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# CPIC HOME POLICY

# **Important notice**

This Supporting Jacket, the Schedule and Insurance Contract Wording Affixed hereto are to be read together as one document.

# **CPIC HOME POLICY**

#### **GENERAL DEFINITIONS**

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

#### You / Your

The Insured stated in the Schedule.

#### Your Family

Your spouse, children, parents and relatives who permanently residing

#### We/The Company/Us/Our

China Pacific Insurance Company (H.K.) Ltd.

#### **SECTION I - HOME CONTENTS**

#### **DEFINITIONS**

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

#### Contents

All valuables, household improvements, furniture, furnishings, home appliances, household and personal effects belonging to You or Your Family or for which You or Your Family are responsible excluding:

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

#### Valuables

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

## Household Improvements

Improvements and betterment on walls, windows, ceilings, floors and doors made by You within Your Home.

#### Personal Effects

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

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

# LIMITS

Our liability under this Section shall not exceed:

- HK\$10,000 any one item of valuables, subject to maximum limit of HK\$150,000 in aggregate
- 2
- THK\$100,000 any one item other than valuables
  The Sum Insured stated in the Schedule for all loss or damage during 3. any one Period of Insurance.

Where any insured Content consists of articles which form part of a set, suite, group or collection of articles of similar nature, colour, pattern or design, Our liability shall not exceed the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the Sum Insured hereby on such pair or set.

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

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

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

# ADDITIONAL PROTECTION

We will also cover You in respect of:

#### Alternative Accommodation

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

#### Fatal Accident Benefit

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

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

#### Money In Home / Credit Cards

Loss or theft of money, collection of stamps, coins or medals in Your Home or loss arising from unauthorised use of credit cards for an amount up to HK\$2,500 any one occurrence and in aggregate during each Period of Insurance.

Provided We do not cover loss:

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

#### Lock

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

#### Removal of Debris

The actual cost necessarily and reasonably incurred in the removal of debris including the removal of Contents whether damaged or not following destruction or damage due to an insured cause up to HK\$10,000 any one occurrence and in aggregate during each Period of Insurance provided that such cost is not recoverable under any other Insurance Policy.

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

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

#### Frozen Food and Drinks

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

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

#### Domestic Helper's Property

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

- the loss or damage would have been covered by this Section had the property belonged to You
- the domestic helper will observe the terms and conditions of this Policy as if he or she were You.

# Alteration or Repair

Coverage to Contents shall not be prejudiced by any alteration, repair, decoration or maintenance works performed at Your Home provided that the contract value of each such work shall not exceed HK\$20,000.

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

# **EXCLUSIONS**

We do not cover You for:

- property more specifically insured
- loss or damage caused by or arising from
  - wear and tear
  - rot, mildew, rust, corrosion, insects, woodworm, vermin
  - c. d.
  - dyeing, scratching, cleaning, repair, renovation faulty manipulation, design, plan, specification or materials gradual deterioration, market depreciation
  - e.
  - mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section
  - change in temperature, colour, flavour, texture or finish g. h. action of light, atmospheric or climatic condition
  - landslip, subsidence or erosion i.
  - domestic animals
  - deliberate acts or neglect by You or Your Family
  - infidelity or dishonesty on the part of You, Your Family or any

of Your employees

- loss or damage to Contents by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Home while any part of it is loaned or let to any person
- theft or attempted theft while Your Home is unoccupied for more than thirty (30) consecutive days
- loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list
- mysterious disappearance or unexplained loss
- the first HK\$250 of each and every loss or damage unless otherwise

#### LIMITATION OF COVER

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

#### **EXTENSIONS**

#### Landslip and Subsidence

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

- loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - coastal erosion
  - h heave
  - bedding down of structures or the settlement of made up c. ground within five (5) years of the completion of such works
- loss of or damage to paths, drives, fences, gates, boundary and
- retaining walls caused by subsidence and/or landslip unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Contents
- loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- consequential loss or damage of any kind or description
- the first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the Period of insurance.

#### Warranted:

- You shall maintain Your Home in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip
- You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Special Administrative Region Government including the guideline stipulated in the GEOGUIDE 5-GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong Special
- Administrative Region You shall notify Us immediately:
  - if any excavations are commenced beneath, around or in the vicinity of Your Home. In such event We will have the right to vary or cancel the cover provided under this Policy
  - of the operation of an insured peril affecting any part of the site (whether or not the Insured Property is involved) or its nearby surroundings.

# **SECTION II - PERSONAL LIABILITY**

### **DEFINITIONS**

#### Geographical Limits

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

# COVER

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

- accidental bodily injury to any person
- accidental loss of or damage to property

occurring during the Period of Insurance and within the Geographical Limits.

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

#### LIMITS

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\$7,500,000.

We may in connection with any one claim or number of claims arising out

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

#### **EXCLUSIONS**

We do not cover You for:

- bodily injury, illness or disease suffered by You of Your Family or Your employees
- 2. liability in respect of loss of or damage to any property belonging to or in the charge or the control of You
- any liability arising out of the occupation or use of any land or building other than Your Home specified in the Schedule any liability arising out of the ownership of any land or building
- any liability arising out of the ownership, possession or use of lift, elevators or escalators, mechanically-propelled vehicles, aircraft or watercraft
- 6. any liability arising out of the ownership, possession or use of any animal other than domestic dog or cat
- liability arising out of Your occupation, business, trade or profession
- any liability attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 9. any liability in respect of fines, penalties, punitive or exemplary damages
- liability which is insured by or would but for the existence of this Section be insured by any other Policy except in respect of any excess beyond the amount payable under such other Policy or would have been payable under such other Policy had this insurance not been effected.

#### **EXTENSIONS**

#### Tenant's Liability

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

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

### Owner's Liability

If the 'Buildings' Section under this Policy is effected, We will cover Your legal liability as owner of the Building.

# **SECTION III - BUILDINGS**

### **DEFINITIONS Buildings**

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

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

### COVER

We will cover You against unforeseen and sudden physical loss of or damage to Your Buildings unless the cause is excluded up to the Sum Insured stated in the Schedule under this Section.

We will pay the costs actually incurred to rebuild or repair Your Buildings to the same condition and extent it was when new provided the Sum Insured is not less than 80% of the rebuilding costs of all the Buildings.

In the event where the Sum Insured is less than 80% of the full rebuilding costs at the time of loss or damage, the amount payable by Us is the proportion which the Sum Insured bears to the total rebuilding costs of the Buildings so insured at the time of the loss. You are considered as being Your own insurer for such under-insurance and bear a rateable proportion of the loss.

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

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

#### **EXCLUSIONS**

We do not cover Your Buildings for:

- loss or damage caused by or arising from
  - wear and tear
  - b) rot, mildew, rust, corrosion, insects, woodworm, vermin
  - dyeing, scratching, cleaning, repair, renovation
  - ď) faulty manipulation, design, plan, specification or materials
  - gradual depreciation, market depreciation
  - mechanical or electrical breakdown, failure or derangement

unless accompanied by other damage for which indemnity is provided by this Section

change in temperature, colour, flavour, texture or finish

landslip, subsidence or erosion

í١ domestic animals

- j) deliberate annual ji) deliberate acts or neglect by You or Your Family loss or damage by theft or attempted theft not accompanied by forcible and violent entry to or exit from Your Buildings while any part of it is loaned or let to any person
- theft or attempted theft while Your Buildings are unoccupied for more
- than sixty (60) consecutive days
  the first HK\$250 of each and every loss or damage unless otherwise specified

#### LIMITATION OF COVER

If Your Home is not occupied by You or Your Family, 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, water discharged or overflowing or leaking from any water system or installation in or about the Buildings

#### **EXTENSIONS**

# **Building Fees and Costs**

We will also cover You in respect of:

- any additional costs of reinstatement of the Buildings if the Government or Local Laws require changes to be made
- 2. architect, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us
- the cost to demolish and remove the debris

following loss or damage insured by this Section and provided that such fees and costs together with the amount otherwise payable under this Section do not exceed the Sum Insured on Buildings.

#### Landslip and Subsidence

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

- loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - coastal erosion a.

  - bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works
     loss of or damage to paths, drives, fences, gates, boundary and
- retaining walls caused by subsidence and/or landslip
- unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair Your Building
- loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- consequential loss or damage of any kind or description the first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the Period of Insurance.

# Warranted:

- You shall maintain Your Building in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip
- You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Special Administrative Region Government including the guideline stipulated in the GEOGUIDE 5-GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong Special Administrative Region
- You shall notify Us immediately:
  - if any excavations are commenced beneath, around or in the vicinity of Your Building. In such event We will have the right to vary or cancel the cover provided under this Policy of the operation of an insured peril affecting any part of the site
  - (whether or not the Insured Property is involved) or its nearby surroundings.

#### Automatic Reinstatement

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

# SECTION IV - PERSONAL POSSESSIONS

# **DEFINITIONS**

Valuables

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

# Personal Possessions

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

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

#### LIMITS

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

any one unspecified item

HK\$5,000 or 25% of sum insured on unspecified Personal Possessions whichever is the less

2. any one specified item the Sum Insured for each item stated in the Schedule

3 all loss or damage during any one Period of Insurance

the Total Sum Insured stated in the Schedule.

Where any insured item consists of articles which form part of a set, suite, group or collection of articles of similar nature, colour, pattern or design, Our liability shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the Sum Insured hereby on such pair or set.

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

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

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

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

#### **EXCLUSIONS**

We will not cover You for:

- property more specifically insured
- property held or used in connection with any business, profession or employment
- money or credit cards contact or corneal lenses
- mobile / portable radio telecommunication equipment and pagers
- loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list
- loss or damage caused by or arising from
  - wear and tear
  - b. rot, mildew, rust, corrosion, insects, woodworm, vermin

  - dyeing, scratching, cleaning, repair, renovation faulty manipulation, design, plan, specification or materials d.
  - gradual deterioration, market depreciation
  - mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this Section
  - change in temperature, colour, flavour, texture or finish
  - domestic animals
  - deliberate acts or neglect by You or Your Family
  - infidelity or dishonesty on the part of You, Your Family or any j. of Your employees
- loss of or damage to Personal Possessions by theft or attempted theft from any unattended vehicle unless all windows are securely
  - closed and all doors and the boot are locked from any open or convertible car or car with the sun roof open loss caused by detention, seizure or confiscation by customs or
- other officials
- mysterious disappearance or unexplained loss the first HK\$250 of each and every loss or damage unless otherwise specified.

# SECTION V - DOMESTIC HELPER

(Item 1 applies to both Plan A and Plan B)

# **EMPLOYER'S LIABILITY**

### **DEFINITIONS**

Domestic Helper

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

#### The Ordinance

The Employees' Compensation Ordinance.

# Pneumoconiosis and Mesothelioma

Meaning same as that assigned to the expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of the Hong Kong Special Administrative Region).

#### **CPIC HOME POLICY**

#### Noise-Induced Deafness

Meaning same as that assigned to the expression in the Occupation (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region).

#### COVER

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

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

#### LIMITS

HK\$100 million any one event inclusive of all costs and expenses according to the Employees' Compensation Ordinance and Common

#### **EXCLUSIONS**

- any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement a.
- any sum which You would have been entitled to recover from any party but for an agreement between You and such party
- any injury by accident or disease sustained by the Domestic Helper outside the Hong Kong Special Administrative Region unless such injury is arising out of and in the course of employment while the Domestic Helper is accompanying You on overseas
- any liability arising from Pneumoconiosis or Mesothelioma or d. Noise-Induced Deafness
- any late payment, surcharge, fines, penalties or punitive, aggravated or exemplary damages for which You may become e. liable under the Ordinance or independently of the Ordinance
- f. any person who is not an employee of You within the meaning of Ordinance.

(Items 2 to 10 apply to Plan B only)

# **CLINICAL EXPENSES**

#### **COVER**

We will pay the actual expenses reasonably and necessarily incurred by the Domestic Helper for medical treatment from a clinic for Bodily Injury or Sickness during the Period of Insurance less any sums recovered or recoverable from other sources.

#### LIMITS

- HK\$150 per visit per day for medical treatment and prescribed medical supplies received from a legally qualified and registered medical practitioner
- HK\$100 per visit per day for treatment by licensed or registered b. bonesetter or physiotherapist and HK\$500 in aggregate during the Period of Insurance
- HK\$3,000 in aggregate for all the expenses under this Item for each Domestic Helper during the Period of Insurance.

#### SURGICAL AND HOSPITALISATION

#### COVER

We will pay the actual expenses reasonably and necessarily incurred by the Domestic Helper while as a patient confined in a hospital for surgery or treatment of Bodily Injury or Sickness.

#### LIMITS

- HK\$300 per day for room and board and other miscellaneous a. hospital services
- h HK\$10,000 per surgical operation
- 25% of the amount payable under b) above for anaesthesia and its administration
- 12.5% of the amount payable underb) above for use of the operating theatre
- HK\$30,000 in aggregate for all the expenses under this Item for each Domestic Helper during the Period of Insurance.

# LOSS OF SERVICES CASH ALLOWANCE

We will pay You HK\$200 each day commencing from the fourth (4) day of each hospital confinement in the event that the Domestic Helper is confined in a hospital as a registered in-patient for surgery or treatment of Bodily Injury or Sickness causing loss or interruption of service to You during the Period of Insurance.

### LIMITS

HK\$6,000 in aggregate for each Domestic Helper during the Period of Insurance.

### **EXCLUSIONS FOR ITEMS 2. 3 and 4**

We do not cover any event which is caused directly or indirectly by or which results from:

- nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilisation,
- heart disease or cancer rest-cure or physical check-up h.
- cosmetic or plastic surgery unless to correct an injury for which C. this Policy covers
- this Policy covers vaccinations, immunisation, injections or preventive medication.

  DENTAL EXPENSES

### 5.

### COVER

We will pay two-thirds (2/3) of the actual expenses reasonably and necessarily incurred by the Domestic Helper during the Period of Insurance for oral surgery, treatment of abscesses, x-rays, extractions or fillings as a result of dental disease provided such treatment and services are received from a legally qualified and registered dentist.

#### LIMITS

HK\$1,500 in aggregate for each Domestic Helper during the Period of Insurance.

#### **EXCLUSIONS**

We do not cover any event which is caused directly or indirectly by or which results from:

- any routine examination, scaling, polishing or cleaning and
- cost of any bridges, braces and dentures.

#### 6. PERSONAL ACCIDENT

#### COVER

We will pay to the Domestic Helper or the legal personal representatives the following compensation if the Domestic Helper suffers Bodily Injury as a result of an accident which occurs during the rest days and during the Period of Insurance provided that such Bodily Injury is not covered by the Ordinance and occurs within twelve (12) calendar months from the date of such accident:

HK\$100,000
HK\$100,000
HK\$100,000
HK\$100,000
HK\$100,000
HK\$ 50,000
HK\$ 50,000

Loss of Limb shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm or leg at or above elbow or knee.

Loss of Sight shall mean entire and irrecoverable loss of all sight.

HK\$100,000 for each Domestic Helper during the Period of Insurance.

#### **EXCLUSIONS**

We do not cover any event which is caused directly or indirectly by or which results from the Domestic Helper engaging in or taking part in driving or riding in any kind of race or in any underw ater activities involving the use of breathing apparatus.

# **REPATRIATION EXPENSES**

#### COVER

We will pay:

- the cost of repatriating the Domestic Helper to the country of residence by scheduled flight (economy class) including the cost of ambulance transfer to and from the airport if the Domestic Helper is certified by a legally qualified and registered medical practitioner as medically unfit to continue the contract of employment in the event of serious Sickness or Bodily Injury
- the cost of post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the Domestic Helper's country of residence in the event of Death.

#### **LIMITS**

HK\$20,000 in aggregate for each Domestic Helper during the Period of Insurance.

#### **RE-HIRING EXPENSES** 8.

# COVER

We will pay the actual expenses reasonably and necessarily incurred by You to employ a new Domestic Helper in the event that You repatriated the Domestic Helper or returned the mortal remains to the country of residence and a valid claim is payable under Item 7 of this Section.

#### LIMITS

HK\$5,000 for each Domestic Helper during the Period of Insurance.

# **EXCLUSIONS FOR ITEMS 7 AND 8**

We will not be liable in respect of any repatriation or transportation of mortal remains originating outside the Hong Kong Special Administrative Region.

#### LOAN PROTECTION 9.

#### COVER

We will reimburse You the amount of the outstanding loan if Your financial loan to Your Domestic Helper could not be collected in the event that Your Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Item 7 of this Section provided that:

- the loan is documented as if a contract recognised by the law in the Hong Kong Special Administrative Region
- the outstanding amount can be quantified by the above document or by any other evidences acceptable to Us and is not less than HK\$1,000.

#### LIMITS

HK\$5,000 for each Domestic Helper during the Period of Insurance.

#### FIDELITY GUARANTEE 10.

We will pay the financial loss resulting from fraud or dishonest act committed by the Domestic Helper provided that:

- the fraud or dishonest act must be committed during the Period a. of Insurance
- the fraud or dishonest act must be discovered during the Period of Insurance or within fifteen (15) days after the expiration of this Policy or within fifteen (15) days after death, dismissal or expiry of employment contract of the Domestic Helper
- any money due by You to the Domestic Helper shall be deducted C. from any amount of loss
- discovery of any fraud or dishonest act must be reported to the police within twenty-four (24) hours the burden of proof rests on You and that Your financial loss is d.
- e. a result of fraud or dishonest act committed by the Domestic Helper.

#### LIMITS

HK\$10,000 for each Domestic Helper including HK\$3,000 for unauthorised telephone calls for each Domestic Helper during the Period of Insurance.

# **WAITING PERIOD**

No benefits will be payable under Item 2 (Clinical Expenses), 3 (Surgical and Hospitalisation), 4 (Loss of Services Cash Allowance) and 5 (Dental and Hospitalisation), 4 (Loss of Services Cash Allowance) and 5 (Dental Expenses) in respect of claims during the first fourteen (14) days of the Period of Insurance. No waiting period will be applicable to Policies which have been renewed without interruption following the expiry of a preceding Policy.

# **EXCLUSIONS FOR SECTION V**

We do not cover any event which is caused directly or indirectly by or which results from:

- intentional self-inflicted injury or suicide (whether felonious or a. not) or any attempt thereat whether sane or insane
- childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may b. have been accelerated or induced by accident
- intoxication by alcohol, narcotics or drugs not prescribed by a C. legally qualified and registered medical practitioner and treatment
- in connection with addiction to drugs or alcohol HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or d. AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named
- pre-existing injury, sickness or disease of the Domestic Helper prior to inception of this insurance. For the purpose of Items 2,3,4 and 5, no benefits shall be payable for injury, sickness or disease sustained prior to inception of the Domestic Helper's insurance and for which result medical treatment was received within three (3) consecutive months immediately before inception of the Domestic Helper's insurance. Provided no medical treatment is incurred on such injury, sickness or disease within three (3) consecutive months immediately after inception of the Domestic Helper's insurance, benefits under these sections shall subsequently become payable
- any injury, sickness, accident or event occurring and/or medical treatment or surgery received outside the Hong Kong Special Administrative Region unless otherwise specified.

# **CONDITIONS FOR SECTION V**

Avoidance of Certain Terms and Right of Recovery

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under this Section You shall repay the amount to

Change in Domestic Helper b.

During the Period of Insurance, any new Domestic Helper replacing an existing Domestic Helper named in the Schedule shall be entitled to the same Benefits less any amount already paid in respect of loss or damage sustained by the existing Domestic Helper.

Proof of Loss 

It is a condition precedent to any of Our liability under this Section that You shall at Your own expenses furnish to Us such certificate, that You shall at Your own expenses further to 0's such certificate, information and evidence as We may from time to time reasonably require in the form and of the nature described by Us. We will be ellowed at Our own expenses upon reasonable notice to You to have a medical examination of the Domestic Helper from time to time or in the case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.

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

### **GENERAL EXCLUSIONS**

#### War and Kindred Risks

Loss, destruction or damage by

- war, invasion, act of foreign enemy, hostilities or warlike operations 1. (whether war be declared or not) or civil war
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military 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 stage of siege
- requisition or destruction of or damage to property by or under the order of Government or Local Authority or confiscation or nationalisation.

#### Terrorism

Loss, destruction or damage, happening through or in consequence of acts of terrorism committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this Exclusion, terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

#### Radioactive Contamination

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

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

# Sonic Bangs

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

# Pollution or Contamination

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

#### Consequential Loss

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

# **GENERAL CONDITIONS**

#### Precautions

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

#### **Duty to Comply with Policy Terms and Conditions**

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

# Claims - Your Duty

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

- For loss or damage claims You must: 1.
  - at Your expense provide Us with all certified information and
  - evidence as We may request notify the Police immediately of any loss, destruction by malicious acts, riot or civil commotion or damage by theft or attempted theft and supply them with a full list and description of missing or damaged articles
  - For liability claims You must:
    - send Us any letter, claim writ or summons immediately when it is received

# **CPIC HOME POLICY**

- advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry
- not make any admission, offer or promise of payment without Our consenf

#### Claims - Our Rights

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

#### Fraud

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

#### Misrepresentation

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

If at any time of loss, destruction or damage there is any other insurance covering such incidents, We will only pay Our rateable proportion of such loss. Not applicable to Item 6 'Personal Accident' under Section V 'Domestic Helper'.

#### Subrogation

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

#### Change in Risk

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

#### Cancellation

### By You

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

#### By Us

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

### Arbitration

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

### Jurisdiction Clause

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

#### 24 - HOUR HOME ASSISTANCE SERVICES

# **DEFINITIONS**

Inter Partner Assistance Hong Kong Limited.

#### Member

You and Your Family covered under this Policy

## We / Us / The Company

China Pacific Insurance Company (H.K.) Ltd.

**Policy** CPIC Home Insurance

Location stated in the Schedule of the Policy

#### SERVICES

We have arranged the Hotline Home Assistance Services with Inter Partner Assistance Hong Kong Limited (I.P.A.) to provide the following services. The Member can contact I.P.A. Alarm Centre at (852) 2861 9296 and quote the Policy number.

# Electrical Assistance

In the event of emergency, the Member needs assistance on the electrical system (main switch failure and electrical socket) at the Residence, I.P.A. will arrange a registered electricians to repair the

Plumbing Assistance
In the event of clogging of the water supply system (except the water tap) or water pipe bursting in the Member's Residence, I.P.A. will arrange a licensed plumber to repair the water supply system.

#### Locksmith Assistance

In the event that the Member cannot access the Residence by reason of being locked accidentally outside the Residence, I.P.A. will arrange a locksmith to gain access to the Residence.

#### Doctor / Dentist Referral

Upon request, I.P.A. will arrange a house call to the Residence by a duly registered doctor or medical specialist or secure an appointment with a dental practitioner.

#### Baby Sitting / Nursing Referral

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

#### Temporary Domestic Helper Referral

I.P.A. can assist the member to arrange a temporary local domestic helper while the Member has a tentative need of domestic helper or during the existing domestic helper's absence.

#### Pest Control / Cleaning Referral

Upon request, I.P.A. can arrange a company specialised in pest control to deal with the pest problem at the Residence or a cleaning company to assist the Member to clean the Residence.

**Domestic Helper Advice**Upon request, I.P.A. can provide information relating to the overseas domestic helpers according to the information released by Labour

The above services are purely on referral or arrangement basis only. All the costs incurred in using the services shall be at the Member's own expenses. Furthermore, these professionals referred by I.P.A. are not employees, agents or servants of I.P.A. or the Company and neither the Company nor I.P.A. assumes any liability arising from the performance of such services.