

Domestic Care Insurance Scheme

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

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **CHINA TAIPING INSURANCE (HK) COMPANY LIMITED**. (Hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms exclusions conditions limit of liability contained herein or endorsed hereon (Hereinafter collectively referred to as "the Terms of the Policy").

PART I : POLICY COVERAGE

SECTION A - HOUSEHOLD CONTENTS

The Company will, subject to the Limit of Indemnity, indemnify the Insured by payment, repair, reinstatement or replacement against accidental physical Loss of or Damage to the Household Contents whilst contained in the Premises during the Period of Insurance. Provided that:

- a) no one single item of Valuables is deemed to have a replacement cost exceeding the item limit, and in aggregate not exceeding the aggregate limit specified in Part V: Limit of Indemnity Tables, and
- b) the Company's total limit of liability in respect of any one occurrence in this section, included its additional benefit, shall not exceed the occurrence limit specified in Part V : Limit of Indemnity Tables.

ADDITIONAL BENEFITS TO SECTION A

Subject to the terms and conditions of this Policy and up to the Limit of Indemnity, this section provides additional benefit for the Insured as follows:

1. HOUSEHOLD THEFT

Cover the following Loss of or Damage consequent to a theft, robbery or burglary occurring in the Premises, provided that such Loss must be reported to the police within twenty-four (24) hours upon the discovery of Loss:

- a. **LOSS OF MONEY**
Cover Loss of Money
- b. **UNAUTHORIZED USE OF CREDIT CARD**
Cover the Loss as a result of unauthorized use of credit card(s), provided that such Loss must be reported to the police and credit card issuing authority within twenty-four (24) hours upon discovery of the Loss.
- c. **REPLACEMENT OF PERSONAL DOCUMENTS**
Indemnify for the actual costs of fees necessarily incurred for replacement of the lost or damaged Personal Documents of the Insured.
- d. **COMPENSATION FOR DEATH OF INSURED**
In the event the Insured suffers bodily injury whilst in the Premises caused by violent external and visible means and sustained as a result of theft and if such bodily injury shall within three (3) calendar months result in the death of the Insured, the Company will pay compensation to the Insured's personal representative.
- e. **DAMAGE TO WINDOWS, DOOR LOCKS AND KEYS**
Indemnify for the reasonable costs of replacing damaged windows, door locks and keys.

2. HOUSEHOLD REMOVAL

- a. **HOUSEHOLD REMOVAL PROTECTION**
Cover the accidental Loss of or Damage to the Household Contents occurring in the course of removal by professional movers between the Premises and any Insured's new permanent residence within HKSAR, but the Company does not cover :
 - (i) goods of a perishable nature;
 - (ii) goods where the removal period was longer than seven (7) days;
 - (iii) Money and/or credit cards; and
 - (iv) glass, earthenware and other items of fragile nature unless they have been packed for removal by professional packers/ movers;
- b. **TEMPORARY STORAGE**
Cover the accidental Loss of or Damage to Household Contents which are, arranged by professional movers, temporarily stored at any other premises within HKSAR in conjunction with a household removal. But the Company will not be responsible for any Loss of or Damage for a storage period over seven (7) consecutive days unless otherwise declared to and agreed by the Company.

SPECIMEN

3. INTERIOR DECORATION

In the event of interior decoration in the Premises, the Company will cover the Loss of or Damage to Household Contents while :

- i) kept in the Premises caused by the contractor; or
- ii) temporary removed from the Premises and kept in any other premises within HKSAR.

But the Company will not be responsible for any Loss of or Damage for

- i) Money and/or credit cards; or
- ii) decoration period longer than the limit specified in Part V: Limit of Indemnity Tables, or
- iii) contract value greater than the limit specified in Part V: Limit of Indemnity Tables

Unless otherwise declared to and agreed by the Company.

4. ALTERNATIVE ACCOMMODATION

In the event of the Premises being rendered uninhabitable due to Loss of or Damage covered under this Policy, the Company will indemnify:

- i) any reasonable costs of alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the Premises;
- ii) any actual incurred cost of temporary storage of Household Contents

Provided that the Company will not indemnify:

- i) any expenses incurred in the first three (3) days after the temporary removal; or
- ii) any expenses incurred out of the maximum indemnity period specified in Part V: Limit of Indemnity Tables; or
- iii) any daily expenses greater than the daily limit specified in Part V: Limit of Indemnity Tables; or
- iv) any aggregate expenses incurred under this additional benefit greater than the aggregate limit specified in Part V: Limit of Liability Tables.

5. REMOVAL OF DEBRIS

Indemnify for the costs and expenses necessarily incurred by the Insured due to Loss or Damage covered under the Policy in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Premises.

6. DAMAGE TO FROZEN FOOD

Indemnify for the cost of replacing frozen food in the Insured's refrigerator spoiled by:

- (a) accidental breakdown of the refrigerating unit or
- (b) accidental failure of electricity supply provided such failure is not caused by a deliberate act of the Insured or public utilities concerned

7. GOLFING EQUIPMENT

Cover the Loss of or Damage to golfing equipments including golf clubs, golf bags, non-motorised trolleys and other golfing equipments (excluding golf balls unless lost with the bag) belonged to the Insured occurring during the practising or playing golf at any recognized golf club, course or driving range for the purpose of playing or practising golf within HKSAR.

8. LOSS OF CASH BY ROBBERY

Cover Loss of cash by robbery after withdrawal from bank or ATM machine within HKSAR

9. HOME QUARANTINE ALLOWANCE

In the event that the Insured is confined in the Premises in quarantine and the building where the Premises located is in quarantine as declared by the local authority by virtue of the Quarantine and Prevention of Disease Ordinance (Cap 141), the Company will pay the Insured a daily cash benefit of HK\$500 for each full day, and subject to a maximum liability specified in Part V: Limit of Indemnity Tables in aggregate.

BASIS OF SETTLEMENT

This section is based on the manner specified below which shall be determined by the Company at its sole and absolute discretion **PROVIDED THAT** the Loss or Damage is covered under this Policy:

- (a)
 - (i) where the damaged or lost article can be economically repaired, the Company will either arrange or authorize repair;
 - (ii) where the damaged or lost article can be replaced with an article of similar quality, the Company will either arrange or authorize replacement or replace with an new article of similar quality;
 - (iii) where the Company is unable to economically repair or replace the article with article of similar quality, the Company will make a cash payment equal to an agreed replacement value;
 - (iv) where the Company has offered repair or replacement but the Insured prefers a cash settlement, the Company will pay the Insured an amount equal to the amount the Company would have paid had the article been repaired or replaced.
- (b) for clothing and household linen, the Company may make a deduction in payment for the wear, tear and depreciation;
- (c) for household furniture including pianos and organs, household appliances including refrigerators, record players, radios, television sets and similar electrical properties or domestic use, fixed and unfixed carpets, the basis of settlement will be the cost of reinstatement or repair to a condition substantially the same as but not better nor more extensive than their condition when they are new without any wear, tear or depreciation; and/or
- (d) in the case of Loss of or Damage to any article or articles, which are a part of a pair or a set, the measure of Loss of or Damage to such article or articles shall be in ratable proportion of the total value of the pair or the set, and in no event such Loss or Damage be construed to mean total loss of the pair or the set.

EXCLUSIONS UNDER SECTION A

The Company will not be liable to pay for -

1. Loss or Damage caused by or contributed to :
 - (a) wear and tear;

SPECIMEN

- (b) moths, rot, mildew, damp rust, corrosion, insects, woodworm, vermin, mould and moisture;
 - (c) any process of dyeing, cleaning, repair, renovation or maintenance;
 - (d) denting, chipping, scratching;
 - (e) faulty manipulation, design, plan, specification, materials or workmanship;
 - (f) inherent vice, latent defect, gradual deterioration, deformation and market depreciation;
 - (g) mechanical or electrical breakdown, failure or derangement unless accompanied by other damage for which indemnity is provided by this section;
 - (h) change in temperature, colour, flavour, texture or finish;
 - (i) act of light, atmospheric or climatic condition;
 - (j) domestic animals belonging to the Insured;
 - (k) deliberate acts or neglect of the Insured;
 - (l) infidelity or dishonesty on the part of the Insured; or
 - (m) misuse or use contrary to manufacturers' instructions;
2. Loss of or Damage to Household Contents by theft or attempted theft not accompanied by forcible and violent entry to or exit from the Premises while any part of it is loaned or let to any person;
 3. Loss or Damage by theft or attempted theft while the Premises is Unoccupied for more than thirty (30) consecutive days;
 4. Loss of or Damage to sporting equipments, records, tapes, laser discs, electrical bulbs and/or valves, plant, landscape and the like, mobile phones, properties contained in or on verandahs, balconies, patios, terraces, forecourts and in the open generally, and/or properties more specifically insured under another policy;
 5. Mysterious disappearance or unexplained loss;
 6. for any water damage accident, the excess specified in Part V: Limit of Indemnity Tables, or the first HK\$1,000.00 of each and every Loss or Damage, whichever is greater
 7. for any accident other than a water damage, the excess specified in Part V: Limit of Indemnity Tables, or the first \$500.00 of each and every Loss or Damage, whichever is greater.

SECTION B - LIABILITY

The Company will, subject to the Limit of Indemnity, indemnify the Insured against all sums which the Insured shall become legally liable to pay compensation:

- (a) as a private householder occupying the Premises; or
- (b) as owner of the Premises;

in respect of:

- (a) accidental bodily injury (whether fatal or not) to any person; and/or
- (b) accidental Loss of or Damage to property occurring in or about the Premises during the Period of Insurance.

In respect of any occurrence to which this Policy applies, the Company will pay all costs and expenses of litigation:

- (a) recovered by any claimant from the Insured; and
- (b) incurred by the Insured in defending such claim with the prior written consent of the Company.

PROVIDED THAT the liability of the Company under this Policy for all compensation and claimants' costs and expenses payable:

- (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series of occurrences consequent on or attributable to one source or original cause; or
- (b) in respect of all injury Loss and Damage occurring during any one Period of Indemnity shall not exceed the Limit specified in Part V: Limit of Indemnity Tables.

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

ADDITIONAL BENEFIT TO SECTION B

Subject to the terms and conditions of this Policy and the Limit of Indemnity, this section provides additional benefit for the Insured as follows:

1. WORLDWIDE PERSONAL LIABILITY

Indemnify for all sums for which the Insured may be legally liable during a temporary tourist visit not exceeding thirty (30) consecutive days in respect of accidental bodily injury to any person, or accidental Loss of or Damage to property occurring anywhere in the world, including all costs and expenses incurred by the Insured with the written consent of the Company.

Provided that the Insured shall give immediate notice in writing to the Company within 14 days of the incident or any possible claim stating the nature, circumstances of the incident or event and full documentation including copies of the summons, court documents, solicitors' and other legal correspondence etc. must be submitted to the Company.

But the Company shall not be responsible for the liability arising from the following:

- i) loss of or damage to properties or animals belonging to or held in trust, in the care, custody or control of Insured;
- ii) any willful, malicious, unlawful or deliberate act;
- iii) pursuit of a trade business or profession;
- iv) ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
- v) ownership, possession, hire, use or operation of vehicles, aircraft or watercraft;
- vi) insanity, the use of any drug (except as medically prescribed but excluding drug addiction) or intoxicating liquor;

SPECIMEN

2. PET'S LIABILITY

Indemnify for all sums for which the Insured may be legally liable in respect of accidental bodily injury (whether fatal or not) arising in direct connection with the Insured's own Pets occurring within the Premises.

3. CARPARK LIABILITY

Indemnify for all sums for which the Insured may be legally liable as the owner of the carpark located around the Premises or the building where the Premises is located in respect of accidental bodily injury to any person;

4. CONTRACTOR'S LIABILITY

Indemnify for all sums which the Insured shall become legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition and/or repair and/or maintenance to any Premises owned, occupied or managed by the Insured, or such work performed by outside contractor. Provided that the contract value and the decoration period of such work shall not exceed the contract value limit and the decoration period limit specified in Part V: Limit of Indemnity Tables respectively,

It is further agreed that this extension shall not be liable for any claim recoverable from any other valid Third Party Liability Insurance or the Third Party Liability section of any Contractors All Risks Insurance held by the Insured and/or the contractor concerned.

5. GOLFER LIABILITY

Indemnify for all sums for which the Insured may be legally liable to pay for compensation in respect of accidental bodily injury to any person, or accidental damage to any property caused by the Insured whilst and as a consequence of playing or practising golf in any golf course within HKSAR.

EXCLUSIONS UNDER SECTION B

The Company will not be liable to pay for Loss or Damage in respect of:

1. bodily injury to any person, being any person defined as the Insured or any person under a contract of service or apprenticeship with the Insured during the Period of Insurance of such person or any person providing service to the Insured at the Insured's Home as Domestic Servant;
2. Damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or any person engaged in and upon the service of the Insured as Domestic Servant;
3. bodily injury or Damage arising out of or incidental to the Insured's profession or business;
4. bodily injury or Damage arising out of or incidental to the Insured's use of lifts, elevators or vehicles;
5. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
6. liability in respect of injury illness, disease, Loss or Damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
7. any fines or penalties whether civil, criminal, contractual, punitive or exemplary damages;
8. asbestos mining, processing, manufacturing, distributing, storage and/or removal of pure asbestos and/or products made entirely or mainly of asbestos or use of products made entirely or mainly of asbestos;
9. bodily injury, illness or disease suffered by the Insured or Insured's employees;
10. nuisance or any deliberate act of any person whatsoever;
11. ownership or occupation of any land or building other than the Premises specified in the Schedule;
12. repair or maintenance cost arising from wear and tear or making good of the Premises irrespective of whether the Insured is legally liable for such costs under the terms of any tenancy agreement;
13. any liability, loss or claims where the Insured or his authorized representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company;
14. the excess specified in Part V: Limit of Indemnity Tables, or the first \$3,000 of each and every Loss, whichever is greater.

SECTION C - OPTIONAL COVER (APPLICABLE ONLY WHILE MENTIONED IN THE SCHEDULE)

1. BUILDINGS COVER (OPTIONAL, APPLICABLE ONLY WHILE MENTIONED IN THE SCHEDULE)

The Company will, subject to the Limit of Indemnity, cover the Insured against unforeseen and sudden physical Loss of or Damage to Insured's Buildings, unless the cause is specifically excluded up to the Sum Insured stated in the Schedule.

BASIS OF SETTLEMENT

- a. The Company will, at the Company's option, repair, reinstate or replace any property Loss or Damage or may pay in cash the amount of Loss or Damage immediately before the Loss.
- b. The Company's limit of indemnity in respect of any Loss or series of Losses occurring in connection with or arising out of one event or Per Year will not exceed the Sum Insured specified in the Schedule.

ADDITIONAL BENEFIT TO BUILDINGS COVER

a. REMOVAL OF DEBRIS

The Company will indemnify the Insured against costs and expenses necessarily incurred by the Insured due to loss or damage covered under this Policy in the removal of debris, dismantling, shoring up or propping of the portion or portions of the building insured.

b. ARCHITECTS', SURVEYORS' AND CONSULTING ENGINEERS' S FEES

The Company will indemnify the Insured against architects', surveyors' and consulting engineers' fee (for estimates, plan specifications, quantities, tender and supervision) necessarily incurred in the reinstatement or replacement of the buildings hereby insured due to Loss or Damage covered under this Policy excepting insofar as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed.

2. DOMESTIC SERVANT INSURANCE (OPTIONAL, APPLIABLE ONLY WHILE MENTIONED IN THE SCHEDULE)

a. EMPLOYEES' COMPENSATION

The Company will indemnify the Insured against the liability of the Insured under the Employees' Compensation Ordinance (Cap 282) and at law in respect of disease or bodily injury sustained by any Domestic Servant under a contract of service with the Insured arising during the Period of Insurance and out of and in course of his/her employment by the Insured. The Company will, in addition, indemnify the Insured in respect of all costs and expenses incurred with the consent of the Company.

Provided that the maximum liability of the Company for all claims made in respect of any one event shall be limited to the extent of the minimum insurance cover for the purpose of Section 40 of Employees' Compensation Ordinance.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to Terms of this Policy in so far as they can apply.

EXCLUSIONS APPLICABLE TO EMPLOYEES' COMPENSATION

- (1) any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in HKSAR;
- (2) any injury by accident or disease sustained outside HKSAR; unless such injury is arising out of and in the course of employment whilst the Domestic Servant is accompanying the Insured on overseas trips.
- (3) any liability of the Insured which attaches by virtue of any agreement but which would not have attached in the absence of such agreement;
- (4) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (5) any person who is not an "employee" within the meaning of the Legislation;
- (6) any late payment surcharge for which the Insured may become liable under the Legislation;
- (7) any liability arising from Pneumoconiosis or Mesothelioma or Noise-induced deafness;
- (8) any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- (9) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (a) nuclear weapons material
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception, combustion shall include any self-sustaining process of nuclear fission.

ADDITIONAL BENEFIT TO EMPLOYEES' COMPENSATION COVER

a. DOMESTIC SERVANT'S PERSONAL EFFECTS (for oversea domestic servants only)

The Company will indemnify for Loss of or Damage to the Personal Effects of the Domestic Servant, provided that the Domestic Servant observes the terms and conditions of the Policy as if she was the Insured. The Company's limit of liability for this extension shall **not exceed HK\$5,000.00** for any one occurrence or in the aggregate during any Period of Insurance.

b. REPATRIATION EXPENSES (for oversea domestic servants only)

In the event of serious sickness or injury to the Domestic Servant resulting in her being certified by a legally qualified and registered practitioner as medically unfit to work leading to the early termination of her employment contract, the Company will pay for the cost of repatriation to the country of residence. Similarly, in the event of death, the Company will pay for post-mortem treatment and return of mortal remains of body ashes back to home country of the Domestic Servant at a maximum of **HK\$20,000.00** per Policy period.

EXCLUSIONS APPLICABLE TO REPATRIATION EXPENSES

- (1) Any consequence of declared or undeclared war or any act thereof, invasion or civil war.
- (2) Intentional self-inflicted injury or suicide (whether felonious or not) while sane and insane.
- (3) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- (4) Intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with addiction to drugs or alcohol.
- (5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- (6) Pre-existing injury sickness or disease of the Domestic Servant prior to inception of this Policy. For the purpose of hospitalization, outpatient and dental benefits, no benefits shall be payable for injury sickness or disease sustained prior to inception of the Domestic Servant's insurance and for which result medical treatment was received within three (3) consecutive months immediately before inception of the Domestic Servant'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 Servant's insurance, benefits under these sections shall subsequently become payable.
- (7) Any injury, sickness, accident or event occurring outside the territorial limits of Hong Kong.

3. INDIVIDUAL OWNERS' CONTINGENT LIABILITY (OPTIONAL, APPLIABLE ONLY WHILE MENTIONED IN THE SCHEDULE)

The Company will indemnify for all sums for which the Insured may be legally proportionally liable as a part Owner of the Common Parts of the Building of which the Premises forms part, subject to the following conditions:

- i) this cover is operative only if there is no Public Liability Insurance Policy being taken out by or on behalf of the joint-Owners of the Building (referred to hereinafter as "The Primary Policy") in relation to such Common Parts of the Building where the Premises is situated; or
- ii) where the Primary Policy had been taken out, this cover applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy
- iii) the indemnity is limited to the Insured's separate share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building where the Premises is situated as determined in accordance with Section 39 of the Building Management Ordinance (Cap 344).

subject to the limit of liability specified in Schedule, all sums payable including legal costs and expenses arising out of one occurrence or series of occurrences consequent on one source or original cause.

PART II : GENERAL EXCLUSIONS (APPLICABLE TO THE ENTIRE POLICY)

The Company shall not be liable to pay for:

SPECIMEN

1. IT CLARIFICATION CLAUSE

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

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

Consequently, the following are excluded from this Policy:

- (a) Loss of or Damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption Losses resulting from such Loss or Damage. Notwithstanding this exclusion, Loss of or Damage to data or software which is the direct consequence of insured physical Damage to the substance of property shall be covered.
- (b) Loss or Damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such Loss or Damage.

2. TERRORISM EXCLUSION ENDORSEMENT (NOT APPLICABLE TO EMPLOYEE'S COMPENSATION)

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

It is also agreed that, regardless of any contributory causes, this Policy does not cover any Loss, Damage, liability, 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:

- (a) 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 organization(s) or government(s), committed for political, religious, ideological, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear; and
- (b) 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.

This endorsement also excludes Loss, Damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any Loss, Damage, liability, 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 the endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. TERRORISM ENDORSEMENT (APPLICABLE TO EMPLOYEE'S COMPENSATION ONLY)

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

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 28 March, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

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

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

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

4. CYBER EXCLUSION

This Policy does not apply to and specifically excludes Losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:

- (a) the use or misuse of the internet or similar facility;
- (b) any electronic transmission of data or other information;
- (c) any computer virus or similar problem;
- (d) the use or misuse of any internet address; web site or similar facility;
- (e) any data or other information posted on a web site or similar facility;
- (f) any Loss of data or damage to any computer system, including but not limited to hardware or software (unless such Loss or Damage is caused by an earthquake, a fire, a flood, or a storm);
- (g) the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Web site or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood, a storm); or
- (h) any infringement, whether intentional or unintentional, or intellectual property rights (including but not limited to trademark, copyright or patent).

5. YEAR 2000 EXCLUSION CLAUSE

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

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

6. 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 :

- (a) ionizing radiation or contamination by radioactively from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. SONIC BANGS

Loss or Damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

8. OCCUPATION

This Policy does not apply to any Premises where the occupation is not for private dwelling purposes only.

PART III : GENERAL CONDITIONS (APPLICABLE TO THE ENTIRE POLICY)

1. POLICY TERMS AND CONDITIONS

The due observance and fulfillment of the terms and conditions of this Policy by the Insured or anyone claiming on behalf of them shall be a precedent to any liability of the Company to make any payment under this Policy. This Policy is not a maintenance contract and does not protect the Insured against every Loss, e.g. where the only Damage is the wear, tear or deterioration.

2. JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in HKSAR nor to orders obtained in the said Court for the enforcement of judgments made outside HKSAR whether by way of reciprocal agreement or otherwise.

3. ENTIRE CONTRACT

This Policy, Schedule and endorsements hereto shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule or endorsements hereto shall bear such meaning whenever it may appear.

4. PREVENTION OF LOSS

The Insured must comply with all statutory obligations and take all reasonable steps to :

- (a) prevent Loss, Damage or injury; and
- (b) maintain each Premises in sound condition and good repair.

5. CONTRIBUTION

If at the time of any happening giving rise to any Loss, Damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such Loss, Damage, expense or liability or any part thereof, the Company shall not be liable for more than its ratable proportion thereof.

6. CHANGE IN RISK

The Insured must advise the Company of any changes in circumstances that would increase the possibility of Loss. The Insured will not be insured until the Company has agreed in writing to accept the increased risk subject to necessary additional premium if required.

7. CLAIMS PROCEDURE

In the event of any happening which may give rise to a claim under this Policy, the Insured or his personal representative(s):

- (a) shall give notice to the Company immediately;
- (b) if there has been theft or any attempted theft, shall give notice to the police within twenty four (24) hours upon discovery of Loss;
- (c) shall at his (or their) own expense supply the Company with full particulars in writing not later than fifteen (15) days after the occurrence of the Loss or Damage;
- (d) if a claim may arise under Section B, shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
- (e) shall not incur any expense in making good any Loss or Damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company;
- (f) shall give the Company all such information as the Company may reasonably require.

8. CONDUCT OF CLAIMS

The Insured must give whatever information or assistance the Company requests and must not admit, deny, negotiate or settle any claim without the Company's written consent. Property may not be abandoned to the Company. If the Insured makes a claim under this Policy, the Company shall have the right to the salvage of any insured property.

9. CANCELLATION

(a) by the Insured

The Insured may cancel this Policy by writing to the Company. The Insured may be entitled to a refund of part of insured premium on short term basis subject to a minimum premium HK\$400.00 provided no claim has been made during the Period of Insurance.

(b) by the Company

The Company may cancel this Policy by giving the Insured seven (7) days' written notice and sending to the Insured's last known address by ordinary post. The Company will refund the Insured the unused part of the premium on pro-rata basis.

10. SUBROGIATION

The Company will be entitled:

- (a) on the happening of any Loss for which indemnity is provided under this Policy to enter any building where the Loss or Damage has happened and to take and keep possession of the property insured and to deal with the salvage in reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company;
- (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured or the Insured's legal personal representative(s) in respect of any liability covered by this Policy; and/or
- (c) to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

11. FORFEITURE

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the Loss or Damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the General Condition 12 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefits under this Policy shall be forfeited.

12. ARBITRATION

If any difference arises as to the amount of any Loss or Damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after have been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respective; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire, so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the Loss or Damage, if disputed, shall be first obtained.

13. GOVERNING LAW

This Policy is subject to the exclusive jurisdiction of HKSAR and is to be construed according to the laws of HKSAR.

14. A33 - LEGAL REQUIREMENT WARRANTY

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of

- (a) Fire Services Department and/or
- (b) Labour Department and/or
- (c) Dangerous Goods Ordinance (Chapter 295) and/or
- (d) Factories and Industrial Undertakings Ordinance (Chapter 59) and/or
- (e) Any other statutory obligation

including any notice given and requirements made pursuant to the same breach and disregard of which may affect or increase the risk hereby insured except only this Warranty shall not apply in respect of any ordinance, regulation, notice or requirement expressly waived by the Company by endorsement on this Policy.

- 15. The Insured will have thirty (30) days' Policy reading period during which the Insured can cancel the Policy by returning the Policy with written notification of cancellation within thirty (30) days after inception day of the Policy. Any premium already paid will be refunded if the Insured has not made any claim.

PART IV : GENERAL DEFINITIONS - APPLICABLE TO ALL SECTIONS

- "Buildings" The structure of the Premises and its domestic outbuildings, garages, greenhouses, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges and fences, including landlord's fixtures and fittings, all in the same site, but excluding aeriels, satellite aeriels, their fittings or masts.
- "Common Parts" Same meaning as assigned to the expression in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong
- "Contract Value" Value of contract of interior decoration of the Premises
- "Domestic Servant"
 - (i) a person aged between eighteen (18) and sixty (60) who has entered into a full time or part-time work under a contract of domestic services with the Insured. Or
 - (ii) a person aged between eighteen (18) and sixty (60) who has entered into a full time work under a contract of domestic services recruited outside HKSAR with the Insured.
- "Excess" The amount of each claim borne by the Insured, for any loss or series of losses arising from one source or cause.
- "HKS" Hong Kong dollars, the lawful currency of Hong Kong.
- "HKSAR" Means the Hong Kong Special Administrative Region of the People's Republic of China.
- "Household Contents"
 - Furniture, fixtures, betterment/improvement to buildings, household goods/appliances, radio, television sets, hi-fi sets, video cassette recorder, laser disc player sets, personal computer sets, piano, organs, personal effects, clothing belonging to the Insured for which the Insured are responsible. Provided that, the term "Household Contents" does not include :
 - boats, motor vehicles, caravans, trailers, vessels, aircraft or watercraft and their respective parts or accessories;

SPECIMEN

- external television and radio antennae aerials; aerial fittings; satellite dishes, masts and tower;
- living creatures, plants, trees and shrubs in the garden;
- Money and stamps belonging to resident domestic helper(s);
- securities, certificates other than savings certificates and documents;
- property used for business or professional purposes;
- mobile/portable radio, telecommunication or computer equipment including laptop computer, mobile phone or hand-held computer, pagers and the likes;
- spectacles and lens;
- contact or corneal lenses;
- property more specifically insured under this or another policy; and
- any part of the structure of the Buildings.

"Insured"	The person named in the Schedule; including his wife or her husband and any member of his/her family normally residing with him/her.
"Legislation"	The Employees' Compensation Ordinance, Chapter 282 of the Laws of Hong Kong.
"Limit of Indemnity"	Means the maximum limit of indemnity as specified in Part V: Limit of Indemnity Tables.
"Loss" or "Damage"	Physical loss or damage suffered by the Insured and caused by an inevitable, unusual, unforeseen and unexpected event, which is independent of any other cause and which is the sole and direct cause of the loss and damage. Intentional loss or damage is excluded.
"Mesothelimoa"	Same meaning as assigned to that expression in the Pneumoconiosis and Mesothelimoa (Compensation) Ordinance, Chapter 360 of the Laws of Hong Kong
"Money"	Cash, currency notes, bank notes, bankers' drafts, bonds, coupons, negotiable instruments, postal stamps not forming part of a stamp collection, cheques, postal or other money orders, travel tickets and luncheon vouchers. Provided that, the term "Money" does not include: <ul style="list-style-type: none">i) securities, certificates other than savings certificates and documents;ii) money held for business, trade or professional purposes;iii) promotional vouchers, air miles' vouchers, coupons;iv) octopus card or octopus watch and electronic money; andv) added value for any commemorative, sentimental, antique or rarity value.
"Noise Induced Deafness"	Same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance, Chapter 469 of the Laws of Hong Kong
"Occurrence Limit"	Occurrence Limit is the maximum amount paid by Company for the Loss of or Damage to the household contents, together with any additional benefit in Section A, arising out of any one single occurrence of accident
"Owners"	Same meaning as assigned to the expression in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong
"Per Year"	The period consists of every 12 months after the Commencement Date.
"Period of Insurance"	The period as shown in the Schedule during which the Company provides insurance cover.
"Personal Documents"	Passport, driving license, identity card, any certificate of birth or any other means of travel documents of the Insured.
"Personal Effects"	Valuables and articles of personal use specifically designed to be worn or carried in daily life. Provided that, the term "Personal Effects" does not include : <ul style="list-style-type: none">• spectacles and lens;• contact or corneal lenses;• Money; and• mobile/portable radio, telecommunication or computer equipment including laptop computer, mobile phone or hand-held computer and pagers.
"Pets"	The cat(s) or dog(s) belonging to and under the care, custody or control of the Insured.
"Pneumoconiosis"	Same meaning as assigned to that expression in the Pneumoconiosis and Mesothelimoa (Compensation) Ordinance, Chapter 360 of the Laws of Hong Kong
"Policy"	The documents consisting of the Insured's Proposal Form, this Policy, the Schedule and any endorsements.
"Premises"	The residential building, house, apartment or flat solely for domestic use being constructed of bricks, stone and concrete, roofed with concrete and situated within HKSAR and named in the Schedule. The gross floor area of the Premises as stated in the Schedule includes balconies, terrace, forecourt, backyard and/or roof of the Premises.
"Proposal Form"	The form which describes the Insured, any details specific to the Insured or the property and all material information relevant to the cover which the Company has requested and was signed by the Insured.
"Schedule"	The document which describes the Insured, the cover, limits and any details of the Policy that is specific to the Insured and which is attached to and form part of the Policy.
"Sum Insured"	The maximum amount payable for each benefit as stated in the Schedule.
"the Company"	China Taiping Insurance (HK) Company Limited
"Unoccupied"	Not inhabited in by the Insured or the Insured's family or by any other person with the Insured's permission.
"Valuables"	Items such as watches, gold, goldware, silver, silverware, jewellery, precious metals or stones, cameras, video cameras, photographic equipment, binoculars, telescopes, furs, curios, pictures or other works of art and coins forming part of a Collection belonging to the Insured.

PART V: LIMIT OF INDEMNITY TABLES

SPECIMEN

COVERAGE

SECTION A – HOUSEHOLD CONTENTS	MAX. LIMIT (HK\$)			Excess :
	Plan 1	Plan 2	Plan 3	
1. "All Risks" cover against accidental loss of or damage to household contents - Valuables Item limit - Valuables Item aggregate limit - Occurrence limit	\$1,200,000 \$20,000 \$300,000 \$1,200,000	\$800,000 \$10,000 \$200,000 \$800,000	\$300,000 \$3,000 \$100,000 \$300,000	Water damage: \$1,000 Others: \$500
ADDITIONAL BENEFITS TO SECTION A				
1. Household Theft a. Loss of Money b. Unauthorized Use of Credit Card c. Replacement of Personal Documents d. Compensation for Death of the Insured e. Damage to Windows, Door Locks & Keys	\$10,000 \$20,000 \$2,000 \$50,000 \$5,000	\$2,000 \$10,000 \$1,000 \$20,000 \$2,000	\$1,000 Nil Nil \$20,000 Nil	\$500
2. Household Removal a. Household Removal Protection b. Temporary Storage	\$500,000 \$500,000	\$150,000 \$150,000	\$100,000 \$100,000	\$500
3. Interior Decoration Protection - Contract value limit - Decoration period limit a. Household content protection in Premises b. Household content protection in Temporary Storage	\$500,000 60days \$100,000 \$300,000	\$150,000 20days \$50,000 \$100,000	Nil Nil Nil Nil	\$5,000
4. Alternative Accommodation & Temporary Storage - Maximum indemnity period - Daily limit - Aggregate limit	30days \$2,000 \$60,000	20days \$1,500 \$30,000	20days \$1,000 \$20,000	3 Days
5. Removal of Debris	\$20,000	\$5,000	\$5,000	\$500
6. Damage to Frozen Food	\$2,000	\$1,000	Nil	\$500
7. Golfing Equipment	\$20,000	Nil	Nil	\$500
8. Loss of Cash by Robbery	\$10,000	\$2,000	Nil	\$500
9. Home quarantine allowance	\$5,000	\$2,000	Nil	\$500

SECTION B – LIABILITY	MAX. LIMIT (HK\$)			Excess :
	Plan 1	Plan 2	Plan 3	
1. Householder Legal Liability	\$10,000,000	\$5,000,000	\$2,000,000	\$3,000
ADDITIONAL BENEFITS TO SECTION B				
1. Worldwide Personal Liability	\$1,000,000	\$500,000	Nil	\$3,000
2. Pet's Liability	\$500,000	\$100,000	Nil	\$3,000
3. Carpark Liability	\$2,000,000	\$1,000,000	Nil	\$3,000
4. Contractor's Liability - Contract Value Limit	\$1,000,000 \$500,000/ Up to 60 Days	\$500,000 \$150,000/ Up to 20 Days	Nil Nil	\$3,000
5. Golfer Liability	\$1,000,000	Nil	Nil	\$3,000

SECTION C – OPTIONAL COVER	MAX. LIMIT (HK\$)	Excess:
1. Buildings Cover a. Architects', Surveyors' and Consulting Engineer's Fees b. Removal of Debris	As Shown In the Schedule	\$500
2. Domestic Servant Insurance a. Employer's Liability b. Domestic Servant's Personal Effects c. Repatriation Expenses	Limit of Indemnity (HK\$) \$100,000,000 \$5,000 (Year) \$20,000	- -
3. Individual Owner's Contingent Liability	\$1,000,000	\$3,000