售賣備有原廠製造商提供標準保養期的家庭電器之零售商。

#### 「授權維修商|

指由 EAHK 授權的香港維修人員 / 維修廠商。

### 「受保電器」

指受保人經由香港授權家庭電器品牌經銷商購買的電器並只限於電視、雪櫃、洗衣機、乾衣機、冷氣機、藍光/DVD播放機及微波爐(電視遊戲機除外),或由地產發展商所提供給第一手住宅的全新以上所述的家庭電器及由入夥紙日期起計不超過5周歲,附有最少一年香港原廠保養(必須附帶有效的原廠保養單據正本),並於受保物業內安裝及使用。

#### 「受保期間」

指從本保養服務首次生效日並完成等候期起計,為期十一個月作為保障期。 當續保時,保養服務會由續保生效日開始為期十二個月作為保障期。

#### [EAHK]

指國際救援(香港)有限公司。

#### 「受保住所」

指列於承保表上,受保人申報之香港永久居住住宅地址。

#### 「受保人 |

指列於承保表上之受保人與一般及永久地與受保人共同居住的受保人父母、 兄弟姊妹、配偶、子女、親屬、及同居者(需於承保表內聲明及列明)。

#### 「實際購買價綫|

電器的實際購買價錢為最終付款價錢或扣除折扣後價錢(如適用),並清楚 地列明/顯示在家庭電器的購買證明上。

如家庭電器屬於購買一手住宅物業時由所屬物業發展商提供之家庭電器,實際購買價錢將由 EAHK 按照市面上同類型產品之售價作參考及釐定,而EAHK 對該等電器的實際購買價錢之釐定有絕對決定權利。

### 「購買證明」

指經香港授權家庭電器品牌經銷商購買的電器的收據 / 發票正本,並清楚地列明 / 顯示以下內容:

- i) 購買日期;
- ii) 實際購買價錢;
- iii) 保單持有人的姓氏或受保物業的地址;
- iv) 香港授權家庭電器品牌經銷商的名稱。

如電器屬於購買一手住宅物業時由所屬物業發展商提供之電器,受保人必須 出示:

- 向物業發展商購買受保住所之正式買賣合約;或
- 物業發展商之售樓説明書,而該檔內需清楚列明有關電器的資料以作購買證明。

#### 「公司」

指保誠財險有限公司。

#### 「等候期」

指由本保養服務原起保生效日起計的首三十日。

#### 「保養服務|

指家庭電器保養服務保障。

### 保養服務詳情

保養服務保障購買價錢需介乎港幣 \$3,000 至 \$30,000 (包括首尾價格),及實際購買日開始計算不超過其 5 周歲的受保電器於受保期間內的機件故障,如受保電器遇上機件故障,受保人需致電 EAHK 之 24 小時支援熱線 (852) 2862 0112 並提供以下資料:

- 保誠精選「家居寶」家居保險計劃保單號碼
- 受保人姓名
- 受保電器機件故障的簡單陳述

如所提供的資料是有效的,EAHK 將會提供以下的服務:

### 1. 電話診斷服務

當受保電器發機件生故障,EAHK 將根據所提供的資料於 24 小時內在電話中作出初步診斷。

### 2. 上門檢查或 / 和維修服務

如電話診斷服務未能成功解決受保電器之機件故障,倘若受保人情況許可,EAHK 將會與授權維修商受保人安排並預約 48 小時內上門檢查及維修(公眾假期及惡劣天氣情況除外)。受保人必須出示有效的購買證明作驗證。所有預約安排將會在收到受保人由郵寄、傳真或電郵的方式提供的有效購買證明後 48 小時內提供。

EAHK 會與授權維修商作出預約安排並承擔所有維修費用及所需的材料/零件和人工的合理費用。

倘若受保電器必須送返授權維修商之工場作進一步維修,EAHK 將作相關安排並承擔維修費用及相關運輸費用。

### 3. 更換全新電器服務

若授權維修商診斷故障之受保電器的未能維修或維修費用超出受保電器電器的重置價值,EAHK將於10個工作天內(公眾假期及惡劣天氣除外)向受保人提供一個性能相若的全新受保電器,但不一定是相同的型號或同一品牌(受限於市場上所供應之全新電器之型號及品牌的供應)。EAHK將負責於受保住所安裝服務的相關費用。EAHK擁有維修或更換

全新受保電器及決定全新電器型號的絕對決定權。

受保電器的折舊適用於當受保人接受由 EAHK 提供的重置的受保電器。 受保人須支付 EAHK 因機件故障的受保電器的折舊價值(如適用)。請 參閱以下電器的折舊率:

機件故障時間	折舊率
由受保電器由實際購買日/入夥紙日期起計算 第一年的第一天到最後一天	10%
由受保電器由實際購買日/入夥紙日期起計算 第二年的第一天到最後一天	20%
由受保電器由實際購買日 / 入夥紙日期起計算 第三年的第一天到最後一天	30%
由受保電器由實際購買日/入夥紙日期起計算 第四年的第一天到最後一天	40%
由受保電器由實際購買日 / 入夥紙日期起計算 第五年的第一天到最後一天	50%

#### 條件

受保人使用受保電器時必須採取一切合理的預防措施並防止意外發生,以便享有完整的保養服務。如受保人不符合以上條件,EAHK可能會拒絕提供保養服務。

#### 服務限制及責任

#### 1. 地點限制

「保養服務詳情」內的保養服務只限提供香港特別行政區內香港島、九龍及新界地方。如受保住所位於以下地區,受保人須支付額外費用以享用維修或更換全新受保電器服務

- 東涌
- 珀麗灣
- 愉景灣
- 離島
- 禁品
- 電梯不能直接到達的居住單位

EAHK 將未能保證可於香港特別行政區之限制區域或禁區內的受保住所提供服務。

#### 2. 時間限制

保養服務將適用於受保電器購買日起至第五週年或由入夥紙日期起計第 五週年。

#### 3. 授權維修商服務時間

授權維修商電話診斷服務、上門檢查 / 維修及更換服務的服務時間為: 星期一至星期六早上十時至晚上八時,公眾假期及以下惡劣天氣情況除

- 八號颱風訊號或以上風球懸掛時;
- 黑色暴雨警告信號生效時。

#### 4. 詐騙

任何關於保養服務的要求涉及欺詐或受保人或其代表受保人的任何人用任何欺詐手段以取得保障,本保養服務的所有服務將被取消。

### 5. EAHK 的責任

EAHK 提供給受保人的協力廠商服務者或專業人士(授權維修員或授權維修廠商)被視為獨立的承包商,他們需對他們自己的行為所負責而非EAHK 的僱員、代理人或受僱人。

EAHK 將以合理範圍內盡最大努力,謹慎及盡責地為受保人安排/轉介服務供應商並提供服務。EAHK 對任何第三者或專業人士就提供服務時所提供之任何意見並不付上任何責任(EAHK 之附屬機構或其合約夥伴除外。)。受保人不會對就 EAHK 所提供之轉介或與任何第三者或專業人士之聯繫有任何追索權(EAHK 之附屬機構或其合約夥伴除外)。

### 項目一 - 「家居財物保障」(包括其額外保障)及項目九 - 「樓宇結構保障」 的不保事項

- 1. 本公司將不會支付因下列各項所導致或促成的損失或損毀:
  - (a) 自然損耗、蛀蟲、害蟲、昆蟲、寵物、潮濕、生鏽、腐爛、腐蝕、 發黴、濕氣、陽光或大氣作用、以及以漸進原因所引致;
  - (b) 電力或機械故障、錯亂、負荷過多或不足,除非受保於項目—-「家 居財物保障」的額外保障「冷藏食品」;
  - (c) 因凹陷、碎裂、刮花或打碎的玻璃物件(包括鏡子)、瓷器、陶器、 土器及水晶擺設,除非受保於項目一-「家居財物保障」的額外保 障「易碎擺設」」。放於傢俬表面或固定於傢俬、固定裝置或裝配 的玻璃(包括鏡子)並不屬於本不受保事項內,或由於受保人因為 租戶身份而須負上的法律責任:

- (d) 任何清潔、修改、維修、翻新、保養或漂染過程;
- (e) 錯誤使用、或違反製造商指引下使用、內在缺陷、物料、圖樣或規格上的設計錯誤、或逐漸變壞及變型:
- (f) 任何受保人或受保人家人或家庭傭工的蓄意行為或疏忽;
- (g) 在未取得本公司的書面同意下,受保住所每年連續45日以上無人居住狀況下出現的任何損失或損毀,除非其損失或損毀是由火災、 閃電、雷電、爆炸、地震、颱風、風暴、水管爆裂及水浸所造成;
- (h) 任何形式的後果損失或損毀,除非在項目—-「家居財物保障」的額外保障「臨時住所租金」另有提供:
- (i) 任何原因不詳及不明失蹤所造成或引致的損失或損毀;
- (j) 食物或飲品變壞或被污染,除非在項目一-「家居財物保障」的額 外保障「冷藏食品」另有提供。
- 2. 本公司將不會支付損失或損毀,當該項損失或損毀為任何使用中的運動器材、隱形眼鏡、任何種類文件(包括個人證明文件如香港身份證、護照、駕駛執照、信用卡及類似物品)、個人現金、機械推動車輛(包括摩托車)、船隻(包括滑水板和風浪板)、飛機、及其中安裝的零件、配件及設備、腳踏車、傳呼機、手提電話及類似物品。
- 3. 本公司將不會支付為業務而使用或持有的財產、或應於其他保單特別受 保及資料的價值的損失或損毀。

# 項目二 - 「全球個人財物保障」、項目三 - 「遺失個人現金、及信用卡被盜用保障及網絡使用保障」、項目四 - 「遺失個人證明文件保障」及項目八 - 「額外個人財物保障」的不保事項

本公司將不會支付下列各項損失或損毀:

- 項目一-「家居財物保障」下的不保事項・惟於項目三-「遺失個人現金、信用卡被盜用保障及網絡使用保障」保障的個人現金及項目四-「遺失個人證明文件保障」保障的個人證明文件除外:
- 2. 放在無人看管車輛內的財物;
- 3. 於發現後 24 小時內並無向當地警方及/或銀行報告並列明損失。

### 項目三 - 「遺失個人現金、信用卡被盜用及網絡使用保障」的不保事項

本公司將不會支付:

- 因並無遵守信用卡發行人的條件,或受保人家人或其家庭傭工在未經授權下使用信用卡而招致的損失;
- 2. 因折舊而導致的損失、或錯誤或遺漏引致的短缺;
- 在發現信用卡在未授權下被使用後24小時內並無向信用卡發行人報告的損失。
- 4. 就「網上購物」任何由以下引致或相關的損失或損毀:
  - (a) 任何非以受保人或受保人家人名義購買的貨品;
  - (b) 任何以附屬卡購買的貨品;
  - (c) 任何貨品的未來賺取價值及收入;
  - (d) 任何非於互聯網上進行的購物及並非以受保人或受保人家人信用卡 或銀行帳戶購買的貨品;
  - (e) 受保人或受保人家人提供不正確的送貨地址;
  - (f) 任何非受保人或受保人家人或其代表親身簽收的貨品;
  - (g) 任何機動車、汽車、電單車、小型電單車、飛機、船隻、水上運輸工具,以及其上的任何裝置、零件或配件,以及其操作或維修保養所需的任何設備或零件:
  - (h) 貨品被警方、政府機關、法院或其他授權機構依法沒收或當地政府機關認定屬於非法的貨品:
  - (i) 動物、植物、易耗品或易腐品(包括但不限於食品、鮮花、飲料、 藥品、保健品);
  - (j) 現金、金銀、流通票據、股票、旅行支票或任何類型的票券(包括 但不限於體育賽事、娛樂活動的入場券或旅遊景點的門票);
  - (k) 購作商業用途的貨品,包括用於轉銷售的貨品、貿易工具或專業工具等;
  - (I) 互聯網站的訪問權或從互聯網下載的軟體或數據檔案(包括但不限 於音訊檔、照片、閱讀材料、書籍和電影等);
  - (m)透過互聯網提供的服務,包括訂購電影票、機票、預訂酒店、租車、 理財諮詢等;
  - (n) 透過私下交易或線上拍賣網站從獨立人士購買的貨品;
  - (o) 偽造或假冒產品;
  - (p) 因機械故障、電器故障、軟件或數據故障造成的損失;數據丢失;
  - (q) 購作轉售的貨品,或購買時為已使用貨品、受損貨品或二手貨品的物品或購買時已使用過或經過改造、翻新或重制的物品;
  - (r) 用於或計劃用於商業、零售及/或物業租賃或其他商業目的的貨品;
  - (s) 受保人或受保人家人租用或租賃物品;

- (t) 貴重財物、藝術品、古董、槍械和藏品;
- (u) 與購物無關的費用或收費;
- (v) 放置不當或物品不明消失;
- 5. 就「個人身份被盜用」任何由以下引致或相關的損失或損毀:
  - (a) 任何種類的借貸(包括但不限於私人貸款、車輛貸款或樓宇貸款);
  - (b) 非於保險期間內所發生的損失;
  - (c) 受保人/或受保人家人的商務活動(包括工作或職業)所產生的損失或與之相關的損失;
  - (d) 受保人及/或受保人家人的違法行為所造成的損失;
  - (e) 受保人及/或受保人家人故意造成之損失:或受保人及/或受保人家人知悉或計劃之行為所造成之損失;
  - (f) 並無列明於項目三-「遺失個人現金、信用卡被盜用保障及網絡使用保障」中「個人身份被盜用」中的費用。

### 項目五 - 「第三者法律責任保障」及其額外保障的不保事項

本公司不會負責賠償:

- 1. 受保人或受保人家人、及與受保人或受保人家人訂立僱傭合約之人士因 受僱於受保人或受保人家人及於受僱期間所引致的身體損傷及疾病。
- 屬於受保人或受保人家人、或與受保人或受保人家人訂立僱傭合約之人士、或有關人士保管或控制的財物損失或損毀。
- 3. 直接或間接由下列各項所引致:
  - (a) 任何故意或惡意行為或犯罪活動;
  - (b) 受保人或受保人家人從事任何與交易、業務、專業或受僱有關的工作:
  - (c) 土地或樓宇的佔用權,惟在承保表列明的受保住所則除外;
  - (d) 土地或樓宇的擁有權,除非特別受保於業主法律責任額外保障中;
  - (e) 擁有、管有或使用飛機、船隻、機械推動車輛(包括摩托車)、自動 扶手電梯或升降機(載客升降機除外);
  - (f) 任何因訂立協議而附加的責任:若沒有該項協議,該等責任便不存在:
  - (g) 受保人或受保人家人傳播可傳染的疾病或病毒;
  - (h) (i) 污染或玷污;
    - (ii) 任何液體、固體或氣體的散發、排放、擴散、處置、滲漏、釋放或溢出,除非該情況為突如其來、不能預計及並非故意;
    - (iii) 任何氣味、噪音、震動、光線、電流、輻射、溫度變化或任何 其他感官現象的產生;
  - (i) 就任何形式或分量的石棉引起或導致的任何損失所提出的索償而承擔的任何實際或指稱責任:
  - (j) 任何不論屬於受保人或受保人家人與否的違法結構、建築物或外在 附屬物:
  - (k) 於受保住所內進行任何室內裝修、翻新、保養或維修的承辦工程;
  - (I) 作為家居寵物主人時不遵守《貓狗條例》(第167章)、《動植物(瀕 危物種保護)條例》(第187章)及《狂犬病條例》(第421章)。

### 項目十 - 「家庭電器保養服務保障」的不保事項

保養服務不保障下列項目:

- 1. 受保電器
  - (a) 未經香港授權經銷商直接進口到香港的電器;
  - (b) 由液化石油氣或煤氣運作的電器;
  - (c) 被意外損壞的電器;
  - (d) 曾在香港或香港意外的地方由非原廠的第三者維修商拆解或/和維修過的電器:
  - (e) 以陳列品形式銷售的電器;
  - (f) 曾在非受保住所內使用或 / 和安裝的電器 (除非受保人可提供住址 證明以證明受保人曾居住該地方):
  - (g) 作全部或部分的商業用途的電器;
  - (h) 專為專業人士設計的及/或使用但在受保住所安裝及使用的電器:
  - (i) 不需要接駁到主要電源(濕電)的電器:
  - (j) 不屬於受保人;
  - (k) 於已被出租、委託或借出的受保住所內使用。
- 2. 配件及其周邊設備,如:電線、洗碗機籃、烤爐配件、遙控器等
- 3. 在製造商的維修手冊上列明的可自然損耗(指隨著電器的正常使用下之 損耗及部分轉動零件的逐漸老化)的項目或零件,包括但不限於:燈泡、 燈具、過濾器、保險絲、門較、皮帶、排水管、軟管等
- 4. 受保電器上的玻璃部分或作隔熱或 / 和保溫的組件
- 5. 所有與電視機顯示版面有關的維修及更換

- 6. 由原廠商主動進行之產品改動或因屬於原廠商責任而需要進行回收行動,而對受保電器所造成的任何損壞
- 7. 沒有依據原廠家庭電器説明書所進行之改動 / 使用,或使用未經原廠商 核准之任何配件而造成的損壞
- 8. 任何不正確或非正常電力及/或水源接駁受保電器
- 9. 外物(不明物件進入受保電器內)、疏忽、故意濫用、不正當使用受保電器及/或任何在電器已明顯損壞之情況下繼續使用而引致的故障
- 10. 在沒有受保人或其授權人士在場的情況下而提供服務
- 11. 任何搭棚費用

### 一般不保事項

(不適用於項目十-「家庭電器保養服務保障」)

- 1. 在本保單下本公司不負責:
  - (a) 因下列任何情況直接或間接引致、產生或與其有關的任何意外、損失、損害開支、法律責任或身體損傷,即使當時有其他原因或事件,同時促使或先後發生而引致損失:
    - (i) 戰爭、入侵、外敵活動、敵對或類似戰爭的行動(無論是否已 宣戰)、內戰、叛亂、革命、起義、嚴重程度類近叛亂的民亂、 軍事或篡權行動;或
    - (ii) 暴動、軍法統治/戒嚴、緊急狀態、或促成宣告或維持戒嚴令或 緊急狀態的情況及原因:或
    - (iii) 任何人或任何人的代表或與任何組織有關聯的人,以暴力推翻 具法律地位的政府或現有政府,或參與以暴力或恐怖行動形式 的行為,意圖影響該政府;或
    - (iv) 任何恐怖主義活動。

「恐怖主義活動」在本不保事項的定義為:任何人士或人士們,無論單獨、代表或連繫於任何機構組織或政府,以政治、宗教、意識型態或其他類似原因,包括以意圖影響政府及/或令公眾及/或部份公眾恐慌為目的之行為,有關行為包括但不限於使用武力或暴力及/或帶有威脅成份的活動。

此不保事項對直接或間接由用於控制、防止、鎮壓或以任何方式而與上述(i)及/或(ii)及/或(ii)及/或(iv)有關的行動引致、產生或與其有關的意外、損失、損毀、費用或開支,均不賠償。

若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責任或身體損傷不予賠償,提出相反證明之責任將需由受保人負責。若此不保事項的任何部份被發現無效或不可實施時,其餘部份將仍全面實行及有效。

- (b) 而由於任何恐怖主義活動,根據下列各項,直接或間接產生的任何 意外、損失、損毀、開支、責任或身體損傷:
  - (i) 化學或生物污染;
  - (ii) 導彈、炸彈、手榴彈、爆炸物。

「恐怖主義活動」在本不保事項的定義為:任何人士或人士們,無論單獨、代表或連繫於任何機構組織或政府,以政治、宗教、意識型態、種族為意圖或原因,包括以意圖影響政府及/或令公眾及/或部份公眾恐慌為目的之行事,有關行為包括但不限於使用武力或暴力及/或帶有威脅成份的活動。

就上述(i)目的而言,「污染」指物體的污染或施毒、妨礙及/或限制物體的用途,而原因是由於化學及/或生物物質影響。

若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責 任或身體損傷不予賠償,提出相反證明之責任將需由受保人負責。

- (c) 由於因受保住所所在之國家或地區的具法律地位或現存政府或市政廳或當地機構下令沒收、霸佔徵用、毀壞或損毀財產或樓宇,而直接或間接引致的任何意外、損失、損毀、開支、責任、或身體損傷。
- (d) 因下列任何情況直接或間接引致、產生、導致或造成的任何意外、 損失、損害、開支、法律責任或身體損傷:
  - (i) 來自核燃料或燃燒核燃料所產生核廢堆放射出來的電離、輻射 或污染,在本不保事項下,燃燒一詞涵義包括核子自行分裂過 程:
  - (ii) 核子武器材料。
- (e) 以音波或超音波速度航行的飛機或其他航空物體引起的壓力振動而 直接導致的損失或損毀。
- 2. 本公司毋須就下列各項作出賠償:
  - (a) 每次及每宗損失的首港幣 \$250 (由水濕引致的損毀除外);
  - (b) 如屬由水濕引致的損失,每次及每宗損失經評估後總值的 10% 或 港幣 \$250,以較高者為準;
  - (c) 如屬本保單項目九 「樓宇結構保障」的索償,每次及每宗損失的 首港幣 \$3,000,由火災或爆炸所導致的損失除外;
  - (d) 儘管不保事項 2(a) 及 2(b) 有所規定·如屬項目一 「家居財物保障」 有關油漆、牆紙及類似物的損毀事故,則每次及每宗損失的首港幣

\$1,000,或經評估損失的首 10%,以較高者為準。

上述自負金額並不適用於項目五 - 「第三者法律責任保障」及其額外保障、項目六 - 「家居意外保障」及其額外保障。

3. 任何由以下情況直接或間接引起、導致或關連的任何類形的財產/財物 損失或損壞(只適用於項目一、二、三、四、七、八和九):

儘管本保單中有任何相反的規定,就傳染病、或就傳染病的恐懼或威脅 (無論是實際的還是察覺到的),本保單不保任何直接或間接引致的、或 由促使的、或由導致的、或由引起的、或與相關的任何損失、損害、責任、 索賠、成本或費用,不論是否有任何同時或以順序形式促成的其他原因或 事件。

在不違反本保險包含的其他條款、條件和不保條款的前提下,本保險將就保單內指明的風險直接造成或導致的財產/財物的物理損害,及如有提供之/任何業務中斷/連帶業務中斷/任何其他間接損失,提供保障。

4. 就人身意外及/或 其後果損失、費用、索償或開支(只適用於項目六)/任何第三者責任或任何相關的費用及開支(只適用於項目五和七),若由以下情況直接或間接引起、導致或關連:

儘管本保單中有任何相反的規定,本保單不保任何因下述,直接或間接引致的、或由此促使的、或與之相關的、或以任何方式涉及的、或由之引起的任何的損失、損害、責任、成本、罰款,罰金或其他任何金額,不論該等是實際的還是察覺到的:

- 冠狀病毒(COVID-19),包括其任何突變或變異;或
- 由世界衛生組織、或其他政府或準政府公共衛生機構,實體或服務 機構進行的聲明,分類,表徵,提及或以其他形式宣傳的流行病或大 流行病。

本保單的所有其他條款,條件和不保條款均保持不變。惟上述除外條款 不適用於為滿足《僱員補償條例》和《建築物管理(第三方風險保險) 條例》規定的強制性保險要求而所提供的任何保障,也不適用由國際救援(香港)有限公司所提供的任何服務,若有關服務顯示在附表中時。

- 5. 財產網絡及數據不承保條款
  - (a) 儘管本保單或任何批單中有任何相反的條款,本保單並不承保任何 直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損 失、損毀、責任、索償、成本或費用:
    - (i) 除非符合本條款第2點的規定,因任何損失、更改、損壞或、可用性、操作性或功能降低的「電腦系統」
    - (ii) 因喪失使用、功能降低、維修、更換、恢復或複製任何「資料」, 包括與該「資料」價值相關的任何金額:

不論此等損失乃同時或以任何其他次序導致任何其他原因或事件。

(b) 在不違反本保險包含的其他條款、條件和不保條款的前提下,本保險將承保原保單內指明的風險直接造成或導致的財產/財物的的實際損失,以及以下任何風險直接引起或直接由始造成的時間要素損失。

火災, 閃電, 爆炸, 飛機或車輛撞擊, 墮落的物體, 暴風, 冰雹, 龍捲風, 旋風, 颶風, 地震, 火山噴發, 海嘯, 洪水, 凍結, 或冰雪重壓

- (c) 如本條款的任何部分被視為無效或無法執行,則其餘部分仍具有完 全的效力及有效。
- (d) 本條款如與本保單或任何批單的任何其他與「資料」有關的詞彙有 相抵觸,則本條款將取代該詞彙。
- 6. 儘管在保單或批單對任何所述的條款構成相反之部份,藉此同意倘若 承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下 的制裁、禁止或限制,或使本公司面臨歐洲聯盟、英國或美國法律、法 規、貿易或經濟制裁,本公司則不得被視作提供保障,且本公司亦無需 就該項承擔及支付任何賠償或提供任何保障的責任。

### 定義

「銀行帳戶」

意指於合資格銀行設立的個人使用帳戶,帳戶持有人可在該帳戶上存取個人現金,或存入及簽發支票。

「樓宇」

意指受保住所的樓宇及其車房、外在附屬物及牆、業主的固定裝置、裝配及 室內裝修,但不包括地基、排水系統、非法結構,或建築或附屬建築物。

「傳染病」

意指可以通過任何物質或媒介,從任何生物體傳播到另一生物體的任何疾病, 其中:

- (a) 該物質或媒介包括但不限於病毒,細菌,寄生蟲或其他生物體或其任何變體,無論是否視為活體,及
- (b) 無論是直接傳輸還是間接傳播,傳播方法包括但不限於空中傳播,體液傳播,從任何表面、物體、固體、液體或氣體或生物體之間的傳播,及
- (c) 該疾病,物質或媒介可能導致或威脅對人類健康或人類福祉帶來損害,

或可能導致或威脅到財產/財物的損害、劣化、或其價值、市場值及或使用 上的損失。

#### 「電腦系統 |

意指任何由受保人或任何其他方擁有或經營的電腦、硬件、軟件、通訊系統、電子裝置(包括但不限於智能手機、手提電腦、平板電腦、可穿戴式裝置)、伺服器、雲端或微控制器,包括任何類似上述的系統或任何配置,並包括其任何相關的輸入、輸出、資料存儲設備、網絡設備或備份設備。

#### 「信用卡」

意指銀行向受保人或受保人家人發行的信用卡,而持卡人的姓名必須為受保 人或受保人家人。

#### 「資料」

意指經由「電腦系統」使用、存取、處理、傳輸或儲存的形式記錄或傳輸的信息、事實、概念、程式碼或任何其他任何種類的信息。

#### 「家庭傭工」

意指受僱於受保人並以全職方式於受保住所從事家務的傭工,或園丁或根據 入境條例(第 115 章)所制定的僱傭合約下受僱的家庭傭工,並受僱於受 保人,及於受保住所從事家務的全職傭工。

### 「家庭傭工財物」

意指家庭傭工的個人物品,但不包括:

- (a) 貴重財物;
- (b) 契約、債券、匯票、期票、個人現金票據、郵票、藏品、手稿及電腦記錄;
- (c) 置於走廊、露臺、天井、陽臺、前庭、及一般在戶外的財物。

#### 「家居寵物」

意指由受保人於家中一般飼養的寵物,但不包括《貓狗條例》(第 167 章)中《危險狗隻規例》附表 1 所列的格鬥狗隻,《動植物(瀕危物種保護)條例》(187 章)所列需要獲香港漁農自然護理署發出正式牌照的寵物。

#### 「持牌銀行」

意指根據香港法例第 155 章《銀行業條例》於香港註冊的持牌銀行。

#### 「欺詐網站 |

意指該網站屬欺詐性質,且已經由香港有關監管機構公開宣佈。

#### 「香港 |

意指中華人民共和國的香港特別行政區。

### 「家居財物」

意指傢俬(不論固定於牆上與否)、家居用品、電器及屬於受保人及受保人 家人的個人財物、牆漆、牆紙及類似物、以及受保人及受保人家人安裝或進 行或受受保人及受保人家人作為租戶須負上法律責任的固定裝置、裝配及室 內裝修,惟不包括:

- (a) 契約、債券、匯票、期票、現金票據、個人現金、郵票收藏品、手稿及 電腦記錄:
- (b) 家畜、寵物、植物、園林及相類事物;
- (c) 樓宇結構或天花的任何項目;
- (d) 外露的電視及收音機天線、天線裝置、天線杆及天線塔、水管、排水系統、及線路;
- (e) 置於走廊、陽台、平台、露台、前園、後園、屋頂及一般在戶外的財物 (除於項目一-「家居財物保障」的額外保障「戶外家居用品」提供除 外):

就此而言,固定裝置、裝配及室內裝修,包括但不限於地板、假天花、門、 闡及窗。

#### 「受保人」

意指承保表上以「受保人」名稱所示的人。

#### 「受保人家人」

意指一般及永久地與受保人於受保住所共同居住的受保人父母、兄弟姊妹、 配偶、子女、親屬、及同居者(需於承保表內聲明及列明)。

### 「受保住所」

意指於承保表中列明的地點,僅由受保人及受保人家人居住的私人住所,除 非本公司在項目九 - 「樓宇結構保障」中另有聲明並予以接納;另該住所須 全以磚、石及混凝土建成、蓋有混凝土興建的屋頂且維修狀況良好。

#### 「每件」

意指一件、一對或一套物品。

### 「喪失視力」

意指眼睛所有視力出現完全不可回復及不可補救的損失。

### 「喪失肢體」

意指於手腕或足踝或以上的肢體分離,或有關肢體完全及永久地失去功用。

「家居財物/個人財物/樓宇破壞的損失或損毀」

意指本保單所保障的財產損毀是指有關財產物質的有形或損毀。財產物質的 有形損毀不包括數據、軟件或電腦程式的損毀,特別是由於原先結構的刪 除、損壞或結構變形而使數據、軟件或電腦程式有任何破壞性改變。因此, 本保單不保障下列各項:

- (a) 數據或軟件的遺失與損毀,特別是由於原先結構刪除、損壞或變形而 使數據、軟件或電腦程式有任何破壞性改變,及因此引致的任何業務中 斷的損失。儘管本定義另有所指,由於受保有形財物損毀所引起數據或 軟件損失或損毀則會受到保障。
- (b) 由於數據、軟件或電腦程式的功能、備用性、使用幅度及存取能力受損 而導致的遺失或損毀,及因此引致的任何業務中斷的損失。

#### 「個人現金」

意指持有作社交及家居用途的現行錢幣、銀行或流通鈔票、支票、旅行支票、 銀行匯票、郵政匯票及匯票、儲蓄郵票或票據、獎金債券、郵票(並非收藏 品的一部分)、禮物、籌碼、旅票及油券。

#### 「個人證明文件」

意指香港身份證、回鄉卡(又稱港澳同胞回鄉卡)、護照、駕駛執照及信用 卡。

#### 「個人身份被盜用」

意指未經授權而使用及/或非法使用受保人及其家人受保人家人的姓名或香港身份證號碼等個人資訊開立受保人及受保人家人未授權的信用帳戶及/或銀行帳戶。

#### 「保險期」

意指列明於承保表上的保險期。

#### 「個人財物」

意指為受保人及受保人家人所擁有並於日常生活中隨身攜帶、並一般用作私 人用途而穿帶或使用的財物,惟個人現金及信用卡則除外。

#### 「註冊醫生」

意指依照接受治療區域之法例註冊,或領有執業證明提供醫療及手術服務之 醫生(除非已獲得本公司之書面批准,否則不包括受保人或其直系親屬、商 業合夥人、僱主或僱員及保險代理人),其最低資歷限度相當於香港醫生註 冊條例的註冊醫生。

#### 「承保表」

意指隨本保單附上並構成本保單一部份的保單承保表。

### 「時間要素損失」

意指營業中斷,或連帶營業中斷或任何其他相應損失。

#### 「完全永久傷殘」

意指持續十二個曆月的絕對及完全的傷殘,並於該期間終結時,有關傷殘並 無任何進展的希望。有關傷殘必須經由註冊醫生所證明,並能提交醫療報告 及完整診斷。

### 「貴重財物」

意指例如白金、金、銀及其他貴重金屬物件、象牙、首飾、手錶、毛皮製品、 藝術品、古董、畫、錢幣、獎牌及攝影器材等物品。

#### <u>條件</u>

#### 1. 詮釋

本保單及承保表須作為一份合約一併閱讀,在本保單或承保表任何部分 所附加特別意義的字眼或詞句,在每次出現時應附帶該意義。

### 2. 修改

受保人應就對本保單所保障的風險有重大影響或任何超過連續六十日的任何變動,即時向本公司發出書面通知。

#### 3. 免責期

就香港天文台發出8號或以上熱帶氣旋警告信號期間所引致的損毀或損失,本保單的免責期為本保單原起保生效日起計的首3天。

#### 4. 償付基準

- (a) 在項目—-「家居財物保障」(包括項目—-「家居財物保障」的額外保障)、項目二-「全球個人財物保障」及項目八-「額外個人財物保障」下,索償時無須扣除損耗及折舊,惟衣服及家居布製品則除外:另所付費用僅用作更換或復原至與原本相近但並不會較全新時為佳的狀況。
- (b) 在項目九 「樓宇結構保障」下,索償時無須扣除損耗及折舊,惟:
  - (i) 樓宇的維修狀況必須良好;
  - (ii) 所有所需的維修或更換需予以進行及並無不當延誤;

(iii) 樓宇於蒙受損失時的投保額需相當於不少於重建樓宇以使其形態、格調及狀況與全新時一樣的費用。

否則償付基準將以賠償基準處理。

#### 5. 成對或成套

倘若任何受保項目包含一對或一套時,則本保單不會賠償條款多於任何 損失部份的價值,亦不會考慮該項目在作為一對或一套時的特別價值, 更不會賠償超過其在該一對或一套中按比例計算出來的受保價值。

#### 6. 分攤

就項目八 - 「額外個人財物保障」及項目九 - 「樓宇結構保障」而言,若發生損失或損毀情況,投保額投保額若低於所列名的個人財物或重建樓宇成本的十足價值,受保人將被視作為有關差額的保險人,並須按比例承擔損失。項目八 - 「額外個人財物保障」及項目九 - 「樓宇結構保障」中每件物品的投保額須獨立申報,而本條款亦會分別適用於此兩個項目。損失或損毀的可收回總額不會超過項目八 - 「額外個人財物保障」及項目九 - 「樓宇結構保障」中每件物品的投保額。

#### 7. 預防損失

受保人必須採取所有尋常合理的預防措施,以避免意外及損失、以及遵守所有法定責任與任何主管當局所訂明的條例。受保人亦須嚴格遵守有關飼養寵物的大廈公契或任何其他法定規定。

#### 8. 欺騙

如任何索償是以欺騙或畜意誇大方法提出,或有任何虚假宣言或聲明, 本保單將會作廢及不會給付賠償。

#### 9. 索償

如出現任何可能根據本保單提出索償的情況,受保人、受保人家人或受保人代表

- (a) 應就有關情況於事件發生後三十一日內向本公司發出書面通知,並 按本公司合理要求的形式及性質,於本公司發出後六十日內向本公 司提供所有有關證書、報告、資料及證明,以讓本公司盡快確定其 責任,惟費用概由受保人承擔。
- (b) 如屬本保單項目—-「家居財物保障」(包括的額外保障)、項目二-「全球個人財物保障」、項目三-「遺失個人現金、信用卡被盜用及 網絡保障」、項目四-「遺失個人證明文件保障」及項目八-「額外 個人財物保障」的索償,應於事件發生後三十一日內向本公司發出 索償通知,否則,本公司將不會就有關損失承擔任何責任。受保人 應採取一切可行的措施搜尋及處罰罪犯人士以追查及討回損失的財 產。受保人在發現損失後二十四小時內須通知警方。
- (c) 如屬本保單項目三 「遺失個人現金、信用卡被盜用及網絡保障」 中「欺詐網站」的索償,須提供:
  - (i) 由相關香港持牌銀行及/或相關的香港監管機構簽發的書面證明為欺詐網站:
  - (ii) 受保人及/或受保人家人於發現欺詐網站後的二十四小時內通 知相關的香港持牌銀行及/或相關的香港監管機構報告的書面 證明:
  - (iii) 受保人及/或受保人家人於欺詐網站進行交易而引致金錢損失的證據。
- (d) 如屬本保單項目三 「遺失個人現金、信用卡被盜用及網絡保障」 中「網上購物」的索償,須提供:
  - (i) 購買收據的副本以證明有關購物的全部款項均使用信用卡或銀 行帳戶進行付款:
  - (ii) 購買貨品原有預定送抵日期的書面證明及就未能送抵由賣方及 / 或運輸公司簽發的書面證明:或
  - (iii) 受保人及/或受保人家人於發現貨品損毀後的二十四小時內向 賣方及/或運輸公司報告的書面證明。
- (e) 如屬本保單項目三 「遺失個人現金、信用卡被盜用及網絡使用保障」中「個人身份被盜用」的索償,必須:
  - (i) 配合本公司以協助本公司行使與受保人及/或受保人家人個人身份被盗用有關的任何合法權利。 這可能包括要求受保人及/或受保人家人出席作證、聆訊及審訊,並提供必要證據以解決受保人及/或受保人家人的個人身份被盜用事件:
  - (ii) 提供發卡銀行就未經受保人及/或受保人家人授權開立的銀行帳戶及/或簽發的信用卡遭盜用的任何證據提交予本公司:
  - (iii) 向本公司提供:
    - 允許本公司獲取受保人及/或受保人家人的記錄及其他資料(如信用報告(如適用))之授權;
    - 2. 如有需要,受保人及/或受保人家人的財務報告(包括但 不限於銀行對帳單),以助完成調查:
    - 信用報告(如受保人及/或受保人家人因個人身份被盜用 而對信用記錄中所包含任何資料的準確性或完整性提出質

疑);

- 4. 為解決個人身份被盜用事件所引致費用的收據正本;
- 5. 與受保損失有關的任何要求、通知、收據、傳票、投訴或 法律文件的副本:及
- 6. 本公司可能要求提供之一切其他相關文件。
- (f) 如屬本保單項目五-「第三者法律責任保障」的索償,應於每次收到與本保單索償有關的任何信件、申索狀、傳票或法律程式檔後,應立即將該檔告知或送交本公司,在未獲得本公司的書面同意下不應承認任何責任、作出要約、答應、付款或賠償。
- (g) 如屬本保單項目六-「家居意外保障」的索償,須按本公司不時提出的要求,出席由本公司委派的合資格註冊醫生所進行的檢查。如本公司對死亡索償案中的死因存有任何合理的懷疑,本公司有權委派一名合資格註冊醫生對受保人及/或受保人家人的遺體進行驗屍,費用由本公司支付。
- (h) 於發生有可能導致項目六-「家居意外保障」的索償事件後,應儘 快獲得由註冊醫生提供的醫療服務並遵從其意見。

#### 10. 代位權 / 免除責任

本公司有權

- (a) 以受保人的名義,接手處理就針對受保人所提出的任何索償並進行 抗辯、和解,或在任何索償、賠償、損毀或其他方面,以受保人的 名義因應本公司的利益進行起訴,而受保人應按本公司提出的要 求,提供一切有關資料和援助:
- (b) 就因同一原因或起因而直接或間接產生的任何一件或多件事項所引致針對受保人的一項或多項索償,於任何時間向受保人支付項目五-「第三者法律責任保障」及項目九-「樓宇結構保障」之額外保障所適用之責任限額中載列的金額(扣除用作賠償並已經支付的任何款項)或任何可解決有關索償的較少金額;而在賠付後,本公司將放棄有關賠償的行為及對有關賠償的控制,且無須根據項目五-「第三者法律責任保障」及項目九-「樓宇結構保障」之額外保障就有關索償承擔任何進一步責任。

### 11. 不能轉移的受保人利益

除非有明確陳述,於此保單並不賦予受保人以外人士,向本公司作出索償的權利。再者,除了因為死亡或因法律原因而將利益轉移,否則本公司在轉移受保人的利益的情況下不須受到束縛,除非及直至本公司以背書形式宣佈本保單會被延續。本公司就除受保人以外任何人士之利益所延伸的責任,將不會給與此類人士根據本保單進行索償的權利,而受保人應於任何情況下代表該人士進行索償,其從本公司收訖賠款,將成為本公司就有關索償完成責任的證明。若受保人身故,本公司亦會根據項目五-「第三者法律責任保障」下發保入的家人)引致的責任向受保人的合法 遺產代理人作出賠償,但該遺產代理人須猶如受保人般遵守和履行本保單的條款、條件以及不保項事項,並受該等謫用條款所規限。

#### 12. 保費

如選擇以信用卡作為付款方式,本保單的保費將根據承保表所示的收款日期從受保人的指定戶口中扣取。本公司保留更改收款日期之權利而毋須事先給予通知。如付款方法為按年以信用卡付款,受保人可要求更改其繳付保費的指定信用卡賬戶,方法為填妥更改付款資料申請表,並於保單屆滿日期前交回本公司。在確認已設立新的指定戶口後,本公司將於下一年度的收款日期從該戶口中收取保費。就任何終止或更改本保單,本公司將按每保單收取港幣\$400的最低保費,然後在有餘下保費的情況下將所餘下部份退回予受保人。

#### 13. 續保

如選擇以信用卡作為付款方式,在本公司標準核保的檢驗下,保單將於 成功收取續保保費後每年自動續保,除非本公司於有關收款日期前收到 終止保單的書面通知。

如付款方法為按年以信用卡支付,來年的續保保費將按續保檔上所列明的收款日期由受保人指定的賬戶中自動扣取。

### 14. 司法權

本保單受香港法律約束並據其解釋。爭議雙方同意接受香港法院的專有司法裁判權管轄。

### 15. 取消

本公司可取消本保單,並將會以掛號信形式,向受保人最後登記的地址發出七天通知以取消本保單。受保人亦將按比例獲退回保單期未屆滿項目的已付保費。受保人亦可發給本公司七天書面通知以取消本保單。在此情況下,本公司將按慣常採用的短期保費率計算保單至有效期結束前的應收保費,然後把餘下保費退回受保人,惟受保人須在該保險期內沒有作出索償為準。

就自選家庭電器保養服務保障,在任何情況下,均不能退還保費。

### 16. 仲裁

凡因本保單所引起的或與之相關的任何爭議、糾紛、分歧或索賠,包括保單的存在、效力、解釋、履行、違反或終止,或因本保單引起的或與之相關的任何非合同性爭議,均應提交由香港國際仲裁中心管理的仲裁,並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁員人數為一名。仲裁程式應按照英文來進行。 若本公司拒絕就本保單項下的任何索賠向受保人承擔責任,而受保人並無把該項索賠在拒絕該項索賠起計十二個月內根據本仲裁條款提交仲裁,則就各方面而言該項索賠將被視為已經放棄及不能追討。

#### 17. 其他保險

倘若受本保單所保障的事件發生時(項目六 - 「家居意外保障」提供的死亡及完全永久傷殘保障則除外),有其他保單保障相同或部份相同責任時,本公司將不會就該事件支付多於按比例計算而應付之金額。就項目五 - 「第三者法律責任保障」及其額外保障而言,本保單只應在其他保險未能作出償付的情況下作出賠償,並不應用作分擔任何損失。

### 18. 第三方權利

任何不是本保單某一方的人士或實體,不能根據《合約 (第三者權利)條例》(香港法例第 623 章) 強制執行本保單的任何條款。

### 19. 佔優

本保單條款內容以中文及英文載錄。倘若中文內容及英文內容互有衝 突或不一致之處,均以英文內容為準。



## CLAUSES AND WARRANTIES (For PRUChoice Home, Home Deluxe, Home Landlord)

(Unless expressly mentioned in the Policy Schedule hereto the Clauses enumerated below Form No Part of The Terms and Conditions of This Policy)

Clause No.

#### A.13 Mortgagee Clause

Loss if any under this policy shall be payable to the Mortgagee/s Assignee/s named in the Schedule of the Policy to the extent of their interest

It is hereby agreed that in the event of loss or damage the Company will pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the sum insured or the reinstatement value (less depreciation if any) of the property insured whichever is lower and that this insurance in so far 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 the property insured nor by anything whereby the risk is increased being done to upon or in 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 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 claim.

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in the 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.

The Company reserves the right to cancel this policy at any time as provided by the terms thereof but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and the Company shall have the right on like notice to cancel this agreement.

### A.19 Reinstatement Value Insurance Clause

It is hereby agreed that in the event of property insured under Building Section of the within policy being destroyed or damaged the basis upon which the amount payable under (each of the said Section of) the policy is to be calculated shall be reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum 'reinstatement' shall mean :-

The carrying out of the aftermentioned work namely:

- (a) Where property is destroyed the re-building of the property if a building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### **Special Provisions**

- 1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- 2. When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average namely:

  If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being his own insured for the excess and shall bear a ratable proportion of the loss accordingly.

- 5. No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction of damage to any property insured hereunder behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- 6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the policy including any Condition of Average therein as if this memorandum had not been incorporated therein.
- 7. This clause does not apply to any machinery which is 3 years old or above.

### **Landslip And Subsidence Endorsement**

Loss of or damage to the property insured directly caused by subsidence of the site or landslip occurring within the period stated in the schedule but excluding:

- (i) Loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences.
  - (a) Coastal erosion
  - (b) Heave
  - (c) Bedding down of structures or the settlement of made up ground within ten years of the completion of such works
- (ii) Loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip
- (iii) Unless otherwise specifically insured the cost of removal subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- (iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- (v) Consequential loss or damage of any kind or description.
- (vi) The first HK\$10,000.00 or 10% (ten percent) of each and every loss whichever is the greater as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this policy.

### Warranted:-

- (1) The Insured shall maintain the insured property 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 Hong Kong Government 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 property.
     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 property is involved) or its nearby surroundings.

Subject otherwise to the terms exceptions and conditions of this policy.