

Easy HomeCare Insurance Policy

This Policy is a contract between We, Bolttech Insurance (Hong Kong) Company Limited (hereinafter also called “the Company”) and You, the Insured.

WHEREAS The Proposal Form and Declaration which You signed is the basis of this contract.

We will insure You under those sections shown in the Schedule during any Period of Insurance for which we have accepted your premium.

We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements including clauses and memoranda attached are forming part of this Policy. This Policy covers accidental loss, damage or legal liability, which may occur during any Period of Insurance.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Proposal Form and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

In case of discrepancies between the English and Chinese versions of this Policy, the English version shall apply and prevail.

Important Notice

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. According to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$200 if the Policy is terminated at your request.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀 / 代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣二百元正保費。

1. Definitions

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.

1.1 Company/Us/We/Our

Bolttech Insurance (Hong Kong) Company Limited.

1.2 You/Your

The person(s) named in the Schedule as the Insured.

1.3 Your Family Members

Your spouse, children, parents or relatives normally living with You at the Home.

1.4 Period of Insurance

The period specified in the Schedule for which We have agreed to accept, and You have paid or agreed to pay the premium.

1.5 Home

House, flat or apartment being constructed of bricks, stone or concrete, roofed with concrete and situated in Hong Kong which is occupied as private dwelling and specified in the Schedule.

1.6 Building

The structure of Your Home specified in the Schedule including:

- (a) landlord fixtures and fittings;
- (b) garages or outbuildings used for domestic purposes only and the garden walls, gates, fences, hedges, patios, paths and driveways.

1.7 Flat/Apartment

One room or a set of rooms in a single occupied dwelling within a high-rise or multi-storey building (other than a House).

1.8 House

Any building up to four storeys high.

1.9 Hong Kong

Hong Kong Special Administrative Region.

1.10 Household Contents

Household Contents in or on the buildings forming the Home belonging to You or for which You or Your Family Members are responsible, but We do not cover:

- (a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implements), caravans, watercraft (other than hand-propelled), trailers, and their accessories;
- (b) Any living creatures, animals and pets;
- (c) Standing timber, trees, lawns, shrubs, growing crops and plants;
- (d) Building including landlord's fixtures and fittings;
- (e) Securities, money, deeds, certificates and documents, stamps collection;
- (f) Specially Held Items;
- (g) Mobile/portable telephones, pagers;
- (h) Household Contents contained in open areas or on roofs;
- (i) Aircraft or aerial devices;
- (j) Aerials, external television and radio antennae or satellite dish;
- (k) Spectacles, contact or corneal lenses;
- (l) Sporting equipment whilst in use;
- (m) Computer system records.

1.11 Valuables

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, paintings, curios, collections of porcelain or crystal, antique, antique books, furs, musical instruments (except pianos) belonging to You or Your Family Members, but not Specially Held Items.

1.12 Money

Coins, currency notes, bank notes, postal stamps in current use not forming part of a stamp collection, cheques, postal or other money order belonging to You or Your Family Members, but not Specially Held Items.

1.13 Personal Effects

Articles of personal use specifically designed to be worn or carried belonging to You or Your Family Members but not Valuables, Money or Specially Held Items.

1.14 Specially Held Items

- (a) Items which are held or used in connection with any profession, business or employment or
- (b) Items which are insured under a separate policy.

1.15 Uninsurable Risks

We do not cover loss or damage caused by or arising from

- (a) scratching, denting, rust, corrosion, wear and tear or depreciation;
- (b) rot, fungus, woodworm, beetle, moth, insects or vermin;
- (c) mechanical or electrical fault or breakdown;
- (d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
- (e) the carrying out of decoration, renovation, alterations, additions or repairs by any contractors, unless the job period does not exceed two days;
- (f) any gradually operating cause;
- (g) consequential loss or damage of any kind of description;
- (h) infidelity or dishonesty on the part of You, Your Family Members or any of your employees;
- (i) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light;
- (j) unexplained loss or mysterious disappearance;
- (k) misuse, inherent defect, faulty design or workmanship;
- (l) domestic animals;
- (m) pollution or contamination except loss or damage caused by pollution or contamination which results from a peril not excluded in this Policy.

1.16 Unoccupied

- (a) The Home is insufficiently furnished for normal living purpose or
- (b) The Home has not been lived in for more than 60 consecutive days.

1.17 Accidental Loss or Damage

Physical Loss or damage caused by an unforeseen and unexpected event, which independent of any other cause is the sole and direct cause of the loss or damage. Intentional loss or damage is excluded.

1.18 Accidental Bodily Injury

Accidental injury to any person other than You or Your Family Members. Injury shall mean bodily injury and shall include death, disease or illness.

1.19 Claim Payment

The amount We agree to pay You for claim arising from an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.20 Excess

The first amount of any claim which we do not pay.

1.21 Reinstatement Settlement

The cost of repairing the damaged property or replacing the property, which is lost or damaged beyond economic repair with an article substantially of the same kind. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.22 Indemnity Settlement

The cost of replacement or repair of that part of the insured property lost or damaged less an amount for wear and tear or depreciation. We will also take into account any improvement directly resulting from the replacement or repair.

2. Section 1 – Household Contents

Household Contents belonging to You or Your Family Members are insured whilst contained in your Home, against any Accidental Loss or Damage, but We do not cover:

- (a) Theft
 - (i) if the Home is Unoccupied.
 - (ii) if the Home or any part is lent or let unless force is used to enter the Home.
 - (iii) by deception unless deception is used to enter the Home.
- (b) Malicious Damage or vandalism
 - (i) if the Home is Unoccupied.
 - (ii) by a person lawfully in the Home.
- (c) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is Unoccupied.
- (d) Damage to Specially Held Items.
- (e) Damage arising from Uninsurable Risks.
- (f) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.
- (g) Household Contents separately and specially insured in any other policy.

2.1 Insurance Coverage on Rented Homes

If your Home is leased or rented to any one but You, We will only pay for 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, horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

2.2 Extra Benefits Provided

The Limit of Indemnity includes the following Extra Benefits except 2.2.1 & 2.2.4 which is payable in addition to the Limit of Indemnity

2.2.1 ALTERNATIVE ACCOMMODATION

In the event your Home has been rendered uninhabitable as a result of any Accidental Loss or Damage under this Section 1, We will

- (a) if your Home is owned by and lived in You and Your Family Members at the time of the Accidental Loss or Damage;
- (b) if You and Your Family Members are tenants of your Home and are required to continue to pay rent under your lease,

pay the costs incurred for temporary accommodation that we decide is reasonable and appropriate for You and Your Family Members while your Home is being rebuilt, repaired or replaced.

Any Claim Payment will not be more than HK\$1,000 per day and in the aggregate not more than HK\$50,000 during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity.

2.2.2 Temporary Removal

We will cover the Household Contents whilst in temporary removal from your Home for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, and within Hong Kong.

Any Claim Payment will not be more than HK\$50,000 and in the aggregate during each Period of Insurance.

2.2.3 Window, Lock & Key

We will pay the reasonable cost incurred for the replacement and installation of window, external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage due to burglary or attempt thereat subject to a maximum amount of HK\$3,000 during each Period of Insurance.

2.2.4 Personal Accident

In the event of accidental death of You or Your Family Members within three calendar months as a direct result of fire or theft at your Home, we will pay HK\$50,000 being the maximum compensation for your death and each deceased family member subject to an aggregate amount of HK\$200,000 (that is, up to a maximum of four deaths) during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity. The extra benefit shall be paid to the estate of the deceased person or, in the event the deceased person is a minor, his or her guardian or parent(s).

2.2.5 Frozen Food

We will pay the replacement cost of frozen food in your freezer or your refrigerator at Home should the frozen food be spoilt due to change in temperature caused by accidental means. We will not pay for any loss or damage caused by:

- (a) accidental breakdown of the refrigerator which is more than 5 years old.
- (b) deliberate act of the electricity supply authority or its employees.

The maximum amount We will pay is HK\$5,000 during each Period of Insurance.

2.2.6 Home Removal

In the event of You and all Your Family Members moving Home, we will cover the Household Contents whilst in transit by professional removers from your Home to your new permanent residence within the territory of Hong Kong and whilst in temporary storage, for up to 7 days in a furniture depository.

We will not pay for

- (a) any loss or damage not reported to us within 7 days of delivery to the new home,
- (b) loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.

Any Claim Payment will not be more than HK\$50,000 during each Period of Insurance.

Moreover, if you inform us before your move, we will cover the Household Contents at the new Home for a period of two months from the beginning of the move or up to the end of the Period of Insurance, whichever comes first.

This Extra Benefit will cease on expiration of the two months or the end of the Period of Insurance whichever comes first.

2.2.7 Personal Money

We will indemnify You or Your Family Members against accidental loss or theft of Money within Your Home but We do not cover loss:

- (a) which are not reported within 24 hours of discovery to the police;
- (b) caused by depreciation, confiscation or shortage due to errors or omissions.

Any Claim Payment will not be more than HK\$2,500 during each Period of Insurance

2.2.8 Tenants Improvement

We will cover the following tenant's improvement in Your Home which are belonging to You or for which You are legally responsible:

- (a) Ceiling coverings;
- (b) Wall coverings;
- (c) Floor coverings;
- (d) Skirts along bottom of the wall;
- (e) Windows;
- (f) Doors.

2.2.9 Removal of Debris

We will pay for the reasonable costs of removing debris of the Household Contents following loss or damage insured under this Section from the Home to the nearest authorised facility. Any Claim Payment will not be more than HK\$10,000 during each Period of Insurance.

2.2.10 Domestic Helper's Property

We will pay for loss of or damage to the personal property of Your domestic helper normally residing in the Home. We will not pay for any properties not included in the definition of Household Contents or caused by Uninsurable Risks.

Any Claim Payment will not be more than HK\$1,000 for any one item and up to HK\$ 5,000 any one loss and in the aggregate during each Period of Insurance.

2.2.11 Interior Renovation

We will cover the Household Contents during the period of interior renovation by contractors including additions, alterations and repairs within your Home provided that the period of interior renovation shall not be longer than two months.

Any Claim Payment will not be more than HK\$100,000 during each Period of Insurance.

This Extra Benefit will cease on expiration of the period of interior decoration (not more than two months) or the end of the Period of Insurance whichever comes first.

2.3 Basis of Claim Payment

2.3.1 A Reinstatement Settlement will be made.

2.3.2 An Indemnity Settlement basis will be applied if

- (a) Claims are on clothing, furs, household linen, curtains and upholstery;
- (b) You decide not to re-instate, repair or replace the Household Contents.

2.3.3 Any Claim Payment will not be more than:

- (a) HK\$100,000 for any single item of Household Contents.
- (b) HK\$10,000 for any single item of Valuables unless specified in the Schedule and subject to an aggregate limit of HK\$100,000 during each Period of Insurance.

2.3.4 The maximum amount We will pay under this Section 1 shall not exceed the Limit of Indemnity as specified in the Schedule during each Period of Insurance.

2.3.5 Where any insured item consists of articles in a pair or set, We are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair and set.

2.4 Excess

We do not cover

- (a) The first HK\$1,000 in respect of each claim caused by water.
- (b) The first HK\$500 in respect of each claim resulting from any other cause.

3. Section 2 – Personal Liability

We will indemnify You and Your Family Members in respect of all sums which You or Your Family Members will become legally liable

- (a) as a private householder occupying the Home;
- (b) as owner of the Home;
- (c) in a personal capacity;

in respect of:

- (a) Accidental Bodily Injury to any person;
- (b) Accidental Loss of or Damage to property;

occurring during the Period of Insurance and within Hong Kong or elsewhere in the world in respect of temporary visits of not exceeding 90 consecutive days each visit.

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

3.1 Our liability under this Section 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 HK\$5,000,000 but We do not indemnify You in respect of:-

- 3.1.1 bodily injury to You or Your Family Members or any person in the service of You.
- 3.1.2 loss of or damage to property belonging to or in the custody or control of You or Your Family Members or any person in the service of You.
- 3.1.3 liabilities arising from the ownership, occupation or use of any land or building other than (1) the Home specified in the schedule, or (2) the occupation only of any temporary residence.
- 3.1.4 any criminal activity, or wilful or malicious act.
- 3.1.5 any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- 3.1.6 the exercise of any trade profession or employment other than the employment of domestic servants in your service.
- 3.1.7 the ownership possession, driving or use (other than use as a passenger having no right or control) of mechanically-propelled vehicles, aircraft or watercraft.
- 3.1.8 the use of any horse for hunting, racing or polo.
- 3.1.9 the ownership, use or possession of any animal other than domestic dog or cat.
- 3.1.10 personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal injury or Bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- 3.1.11 the cost of removing, nullifying or cleaning-up seeping, pollution or contamination substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
- 3.1.12 fines, penalties, punitive or exemplary damages.
- 3.1.13 liabilities for any claim or claims for loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.

3.2 We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter We shall be under no further liability under this Section in connection with such claim or claims except for costs and expenses of litigation on recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

3.3 Tenant's Liability Extension

Exception 3.1.2 under Section 2 in respect of property in the custody or control of You or Your Family Members or any person in the service of You shall not apply in the event of loss or damage to the Home (including landlord's buildings, fixtures and fittings) hired or rented to You as a tenant, except when the liability to pay for such loss or damage is assumed by You under a tenancy or other agreement and such liability would not have attached in the absence of such tenancy or agreement.

3.4 Jurisdiction Clause

The indemnity provided by this Policy shall 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.

3.5 Excess

We do not cover the first HK\$500 in respect of each and every damage to accidental Loss of or Damage to property under this Section 2 – Personal Liability.

4. Conditions

4.1 Claims Conditions Which Apply to The Whole Policy

4.1.1 When a claim occurs or is likely to occur You must advise Us in writing as soon as reasonable possible but not later than 30 days of the occurrence.

4.1.2. For loss or damage claims You must:

- (a) at your expense provide Us with all certificates information and evidence as We may request.
- (b) notify the police immediately of any loss by deception theft, malicious acts or riot.

4.1.3 For liability claims You must:-

- (a) send to Us any letter, claim writ or summons immediately it is received.
- (b) advise Us immediately You have knowledge of any impending prosecution inquest or fatal inquiry.
- (c) not make any admission, offer or promise of payment without our consent and we shall be entitled if We so desire to take over and conduct in your name the defence of settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

4.1.4 For personal accident claims You must:

- (a) forward at your expenses all certificate and information required by Us.
- (b) submit to medical examination as often as required by Us at our expenses.

4.1.5 You must assist Us with your claim by providing all such information and documents We may require. If You do not do so We may not pay your claim.

4.2 Conditions Which Apply to The Whole Policy

4.2.1 Prevention of loss

You and Your Family Members must comply with all statutory obligations and take all reasonable step to:-

- (a) prevent loss, damage or injury and
- (b) maintain in efficient conditions and good repair any insured property

4.2.2 Change in risk

During the currency of this Policy, You must advise Us of any change in your occupation or the usage of the Home or circumstance which would increase the possibility of loss and pay an additional premium if We require.

4.2.3 Cancellation

(a) By You

You may cancel this Policy by sending written notice to Us. Provided no claim has been made during the current Period of Insurance, You will receive a refund of premium less the premium calculated at Our customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$200 to be retained by Us.

Period of Insurance already cover	Refund Premium
Not exceeding 1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

(b) By Us

We may cancel the Policy by sending 14 days notice by registered letter to your last known address. If We do, We will refund You all the unused part of the premium.

4.2.4 Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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 the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.

4.2.5 Subrogation

You shall at the request and at the expenses of Us do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which We shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by Us.

4.2.6 Non-Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute to any claim under such other policy.

- 4.2.7 Automatic Renewal
Unless written notice is received by Us at least 14 days before the expiry of the current Period of Insurance, this Policy will be renewed automatically yearly on the same term of this Policy or with any changes as specified in the renewal notice upon payment of the premium as specified in the renewal notice.
- 4.2.8 Contracts (Rights of Third Parties) Ordinance
The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are You and We (or your or our authorised representatives).
- 4.3 In case of discrepancies between the English and Chinese versions of this Policy, the English version shall apply and prevail.

5. General Exclusions (Exclusions Which Apply to The Whole Policy)

- 5.1 This Policy or any section added subsequently does not insure loss of destruction of or damage to any property or death or bodily injury or expense or any consequential loss of liability directly or indirectly caused by or contributed to by or arising from:-
- 5.1.1 Radioactive risks
- (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;
 - (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assemble or nuclear component thereof.
- 5.1.2 War risks
- 5.1.3 Requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act or confiscation or nationalisation.
- 5.1.4 Sonic Bangs
Pressure waves caused by aircraft and other aerial devices.

5.2 War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy 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;

- (a) 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
- (b) 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 (a) and/or (b) 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.

5.3 Terrorism Exclusion for Contamination & Explosives

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

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

due to any act of terrorism.

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

5.4 Property Cyber and Data Endorsement (Lma5400)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

5.5 Radioactive Exclusion Clause

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind (Including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.6 Sanction Exclusion

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

5.7 Communicable Disease Exclusion Endorsement (LMA 5393 rev) (for Section 1 only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

5.8 Communicable Disease Exclusion (LMA 5396 rev) (for Section 2 only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms, conditions and exclusions of the policy remain the same.

Personal Information Collection Statement (“PICS”)

Please scan the following QR code for review of Bolttech Insurance (Hong Kong) Company Limited’s (the “Company”) PICS. You can also request a copy of the PICS by calling the Company’s Customer Service Hotline at 3123 3344.



English

易安心家居保險保單

本保單是我們（保特保險（香港）有限公司（以下簡稱「本公司」））與您（即受保人）之間簽訂之合約。

您所簽署的投保書及聲明乃本合約之基礎。

在我們已收取您所付保費的任何保險期內，我們將根據承保表所列之部分為您提供保障。

我們將會根據本保單所列之條款、細則及不承保事項提供保險服務。承保表及任何後續批單，包括附帶的條款和備忘錄，均構成本保單的一部分。本保單保障在任何保險期內可能發生的意外損失、損害或法律責任。

本公司根據本保單承擔任何責任以支付任何款項，均根據適當遵守及履行本保單內的條款、細則及批單（倘其與您將要作出或遵守的任何事情有關）之行為，以及在上述投保書及聲明中所作之陳述和回答之真實性為先決條件。

本保單的中英文本如有歧異，概以英文本為準。

Important Notice

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. According to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$200 if the Policy is terminated at your request.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀／代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣二百元正保費。

1. 定義

任何具有特定意義的詞彙或措辭，無論於何種情況出現，均具有相同的意思。

1.1 本公司／我們／我們的

保特保險 (香港) 有限公司。

1.2 您／您的

在承保表中指定為受保人的人士。

1.3 您的家庭成員

是指您的配偶、子女、父母或通常與您同住在住所中的親戚。

1.4 保險期

在承保表中訂明我們已同意接受，以及您已支付或已同意支付保費的期限。

1.5 住所

以磚石或混凝土建造，蓋有混凝土屋頂，以及在香港用作私人住宅，並且在承保表中指定的獨立屋、單位或公寓。

1.6 建築物

在承保表中指定為您住所中的結構，包括：

- (a) 業主的固定裝置及設備；
- (b) 僅用作家居用途的車庫或附屬建築，以及花園圍牆、閘門、圍欄、樹籬、庭院、小徑和行車路。

1.7 單位／公寓

在高樓或多層建築物 (獨立屋除外) 內，於一個被佔用居所中的房間或一組房間。

1.8 獨立屋

任何最高為四層樓層之建築物。

1.9 香港

香港特別行政區。

1.10 家居財物

在建築物內或建築物上 (此建築物為屬於您或由您或您家庭成員負責的住所) 的家居財物，但我們並不保障以下物品：

- (a) 汽車 (剪草機及由個人操控的園藝工具除外)、旅行拖車、船隻 (手動船隻除外)、拖車及其配件；
- (b) 任何牲口、動物及寵物；
- (c) 活林木、樹木、草坪、灌木、培植中的農作物及植物；
- (d) 建築物，包括業主的固定裝置及設備；
- (e) 證券、金錢、契約、證書及文件、郵票收藏；
- (f) 特別持有物品；
- (g) 流動／手提電話、傳呼機；
- (h) 位於露天區域或屋頂上的家居財物；
- (i) 飛機或飛行裝置；
- (j) 天線、外部電視及無線電天線或碟形衛星天線；
- (k) 眼鏡、隱形眼鏡或角膜鏡片；
- (l) 使用中的運動器材；
- (m) 電腦系統記錄。

1.11 貴重物品

屬於您或您家庭成員的珠寶、黃金、銀或其他貴重金屬物品、手錶、攝影器材、望遠鏡、藝術品、繪畫、古玩、瓷器或水晶收藏品、古董、古董書籍、皮草、樂器 (鋼琴除外)，但特別持有物品除外。

1.12 金錢

屬於您或您的家庭成員的硬幣、紙幣、銀行鈔票、目前使用但不屬於郵票收藏一部分的郵政郵票、支票、郵政匯票或其他匯款單，但特別持有物品除外。

1.13 個人財物

為穿戴或攜帶而設計並屬於您或您家庭成員的個人財物，但貴重物品、金錢或特別持有物品除外。

1.14 特別持有物品

- (a) 因任何專業、業務或職業而持有或使用的物品；或
- (b) 在另一保單中投保的物品。

1.15 不可承保風險

我們不對因下列原因而造成或產生的損失或損害作出保障

- (a) 刮花、撞凹、生鏽、腐蝕、磨損或折舊；
- (b) 腐爛、真菌、木蟲、甲蟲、飛蛾、昆蟲或害蟲；
- (c) 機械或電力的故障或失靈；
- (d) 任何清潔、染色、翻新、重新設計、維修或修復程序；
- (e) 任何承建商進行的裝修、翻新、改建、加建或維修工程，除非該工程維期不超過兩天；
- (f) 任何其他逐漸形成的原因；
- (g) 任何性質的結果性損失或損害；
- (h) 您、您的家庭成員或您的任何僱員之不忠實或不誠實行為；
- (i) 因收縮、蒸發、重量減輕、玷污、味道或顏色或成品質感而導致之改變、因光而造成之影響；
- (j) 無法解釋的損失或神秘消失；
- (k) 誤用、固有缺陷、錯誤設計或工藝問題；
- (l) 家畜；
- (m) 污染或玷污，但因本保單未有排除的危險而造成的污染或玷污所導致之損失或損害則除外。

1.16 無人居住

- (a) 住所內未有添置足夠符合正常生活需要的的傢具；或
- (b) 住所連續 60 天未有人居住。

1.17 意外損失或損害

在與任何其他原因無關下，造成實質損失或損害的不可預知及意外事件，是唯一和直接導致該損失或損害的原因。故意損失或損害除外。

1.18 意外人身傷害

對您或您家庭成員以外的任何人士所造成的意外傷害。傷害是指人身傷害，並包括死亡、疾病或生病。

1.19 賠償額

我們同意向您支付因承保原因而產生索償的金額。這可以是金錢，亦可以由我們選擇安排進行更換、恢復或維修。我們為任何一項索償所支付的最高金額，稱為賠償限額。

1.20 自負額

我們對任何索償不予支付的首筆金額。

1.21 恢復原狀費用

維修受損財物所涉及的費用，或當維修遭損失或損害的財物超出經濟效益，以本質上相同的物品更換該財物而所涉及的費用。我們為任何一項索償所支付的最高金額，稱為賠償限額。

1.22 實際價值賠償

在扣除損耗或折舊的金額後，因更換或維修受保財物遭損失或損害的某部分而涉及的費用。我們亦會考慮因更換或維修而直接得到改善的任何情況。

2. 第 1 部分 – 家居財物

在您住所中屬於您或您家庭成員的家居財物，均得到任何意外損失或損害的保障，然而我們不會保障以下情況：

- (a) 失竊
 - (i) 若住所無人居住。
 - (ii) 若住所或任何部分被借用或租用，但以使用武力進入住所除外。
 - (iii) 以欺詐手段造成，但以欺詐手段進入住所除外。
- (b) 惡意損害或破壞
 - (i) 若住所無人居住。
 - (ii) 由合法在住所內居住或逗留的人士造成。
- (c) 在無人居住的住所中，從任何洗衣機、洗碗機或固定供水或供暖裝置中出現洩漏水份或油份情況。
- (d) 特別持有物品受損。
- (e) 由不可承保風險產生的損害。
- (f) 因污染或玷污造成的損失、損毀或損害而產生之費用和開銷，但因在此承保的危險所引起的污染或玷污而導致受保物件損毀或損害則除外。
- (g) 另行及特別地在任何其他保單中投保的家居財物。

2.1. 出租住所的保險範圍

若將您的住所租賃或出租予除您以外的任何人士，我們將僅賠償因火災、爆炸、閃電、風暴、水浸、暴亂、工潮、飛機及其他空中或空間設備或從其掉落的物品、入屋爆竊、陸上汽車、馬匹或牛隻的撞擊、從住所內或住宅四周的任何供水系統或裝置所排放或溢出或洩漏的水份而造成的損失。

2.2. 額外保障

除賠償限額上另加支付額外保障金的 2.2.1 及 2.2.4 項外，賠償限額包括以下額外保障

2.2.1 臨時住所保障

如您的住所因本第 1 部分列明的任何意外損失或損害而無法居住，我們將會

- (a) 若您的住所意外損失或損害發生時，是由您及您的家庭成員擁有及居住其中；
- (b) 若您及您的家庭成員是您住所的租戶，並且需要根據您的租約繼續支付租金，

在您的住所正在重建、維修或更換時，賠償我們認為對您及您的家庭成員來說是合理及適當的臨時住宿所產生的費用。

任何賠償額將不超過每天港幣 1,000 元，每段保險期內的總賠償額則不超過港幣 50,000 元。我們會在賠償限額上另加支付此額外保障金。

2.2.2 臨時搬遷

我們將保障因您住所進行清潔、翻新、維修或其他類似目的，而需要臨時搬遷至您住所中其他位置或任何其他處所之家居財物，以及在香港境內以道路、鐵路或公共渡輪往返該處所之間的運輸。

任何賠償額及每段保險期內的總賠償額將不超過港幣 50,000 元。

2.2.3 窗戶、門鎖及鑰匙

當因入屋爆竊或企圖盜竊而造成損失或損害後，我們將以類似但不是更好的物品更換及安裝住所的窗戶、外門門鎖及／或鑰匙所產生的合理費用作出賠償，在每段保險期內最高為港幣 3,000 元。

2.2.4 個人意外

若您或您的家庭成員在三個月內直接因您住所的火災或失竊而導致意外死亡，在每段保險期內，我們將賠償您及每名身故家庭成員最高港幣 50,000 元作為死亡賠償金，總賠償金額為港幣 200,000 元（即最多四人死亡）。此額外保障金將在賠償限額上以另加支付的形式作出賠償。此額外保障金將會撥入死者的遺產內，若死者是未成年人士，則向他或她的監護人或父母予以賠償。

2.2.5 冷藏食品

若冷藏食品因意外原因造成的溫度變化而變壞，我們將賠償您住所冰箱或雪櫃中冷藏食品的更換費用。我們將不會賠償因下列原因而造成的任何損失或損害：

- (a) 使用超過 5 年的雪櫃的意外故障。
- (b) 電力公司或其員工的故意行為。

在每段保險期內，我們的最高賠償金額為港幣 5,000 元。

2.2.6 住所搬遷

若您及您的所有家庭成員搬遷住所，我們將保障您在由專業搬運工人從您住所運送至您在香港境內的新永久居所，以及在臨時存放期內（最多 7 天）存放於傢具存放處的家居財物。

我們將不會賠償

- (a) 在交付到新住所後的 7 天內，未有向我們報告的任何損失或損害，
- (b) 由瓷器、大理石、玻璃或類似的易碎物品開裂、刮花或破損而造成的損失或損害，由專業包裝人員包裝除外。

在每段保險期內，任何賠償額將不超過港幣 50,000 元。

此外，若您在搬遷前通知我們，我們將在搬遷開始後的兩個月內或直至保險期結束之時（以較先者為準），為新住所的家居財物提供保障。

此額外保障金將在兩個月屆滿或保險期結束時（以較先者為準）終止。

2.2.7 個人金錢

我們將賠償您或您的家庭成員在您住所中意外損失或被竊的金錢，但我們不保障以下損失：

- (a) 在發現損失或被竊後的 24 小時內，未有向警方報告；
- (b) 因錯誤或疏忽而導致的貶值、充公或短缺。

在每段保險期內，任何賠償額將不超過港幣 2,500 元。

2.2.8 租戶改善工程

在屬於您或您有法律責任的住所內，我們將對您為租戶所作出的以下改善工程作出保障：

- (a) 天花板覆蓋物；
- (b) 牆壁覆蓋物；
- (c) 地板覆蓋物；
- (d) 牆底邊緣；
- (e) 窗戶；
- (f) 門戶。

2.2.9 清理殘骸

在發生根據本部分受保的損失或損害後，我們將會賠償將家居財物的殘骸從住所移至最近獲認可設施的合理費用。在每段保險期內，任何賠償額將不超過港幣 10,000 元。

2.2.10 家庭傭工的財物

對於通常居住在您住所中的家庭傭工，我們將賠償其個人財物的損失或損害。我們將不會賠償不包括在家居財物定義中或遭受不可承保風險的任何財物。

在每段保險期內，任何一項物品的賠償金將不超過港幣 1,000 元，以及任何一項損失及總賠償金額將不超過港幣 5,000 元。

2.2.11 室內裝修

我們將保障承包商在您住所進行室內裝修（包括在您住所中進行增建、改建及維修）期間的家居財物，前提是室內裝修期不得超過兩個月。

在每段保險期內，任何賠償額將不超過港幣 100,000 元。

此額外保障將在室內裝修期屆滿（不超過兩個月）或保險期結束時（以較先者為準）終止。

2.3. 索償準則

2.3.1 我們將向您提供恢復原狀費用。

2.3.2 如為下列情況，我們將為您提供實際價值賠償

- (a) 對衣物、皮草、家用布匹、窗簾及家居裝飾提出的索償；
- (b) 您決定不把家居財物恢復原狀、維修或更換。

2.3.3 任何賠償金將不超過：

- (a) 任何一件家居財物為港幣 100,000 元。
- (b) 除非在承保表中另有訂明，否則在每段保險期內任何一件貴重物品為港幣 10,000 元，以及總賠償金額為港幣 100,000 元。

- 2.3.4 在每段保險期內，我們根據本第 1 部分賠償的最高金額，將不會超過承保表中訂明的賠償限額。
- 2.3.5 若任何受保物品包括一對或一套物品，我們所賠償的費用不會超過可能損失的任何特定部分的價值，並且不考慮此等物品可能具有的任何特殊價值，亦不會超過該一對和一套物品保險價值的比例部分。

2.4. 自負額

我們並不會承保

- (a) 對於因水浸所引致的每項索償的首港幣 1,000 元。
- (b) 因任何其他原因引起的每項索償的首港幣 500 元。

3. 第 2 部分 – 個人責任

若您或您的家庭成員以下列身份需要承擔法律責任，我們將就所有須承擔之款項向您及您的家庭成員作出賠償

- (a) 佔用該住所的私人住戶；
- (b) 該住所的業主；
- (c) 以個人身份；

有關的責任：

- (a) 對任何人士造成意外人身傷害；
- (b) 對財物造成意外損失或損害；

上述情況發生在保險期內，以及在香港或短暫停留的世界其他地方，其中每次停留不超過連續 90 天。

我們亦將向任何索償人賠償可從您或您家庭成員身上追討的法律費用及開銷，以及在我們書面同意下產生的所有費用及開銷。

3.1. 根據本部分，對於因單一原因或原始成因而導致的單一事件或一連串事件所產生的所有應付款項，我們的賠償責任將不超過港幣 5,000,000 元，但我們不會就以下情況向您賠償：-

- 3.1.1 對您或您的家庭成員或為您服務的任何人士造成的身體傷害。
- 3.1.2 屬於您或您的家庭成員或為您服務的任何人士或由其保管或控制的財物，所遭受的損失或損害。
- 3.1.3 因擁有、佔用或使用任何土地或建築物而產生的責任，但 (1) 承保表中訂明的住所，或 (2) 僅佔用任何臨時居所除外。
- 3.1.4 任何犯罪活動，或故意或惡意行為。
- 3.1.5 任何以賠償或其他方式作出付款的協議，但在沒有該協議的情況下將會附帶該責任則除外。
- 3.1.6 除僱用為您服務的家庭傭工外，從事的任何貿易專業或職業。
- 3.1.7 擁有、駕駛或使用（在作為沒有權利或無法控制的乘客下使用則除外）以機械形式驅進之車輛、飛機或船隻。
- 3.1.8 用任何馬匹進行狩獵、競賽或馬球。
- 3.1.9 擁有、使用或佔有任何動物（寵物狗或貓除外）。
- 3.1.10 由滲漏、污染或玷污直接或間接造成的個人傷害或人身傷害或財物損失、損害或無法使用，前題是本段落不適用於個人傷害或人身傷害或財產損失或身體損失或對已損害或損毀的有形財物造成的損失或物理損害或損毀的責任，其中此等滲漏、污染或玷污是在本保險期內因突發、非故意及意外事件所造成。
- 3.1.11 清除、消除或清理滲漏、污染或玷污物質的費用，但在保險期內由突發、非故意及意外事件造成的滲漏、污染或玷污除外。
- 3.1.12 罰款、處罰、懲罰性或懲戒性的損害賠償金。
- 3.1.13 因石棉直接或間接產生、導致或引發的任何索償或損失索償的責任。

3.2. 我們可能會就單一事件導致的任何一項或多項索償，向您支付賠償限額（在扣除作為賠償金的任何已支付金額後）或可以解決此等索償或往後索償的任何較少金額。根據本部分，我們將不會承擔與此等索償有關的進一步責任，但在此等付款日期前因處理此等索償而可追討或產生的訴訟費用和開銷則除外。

3.3. 租戶責任附加保障

若出租或租賃予您的住所（包括業主的建築物、固定裝置和設備）出現損失或損害，則第 2 部分中 3.1.2 所列有關您或您的家庭成員或為您服務的任何人士所保管或控制的財物之例外狀況並不適用，但若該損失或損害的賠償責任是根據租約或其他協議由您承擔，而在沒有此等租約或其他協議的情況下你並不會承擔此責任，此附加保障並不適用。

3.4. 管轄權條款

本保單提供的賠償，不適用於並非由香港具有管轄權的法院所作出或達至的一審判決，亦不適用於不論是透過相互協議或其他方式，為執行在香港境外作出的判決而在上述法院取得的命令。

3.5. 自負額

對此第 2 部份 - 個人責任中因財產意外損失或損害的每項索償，我們並不會承保首港幣 500 元。

4. 條款

4.1. 適用於整份保單的索償條款

4.1.1 當出現或可能出現索償時，您必須盡快以書面方式通知我們，但不得遲於索償出現後的 30 天。

4.1.2 對於損失或損害的索償，您必須：

- (a) 以您自費的方式向我們提供我們可能要求的所有證明資料及證據。
- (b) 因欺詐、失竊、惡意行為或暴亂而造成的任何損失，請立即通知警方。

4.1.3 對於責任索償，您必須：

- (a) 收到任何信件、索償令或傳票後，立即發送給我們。
- (b) 在您知悉任何即將進行的起訴調查或死因研訊後，立即通知我們。
- (c) 在未經我們同意下，不得作出任何承認、提議或付款承諾，若我們願意，則有權接管並以您的名義為解決任何索償而進行辯護，或為我們自身利益而以您的名義對任何索償、損害或其他事項提出起訴，以及在進行任何訴訟和解決任何索償時擁有完整的決定權，同時您必須提供我們可能要求的所有資料和協助。

4.1.4 對於個人意外索償，您必須：

- (a) 由您自費下轉寄我們要求的所有證明及資料。
- (b) 根據我們的要求次數接受體檢，費用由我們承擔。

4.1.5 您必須提供我們可能要求的所有資料和文件，以協助我們處理您的索償。否則，我們可能不會支付您的索償。

4.2. 適用於整份保單的條款

4.2.1 防止損失

您及您的家庭成員必須遵守所有法定義務，並採取一切合理措施：

- (a) 防止損失、損害或受傷，及
- (b) 將任何受保財物保持有效及良好的維修狀態

4.2.2 風險變化

在本保單生效期間，您必須就有關您的職業或住所用途的任何改變（這些改變可能會令損失的可能性增加）通知我們，以及在我們要求時支付額外的保費。

4.2.3 取消保單

(a) 由您取消

您可透過向我們發出書面通知以取消本保單。若您在目前的保險期內沒有提出任何索償，則在扣減因應本保單生效期間根據我們慣常採用的短期費率來計算的保費後，將會收到退還保費，其中我們將保留最低為港幣 500 元的保費。

已提供保障的保險期	退還保費
不超過 1 個月	已支付保費的 90%
2 個月	已支付保費的 80%
3 個月	已支付保費的 70%
4 個月	已支付保費的 60%
5 個月	已支付保費的 50%
6 個月	已支付保費的 40%
7 個月	已支付保費的 30%
8 個月	已支付保費的 20%
9 個月	已支付保費的 10%
超過 9 個月	不予退還

(b) 由我們取消

我們可透過發送掛號信件至您最後的已知地址，以在給予您 14 天預先通知下取消本保單。在這種情況下，我們將會向您退還所有未曾使用的部分保費。

4.2.4 仲裁

由本保單引起的所有異議，均必須根據現行的《仲裁條例》透過仲裁解決。若雙方未能就仲裁員或裁判員的選擇達成共識，則必須交由香港國際仲裁中心的主席作出選擇。在此明確規定，對於依據本保單而提出法律行動或訴訟的權利，先決條件是必須先取得仲裁裁決。若本公司就本保單項下的任何索償不對受保人承擔任何責任，同時該索償不得在該免責聲明當日起十二個日曆月內根據本保單所列之條款提交仲裁，則該索償在任何情況下均須視為已被放棄，此後不得根據本保單追討。

4.2.5 代位權

在我們根據本保單就任何損害支付款項或作出賠償後，我們將擁有權利或代位權，受保人必須應我們的要求，在我們承擔費用下作出及同意作出及批准作出所有必要及合理的行動及事項，以便強制執行任何權利及補救措施，或從其他方追討救濟或賠償，不論此等行動及事項是在本公司作出賠償之前或之後是必要或需要。

4.2.6 免分擔條款

如在本保單項下產生任何索償時，有任何其他保險承保相同的損失、損害或責任，我們將不會負責支付或分擔在該等其他保單項下的任何索償。

4.2.7 自動續保

除非我們在目前的保險期限屆滿前至少 14 天收到書面通知，否則本保單將以相同條款或任何於續保通知書訂明之修改，在支付保費後每年自動續保。

4.2.8 合約（第三者權利）條例

《合約（第三者權利）條例》（香港法例第 623 章）不適用於本保單，可強制執行保單條款的立約只有您和我們（或您或我們的授權代表）。

4.3. 本保單的中英文本如有歧異，概以英文本為準。

5. 一般不承保事項

(適用於整份保單的不承保事項)

5.1 本保單或隨後新增的任何部分，並不保障因以下原因直接或間接造成或促成或產生的任何財物損毀或損害、死亡、人身傷害、開銷或任何結果性的責任損失：-

5.1.1 放射性風險

- (a) 核武物料；
- (b) 任何核燃料或燃燒核燃料造成任何核廢料而產生的電離子輻射或放射性污染；
- (c) 任何爆炸性核機組或其核元件的放射性、毒性、爆炸性或其他危險特性。

5.1.2 戰爭風險

5.1.3 任何政府或公共或地方當局為防止或試圖防止任何行為，或盡量減低任何行為所造成的後果，或充公或收歸國有，而引致財物被徵用、破壞或損害。

5.1.4 聲震

由飛機或其他飛行裝置造成的壓力波。

5.2 有關戰爭及恐怖主義的不承保事項批單

即使本保單內存在任何相反的規定或任何批單，但雙方同意本保單不承保直接或間接由以下任何事件造成、導致或與之相關的任何性質的損失、損害、費用或開銷，不論該損失是否由任何其他原因或事件同時或以任何其他次序促成；

- (a) 戰爭、侵略、外敵行為、敵對局面或類似戰爭的行動（不論是否宣戰）、內戰、叛亂、革命、反叛、或程度上有如或相當於起義、軍事或篡權行動的內亂；或

- (b) 任何恐怖主義活動

就本批單而言，恐怖主義活動是指任何個人或團體，不論是以單獨還是代表任何組織或政府或與之相關的方式，因政治、宗教、意識形態或類似目的，而作出包括但不限於使用武力或暴力及／或威脅使用武力的行為，包括意圖影響任何政府及／或使公眾或任何部分公眾感到恐慌。

本批單亦不承保直接或間接因控制、防止、壓制或以任何方式與上述 (a) 及／或 (b) 相關而造成、導致或與之相關的任何性質的損失、損害、費用或開銷。

若本公司聲稱由於此不承保事項，而令任何損失、損害、費用或開銷不在本保單的保障範圍內，則證明相反情況的責任乃受保人的責任。

即使發現本批單的任何部分無效或無法執行，其餘部分仍保持完全效力。

5.3 有關污染及爆炸品的恐怖主義不承保事項

雙方同意不論在任何促成原因下，本保單均不保障因以下原因直接或間接導致的任何損失、損害、費用或開銷因任何恐怖主義活動而出現的

- (a) 生物或化學污染，
- (b) 導彈、炸彈、手榴彈、爆炸品，

就本批單而言，恐怖主義活動是指任何個人或團體，不論是以單獨還是代表任何組織或政府或與之相關的方式，因政治、宗教、意識形態或種族目的或理由，而作出包括但不限於使用武力或暴力及／或威脅使用武力的行為，包括意圖影響任何政府及／或使公眾或任何部分公眾感到恐慌。

就 a) 而言，「污染」是指受到化學及／或生物物質的影響而造成的污染、中毒或令物體的使用受阻及／或受限。

若本公司聲稱由於此不承保事項，而令任何損失、損害、費用或開銷被排除於本保險的承保範圍之內，則證明相反情況的責任由受保人負責。

5.4 財產網絡及數據批單 (LMA5400)

1. 即使本保單內存在任何相反的規定或任何批單，本保單將不保障：
 - 1.1 網絡損失，但符合第 2 段的規定則除外；
 - 1.2 直接或間接因任何數據喪失用處、功能減少、維修、更換、恢復或複制，而造成、促成、導致、產生或與之相關的任何性質的損失、損害、責任、索償、費用、開銷，包括與此等數據的價值有關的任何金額，但符合第 3 段的規定則除外；不論是否由任何其他原因或事件同時或以任何前後次序間接導致。
2. 根據本保單或其任何批單的所有條款、細則、限制及不承保事項，對於因網絡事故而直接導致的任何接續火災或爆炸，本保單保障在其項下因此而對受保財物所造成的物理損失或物理損害，但若該網絡事故是由網絡行為造成、促成、導致、產生或與之相關，包括但不限於為控制、防止、壓制或補救任何網絡行為而採取的任何行動則除外。
3. 根據本保單或其任何批單的所有條款、細則、限制及不承保事項，若受保人擁有或營運的數據處理媒體遭受本保單所保障的物理損失或物理損害，本保單將保障維修或更換數據處理媒體本身的費用，以及從備份或前一代原件複製數據的費用。此等費用將不包括研究及工程費用，亦不包括任何重建、收集或組裝數據的費用。若未有維修、更換或恢復此等媒體，則價值將以空白數據處理媒介的費用為基礎進行估算。然而，即使此等數據無法重建、收集或組裝，本保單亦不承保與此等數據的價值、受保人或任何其他方有關的任何金額。
4. 即使發現本批單的任何部分無效或無法執行，其餘部分仍保持完全效力。
5. 若與本保單或其任何批單中有關網絡損失、數據或數據處理媒體的任何其他詞彙產生衝突，本批單將取代該詞彙。

定義

6. 網絡損失是指由任何網絡行為或網絡事故直接或間接造成、促成、導致、產生或與之相關的任何性質的損失、損害、責任、索償、費用或開銷，包括但不限於為控制、防止、壓制或補救任何網絡行為或網絡事故而採取的任何行動。
7. 網絡行為是指未經授權、惡意或犯罪行為，或一系列相關的未經授權、惡意或犯罪行為，不論於什麼時間和地點發生，亦不論是否涉及存取、處理、使用或操作任何電腦系統的威脅或惡作劇。
8. 網絡事故是指：
 - 8.1 涉及存取、處理、使用或操作任何電腦系統的任何錯誤或疏忽或一連串相關的錯誤或疏忽；或
 - 8.2 任何部分地或完全地無法使用或不能、或一連串相關的部分地或完全地無法使用或不能存取、處理、使用或操作任何電腦系統。
9. 電腦系統是指：
 - 9.1 由受保人或任何其他方擁有或營運的任何電腦、硬件、軟件、通訊系統、電子裝置（包括但不限於智能手機、手提電腦、平板電腦、可穿戴式裝置）、伺服器、雲端或微控制器，包括任何上述類似的系統或任何配置，以及包括其任何相關的輸入、輸出、數據儲存設備、網絡設備或備份設備。
10. 數據是指經由電腦系統使用、存取、處理、傳輸或儲存的形式記錄或傳輸的資料、事實、概念、代碼或任何其他類型的資料。
11. 數據處理媒介是指本保單承保之任何可儲存數據的財物，但不是數據本身。

5.5 有關放射性的不承保條款

本保單不承保由任何類型的核能或放射性物質直接或間接造成、導致或與之相關的任何性質的損失、損害、費用或開銷（包括但不限於以下任何一項，不論該損失是否由任何其他原因或事件同時或以任何前後次序間接導致）：

- a) 任何核燃料或任何核廢料或燃燒核燃料所產生的電離子輻射或放射性污染
- b) 任何核子裝置、反應堆或其他核機組或其核元件的放射性、毒性、爆炸性或其他危險或污染特性
- c) 任何使用原子或核裂變及／或核聚變或其他類似反應，或放射性能量或物質的武器或其他裝置。

5.6 屬制裁的不保事項

不論本保單內是否有相反規定，下列條款將適用：

倘根據於本保單開始生效時適用於本公司或於其後任何時間適用於本公司的任何法律或法規，向受保人提供保障會或將會因違反聯合國決議下的任何制裁、禁令或限制，或歐盟、英國、美國或中華人民共和國／香港的貿易或經濟制裁、法律或法規而屬違法，則本公司無論如何將不會向受保人提供會導致其違反上述法律或法規的保障或利益或承擔任何責任。

5.7 有關傳染病的不承保事項批單 (LMA 5393 rev)(僅適用於第 1 部分)

1. 即使本保單中存有任何相反的規定，本保單不保障任何直接或間接因傳染病或對傳染病的恐慌或傳染病的威脅 (不論是實際的還是感覺到的恐慌或威脅)，而引致、由於或同時或以任何次序發生的損失、損害、責任、索償、費用、開銷或其他金額。
2. 就本批單而言，損失、損害、索償、費用、開銷或其他金額包括但不限於清理、解毒、清除、監測或測試下列事項的任何費用：
 - 2.1. 傳染病，或
 - 2.2. 受此等傳染病影響的任何本保單之受保財物。
3. 如本保單所引用，傳染病是指可以透過任何物質或媒介，從任何生物體傳播到另一種生物體的任何疾病，其中：
 - 3.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，不論是否被視為活體，及
 - 3.2. 該傳播方法 (不論是直接或間接傳播) 包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
 - 3.3. 該疾病、物質或媒介可能造成或威脅人類健康或人類福祉受損，或可造成或威脅財物損害、逐漸退化、喪失價值、喪失其銷售性或喪失其用途。
4. 本批單適用於所有額外保障、附加保障、已豁免的任何不承保事項，以及其他授予的保障。本保單中所有其他條款、細則及不承保事項則維持不變。

5.8 有關傳染病的不承保事項 (LMA 5396 rev)(僅適用於第 2 部分)

1. 即使本保單中存有任何相反的規定，本保單不保障直接或間接地 (不論是因任何其他原因同時或以任何次序促成) 源自、造成、產生、促成、導致或以其他方式與傳染病或對傳染病的恐慌或傳染病的威脅有關的所有實質或聲稱的損失、責任、損害、賠償、傷害、患病、疾病、死亡、醫療費用、辯護費用、費用、開銷或任何其他金額。
 2. 就本批單而言，損失、責任、損害、賠償、傷害、患病、疾病、死亡、醫療費用、辯護費用、費用、開銷或任何其他金額，包括但不限於清理、解毒、清除、監測或測試傳染病的任何費用。
 3. 如本保單所引用，傳染病是指可以透過任何物質或媒介，從任何生物體傳播到另一種生物體的任何疾病，其中：
 - 3.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，不論是否被視為活體，及
 - 3.2. 該傳播方法 (不論是直接或間接傳播) 包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
 - 3.3. 疾病、物質或媒介可能造成或威脅人身傷害、生病、情緒困擾、對人類健康、人類福祉或財物造成損害。
- 本保單中所有其他條款、細則及不承保事項則維持不變。

收集個人資料聲明

請掃描以下二維碼查看保特保險(香港)有限公司(「本公司」)的收集個人資料聲明。您亦可致電本公司的客戶服務熱線 3123 3344 索取收集個人資料聲明副本。



中文