

HSBC  Insurance 滙豐保險

Global Home Insurance

Policy Wording

High Net Worth Insurance 24-hour Hotline: (+852) 2862 0192

♦ enquiries ♦ emergency assistance ♦ claim

HSBC Insurance (Asia) Limited
18/F, Tower 1, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong
Telephone: (852) 2288 6688
Fax: (852) 3409 1755

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GENERAL TERMS

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is not correct, please return it immediately.

We will provide this insurance in return for the premium **you** have paid.

1. DEFINITIONS

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, and any extra definitions, are shown in the section to which they apply.

Act of terrorism	An act, including using or threatening to use force or violence, which: • is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and • is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.
Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage and you confirm to us that you have done so.
Buildings	Any permanent structure used for domestic purposes within the grounds of your home including: • fixtures and fittings; • <i>lifts;</i> • <i>domestic fixed fuel tanks;</i> • <i>swimming pools;</i> • <i>underground service pipes and cables, sewers and drains;</i> • <i>terraces, patios, hard tennis courts, driveways, footpaths;</i> • <i>walls, gates, hedges and fences;</i> • <i>radio and television aerials, satellite dishes, their fittings and masts;</i> all at the address shown in the schedule and which belong to you or for which you are legally responsible. We do not include within buildings: 1. any structure, or part of a structure, used for any business activity other than office work carried out by you or on your behalf; 2. any plant or tree, other than hedges*; 3. land or water. * The cover for your garden in Section 1 includes cover for plants and trees.
Contents	Household goods, clothing and personal property (including the personal property of permanent members of your household in full-time education while they are studying away from home), all of which belong to you or for which you are legally responsible. We do not include the following property within contents:

1. any item used for any business activity, other than office equipment used in the **home**;
2. vehicles licensed for road use, and their accessories;
3. any other motorised vehicles, and their accessories, other than quad bikes, motorbikes under 51 cc, golf buggies, domestic gardening equipment and wheelchairs;
4. caravans;
5. trailers, other than trailers and non-motorised horseboxes up to 15 feet in length;
6. watercraft, other than rowing boats and dinghies under 12 feet in length, including their accessories, and sailboards;
7. aircraft;
8. **money** or **credit cards**;
9. electronic data;
10. any animal, plant or tree;
11. land or water.

* **Money** and **credit cards** are covered separately in Section 2.

Credit cards

Credit, debit, charge, cheque, bank or ATM cards.

Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

Excess

The amount for which **you** are responsible as the first part of each agreed claim.

Fees and extra expenses

The reasonable and necessary fees and extra expenses involved in rebuilding or repairing the **buildings** following physical loss or physical damage. This means:

1. Fees to architects, surveyors and consulting engineers.
2. The cost of clearing the site and making the **buildings** safe.
3. The cost of doing anything required by any government or local authority, but only if:
 - a. **you** received notice of the requirement after the damage happened, and
 - b. the **buildings** were originally built according to any government and local authority regulations in force at that time.

We do not include the cost of preparing a claim within **fees and extra expenses**.

Fine art

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including:

- *furniture;*
- *paintings, drawings, etchings, prints and photographs;*
- *tapestries and rugs;*
- *manuscripts;*
- *porcelain and sculpture;*
- *stamps or coins forming part of a collection;*
- *gold, silver, and gold- and silver-plated items;*
- *clocks and barometers;*
- *wine collection*

all of which belong to **you** or for which **you** are responsible.

We do not include **valuables** within **fine art** (**valuables** are defined below).

We do not cover **fine art** which is business property.

Fixtures and fittings	All items that are fixed to and form part of the structure of your home including: • <i>decorations including wall paper, murals and stencilling;</i> • <i>bathroom suites;</i> • <i>fitted kitchens;</i> • <i>flooring.</i>
Home	The house or flat at the address shown in your schedule , including the greenhouses, outbuildings and garages used for domestic purposes at the same address.
Hong Kong	The Hong Kong Special Administrative Region.
Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Ordinance	The Employees' Compensation ordinance (Cap 282 of the laws of Hong Kong) as per the fourth schedule Section 40 as amended by the Employees' Compensation Ordinance
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this policy is in force as shown in the schedule . Cover commences on the first day of the Period of Insurance.
Policy	This insurance document and the schedule , including any endorsements .
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Tenant's improvements	Improvements you have made to the fixtures and fittings (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings.
Unoccupied	The home has not been lived in for 60 days in a row, or does not have enough furniture to be lived in normally.
Valuables	Jewellery, loose gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We, us, our	HSBC Insurance (Asia) Ltd.
You, your	The person named as the insured in the schedule and all permanent members of that person's household including domestic staff who live in the home .

2. GENERAL CONDITIONS

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

Information	In deciding to accept this insurance and in setting the terms, we have relied on the information you have given us (including the information in any application form). You must make sure that all information is accurate and that you have not withheld any facts that might have influenced our decision. If you are in any doubt, you should speak to us or your authorised intermediary. You must tell us about any change in circumstances which occurs before or during the period of insurance and which may affect this insurance. We may then amend the terms of this policy. If you are in any doubt, you should speak to us or your authorised intermediary.
Non-disclosure, misrepresentation and false claims	If you have not told us about or have misrepresented any facts or circumstances which might affect our decision to provide insurance or the terms of that insurance, or you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.
Unoccupied home	You must tell us if your home is, or is likely to be, unoccupied. We may then amend the terms of this policy.
Building works	If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than HK\$500,000 you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. If you do not, we will not have to pay any claim caused by or resulting from the building works. You do not have to tell us if the work is for redecoration only.
Premium payment	We will not make any payment under this policy unless you have paid the premium.
Correct amounts insured	When accepting this insurance, we expect that the amounts insured will represent the full value of the property insured. 1. For buildings, the full value is the estimated cost of rebuilding if the buildings were destroyed (this is not the same as the market value), not including fees and extra expenses. We allow 25% of the cost of repairs for fees and extra expenses. 2. For tenant's improvements, the full value is the cost to repair or replace as new. 3. For contents, the full value is the current cost as new. 4. For fine art and valuables that are not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater. Indexation: We will adjust the amount insured for buildings and contents each year according to an appropriate index. However you should check your amounts insured when you renew your policy, to make sure that they reflect the full value of the buildings and contents.
Reasonable care	You must take reasonable steps:

- a. to protect the property insured under this **policy** and to keep it in good condition and repair;
- b. to prevent accident or injury.

If **you** do not, **we** will not have to pay any related claim.

Cancellation

You may cancel and return this **policy** to us within 15 days of the date of contract acknowledgement and receive a full premium refund.

You may cancel this **policy** at any time by writing to **us**. **We** will return any premium **you** have paid for any **period of insurance** left.

We may cancel this **policy** by sending **you** 30 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left.

Third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any third party any right to enforce any term of this **policy** notwithstanding any legislative provision to the contrary.

Joint insureds

The most **we** will pay is the relevant **amount insured**.

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

Governing law

Unless some other law is agreed in writing, this **policy** is governed by Hong Kong Laws. If there is a dispute, it will only be dealt with in the courts of Hong Kong.

Overseas property

We cannot be held responsible or liable in respect of tax or other laws that may apply in respect of covered property outside Hong Kong unless the location of the covered property has been disclosed to **us** and such location is in a country which has been accepted by **us** for permanent transfer of property.

3. CLAIMS CONDITIONS

WHAT TO DO WHEN A LOSS OCCURS

The following claims conditions apply to the whole of this **policy**.

You should refer to the relevant cover section for details of how **your** claim will be settled.

How to make a claim **You** must tell **us** or **your** authorised intermediary within thirty days about any incident which **you** may need to claim for under this **policy**. Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to **our** satisfaction that notice has been provided as soon as is reasonably practicable. If **you** think a crime has been committed, **you** must also tell the police and obtain a claim reference number from them.

You must prove the loss or damage has happened and give **us** all the cooperation **we** need.

Temporary emergency repairs If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done immediately. Keep the bills because they may form part of **your** claim.

If **you** would like assistance, please refer to Section 4 of this **policy** for **our** 24 hour emergency helpline numbers.

Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

Injury to someone or damage to their property If someone is holding **you** responsible for injury or damage, **you** must immediately send to **us** or **your** authorised intermediary every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

We may take over and deal with, in **your** name, the defence or settlement of any claim.

Recovering a loss payment **We** may pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

4. OUR CLAIMS PROMISE

We pride **ourselves** on offering a service that is fast, efficient and helpful. If **we** do not pay **your** claim within seven working days after receiving **your** acceptance form, **we** will pay **you** interest at the prevailing Hong Kong Interbank Offer overnight interest rate. **We** will only do this if **your** premium payments are up to date and the agreed claim is more than HK\$50,000.

We can only keep this promise if **your** bank is HSBC in **Hong Kong** and if **you** give **us** **your** bank details at the time **you** sign the acceptance form. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

5. GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following.

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.
2. Loss, damage, costs or expenses arising directly or indirectly from:
 - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or
 - b. any failure in the supply of gas, water, electricity or telephone service to **your home**,and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any excess above the amount that would be covered under the other insurance.

SECTION 1: BUILDINGS AND TENANT'S IMPROVEMENTS

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered.

The General Terms all apply to this section.

1. WHAT IS COVERED

We will insure the **buildings** or **tenant's improvements** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance** provided that such loss or damage is not excluded under either this section or the General Exclusions. If the **buildings** are a flat and there is insurance in the name of a management company covering the **buildings**, **our** cover will be in excess of the other insurance.

2. HOW MUCH WE WILL PAY

You should refer to the Claims Conditions to see what **you** need to do if the **buildings** or **tenant's improvements** are damaged.

Buildings **We** will pay the cost of rebuilding or repairing the damaged **building**. **We** will normally expect **you** to carry out repairs, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which we both consider fair. The most **we** will pay is the **amount insured**.

We will also pay any **fees and extra expenses** up to an amount equal to 25% of the insured cost of repairs to the **buildings**.

Tenant's improvements **We** will at **our** option repair or replace the damaged parts.

3. OTHER COVER and applicable limits

A. The following covers apply automatically if the **buildings** are covered under this section.

Selling your home If **you** are selling the **buildings** covered under this section, **we** will cover the **buildings** for the buyer from the time **you** sign the binding and final contracts to the time the sale is complete, but only within the **period of insurance**. However, **we** will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance. No further "Other cover" applies.

Buying a new home If **we** already insure the **buildings** of **your** main residence and **you** are buying a new main residence within **Hong Kong** during the **period of insurance**, **we** will automatically cover the **buildings** at the new address while **you** are arranging insurance for them. This cover only applies to physical loss or physical damage caused by fire, up to the **amount insured** for the **buildings** of **your** existing main residence. The cover is in force from the time **you** sign the Sales & Purchase Agreement until **your** new insurance starts or the purchase is complete but for no longer than 60 days. However, **we** will only do this if the **buildings** at the new address are not insured by the vendor, and provided they are in a good state of repair.

- B. The following covers apply automatically if **we** already insure the **buildings** at the address where the loss or damage occurs. They do not apply in respect of premises insured under the "Buying a new home" cover.

Finding a leak	We will pay the costs incurred to find the point of escape of: a. a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings, contents or fine art; b. a water leak from the underground service pipes for which you are legally responsible outside the home but at the address shown in the schedule. The leak must happen during the period of insurance. The most we will pay is the amount insured for the buildings, but not more than HK\$150,000 for a water leak outside the home.
Alternative accommodation	We will cover your reasonable and necessary costs for alternative accommodation while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. This includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than two years.
Forced evacuation	If a government authority prohibits you from using or living in the buildings due to a loss to neighbouring properties which would have been covered under this policy, we will pay the costs incurred by you to maintain your normal standard of living for a maximum period of 45 days. If the buildings are rented out, we will pay for rent which you cannot recover as landlord for a maximum period of 45 days.
Rent owed to you	We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay rent for more than two years.
Fire Departmental charges	We will pay up to HK\$10,000 for any charges imposed by law or agreed in writing if the fire department is called to protect your home against a loss or potential loss that would be covered under this policy.
Carpets, curtains and appliances	If your home is rented out unfurnished, we will also insure your carpets, curtains and domestic appliances under this section against physical loss and physical damage occurring during the period of insurance, provided they are not insured elsewhere. We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. We will not deduct any amount for wear and tear unless the item is more than five years old. The most we will pay in total for each incident of loss is HK\$75,000.
Replacement locks	If you lose the keys to external doors, windows, safes and alarms of your home during the period of insurance, we will pay the cost of changing the locks up to the amount insured for buildings.
Garden	We will pay to restore your garden if it is damaged by fire, lightning, collision or impact, theft or vandalism during the period of insurance. We will not pay more than HK\$7,500 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is HK\$75,000, unless a higher amount is shown in the schedule.

4. WHAT IS NOT COVERED

The following extra exclusions also apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
 - c. chewing, scratching, tearing, denting or fouling by **your** pets;
 - d. demolition, alteration, repair, or any similar work on the **buildings**;
 - e. pollution or contamination; or
 - f. anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by storm or flood to gates, hedges or fences.
6. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
 - b. swimming pools.
7. Loss or damage caused by subsidence, ground heave or landslip:
 - a. to domestic tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time; or
 - b. to solid floors unless the load bearing walls are physically damaged at the same time.
8. Loss or damage caused by coastal or river erosion.
9. The amount of the **excess**.

SECTION 2: CONTENTS, FINE ART AND VALUABLES

Please read **your schedule** to see if the **contents, fine art, and valuables** are covered.

If **your schedule** says that **tenant's improvements** are covered, please refer to Section 1 for details of the cover.

The General Terms all apply to this Section.

1. WHAT IS COVERED

We will insure the **contents, fine art and valuables** up to the **amount insured** against physical loss or physical damage which happens anywhere in the world during the **period of insurance** provided that such loss or damage is not excluded under either this section or the General Exclusions.

2. HOW MUCH WE WILL PAY

You should refer to the Claims Conditions to see what **you** need to do if the **contents, fine art or valuables** are lost or damaged.

Contents **We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

Specific limits

The following amounts are part of the total **amount insured** for **contents**. The most **we** will pay for:

- **valuables**, gold, silver, and gold- and silver-plated items is HK\$75,000 in total for each incident of loss.
- **outdoor items** is HK\$75,000 in total for each incident of loss, unless a higher amount is shown in the **schedule**.
- rowing boats, dinghies and sailboards is HK\$75,000 in total for each incident of loss.
- trailers and non-motorised horseboxes is HK\$75,000 in total for each incident of loss.
- quad bikes, motorbikes and golf buggies is HK\$100,000 in total for each incident of loss.

Fine art and valuables

Items, pairs and sets worth more than HK\$200,000 each for **fine art** and more than HK\$75,000 each for **valuables** must be specified individually.

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value.

1. *For specified items individually listed in a specification held by **us** or **your** authorised intermediary.*

For **fine art**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item.

For **valuables**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item.

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification.

If the item is lost or destroyed, **we** will pay the value shown for that item in the specification.

2. *For unspecified items not individually listed in a specification but included within the **amount insured** for **fine art** or **valuables***

We will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set is:

- HK\$200,000 for **fine art**
- HK\$75,000 for **valuables**

The most **we** will pay in total for each incident of loss is the **amount insured**.

Full payment If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

Recovered property If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days. **We** will charge:

1. the amount **we** paid for **your** claim plus interest and loss adjustment and recovery expenses; or
2. the fair market value of the item at the time **we** recover it;

whichever is less.

3. OTHER COVER and applicable limits

The following covers apply automatically if the **contents** are covered under this section. The amounts shown below are in addition to the **amount insured** for **contents**.

New possessions **We** will allow an increase in the **amounts insured** for **contents**, **fine art** and **valuables** of up to 25% for each category to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days for not more than 25% of the **amount insured** for **contents**.

Death of the artist **We** will automatically increase the insured value of any item listed in the specification for **fine art** by up to 100% if the artist dies during the **period of**

insurance. **We** will only do this for the six months immediately following the death of that artist and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. **You** must be able to prove the increased value if **you** make a claim for that item. The most **we** will pay under this extension is an extra HK\$1,500,000 in total during the **period of insurance.**

If **you** are unable to provide a professional valuation or purchase receipt and proof of increased value then this extension will not apply.

Defective title

If, during the **period of insurance**, someone claims that an item of specified **fine art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification if this is less. **We** will only do this if:

- a. **you** bought the item during the period that the **fine art** has been insured with **us**;
- b. **you** tell **us** about the claim during the **period of insurance**; and
- c. **you** made reasonable enquiries about the item's provenance before **you** bought it.

The most **we** will pay under this cover for the **period of insurance** is 10% of the total **amount insured** for **fine art**, but in any case not more than HK\$250,000.

This cover does not apply to any items **you** inherited or that were given to **you**.

Marquees

We will insure a marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss and physical damage occurring during the **period of insurance**, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most **we** will pay in total for each incident of loss is HK\$150,000

Personal property of visitors and domestic staff

We will insure the personal property belonging to **your** visitors and domestic staff who do not live in the **home** against physical loss and physical damage occurring in the **home** during the **period of insurance**. The most **we** will pay is the **amount insured** for **contents** or any relevant specific limit.

This cover does not apply to jewellery, watches, **money** or **credit cards**.

Money and credit cards

Your money and **credit cards** are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance**.

We will pay any amounts which **you** legally have to pay if **your credit cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **credit cards** were issued.

The most **we** will pay for **credit cards**, including unauthorised use, in total for each time **your credit cards** are lost or stolen is HK\$500,000.

The most **we** will pay for **money** in total for each incident of loss is HK\$75,000.

Personal documents and computer data	We will pay up to the amount insured for contents for the costs involved in: a. replacing or reconstituting personal documents or title deeds, b. retrieving your personal electronic data from your computers, as a result of damage covered under this section to hardware or machinery in which the documents, title deeds or electronic data resides.
Digital Data	We will pay up to HK\$50,000 for the costs involved in replacing or reconstituting digital music, digital video or digital photographs ("Digital Data") as a result of damage covered under this section to the hardware or machinery in which the Digital Data resides.
Domestic heating fuel and metered water	We will pay up to the amount insured for contents for any accidental loss of: a. domestic heating fuel from your fixed heating fuel tank, b. metered water, occurring during the period of insurance. We will not pay for loss of metered gas.
Replacement locks	If you lose the keys to external doors, windows, safes and alarms of your home during the period of insurance, we will pay the cost of changing the locks up to the amount insured for contents.
Rent owed to you	We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay rent for more than two years.
Rent you owe	We will pay for reasonable rent which you have to pay as a tenant for your home while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay rent for more than two years. We will not pay this benefit if we pay you for alternative accommodation as a result of the same loss.
Alternative accommodation	We will cover your reasonable and necessary costs for alternative accommodation while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. This includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than two years.
Acquired disability	We will pay up to HK\$400,000 towards the cost of reasonable and necessary alterations to the home to enable you to live there unassisted if you have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the period of insurance. We will only do this if: a. we agree to the alterations and our contribution towards them before the alterations are carried out; and b. you allow a medical adviser chosen by us to examine you and to see all medical records, if we consider it necessary.

For the purpose of this extension:

- a. the definition of “**you**” does not include domestic staff who live in the **home**;
- b. permanently physically disabled means:
 - i. that **you** have permanently lost all use of a complete arm, hand, foot or leg; or
 - ii. that **you** are certified blind.

Identity fraud

We will cover **you** for the following reasonable and necessary expenses **you** have to pay solely as a direct result of an identity fraud.

- a. Solicitor’s fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature.
- b. The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.
- c. Fees charged when **you** re-apply for a loan that was originally rejected.
- d. **Your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

The most **we** will pay is HK\$150,000 for any one identity fraud.

We do not cover any identity fraud connected with **your** business, profession or occupation.

For the purpose of this extension, “identity fraud” means someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one identity fraud.

Business property

We will pay up to HK\$50,000 per each incident for damage covered under this section to **your** business supplies, equipment, inventory, books, records and software used in conducting **your** business. **We** will only pay for the cost of replacing business software and data in your books and records if it is actually replaced.

Fire Departmental charges

We will pay up to HK\$10,000 for any charges imposed by law or agreed in writing if the fire department is called to protect **your contents, fine art or valuables** against damage or potential damage that would be covered under this **policy**.

Golf Hole-in -One

We will cover **you**, if **you** an individual amateur golfer, for food and drink expenses incurred in the clubhouse on the day and as a result of achieving a hole-in-one during the **period of insurance** whilst playing in a competition or friendly game at any recognised golf club up to HK\$10,000 per hole-in-one and up to HK\$25,000 in any one **period of insurance**. **You** will provide a signed/countersigned score card recording the hole-in-one together with the receipts of expenses incurred.

4. WHAT IS NOT COVERED

The following extra exclusions also apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
 - c. chewing, scratching, tearing, denting or fouling by **your** pets;
 - d. cleaning, repair, renovation, restoration, or any similar process, to **fine art**;
 - e. pollution or contamination; or
 - f. anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
 - b. swimming pools.
6. Loss or damage caused by coastal or river erosion.
7. Quad bikes, motorbikes or golf buggies while they are being used.
8. Rowing boats, dinghies or sailboards while they are being raced.
9. Loss of or damage to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported.
10. Any property belonging to visitors and domestic staff that is insured elsewhere.
11. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
12. The amount of the **excess** (but this exclusion does not apply to the cover for replacement locks).

SECTION 3: YOUR LIABILITIES

If the **buildings** are covered under Section 1 of this **policy**, **you** are automatically insured for **your** liability as owner of the relevant **home**.

If the **contents** are covered under Section 2 of this **policy**, **you** are automatically insured for the following:

- a. **your** liability to the domestic employees **you** employ to work for **you** in **Hong Kong**, including temporary trips abroad from **Hong Kong**;
- b. **your** liability as occupier of the **home**;
- c. **your** personal liability.

The General Terms all apply to this section.

You should refer to the Claims Conditions to see what **you** need to do in the event of an accident which could lead to a claim against **you**.

1. YOUR LIABILITY TO YOUR EMPLOYEES

1.1 WHAT IS COVERED

We will cover **you** up to HK\$100,000,000 against any claim for damages including liability under the **Ordinance** which **you** may legally have to pay for an accident which causes bodily injury or disease to **your** domestic employees, provided **your** liability is not excluded under this section or the General Exclusions. The accident must happen during the **period of insurance** and arise from the work the domestic employees are employed to do for **you** in **Hong Kong** or while on temporary trips abroad from **Hong Kong**. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

1.2 TERRORISM CLAUSE

Notwithstanding any provision to the contrary in this **policy** or any endorsement thereto, **we** agree that in respect of any bodily injury, disease or death 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 bodily injury, disease or death, **we** will

- i) provide coverage to **you**, subject to the following conditions, in respect of such occurrence, and
- ii) pay **you** the amount which **we** actually receive from the Government of Hong Kong of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 1 July, 2002 between the Government and **us** under which the Government agreed to make available to **us** and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

We will only be required to make payment after **we** have received from the Government an approval letter confirming that **we** should settle the claim and after **we** have received payment under the Facility Agreement. **We** shall have no obligation to make payment if for whatever reason **we** do 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 or the bodily injury, disease or death falls within any applicable exceptions or exclusions or there exist any other conditions leading to no payment under of

the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government. If **we** allege that the bodily injury or disease or death falls within the scope of this Clause, the burden of proving the contrary shall be upon **you**.

1.3 WHAT IS NOT COVERED

The following extra exclusions also apply to “Your liability to your employees”.

We do not cover the following:

1. **Your** liability arising out of:
 - a. any work **your** employees do for **you** other than domestic duties;
 - b. **your** employees’ work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
 - c. passing on any infectious disease or any virus, syndrome or illness; or
 - d. any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
2. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
3. Amounts **you** are legally liable to pay following any judgment or award given or made outside the courts of **Hong Kong**. This exclusion also applies to the enforcement of any such award in a court in Hong Kong.
4. Any person who is not an ‘employee’ within the meaning of the Ordinance.

2. YOUR LIABILITY TO OTHER PEOPLE

2.1 WHAT IS COVERED

- a. **Your** liability as owner or occupier of the **home**

We will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance** in or about the **home**, provided that the claim is not excluded under this section or the General Exclusions.

- b. **Your** personal liability

We will cover **you** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the General Exclusions.

This cover applies anywhere in the world, but **we** will not cover **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the **period of insurance**.

The most **we** will pay for any one accident or claim is shown in the **schedule**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

We will also pay any costs and expenses that **we** agree to in advance to defend the claim.

2.2 OTHER COVER and applicable limits

A. The following covers apply automatically if **your** liability as owner of the **home** is covered under this section.

Newly acquired land **We** will cover **you** on the same basis for **your** legal liability as owner of any land **you** acquire during the **period of insurance**, provided the land has not been acquired for property development, farming activities or any business pursuits and provided there are no buildings on it. **You** must notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If **you** do not notify **us** within the time allowed, **we** reserve the right not to pay a claim.

The most **we** will pay under this extension is HK\$5,000,000 including any costs and expenses **we** agree to in advance to defend the claim.

B. The following cover applies automatically if **your** personal liability is covered under this section.

Court awards you
cannot recover

If, within three months, **you** have not received the full amount of any damages and taxed costs awarded to **you** in a personal capacity during the **period of insurance** by any court of law in **Hong Kong** for bodily injury or property damage, **we** will pay **you** the amount **you** are owed up to HK\$5,000,000. **We** will only do this if:

1. the incident giving rise to the injury or damage did not occur in the course of **your** business, profession or occupation; and
2. **we** would have covered **your** liability if **you** had caused the injury or damage; and
3. **you** are not waiting for an appeal on the judgment.

If **you** receive any damages after **we** have paid **you** for them, **you** must return that amount to **us**.

2.3 WHAT IS NOT COVERED

The following extra exclusions also apply to "Your liability to other people".

We do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 1 of this section).

2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
 - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**, other than any land covered under the Newly Acquired Land extension;
 - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue;
 - c. passing on any infectious disease or any virus, syndrome or illness;
 - d. any aircraft;
 - e. jet skis, wet bikes, surf jets or any watercraft other than rowing boats and dinghies under 12 feet and sailboards;
 - f. any motorised vehicle, other than quad bikes, motorbikes under 51 cc, golf buggies, domestic gardening equipment and wheelchairs;
 - g. any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
 - h. any animal other than a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dogs and Cats Ordinance, Dangerous Dogs Regulation or other relevant legislation or regulation; or
 - i. any contract, unless **you** would have been liable by law if the contract had not existed.
4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in **Hong Kong** during the **period of insurance** and:
 - a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
 - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

The most **we** will pay in total for all such claims covered in the **period of insurance** is HK\$5,000,000, including costs and expenses.
5. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.
7. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

SECTION 4: EMERGENCY ASSISTANCE SERVICE

HSBC Insurance Emergency Assistance Service

As an HSBC Insurance policyholder, **you** have free membership of the HSBC Insurance Emergency Assistance Services. This provides **you** with a 24-hour Home Assistance Service hotline in **Hong Kong** for free referral assistance.

Referrals and assistance offered by the HSBC Insurance Emergency Assistance Services:

Home Assistance Service in Hong Kong

- Locksmith referral
- Plumber referral
- Electrician referral
- Air-conditioner engineer referral
- General repairs handyman referral
- Home nursing referral
- 24-hour general claims assistance

Simply call (852) 2862 0192 for the HSBC Insurance Emergency Assistance Services.

STATEMENT RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE ("PDPO")

As our customer, it is necessary from time to time for **you** to supply **us** with your personal data to enable **us** and other companies of the HSBC Group ("our affiliates") to provide and administer products and services and to effect transactions for or with **you**. Failure to supply such data may result in **our** being unable to provide or continue to provide products and services to **you**.

During the continuation of the relationship, **we** may collect and/or compile further data relating to **you**.

The purposes for which data relating to **you** may be used by **us** and our affiliates are as follows:

1. offering and providing products and/or services to customers from time to time, and administering, maintaining, managing and operating such products and/or services which may include, without limitation, insurance, banking, provident fund or scheme, or other financial products or services,
2. processing, assessing and determining any applications or requests made by **you** for products or services,
3. any purposes in connection with any claims made by or against or otherwise involving **you** in respect of any products and/or services provided by **us** or **our** affiliates including, without limitation, making, defending, analysing, investigating, processing, assessing, determining or responding to such claims,
4. performing any functions and activities related to the products and/or services provided by **us** or **our** affiliates including, without limitation, marketing, audit, reporting, market research, and general servicing and maintenance of on-line and other services,
5. designing products and/or services for customers, and promoting, improving and furthering the provision of products and/or services by **us** or **our** affiliates,
6. matching any data held by **us** or **our** affiliates relating to **you** from time to time for any of the purposes listed in this statement,
7. making disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines binding on **us** or **our** affiliates including, without limitation, making disclosure to applicable regulators, governmental bodies, or industry recognised bodies such as federations or associations of insurers or credit reference agencies,
8. exercising any rights **we** or **our** affiliates may have in connection with the provision to **you** of products and/or services from time to time,
9. conducting identity and/or credit checks,
10. determining any amount of indebtedness owing to or from **you**, and collecting and recovering any amount owing from **you** or any person who has provided any security or undertaking for **your** liabilities,
11. enabling an actual or proposed assignee, transferee, participant or sub-participant of our rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation,
12. any purposes relating to the above or any other purposes in accordance with **our** general policies or those of the HSBC Group in relation to insurance, banking and financial services as set out in statements, circulars, notices or other terms and conditions made available by us or the HSBC Group to customers from time to time.

Data held by **us** will be kept confidential but **we** may provide such data inside or outside the Hong Kong Special Administrative Region, to the following persons:

- any of **our** affiliates for the purposes specified above,
- any person in connection with any claims made by or against or otherwise involving **you** in respect of any products and/or services provided by **us** or our affiliates,
- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, data processing or storage, or other services to **us** or **our** affiliates in connection with the operation of business,
- any credit reference agencies or, in the event of default, any debt collection agencies,
- any person under a duty of confidentiality to **us** or **our** affiliates which has undertaken to keep such data confidential,
- any actual or proposed assignee, transferee, participant or sub-participant of **our** rights or business,
- any person to whom **we** or **our** affiliates are under an obligation to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines binding on **us** or **our** affiliates including, without limitation, any applicable regulators, governmental bodies, or industry recognised bodies, and where otherwise required by law.

Under and in accordance with the terms of the PDPO, **you** have the following rights:

- (i) to check whether **we** hold data relating to **you** and to access such data,
- (ii) to require **us** to correct any data relating to **you** which is inaccurate,
- (iii) to ascertain **our** policies and practices in relation to personal data and to be informed of the kind of personal data held by **us**,
- [(iv) to request **us** not to use **your** data for direct marketing purposes

In accordance with the terms of the PDPO, **we** have the right to charge a reasonable fee for processing any data access request.

Requests may be made in writing to the Data Protection Officer, c/o HSBC Insurance (Asia) Limited, 18/F, Tower 1, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong.

Nothing in this statement shall limit **your** rights under the PDPO.

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