



POLICY 保單

Please read this Policy carefully upon receipt and promptly request the Company for necessary amendments

DEFINITIONS

The following terms shall have the below-mentioned meaning when used in this Policy unless otherwise attached in respective Sections:

Building Improvement

Betterment done by the insured to any part of the structure or ceilings of the building, including:

- (a) ceiling coverings;
- (b) wall coverings;
- (c) floor coverings;
- (d) skirts along bottom of the wall;
- (e) windows;
- (f) doors

Geographical Area

Hong Kong Special Administrative Region (HKSAR) of the People's Republic of China.

Household Contents

Furniture, household goods, personal effects the property of the Insured or any member of his family normally residing with him, fixtures and fittings the property of the Insured or for which he is legally responsible, excluding:

- (a) deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, cash, currency notes, manuscripts, medals, coins, stamps, documents or computer records of any kind and foodstuffs unless specially mentioned in the Schedule;
- (b) pedal cycles, motor vehicles, vessels, aircraft or watercraft and their accessories;
- (c) mobile phones, pagers, hand-held computers and the like;
- (d) electrical bulbs and/or valves;
- (e) sporting equipment, spectacles, contact lenses, dentures and prostheses whilst in use;
- equipment owned or used for professional or business purposes, business goods or samples;
- (g) livestock, pets and animal;

- (h) plant, trees, landscape and the like;
- (ii) properties contained in or on roofs, verandahs, balconies, patios terraces, forecourts, parages and in the open generally:
- (j) any part of the structure or ceilings of the buildings, wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers;
- (k) properties more specifically insured under another policy.

Losses

Any accident, loss, damage, expense, liability or bodily injury.

Money

Cash, currency notes and coins but limited to the face value thereof and not for any commemorative sentimental antique or rarity value whatsoever.

Period of Insurance

The period specified in the Schedule for which China Merchants Insurance Company Limited has agreed to accept, and the Insured has paid or agreed to pay the premium.

Terms

The terms exceptions and conditions contained herein or endorsed hereon.

Unoccupied

- (a) The Insured Premises is insufficiently furnished for normal living purpose; or
- The Insured Premises has not been lived in for more than forty-five (45) consecutive days.

Valuable

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, paintings, curios, collections of porcelain or crystal, antique, antique books, furs, musical instruments (except pianos) belonging to the Insured or any member of his family normally residing with him.

WHEREAS the Insured or the Proposer named in the Schedule, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to China Merchants Insurance Company Limited (hereinafter called "CMI") for the insurance hereinafter contained and has paid or agreed to pay the Premium mentioned in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance mentioned in the Schedule and subject to the Terms of this Policy.

PROVIDED THAT the due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured or the Proposer and the truth of the statements and answers in the said Proposal and Declaration shall be conditions precedent to any liability of CMI to make any payment under this Policy.

SECTION 1 - HOUSEHOLD CONTENTS

[Coverage(s) indicated below may not be operative unless respective Sum Insured(s) is specified in the corresponding plan under the Limits of Liability Table listed at the end of this Section 1

CMI will subject to the Terms of the Policy indemnify the Insured by payment, repair, reinstatement or replacement against the following events:

1.1 Accidental physical loss of or damage to Household Contents at the Insured Premises specified in the Schedule provided that CMI's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.

For Insured Premises leased or rented to anyone other than the Insured, CMI will only pay for loss caused directly by fire, lightning, explosion, theft or attempted theft, earthquake, aircraft or other aerial devices or articles dropped therefrom, impact by third party's road vehicle or by goods falling therefrom or animal, riot, labour disturbance, typhoon, windstorm or flood, water discharged or overflowing or leaking from any water system or installation in or about the Insured Premises.

- 1.2 Reasonable expenses of alternative accommodation actually incurred by the Insured during the period in the event of the Insured Premises being rendered uninhabitable due to loss or damage covered under this Policy provided that CMI's limit of liability hereunder per day, per loss or per year in total shall not exceed the amounts specified in the Limits of Liability Table listed at the end of this Section.
- 1.3 Cost of replacing door locks and/or window locks of the Insured Premises following loss of or damage to keys or locks due to burglary to the Insured Premises or attempt thereat with items that are of similar but not better quality provided that CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.4 Cost of replacing frozen food in the Insured's refrigerator spoiled due to change in temperature caused by:
 - (a) accidental breakdown of the refrigerator, provided that such refrigerator is not more than 5 years old and notwithstanding what is stated in Exception 1 (c) below;
 - (b) accidental failure of electricity or gas supply, provided that such failure is not caused by the deliberate act of the Insured or public utilities concerned

provided that CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.

- 1.5 Personal Money lost by theft or burglary within the Insured Premises provided that CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.6 Unauthorised use of credit card due to loss of credit card by theft or burglary within the Insured Premises provided that CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.7 Cost of replacing personal documents including Hong Kong Identity Card, passport, driving licence, bank or credit card following loss of or damage to such documents due to theft or burglary within the Insured Premises provided that CMI's limit of fiability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.8 Accidental physical loss of or damage to domestic helper's effects at the Insured Premises provided that CMI's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amounts specified in the Limits of Liability Table listed at the end of this Section.
- 1.9 Reasonable medical expenses actually incurred by the Insured resulting from bodily injury caused by burglars or robbers within the Insured Premises provided that diagnosis is certified and sick leave of not less than three (3) consecutive days is granted by a qualified medical practitioner and CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.10 Cost of removal of debris at the Insured Premises necessarily incurred by the Insured due to loss or damage covered under this Policy provided that CMI's limit of liability hereunder shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.11 Accidental physical loss of or damage to Household Contents whilst temporarily removed for cleaning, renovation, repair or other similar purposes for a maximum period of thirty (30) days from the Insured Premises to other premises and in transit thereto and therefrom by road, rail or public ferry within the Geographical Area provided that the amount recoverable hereunder shall in no case exceed for each item of Household Contents, each loss occurrence or each year in total the amounts specified in the Limits of Liability Table listed at the end of this Section.

Cover hereunder is distinct and separate from cover under 1.12 below.

1.12 Accidental physical loss of or damage to Household Contents whilst in transit between the Insured Premises and any new home of the Insured within the Geographical Area provided that such removal is to be conducted by professional movers and CMI's limit of liability hereunder shall in no case exceed for each item of Household Contents, each loss occurrence or each year in total the amounts specified in the Limits of Liability Table listed at the end of this Section.

Cover hereunder is distinct and separate from cover under 1.11 above.

- 1.13 Accidental physical loss of or damage to Building Improvement at the Insured Premises provided that CMI's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.14 Accidental physical loss of or damage to Household Contents at any new home of the Insured within the Geographical Area for a maximum period of thirty (30) days from the date of acquisition of such premises provided that CMI's limit of liability in respect of any one item, any one loss occurrence or any one year shall not exceed the amount specified in the Limits of Liability Table listed at the end of this Section.
- 1.15 Accidental physical loss of or damage to Household Contents at the Insured Premises during the period of interior decoration works including additions, alterations and repairs performed by any outside contractors within the Insured Premises notwithstanding what is stated in Exception 1(g) below provided that value of any contract at any period of time shall not exceed HK\$50,000 in total and CMI's limit of liability hereunder shall in no case exceed for each item of Household Contents, each loss occurrence or each year in total the amounts specified in the Limits of Liability Table listed at the end of this Section

Cover hereunder will also apply to any new home of the Insured within the Geographical Area for a maximum period of thirty (30) days from the date of acquisition of such premises or on completion of all interior decoration work whichever shall come first.

For the purpose of this extension, cover shall not apply to the contract works or any additional property incorporated unless such works have been completed and declared to be included in the sum insured of this Policy.

BASIS OF SETTLEMENT

Settlement for claim arising from an insured cause may be in cash or at the option of CMI:

- (a) a reinstatement settlement in which the cost of repairing the damaged property or replacing
 the property if stolen or beyond repair with new article substantially of the same kind but not
 of better quality will be made;
- (b) an indemnity settlement basis will be applied in which an amount for wear and tear or depreciation will be deducted from the cost of replacement or repair of that part of the lost or damaged property if
 - (i) claims are on clothing, furs, household linen, curtains and upholstery;
 - (ii) the Insured decides not to reinstate, repair or replace the Household Contents.

Where any insured item consists of articles in a pair or set, CMI will not 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, nor more than a proportionate part of the insured value of the pair and set.

EXCEPTIONS TO SECTION 1

- 1. CMI will not pay for loss or damage caused by or contributed to:
 - (a) lack of maintenance, structural defect of the building;
 - (b) wear, tear, moths, vermin, insects, damp, rust, rot, corrosion, shrinkage, evaporation, loss of weight, contamination, change in flavour or colour or texture of finish, the action of light or atmosphere;
 - (c) electrical or mechanical breakdown or derangement;
 - (d) misuse or use contrary to manufacturers' instructions, inherent defect or faulty design in materials, plan or specification;
 - (e) domestic animals belonging to the Insured;
 - (f) denting, chipping or scratching;
 - (g) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
 - (h) theft or burglary
 - (i) if the premises remain unoccupied for a period of more than forty-five (45) consecutive days without written consent from CMI;
 - (ii) if the premises or any part is lent or let unless force is used to enter the premises:
 - (iii) by deception unless deception is used to enter the premises;
 - (iv) if the theft or burglary is not accompanied by forcible and violent entry into or exit from the premises;
 - seepage of water except damage by rain through openings made in the fabric of the building by the direct force of typhoon or windstorm;
 -) malicious damage or vandalism
 - if the premises remain unoccupied for a period of more than forty-five (45) consecutive days without written consent from CMI;
 - (ii) by a person lawfully in the premises;
 - (k) pollution or contamination except the Loss is caused by pollution or contamination resulting from a peril hereby insured against;
- Any loss or damage to Household Contents when the Insured Premises are left Unoccupied for a period in excess of forty-five (45) consecutive days without written consent from CMI, except the loss or damage caused by the event of fire, lightning, explosion, earthquake, typhoon, windstorm, bursting of pipes and flood.
- 3. The amount specified in the Limits of Liability Table listed at the end of this Section as Excess being the first amount of each and every loss as ascertained. In so far as concerns any loss caused by typhoon, windstorm, flood, earthquake, landslip or other natural perils, this Excess will apply to each and every loss occurring within each and every separate period of 72 consecutive hours during the currency of this Policy. Should any loss triggers the cover under more than one event of this Section simultaneously, the Excess whichever the greater amount shall be applied only once and not to each event separately but shall be applied to whichever event at CMI's discretion.

			Standard Plan (HK\$)	Superior Plan (HK\$)	Luxury Plan (HK\$)
Secti	ion 1 - Household Contents				
1.1	Loss of or damage to Household Co Any one loss and per year(inclusive o Any one item Any one Valuable Total Valuable		1,000,000 150,000 10,000 100,000	1,000,000 150,000 10,000 100,000	1,500,000 150,000 15,000 150,000
1.2	Alternative Accommodation:	Limit per day Limit per loss and per year	1,500 62,500	1,500 62,500	1,500 90,000
1.3	Door Locks and Windows Locks:	Limit per loss and per year	2,500	2,500	3,000
1.4	Frozen Food:	Limit per loss and per year	6,250	6,250	9,000
1.5	Personal Money:	Limit per loss and per year	-	2,000	3,000
1.6	Credit Card Protection:	Limit per loss and per year	-	2,000	3,000
1.7	Replacement Cost of Documents:	Limit per loss and per year	-	1,000	1,500
1.8	Domestic Helper's Effects:	Any one item Limit per loss and per year		1,000 5,000	1,000 7,500
1.9	Burglary Injury:	Limit per loss and per year	-	2,000	3,000
1.10	Cost of Removal of Debris:	Limit per loss and per year	_	10,000	15,000
1.11	Temporary Removal:	Any one item Limit per loss and per year	-	5,000 50,000	5,000 75,000
1.12	House Removal:	Any one item Limit per loss and per year		5,000 100,000	5,000 150,000
1.13	Building Improvement:	Any one item Limit per loss and per year	10,000 50,000	30,000 150,000	30,000 200,000
1.14	New Additional Home:	Any one item Limit per loss and per year		2,000 50,000	2,000 75,000
1.15	Interior Decoration Works:	Any one item Limit per loss and per year	-	2,000 50,000	2,000 75,000
	ss(es) For each and every loss involving ((Sections 1.11 and 1.12)	contents in transit	Not insured	900	900
	For each and every loss involving to (Section 1.14)	New Additional Home	Not insured	1,500 or 10% of the adjusted loss, whichever the greater	1,500 or 10% of the adjusted loss, whicheve the greater
	For each and every loss involving I		Not insured	1,500 or 10% of the adjusted loss, whichever the greater	1,500 or 10% of the adjusted loss, whicheve the greater
	For each and every loss involving windstorm, flood, earthquake, land		250	900	900
	For each and every other loss not n	pentioned above	250	400	400

SECTION 2 - PERSONAL ACCIDENT

If the Insured shall suffer bodily injury whilst in the Insured Premises caused by violent external and visible means and sustained as a result of fire or caused by thief and if such bodily injury shall within twelve (12) calendar months result in death or Permanent Total Disablement, CMI will pay compensation as stated in the Schedule to the Insured or the Insured's personal representatives in case of his death.

For the purpose of this Section, the Insured shall be deemed to include the spouse and children of the Insured normally living with the Insured in the Insured Premises.

For the purpose of this Section, Permanent Total Disablement shall mean:

- (a) total paralysis;
- (b) total and permanent loss of all sight in one or both eyes;
- (c) total loss by physical severance or total and permanent loss of use of
 - (i) one or two limbs;
 - (ii) one or both hands;
 - (iii) arm above the elbow;
 - (iv) arm at or below the elbow;
 - (v) leg above the knee;
 - (vi) leg at or below the knee.

EXCEPTIONS TO SECTION 2

CMI will not pay for loss caused by or contributed to:

- (a) intentionally self-inflicted injuries, suicide (whether felonious or not) or any attempt thereat, while sane or insane;
- (b) any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound; venereal disease, or any disease; hernia however caused;
- (c) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof however caused:
- (d) pregnancy, childbirth, miscarriage notwithstanding that such loss may have been accelerated or induced by accident;
- (e) pre-existing physical or mental defect or infirmity;
- accident occurring while the Insured Person is engaging in navy, military or airforce training or in the service or duty with the police or the armed forces of any country;
- (g) intoxication by alcohol, narcotics or drugs not prescribed by legally qualified physician, and treatment in connection with addiction to drugs or alcohol;

SECTION 3 - PERSONAL LIABILITY

CMI will indemnify the Insured, up to the amount stated in the Schedule for any one occurrence or in the aggregate any one year irrespective of how many insurance policies regarding liability the Insured may have with CMI simultaneously, against all sums for which the Insured may be legally

- (a) as a private householder occupying the Insured Premises
- (b) as owner of the Insured Premises
- (c) in any other personal capacity within the Geographical Area or worldwide during a temporary visit not exceeding sixty (60) consecutive days each visit

in respect of:

- accidental bodily injury (whether fatal or not),
- (ii) accidental damage to property

occurring in or about the Insured Premises or elsewhere in the world during the Period of Insurance, including all costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the written consent of CML

In the event of the death of the Insured CMI will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the Limitations of this Section provided that such personal representatives shall as though they were the insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply. For the purpose of this Section, the Insured shall be deemed to include the spouse, children and parents of the Insured normally living together with the Insured in the Insured Premises

CMI is entitled to pay at any time to the Insured the Limit of Indemnity or any lesser amount for which any claim or claims can be settled and upon such payment, CMI shall relinquish conduct and control of and be under no further liability hereunder in connection with such claim or claims except for costs and expenses incurred with the written consent of CMI in respect of the conduct of such claim or claims before the date of such payment.

EXCEPTIONS TO SECTION 3

CMI shall not be liable in respect of:

- bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured;
- damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured;
- bodily injury or damage arising out of or incidental to: (c)

 - the Insured's employment, profession or business, the ownership, possession or use of lifts, elevators, hoisting equipment, motor vehicles, watercraft, aircraft;
- any judgement which is not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area;
- any liability which attaches by virtue of an agreement but which would not have attached in (e) the absence of such agreement;
- nuisance or any deliberate act of any person whatsoever:
- ownership, occupation or use of any land or building other than the Insured Premises (q) specified in the Schedule:
- ownership, possession or use of any animal other than domestic dog or cat:
- repair or maintenance cost arising from wear and tear or making good of the Insured Premises irrespective of whether the insured is legally liable for such costs under the terms of any tenancy agreement:
- fines, penalties, punitive or exemplary damages.

SECTION 4 - 24-HOUR HOME EMERGENCY ASSISTANCE HOTLINE

[Benefits indicated below ONLY apply to policy of Luxury Plan and Superior Plan]

CMI, through the service of Inter Partner Assistance Hong Kong Limited (IPA), will provide assistance to the Insured of Luxury Plan and Superior Plan in case of the following home emergency situations:

Electrical Assistance

IPA will arrange for a registered electrician to repair the defect of the electrical system (main switch failure and electrical socket) in the Insured Premises.

In the event of clogging of the water supply system or water pipe bursting in the Insured Premises, IPA will arrange a licensed plumber to repair the water supply system.

Locksmith Assistance

If the Insured cannot access the Insured Premises by reason of being locked accidentally outside his residence, IPA will arrange for a locksmith to gain access to his residence.

General Repair on Household Items

Upon the request of the Insured, IPA will as far as possible to arrange the relevant contractor to provide service to the Insured for his household problem like failure of electrical appliances, broken window.

Baby Sitting / Nursing Referral

Upon the request of the Insured, IPA will arrange for a baby sitter or domestic helper to take care of the Insured's child(ren) or other family member during the Insured's absence. A qualified nurse can also be sent to the Insured Premises to tend to the needs of any person specified by the Insured.

Temporary Domestic Helper Referral

IPA can assist the Insured to arrange a temporary local domestic helper while the Insured has a tentative need of domestic helper or during domestic helper's absence.

Pest Control / Cleaning Referral

Upon the request of the Insured, IPA can arrange a company specialised in pest controller to deal with the pest problem in the Insured Premises or a cleaning company to assist the Insured to clean his residence.

IMPORTANT

- The Insured must quote his name and Policy Number for verification upon calling the Hotline.
- No assistance services will be rendered for a breakdown which happened in another residence than the Insured Premises specified in the Policy.
- For benefits 4.1, 4.2, 4.3 and 4.4, assistance services must be provided in the presence of
- IPA will make endeavour to assist the Insured to obtain the time and charge or fee of the service from the service providers before dispatching the supplier to render the services.
- 5 All costs incurred of the requested service will be at the expense of the Insured. The use of the service arranged is at the Insured's own accord.
- No responsibility shall be held by CMI or IPA for delay, failures or any Losses arising from the use of the above service.

GENERAL EXCEPTIONS

applicable to the whole Policy

1. This insurance does not cover:

- (a) any Losses occasioned by or through or in consequence directly or indirectly of
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war:
 - (ii) mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

In any action, suit or other proceeding where CMI alleges that by reason of the provisions of this General Exception any Losses are not covered by this insurance, the burden of proving that such Losses are covered shall be upon the Insured.

- (b) any Losses occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Household Contents 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 are situated.
- (c) any Losses directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - nuclear weapons material;
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear
- (d) any Losses caused by or resulting from unexplained or mysterious disappearance
- (e) consequential loss or damage of any kind except as otherwise provided in this Policy.
- any Losses directly or indirectly caused by or arising from or in consequence of or contributed to by asbestos in whatever form or quantity.

- (g) any Losses occasioned by or through or in consequence directly or indirectly of pressure waves caused by aircraft and other aerial devices.
- (h) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance:
- the cost of removing, nullifying or cleaning-up seepage, pollution or contamination substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance
- (j) any deliberate act or neglect of the Insured.

2. Terrorism Exclusion Endorsement

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly

or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

3. Terrorism Exclusion Clause for Contamination and Explosives Endorsement

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

- (a) biological or chemical contamination
- (b) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 the public, in fear.

For the purpose of (a) 'contamination' means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

4. I.T. Clarification Clause

It is hereby noted and agreed that property damage covered under this insurance 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 exclusion, 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.

5. Date Related Performance and Functionality Clause

This Policy does not cover Losses directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000

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

however this exclusion shall not apply to any claim for subsequent loss destruction or damage to any property or consequential loss which itself results from a Defined Perils but only to the extent that such claim would otherwise be insured under this Policy.

For the purpose of this Clause, Defined Perils shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot. civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or vessel or by goods falling therefrom or animal.

Subject otherwise to the Terms, Conditions & Exceptions of this Policy.

CONDITIONS

applicable to the whole Policy

1. Identification

This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

2. Policy Voidable

This Policy shall be voidable by CMI in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.

3. Change in Risk

During the currency of this Policy the Insured must advise CMI of any change in the occupation of the Insured Premises or any circumstance which would increase the possibility of Losses covered under this Policy.

4. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if any claim made be in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
- (c) if any Damage is caused by the wilful act or with the connivance of the Insured,
- (d) if the Insured or any person acting on his behalf shall hinder or obstruct CMI in the exercise of its rights;
- (e) in respect of any claim made and rejected if an action or suit be not commenced within twelve (12) months after such rejection;
- (f) in respect of any claim where arbitration takes place pursuant to Condition 14 of this Policy and an action or suit be not commenced within twelve (12) months after the making of an arbitration award;
- (g) in respect of any claim where settlement proposal has been offered by CMI to the Insured and thereafter no action or reply be received from the Insured within twelve (12) months after such offer.

5. Money Back Guarantee

If after examining this Policy the Insured is not satisfied entirely, the Insured may return this Policy together with evidence of payment (e.g. premium receipt) to CMI within 30 days from the date of issue for cancellation and for full refund of premium paid. Under no circumstance should CMI be liable to pay any compensation in respect of a Policy so cancelled.

6. Reasonable Precautions

The Insured shall:

- (a) use all reasonable diligence and care to keep the Insured Premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and CMI shall not be liable for any Losses caused by a defect which the Insured has failed to remedy after having received notice of such defect either from CMI or any person or public body;
- (b) exercise all reasonable precautions for the maintenance and safety of the property insured under Section 1.

7. Claims (Action by the Insured)

In the event of any happening which may give rise to a claim under this Policy, the Insured or the Insured's personal representatives shall:

- (a) give immediate notice in writing to CMI;
- (b) give immediate notice to the police of any Loss by deception, theft, burglary or any attempt thereat, malicious acts or riot or civil commotion, and provide to CMI with the police report;
- (c) at the Insured own expense supply CMI with full particulars in writing as soon as possible not later than thirty (30) days after the occurrence of the Loss;

- (d) if a claim may arise under Section 3, send to CMI immediately any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable CMI to settle or resist any claim or to institute proceedings;
- e) not incur any expense in making good any loss or damage without the written consent of CMI and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent:
- (f) give CMI all such information as CMI may reasonably require.

8. Possession Rights

In so far as concerns Section 1, on the happening of any loss or damage, CMI and any person authorised by CMI may without hereby incurring any liability or diminishing any of CMI 's rights under this Policy:

- (a) enter any building where the loss or damage has happened;
- (b) take or keep possession of the property insured;
- (c) deal with the salvage in a reasonable manner;

but no Property may be abandoned to CMI whether taken possession of by CMI or not.

9. Option to Reinstate

In so far as concerns Section 1, CMI may at its option, repair or replace the property lost or damaged, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other persons companies or insurers in so doing, but CMI shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall CMI be bound to expend more in repair than it would have cost to repair such Property as it was at the time of the occurrence of such Damage, nor more than the sum insured thereon.

If CMI so elects to repair or replace any property, the Insured shall at his own expense furnish CMI with such plans specifications measurements quantities and such other particulars as CMI may require, and no acts done or caused to be done by CMI with a view to repair or replace shall be deemed an election by CMI to repair or replace.

If in any case CMI shall be unable to repair or replace the property because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, CMI shall, in every such case, only be liable to pay such sums as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

10. More than One Policy

The Insured shall not be insured for the same premises under more than one Home Contents Insurance Policy issued by CMI. In the event of the Insured Person being insured under more than one such Policy, CMI will consider the Insured to be insured under the Policy which provides the largest amount of benefit. CMI will refund any excess insurance premium payment which may have been made by the Insured.

11. Contribution

In so far as concerns Sections 1 and 3:

- (a) If at the time of any Losses, there be any other insurance effected by or on behalf of the Insured against such Losses, the liability of CMI hereunder shall be limited to its ratable proportion as the sum hereby insured or the Limit of Liability hereby bears to the total sums insured or the total Limits of Liability of all insurances covering such Losses.
- (b) If any such other insurance is expressed to cover any of the Losses, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the Losses, the liability of CMI hereunder shall be limited to such proportion of the Losses as:
 - (i) the sum hereby insured bears to the total value at risk regarding Household Contents under Section 1 respectively;
 - (ii) the Limit of Liability hereby bears to the total Limits of Liability of all insurances regarding liability under Section 3.

12. Subrogation

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

13. Cancellation

This Policy may be terminated:

- (a) at any time by the Insured on notice to that effect being given in writing to CMI, in which case CMI will retain the customary short period rate for the time the Policy has been in force or the customary minimum premium of HK\$400 whichever is the greater amount;
- (b) by CMI on notice seven days' advance notice to that effect being given in writing to the Insured's last known address, in which case CMI shall be liable to repay on demand a

ratable proportion of the premium for the unexpired term from the date of the

14. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

15. Rights of Contract Third Parties

Any 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.

END

家居財物全險中文譯本

(此譯本僅供參考,如與英文原文有歧異,概以英文本爲準)

■ 請受保人細閱保險單內所載各節,如需修正請卽時提出 ■

定義

除有關項目中另附加的含義外,本保險單中所使用的以下詞彙應具有下述含義:

樓宇結構改造

樓宇結構或天花板任何經受保人改造的部分,包括:

- a` 天花板覆蓋物
- 牆面覆蓋物;
- 地板覆蓋物;
- 牆腳線;
- e)窗;

地理區域

中華人民共和國香港特別行政區。

家居財物

於受保人或慣常與其一起居住的家庭成員的傢俱、家用物品、個人物品,以及 屬於受保人之財物的固定設備和裝置或者依法其應承擔責任的財物,但不包括:

- a) 契約、債券、匯票、本票、支票、旅行支票、有價証券、現金、紙幣、手稿 、獎章、硬幣、郵票、任何類型的文件或電腦資料、食品,除非承保表中另 有說明:
- b) 自行車、機動車輛、船、飛機或船隻及其配件:
- 手提電話、傳呼機、手提電腦及其類似物品;
- 電燈泡和/或電閥門; d)
- 使用中的運動設備、眼鏡、隱形眼鏡、假牙及義肢;
- 擁有或用作專業用途或商業用途的設備,商業產品或樣本;
- g) 家畜、寵物及動物;
- h) 植物、樹木、山坡及其類似物品;

- i) 放置在屋頂、陽台、露台、平台、台階、前院、車庫及一般空曠地方上的財
- 初, 該建築物的結構或天花板的任何部分、牆紙和其類似物品,或電視機和收音 機的外部天線、天線設備、天線杆和天線塔;
- k) 已於另一份保險單具體地承保的財物

損失

指任何事故、損失、損毀、費用、責任或人身損害。

金錢

、貨幣及硬幣但只限於其面額價值,一切相關的紀念價值,古董或者稀有價 現金 值則不能計算在內

保險期限

(FK放例) 括招商局保險有限公司同意接受承保,並於承保表中載明的期限,而且受保人已 繳付或同意繳付該受保期限的保賣。

<mark>條款</mark> 指本保險單中包含或附加的條款、不保條款及條件。

無人居住

受保物業的配置不足以用作正常起居生活的用途;或 受保物業已連續四十五天以上無人居住。

水晶、古董、古董書、皮草、樂器(鋼琴除外)。

鑑於承保表內所載的受保人,已填妥投保書及聲明書,向招商局保險有限公司(以下稱之為"招商局保險")投保下列保險,並且已經繳付或同意繳付在承保表所載明的保費,亦同意其投保書及聲明書乃本保險合約的基礎而且會被視為本合約的一個組成部分。

本保單茲証明:對於承保表內載明保險期間發生的事件應根據本保險單的條款處理。

以受保人已遵守和履行本保險單任何有關應做或應遵守的條款,及上述投保書和聲明書的陳述及作答均屬眞實無訛,作爲招商局保險承擔保險賠償責任的先

第一部分 - 家居財物

[下述個別保障範圍可能不適用於所選擇計劃,除非對應的保障額列明於本 部分最後的責任限額表內。]

招商局保險將根據本保險單的條款,以現金支付、修理、復原或更換的方式 ,賠償受保人因以下事件而遭受的損失:

1.1 承保表內所列明受保物業內的家居財物遭受意外的實質性損失或損毀, 惟招商局保險就任何單一物件、任何一次損失事故或任何受保一年內的 賠償限額將不超過列明於本部分末的責任限額表內的保障額。

若受保物業出租予受保人之外的任何人,招商局保險只賠償直接由火災 、閃電、爆炸、盜竊、盜竊未遂、地震、飛機或其航空裝置或其物件的 墜落、被第三者的汽車或由其墜下之貨物或動物撞擊、暴亂、工潮、颱 風、暴風或洪水、受保物業內供水系統或裝置的穿漏或溢水或漏水引起 的損失。

- 1.2 由本保險單所承保的損失或損毀而導致受保物業不適宜居住,受保人在 其恢復原狀的必要時期內,實際支付租住暫時居所的合理費用,惟招商 局保險的責任將不超過列明於本部分末的責任限額表內就每日、每次損 失或每年的賠償限額。
- 1.3 因爆竊或爆竊未遂導致受保物業的門鎖和/或窗鎖損毀,其更換品質類 似而不優於原有門鎖和/或窗鎖的費用,惟招商局保險的責任將不超過 列明於本部分末的責任限額表內的賠償限額。
- 1.4 由於以下原因導致受保人冷藏箱內的冷藏食物變壞而需更換的費用 a) 冷藏箱意外失靈,以該冷藏箱的機齡不超過五年爲條件和儘管下述 1(c)不保事項中另有說明;
 - b) 電力或氣體供應意外地中斷,惟該供應中斷並非由受保人或有關的公 用事業公司的故意行為所造成

惟招商局保險的責任將不超過列明於本部分末的責任限額表內的賠償限 額。

- 1.5 於受保物業內因盜竊或爆竊導致個人現金的損失,惟招商局保險的責任 將不超過列明於本部分末的責任限額表內的賠償限額。
- 1.6 於受保物業內因盜竊或爆竊導致信用咭丢失而被盜用的損失,惟招商局 保險的責任將不超過列明於本部分末的責任限額表內的賠償限額。
- 1.7 於受保物業內因盜竊或爆竊導致個人証件,包括香港身份証、護照、駕 駛執照、銀行提款咭或信用咭的損失或損毀而需補領該証件的費用,惟 招商局保險的責任將不超過列明於本部分末的責任限額表內的賠償限額
- 1.8 家傭的個人財物在受保物業內遭受意外的實質性損失或損毀,惟招商局 保險就任何單一物件、任何一次損失事故或任何受保一年內的賠償限額 將不超過列明於本部分末的責任限額表內的保障額。
- 1.9 受保人於受保物業內被劫匪或強盜弄致身體受傷,需接受診治而引致的 合理醫療費用,惟該傷勢必須經註册醫生診斷並給予受保人不少於連續 三天的病假,而招商局保險的責任將不超過列明於本部分末的責任限額 表內的賠償限額。
- 1.10受保人由於本保險單承保受保物業內的損失或損毀而引致清理殘骸瓦礫 的必需費用,惟招商局保險的責任將不超過列明於本部分末的責任限額 表內的賠償限額。
- 1.11家居財物因要進行清潔、修理、維修或類似的目的而需臨時搬離受保物 業至其他物業存放,存放期間及其運送往返途中遭受意外的實質性損失 或損毀,惟家居財物臨時存放於其他物業的期間以三十天爲限,臨時存 放的地點及經由公路、鐵路、公共渡輪的運輸必須在本保險單規定的地 理區域範圍內,而本節就每單一物件、每一次損失事故或每受保一年內 的可索償限額將不超過列明於本部分末的責任限額表內的保障額。

本節所述保障與下述第1.12節的保障不同,且彼此獨立。

1.12家居財物由受保物業搬運至受保人新居途中遭受意外的實質性損失或損毁 惟受保人的新居必須位於本保險單規定的地理區域範圍內,該搬運必 須經由專業搬運公司處理,而招商局保險就每單一物件、每一次損失事 故或每受保一年內的賠償限額將不超過列明於本部分末的責任限額表內 的保障額。

木節所述保障與上述第1 11節的保障不同,日德此獨立。

- 1.13受保物業內的樓宇結構改造遭受意外的實質性損失或損毀,惟招商局保險 就任何單一物件、任何一次損失事故或任何受保一年內的賠償限額將不 超過列明於本部分末的責任限額表內的保障額。
- 1.14 受保人新居內的家居財物遭受意外的實質性損失或損毀,惟家居財物存放 於新居的期間以受保人獲取該物業的日期起計三十天爲限,受保人的新 居必須位於本保險單規定的地理區域範圍內,而招商局保險就任何單一 物件、任何一次損失事故或任何受保一年內的賠償限額將不超過列明於 本部分末的責任限額表內的保障額。
- 1.15於進行室內裝修工程期間,受保物業內的家居財物遭受意外的實質性損失 或損毀、室內裝修工程是泛指由外判的承建商於受保物業內執行的工程 ·包括加建、修改和維修、儘管下述不保事項1(g)中另有說明,惟有關 工程合同的總金額以不超過港幣五萬元爲限和招商局保險就每單一物件 、每一次損失事故或每受保一年內的賠償限額將不超過列明於本部分末 的責任限額表內的保障額。

本節所述保障亦適用於受保人在本保險單規定的地理區域範圍內的任何新 居, 受保期限以受保人獲取該物業的日期起計三十天或完成所有室內裝 修工程常日,以較早者為準。

就本節而言,保障並不適用於有關工程所包括的物料或額外添置的財物 ,除非該工程已經完成,並且額外添置財物的價值已聲明算入在本保險單 所承保的保險全額內。

賠款準則

對於承保的起因引致的索償,招商局保險可選擇以現金或以下流的方法賠款:

- (a) 以重置賠款,指賠償修理損毀財物所需的費用,或若財物遭偷竊或無法修 補時,購置同類型而相似但並不優於原有品質的新物品所需的費用;
- (b) 補償賠款準則將會應用於下述情況,指相等於物品自然損耗的金額會從修 理捐毁或購置捐失財物所需的費用中扣減,如果:
 - 索償物品屬於衣物、皮草、家居布藝製品、窗廉、傢俬布藝裝潢;
 - (ii) 受保人選擇不作重置、修理或更換有關家居財物。

如果任何受保物品本身原是屬於一對或一套的組合,招商局保險將不會賠償超 過有關損失物品的個別價值,也不會賠償超過該物品相對於所屬組合部分的比 例價值,且不會參考該損失物品可能對於整套組合有著任何特別的價值。

第一部分的不保事項

- 招商局保險將不賠償由下列原因引起的可促成的損失可損毀:
 - (a) 樓字結構缺乏保養、樓字結構性缺陷;
 - (b) 磨損、損耗、蛾害、害蟲、昆蟲、潮濕、生鏽、腐朽、腐蝕、收縮 、蒸發、重量損失、污染、味道或顏色或漆面質地改變、光線或大
 - (c) 雷力可機械故障可錯割;
 - (d) 錯誤使用或不按照製造商的指示使用,材料、圖表或規格上的固有 缺陷或設計失當;
 - (e) 受保人所擁有的家畜;
 - (f) 塌陷、剔茨或刮擦;
 - (g) 任何洗滌、漂染、修復、重新設計、修理、重建的過程;
 - (h) 盜竊或爆竊
 - (i) 在沒有得到招商局保險書面同意的情況下,若受保物業超過 連續四十万天無人居住;
 - 若受保物業或其部分借出或出租予他人,除非透過使用暴力 進入該物業之盜竊則不在此限;
 - (iii) 使用欺騙手段,除非透過使用欺騙手段進入該物業之盜竊則 不在此限;
 - (iv) 若盜竊或爆竊並非透過使用強行或暴力手段以進出受保物業
 - (i) 任何有關水的滲漏,除非滲漏是由雨水造成,而雨水是由颱風或暴 風的力量直接在樓宇結構上造成的缺口引入物業而導致的損失;
 - (i) 受保人任何蓄意的行爲或忽視
 - (i) 在沒有得到招商局保險書面同意的情況下,若受保物業連 續四十五天以上無人居住; (ii) 由合法進入物業的人仕造成;
 - (k) 污染或沾染、除非該損失是由本保險單所承保的風險造成。
- 在沒有得到招商局保險書面同意的情況下,受保物業連續四十五天以上 無人居住期間的任何家居財物的損失或損毀,除非該損失或損毀是由火 災、閃電、爆炸、地震、颱風、暴風、水管破裂、洪水引起的。
- 列明於本部分末的責任限額表內的自負額,自負額是指受保人於每一個 別確定的損失事故中需要自己負責的第一筆款額。至於涉及有關由颱風 、暴風、洪水、地震、山泥傾瀉或其他自然天災風險引起的損失,此自 負額會於此保險單受保期內每一個別連續七十二小時時期分開作每一個 別的損失事故計算。若損失同時地涉及本部分多個個別保障事故的多個 自負額,則自負額只以款額較高者計算一次,而無需按每事故分開計算 ,但招商局保險有權就所屬事故的自負額計算作決定。

責任限額表

			經濟版 (港幣)	全面版 (港幣)	豪華版 (港幣)			
第一部	第一部分 - 家居財物							
7 .	家居財物損失或損毁 任何一次損失和每一年保險期限 (限額已包括以下第1.2節至第1.15節所 任何單一十二十五十二十五十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	有保障範圍)	1,000,000 150,000 10,000 100,000	1,000,000 150,000 10,000 100,000	1,500,000 150,000 15,000 150,000			
1.2	暫時居所	每天的限額 每次損失和每年的限額	1,500 62,500	1,500 62,500	1,500 90,000			
1.3	門鎖和窗鎖	每次損失和每年的限額	2,500	2,500	3,000			
1.4	冷藏食物	每次損失和每年的限額	6,250	6,250	9,000			
1.5	個人現金	每次損失和每年的限額	-	2,000	3,000			
1.6	信用咭保障	每次損失和每年的限額	-	2,000	3,000			
1.7	補領個人証件	每次損失和每年的限額	-	1,000	1,500			
1.8	家傭財物	任何單一物件 每次損失和每年的限額	-	1,000 5,000	1,000 7,500			
1.9	遇劫受傷	每次損失和每年的限額	-	2,000	3,000			
1.10)瓦礫清理	每次損失和每年的限額	-	10,000	15,000			
1.11	財物暫時搬遷	任何單一物件 每次損失和每年的限額		5,000 50,000	5,000 75,000			
1.12	2 搬遷居所	任何單一物件 每次損失和每年的限額	-	5,000 100,000	5,000 150,000			
1.13	3 家居樓宇結構改造	任何單一物件 每次損失和每年的限額	10,000 50,000	30,000 150,000	30,000 200,000			
1.14	新居保障	任何單一物件 每次損失和每年的限額		2,000 50,000	2,000 75,000			
1.15	5 室內裝修	任何單一物件 每次損失和每年的限額	-	2,000 50,000	2,000 75,000			

	經濟版 (港幣)	全面版 (港幣)	豪華版 (港幣)
自負額			
有關財物遷移的每一個別損失 (第1.11節和第1.12節)	沒有承保	900	900
有關新居的每一個別損失 (第1.14節)	沒有承保	1,500或經核 實後損失的10% (以較高者爲準)	1,500或經核 實後損失的10% (以較高者爲準)
有關室內裝修的每一個別損失(第1.15節)	沒有承保	1,500或經核 實後損失的10% (以較高者爲準)	1,500或經核 實後損失的10% (以較高者爲準)
有關水浸、颱風、暴風、洪水、地震、山泥傾瀉或其 他自然天災風險引起的每一個別損失	250	900	900
除以上所列其他的每一個別損失	250	400	400

第二部分 - 個人意外

若受保人於受保物業內由於竊賊或火災的事故起因,遭受暴力、外來及可見 的力量引致並造成持久性的身體損傷, 而該身體損傷直接導致受保人在有關 事故發生的十二個月內死亡或永久性完全傷殘, 招商局保險會根據承保表內 的賠償限額賠償予受保人,或在受保人已身故的情況下賠償其個人代表。

就本部分而言,受保人包括慣常與其一起居住於受保物業的配偶及子女。

就本部分而言,永久性完全傷殘指:

- (a) 完全癱瘓;
- (b) 單目或雙目永久性完全失明;
- (0) 下述身體的部分與身體分離導致完全殘缺或永久性完全喪失其使用能
 - (i) 單肢或雙肢;
 - (ii) 一隻或兩隻手掌;
 - (iii) 肘以上的手臂;
 - (iv) 位於肘或肘以下的手臂;
 - (v) 膝以上的腿;
 - (vi) 位於膝或膝以下的腿。

第二部分的不保事項

招商局保險將不賠償由下列原因引起的或促成的損失:

- (a) 無論當時在神智清醒或精神失常的情況下, 蓄意性的自殘、自殺(不論 屬於犯罪與否)或做出任何企圖威脅自身的行為
- (b) 任何細菌感染,但因意外造成切口或傷口後而引致的細菌感染則除外; 性病,或其他任何病症;無論甚麼原因導致的疝氣;
- (c) 人體免疫力缺乏病毒(HIV)和/或任何與HIV相關的疾病,包括:後天免 疫力缺乏綜合症(愛滋病)和/或因任何相關突變的衍生物所致的疾病或變 化;
- (d) 懷孕、分娩、流產、儘管該損失也許由意外促使或引致;
- (e) 投保前已存在的身體或精神上的缺陷或病症;
- (f) 當意外發生時, 受保人正在參與海、陸、空軍訓練, 或履行任何國家的 警方或軍事的任務
- 醉酒、使用並非由合法註册醫生處方的麻醉劑或藥物,接受和毒品或酒精成癮有關的治療。

- 個人責任 第三部分

不論受保人是否同時地持有多份招商局保險承保有關法律責任的保險單「招 商局保險將以任何一次事故或任何一年總計爲限,根據承保表內的賠償限額 賠償予受保人,補償其可能就下述情況下需要承擔法律責任而支付的金額

- 作爲佔用受保物業的個人住戶
- (b) 作爲受保物業的物業持有人
- 以任何其他的個人身份於本保險單規定的地理區域範圍內或於世界各 地作短暫逗留不超過連續六十天期間內引起的法律責任

造成

- (i) 他人意外的身體損傷(無論致命與否)
- (ii) 他人意外的財物損毀

發生於保險期內在受保物業裏或其附近或世界其他地方,費用包括任何索賠 人工可向受保人索賠的一切費用,以及經招商局保險書面同意的一切開支及 春田。

若受保人已身故,招商局保險將跟據本條款範圍,給予受保人代表就受保人 生前所產生的責任作出保障,惟該等代表應視己爲受保人並遵守、履行和受 約束於本保險單適用的條款。就本部分而言,受保人應視爲包括慣常與其-起居住於受保物業的配偶、子女和父母

招商局保險有權於任何時間支付受保人相等或不多於受保責任的金額,及在 該金額支付前引起之相關訴訟費用及支出,以解決索賠的要求。在支付該金 額之後,招商局保險將放棄對該索賠要求的處理和控制權利,並對該項索賠 不承擔進一步的責任。但在支付該金額前處理相關索賠時已得到招商局保險 書面同意的開支及費用則除外。

第三部分的不保事項

招商局保險將不負責賠償以下損失:

- (a) 任何人身爲受保人的家庭成員或住客或在受傷時受僱於或正爲受保人工作 的人員的人身損傷;
- (b) 受保人或其家庭成員或其他住客或爲受保人服務的人員所擁有、保管或控 制的財物的捐毁;
- (c)由於以下原因引起或相關發生的人身損傷或財物損毀:
 - (i) 受保人的工作,職業或生意;
 - (ii)擁有、佔有或使用升降機、扶手電梯、起重機、車輛、船隻、飛機;
- (d) 非由本保險單規定的地理區域範圍內具司法管轄權的法院初審時作出或獲 得的判決;
- (e)任何由協議所產生的責任,而該責任如沒有簽訂協議的情況下是不會產生
- (f)任何人的滋擾或故意行為;
- (g)擁有、佔用或使用任何土地或樓宇,承保表中載明的受保物業除外;
- (h) 擁有、佔有或使用任何動物,家犬或家貓除外;
- (i)因損耗或修復受保物業而引起的維修或保養費用,無論受保人是否需要就 任何租約上的條款而需要承擔此法律責任:
- (j)罰款、處分、懲罰或懲戒性的損失。

第四部分 - 24小時家居緊急支援熱線

(下述保障只適用於豪華版和全面版計劃)

招商局保險會透過國際救援(亞洲)公司(IPA)的服務,爲豪華版和全面版計 劃的受保人在遇到下述家居緊急情況時提供援助:

- 雷丁轉介
 - IPA將會安排註册電工修理受保物業內電力系統的故障(主掣和電插座故
- 水管系統維修轉介
 - 若受保物業內的供水系統淤塞或水管爆裂,IPA將安排得到許可的水管工 人維修供水系統。
- 鎖匠轉介 若受保人意外地反鎖屋外而不能進入受保物業,IPA將安排鎖匠協助其返 回住所。
- 一般家居維修轉介
 - IPA 將按照受保人的要求,盡可能地安排相關承辦商處理受保物業內的家 居疑難,如電器故障、窗戶破碎。
- 4.5 小童看護/護理轉介 IPA將按照受保人的要求,於受保人外出時,安排臨時看護或家傭照護受 保人的子女或其他家庭成員。或可安排合資格護士到受保物業中照料受保 人指定的有需要人仕。

- 4.6 臨時家傭轉介
 - 當受保人有暫時性的需要或在其家傭缺席時,IPA可協助受保人安排臨時的本
- 4.7 滅蟲/清潔服務轉介 IPA可按照受保人的要求,安排專業滅蟲公司到受保物業內解決蟲患問題或安 排清潔公司協助受保人清潔家居。

- 1. 受保人致電支援熱線時,必須提供其姓名及保險單號碼,以便核實資料。
- 2. 除在保險單內載明的受保物業發生的故障外,其他物業內發生的故障將不獲援 助服務。
- 3. 涉及保障4.1、4.2、4.3及4.4的援助服務,受保人必須在場。
- 4. IPA 會盡力協助受保人於接受供應者服務前,取得服務供應商的服務時間和收 賣或服務費用的資料。
- 5. 使用安排的服務純粹是受保人的個人決定,受保人必須支付其要求服務所需的 一切費用。
- 6. 招商局保險和IPA將不會承擔就使用上述服務而引起的延誤、故障及任何損失。

一般不保事項

■適用於整份保險單■

本保險單不保障以下損失:

- (a) 因下列任何事故或其直接或間接結果而引致之任何損毁:
 - 戰爭、侵略、外敵行為、戰鬥、或類似戰爭(不論宣戰與否)之 行動、內戰;
 - (ii) 謀反、暴亂、軍隊嘩變或民衆騷亂、起義、叛亂、革命、軍事 或篡權、戒嚴或圍困狀態,或任何事件引起公告或維持戒嚴或 圍闲狀態。

在任何訴訟或其他法律程序中,在招商局保險聲稱,根據此不保事 項條款的規定招商局保險不保障任何損失時,受保人應承擔該損失 屬於本保險單承保範圍的舉証責任。

- 由於受保物業所在的國家或地區的政府或者任何公共的、市政的或當 地的權力機構的命令依法或事實沒收、強徵、徵用、拆毀或損毀而 直接或間接引起的對家居財物造成的任何損失。
- 由於以下原因直接或間接造成、產生、導致或促成的任何損失:
 - (i) 任何核武器材料: (ii) 核子游離幅射、核子燃料或其燃燒而產生廢料所引致之幅射能 的沾染。上述核子燃料應包括自發的核子分裂在內。
- (d) 由於無法解釋或無故失蹤所造成的任何損失。
- 任何種類或形式的後果損失或損毀,除非本保險單另有說明。
- 任何種類或份量的石棉直接或間接造成、產生、導致或促成的任何損
- 中飛機和其他航空裝置所引致的壓力音波的直接或間接結果而引致之 (q) 任何損失。
- (h) 由於滲漏、污染或沾染的原因直接或間接造成的身體損傷、財物損失 、損毀或失去功用的損失;但若滲漏、污染或沾染的事件是突然的 、非故意的和不能預計地發生在本保險的期限內,而造成的身體損 傷責任、或財物實質性損失或損毀或實物的破壞或毀壞的損失則不 在此限。
- 有關搬離、棄置或清理滲漏、污染或沾染物質的賣用;除非該滲漏、 污染或沾染的事件是突然的、非故意的和不能預計地發生在本保險 的期限內。
- (j) 受保人任何蓄意的行爲或忽視。

2. 恐怖主義條款

儘管本保險或任何附帶的批單有對立的條款,本保險不會負責任何直接或間 接由任何恐佈主義活動所引起、導致的損失、損毀、或相關的費用或支出 無論該等損毀是否由其他原因或事件同時或經任何時序引致。

就本條款而言,所指的恐怖主義活動是指任何人或任何人仕,無論單獨或 表有關任何組織或政府而作出的行為,該行為包括,但不限於使用武力或暴 力和/或威嚇的成份,而該行為是出於政治、宗教、意識形態或類似目的 包括任何意圖影響政府和/或使公衆或部份公衆恐慌的行為。

本保險亦不會負責任何直接或間接因控制、防範、鎮壓恐怖主義活動或任 與之有關的行動所引起、導致的損失、損毀、或相關的費用或支出

在招商局保險聲稱,根據此不保條款本保險單不保障任何損失 、揖鸮、武相 關的費用或支出時,受保人應承擔反証的責任。

本條款的任何部分若失效或無法執行時,其餘的部分會仍然生效

3. 生化恐怖主義條款

本保險不保障直接或間接由下列任何恐怖主義活動情況所引致或促成的任何 損失、損毀或費用:

- (a) 生物性或化學性污染
- (b) 導彈、炸彈、手榴彈、爆炸藥物

就本條款而言,所指的恐怖主義活動是指任何人或任何人仕,無論單獨或代 表有關任何組織或政府作出的行為,該行為包括,但不限於,使用武力或暴 力和/或威嚇的成份,而該行爲是出於政治、宗教、意識形態或類似目的, 包括任何意圖影響政府和/或使公衆或部份公衆恐慌的行為。

就本條款而言,上述(a)項中的"污染"一詞是指因化學和/或生物物質造成 的的污染、毒害,或阻礙和/或限制任何物品的使用能力。

在招商局保險聲稱,根據此不保條款本保險置不保隨仟何損失、損毁、或相 關的費用或支出時,受保人應承擔反証的責任。

4. 資訊科技條款

本保險同意承保的財物捐毀是指對受保財物本身的實質性捐毀。

財物本身的實質性損毀並不包括對電腦資料或軟件的損毀,尤其是因爲原有 電腦結構的刪除、腐壞、變形造成對資料、軟件及電腦程式的任何傷害性的 砂瓣。

- 本保險不承保由下列情況引致的損失: (a)電腦資料或軟件的損毀,尤其是因爲原有電腦結構的刪除、腐壞、變形 造成對資料、軟件及電腦程式的任何傷害性的改變,及由於這些損失或 損毀而引致任何營業中斷的損失。儘管如此,直接由受保財物本身的實 質性損毀而引致電腦資料或軟件的損毀則不在此限。
- (b) 電腦資料或軟件的功能、可用性、使用範圍的損毀,及由於這些損失或 損毀而引致任何營業中斷的損失。

5. 二千年問題條款

本保險單不保障任何直接地或間接地由電腦、資料處理設備或處理器、微形 晶片、集成電路或類似儀器或任何電腦軟件的故障、導致無法處理下述運作 而造成或構成或引致的損失,無論該等財物是否屬於受保人,及事件是否發 生在公元二千年之前、之內或之後:

- (a) 不能準確地識別公元日期;
- 由於不能識別公元日期,而無法讀取、儲存、保存、和/或正確地操作 (h)
- 、理解、處理任何資料或資訊或程式或指令: 由於電腦軟件內的程式運作出現錯亂,引致資料流失或無法在某指定 (c) 日期內讀取、儲存、保存或正確地處理任何資料;

但此不保事項並不適用於任何由列明風險引致的財物毀壞或損壞或後果損失 的索償。

就本條款而言,列明風險指火災、閃電、爆炸、飛機或其航空裝置或其物件 的墜落、暴亂、工潮、罷工工人、因工業行動引致閉廠的工人、任何參與工 潮的人仕、惡意破壞的人仕、盜竊、盜竊未遂、地震、地下火、風暴、暴風 雪、洪水、水箱或水管漏水、被任何車輛或船隻或由其墜下之貨物或動物撞 要是。

除此之外,一切以本保險單的款條、條件及不保事項爲依據。

基本條款

■適用於整份保險單■

本保險單及作爲保險單組成部分的承保表應視爲一完整之合約,凡任何在本 保險單或承保表內有其特定含義之詞或句均在其出現之處有其特定之含義。

保單作廢

如果受保人的任何實質資料中有誤報、偽報或漏報情況,則招商局保險可予 以本保單失效。

3. 風險改變

加本保險單所承保的風險,受保人必須通知招商局保險。

利益的喪失

- 以下任何情况將令本保險單的一切利益喪失:
- (a) 如有欺詐的賠償要求;
- (b) 如受保人或其代表以欺詐手段圖謀本保險單的利益;
- (c) 如任何的損毀乃受保人的故意或縱容行爲所致;
- (d) 如受保人或其代表妨礙或阻止招商局保險行使其權利;
- (e) 對於任何賠償被拒後十二個月內未有採取任何行動或訴訟; (f) 對於任何根據本保險單"基本條款"第14條仲裁賠償,而仲裁後十二個 月內未有採取任何行動或訴訟:
- (g) 對於招商局保險已向受保人作出賠償提案後的十二個月內, 受保人仍未 有採取任何行動或作出回覆。

受保人經細閱此保險單後如有不滿意,可於保險單簽發日期後的三十天內, 將保險單及付款証明(例如:保費收據)一起退回招商局保險,作爲取消保 險單及退還全數已繳交保賣的申請。在任何情況下,招商局保險不會就已取 消的保險單提供任何保障。

6. 合理預防措施

- (a) 採取一切合理謹慎的措施,使受保物業處於良好的維修狀態;如果發現受保物業存在任何缺陷,應盡快彌補缺陷,同時應按情況所需採取 額外的預防措施以防止受傷、損失或損毀;對於受保人在收到招商局 保險或其他人仕或公共機構有關該缺陷的通知後未能彌補該缺陷而造 成的任何損失,招商局保險將不予以負責。
- (b) 採取一切合理的預防措施以保証第一部分承保之財產的維護和安全。

7. 索賠(受保人的行動)

如果發生任何可能引起本保險單下索賠的事件,受保人或其個人代表應

- (a) 立即以書面通知招商局保險; (b) 如果發生由欺騙手段、盜竊、爆竊或盜竊爆竊未遂、惡意破壞的行動 或暴亂或民間騷亂等原因而導致任何損失,應立即報告警方,並將警 方發出的有關報告交子招商局保險: (c)在損失事件發生後三十天內盡快以書面向招商局保險提供全部的資料
- , 費用由受保人承擔;
- (d) 如果根據第三部分可能出現索賠要求時,應立即將針對受保人的任何 傳票、傳喚令或其他向受保人起訴之法律程序的文書交予招商局保險 ·並且應向招商局保險提供一切必要的信息和協助,以使招商局保險 能對任何索賠要求進行解決或抗辯或者起訴
- (e) 在未得到招商局保險書面同意的情況下,不得爲補償任何損失或損毀 而支出任何費用,並且不應在未經招商局保險同意的情況下對任何索 賠要求進行談判、付款、解決、承認或拒賠;
- (f) 向招商局保險提供其合理要求的任何信息。

8. 持有的權益

在與第一部分有關的情況下,在任何損失或損毀發生時,招商局保險及其 授權的任何人,有權在不承擔任何責任或在不減少招商局保險在本保險單 下任何權利的前提下可以

(a) 進入已發生損失或損毀的任何建築物;

- (b)接管或保存受保的財產;
- (c) 合理地處理有關財產的殘餘部分;

但無論財產是否已由招商局保險接管,均不得將該財產遺棄給招商局保險

恢復原狀的權利

在與第一部分有關的情況下,招商局保險或聯同其他人、公司或其他保險公司,可自由選擇修理或更換全部或任何部分之損毀來代替賠款,但招商 局保險則不擔保修理到絲毫無異,只可以在相當合理情形下修復回原狀, 而無論在任何情況下招商局保險都無須支付多過財產損毀時所需之修理費 用,亦不能超過該財產之保險金額。

如果招商局保險選定修理或更換任何財產,則受保人應自費提供招商局保 險所需之圖則、說明書、尺寸、數量以及其他本公司要求的細節,又招商 局保險擬修理或更換之行動不能當作招商局保險已決定修理或更換。

如果因爲有關現行街道分佈或房屋建築之法律或規則或其他事由引致招商 局保險不能修理或更換所保之財產,則招商局保險僅須給付法例許可下修 理或更換之費用。

10. 同時持有多於一份的保險單

得最高保障額的保險單爲根據,並退還受保人就其餘的保險單而多繳付的 額外保費。

11. 分攤賠償

在與第一和第三部分有關的情況下: (a) 發生損失時,如受保人或其代表另有其他保險承保該損失,招商局保 險僅負擔按照本保險單的家居財物承保金額佔所有保險單的家居財物 承保金額總和或本保險單的責任限額佔所有保險單的責任限額總和的 比例分擔損失。

- (b) 如果該其他保險另有條款規定不能與木保險共同分擔全部或部分損失或 按照比例分攤損失,則招商局保險僅負擔按照比例分攤損失之責任如下
 - 第一部分下,家居財物之承保金額佔全部相關財物之總值的比例
 - (ii) 第三部分下,本保險單的責任限額佔所有其他保險的責任限額總 和的比例。

12. 代位求償

受保人同意及須協助招商局保險自費行使關於其按照本保險單在支付賠款或 恢復原狀之後取得的代位求償權利而向第三者追償或追究責任之一切合理行 動,不論招商局保險在賠償以前或以後提出要求,受保人均應同意辦理或允 許招商局保險辦理。

13. 撤銷

本保險單可於下列情況下被取消

- (a) 受保人以書面通知招商局保險。保險單被取消後,招商局保險將按照現 行短期保賣率扣除有效期間之保費,或收取現行最低保費港幣400元,
- (b) 招商局保險以提前七日之取消通知書郵寄至最後所知受保人的地址。招 商局保險將按比例退還自保險單取消日起計之未到期保費。

14. 仲裁

如果對本保險單之賠償額發生爭議,該爭議應根據現行的仲裁法例來仲裁決 定。若雙方對選擇仲裁人或公斷人不能達成協議,則轉交到當時的香港國際 仲裁中心之主席評選。本保險單規定要首先獲得仲裁裁決方可對本保險單提 出法律訴訟。

15. 合約第三者權利

ロススーコにい 任何不是本保險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)強制執行本保險單的任何條款。

売

PERSONAL INFORMATION COLLECTION STATEMENT =

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

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

may be transferred to:

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

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

You have the right to obtain access to and to request correction of any personal information concerning yourself held by China Merchants Insurance Company Limited. Requests for such access can be made to the Data Protection Officer of China Merchants Insurance Company Limited.

■ 個人資料聲明 ■

閣下提供的資料,爲本公司提供保險業務所需,並可能使用於以下目的:

- 任何與保險或財務有關的產品或服務,或該等產品或服務的任何更改、變更、取消或續期;
- 任何索償,或該等索償的調查或分析; 行使任何代位權;及

可能移轉予

- 任何有關的公司・或任何其他從事與保險或再保險業務有關的公司・或與保險業務有關的中介人或索償 或調查或其他服務提供者,以達到任何上述或有關目的;
- 現存或不時成立的任何保險公司協會或聯會或類同組織(「聯會」),以達到任何上述或有關目的,或 以便「聯會」執行其監管職能・或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予 「聯會」的職能;及
- 或透過「聯會」移轉予任何「聯會」的會員,以達到任何上述或有關目的。

此外,在此授權招商局保險有限公司由「聯會」從保險業內收集的資料中查閱和/或核對閣下任何資料。

閣下有權查閱和要求更正由招商局保險有限公司持有有關閣下的個人資料,如有需要,可向招商局保險有限 公司資料保護主任提出。



Underwriting Agent:



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