

Cash Home Content Insurance 時富家居保

Insurance Certificate Terms & Conditions
保險證明書

CHUBB®

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The English version is the official version. If any dispute arises regarding the interpretation of any part of this **Insurance Certificate**, the English version shall prevail.

IMPORTANT CUSTOMER INFORMATION

About the **Insurance Certificate Terms & Conditions**

This document (the **Insurance Certificate Terms & Conditions**) contains important information to help **You** understand “Cash Home Content Insurance”. Please read this document carefully to understand its features, **Benefit(s)** and risks.

The Insurer

The insurer is Chubb Insurance Hong Kong Limited (**Chubb/We/Us/Our**). **Our** contact details are on the back page of this **Insurance Certificate Terms & Conditions**.

What the **Insurance Certificate Holder** Needs to Read

To understand the coverage of this insurance, it is important that **You** read:

- (a) this Important Customer Information Section – it contains information on important matters **You** need to be aware of;
- (b) the Definitions Section – it sets out what **We** mean by certain defined terms in this insurance;
- (c) Sections A and B – they set out the cover available for **Contents** and Personal Liability;
- (d) Section C General Exclusions – it sets out what **We** do not cover under any of the sections;
- (e) Section D General Conditions – it contains details of **Your** and **Our** rights and obligations under this insurance, including if **You** do not meet **Your** obligations, **We** may be able to cancel the insurance or reduce **Our** liability in respect of a claim to the extent permitted by law;
- (f) Section E Claims – what **You** need to do when a claim arises; and
- (g) any other documents **We** provide to **You** about the insurance which may change the standard cover.

Registering for Cover

When **You** opted in for this insurance, **You** completed an application and answered questions asked by **Us**. The information and declaration provided by **You** shall form the basis of this contract of insurance. **We** provide cover to **You** on the terms contained in this document, the application and any other document, including the most recent **Insurance Certificate Schedule** that **We** issue to **You**.

All of these make up **Your** “**Insurance Certificate**” with **Us**. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items insured.

Summary of Cover and Other Significant Matters

By way of summary, the principal covers available are:

- (a) cover for loss of or damage to **Your Contents**;
- (b) cover for legal liability that **You**, **Your** spouse and children incur for **Accidental Injury** or **Accidental Death** to any other person or **Accidental** damage to any other person’s property .

Refer to each Cover Section for details of the basis on which **We** settle any claim.

We only provide cover up to the amount(s) and limits and **Sum(s) Insured** specified in **Your Insurance Certificate** and subject to its other terms, conditions and exclusions.

An **Excess** may apply when **You** make a claim. An **Excess** is the part of a claim **You** must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an **Excess** applies **We** will reduce the amount **We** pay by the amount of the **Excess** or **We** will ask **You** to pay it.

The type and amount of **Excess** is shown in **Your Insurance Certificate** (usually in this document and the **Insurance Certificate Schedule**). Different amounts of **Excess** are applicable to **High Rise House** and **Low Rise House**.

For example, **Your** home has suffered severe damage as a result of **Storm** passing over **Your Premises**. If **Your Insurance Certificate** or **Insurance Certificate Schedule** mentions that **You** have a HK\$100 **Excess**, then **Our** claim payment reimbursing **You** for the overall loss will be reduced by HK\$100.

We only cover **Your** interest in the insured **Premises**.

We may refuse to pay or reduce the amount **We** pay under a claim in certain circumstances. In particular:

- (a) where an exclusion applies;
- (b) if **You** do not comply with the terms and conditions of **Your Insurance Certificate**;
- (c) if **You** do not comply with **Your** duty of disclosure or make a misrepresentation; or
- (d) if **You** make a fraudulent claim.

We also may cancel **Your Insurance Certificate** due to failure to comply with a condition, a breach in **Your** duty of disclosure or in certain circumstances permitted by law.

Duty of Disclosure

Before **You** enter into **Your Insurance Certificate** with **Us**, **You** must disclose fully and faithfully all the facts which **You** know or ought to know, which are relevant to **Us** in providing insurance to **You**. If **You** do not do so, **We** may have rights to cancel this insurance, or to refuse to pay **Your** claims or **You** may receive no **Benefit** from the **Insurance Certificate**.

The insurance cover under this **Insurance Certificate** is based on the information submitted by **You** to **Us**, in the application form. If **You** provided **Us** with any information that is incorrect, please notify **Us** immediately, otherwise **You** may receive no **Benefit** in the event of a valid claim.

If the information, which **You** subsequently provide **Us**, differs materially from the information set out in the application form, **We** may offer cover on different terms or decline it altogether.

If **We** do not hear from **You** within fourteen (14) days from the date of issue of this **Insurance Certificate**, **We** will take it that the information is complete and correct and **We** rely upon that information.

Cancellation

You may cancel this **Insurance Certificate** at any time by contacting **Us**.

How to Make a Claim

Section E Claims tells **You** what **You** need to do. Before **We** pay any claim, **We** require evidence as to the extent of loss or damage. Please ensure that, where possible, **You** keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Our Contact Details

If **You** or **Your** adviser need to contact **Us**, have any questions or would like any further information regarding this insurance, contact **Us** using the contact details provided in this document.

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DEFINITIONS

In **Your Insurance Certificate** some words have a special meaning (whether expressed in the singular or the plural) and **We** define them below. To assist **You** the following words have been printed in title case wherever they appear in **Your Insurance Certificate**.

“**Accident**” or “**Accidental**” means a sudden, unforeseen, fortuitous and unintended event.

“**Accidental Death**” means death occurring:

- (a) as a result of an **Accidental Injury**; and
- (b) within one hundred and eighty (180) days of the **Accident** causing the **Accidental Injury**.

“**Accidental Injury**” means a **Bodily Injury** resulting from an **Accident** and which is not an illness and which:

- (a) is caused by violent external and visible means; and
- (b) occurs during the **Period of Insurance**; and
- (c) results within one hundred and eighty (180) days of the **Accident**; and
- (d) results solely and independently of any causes other than:
 - (i) the **Accident**; and/or
 - (ii) sickness directly resulting from medical or surgical treatment rendered necessary by the **Accident**; and
- (e) may include a **Bodily Injury** as a result of **You** being directly and unavoidably exposed to the elements as a result of an **Accident**.

“**Acts of Terrorism**” means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, which the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain or acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **Acts of Terrorism**. **Acts of Terrorism** shall also include any act, which is verified or recognised by the (relevant) government as an act of terrorism.

“**Benefit**” means the respective benefit, as stated in the **Insurance Certificate Schedule**, payable by **Us** under the terms and conditions of this **Insurance Certificate** in respect of each event or loss covered by this **Insurance Certificate**.

“**Bodily Injury**” means physical injury caused solely and independently by an **Accident** and sustained during the **Period of Insurance**.

“**Building**” means the following that is within the grounds of **Your Premises**:

- (a) private dwelling house or flat;
- (b) fixed coverings to walls, floors and ceilings;
- (c) fixed swimming pools;
- (d) terraces and patios;
- (e) footpaths, driveways and gardens;
- (f) gates and fences;
- (g) fixtures and fittings;
- (h) fixed windows or glass to the external of private dwelling house or flat;
- (i) blinds or awnings on the outside of the buildings;
- (j) gas, water or electricity piping from the main piping to and within the dwelling house or flat.

“**Business**” means any business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the **Building**.

“**Chubb**”, “**We**”, “**Us**” and “**Our**” means the insurer, Chubb Insurance Hong Kong Limited.

“**Civil Commotion**” means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

“**Commencement Date**” means 12:01 a.m. **Hong Kong** time on the date **We** agree to provide insurance under the **Insurance Certificate** and which is shown on **Your Insurance Certificate Schedule**.

“**Contents**” means contents as defined in Section A Contents Cover.

“**Excess**” means the first amount of the loss as stated in the **Insurance Certificate Schedule** which **You** must pay if **You** have a claim and **We** will only be liable for the amount which is over and above that amount (up to the **Sum Insured** specified in the **Insurance Certificate Schedule**). It applies to each loss or claim. If the loss is within the excess amount, **We** will have no liability. If there is more than one excess indicated in the **Insurance Certificate Schedule**, then the highest excess only shall apply. For earthquake claims, only one excess applies to all loss or damage occurring within seventy-two (72) hours of the earthquake.

“**Family Member**” means the spouse, child(ren), parent(s), relative(s), friend(s) or the occupier of the **Premises** named in the **Insurance Certificate Schedule** who are permanently residing at the **Premises**.

“**Flood**” means the inundation of normally dry land by water escaping or being released from the normal confines of any natural water course, lake, reservoir, canal or dam.

“**High Rise House**” means a private dwelling house or flat of more than three (3) storeys.

“**Hong Kong**” means the territorial limits of the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Insurance Certificate**” means **Our** agreement with **You** which is made up of this document, the **Insurance Certificate Schedule** and any endorsements or other documents **We** give **You** in writing.

“**Insurance Certificate Holder**” means the person who holds this insurance and is named in the **Insurance Certificate Schedule** as “Insurance Certificate Holder”.

“**Insurance Certificate Schedule**” means the documents containing important information relevant to **Your** insurance including the **Period of Insurance**, details of **Your Premises**, the **Excess(es)** that will apply and whether any standard terms have been varied by way of endorsement.

“**Low Rise House**” means a private dwelling house or flat of not more than three (3) storeys.

“**Malicious Damage**” or “**Vandalism**” means a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- (a) tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- (b) damage occurring during maintenance operations carried out by **You** or the tenant or anyone acting on their behalf;
- (c) damage as a result of repairs, or attempted repairs, carried out by the tenant or anyone acting on their behalf;
- (d) damage caused by the failure of **You** or the tenant to control their children;
- (e) damage caused by pets belonging to **You** or the tenant;
- (f) **Accidental** damage or **Accidental** loss; or
- (g) scratching, denting, chipping, rubbing or chaffing.

“**Mobile Phone**” means the portable telephone or smart phone with a telecommunications function.

“**Open Air**” means an area of the **Premises** which is not fully enclosed by walls and a roof or not fully capable of complete closure and includes but is not limited to the following areas:

- (a) a veranda, porch, gazebo or carport; or
- (b) any open area within the land boundaries of the **Premises**.

“**Outdoor Furniture**” means furniture specifically designed for outdoor use. It is typically made of weather-resistant materials such as aluminium which does not rust.

“**Period of Insurance**” means a period of twelve (12) months from the **Commencement Date**, during which period the coverage under this **Insurance Certificate** is effective.

“**Premises**” means **Your** private dwelling used for domestic purposes only situated at the residential address shown as “Insured Premises” in the **Insurance Certificate Schedule** where the interest of this insurance is located, and which is built of bricks, stone or concrete and roofed with concrete.

“**Replacement Cost**” means the cost of replacing, rebuilding or repairing the **Contents** to a condition substantially the same as their condition when new.

“**Riot**” means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted governmental

authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

“Specific Items” means:

- (a) Jewellery, watches, fur and fine arts;
- (b) Collectible stamps and coins;
- (c) Computer systems, portable data equipment, entertainment appliances or other photographic equipment; or
- (d) Items of precious metals, musical instruments, cameras/VCR and accessories and other **Valuables** or collections.

“Sports”, “Sporting” means any recreational athletic activity requiring skill or physical prowess performed by **You**.

“Storm” means a violent disturbance of the atmosphere, including strong winds which may be accompanied by lightning, rain, sleet and hail.

“Sum Insured” means, in relation to each **Benefit** available to an **Insurance Certificate Holder** under this **Insurance Certificate**, the maximum amount listed in the **Insurance Certificate Schedule** corresponding to each **Benefit**.

“Total Loss” means the condition of the **Contents** in the **Premises** after it is damaged or destroyed being to such an extent that it cannot be repaired to equal its condition prior to the loss and for which **We** decide to pay **You** the full **Sum Insured** for the relevant **Premises**.

“Valuables” means **Contents** which are articles of jewellery, watches, furs and platinum, gold or silver articles or other precious metal.

“You” and **“Your”** means:

- (a) the person stated as the “Insurance Certificate Holder” in the **Insurance Certificate Schedule** who has opted for the cover provided by this **Insurance Certificate** except where a different definition is provided in the relevant section(s); and/or
- (b) **Family Members**.

except any tenant(s) who has entered any tenancy agreement with the **Insurance Certificate Holder** as a landlord.

The Agreement between **You** and **Us** (**Your Insurance Certificate**)

In return for **Your** agreement to register for this **Insurance Certificate**, **We** agree to indemnify **You** against loss or damage caused by a covered event occurring during the **Period of Insurance**, subject to the terms, conditions and exclusions of **Your Insurance Certificate**.

SECTION A – CONTENTS COVER

This cover only applies when Contents Cover is specified in the **Insurance Certificate Schedule**.

A.1 Definitions of **Contents** and Specified Limits

Contents means the following items belonging to **You** located at **Your Premises**:

- carpets, internal blinds and curtains;
- computer systems and any accessories;
- photographic equipment and any accessories;
- clothing and shoes;
- kitchen utensils and appliances;
- tableware;
- bathroom utensils and appliances;
- entertainment appliances;
- entertainment software;
- other appliances (e.g. washing machine, clothes dryer);

- linens and towels;
- garden furniture items;
- swimming pools and spas not permanently fixed;
- furniture and lightings;
- renovations, fixtures and fittings or domestic structural improvements installed by **You** that are not otherwise insured by the management corporation or another insurance policy;
- jewellery and watches;
- fur;
- fine arts, paintings, antiques and curios and other bona fide works of art;
- items of precious metals (e.g. silverware, pewterware);
- musical instruments;
- other miscellaneous household/personal items;
- other collectibles and **Valuables**;
- potted plants;
- **Sports** equipment; and
- **Specific Items**.

Contents are not:

- birds, fish and animals;
- mobile telecommunication equipment, including **Mobile Phone**;
- motorised land vehicles and their attached accessories including motor vehicles, trucks, motorcycles, mini bikes and farm vehicles, motorised golf buggies, ride on mowers and motorised wheelchairs;
- watercraft;
- **Sports** equipment whilst in use;
- jet skis;
- aircraft or aerial device, excluding non-pilotable model aircraft or toy kites;
- any conveyance designed to travel on an air-cushion over surface of land or sea;
- property of roomers, boards or guests whether paying or not paying;
- caravans and trailers;
- trees, shrubs and other plant life, except when growing in pots;
- firearms which are not registered or not stored in accordance with relevant legislation;
- any items related to **Your Business** or employment-related purposes;
- food and drink items;
- money, credit cards, ATM cards and cheques;
- electronic data; and
- land or water.

A.2 Benefit

We will cover **You** for any physical loss of or damage to **Your Contents** while located at **Your Premises** up to the **Sum Insured** specified in the **Insurance Certificate Schedule** caused by an **Accident** occurring during the **Period of Insurance** unless otherwise excluded by this **Insurance Certificate**.

Special conditions to **Specific Items**:

Our liability to **Specific Items** is up to the **Sum Insured** specified in the **Insurance Certificate Schedule**.

A.3 How **We** Settle Any Valid Claim

- (a) **We** will, at **Our** option, where it is determined by **Us** that the claim is payable under this Section:
- repair or replace the damaged **Contents** or pay **You** the reasonable **Replacement Cost** thereof (provided that **Our** liability under no circumstances will exceed the **Sum Insured** of **Contents** Cover); or
 - pay **You** up to the **Sum Insured** of the **Contents** Cover.
- (b) Where **We** choose to replace or pay the reasonable **Replacement Cost** of the damaged **Contents**, it will be done on 'New for Old' basis, meaning that the replacement item will be of the same kind with no deduction for wear and tear. **We** may, at **Our** option, provide the replacement item or pay a reinstatement settlement.

- (c) If loss or damage payable under this Section occurs to an item, which is part of a pair, set, system, collection or larger unit, **We** will only pay up to the proportional part of the insured value of pair, set, system, collection or larger unit. **We** will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.
- (d) The maximum amount **We** will pay for loss or damage to the **Specific Items** shall not exceed the amount defined in the **Insurance Certificate Schedule** or the **Sum Insured**, whichever is lower, less the **Excess** stated in the **Insurance Certificate Schedule** in respect of the above items, taking into account the relevant limits that apply to **Specific Item**.
- (e) An **Excess** will be imposed for each and every claim made under this Section as defined in the **Insurance Certificate Schedule**.

A.4 Exclusions Applicable to Section A

In addition to the General Exclusions applying to all Sections of the **Insurance Certificate** set out at Section C of this **Insurance Certificate Terms & Conditions**, **We** will not pay **You** for any loss or damage to **Contents**:

- (a) outside of **Your Premises** – with the exception of household **Contents** while they are being moved by professional removers to a new **Premises** insured by **Us** within **Hong Kong**, or while temporarily removed from the **Premises** for the purpose of professional cleaning, repair or renovation.
- (b) left in the **Open Air** – with the exception of **Outdoor Furniture**.
- (c) as a result of mysterious disappearance or misplacement of the **Contents**.

A.5 Additional Benefits and Limitations

Domestic Helper Contents:

We will pay **You** for physical loss or damage to the **Contents** belonging to **Your** domestic helper as a result of an **Accident** while located at the **Premises**, up to HK\$6,000. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$6,000.

Contents In Storage Facility:

We will pay **You** for physical loss or damage to **Your Contents** as a result of an **Accident** while situated at a storage facility, up to HK\$60,000 provided that **Your** loss cannot be recovered from the storage facility and is not covered by any other insurance. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$15,000.

Frozen Food:

We will pay **You** for loss or damage to frozen food at **Your Premises**, up to HK\$3,000 caused by deterioration due to **Accidental** mechanical breakdown of **Your** refrigerating unit.

Business Appliances:

We will pay for physical loss or damage to **Your Business** appliances as a result of an **Accident** while located at **Your Premises**, up to HK\$24,000. The maximum amount **We** will pay **You** for any one item shall not exceed HK\$12,000.

Removal of Debris:

Upon **Our** consent **We** will pay the reasonable costs and expenses necessarily incurred by **You** in removing debris, dismantling and/or demolishing, shoring or propping any portion or portions of the **Your** household **Contents**. The maximum amount **We** will pay **You** is up to HK\$75,000.

Replacement of Locks, Glass and Temporary Protection:

We will pay **You** for the **Replacement Cost** of locks, and glass broken as a result of burglary or unauthorised entry to the **Premises**. **We** will also pay **You** for the reasonable cost associated with temporary protection pending the replacement of such locks and glass. The maximum amount **We** will pay **You** for any one loss shall not exceed HK\$75,000.

Unauthorised Transaction:

Following notification to the police **We** will pay **You** for the financial loss resulting from the unauthorised use of credit cards, cheque books and/or loss of funds from **Your** personal bank accounts (except the

unauthorised access by the **Family Members**) as a result of burglary or unauthorised entry to the **Premises** where documents and identification were stolen allowing unauthorised access. The maximum amount **We** will pay **You** for any one loss shall not exceed HK\$75,000.

Loss of Personal Documents:

Following notification to the police, or the appropriate authorities **We** will pay **You** for **Replacement Cost** of passports, **Hong Kong** identity cards, and related government documents, and driving licenses belonging to **You** as a result of forcible entry to the **Premises** where such items were stolen. The maximum amount **We** will pay **You** for any one loss shall not exceed HK\$25,000.

Unauthorised Usage of Utilities:

We will pay **You** the difference between **Your** usage and the cost requested by the relevant utility provider for the relevant period in the event that the household utilities for the **Premises** which **You** subscribe to such as gas, water, electricity, internet and cable tv are unlawfully used or tampered with, without **Your** consent, by a third party. The maximum amount **We** will pay **You** for any one loss shall not exceed HK\$25,000.

SECTION B – PERSONAL LIABILITY COVER

This cover only applies when Personal Liability cover is specified as covered in the **Insurance Certificate Schedule**.

B.1 Definitions Applicable To Section B

“**Compensation**” means monies paid or payable by **You** for **Bodily Injury** to others pursuant to:

- (a) court judgment; or
- (b) settlement with **Our** consent.

including any **Defence Costs**.

Compensation does not include:

- (a) aggravated, punitive or exemplary damages; or
- (b) fines or penalties imposed by law (including civil penalties); or
- (c) any matters which are deemed uninsurable under the law.

“**Defence Costs**” means legal costs and disbursements and related expenses incurred in:

- (a) defending any proceedings;
- (b) conducting any claim for contribution or recovery; or
- (c) investigating, avoiding or reducing or settling a claim, incurred by:
 - (i) **You** with the written consent of **Us**; or
 - (ii) **Us** after **We** have assumed conduct of any proceedings.

Defence Costs does not include any of **Your** internal or overhead expenses or the cost of **Your** time.

“**Employment Practices**” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment of any person by **You**.

“**Occurrence**” means an event including continuous or repeated exposure to substantially the same general conditions which results in **Accidental Injury** or **Accidental** property damage neither expected nor intended from **Your** standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one **Occurrence**.

“**Accidental Property Damage**” means:

- (a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom due to an **Accident**; or

- (b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property due to an **Accident**.

B.2 Benefit

We will indemnify **You** against all sums up to the **Sum Insured** stated in the **Insurance Certificate Schedule** which **You** become legally liable to pay to a third party as **Compensation** in respect of:

- (a) **Accidental Death** or **Accidental Injury**; or
- (b) **Accidental Property Damage** occurring anywhere in the world during the **Period of Insurance**.

B.3 Exclusions Applicable to Section B

In addition to the General Exclusions applying to all Sections of the **Insurance Certificate** set out at Section C of this **Insurance Certificate Terms & Conditions**, We will not cover any legal liability directly or indirectly arising out of or in any way connected with the following:

- (a) Assault or battery: assault and/or battery committed by **You** or at **Your** direction. This exclusion will not apply when such assault and/or battery is committed for the purpose of preventing personal injury or eliminating danger of personal injury.
- (b) Building alterations: the construction, erection, alteration, addition, renovation or demolition of any **Building** by **You** or on **Your** behalf.
- (c) **Business** or profession: the conduct of any business or profession or the provision of any services by **You** other than as owner of the property including any liability arising out of or in any way connected with the **Premises**, notwithstanding that **We** will indemnify up to the **Sum Insured** any loss as a result of the **Accidental** property damage.
- (d) Contractual liability: any obligation assumed under a contract except where that liability would otherwise exist at law in the absence of the contract.
- (e) Court decisions outside Hong Kong: any decisions made by a court or tribunal outside Hong Kong.
- (f) Earth movement: soil or earth movement including erosion, subsidence, landslide or mudslide.
- (g) Employers liability: any liability:
 - (i) in respect of which **You** are or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected; or
 - (ii) imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
 - (iii) relating to **Employment Practices**.
- (h) Fines and penalties: fines, penalties, punitive, exemplary, liquidated or aggravated damages.
- (i) Goods: any good manufactured, installed, treated, assembled, processed, sold or supplied by **You** or by anyone on **Your** behalf.
- (j) Libel or slander: any act of libel, slander/or defamation.
- (k) Marine structures: the ownership, operation or maintenance of any marine structure including any wharf, jetty or pontoon.
- (l) Ownership of land or **Buildings**.
- (m) Personal injury to **You**.
- (n) Professional liability: the rendering of or failure to render professional advice or service by **You** or by anyone on **Your** behalf.
- (o) Property owned or under **Your** control, any loss of or damage to property:
 - (i) owned by **You**; or
 - (ii) under **Your** legal control.
- (p) Tobacco and smoke: tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.
- (q) Vehicles, trailers, watercraft and aircraft: the ownership, operation, or loading and unloading from or maintenance of any:
 - (i) Vehicle;
 - (ii) Caravan or trailer;
 - (iii) Aircraft or hovercraft; or
 - (iv) Watercraft.

(r) **Sporting** activities: **Your** engagement in any **Sporting** activities.

B.4 Limit of Liability

Our liability to indemnify **You** in respect of **Compensation** (including **Defence Costs**) arising from all **Occurrences** during the **Period of Insurance** shall also not exceed the amount stated in the **Insurance Certificate Schedule**.

B.5 Conduct of Defence of Claim

We have the right to negotiate, defend or settle in **Your** name and on **Your** behalf any claim brought against **You** and will have full discretion in the conduct of any proceedings or in the settlement of any claim. For the avoidance of doubt, **Our** liability to indemnify **You** up to the **Sum Insured** includes **Defence Costs** incurred in defending any claim brought against **You**.

SECTION C – GENERAL EXCLUSIONS

These General Exclusions apply to the whole of **Your Insurance Certificate** unless otherwise stated. **Your Insurance Certificate** does not cover:

- C.1 Loss or damage to **Your** property which is caused by, arising from or in any way connected with:
- (a) wear and tear, rust, corrosion, gradual deterioration and depreciation;
 - (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other defined event;
 - (c) mildew and atmospheric or climatic conditions other than by rain sleet and hail;
 - (d) domestic animals;
 - (e) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
 - (f) any process of cleaning, repairing, restoring or retouching of any item;
 - (g) any process involving the application of heat or the use of chemicals;
 - (h) tenants, roomers, boarders or paying guests and their visitors arising from or due to larceny, theft, **Malicious Damage, Vandalism** or deliberate or intentional acts;
 - (i) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements;
 - (j) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design;
 - (k) water seeping or otherwise percolating through a wall, floor or roof due to wear and tear;
 - (l) the roots of trees, shrubs, plants and grass;
 - (m) erosion;
 - (n) mold, mildew, fungi, fungus, mycotoxins, wet or dry rot or bacteria;
 - (o) disease, illness, malady, ailment, influenza, coronavirus infections, pandemic and/or flu; and
 - (p) any direct, indirect or contributory loss or expenses which, if reimbursed or paid by **Us** would result in **Our** being in breach of trade or economic sanctions or other such similar laws or regulations;
 - (q) any unlawful construction, renovation, alteration of any kind; or
 - (r) any violation or attempted violation of the law.
- C.2 Consequential loss of any kind.
- C.3 Loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.
- C.4 Loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any **Riot or Civil Commotion**.
- C.5 Loss or damage or liability caused by or arising from nuclear or radioactive contamination.
- C.6 Loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
- C.7 Loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any data or to function correctly beyond any

- time when that item, equipment or computer software has not recognised, interpreted or processed correctly any data.
- C.8 Loss or damage to **Your** property when **Your Building** is undergoing any process of construction, demolition, alteration or repair.
 - C.9 Loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
 - C.10 Loss or damage or liability when intentionally caused by **You** or a person acting with **Your** consent, including losses resulting from the taking or other misappropriation of the **Contents** or **Valuables**.
 - C.11 Loss or damage to **Your** property when sent by courier or by post.
 - C.12 Loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within twenty- four (24) hours of and as a direct result of one or more of the following listed events:
 - (a) **Storm**, rainwater or wind; or
 - (b) earthquake; or
 - (c) explosion; and
 - (d) water escaping from fixed pipes or apparatus.
 - C.13 Losses, damage or liability caused by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon
 - C.14 Losses, damage or liability caused by or arising from permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
 - C.15 Losses, damage or liability caused by or arising from the destruction of property by order of any public authority
 - C.16 Losses, damage or liability caused by or arising from permanent or temporary dispossession of any property resulting from the unlawful occupation of such property by any person provided that **We** are not relieved of any liability to **You** in respect of physical damage to the **Premises** occurring before dispossession or during temporary dispossession which is otherwise covered by this **Insurance Certificate**.
 - C.17 Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.
 - C.18 Loss or damage or liability caused by or in connection with **Your** failure to use all reasonable means to protect and maintain the insured property before, at, or after the time of any loss or damage.
 - C.19 Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:
 - (a) any **Acts of Terrorism**; or
 - (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to any **Acts of Terrorism** regardless of any other contributing cause or event.
 - C.20 Any loss or damage that cannot be attributed to an act of loss or damage covered by this **Insurance Certificate**.

SECTION D – GENERAL CONDITIONS

These conditions apply to the whole of **Your Insurance Certificate**.

D.1 Alteration to Risk

Any alteration to the risk after commencement of the **Insurance Certificate** must be notified by **You** to **Us** in writing immediately after such change in risk comes to **Your** notice. Alterations that **You** must notify **Us** of include:

- (a) alteration of the **Premises**; or
- (b) the **Premises** being left unoccupied for a period of more than thirty (30) consecutive days; or
- (c) **Your** interest in any **Premises** ceasing; or
- (d) where the nature of the occupation of or other circumstances affecting the **Premises** are changed in such a way to increase any risk insured under this **Insurance Certificate**; or
- (e) **You** being placed into bankruptcy, receivership, administration or liquidation.

If **We** accept the altered risk, **You** must pay **Us** any additional premium **We** require.

D.2 Applicable Law

This **Insurance Certificate** shall be governed by and interpreted in accordance with laws of the **Hong Kong**.

D.3 Arbitration

If any dispute or difference arises between **Us** and **You** or any of the parties hereto concerning any matter arising out of this **Insurance Certificate**, such dispute or difference shall be referred to arbitration before the Hong Kong International Arbitration Centre in accordance with the provisions of the Arbitration Ordinance (Cap. 609 of the Laws of **Hong Kong**) and any statutory modification or re-enactment thereof then in force within three (3) months from the day such parties are unable to settle the differences amongst themselves.

D.4 Assignment

You must not assign this **Insurance Certificate** or any of **Your** rights under this **Insurance Certificate**, without **Our** prior written consent.

D.5 Authorised Representative

You agree that the person representing **You** when completing the proposal form is authorised to give and receive information on **Your** behalf.

Any action taken or that should have been taken by **Your** authorised representative is considered to be an act or omission by **You**.

D.6 Cancellation

- (a) **You** may cancel this **Insurance Certificate** at any time by contacting **Us**.
- (b) **We** may cancel the **Insurance Certificate** at any time by giving **You** at least seven (7) days prior notice in writing to **Your** address on file, and in accordance with the law, including where **You** have:
 - (i) made a misrepresentation to **Us** before the **Insurance Certificate** was entered into;
 - (ii) failed to comply with **Your** duty of disclosure;
 - (iii) failed to comply with a provision of **Your Insurance Certificate**;
 - (iv) made a fraudulent claim under **Your Insurance Certificate** or any other **Insurance Certificate** during the time **Your Insurance Certificate** has been in effect;
 - (v) failed to notify **Us** of a specific act or omission as required by **Your Insurance Certificate**;
 - or
 - (vi) failed to tell **Us** about any changes in the circumstances of the risk during the **Period of Insurance**.

D.7 Changes in Insurance Certificate

No change in this **Insurance Certificate** will be valid unless agreed to in writing by **Us**. The requirements of any Section of the **Insurance Certificate** may not be deemed to be waived unless **We** agree to waive them in writing.

D.8 Clerical Error

A clerical error by **Us** shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

D.9 Compliance with Insurance Certificate Provisions

Failure to comply with any of the provisions contained in this **Insurance Certificate** shall invalidate all claims hereunder.

D.10 Conditions Precedent to **Our** Liability

Our liability for any **Benefit** under this **Insurance Certificate** is strictly conditional (as a condition precedent) upon:

- (a) the truth of the statements and information as provided to **Us** by **You**; and
- (b) the due observance and fulfilment of all terms and conditions of this **Insurance Certificate** insofar as they relate to anything to be done or complied with by **You**.

D.11 Currency

Benefit(s) payable under this **Insurance Certificate** shall be in **Hong Kong** dollars.

D.12 Duty of Disclosure

Before **You** enter into **Your Insurance Certificate** with **Us**, **You** must disclose fully and faithfully all the facts which **You** know or ought to know, which are relevant to **Us** in providing insurance to **You**. If **You** do not do so, **We** may have rights to cancel this insurance, or to refuse to pay **Your** claims or **You** may receive no **Benefit** from the **Insurance Certificate**.

D.13 Excess

You must pay the amount of any applicable **Excess** shown in the **Insurance Certificate Schedule** or in this **Insurance Certificate** in respect of each claim **You** make under the **Insurance Certificate**. The **Excess** is payable by **You** at such time required by **Us**.

If any event leads to a claim under more than one Section of the **Insurance Certificate**, **You** must pay the highest applicable **Excess**.

D.14 Fraud

If any claim under this **Insurance Certificate** shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a **Benefit** under this **Insurance Certificate**, **We** shall have no liability in respect of such claim and **We** shall be entitled to terminate this **Insurance Certificate** with immediate effect.

D.15 Gender

A masculine personal pronoun as used herein includes the feminine, wherever the context requires.

D.16 Geographical Limits

The cover set out in the **Insurance Certificate** is restricted to loss or damage sustained in **Hong Kong**, unless otherwise stated.

D.17 Inspection and Salvage

If **You** make a claim, **We** may inspect the property or item. While **We** have no obligation to take possession of any damaged property or item, **We** reserve the right to do so.

We are entitled to obtain and retain any property or items that are salvaged or recovered after it pays a claim by replacing or paying to replace such property or items. **We** may sell the property or items and keep the proceeds.

D.18 **Insurance Certificate** Reinstatement after Partial Loss

When **We** pay a claim under **Your Insurance Certificate** for partial loss or damage to the **Contents**, the **Sum Insured** will be reduced by the loss amount for each and every claim and shall not exceed the aggregate

Sum Insured. We may at **Our** option reinstate the **Sum Insured** and reserve the right to charge an additional premium.

D.19 Interest

No amounts payable by **Us** under this **Insurance Certificate** shall carry interest.

D.20 Interpretation

This **Insurance Certificate Terms & Conditions** and the **Insurance Certificate Schedule** with attaching Sections and any amendments or endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Insurance Certificate Terms & Conditions** or the **Insurance Certificate Schedule** shall bear such specific meaning wherever it may appear.

D.21 Misrepresentation

This **Insurance Certificate** shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by **You** which is material to or connected with **Your**:

- (a) risk experience and claim history; or
- (b) insurance record, including previous refusals to grant insurance coverage.

D.22 Notice of Trust or Assignment and Third Party Rights

We shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this **Insurance Certificate**.

Any person or entity who is not a party to this **Insurance Certificate** shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of **Hong Kong**) to enforce any terms of this **Insurance Certificate**.

D.23 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, **We** will pay only in excess of the other insurance, limited to the indemnity being provided under **Your Insurance Certificate**, unless that other insurance was specifically written as an excess over the indemnity provided in **Your Insurance Certificate**.

Should **You** make a claim under **Your Insurance Certificate**, **You** must advise **Us** of any other insurance which may cover the loss or damage or **Accident**.

D.24 Payment of **Benefit(s)**

You may not be covered under more than one **Insurance Certificate**. If **You** are covered under more than one such **Insurance Certificate**, **We** will consider that person to be covered under the **Insurance Certificate** which provides the highest **Benefit(s)**. Where the **Benefit(s)** under any additional **Insurance Certificate** are identical, **We** will consider that person to be insured under the **Insurance Certificate** first issued. All **Insurance Certificates** not recognised by **Us** shall be cancelled.

D.25 Payment of Claims

Any receipt by **You** of any **Benefit** payable under this **Insurance Certificate** shall in all cases be deemed final and complete discharge of all liability of **Us** in respect of such **Benefit**.

Upon **Your** death, all **Benefit(s)** which are payable to **You** under this **Insurance Certificate** shall be made to **Your** estate.

D.26 Reasonable Care

You must:

- (a) take all reasonable measures to maintain all property insured under this **Insurance Certificate** in sound condition and good repair;
- (b) take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this **Insurance Certificate**; and
- (c) comply with all obligations and regulations imposed by law and by any authority.

D.27 Renewal of **Your Insurance Certificate**

Renewal is not applicable.

D.28 Right of Recovery

In the event an authorisation of payment and/or payment is made by **Us** for a claim whereby liability is not engaged, **We** reserve the right to recover against **You** the full sum which **You** were admitted.

D.29 Sanction

Your Insurance Certificate does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of **Claim**. All other terms and conditions of the **Insurance Certificate** remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to European Union, United Nations, United Kingdom and **Hong Kong** sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

D.30 Subrogation

If **We** make a payment under this **Insurance Certificate**, all **Your** rights of contribution, indemnity or recovery will be subrogated to **Us**. **You** must not surrender any right to or settle any claim for contribution, indemnity or recovery without **Our** prior written consent. **You** must do all things and execute all documents to enable **Us** to sue in **Your** name for such contribution, indemnity or recovery.

Where **You** have agreed with another person or company (who would otherwise be liable to compensate **You** for any loss or damage which is covered by the contract of insurance) that **You** will not seek to recover such loss or damage from that person, **We** will not cover **You**, to the extent permitted by law, for such loss or damage.

D.31 Total Loss

If **We** pay **Your** claim for a **Total Loss** then the cover provided under this **Insurance Certificate** will end.

D.32 Unoccupied Property

The covers provided by this **Insurance Certificate** shall cease if **Your Premises** is left unoccupied for a period exceeding thirty (30) consecutive days, unless **You** have informed **Us** of this fact and obtained **Our** written agreement for this **Insurance Certificate** to continue beyond that period.

D.33 Waiver

No delay or omission by **Us** in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right,

power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION E – CLAIMS

Claims Conditions Applicable to All Sections

What **You** must do:

On the happening of any loss or damage which does or could lead to a claim or on the happening of any event or occurrence which does or could lead to a claim under Section B Personal Liability Cover. **You** must, at **Your** own expense:

- (a) take all reasonable precautions to prevent further loss or damage or injury;
- (b) immediately inform **Us**;
- (c) immediately inform the police if any property insured under this **Insurance Certificate** is lost, stolen or of the occurrence of **Malicious Damage or Vandalism**;
- (d) take all reasonable precautions to recover lost or stolen property and minimise the claim;
- (e) not dispose of any damaged property without **Our** consent;
- (f) not arrange for the repair or replacement of any property insured under this **Insurance Certificate**, in connection with any claim, without **Our** consent;
- (g) complete and lodge a claim form within fourteen (14) days with all necessary supporting documentation that **We** may reasonably require for the investigation and verification of the claim including but not limited to:
 - (i) full written details of the loss or damage or injury;
 - (ii) any relevant receipts, certificates and other proofs of ownership;
 - (iii) all valuations relating to lost or damaged property;
 - (iv) all court issued documents including any statement of claim, summons, initiating process, cross claim, or third-party notice;
 - (v) all property inspection reports and inventories if the claim involves **Malicious Damage or Vandalism** or theft;
 - (vi) reports that have been obtained from the police, a carrier or other authorities about an **Accident**, loss or damage; and
 - (vii) all and other certificates and evidence required by **Us** that is reasonably required to assess the claim.
- (h) send to **Us** all documents immediately which show that a claim is or may be made against **You** (including but not limited to correspondence, any letter or letter of demand or letter of complaint, any writ or court documents, any subpoena, or any formal legal document);
- (i) not admit liability for, or offer to agree to settle or pay any amount to settle, any claim brought against **You** without **Our** prior written consent; and
- (j) assist **Us** in the defence of any claim brought against **You**.

Failure to notify **Us** within the time limit prescribed does not invalidate the claim if it can be shown to **Our** satisfaction that notice (with supporting documents and information) has been provided as soon as reasonably possible, provided that notice must be given at the latest within thirty (30) days from the happening of any loss or damage of this **Insurance Certificate** and no later than thirty (30) days after the end of the **Period of Insurance**.

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PERSONAL INFORMATION COLLECTION STATEMENT

Chubb Insurance Hong Kong Limited (“**We/Us/Our**”) want to ensure that **Our Insurance Certificate Holder(s)** and/or insured person(s) (“**You/Your**”) are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** (“**Personal Data**”), the circumstances when **Personal Data** may be disclosed and information regarding **Your** rights to request access to and correction of **Personal Data**.

(a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **Your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing **Your** and **Our** rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use **Your Personal Data** in other ways with **Your** consent.

(b) Direct marketing

Only with **Your** consent, **We** may also use **Your** contact, demographic, **Insurance Certificate** and payment details to contact **You** with marketing information regarding **Our** insurance products by mail, email, phone or SMS.

(c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell **Your Personal Data** to any third party. **We** limit the disclosure of **Your Personal Data** but, subject to the provisions of any applicable law, **Your Personal Data** may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to **Our** relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside **Hong Kong**);
- (ii) **Our** parent and affiliated companies, or any company within **Chubb** local and outside **Hong Kong**;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with **Your** consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of **Your Personal Data** outside of **Hong Kong**.

(d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance (“**PDPO**”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct **Your Personal Data** as requested by **You** unless there is an applicable exemption under the **PDPO** under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@Chubb.com

Your request to obtain access or correction will be considered within forty (40) days of **Our** receipt of **Your** request. **We** will not charge **You** for lodging a request for access to **Your Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

請注意本保險證明以英文版本為正式版本。本保險證明同時設有中英文版本，惟僅供閣下作參考用途而已。如因對本保險證明內任何地方的詮釋而引起任何爭議，均以英文版本為準。

給客戶的重要資料

關於「保險證明書」

本文件(即「保險證明書」)載有重要的資料，以協助「閣下」了解「時富家居保」。「閣下」需仔細閱讀本文件，以了解其特徵、保障及風險。

承保人

承保人是安達保險香港有限公司(「安達」/「本公司」)。「本公司」的聯絡資料載於「保險證明書」的底頁。

「保險證明持有人」需閱讀的內容

為了解本保險的保障範圍，「閣下」必須閱讀：

- (a) 給客戶的重要資料 – 該部份載有「閣下」必須注意的重要事宜的資料；
- (b) 定義 – 該部份載有「本公司」在本保險內所使用的若干含有指定涵義詞彙的意思；
- (c) 第 A 至 B 部份 – 該等部份載有為「家居物品」及個人責任提供的保障詳情；
- (d) 第 C 部份(一般不保事項) – 該部份載有任何保障部份項下不提供的保障事宜；
- (e) 第 D 部份(一般條件) – 該部份載有本保險項下「閣下」及「本公司」的權利和義務的詳情，包括假如「閣下」未能履行義務，「本公司」可能會在法律許可的範圍內取消或削減「本公司」對索償承擔的責任；
- (f) 第 E 部份(索償) – 當出現索償時「閣下」需要做的事情；及
- (g) 「本公司」向「閣下」提供任何可能變更標準保障的其他文件。

登記保障

「閣下」登記此保險時，已經完成申請手續及回答了「本公司」的問題。「閣下」提供的資料及申報將構成本保險合約的基礎。「本公司」會依據在本文件、申請書及任何其他文件，包括「本公司」簽發給「閣下」最新的「承保表」內的條款，向「閣下」提供保障。

全部該等文件構成「閣下」向「本公司」投保的「保險證明」。「閣下」需將該等文件連同收據及「閣下」對所投保物件的所有權及價值的證據保存於安全地方。

保障摘要及其他重要事項

「本公司」提供的主要保障涵蓋：

- (a) 「閣下」已投保的「家居物品」的損失或損毀；
- (b) 「閣下」、「閣下的」配偶及子女引致任何其他人士蒙受的「意外受傷」或「意外死亡」或「意外」財物損失而需負上的法律責任。

有關「本公司」處理任何索償的基準，請參閱各項保障部份。

「本公司」僅按「閣下的」「保險證明」指定的最高賠償額及賠償限額及「投保額」以及「保險證明」的其他條款、條件及不保事項提供保障。

「閣下」在提出索償時可能適用「自付額」。「自付額」是「閣下」必須承擔的索償部份，「閣下」需在每次發生本保險的受保事件時支付「自付額」。受保事件是同一原因導致的個別或一連串事件。當「自付額」適用時，「本公司」將透過「自付額」減低「本公司」支付的金額，或「本公司」會要求「閣下」支付「自付額」。

「自付額」的種類及金額載於「閣下的」的「保險證明」內(一般載於本文件及「承保表」內)。不同的「自付額」適用於「高樓」及「矮房」。

例如「閣下的」住所曾因「風暴」橫過「閣下的」的「物業」而受到嚴重損毀。假如「閣下的」的「保險證明」或「承保表」提及「閣下」有港幣 100 元的「自付額」，則「本公司」就「閣下的」的整體損失所償付的索償金額將減少港幣 100 元。

「本公司」僅承保受保「物業」內「閣下的」權益。

時富家居保保險證明書，香港特別行政區。03/2021 編印。

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本產品由安達保險香港有限公司所承保。有關適用保障、條款及不保事項，請參閱保險證明合約。本文件中的資料僅為摘要，只作參考用途。

在下列情況下，「本公司」可拒絕支付或削減「本公司」就索償支付的金額：

- (a) 索償事件屬於不保事項；
- (b) 「閣下」沒有遵守「保險證明」的條款及條件；
- (c) 「閣下」沒有遵守「閣下的」「披露義務」或作出失實陳述；或
- (d) 「閣下」提出欺詐性索償。

「本公司」亦可能因「閣下」未能遵守某項條件、「閣下」違反披露義務，或在法律許可的若干情況下取消「閣下的」「保險證明」。

披露義務

在「閣下」與「本公司」簽訂「保險證明」前，「閣下」必須全面及如實地披露「閣下」知悉或應當知悉的，並與「本公司」向「閣下」提供保險有關的所有事實，否則「本公司」有權取消本保險，或拒絕向「閣下的」索償作出賠償，或「閣下」可能不能得到本「保險證明」的保障。

「保險證明」項下的承保範圍是以「閣下」於申請書內向「本公司」提供的資料為基準。假如「閣下」向「本公司」提供的任何資料是不正確的，請即時通知「本公司」，否則「閣下」可能未能就有效的索償得到保障。假如「閣下」其後向「本公司」提供的資料與投保書內所載的資料有重大差異，「本公司」可能會以不同的條款提供保障或拒絕提供保障。

假如「本公司」自簽發「保險證明」起的十四(14)日內沒有收到「閣下」更改資料的指示，「本公司」將視所提供的資料為完整及正確，並倚賴有關資料。

取消

「閣下」可隨時聯絡「本公司」取消本「保險證明」。

如何提出索償

第 E 部份 索償告訴「閣下」就索償需要做的事宜。在「本公司」向「閣下」償付任何索償前，「本公司」需要取得損失或損毀程度的證明。在可能情況下，請確保「閣下」就有關損失或損毀保存任何相片或其他文件，以便索償程序順利進行。

「本公司」的聯絡資料

假如「閣下」或「閣下的」顧問需要與「本公司」聯絡，有任何疑問或希望就本保險索取進一步的資料，請利用本文件提供的聯絡資料與「本公司」聯絡。

(本頁完)

定義

在「保險證明」內某些詞彙具指定涵義（不論以單數或複數表示），「本公司」將該等詞彙定義如下。為協助「閣下」識別有關詞彙，特將此等詞彙全部加上引號。

「意外」指突發、不能預見、不幸及非計劃的事件。

「意外死亡」指：

- (a) 「意外受傷」引致的死亡；及
- (b) 在引致「意外受傷」的「意外」發生後的一百八十(180)日內發生的死亡。

「意外受傷」指因「意外」導致的身體損傷，而該身體損傷並不是疾病，而且：

- (a) 是由猛烈及可見的方式引致的；及
- (b) 是在「保險期」內發生的；及
- (c) 是在「意外」發生後的一百八十(180)日內發生的；及
- (d) 純粹及獨立因下列原因導致的結果：
 - (i) 「意外」；及 / 或
 - (ii) 因「意外」必須接受的醫療或手術治療而導致的疾病；及
- (e) 可能包括因「閣下」在「意外」中直接及不可避免地暴露於某些元素而引致的的身體損傷。

「恐怖活動」指針對任何個人、財物或政府而對人類生命或財物實際或威脅使用武力或暴力，或引致損毀、損傷、損害或干擾，或作出任何危險活動，有關活動的已陳述或未陳述目的是尋求經濟、人種、民族、政治、種族或宗教利益，不論該等利益是已申報與否。主要為個人利益而進行的搶劫或其他刑事活動或主要由於犯罪者及受害者以往的個人關係而發生的活動概不被視為「恐怖活動」。「恐怖活動」應包括任何被(相關)政府核實或確認為恐怖活動的活動。

「保障」指「承保表」內列明的保障，「本公司」會根據「保險證明」的條款及條件就「保險證明」承保的各項事件或損失提供有關保障。

「身體損傷」指於「保險期」純粹及完全由「意外」造成身體損傷。

「建築物」指「閣下的」「物業」範圍內的以下各項：

- (a) 私人住房或住宅；
- (b) 牆壁、地板及天花的固定覆蓋物；
- (c) 固定泳池；
- (d) 露臺及後院；
- (e) 小徑、車路及花園；
- (f) 閘門及圍欄；
- (g) 設備和裝置；
- (h) 私人住房或住宅外牆的固定窗戶或玻璃；
- (i) 「建築物」外的窗簾及天蓬；
- (j) 由主要管道連接至私人住房或住宅內的煤氣、供水或供電管道。

「業務」指任何業務、生意、專業、職業、代牧、放牧、經營農場、商業或收益活動，但這並不指「建築物」的租賃。

「安達」及「本公司」指承保人，安達保險香港有限公司。

「民事騷亂」指由平民發起的動亂、騷亂或擾亂公共秩序，通常是針對規管機構或該等規管機構的政策。

「生效日期」指「本公司」同意根據「保險證明」提供保險的日期當日的「香港」時間凌晨十二時零一分(12:01 a.m.)，該生效日期列示於「閣下的」「承保表」內。

「家居物品」指第 A 部份的「家居物品保障」所定義的家居物品。

「自付額」指當「閣下」提出一項索償時，「閣下」必須支付損失的首筆金額，承保人只負責支付超過該金額的部份（最高金額為「承保表」指定的「投保額」）。「自付額」適用於各項損失或索償。當損失是在「自付額」範圍內，則承保人毋須負責賠償。假如「承保表」內列出多於一項「自付額」的，則以金額較高者為適用。就地震索償而言，在地震後的七十二(72)小時內發生的一切損失或損毀均只適用一項「自付額」。

「家庭成員」指於「承保表」內列明之「物業」合法佔用者的配偶、子女、父母、親屬或朋友與「閣下」永久同住於受保「物業」。

「水災」指水從任何自然的水道、湖泊、水庫、水渠或水壩的正常範圍漏出或釋出，使正常為乾旱的土地被淹沒。

「高樓」指超過三(3)層高的私人住宅。

「香港」指中華人民共和國香港特別行政區境內。

「保險證明」指「本公司」與「閣下」訂立的協議，該協議由本文件、「閣下的」申請書、「承保表」及任何由「本公司」書面向「閣下」發出的任何背書或其他文件所構成。

「保險證明持有人」指持有此保險及在「承保表」內被註明為本「保險證明」保險證明持有人之人士。

「承保表」指載有與「閣下的」保險相關的重要資料，包括「保險期」、「閣下的」「物業」詳情、將適用的「自付額」，及任何標準條款有否以背書的方式被更改。

「矮房」指不超過三(3)層高的私人住房或房子。

「惡意破壞或故意破壞」指惡意驅使破壞財物的錯誤作為，但這並不包括：

- (a) 租戶的疏忽、不小心、差劣的家務管理或不衛生的生活習慣；
- (b) 「閣下」或租戶或代表「閣下」或租戶的任何人士在進行維修工程期間出現的破壞；
- (c) 因租戶或代表租戶的任何人士進行修理或試圖進行修理而造成的破壞；
- (d) 因「閣下」或租戶未能管束兒童而造成的破壞；
- (e) 「閣下」或租戶的寵物造成的破壞；
- (f) 「意外」破壞或「意外」損失；或
- (g) 刮花、凹陷、剝落、磨損、磨壞。

「手提電話」指具有通訊功能的手提電話或智慧型電話。

「露天範圍」指非由牆壁及屋頂完全遮蓋或不能完全關閉的「物業」範圍，包括但不限於下列範圍：

- (a) 走廊、陽臺、露臺、車棚；或
- (b) 「物業」的土地界限範圍內的開放範圍。

「室外傢俱」指專為室外使用而設計的傢俱。它通常由能抵禦氣候之物料所制成，例如防銹的鋁金屬。

「保險期」指「生效日期」起計的十二(12)個月內，在該期限內「保險證明」項下的保障範圍是生效的。

「個人物品」指屬於「閣下」或「閣下」「家庭成員」，特別供個人穿戴的物品。

「物業」指「閣下」用作私人住宅用途及位於「保險證明」內列明為「受保物業」的住宅地址，該物業是本保險保障的權益，並由磚塊、石塊及混凝土及混凝土屋頂興建而成。

「替換成本」指替換、重建或維修「家居物品」至大體上與新置狀況一樣的費用。

「暴亂」指任何人士與其他人士參與任何擾亂公眾和平的行為（不論是否與罷工或停工有關），或任何合法組成的政府機關鎮壓或試圖鎮壓任何該等動亂或減低該等動亂的後果的行動。

「指定物品」指：

- (a) 珠寶、手錶、皮草及美術作品；
- (b) 郵票及硬幣收藏；
- (c) 電腦系統、手提電腦、手提資訊器材、娛樂設備或其他攝影器材；或
- (d) 貴重金屬物品、樂器、相機 / 卡式錄放影機和配件及其他「貴重物品」或收藏品

「運動」指任何需要「閣下」使用技能或體能的娛樂體育活動。

「風暴」指猛烈的大氣干擾，包括可能與雷電、雨水、雨雪及冰雹一同發生的強風。

「投保額」指就「保險證明持有人」根據本「保險證明」可享用的各項「保障」而言，在「承保表」所列各項「保障」的最高金額。

「損失總額」指受保的財物在損毀及破壞後的狀況是不能被恢復至損失前的相等狀況，在該情況下「本公司」決定向「閣下」支付總「投保額」。

「貴重物品」指珠寶、手錶、皮草及白金、黃金、銀或其他貴重金屬物品等「家居物品」。

「閣下」及「閣下的」：

- (a) 指登記此保障，並在「承保表」內列為「保險證明持有人」的人士，除非相關部份提供了不同的定義。及/或
- (b) 「家庭成員」

但任何與「保險證明持有人」作為業主有租賃協議的租戶除外。

「閣下」與「本公司」訂立的協議（「閣下的」「保險證明」）

在「閣下」登記本「保險證明」後，「本公司」同意根據「閣下的」「保險證明」的條款、條件及不保事項就「保險期」內發生的受保事件所引起的損失或損毀作出賠償。

第 A 部份 - 家居物品保障

此保障適用於「承保表」內所註明的承保「家居物品」保障。

A.1 「家居物品」的定義及指定限制

「家居物品」指下列物品置於「閣下的」「物業」及屬於「閣下」所擁有的：

- 地毯、內百葉窗及窗簾；
- 電腦系統及其配件；
- 攝影設備及其配件；
- 衣服及鞋；
- 廚房用具及設備；
- 餐具；
- 浴室用具及設備；
- 娛樂設備；
- 娛樂軟件；
- 其他設備（如洗衣機、乾衣機）；
- 布藝及毛巾；
- 花園傢俱；
- 非固定的泳池及浴池；
- 傢俱及燈飾；
- 「閣下」進行不受管理公司或另一保單保障的修葺、固定裝置或家居結構性裝修；
- 珠寶及手錶；
- 皮草；
- 美術作品、油畫、古董及珍品及其他真正的藝術品；
- 貴重金屬物品（如銀製品、錫鑲製品）；
- 樂器；
- 其他家庭 / 個人雜物；
- 其他珍藏物及「貴重物品」；
- 盆栽；
- 「運動」用品；及
- 「指定物品」。

「家居物品」不是（包括但不限於）：

- 鳥、魚及動物；
- 流動通訊設備，包括「手提電話」；
- 電動汽車及其附件包括汽車、貨車、電單車、小型單車及農用車、高爾夫球車、坐騎式草坪車及電動輪椅；
- 船隻；
- 使用中的「運動」用品；
- 高速滑艇；
- 飛機或航空裝置，不包括不能被駕駛的模型飛機或玩具風箏；
- 任何地面或海面氣墊運載工具；
- 房客、搭伙或客人（不論繳付房租與否）的財物；
- 蓬車及拖車；
- 樹木、灌木及其他植物，於花盆栽種者除外；
- 沒有根據相關法例註冊或存放的輕武器；
- 任何用作商業或受僱用途的財物；
- 食物及飲品；
- 金錢、信用咭、提款咭及支票；
- 電子資料；及
- 土地或食水。

時富家居保保險證明書，香港特別行政區。03/2021 編印。

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A.2 保障

「本公司」將會就因在「保險期」內發生「意外」對「閣下」置於「閣下的」「物業」內的「家居物品」所引致的實質損失或損毀提供「承保表」內指定最高「投保額」的保障，惟「保險證明」內註明的不保事項除外。
「指定物品」的特別條款：
「本公司」對「指定物品」的責任，僅限於「承保表」所列之最高「投保額」。

A.3 「本公司」如何處理有效索償

- (a) 如「本公司」決定應支付本部份項下的索償，「本公司」將選擇：
 - (i) 修理或替換受損毀的「家居物品」，或向「閣下」支付合理「替換成本」（惟在任何情況下，「本公司」的責任均不得超過「家居物品」的「投保額」）；或
 - (ii) 向「閣下」支付「家居物品」的最高「投保額」。
- (b) 「本公司」可選擇為受損毀的「家居物品」作出更換或支付合理的「替換成本」，「本公司」將按「以新代舊」的基礎處理（即置換同類型物品而毋須扣除損耗）。「本公司」將按我們的決定，向「閣下」提供替換物品或向「閣下」支付賠款。
- (c) 假如在本部份項下應賠償的損失或損毀的物件是對裝、套裝、系統、系列或更大型組件的一部份，「本公司」將只會按該損失或損毀物件本身佔整體對裝、套裝、系統、系列或更大型組件的價值作出賠償。「本公司」不會就該物件於構成對裝、套裝、系統、系列或更大型組件的一部份時可能擁有的任何特別價值或對餘下部份造成的任何貶值支付任何補貼。
- (d) 「本公司」就「指定物品」的損失或損毀賠償的最高限額不得超過「承保表」規定的限額或「投保額」，兩者以較低者為準，減扣「承保表」內就上述物品列明的「自付額」，並將「指定物品」所適用的相關限額考慮在內。
- (e) 「自付額」適用於本部份的每次索償，「自付額」的詳情已於「承保表」上列明。

A.4 適用於第 A 部份的不保事項

除本「保險證明書」第 C 部份所載適用於本「保險證明」所有部份的「一般不保事項」外，「本公司」亦不會賠償下列情況對「家居物品」所造成的任何損失或損毀：

- (a) 「家居物品」被置於「閣下的」「物業」範圍以外 – 但專業搬運公司將「家居物品」遷往由「本公司」承保「香港」境內的新「物業」，或因專業清潔、修理或修葺的目的將「家居物品」暫時遷離「物業」者除外；
- (b) 「家居物品」被遺留在「露天範圍」– 「室外傢俱」除外；
- (c) 「家居物品」原因不明的失蹤或誤放。

A.5 額外保障及限制

家庭傭工的「家居物品」：

「本公司」將會就因「意外」對「閣下的」家庭傭工置於「物業」內的「家居物品」所引致的實質損失或損毀賠償最高港幣 6,000 元的限額。「本公司」就任何一件物品將賠償「閣下」不超過港幣 6,000 元。

儲物設施內的「家居物品」：

「本公司」將會就因「意外」對「閣下」存放於儲物設施內的「家居物品」所引致的實質損失或損毀賠償最高港幣 60,000 元的限額，惟「閣下的」損失必須不能從儲物設施追索及並沒有受任何其他保險保障。「本公司」就任何一件物品所賠償的最高限額不超過港幣 15,000 元。

冷凍食品：

「本公司」將會就因「意外」對貯存於「閣下的」「物業」的冷藏組件內的冷凍食品引致的機器故障而腐壞所造成的損失或損毀最高賠償港幣 3,000 元。

「業務」設備：

「本公司」將會就因「意外」對「閣下」置於「閣下的」「物業」內的「業務」設備所引致的損失或損毀最高賠償港幣 24,000 元。「本公司」就任何一件物品所賠償的最高限額不超過港幣 12,000 元。

移走瓦礫：

經「本公司」同意後，「本公司」將會支付「閣下」於移走瓦礫、拆卸及 / 或拆毀、支撐或支承任何「閣下的」「家居物品」的任何部份所必須使用的合理成本及開支。「本公司」就任何一項損失所賠償的最高限額不超過港幣 75,000 元。

更換門鎖、玻璃及臨時保護：

「本公司」將會就門鎖及玻璃因爆竊或未經許可進入「物業」受到破壞而需作更換的「替換成本」為「閣下」

作出賠償。「本公司」亦會就等待更換門鎖或玻璃時所需要的臨時保護的合理費用為「閣下」作出賠償。「本公司」就任何一項損失所賠償的最高限額不超過港幣 75,000 元。

未授權交易：

在向警方報案後，「本公司」將會就爆竊或未經許可進入「物業」並盜取文件及身份證明而導致未獲授权使用「閣下的」信用卡、支票簿所引致「閣下的」財務損失及／或「閣下」的銀行賬戶資金損失（「家庭成員」未經許可進入者除外）作出賠償。「本公司」就任何一項損失所賠償的最高限額不超過港幣 75,000 元。

損失個人文件：

在向警方或適當機關報案後，「本公司」將就強行進入「物業」並盜取屬於「閣下的」文件而導致「閣下」需補領護照、香港身份證及相關的政府文件及駕駛執照的「替換成本」作出賠償。「本公司」就任何一項損失所賠償的最高限額不超過港幣 25,000 元。

未經授權使用公用事業：

假如「閣下」就「物業」登記的公用事業如煤氣、水、電力、互聯網及收費電視在未經「閣下」同意的情況下被不受本「保單」視為受保人的第三方非法使用或干擾，「本公司」將就相關期間內「閣下的」的用量及相關公用事業供應商所徵收費用的差額作出賠償。「本公司」就任何一項損失所賠償的最高限額不超過港幣 25,000 元。

第 B 部份 - 個人責任保障

「承保表」內註明承保個人責任保障，此保障方為適用。

B.1 適用於第 B 部份的額外定義

「補償」指「閣下」根據下列情況就他人的「身體損傷」支付或應付的款項：

- (a) 法庭判決；或
 - (b) 經「本公司」同意的和解
- 包括任何「抗辯費用」。

「補償」不包括：

- (a) 加重的、懲罰性的或懲戒性的損害賠償；或
- (b) 法律規定的罰款或罰金（包括民事罰金）；或
- (c) 根據法律被視為不受保的任何事宜。

「抗辯費用」指在下列情況下產生的法律費用及支出及相關開支：

- (a) 抗辯任何法律訴訟；
- (b) 要求分攤款項或討回款項；或
- (c) 調查、避免或減低或處理申索。而有關費用是：
 - (i) 經「本公司」書面同意後由「閣下」產生；或
 - (ii) 在「本公司」進行任何法律程序後由「本公司」產生。

「抗辯費用」不包括「閣下的」任何內部或經常開支或「閣下的」時間成本。

「僱傭慣例補償」指「閣下」就聘用或即將聘用任何人士的任何不當或不公平解僱、否定自然公義、誹謗、誤導陳述或宣傳、性騷擾或歧視。

「事故」指一事件涉及連續或屢次大體相同的情況，而引致非「閣下」預期或計劃的「意外受傷」或「意外財物損毀」。就同一來源或起因而造成的一連串結果的所有事件被視為同一「事故」。

意外財物損毀指

- (a) 因「意外」導致有形財產的實質損毀、破壞或損失，包括於「意外」後的任何時間損失其作用；或
- (b) 有形財產損失其作用而該有形財產沒有被實質損毀或破壞，惟該損失作用必須是由於其他有形財產因「意外」而受到實質損毀所致。

B.2 保障

無論「閣下」身處世界任何地方，倘若「閣下」因以下事項須依法向第三方支付「補償」，本公司將代表「閣下」作出最高為「承保表」內指定的「投保額」的賠償，包括：

- (a) 「保險期」內發生的「意外死亡」或「意外受傷」；或
- (b) 「保險期」內發生的「意外財物損毀」。

B.3 適用於第 B 部份的不保事項

除本「保險證明書」C 部份所載適用於本「保險證明書」所有部份的「一般不保事項」外，「本公司」將不會保障因下列情況直接或間接造成或與下列情況有任何相關的法律責任：

- (a) 襲擊或毆打：「閣下」觸犯或受「閣下」指示的襲擊及 / 或毆打。本不保事項將不適用於為防止「個人損傷」或減低「個人損傷」的危險而進行的襲擊及 / 或毆打。
- (b) 「建築物」裝修：「閣下」或代表「閣下」建設、建造、裝修、添置、修葺或拆毀任何「建築物」。
- (c) 「業務」或專業：「閣下」除作為財物的持有人以外所進行的「業務」或專業或提供的任何服務，包括因「物業」產生的或以任何方式與「物業」相關的任何責任，儘管「本公司」會就「意外財物損毀」導致的任何損失賠償最高達「投保額」的金額。
- (d) 契約責任：根據合約承擔任何義務，但在沒有合約的情況下於法律下存在的責任者除外。
- (e) 「香港」境外法庭的判決：由「香港」境外的法庭或審裁處作出的任何決定。
- (f) 地殼移動：泥土或地殼移動，包括侵蝕、下陷、山崩或塌方。
- (g) 僱主責任：與下列各項相關的任何責任：
 - (i) 「閣下」是或可能有權根據任何工人賠償法例規定的任何基金、計劃、保單或個人保險獲得賠償，不論該等保險已生效與否；或
 - (ii) 根據任何工業裁決或協議或裁定的條文所施加的責任，而在沒有該等工業裁決或協議或裁定的情況下，有關責任是不會被施加的；或
 - (iii) 有關「僱傭慣例」。
- (h) 罰款及罰金：罰款、罰金、懲罰性的、懲戒性的、償付的或加重性的損害賠償。
- (i) 貨品：由「閣下」或代表「閣下的」任何人士生產、安裝、處理、組合、加工、出售或供應的任何貨品。
- (j) 誹謗：任何誹謗行為。
- (k) 海事結構：持有、操作或保養任何海事結構，包括任何碼頭、防波堤、浮船塢。
- (l) 持有土地或「建築物」。
- (m) 「閣下的」「個人損傷」。
- (n) 專業責任：「閣下」或代表「閣下的」任何人士提供或未能提供專業意見或服務。
- (o) 「閣下」持有或以「閣下」名義持有的財物，在以下情況發生的財物損失或損毀：
 - (i) 由「閣下」持有；或
 - (ii) 由「閣下」合法控制。
- (p) 煙草及香煙：煙草、香煙或煙草中出現或使用的任何成份。
- (q) 汽車、拖車、船隻及飛機：持有、操作或維修下列各項或從下列各項進行裝卸：
 - (i) 汽車；
 - (ii) 蓬車或拖車；
 - (iii) 飛機或氣墊船；或
 - (iv) 船隻。
- (r) 「運動」活動：「閣下」參加任何「運動」活動。

B.4 責任限額

「本公司」就任何一件「事故」代表「閣下」支付的「補償」（包括「抗辯費用」）不超過「承保表」內指定的限額。

「本公司」就「保險期」內發生的所有「事故」代表「閣下」支付的「補償」（包括「抗辯費用」）不超過「承保表」內指定的限額。

B.5 抗辯申索

「本公司」有權以「閣下的」名義及代表「閣下」協商、抗辯或解決任何向「閣下」提出的索償，並將在任何索償的任何法律程序或和解過程中行使絕對酌情權。為免除疑問，「本公司」代表「閣下」賠償最高達「投保額」包括為抗辯任何針對「閣下的」索償所招致的「抗辯費用」。

第 C 部份 – 一般不保事項

除非另有指明，本部份的「一般不保事項」適用於「閣下的」整份「保險證明」。「閣下的」「保險證明」不保障：

- C.1 「閣下的」財物因下列情況引致或以任何方式與下列情況相關的損失或損毀：
 - (a) 損耗、生鏽、侵蝕、腐壞及貶值；

- (b) 機械、電氣或電子故障，包括由於任何能源供應不正常（包括供率驟增）引致的故障，但由於電動機打燒壞或任何其他指定事件引致的故障除外；
- (c) 霉菌及大氣或氣候情況，但雨水、雨雪及冰雹除外；
- (d) 家居動物；
- (e) 害蟲、昆蟲或被雀鳥及其他野生動物啄穿、抓穿、咀嚼、進食或築巢；
- (f) 清潔、修理、復原或修整任何物品的任何程序；
- (g) 涉及使用熱力或化學品的任何程序；
- (h) 租戶、房客、寄宿者、付租金的客人及他們的到訪者，由盜竊罪、盜竊、惡意破壞、故意破壞或蓄意或故意的行為而引起；
- (i) 建築物、地基、牆壁或鋪築過的地面發生的下陷、收縮、震盪或膨脹；
- (j) 欠佳手工、固有缺陷、設計錯誤或遺漏、結構缺陷及欠佳設計；
- (k) 因損耗引致的牆壁、地板或屋頂滲水或滲漏；
- (l) 樹木、灌木、植物及草的根部；
- (m) 侵蝕；
- (n) 霉、霉菌、真菌、黴菌毒素、軟腐病、乾腐病或細菌；
- (o) 疾病、冠狀病毒感染、廣泛地區流行的病及 / 或流行性感冒；
- (p) 任何由「本公司」補償或支付的，直接、間接或分擔的損失或費用，將致使「本公司」違反經貿制裁規定或相關的任何法規或限制；
- (q) 任何形式的非法建造，翻新或更改；或
- (r) 任何違反或企圖違反法律的行為。

C.2 任何間接損失。

C.3 因戰爭、未宣佈的戰爭、叛亂、內戰、暴動、革命、侵略、軍事武力或個人的戰爭行為，或軍事目的之破壞或財產佔領所造成的損失或損毀或責任。

C.4 因任何政府或公共機關或其他機關的財產充公、破壞或扣押所造成的損失或損毀或責任，但與任何「暴亂」或「民事騷亂」相關者除外。

C.5 核子或輻射污染引起或造成的損失或損毀或責任。

C.6 因污染及移走因而產生的污染物而引起或與之相關的損失或損毀或責任。

C.7 因任何物件、器材、電腦或電腦軟件（包括但不限於韌體、數據及嵌入式晶片）未能正確識別、詮釋或處理任何數據或任何物件、器材或電腦軟件在未能正確識別、詮釋或處理任何數據後正確運作所引起的損失或損毀或責任。

C.8 「閣下的」「建築物」在進行任何建設、拆卸、裝修或維修的過程中「閣下的」財物發生的損失或損毀。

C.9 因電腦程式或給電腦的指示出現任何錯誤所引致或與之相關的損失或損毀或責任。

C.10 「閣下」或得「閣下」同意代表「閣下」行事的人士蓄意引致的損失或損毀或責任，包括因取去或挪用「家居物品」或「貴重物品」所造成的損失。

C.11 因送遞或郵寄時對物品造成的損失或損毀。

C.12 因山崩或下陷引致的地殼移動所造成或與之相關的損失或損毀，除非該等損失或損毀是在下列一項或多項事件的二十四(24)小時內發生的直接結果：

- (a) 「風暴」、雨水或強風；
- (b) 地震；
- (c) 爆炸；及
- (d) 固定管道或裝置的漏水。

C.13 因化學、生物、生化或電磁武器導致或引致損失、損毀或責任。

C.14 法定權力機關充公、徵收國有、強取或徵用而永久或暫時喪失佔管權而導致或引致損失、損毀或責任

C.15 財產因任何公營權力機關命令而引致的毀滅而導致或引致損失、損毀或責任。

C.16 因建築物被任何人士非法佔用而永久或暫時喪失其佔管權導而致或引致損失、損毀或責任。如受保財產在喪失或臨時喪失佔管權發生前遭受受保之實際損害，則「本公司」仍會向「閣下」承擔責任。

C.17 石棉或石棉產品或任何含有石棉(不論石棉的形式或數量)的材料。

- C.18 因「閣下」未能使用一切合理的途徑在任何損失或損毀發生前、發生時或發生後保護或維護受保的財物而引起或與之相關的損失或損毀或責任。
- C.19 因下列情況而直接或間接引起、導致或與之相關的損失、損毀、成本或任何性質的開支；
- (a) 任何「恐怖活動」；或
 - (b) 為控制、防止、鎮壓、報復或以任何方式回應或與「恐怖活動」有關而採取的任何行動，不管任何其他促成的原因或事件。
- C.20 未能歸因為由本「保險證明」承保事件所造成或引致的任何損失或損毀。

第 D 部份 – 一般條件

本部份的條件適用於「閣下的」整份「保險證明」。

D.1 風險變動

在本「保險證明」開始後出現任何風險變動，「閣下」必須在知悉該等風險變動後即時書面通知「安達」。「閣下」必須通知「安達」的變動包括：

- (a) 「物業」變更；或
- (b) 「物業」被空置超過連續三十(30)日；或
- (c) 「閣下」不再持有「物業」的權益；或
- (d) 佔用「物業」的性質或其他影響「物業」的情況出現變動，以致增加本「保險證明」項下承保的任何風險；或
- (e) 「閣下」破產、受破產管理狀態、受管理狀態或被清盤。

假如「本公司」接納變更後的風險，「閣下」必須向「本公司」支付其要求的任何額外保費。

D.2 適用法律

本「保險證明」由「香港」法律規管及解釋。

D.3 仲裁

假如「本公司」及「閣下」或其他有關人士因本「保險證明」的任何事宜發生爭議或分歧，當事人應根據「香港」《仲裁條例》第 609 章及自當事人未能解決彼此之間分歧起的三(3)個月內有關條例生效的任何法例修改或重新修訂，將有關爭議或分歧提交香港國際仲裁中心仲裁。

D.4 轉讓

未取得「本公司」的事先書面同意的情況下，「閣下」不得轉讓本「保險證明」或「閣下」於本「保險證明」項下的任何權利。

D.5 授權代表

「閣下」同意代表「閣下」填寫投保書的人士是獲授權代表「閣下」提供及收取資料。

由「閣下的」授權代表採取或應已採取的行動應被視為「閣下的」作為或不作為。

D.6 註銷

- (a) 「閣下」可於任何時間聯絡「本公司」註銷本「保險證明」。
- (b) 在「閣下」發生下列情況時，「本公司」可根據法律，於任何時間向「閣下的」存檔地址發出最少提前七(7)日的書面通知註銷本「保險證明」：
 - (i) 「閣下」在簽訂本「保險證明」前向「本公司」作出虛假陳述；
 - (ii) 「閣下」未能遵守「閣下的」「披露義務」；
 - (iii) 「閣下」未能遵守「閣下」「保單」的規定；
 - (iv) 「閣下」在本「保單」生效期間，就「閣下的」「保險證明」或任何其他「保險證明」作出欺詐性索償；
 - (v) 「閣下」未能根據「閣下」「保險證明」的要求通知「本公司」特定的作為或不作為；或
 - (vi) 「閣下」在「保險期」內未能告知「本公司」任何風險情況的變動。

D.7 「保險證明」變更

「保險證明」內的任何變更必須經「安達」的書面同意後方可生效。除非「安達」書面同意作出豁免，否則本「保險證明」的任何部份不得被視為豁免。

D.8 文書上的錯誤

「本公司」造成的文書錯誤不得使生效的保險無效，亦不得使沒有生效的保險繼續生效

D.9 遵守「保險證明」條文

未能遵守本「保險證明」所載的任何條文將使本「保險證明」項下的所有索償無效。

D.10 「本公司」承擔責任的先決條件

「本公司」就本「保險證明」項下的任何保障所承擔的責任嚴格以下列各項為條件（即先決條件）：

- (a) 「閣下」向「本公司」提供的陳述及資料的真實性；及
- (b) 「閣下」適當遵守及履行任何應由「閣下」作出或遵守的所有條款及條件。

D.11 貨幣

本「保險證明」項下的保障以港元支付。

D.12 披露義務

在「閣下」與「本公司」簽訂「保險證明」前，「閣下」必須全面及如實地披露「閣下」知悉或應知悉的一切與「本公司」向「閣下」提供保險相關的事實。假如「閣下」未能作出披露，「本公司」有權註銷本保險，或拒絕支付「閣下的」索償，或「閣下」可能不能得到本「保險證明」的保障。

D.13 自付額

「閣下」必須就「閣下」根據「保單」提出的各項索償支付「承保表」或本「保單」內註明適用的任何「自付額」。「閣下」需在「安達」提出要求時支付「自付額」。
如任何事件引致的申索與本「保險證明」內多於一個保障部份有關，「閣下」必須支付最高的適用「自付額」。

D.14 詐騙

假如任何人士在「保險證明」項下提出的任何申索在任何方面是詐騙性的，或使用任何詐騙手段或方法以取得本「保險證明」項下的「保障」的，則「本公司」不會就該等索償承擔任何責任，以及「本公司」有權即時終止本「保險證明」。

D.15 性別

根據文意要求，本文件內使用的男性代名詞同時包括女性的涵義。

D.16 地理區域限制

除非另有註明，本「保險證明」提供的所有保障只涵蓋於「香港」境內遭受的損失或損毀。

D.17 檢查及挽回物品

如「閣下」提出索償，「本公司」可檢查財物或物品。雖然「本公司」無義務管有任何受損毀的財物或物品，但「本公司」保留權利管有任何受損毀的財物或物品。

「本公司」以更換財物或物品或支付款項的方式就索償作出賠償後，「本公司」有權取得及保留任何被挽回或被討回的財物或物品。「本公司」可出售財物或物品及保留所得款項。

D.18 部份損失後的「保險證明」復效

當「本公司」根據「保險證明」賠償「家居物品」的部份損失或損毀的索償時，「投保額」將按每次索償的損失金額減少，且不得超過投保的總金額。「本公司」可自行選擇恢復「投保額」，並保留徵收額外保費的權利。

D.19 利息

「本公司」根據「保險證明」應付的任何金額不附任何利息。

D.20 釋義

本「保險證明」及「承保表」及所附的部份及任何修訂或背書應被視為同一份合同一併閱讀，於本「保險證明」或「承保表」的任何部份內附有特定涵義的任何用語或詞句應在其每次出現時均附有該特定的涵義。

D.21 虛假陳述

假如「閣下」作任何虛假陳述、錯誤描述、不披露或隱瞞任何情況的，而該等虛假陳述、錯誤描述、不披露或隱瞞是重大或與下列事項有關的，則本「保險證明」可被註銷：

- (a) 「閣下的」風險經驗及索償歷史；或
- (b) 「閣下的」保險記錄，包括以往被拒絕提供保險保障。

D.22 信託或轉讓及第三方權利通知

「本公司」不受任何信託、押記、留置權、轉讓或其他處理或與本「保單」有關的任何通知約束或影響。任何不屬本「保險證明」的人士或公司，根據“合約（第三方權利）條例”（香港法例第 623 章），無權執行本「保險證明」的任何條款

D.23 其他保險

在法律許可的範圍內，如其他保險適用於受保的損失，「本公司」將只支付其他保險不保障的數額，並受本「保險證明」的賠償限額限制，除非其他保險以書面訂明該保險是「閣下」「保單」所提供賠償的「自付額」。

假如「閣下」根據「保險證明」提出索償，「閣下」必須通知「安達」任何其他可能保障該損失或損毀或「意外」的保險。

D.24 支付保障

「閣下」不能受多於一份「保險證明」保障。假如「閣下」受多於一份該「保險證明」保障，「本公司」將認為該人士由提供最高保障的「保險證明」所保障。如任何額外「保險證明」的保障是相同的，「本公司」將認為該人士根據首份簽發的「保險證明」受保。「本公司」將註銷所有不獲認可的「保險證明」。

D.25 支付索償

「閣下」一旦收到就本「保險證明」所支付的「保障」，在任何情況下應被視為「本公司」已就該「保障」履行最終及所有責任。

在「閣下」身故後，根據「保險證明」應向「閣下」支付的一切保障應付予「閣下的」遺產。

D.26 合理小心

「閣下」必須：

- (a) 採取所有合理措施使「保險證明書」項下的一切受保財物保持良好狀況及進行妥善維修；
- (b) 採取一切合理的預防措施以防止或減少受本「保單」保障之損失、損毀、破壞、責任、補償、成本或開支；及
- (c) 遵守法律及任何機關施加的一切義務及規例。

D.27 「保險證明」續期

本「保險證明」不設任何續期或續保。

D.28 討回權利

如「本公司」就沒有承保的醫療索償批准賠償及 / 或作出賠償, 「本公司」保留權利向「閣下」討回「本公司」就「閣下」入住醫院支付的總額。

D.29 經貿制裁

當經貿制裁規定或其他法規禁止「本公司」提供保險 (包括但不限於支付理賠金) 時, 本保險將不適用「保險證明」中的所有其他條款及條件則維持不變。

安達保險香港有限公司是一間美國公司 Chubb Limited (一間紐約證券交易所上市公司) 的子公司 / 分公司。因此, 除了歐盟、聯合國及香港的制裁限制外, 安達保險香港有限公司還受某些美國法律和法規的約束, 這些限制可能禁止其向某些個人或實體提供保障或支付賠償, 或對涉及某些國家 (例如古巴) 的某類活動提供保險。

D.30 代位權

如「安達」根據本「保險證明」作出賠償, 「本公司」可代位取得「閣下的」一切分攤、賠償或追討的權利。未經「本公司」的事先書面同意, 「閣下」不得放棄分攤、賠償或追討的任何權利或就分攤、賠償或追討的任何索償作出和解。「閣下」必須作出一切事情及簽署一切文件以使「本公司」能以「閣下的」名義就該等分攤、賠償或追討提出起訴。

如「閣下」與另一名人士或公司 (該名人士或公司有責任向「閣下」賠償保險合同承保的任何損失或損毀) 協定「閣下」不會向該名人士尋求討回該等損失或損毀, 則「本公司」在法律許可的情況下不會就該等損失或損毀向「閣下」提供保障。

D.31 損失總額

如「本公司」就「閣下的」索償作出「損失總額」的賠償, 則本「保險證明」提供的保障將會終止。

D.32 空置物業

如「閣下的」「物業」空置超過連續三十(30)日, 本「保險證明」提供的保障將會停止, 除非「閣下」已通知「本公司」有關事實, 並已取得「本公司」的書面同意本「保險證明」可於該期限後延續。

D.33 括免

「本公司」在行使本「保險證明」內的任何權利、權力或特權時不得有任何延遲或遺漏, 否則將損害此類權利、權力或特權或被解釋為放棄, 並且在任何情況下均不得獨立或部分行使任何權利、權力或特權。

第 E 部份 – 索償

適用於所有部份的索償條件

「閣下」必須做的事:

在發生任何會引致或可能引致索償的任何損失或損毀時, 或在發生任何會引致或可能引致 B 部份「個人責任保障」索償的任何事件或事故時, 「閣下」必須自費作出以下行動:

- (a) 採取所有合理的預防措施以避免進一步的損失或損毀或損傷;
- (b) 即時通知「本公司」;
- (c) 即時通知警方受本「保險證明」保障的任何財物的遺失、被竊或發生「惡意破壞或故意破壞」的事故;
- (d) 採取一切合理的預防措施以討回遺失或被竊的財物並減低索償;
- (e) 在未經「本公司」同意的情况下, 不處置任何受損毀的財物;
- (f) 在未經「本公司」同意的情况下, 不安排修理或替換任何與索償相關的任何受「保險證明」保障的財物;

- (g) 在十四(14)日內填妥及提交索償表格，並提供「本公司」就調查及核實索償之目的可能合理地要求的所有必須證明文件，包括但不限於：
- (i) 損失或損毀或損傷的完整書面詳情；
 - (ii) 任何相關的收據、證明及其他所有權證明；
 - (iii) 所有有關損失或損毀財物的估值；
 - (iv) 所有法庭簽發的文件，包括任何申索陳述書、傳票、展開過程、交相申索或第三方通知；
 - (v) 如索償涉及「惡意破壞或故意破壞」或盜竊，則包括所有財物檢查報告及財物清單；
 - (vi) 從警方、運輸公司或其他機關取得有關「意外」、損失或損毀的報告；及
 - (vii) 「本公司」就評估索償所合理要求的所有其他證明及證據。
- (h) 即時向「本公司」提供所有顯示「閣下」被提出或「閣下」可能被提出索償的所有文件（包括但不限於通信、任何函件或付款要求書或投訴書、任何令狀或法庭文件、任何傳召出庭令或任何正式的法律文件）；
- (i) 在未取得「本公司」的事先書面同意前，不就任何針對「閣下的」索償承認責任、提出同意和解或支付任何金額以達成和解；及
- (j) 就任何針對「閣下的」索償協助「本公司」提出抗辯。

如「閣下」未能在指定時限內向「本公司」作出通知，但「閣下」可向「本公司」滿意地顯示「閣下」已盡合理可能盡早作出通知（連同證明文件及資料），則未能按時通知「本公司」的情況不應使索償失效，惟「閣下」必須在發生任何損失或損壞的三十(30)日內，以及不遲於「保險期」結束後的三十(30)日內作出有關通知。

(本頁完)

個人資料收集聲明

安達保險香港有限公司(「我們」)竭力確保保險證明持有人(「閣下」)對我們在收集個人資料方面的信心, 我們於處理任何已收集的個人資料均會採取適當的保密程度及以處理私隱手法採用資料。

本個人資料收集聲明陳述我們收集及利用由閣下提供以識別閣下個人的資料(「個人資料」)的目的、個人資料可能被公開的情況及閣下有權要求查閱及更改個人資料的詳情。

(a) 收集個人資料的目的

我們收集及使用閣下個人資料的目的, 是為了向閣下提供具優勢的保險產品及服務, 包括用作考慮閣下投保任何新的保險產品, 及管理由我們提供的保單, 安排保障, 及執行和管理閣下及我們在該等保障下的權利及責任。同時, 我們亦會收集及使用閣下個人資料以設計及識別能吸引閣下的產品及服務, 進行市場或顧客滿意度調查, 及發展、建立及管理與其他機構就宣傳推廣、行政及使用我們相應的產品及服務的聯盟及其他計劃。在閣下的同意下我們亦可能使用閣下的個人資料作其他用途。

(b) 直接促銷

只會在得到閣下的同意, 我們會使用閣下的聯絡資料、人口統計資料、保險證明資料及繳費資料透過郵寄、電郵、電話或 SMS 短訊方式聯絡閣下以便提供有關我們的保險產品的宣傳推廣。

(c) 個人資料的轉讓

個人資料將予以保密, 而我們亦絕對不會將閣下的個人資料售賣給第三者。我們會對公開閣下個人資料作出限定; 但在任何適用的法例條文下, 閣下的個人資料可能:

(i) 會被透露予我們相信必須達成以上第 a 及第 b 段所述目的之第三者。例如: 我們把閣下的個人資料提供予我們相關的員工及承辦商、代理及其他涉及以上目的之人士, 如處理數據的人士、專業人士、損失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、政府機構、分保人及分保經紀(當中可能包括在香港以外的第三方);

(ii) 會給我們的母公司及附屬聯營公司或安達在本地及海外的相關人員使用;

(iii) 會提供予保險中介人, 閣下可以透過指定系統查閱有關資料;

(iv) 會給予有關人士以維持公眾安全及法紀; 及

(v) 在閣下同意下提供予其他第三者。

就以上個人資料的轉移, 如有適用的地方, 則代表閣下亦同意該資料在香港以外地方轉移。

(d) 查閱及更改個人資料

根據個人資料(私隱)條例, 閣下有權要求查閱及更改曾給予我們的資料, 另除非在個人資料(私隱)條例下有適用的豁免條款賦予我們可拒絕遵從, 否則我們必須按閣下的要求, 給閣下查閱及更改本身的個人資料。閣下亦可向我們要求提供持有閣下個人資料的類別。

翻查或更改個人資料的要求, 必須透過書面提出及郵寄致:

安達個人資料私隱主任
香港鰂魚涌英皇道 979 號
太古坊一座 39 樓
電話 +852 3191 6222
傳真 +852 2519 3233
電郵 Privacy.HK@chubb.com

在我們收到閣下查閱或更改資料的要求後, 會在四十(40)天內予以回覆該項要求, 我們一般將不會收取任何費用; 但即使我們在提供資料時需徵收費用, 它們也會在合理的水平。至於更改資料的要求, 則不會收取任何費用。

About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering marketing leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

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關於安達香港

安達為全球最大的上市財產及責任保險公司，經營一般保險及人壽保險業務，透過收購其前身公司，已立足香港特別行政區超過 90 年。安達香港的一般保險業務（安達保險香港有限公司）為大型及中小企業客戶、以及個人客戶設計及提供特定的保險產品，包括財產險、責任險、海上險、金融險和個人保險服務。多年來，安達保險憑著其雄厚財務實力及市場領導地位，開創新的保險產品，提供優質理賠服務，建立長遠穩健的客戶關係，與時並進。

如欲獲取更多資料可瀏覽

www.chubb.com/hk。

聯絡我們

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