

# HOME PACKAGE INSURANCE POLICY

## 家居綜合保險單

**Please read this insurance carefully and see that it meets your requirements.**

**If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.**

**This insurance does not cover the cost of gradual deterioration. It is not a maintenance contract. Valid cover is conditional on your keeping the property in good order and taking reasonable steps to avoid accident.**

The Home Package Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

- Section 1 - Contents is the primary cover of this Policy, coverage under this Section is operative on payment of Premium as stated in the Schedule.
- Section 2 - Public Liability is provided, together with Section 1, at no extra Premium.
- Section 3 - Personal Accident is provided, together with Section 1, at no extra Premium.
- Section 4 - Building is an optional cover of this Policy and is operative only if so specified in the Schedule on payment of extra Premium.

The insurance coverage under each Section is stated in the relevant parts of this Policy. In addition to the Exclusions applicable to the individual Section, the coverage of each Section is further subject to the General Definitions, the General Exclusions and the General Conditions.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.



## General Definitions

Certain words in this Policy have special meanings. These words have the same meaning wherever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate Section of this Policy.

### BUILDING

means the structure of the building being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete; including outbuildings, fences, gates, posts and walls relating to the BUILDING, masts and related fittings fixed to the BUILDING, landlord's fixtures and fittings but excluding

- foundations and drains;
- property more specially insured by any other insurance policy.

### CONTENTS

means i) furniture, household goods, personal effects, VALUABLES, household property of the Insured or any member of the family normally residing with the Insured;  
and ii) fixtures and fittings furnished by the Insured, household property of the Insured or for which the Insured is legally responsible  
excluding

- MONEY, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts, medals and the like;
- pedal cycles, motor vehicles and/or accessories, motorcycles and/or accessories, aircraft and/or accessories, water crafts and/or accessories, other mechanically and/or electrically propelled vehicles and/or accessories;
- pets or animals or livestock, growing plants or crops and the like;
- models, spectacles, lens and the like;
- structure of the building, outbuildings, fences, gates, posts and walls relating to the BUILDING, masts and related fittings fixed to the BUILDING, landlord's fixtures and fittings, foundations and drains, external television and radio antennae, aerials, aerial fittings, satellite dishes and the like;
- property contained in or on verandahs, balconies, patios, terraces, forecourts and in the open generally;
- the value of any kind of information;
- mobile or portable telecommunication equipment, mobile telephones, pagers, portable computers, portable data equipment, electronic diaries or personal data assistants and the like while away from the HOME;
- sports equipment whilst in use;
- property primarily used for business or employment purposes;
- property more specially insured by any other insurance policy.

### HOME

means the premises (being built of bricks, stones, concrete or reinforced concrete and roofed with concrete or reinforced concrete) specified in the Schedule, excluding all common areas, that is occupied by the Insured and the Insured's family as dwelling only.

### MONEY

means cash, currency notes, coins, cheques, postal orders, bankers drafts, travellers cheques, travel tickets, saving certificates, stamps, gift tokens, telephone cards and the like.

### VALUABLES

means articles of gold, platinum, silver, jade, diamond, jewellery or other precious metals or stones, watches, works of art, antique, chinaware, curios, furs and the like.

The Company will, subject to the terms, the exclusions and the conditions of this Policy (hereinafter referred to as "the Terms of this Policy"), indemnify the Insured named in the Schedule in respect of the events (as specified herein) occurring during the Period of Insurance for which the Insured has submitted the proposal (that will be the basis of this contract and is deemed to be incorporated herein) and has paid or agreed to pay the Premium specified in the Schedule provided that all the Terms of this Policy are complied with by the Insured and/or any member of the family normally residing with the Insured.

## Section 1 - Contents

### COVER

The Company will, subject to the Limit of Indemnity, cover the Insured against sudden accidental physical loss of or damage to the CONTENTS whilst contained at the HOME during the Period of Insurance.

#### Limit of Indemnity

The maximum amount payable by the Company under this Section and all its Extensions will not exceed the Limit of Indemnity specified in the Schedule or the new replacement value of the CONTENTS whichever is the less per Period of Insurance subject to

- i) HK\$15,000 per item and  
ii) 10% of the Limit of Indemnity under this Section or 10% of the new replacement value of the CONTENTS whichever is the less in the aggregate  
in respect of VALUABLES;
- b) HK\$50,000 per item in respect of CONTENTS other than VALUABLES.



#### **Basis of Payment**

The Company will pay the cost of repair or replacement of the CONTENTS in a condition equal to but not better than the condition when new on condition that such repair or replacement must be carried out.

Claims settlement will be adjusted for depreciation, wear and tear

- 1) if the repair or replacement is not carried out; or
- 2) in respect of loss of or damage to
  - i) clothing, or
  - ii) wallpaper, paint, carpet or floor whilst they are included under the definition of CONTENTS.

#### **Pair and Set Clause**

In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the rateable proportion of the total value of the set, and in no event such loss or damage be construed to mean total loss of the set.

### **EXTENSIONS (under Section 1)**

#### **Alternative Accommodation**

In the event of the HOME being rendered uninhabitable by an insured peril covered under this Section, the Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses for alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the HOME.

This Extension will not cover the HOME being rendered uninhabitable by HOME decoration without any physical loss or damage covered under this Section prior to such decoration.

The amount recoverable under this Extension is limited to HK\$1,500 per day and HK\$30,000 per Period of Insurance.

#### **Frozen Food**

The Company will, subject to the Terms of this Policy, pay the replacement cost of frozen food in deep freezer of the refrigerator at the HOME should the frozen food be damaged as a result of failure of the freezer.

This Extension will not be operative if the refrigerator is more than 5 years old.

The amount recoverable under this Extension is limited to HK\$2,000 per Period of Insurance.

#### **Household Removal**

The Company will, subject to the Terms of this Policy, cover the Insured against accidental physical loss of or damage to the CONTENTS whilst in the course of removal by professional removers from the HOME to the Insured's new permanent residence within Hong Kong.

This Extension will not cover

- a) loss of or damage to
  - i) VALUABLES;
  - ii) glass, earthenware and other items of a fragile nature;
- b) the first HK\$1,000 of each and every claim.

This Extension will not cover loss or damage due to removal by any non-professional remover.

The amount recoverable under this Extension is limited to HK\$50,000 per Period of Insurance.

#### **Locks or Windows**

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses incurred for the replacement and installation of windows or external door locks of the HOME following loss of or damage to the items due to theft or attempted theft.

The Company will not pay for the loss or damage if such loss or damage is not reported to the police.

The amount recoverable under this Extension is limited to HK\$2,500 per Period of Insurance.

#### **MONEY Insurance**

The Company will, subject to the Terms of this Policy, cover the Insured or any member of the family normally residing with the Insured against sudden accidental physical loss of MONEY anywhere in Hong Kong provided that the MONEY is held for social or domestic purposes.

The Company will not pay for the loss if such loss is not reported to the police.

The amount recoverable under this Extension is limited to HK\$2,500 per accident and HK\$5,000 per Period of Insurance.

#### **Removal of Debris Expenses**

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses actually incurred by the Insured and with the consent of the Company in

- a) removing debris,
- b) dismantling or demolishing,
- c) shoring up or propping

of the portion or portions of the CONTENTS due to loss or damage covered under this Section.

The amount recoverable under this Extension is limited to HK\$30,000 per Period of Insurance.

#### **Temporary Removal**

The Company will, subject to the Terms of this Policy, cover the Insured against sudden accidental physical loss of or damage to the CONTENTS other than VALUABLES whilst temporarily removed from the HOME to any other premises in Hong Kong for repair or maintenance purpose only.

In respect of the loss of CONTENTS, the Company will not pay for the loss if such loss is not reported to the police.

This Extension will not cover loss or damage which is directly caused by or arising from the repair or maintenance.

The amount recoverable under this Extension will not exceed HK\$30,000 per Period of Insurance.

#### **Worldwide Cover for VALUABLES**

The Company will, subject to the Terms of this Policy, cover the Insured or any member of the family normally residing with the Insured against sudden accidental physical loss of or damage to VALUABLES and personal effects

- a) anywhere in Hong Kong; or
- b) anywhere in the world during temporary visit not exceeding thirty (30) consecutive days for each visit.



The Company will not pay for the loss if such loss is not reported to the local police authority.  
This Extension will not cover loss of or damage to property excluded under the definition of CONTENTS.  
The amount recoverable under this Extension is limited to HK\$1,000 per item and HK\$2,500 per Period of Insurance.

## **EXCLUSIONS** (applicable to Section 1)

This Section does not cover

- a)
  - 1) the first HK\$500 of each and every claim other than (a) (2) and (a) (3) below;
  - 2) the first HK\$1,000 of each and every claim under the Extension - "Household Removal";
  - 3) the first HK\$1,000 or 10% of each and every claim whichever is the greater for loss or damage arising from water.
- b) loss or damage caused by or arising from
  - 1) wear and tear;
  - 2) corrosion, rust, gradual deterioration, settlement or shrinkage, frost, atmospheric or climatic conditions of a gradually operating nature;
  - 3) mildew or rot (other than loss or damage insured by the Extension - "Frozen Food");
  - 4) insects or vermin.
- c) loss or damage caused by or arising from
  - 1) cleaning, repairing, restoring or maintenance;
  - 2) scratching or denting.
- d) loss or damage caused by or arising from pets or animals
  - 1) owned by the Insured, any member of the family normally residing with the Insured or the Insured's employees; or
  - 2) kept at the HOME.
- e) loss or damage caused by or arising from inherent fault or defective workmanship, defective material or defective design.
- f) loss or damage caused by or arising from infidelity or dishonesty on the part of the Insured, any member of the family normally residing with the Insured or the Insured's employees.
- g) loss or damage caused by or arising from theft
  - 1) from an unattended vehicle unless all windows are securely closed and all doors and boots are locked;
  - 2) by deception unless deception is used to enter the HOME;
  - 3) or attempted theft
    - i) by any member of the family normally residing with the Insured or the Insured's employees; or
    - ii) not accompanied by forcible and violent entry to or exit from the HOME; or
    - iii) while the HOME or any part of the HOME is lent, let or sublet unless violence and force are used to gain entry into or exit from the HOME.
- h) loss or damage caused by or arising from breakdown or mechanical malfunction of electrical appliances and computer equipment (other than loss or damage insured by the Extension - "Frozen Food").
- i) loss or damage caused by or arising from landslip or subsidence.
- j) loss or damage caused by or arising from seepage of water due to any cause, except such loss or damage is directly attributable to structural damage to the premises caused by an insured peril.
- k) loss of or damage to electrical equipment and wiring caused by or arising from artificially generated electrical current.
- l) mysterious disappearance or unexplained loss.

## **Section 2 - Public Liability**

### **COVER**

The Company will, subject to the Limit of Liability and the Jurisdiction Clause, indemnify the Insured against all sums for which the Insured may be legally liable

- A) as owner of the HOME;
- B) as tenant occupying the HOME

in respect of

- 1) accidental bodily injury (whether fatal or not);
  - 2) accidental loss of or damage to property
- to the third party occurring at or about the HOME during the Period of Insurance.

In respect of a claim to which the indemnity expressed in this Section applies, the Company will, subject to the Limit of Liability, pay

- a) all costs and expenses recovered by any claimant from the Insured;
- b) all costs and expenses incurred with the written consent of the Company.

**Limit of Liability**

The maximum amount payable by the Company under this Section will not exceed the Limit of Liability specified in the Schedule per Period of Insurance.

If the Company is liable to indemnify more than one party, the total amount of indemnity to all such parties will not exceed the same Limit of Liability specified in the Schedule.

**Jurisdiction Clause**

The indemnity provided by this Section will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

**Legal Personal Representatives**

In the event of death of the Insured, the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Section, provided that such legal personal representatives will as though they were the Insured observe, fulfil and be subject to the Terms of this Policy in so far as they can apply.

**Family Member**

For the purpose of this Section, the expression "the Insured" will be deemed to include any member of the family normally residing with the Insured at the HOME.

**EXCLUSIONS** (applicable to Section 2)

The Company will not be liable in respect of

- a) the first HK\$500 of each and every third party property loss or damage claim.
- b) bodily injury to any person being
  - 1) a member of the family normally residing with the Insured; or
  - 2) at the time of sustaining such injury
    - i) an employee of the Insured, or
    - ii) engaged in and upon the service of the Insured.
- c) loss of or damage to property belonging to or in the charge of or under the control of the Insured, any member of the family normally residing with the Insured, any employee or any person in and upon the service of the Insured.
- d) liability arising out of or incidental to
  - 1) the Insured's profession, business or trade;
  - 2) the ownership, possession or use of lifts, elevators, motor vehicles, aircraft, watercraft or mechanically and/or electrically propelled vehicles.
- e) liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- f) liability arising out of or incidental to the ownership or possession of any animals other than domestic dogs or domestic cats.
- g) liability arising out of or incidental to the ownership, occupation or use of any land, building or premises other than the HOME specified in the Schedule.
- h) fines, penalties or punitive damages of any kind.
- i) liability arising out of or incidental to
  - 1) infringement of plan, copyright, patent, trade mark or registered design; or
  - 2) libel or slander.
- j) costs or expenses arising from wear and tear or making good the HOME, whether the Insured is legally liable for such costs or expenses in accordance with the tenancy agreement or not.
- k) liability more specially insured by any other insurance policy.

## Section 3 - Personal Accident

**COVER**

If the Insured sustains accidental bodily injury caused by fire, theft or attempted theft whilst at the HOME that is solely, directly and independently of any other cause results within 1 year in the Insured's death, the Company will pay compensation to the Insured's legal personal representatives according to the Limit of Indemnity.

**Limit of Indemnity**

The maximum amount payable by the Company under this Section will not exceed the Limit of Indemnity specified in the Schedule.

If more than one person is shown on the Schedule as the Insured, the Limit of Indemnity specified in the Schedule will be divided equally among these persons.



## **EXCLUSIONS** (applicable to Section 3)

The Company will not be liable for death directly or indirectly consequent upon or arising from

- a) suicide, attempted suicide or intentional self-injury.
- b) effect or influence of alcohol or drugs, unless the drugs are taken in accordance with an authorised medical prescription by legally qualified and registered medical practitioner.
- c) Human Immunodeficiency Virus (HIV), HIV related illness including Acquired Immune Deficiency Syndrome (AIDS), any mutant derivatives or variations however caused.
- d) sickness, disease or illness of any kind.
- e) physical or mental defect or infirmity of any kind.
- f) pregnancy, miscarriage, childbirth or complications arising from any of them.

## **Section 4 - Building**

**Section 4 is an optional cover of this Policy. It is operative only if so specified with a Sum Insured in the Schedule.**

### **COVER**

The Company will, subject to the Limit of Indemnity, covers the Insured against sudden accidental physical loss of or damage to the BUILDING at the HOME during the Period of Insurance.

#### **Limit of Indemnity**

The maximum amount payable by the Company under this Section and all its Extensions will not exceed the Sum Insured specified in the Schedule or the total rebuilding cost of the BUILDING at the HOME whichever is the less per Period of Insurance.

#### **Basis of Payment**

The Company will pay the cost of rebuilding or repair the BUILDING in a condition equal to but not better than the condition when new on condition that such rebuilding or repair must be carried out.

Claims settlement will be adjusted for depreciation, wear and tear

- 1) if the rebuilding or repair is not carried out; or
- 2) in respect of loss of or damage to wallpaper, paint, carpet or floor whilst they are included under the definition of BUILDING.

#### **Pair and Set Clause**

In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the rateable proportion of the total value of the set, and in no event such loss or damage be construed to mean total loss of the set.

## **EXTENSIONS** (under Section 4)

#### **Architects', Surveyors' and Consulting Engineers' Expenses**

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable Architects', Surveyors' and Consulting Engineers' expenses actually incurred in the reinstatement of the BUILDING at the HOME consequent upon the destruction or damage covered under this Section, provided that the amount payable in respect of such expenses will not include expenses incurred in connection with the preparation of the claim.

The amount recoverable under this Extension is limited to 5% of the Sum Insured under this Section or 5% of the total rebuilding cost of the BUILDING whichever is the less per Period of Insurance.

#### **Removal of Debris Expenses**

The Company will, subject to the Terms of this Policy, pay the necessary and reasonable expenses actually incurred by the Insured and with the consent of the Company in

- a) removing debris,
- b) dismantling or demolishing,
- c) shoring up or propping

of the portion or portions of the BUILDING due to loss or damage covered under this Section.

The amount recoverable under this Extension is limited to 5% of the Sum Insured under this Section or 5% of the total rebuilding cost of the BUILDING whichever is the less per Period of Insurance.

## **EXCLUSIONS** (applicable to Section 4)

This Section does not cover

- a) the first HK\$250 of each and every claim.
- b) loss or damage caused by or arising from
  - 1) wear and tear;
  - 2) corrosion, rust, gradual deterioration, settlement or shrinkage, frost, atmospheric or climatic conditions of a gradually operating nature;
  - 3) mildew or rot;
  - 4) insects or vermin.



- c) loss or damage caused by or arising from
  - 1) cleaning, repairing, restoring or maintenance;
  - 2) scratching or denting.
- d) loss or damage caused by or arising from pets or animals
  - 1) owned by the Insured, any member of the family normally residing with the Insured or the Insured's employees; or
  - 2) kept at the HOME.
- e) loss or damage caused by or arising from inherent fault or defective workmanship, defective material or defective design.
- f) loss or damage caused by or arising from infidelity or dishonesty on the part of the Insured, any member of the family normally residing with the Insured or the Insured's employees.
- g) loss or damage caused by or arising from theft
  - 1) by deception unless deception is used to enter the HOME;
  - 2) or attempted theft
    - i) by any member of the family normally residing with the Insured or the Insured's employees; or
    - ii) not accompanied by forcible and violent entry to or exit from the HOME; or
    - iii) while the HOME or any part of the HOME is lent, let or sublet unless violence and force are used to gain entry into or exit from the HOME.
- h) loss or damage caused by or arising from breakdown or mechanical malfunction of electrical appliances and computer equipment.
- i) loss or damage caused by or arising from landslide or subsidence.
- j) loss or damage caused by or arising from seepage of water due to any cause, except such loss or damage is directly attributable to structural damage to the premises caused by an insured peril.
- k) loss of or damage to electrical equipment and wiring caused by or arising from artificially generated electrical current.
- l) mysterious disappearance or unexplained loss.

## General Exclusions (applicable to all Sections)

The Company will not be liable in respect of

- 1) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) war, invasion act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
  - b) mutiny, riot, military or popular rising 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;
  - c) any act of any person or persons acting on behalf of or in connection with any organisation, the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exclusion, any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered will be upon the Insured.
- 2) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by confiscation, commandeering, seizure or requisition or destruction of or damage to the property by order of the government (de jure or de facto) or any public body or municipal or local authority or any process of law.
- 3) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by any act of terrorism.  
For the purpose of this General Exclusion, "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear.
- 4) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) nuclear weapons material;
  - b) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and solely for the purpose of this General Exclusion, combustion will include any self-sustaining process of nuclear fission.
- 5)
  - a) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by the discharge, dispersal, release or escape of pollutants;
  - b) the cost of removing nullifying or cleaning up pollutants;
  - c) fines, penalties or punitive damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

But the Company will cover liability otherwise excluded under paragraphs a) and b) above which is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and specific place.
- 6) consequential loss or damage of any kind (other than loss or damage insured by the Extensions - "Alternative Accommodation" under Section 1 - Contents or "Removal of Debris Expenses" under Section 1 - Contents and Section 4 - Building).





- 7) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by
  - a) existing unauthorised or illegal structure, or unauthorised or illegal building works at the HOME; or
  - b) demolishing, installing, erecting, altering, repairing or renovating unauthorised or illegal structure or building works at the HOME;for the purpose of this General Exclusion, the meaning of unauthorised or illegal structure or building works will be construed in accordance with the Building Ordinance of the Government.
- 8) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by alteration, repair, renovation, decoration or maintenance works performed at or about the HOME.
- 9) any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or through or caused by or arising from or in consequence of or contributed to by the deliberate act of the Insured, any member of the family normally residing with the Insured or the Insured's employees.

## General Conditions (applicable to all Sections)

- 1) The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will be read together and any word or expression to which a specific meaning has been attached in any part of the Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will bear such specific meaning wherever it may appear.
- 2) The Insured will
  - a) use all reasonable diligence and care to keep the HOME in a proper state of repair; and
  - b)
    - i) cause such defect to be made good as soon as possible if any defect therein be discovered, and
    - ii) in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require,and in addition to the proviso under General Exclusion No. 7, the Company will not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or any legal entity; and
  - c) exercise all reasonable precautions for the maintenance and safety of the property insured under this Policy; and
  - d) comply with all statutory obligations, laws or ordinances and any regulations, rules, or notices issued, made or promulgated thereunder.
- 3) In the event of any happening which may give rise to a claim under this Policy, the Insured (or in case of a claim under Section 3 - Personal Accident, the Insured's legal personal representatives) will
  - a) give immediate notice in writing to the Company.
  - b) give immediate notice to the police if there has been theft or any attempt thereat.
  - c) at the Insured's own expense supply the Company with full particulars in writing as soon as possible and in case of a claim under Section 1 - Contents or Section 4 - Building not later than thirty (30) days after the occurrence of the loss or damage.
  - d) send to the Company any writ, summons or other legal process issued or commenced against the Insured and will give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings if a claim may arise under Section 2 - Public Liability.
  - e) give reasonable notice to the Company before interment or cremation and the Company will be entitled to have a post mortem examination carried out at the Company's expense except when such is prohibited by law. All certification, information and evidence required by the Company will be furnished at the Insured's expense to and in the form prescribed by the Company if a claim may arise under Section 3 - Personal Accident.
  - f) not incur any expense in making good any loss or damage without the written consent of the Company and will not negotiate, pay, settle, admit or repudiate any claim without the like consent.
  - g) give the Company all such information as the Company may reasonably require.
- 4) The Company will be entitled
  - a) on the happening of any loss or damage for which indemnity is provided under Section 1 - Contents or Section 4 - Building to enter the HOME where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner but no property may be abandoned to the Company whether taken possession of by the Company or not.
  - b) to take over in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at the Company's own expense and for the Company's own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
  - c) to pay at any time to the Insured the Limit of Liability under Section 2 - Public Liability or any lesser amount for which any claim or claims can be settled and upon such payment, the Company will relinquish the control of such claim or claims and be under no further liability under Section 2 - Public Liability in connection with such claim or claims except for costs and expenses that are incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
- 5) If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there will be any other insurance against such loss, damage, expense or liability or any part thereof, the Company will not be liable for more than the Company's rateable proportion thereof.
- 6) If any claim under this Policy will be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any member of the family or anyone acting on the Insured's behalf to obtain any benefit under this Policy, all benefits hereunder will be forfeited.
- 7) Unless otherwise expressly stated nothing contained herein will give any rights against the Company to any person other than the Insured. Further, the Company will not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company will by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured will give no right of claim hereunder to such person, the intention being that the Insured will in all cases claim for and on behalf of such person and the receipt of the Insured will in any case absolutely discharge the Company's liability hereunder.





- 8) In respect of any compensation paid under Section 3 - Personal Accident, any receipt or discharge given by the Insured's legal personal representatives to the Company will be deemed a final and complete discharge of all liability in respect of the claim concerned.
- 9) If the HOME is to be unoccupied for a period of longer than thirty (30) consecutive days, the Insured must inform the Company and have the Company's acknowledgment in writing. If this Condition is not complied with, the Company will reserve the right to decline any claim incurred during such period.
- 10) The Insured will give immediate notice to the Company of any change in the occupation or circumstance which would increase the possibility of making a claim under this Policy, failing which, the Company may at the Company's discretion decline to make payment in respect of any claim otherwise payable under this Policy.
- 11) The Insured and any member of the family must comply with all the Terms of this Policy.
- 12) This Policy is subject to Hong Kong jurisdiction.  
The indemnity provided by this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.
- 13) If any difference arises as to the amount to be paid under this Policy, such difference will 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 will be referred to the Chairman for the time being of the Hong Kong Federation of Insurers. It is hereby expressly stipulated that it will be a condition precedent to any right of action or suit upon this Policy that an arbitration award will be first obtained.
- 14) This Policy may be cancelled at the request of the Insured by seven (7) days' notice given in writing to the Company and the Premium will be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium whichever is the greater.  
This Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at the Insured's last known address and the Premium will be adjusted on the basis of the Company receiving or retaining pro-rata premium.
- 15) This Policy is subject to a minimum premium of HK\$500.

## Additional Clauses

This insurance is also subject to the following Clause(s) and Endorsement(s).

### **Year 2000 Exclusion Clause (10/98/A)** (applicable to Sections 1 and 4)

This insurance does not cover loss or damage or consequential loss 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

- i) correctly to recognise any date as its true calendar date; or
- ii) to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- iii) to capture, save or 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 or retain, or correctly to process such data on or after any date;

but this will not exclude subsequent loss or damage or consequential loss not otherwise excluded, which itself results from a Defined Peril.

The Defined Perils are :

"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 (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal."

### **Year 2000 Exclusion Clause (10/98/B)** (applicable to Section 2)

This insurance will not apply to any liability for loss or damage or costs of any nature whatsoever directly or indirectly caused by, consisting of, arising from or relating to

- 1) any malfunction, failure, breakdown or any inability to perform in whole or in part of any
  - a) computer software, computer hardware, embedded chips, integrated circuit or similar device in non-computer equipment, or
  - b) system, process, service or product dependent on any of the aforementioned; or
- 2) any preventive or remedial effort or lack thereof to remedy, correct, change, or convert any of (1) [(a) and (b)] above; or
- 3) any advice, service, consultation, design, evaluation or inspection; or
- 4) any duty to disclose and/or failure to disclose the costs, expenses, material facts or financial effects to remedy, correct, change or convert any of (1) [(a) and (b)] above;

as a result of problems related to calendar date-recognition, which for the purposes of this clause will mean any failure to

- i) correctly recognise any date as its true calendar date; or
- ii) capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of any date not being treated as its true calendar date; or
- iii) capture, save or retain, and/or correctly to manipulate, interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network [as described above under (1)] being information, a command or an instruction which causes the loss of data or the inability to capture, save or retain and/or correctly manipulate, interpret or process such data on or after any calendar date.

**War And Terrorism Exclusion Endorsement** (applicable to all Sections)

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 Clarification Clause** (applicable to Sections 1 and 4)

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

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

Consequently the following are excluded from this Policy:

- A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this 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.

**Asbestos Exclusion** (applicable to Section 2)

This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

**Sanctions Clause** (applicable to all Sections)

The Company is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension:

For any loss or claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage, transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity.

**Rights of Third Parties** (applicable to all Sections)

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.

**The following Clause only applies to the Policy when specifically mentioned in the Schedule.**

**Foundation Exclusion Clause** (applicable to Section 4)

The insurance on Building excludes that part of any building below the level of the under surface of its lowest floor.

**Mortgagee/Non-Occupying Landlord Clause** (applicable to Section 4)

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 the Insured, provided that he shall immediately, on the same coming to his 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** (applicable to Section 4)

Damage, if any, under this Policy shall be payable to the other interest party specified in the Schedule as Mortgagees or Assignees of mortgagee interest to the extent of their interest.

It is hereby agreed that in the event of Damage, the Company shall pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the Sum Insured or the reinstatement value (less depreciation if any) of the Property Insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

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



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

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

**Reinstatement Value Clause** (applicable to Section 4)

It is hereby agreed that in the event of Property Insured under (the item as specified in the Schedule of) the within Policy being Damaged the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the reinstatement of the Property Damaged, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this Clause 'reinstatement' shall mean

The carrying out of the aftermentioned work, namely

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

**Special Provisions**

- 1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made.
- 2) When any Property Insured under this Clause is Damaged in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such Property had been wholly destroyed.
- 3) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4) Each item insured under this Clause is declared to be separately subject to the following Condition of Average, namely  
"If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the Property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any Damage to such Property by any other peril hereby insured against then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the Damage accordingly."
- 5) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any Damage to any Property Insured hereunder such Property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- 6) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the Damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this Clause had not been incorporated therein.

**Landslip & Subsidence** (applicable to Section 4)

In consideration of payment of the additional premium, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover:

Loss of or damage to the Property Insured caused by subsidence of the site or landslip, occurring within the period stated in the Schedule but excluding

- i) 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.
- ii) Damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- iii) unless otherwise specifically insured, the cost of removal 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 Property Insured.
- iv) Damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- v) consequential loss or damage of any kind or description.
- vi) the first HK\$10,000 or ten percent (10%) 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 currency of this Policy.

**Warranted**

- 1) The Insured shall maintain the Property Insured in sound repair and shall take all responsible steps to prevent Damage from the perils covered hereby.
- 2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3) The Insured shall notify the Company immediately
  - i) any excavations are commenced beneath, around or in the vicinity of the Property Insured.  
In such event, the Company shall have the right to vary or cancel the cover provided under this Policy.
  - ii) of the operation of an insured peril affecting any part of the site (whether or not the Property Insured is involved) or its nearby surroundings.

**Subject otherwise to the terms, the exclusions and the conditions of the Policy.**

**Personal Information Collection Statement**

- (a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A., Hong Kong Branch (the “Company”) with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/ or other relevant individuals (the “Personal Data”) in connection with the provision of insurance and/ or related products and services to you, the processing of claims under insurance policies issued and/ or arranged by the Company, and/ or the processing of any or all other requests, enquiries and complaints from you.
- (b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/ or related products and services to you, process claims under insurance policies issued and/ or arranged by the Company, and/ or process any or all other requests, enquiries, or complaints from you.
- (c) The purposes for which the Personal Data may be used are as follows:
- (i) processing (including, without limitation, underwriting) and/ or approving applications for insurance and/ or related products and services, and any addition, alteration, variation, cancellation, renewal and/ or reinstatement of such products and services;
  - (ii) administering insurance policies issued and/ or arranged by the Company;
  - (iii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and/ or settlement of claims under insurance policies issued and/ or arranged by the Company;
  - (iv) exercising rights of subrogation, if applicable;
  - (v) collection of amounts outstanding (if any) from customers;
  - (vi) arranging coinsurance and/ or reinsurance in respect of the insurance policies issued and/ or arranged by the Company;
  - (vii) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - (viii) customer services (including, but not limited to, processing enquiries and complaints), marketing, and other related activities;
  - (ix) conducting data matching procedures;
  - (x) designing insurance and/ or related products and services for customers’ use;
  - (xi) marketing insurance and/ or other related products and services of the Company and/ or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company’s parent company (hereinafter such affiliated companies are collectively referred to as the “Affiliated Companies”));
  - (xii) direct marketing of insurance and/ or other related products and services subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying the Company at any time;
  - (xiii) statistical or actuarial research of the Company, its Affiliated Companies, relevant insurance industry associations or federations, supervisory authority, government department and/ or other competent authority;
  - (xiv) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/ or its Affiliated Companies are expected to comply with, including, without limitation, making disclosures of the relevant information; and
  - (xv) fulfilling any other purposes directly relating to (i) to (xiv) above.
- (d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/ or any other relevant individuals to whom the Personal Data is related:
- (i) agents, intermediaries, claims investigation companies, coinsurance companies, reinsurance companies, third party service providers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and/ or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the Company in connection with the operation of its business;
  - (ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - (iii) overseas locations or branches, as appropriate, of the Company and/ or its Affiliated Companies;
  - (iv) persons to whom the Company and/ or its Affiliated Companies are under an obligation to make disclosure under the requirements of any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/ or its Affiliated Companies are expected to comply with;
  - (v) any court, supervisory authority, government department or other competent authority (including, without limitation, tax authority) under any laws binding on the Company and/ or its Affiliated Companies;
  - (vi) lawful successors or assigns of the Company; and
  - (vii) persons who owe a duty of confidentiality to the Company and/ or its Affiliated Companies.
- (e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/ or members of such industry associations or federations.
- (f) In accordance with the Personal Data (Privacy) Ordinance:
- (i) any individual has the right to:
    - (A) check whether the Company holds data about him/ her and, if so, obtain a copy of such data;
    - (B) require the Company to correct any data relating to him/ her that is inaccurate; and
    - (C) ascertain the Company’s policies and practices in relation to data and to be informed of the kind of data held by the Company;
 and
  - (ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- (g) The person to whom requests for access to data and/ or correction of data and/ or for information regarding policies and practices and kinds of data held are to be addressed as follows:

Personal Data Protection Officer,  
Assicurazioni Generali S.p.A., Hong Kong Branch,  
5/F, Generali Tower, 8 Queen’s Road East, Hong Kong.

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.