



HOME INSURANCE POLICY

IMPORTANT NOTICE

This Policy is an important document. You are requested to examine it carefully, with particular attention to the detailed terms, exclusions and conditions. If anything is unclear, incorrect or it is not in accordance with your intentions, please contact us or your Insurance Broker/Agent immediately.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provided to The Tokio Marine and Fire Insurance Co. (HK) Ltd. ("the Company") is collected to enable the Company 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; and
- 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 of a claim or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("the 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;
- any members of the Federation by the Federation for any of the above or related purposes; and
- government agencies and authorities as required or permitted by law

Moreover, the Company 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, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Compliance Officer, 27A, United Centre, 95 Queensway, Hong Kong.

WHEREAS the Insured, by a Proposal and Declaration, has applied to The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and, unless particularly stated to the contrary, 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 specific meaning whenever it may appear.

GENERAL DEFINITIONS

Certain words in this Policy have specific meanings. Whenever these words are used this is what they mean.

You / Your

The Insured stated in the Schedule.

Your Family

Your spouse, children, parents and relatives who permanently residing with You.

We / The Company / Us / Our

The Tokio Marine and Fire Insurance Co. (HK) Ltd.

SECTION I – HOME CONTENTS

DEFINITIONS

Home

Your private dwelling at the premises stated in the Schedule comprising any building and outbuilding used for domestic purposes.

Contents

All Valuables, Household Improvements, furniture, furnishings, home appliances, household and personal effects belonging to You or Your Family or for which You or Your Family are responsible but excluding:

1. property used for business, trade or professional purposes;
2. livestock, pets and animals;
3. contact or corneal lenses;
4. mobile / portable radio telecommunication equipment and pagers;
5. securities and documents of any kind;
6. motor vehicles (except garden implements for Home use only), motorcycles, caravans, trailers or their spare parts and accessories;
7. watercraft (other than hand-propelled), hovercraft, boats and outboard motors or their spare parts and accessories;
8. aircraft or any aerial or spatial device and their accessories and spare parts;
9. Contents on roof or in open area;
10. any part of the structure of Your Home as defined under Section III (Buildings), other than Household Improvements.

Valuables

Jewellery, items of gold, silver or other precious metal, items of crystal and precious stones, watches, photographic equipment, binoculars, works of art, chinaware, curios, furs, musical instruments other than pianos.

Household Improvements

Improvements and betterment on walls, windows, ceilings, floors and doors for an amount not recoverable under other insurance(s), if any. Such improvements and betterment includes

1. those made by You, and
2. incidental loss of or damage to those made by previous occupiers in connection with the loss or damage covered by 1. above for an amount not exceeding 100% of the adjusted claim amount payable under 1. above.

Money

Cash, Cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, all held for social and domestic purposes.

Personal Effects

Articles of personal use specifically designed to be worn or carried, belonging to You or Your Family.

COVER

We will cover You or Your Family against unforeseen and sudden physical loss of or damage to Your Contents while in the Home unless the cause is excluded.

EXTENSIONS

Money In Home / Credit Cards

Loss or theft of Money, collection of stamps, coins or medals in Your Home or loss arising from unauthorised use of credit cards occurring within Hong Kong Special Administrative Region for an amount up to HK\$3,000 any one occurrence and in aggregate during each Period of Insurance.

Provided We do not cover loss:

1. which is not reported within twenty-four (24) hours of discovery to the police authority
2. caused by depreciation, confiscation or shortage due to errors or omissions;
3. arising from failure to observe the conditions of the issuer of the card or unauthorised use of the card by Your Family member and that Your loss can be recovered from any other source.

Locks Replacement

The reasonable cost incurred for the replacement and installation of windows and external door locks and/or keys of the Home with items that are similar but not better following loss of or damage to key or locks due to burglary or attempt thereof for an amount up to HK\$2,500 any one occurrence and in aggregate during each Period of Insurance.

Removal of Debris

The actual cost necessarily and reasonably incurred in the removal of debris including the removal of Contents whether damaged or not following destruction or damage due to an insured cause up to HK\$25,000 any one occurrence and in aggregate during each Period of Insurance provided that such cost is not recoverable under any other insurance policy.

Damage to Contents Temporarily Removed

Loss of or damage to Contents while temporarily removed from Your Home but within Hong Kong Special Administrative Region for storage, cleaning, renovation, maintenance, modification, repair, dyeing or other similar process up to HK\$50,000 any one occurrence and in aggregate during each Period of Insurance. Loss or damage caused by such processes is excluded.

Household Removal

Loss of or damage to Contents while in the course of removal by professional removers from Your Home to Your future residence within Hong Kong Special Administrative Region up to HK\$250,000 any one occurrence and in aggregate during each Period of Insurance but the first HK\$1,000 of each and every loss or damage is excluded.

Frozen Food and Drinks

The cost of replacing food and drinks which are spoilt in Your freezer unit up to HK\$5,000 any one occurrence and in aggregate during each Period of Insurance by:

1. accidental breakdown of the refrigerating unit which is less than five (5) years old;
2. accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

Domestic Helper's Property

Accidental loss of or damage to the property belonging to Your domestic helper permanently residing in Your Home up to HK\$2,500 per item and HK\$10,000 in aggregate during each Period of Insurance provided that:

1. the loss or damage would have been covered by this Section.
2. the domestic helper will observe the terms and conditions of this Policy as if he or she were You.

Alteration or Repair

Coverage to Contents shall not be prejudiced by any alteration, repair, decoration or maintenance works performed at Your Home provided that the contract value of each such work shall not exceed HK\$100,000.

We will not be liable for any claim which is recoverable under any other material damage policy or of any contractor's all risk policy held by You or Your contractors.

Personal Effects in your office

We will pay for the loss of or damage to the Personal Effects kept in your usual workplace up to HK\$5,000 any one occurrence and in aggregate during each Period of Insurance. A notice of the loss to the police will be necessary in the event of a claim.

Landslip and Subsidence

We will extend to cover loss of or damage to the Contents directly caused by subsidence of the site where Your private dwelling is located or landslip, occurring within the Period of Insurance notwithstanding anything within this Policy contained to the contrary but excluding:

1. 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 five (5) years of the completion of such works.
2. loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
3. unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Contents.
4. loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
5. consequential loss or damage of any kind or description.
6. the first HK\$10,000 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 seventy-two (72) consecutive hours during the Period of Insurance.

Warranted:

1. You shall maintain Your Home in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip.
2. You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Special Administrative Region Government.
3. You shall notify Us immediately:
 - a. if any excavations are commenced beneath, around or in the vicinity of Your Home. In such event We will have the right to vary or cancel the cover provided under this Policy.
 - b. 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.

Limitation of Cover for renting-out premises

If Your Home is not occupied by You or Your Family but rented out to a tenant, We will only pay for the loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

LIMITS

Our liability under this Section shall not exceed:

1. HK\$15,000 any one item of valuables, subject to maximum limit of HK\$150,000 in aggregate.
2. HK\$100,000 any one item other than valuables.
3. The Sum Insured stated in the Schedule for all loss or damage including payment(s), if any, under Extensions during any one Period of Insurance.

BASIS OF SETTLEMENT OF CLAIMS

Where any insured Content consists of articles which form part of a set, suite, group or collection of articles of similar nature, colour, pattern or design, Our liability shall not exceed the value of any particular part or parts which may be lost or damaged, 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 Sum Insured hereby on such pair or set.

Settlement of claims will be made by repair if an item is partially damaged, or replacement as if new, if it is totally lost or destroyed. If an item has been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, We shall pay the market value of the item at the time of loss or damage.

If a damaged item can be repaired but the repair is not carried out, We shall pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

EXTRA BENEFITS

We will pay the following Extra Benefits in addition to the Sum Insured stated in the Schedule under this Section

Alternative Accommodation

The necessary cost of reasonable alternative accommodation for You and Your Family and the reasonable cost of temporary storage of furniture while Your Home remains uninhabitable due to damage insured under this Section subject to maximum HK\$1,500 per day for accommodation and HK\$50,000 in aggregate during each Period of Insurance.

Fatal Accident Benefit

Compensation in the event of death within three (3) calendar months of either You or Your Family resulting from an injury caused in Your Home by fire or burglary for an amount of HK\$50,000 per person and HK\$200,000 in aggregate during each Period of Insurance.

Burglary / Robbery Injury Cash Allowance

Compensation in the event of either You or Your Family sustaining injury caused by burglars or robbers within Your Home against which a registered medical practitioner has granted a sick leave of not less than four (4) consecutive days for an amount of HK\$5,000 per person and HK\$20,000 in aggregate during each Period of Insurance.

EXCLUSIONS

We do not cover You for :

1. property more specifically insured including Valuables and/or Personal Possessions which are insured under Section IV (Personal Possessions).
2. loss or damage caused by or arising from
 - a. wear and tear;
 - b. rot, mildew, rust, corrosion, insects, woodworm, vermin;
 - c. dyeing, scratching, cleaning, repair, renovation;
 - d. faulty manipulation, design, plan, specification or materials;
 - e. gradual deterioration, market depreciation;
 - f. mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
 - g. change in temperature, colour, flavour, texture or finish;
 - h. action of light, atmospheric or climatic condition;
 - i. landslip, subsidence or erosion;
 - j. domestic animals;
 - k. deliberate acts or neglect by You or Your Family or domestic helper residing lawfully in the Home;
 - l. infidelity or dishonesty on the part of You, Your Family or any of Your employees.
3. loss of or damage to Contents by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Home while any part of it is loaned or let to any person.
4. theft or attempted theft while Your Home is unoccupied for more than sixty (60) consecutive days.
5. loss or damage caused by seepage of water due to typhoon, windstorm or rain, unless tropical cyclone warning signal no. 3 or above have been hoisted or amber or above rainstorm warning signal has been issued, subject to :
 - a) the first HK\$3,000 of any loss or damage for Home that are less than or equal to 25 years old;
 - b) the first HK\$5,000 of any loss or damage for Home that are more than 25 years old.
6. loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list.
7. mysterious disappearance or unexplained loss.
8. the first HK\$200 of each and every loss or damage unless otherwise specified.

SECTION II – PERSONAL LIABILITY

DEFINITIONS

Injury

Injury means bodily injury and includes disease or illness.

Damage

Damage means physical loss or damage, including resultant loss of use of the property physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rises thereto.

Geographical Limits

1. Hong Kong Special Administrative Region.
2. World-wide in respect of temporary visits not exceeding sixty (60) consecutive days each visit.

Home

Your private dwelling at the premises stated in the Schedule comprising any building and outbuilding used for domestic purposes.

COVER

We will cover You and Your Family in respect of all sums which You will become legally liable:

1. as a private householder occupying your Home
2. as owner of your Home
3. in a personal capacity

in respect of:

- i. accidental Injury to or death of third parties
- ii. accidental Damage to tangible property belonging to third parties

occurring within the Geographical Limits during the Period of Insurance.

We also cover you in respect of:

1. vicarious liability in the capacity of the employer of Your domestic helper for the above-mentioned accidental death, Injury, Damage caused by such domestic helper in the course of employment.
2. Your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building determined in accordance with the relevant section (which is 39 as of September 2009) of the Building Management Ordinance subject to the following conditions :
 - i. this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as 'the Primary Policy') in relation to such Common Parts of the Building; or
 - ii. where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

We will also pay the legal costs and expenses recoverable by any claimant from You or Your Family and all costs and expenses incurred with Our written consent.

EXTENSIONS

Tenant's Liability

We will also cover Your legal liability as Tenant of your Home under the Tenancy Agreement arising out of or in connection with Damage caused by or resulting from fire, explosion, storm and typhoon:

1. to Your Home or part thereof not belonging to You but while under Your occupation
2. to the Contents of Your Home or part thereof not belonging to but in charge of/by You or under Your control but in no case is Your legal liability as bailee included.

This Extension does not cover you for repair or maintenance cost arising from wear and tear or making good of Your Home irrespective of whether the Insured is legally liable for such costs under the terms of the Tenancy Agreement.

Liability for Works carried out by Independent Contractor

If works are carried out by independent contractor for repair, alteration or renovation of Your Home and You becomes legally liable for accident arising from such works and occurring during the Period of Insurance. We will indemnify You for the amount to third party as compensation including legal costs and expenses agreed by Us in writing.

We will not indemnify

1. any liability incurred if the contract value for such repair, alteration or renovation exceeds HK\$100,000.
2. for any death of or Injury to independent contractors, their employees or agents, Damage to property belonging to them and the contract works involved.
3. if the liability for such works are insured by any other insurance.

Any claim payment will not be more than HK\$1,000,000 under this extension.

LIMITS

Our liability under this Section inclusive of the above extensions for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the Limit of Liability specified in the Schedule.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Liability (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 thereafter We will be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

EXCLUSIONS

We do not cover You for:

1. death or Injury suffered by You or Your Family or Your employees;
2. liability in respect of Damage to any property belonging to or in the charge or the control of You or Your Family or Your employees;
3. any liability arising out of the occupation or use of any land or building other than Your Home specified in the Schedule;
4. any liability arising out of the ownership of any land or building other than Your Home specified in the Schedule;
5. any liability arising out of the ownership, possession or use of mechanically-propelled vehicles, aircraft or watercraft;
6. any liability arising out of the ownership, possession or use of any animal other than domestic dog or cat;
7. liability arising out of Your occupation, business, trade or profession;
8. any liability attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
9. any liability in respect of fines, penalties, punitive or exemplary damages;
10. liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy had this insurance not been effected.

SECTION III – BUILDINGS

DEFINITIONS

Buildings

The structure of Your private dwelling at the premises stated in the Schedule including:

1. landlord's fixtures and fittings,
2. outbuildings used for domestic purposes only,
3. swimming pools, garden walls, patios, terraces, hedges, fences, gates, paths and drives.

COVER

We will cover You against unforeseen and sudden physical loss of or damage to Your Buildings unless the cause is excluded

BASIS OF SETTLEMENT OF CLAIMS

We will pay the costs actually incurred to rebuild or repair Your Buildings to the same condition and extent it was when new.

We will use building materials and construction methods that are commonly used at the time. If You do not rebuild or repair Your Buildings, We will only pay You the value of Buildings at the time of loss or damage and the reasonable costs of demolition and removal of debris.

We will not pay for the replacement of or work on any undamaged items or remaining parts of Your Buildings solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

EXCLUSIONS

We do not cover Your Buildings for:

1. loss or damage caused by or arising from
 - a) wear and tear;
 - b) rot, mildew, rust, corrosion, insects, woodworm, vermin;
 - c) dyeing, scratching, cleaning, repair, renovation;
 - d) faulty manipulation, design, plan, specification or materials;
 - e) gradual depreciation, market depreciation;
 - f) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
 - g) change in temperature, colour, flavour, texture or finish;
 - h) landslip, subsidence or erosion;
 - i) domestic animals;
 - j) deliberate acts or neglect by You or Your Family.
2. loss or damage by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Buildings while any part of it is loaned or let to any person.
3. theft or attempted theft while Your Buildings are unoccupied for more than sixty (60) consecutive days.

EXTENSIONS

Building Fees and Costs

We will also cover You in respect of:

1. any additional costs of reinstatement of the Buildings if the Government or Local Laws require changes to be made
2. architect, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us
3. the cost to demolish and remove the debris following loss or damage insured by this Section and provided that such fees and costs together with the amount otherwise payable under this Section do not exceed the Sum Insured on Buildings.

We will not pay any Fees and Costs exceeding 5% of the total rebuilding costs.

Landslip and Subsidence

We will extend to cover loss of or damage to Your Buildings directly caused by subsidence of the site where Your Buildings is located or landslip, occurring within the Period of Insurance notwithstanding anything within this Policy contained to the contrary but excluding:

1. 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 five (5) years of the completion of such works
2. loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
3. unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair Your Buildings.
4. loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
5. consequential loss or damage of any kind or description.
6. the first HK\$10,000 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 seventy-two (72) consecutive hours during the Period of Insurance.

Mortgagee/Non-Occupying Landlord Clause

It is hereby declared and agreed that this insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the property without the knowledge of You, provided that You shall immediately, on the same coming to your knowledge, give notice thereof to the Company and pay any additional premium which may be required from the date of such increase of risk.

Mortgagee Clause (operative only if mortgagee indicated in the schedule)

Loss, if any, under this policy shall be payable to the Mortgagee/s or Assignee/s named in the Policy to the extent of their interest. It is hereby agreed that in the event of loss or damage, We 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 You as 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 Us 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 Us the appropriate additional premium from the time when such increase of risk first took place. And it is further agreed that whenever We shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy, and shall claim that as to You as the Mortgagor or Owner no liability therefore existed We 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 Us 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 We and You as the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which We may have against You as the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on You as 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 Us and You as the Mortgagor or Owner of the property insured remain in full force and effect. We 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 We shall have the right on like notice to cancel this agreement.

Warranted :

1. You shall maintain Your Buildings in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip.
2. You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Special Administrative Region Government.
3. You shall notify Us immediately:
 - a. if any excavations are commenced beneath, around or in the vicinity of Your Buildings. In such event We will have the right to vary or cancel the cover provided under this Policy.
 - b. 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.

Automatic Reinstatement

The Sum Insured on Buildings will be reinstated automatically from the date of notification of any claim under this Section subject to additional premium to be paid.

SECTION IV – PERSONAL POSSESSIONS

DEFINITIONS

Valuables

Jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, watches, photographic equipment, binoculars, works of art, chinaware, curios, furs, musical instruments other than pianos.

Personal Possessions

Articles of personal use specifically designed to be worn or normally carried and Valuables belonging to You or Your Family.

COVER

We will cover You in respect of Personal Possessions against any unforeseen and sudden physical loss or damage anywhere in the World.

LIMITS

Our liability under this Section shall not exceed in respect of:

1. any one unspecified item HK\$5,000 or 25% of sum insured on unspecified Personal Possessions whichever is the less
2. any one specified item the Sum Insured for each item stated in the Schedule

BASIS OF SETTLEMENT OF CLAIMS

Where any insured item consists of articles which form part of a set, suite, group or collection of articles of similar nature, colour, pattern or design, Our liability shall not exceed the value of any particular part or parts which may be lost or damaged 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 Sum Insured hereby on such pair or set.

Settlement of claims will be made by repair if an item is partially damaged, or replacement as if new if it is totally lost or destroyed.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and replacement is not carried out, We will pay the market value of the item at the time of loss or damage.

If a damaged item can be repaired but the repair is not carried out, We will pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

If the specified item insured shall at the time of any event giving rise to a claim under this Section be collectively of greater value than the Sum Insured stated in the Schedule, then You shall be considered as being Your own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this Section shall be separately subject to this condition.

EXCLUSIONS

We will not cover You for:

1. property more specifically insured.
2. property held or used in connection with any business, profession or employment.
3. money or credit cards.
4. contact or corneal lenses.
5. mobile / portable radio telecommunication equipment and pagers.

6. loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list.
7. loss or damage caused by or arising from
 - a. wear and tear;
 - b. rot, mildew, rust, corrosion, insects, woodworm, vermin;
 - c. dyeing, scratching, cleaning, repair, renovation;
 - d. faulty manipulation, design, plan, specification or materials;
 - e. gradual deterioration, market depreciation;
 - f. mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section;
 - g. change in temperature, colour, flavour, texture or finish;
 - h. domestic animals;
 - i. deliberate acts or neglect by You or Your Family;
 - j. infidelity or dishonesty on the part of You, Your Family or any of Your employees.
8. loss of or damage to Personal Possessions by theft or attempted theft
 - a. from any unattended vehicle unless all windows are securely closed and all doors and the boot are locked;
 - b. from any open or convertible car or car with the sun roof open.
9. loss caused by detention, seizure or confiscation by customs or other officials.
10. mysterious disappearance or unexplained loss.
11. the first HK\$200 of each and every loss or damage unless otherwise specified.

EXTENSIONS

Money

We will pay for money lost anywhere in the world under this extension up to HK\$2,500 any one occurrence and in aggregate during each Period of Insurance.

Provided We do not cover loss:

1. which is not reported within twenty-four (24) hours of discovery to the police authority
2. caused by depreciation, confiscation or shortage due to errors or omissions

Personal Documents

We will pay for the cost reasonably and necessarily incurred for applying for replacement of passports and personal documents including identity card and any certificate of identity card and any certificate of identity for You or Your Family following accidental loss of baggage or purse belonging to You or Your Family.

Any claim payment will not be more than HK\$2,000 in the aggregate during each Period of Insurance.

SECTION V – DOMESTIC HELPER

DEFINITIONS

Domestic Helper

The domestic helper(s) named in the Schedule who is(are) between the age of eighteen (18) and sixty (60).

Accident

Meaning that an accident or a series of accidents arising out of one event.

Disease

A disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

Noise-Induced Deafness

Meaning same as that assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

The Ordinance

The Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

Pneumoconiosis and Mesothelioma

Meaning same as that assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

COVER

If the Domestic Helper in the Your immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the territories of Hong Kong and arising out of and in the course of his/her employment, We will subject to Limit of Indemnity indemnify You against Your legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by You or on Your behalf with Our written consent in connection therewith.

Provided always that in the event of any change to the Ordinance during or subsequent to the Period of Insurance of this Section altering Your legal liability under the Ordinance Our liability under this Section shall be limited to such sums as We would have been liable to pay if the Ordinance had remained unaltered.

LIMITS

HK\$100 million any one event in respect of bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith

TERRORISM ENDORSEMENT

Notwithstanding any provision to the contrary in this Section or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- (a) the Policy Limit of Indemnity shall be such amount which We actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and We under which the Government agreed to make available to Us and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) We will only be required to make payment after it has received from the Government (i) an approval letter confirming that We should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, We shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or We breach of the Facility Agreement.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If We allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon You.

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

Words and phrases in this Endorsement shall have the same meaning as in this Policy.

EXCLUSIONS

We shall not be liable under this Section in respect of:

- a. any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- b. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
- c. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- d. Your liability to any person who is not an employee of You within the meaning of the Ordinance;
- e. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which You may become liable under the Ordinance or independently of the Ordinance;
- f. any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- g. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
- h. any injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

CONDITIONS FOR SECTION V

- a. **Avoidance of Certain Terms and Right of Recovery**

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under this Section You shall repay the amount to Us.
- b. **Proof of Loss**

It is a condition precedent to any of Our liability under this Section that You shall at Your own expenses furnish to Us such certificate, information and evidence as We may from time to time reasonably require in the form and of the nature described by Us. We will be allowed at Our own expenses upon reasonable notice to You to have a medical examination of the Domestic Helper from time to time or in the case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.

Death of the Domestic Helper shall be established by an official death certificate.

GENERAL EXCLUSIONS

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) 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
- (2) 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

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

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

It is hereby noted that this exclusion mentioned under item (2) does not apply to Section V – Domestic Helper.

Subject otherwise to the terms, exceptions and conditions of this Policy.

IT Clarification Clause

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 insurance:

- 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.

Terrorism Exclusion Clause for Contamination and Explosives
(applicable to Section I – IV only)

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

Total Asbestos Exclusion Clause

It is agreed and understood that this Policy does not apply to liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of

- 1. asbestos or silica dust and
- 2. asbestos, asbestos products or any product containing asbestos.

Radioactive Contamination

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Pollution or Contamination

Loss or destruction or damage caused by or resulting from pollution or contamination.

Consequential Loss

Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.

Sanction Limitation and Exclusion Clause

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 that 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.

GENERAL CONDITIONS

Precautions

You shall keep the property insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury, loss, destruction and damage, and take all reasonable steps to observe and comply with all Laws, obligations and requirement.

Duty to Comply with Policy Terms and Conditions

Compliance of the Policy terms and conditions shall be condition precedent to Our liability under this Policy.

Claims – Your Duty

When a claim occurs or is likely to occur, You must advise Us in writing as soon as possible and within thirty (30) days from the date of occurrence or date of discovery.

- 1. For loss or damage claims You must:
 - a. at Your expense provide Us with all certified information and evidence as We may request
 - b. notify the Police immediately of any loss, destruction by malicious acts, riot or civil commotion or damage by theft or attempted theft and supply them with a full list and description of missing or damaged articles
- 2. For liability claims You must:
 - a. send Us any letter, claim writ or summons **immediately** when it is received
 - b. advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry
 - c. not make any admission, offer or promise of payment without Our consent.

Claims – Our Rights

- 1. For loss or damage claims, We are entitled to enter any building where loss, destruction or damage has happened and to deal with salvage in a reasonable manner. No property may be abandoned to Us.
- 2. For liability claims, We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss or damage is occasioned by Your wilful act or connivance, all benefit under this Policy shall be forfeited.

Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts.

Other Insurance

If at any time of loss, destruction or damage there is any other insurance covering such incidents, We will only pay Our ratable proportion of such loss.

Subrogation

We are entitled at Our own expenses to take proceedings in Your name to recover any payment made under this Policy and when We consider that there are rights of recovery against other parties. You must assist Us when reasonably required to do so.

Change in Risk

You must advise Us of any changes in circumstances that would increase the possibility of loss. You will not be insured until We have agreed in writing to accept the increased risk subject to necessary additional premium if required.

Legal Requirement

You shall duly comply with and observe all provisions, requirements and regulations of

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

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

Cancellation**1. By You**

You may cancel this Policy by writing to Us. You may be entitled to a refund of part of Your premium subject to a minimum premium provided no claim has been made during the Period of Insurance.

2. By Us

We may cancel this Policy by giving You seven (7) days written notice sent to Your last address known to Us by ordinary post. We will refund You the unused part of the premium on pro-rata basis.

Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We will disclaim liability to the insured person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgements that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Hong Kong Special Administrative Region nor to orders obtained in the said Court for the enforcement of judgements made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

Contracts (Rights of 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.

SPECIMEN

Supplementary Provision – Home Assistance Referral Services

These Emergency Assistance Benefits are issued and provided by Inter Partner Assistance Hong Kong Limited (hereinafter called the "IPA") to the eligible Insured Person as specified by The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company").

SECTION S1 – DEFINITIONS

Assistance Event:	Shall mean any event or occurrence with respect an Insured Person who is entitled to receive Assistance pursuant to this Assistance Program, occurring within the Territorial and Time limits set forth in Section S2 Item S2.2 and subject to General Exclusions in Section S4 hereafter.
IPA:	Shall mean Inter Partner Assistance Hong Kong Limited.
Insured Person:	Shall mean the person who is enrolled by the Company into this assistance program.
The Company:	Shall mean The Tokio Marine and Fire Insurance Co. (HK) Ltd.
Place of Residence:	Shall mean the Insured Person's permanent place of residence in Hong Kong.
Policy:	Shall mean the Home Insurance Policy issued by the Company.
Contractors:	Shall mean the contractors, technicians or professional mentioned in Section S3 referred by IPA to the Insured Person upon the occurrence of an Emergency and notification thereof in accordance with this program to carry out the relevant action, including but not limited to registered electricians, licensed plumbers, locksmiths, baby-sitters, cleaning companies, etc.
Hong Kong:	Shall mean the Hong Kong Special Administrative Region.

SECTION S2 – DURATION OF COVER, LIMITATIONS AND LIABILITIES

S2.1 Duration of Cover:	The Benefits mentioned in Section S3 are granted for the period of 12 consecutive months during the effective period of the Policy.
S2.2 Territorial Limits:	The services mentioned in Section S3 only apply in Hong Kong.
S2.3 Liability of IPA:	It is understood that the contractors, technicians or professional to whom the Insured Person will be referred by IPA are responsible for their own acts and are not employees, agents or servants of IPA. Furthermore, IPA shall not be responsible for any act or failure to act on the part of the Contractors.

SECTION S3 – EMERGENCY ASSISTANCE REFERRAL SERVICES

The Insured Person shall bear the costs of the following benefits. IPA will make endeavor to assist the Insured Person to obtain the time and charge of the service from the service providers before dispatching the supplier to render the services.

S3.1 Locksmith Service Assistance:	In the event an Insured Person is locked out of his/her Place of Residence, IPA shall assist him/her by providing referral information of locksmiths as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.2 Plumbing Service Assistance:	In the event of clogging of water supply system or water pipe bursting in an Insured Person's Place of Residence is clogged or a leak has sprung, IPA shall assist the Insured Person by providing referral information of plumbers as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.3 Electrical Service Assistance:	Should an Insured Person require electrical repair services in his/her Place of Residence, IPA shall assist him/her by providing referral information of electricians as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.4 Air-Conditioning Service	In the event of an air conditioner fault in an Insured Person's Place of Residence, IPA shall provide referral

Assistance: information of air conditioner engineers as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.

S3.5 Pest Control Service Assistance:	Should an Insured Person require pest control services in his/hor Place of Residence, IPA shall assist him/her by providing referral information of pest control companies as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.6 Home Cleaning Service Assistance:	Should an Insured Person require home cleaning services in his/her Place of Residence, IPA shall assist him/her by providing referral information of home cleaning service providers as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.7 Baby Sitting/Home Nursing Service Assistance:	Should an Insured Person require baby sitting and/or home nursing services for his/ her family members or relatives in his/her Place of Residence, IPA shall assist him/her by providing referral information of baby sitting and/or home nursing service providers as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.
S3.8 General Household Repair Service Assistance:	Should an Insured Person require general household repair services in his/her Place of Residence, IPA shall assist him/her by providing referral information of service providers as well as their costs, if available. IPA shall also assist the Insured Person in arranging for a house call, if necessary and upon the Insured Person's request.

SECTION S4 – GENERAL OBLIGATIONS AND PROCEDURES

S4.1 Request for Assistance: In case of the occurrence of an Assistance Event, and prior to taking personal action where reasonable, the Insured Person or his/her representative shall call IPA's Alarm Centre whose contact number is listed here below:

Hong Kong: 2862 0117

The Insured Person or his/her representative should give the following particulars when making a request for assistance:-

- His/Her name, the number of his/her Policy and,
- The place and the telephone number where IPA can reach the Insured Person or his/her representative and,
- A brief description of the assistance event, situation and the nature of help required.

SECTION S5 - OBLIGATIONS OF THE INSURED PERSON

S5.1 Co-operation with IPA	The Insured Person shall cooperate with IPA to enable IPA to be appraised of all relevant information for the rendering of the Emergency Assistance Benefits.
S5.2 Costs of Services:	The cost of services rendered by the Contractor shall be borne by the Insured Person or his/her representative.

SECTION S6 - GENERAL EXCLUSIONS

S6.1 Excluded Cases:	<ol style="list-style-type: none"> a. Assistance services rendered for a breakdown which happened in another residence than the Residence covered by the Policy. b. For benefits S3.1, S3.2, S3.3, S3.4 and S3.8, assistance services must be provided in the presence of the Insured Person.
S6.2 Force Majeure:	IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services.

DISCLAIMER

IPA and the professionals to whom the Insured Persons are referred by IPA are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of IPA and these professionals such as, and not limited to, nurses, locksmiths and technicians.

