

LandlordShield Insurance LandlordShield 業主保障

Policy Wording
保單條款

CHUBB®

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Important: Please note that the English version of this Policy is the official version. This Policy has been provided to You in both English and Chinese for ease of reference only. If any dispute arises regarding the interpretation of any part of this Policy, the English version shall prevail.

Part 1 – Important Customer Information

1.1 About Our Policy Wording

This document (which is Our policy wording) contains important information to help You understand Landlord Shield Insurance. Before You decide whether to purchase it, You need to read this document carefully to understand its features, benefits and risks.

1.2 The Insurer

The insurer is Chubb Insurance Hong Kong Limited (**Chubb**). Chubb's contact details are on the back page of this Policy Wording.

1.3 What You need to read

To determine if this insurance is appropriate for You, it is important that You read this Policy Wording in its entirety together with any other documents We provide to You about the insurance which may change the standard cover.

1.4 Applying for cover

When You apply for this insurance, You will need to provide Us with any information required to bind cover. We May use the information supplied to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document and any other document, including the most recent Schedule that We issue to You.

All of these make up Your "Policy" with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

1.5 Sums Insured and Excess

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in Your Policy 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 Policy (usually in the Excess table).

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

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured proportion of any loss Yourself.

We only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

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

1. where an exclusion applies;
2. if You do not comply with the terms and conditions of Your Policy;
3. if You do not comply with Your Duty of Disclosure or make a misrepresentation; or
4. if You make a fraudulent claim.

We also may cancel Your Policy due to failure to comply with a condition, a breach in Your Duty of Disclosure or in certain circumstances permitted by law.

1.6 Remuneration of third parties

In taking out this insurance with Us, You acknowledge that We may have a relationship with a third party who We may pay for referring You/Your business to Us. We may pay them commission which is a percentage of the Premium of the insurance policy which You hold with Us. The commission is already incorporated into the Premium payable by You and the amount can vary, depending on the type of arrangement We have with the third party and the type of product You purchase.

1.7 Contracts (Rights of Third Parties) Ordinance

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

1.8 Cost of the insurance

This insurance is only operative after You pay the Premium to Us. To calculate Your Premium, We take various factors into consideration, including:

1. the type of cover requested;
2. the type of Contents;
3. the Sum(s) Insured;
4. the location of Your Contents;
5. Your previous insurance history.

When You apply for this insurance, You will be advised of the Premium payable. The amount due will be clearly set out in Your Schedule.

1.9 Duty of Disclosure

Before You enter into Your Policy 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 and the Premium We calculate. 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 Policy.

The insurance cover under this Policy is based on the information submitted by You to Us. 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 initially provided 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 Policy, We will take it that the information is complete and correct and We rely upon that information.

1.10 Cancellation

You may cancel this Policy at any time by contacting Us in writing provided that no claim has been made during the relevant policy period of this Policy. A prorated refund will be provided subject to 6.5 "Cancellation" clause under Part 6.

1.11 How to make a claim

The Claims Section of this Policy 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.

1.12 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.

Part 2 – Table of Benefits & Excess table

Benefits		Plan I HK\$	Plan II HK\$
Section A – Home Contents and Loss of Rent			
A1. Contents			
Contents	Sum Insured	300,000	600,000
- <i>Maximum amount for each item/set/collection</i>	Sum Insured	30,000	60,000
- <i>Household Improvements</i>	Sum Insured	50,000	50,000
A1.6. Additional Benefits			
A1.6.1 Replacement of Door locks, windows and keys	Sum Insured	5,000	5,000
A1.6.2 Removal of Debris	Sum Insured	10,000	10,000
A1.6.3 Temporary Removal	Sum Insured	50,000	50,000
A1.6.4 Alteration & Repairs			
- <i>Maximum contract period</i>	Max Period	2 Months	2 Months
- <i>Maximum contract value</i>	Sum Insured	100,000	100,000
A1.6.5 Replacement of Glass	Sum Insured	2,000	2,000
A2. Loss of Rent			
Loss of Rent	Sum Insured	80,000 or 3 months Rent, whichever is the lesser	100,000 or 3 months Rent, whichever is the lesser
A2.1.1 Uninhabitable Premises		Covered	Covered
A2.1.2 Inaccessible Premises		Covered	Covered
A2.1.3 Death of Tenant		Covered	Covered
A2.1.4 Rental Default	Sum Insured	20,000	20,000
Section B – Property Owner's Liability			
Property Owner's Liability	Sum Insured	7,000,000	10,000,000
Section C – Building (Optional Cover)			
Building		Sum Insured	Sum Insured
24-Hour Home Assistance Service			
24-Hour Home Assistance Service		Applicable	Applicable

Excess		Plan I HK\$	Plan II HK\$
Section A – Contents			
General items	Excess for each and every claim	500	500
Water Damage		1,000 or 5% of adjusted loss, whichever is greater	
Landslip & Subsidence		10,000 or 10% of adjusted loss, whichever is greater	
Section B – Property Owner’s Liability			
Water Damage	Excess for each and every claim	3,000 or 10% of adjusted loss, whichever is greater	
Section C – Building (Optional Cover)			
General items	Excess for each and every claim	250	250
Landslip & Subsidence Extension		10,000 or 10% of adjusted loss whichever is greater	
DBS Chubb Insurance Service Hotline : +852 3191 6618			

Part 3 – Definitions

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

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

“Accidental Death” means death occurring:

1. as a result of an Accidental Injury; and
2. within one hundred and eighty (180) days of the Accident causing the injury and includes Disappearance.

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

1. is caused by violent external and visible means; and
2. occurs during the Period of Insurance; and
3. results within one hundred and eighty (180) days of the Accident; and
4. results solely and independently of any causes other than:
 - (a) the Accident; and/or
 - (b) sickness directly resulting from medical or surgical treatment rendered necessary by the Accident and
5. 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 Act of Terrorism. Act of Terrorism shall also include any act, which is verified or recognised by the (relevant) government as an act of terrorism.

“Building” means the following that is within the grounds of Your Premises including but not limited to:

1. any domestic outbuildings and their fixtures and fittings belonging to the Landlord,
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems including but not limited to air conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves.
3. services including electricity, water and communications
4. patios, terraces, hedges, fences, garden walls gates, drive and path;

5. Structural improvements of a domestic nature that are permanently affixed, including swimming pools, spa baths, saunas, tennis courts, paving, driveways, gates, fences, retaining walls, television antennae and aerials, external blinds and awnings,

Buildings are not:

1. property of Tenants, their guests or visitors, boarders, lodgers or paying guests
2. carpets, curtains, drapes or internal blinds
3. trees, shrubs or other plants, potted or otherwise
4. common property if the Building is part of a strata plan or other body corporate
5. retaining walls, foundations and drains. **“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 Policy and which is shown on Your Policy Schedule, provided that You have paid the Premium to Us.

“Contents” means the property described below that belongs to You (or for which You are legally responsible) and provided by You for use by the Tenant at the Premises:

1. Household Improvements,
2. furniture
3. fixtures and fittings
4. household appliances

Contents does not mean :

1. Mobile Electronic Devices
2. Items which are held or used in connection with any profession, business or employment, or
3. Items which are insured under a separate policy.
4. Valuables;
5. Motor vehicles (other than lawnmower and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
6. Livestock, pets and animals;
7. Growing crops and plants;
8. Watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
9. Aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae;
10. Mobile/portable radio telecommunication equipment e.g. mobile /portable telephones and pagers;
11. Property in the course of removal or transit;
12. cash, cheques, postal orders, bankers drafts, travel tickets, saving certificates, gift tokens and the like;
13. loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list;
14. personal documents;
15. Contents on roof or in Open Air.

“Defined Eventuality” means fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, Storm, Flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

“Disappearance” means when Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date.

“Excess” means the first amount of the loss which You must pay if You have a claim and the insurer will only be liable for the amount which is over and above that amount (up to the Sum Insured specified in the 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 Excess table, 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 Members” means Your Partner, children, parents and relatives permanently residing with You.

“Geographical Limits” means:

1. Hong Kong and/or Macau
2. Worldwide in respect of temporary visits with each visit not exceeding 60 consecutive days. For this purpose, visit means a round trip commencing in Hong Kong.

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

“Household Improvement” means improvements and betterment of walls, ceilings, floors and doors of Your Premises which are carried out by You, but excluding windows of any kind.

“Landlord” means You when leasing the Premises to the Tenant and is expressly named as the landlord in the Tenancy Agreement.

“Mobile Electronic Devices” means any hand held electronic device including but not limited to mobile phones, tablets, laptops, personal organisers or gaming devices, including accessories or attachments that come as standard equipment with the device.

“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:

1. a veranda, porch, gazebo or carport; or
2. any open area within the land boundaries of the Premises.

“Partner” means spouse or life partner with whom You have been living permanently for at least three (3) months or more at the time of occurrence of an event leading to a claim.

“Period of Insurance” means a period of twelve (12) months from the date of inception unless otherwise indicated in the Schedule, during which period the coverage under this Policy is effective.

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

“Premium” means the amount You have to pay Us (exclusive of all levies and Government charges, as applicable) for Your insurance.

“Policyholder” means the person as named in the Schedule.

“Rent” means the monthly rental amount payable by the Tenant to the Landlord as specified in the Tenancy Agreement.

“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.

“Schedule” will contain important information relevant to Your insurance including the Period of Insurance, Your Premium, details of Your Property, the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

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

“Sum Insured” means the relevant Sum Insured as specified in the Schedule or Your Policy: The Sum Insured, or any other amount stated in Your Policy and any claim settlements.

“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.

“Tenancy Agreement” means the written, signed, stamped and legally enforceable contract between the You, acting as the Landlord, and the Tenant. Provided always that this contract relates to the Premises.

“Tenant(s)” means the person named as the Tenant as specified in the Tenancy Agreement.

“Valuables” means Contents which are articles of jewellery, watches, furs and platinum, gold or silver articles or other precious metal and any other item specifically detailed in the Schedule.

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

“You” and “Your” means the person stated as the Policyholder in the Policy Schedule who has applied for cover and pays the Premium for the cover provided by this Policy except where a different definition is provided in the Section.

Part 4 – The Agreement Between You and Us (Your Policy)

In return for Your payment of the Premium or Your agreement to pay it to Us within the time We require, We agree to indemnify You against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of Your Policy.

Section A – Home Contents and Loss Of Rent

Section A1 – Contents

A1.1 Benefit

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

A1.2 How We settle any valid claim

A1.2.1 We will, at Our option, where it is determined by Us that the claim is payable under this Section:

1. repair or replace the damaged Contents or pay You the reasonable cost of repair or replacement thereof (provided that Our liability under no circumstances will exceed the Contents Sum Insured); or
2. pay You up to the Contents Sum Insured.

A1.2.2 In addition to these please note the following claim settlement conditions:

1. **Incomplete Repair**
If an item is damaged and is able to be repaired yet the repair is not carried out, We will pay You the estimated cost of repair to cover the reduction in value of the item due to the loss or damage it sustained.
2. **Lost or Destroyed items**
If an item of Contents is
 - (a) Lost
 - (b) Destroyed
 - (c) Unable to be repaired
 - (d) Unable to be replacedWe will pay the value of the item at the time of the loss or damage.
3. **Pairs and Set**
In order to measure loss of or damage to items of Contents which are part of a pair or set we will use the rateable proportion of the total value of the pair or the set as the Sum Insured value.

In no event will the loss or damage be construed to mean Total Loss of the entire pair or the set.
4. **Several parts**
If an item of Contents which when in its complete form consists of several part sustains loss or damage We shall only be liable for the value of the part lost or damaged, including the cost of installation.

5. Reasonably Comparable Repair/Replacement

We will at Our discretion ensure that we repair or replace Your Content with items which are deemed to be reasonably comparable.

A1.3 Excess

You will need to pay for a portion of any claim. Please refer to the Excess table for specific amounts applicable by claim type.

A1.4 Exclusions Applicable to this Section A1

In addition to the General Exclusions applying to all sections of the policy, We will not pay for any loss or damage to Your Contents caused by:

loss or damage caused by or resulting from or in connection with:

1. wear and tear;
2. mildew, rot, corrosion, rust, gradual deterioration;
3. insects, vermin;
4. cleaning, repairing, restoring;
5. scratching or denting;
6. domestic animals which the Tenant owns or are in his custody or control;
7. mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
8. inherent fault or defective workmanship, defective material or design;
9. mysterious disappearance or unexplained loss;
10. deliberate, malicious or wilful acts committed by You, Your Family Members or the Tenant whether in connection with the execution of the obligations of the Tenancy Agreement or otherwise;
11. loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
12. infidelity or dishonesty on the part of You, Your Family Members or any employees of You or Your Family Members;
13. landslip, subsidence or erosion;
14. settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
15. pressure waves caused by aircraft or other aerial devices;
16. seepage of water unless caused by typhoon, windstorm or rainstorm;
17. Coastal erosion;
18. Heave;
19. Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works.

Nor do we cover:

20. Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
21. The cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Contents, unless otherwise specifically insured.
22. Loss or damage from landslip or subsidence which is directly occasioned by or through defective design or workmanship or the use of defective materials.
23. Consequential loss or damage of any kind or description.
24. The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, relating to landslips and subsidence as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

A1.5 Conditions of Cover of Section A1

A1.5.1 Inventory

You shall maintain an updated inventory list of the Contents kept within the Premises.

A1.5.2 Landslip and Subsidence

1. You shall maintain your Premises in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
2. In accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical

- Engineering Office, Civil Engineering Department, Hong Kong, You must maintain any man-made retaining walls or slopes which you are responsible for
3. You must immediately notify Chubb:
- (a) if any excavations commence beneath, around or in the vicinity of your Premises. In such event, We reserve the right to vary the cover provided under this policy or cancel the policy entirely.
 - (b) if any similar landslide or subsidence events are affecting the property or nearby properties.

A1.6 Additional Benefits – Section A1 Contents

A1.6.1 Replacement of Door Locks, Windows and Keys

We will pay for the replacement and installation of external locks, keys and windows lost or damaged as a result of burglary, attempted theft or unauthorized entry to the Premises. The maximum amount We will pay for any one loss is the Sum Insured defined for this benefit in the Schedule.

A1.6.2 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 Your household Contents. The maximum amount We will pay for any one loss is as per the Sum Insured for Contents defined in the Schedule.

A1.6.3 Temporary Removal

We will pay You for the Accidental damage to Your Contents for up twenty-one (21) days whilst temporarily removed from Your Premises to any other Premises due to cleaning, renovation, repair, modification, or dyeing. The maximum amount We will pay is the Sum Insured specified in Your Policy Schedule.

A1.6.4 Alterations and Repairs

We will pay for loss of or damage to Contents caused by contractors whilst carrying out interior alterations or Repairs subject to the:

1. period of each such work not exceeding two (2) months;
2. contract value of each such work not exceeding HK\$100,000; and
3. the work carried out does not alter or cause alteration to or removal of structural support of the Premises

unless approval is granted by the relevant authority and specially agreed by Us.

A1.6.5 Replacement of Glass

We will pay for the replacement of glass broken as a loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, riot. The maximum amount We will pay for any one loss is the Sum Insured defined in the Schedule.

We will pay You for the Accidental breakage of glass that forms part of:

- windows or skylights
- doors
- other glass that forms part of your Building.

We will not cover:

- crockery
- a vase or ornament
- glassware
- part of a glass house or conservatory
- part of a clock, picture, television set, radio or computer monitor
- items worn or carried by hand - For example, spectacles, watches and items carried by hand such as cameras and binoculars

Section A2 – Loss of Rent

A2.1 Benefit

A2.1.1. Uninhabitable Premises

LandlordShield Insurance Policy Wording. Published 09/2021.

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We will cover You for the loss of Rent You sustain as the Landlord of the Premises when Accidental loss of or damage covered under Section A1 above renders the Premises uninhabitable.

A2.1.2. Inaccessible Premises

We will cover You for the loss of Rent you sustain as the Landlord of the Premises if access to the Premises is not permitted as a result of damage to other properties in the vicinity of the Premises, regardless of whether the Premises is damaged;

A2.1.3. Death of Tenant

We will cover You for the loss of Rent you sustain as the Landlord of the Premises if the Tenant dies whilst living in the Premises, as a result of a murder or suicide. Provided always that the police have confirmed the incident as an act of murder or suicide.

A2.1.4. Rental Default

We will cover You for the loss of no more than one (1) month's Rent you experience as the Landlord of the Premises if Your Tenant fails to pay the Rent in accordance with the terms and conditions of the Tenancy Agreement. Provided always that You will only be covered in instances where You have failed to receive the outstanding Rent within one (1) month of a court judgment against the Tenant, in respect of the outstanding Rent, being handed down.

The maximum amount We will pay during the Period of Insurance is limited to the Sum Insured applicable to the plan you have purchased, as shown in the Schedule.

A2.2 Exclusions Applicable to this Section A2

In addition to the General Exclusions applying to all sections of the policy, We will not pay for the following:

1. Losses arising directly or indirectly from the order of any government or authority in Hong Kong;
2. Losses arising or caused directly or indirectly by reckless, wilful, malicious, criminal or unlawful act of You, Your Family Members, or the Tenant whether in connection with the execution of the obligations of the Tenancy Agreement or otherwise;
3. Loss of interest payable by the Tenant as a result of late payment of Rent;
4. Loss incurred as a result of the Tenancy Agreement being cancelled or terminated by either You or the Tenant;
5. In respect of A2.1 3. Death of Tenant as stated above, losses are incurred when
 - (a) the Tenant is murdered or commits suicide whilst engaging in the servicing or in the duty of any armed force or the like, including but not limited to the Police;
 - (b) only one of the Tenants named on the Tenancy Agreement is murdered or commits suicide, unless all Tenants die due to the causes as specified;

A2.3 Condition of Cover of Section A2

1. All claims payments for loss of Rent will be reduced by deducting the security deposit paid to you. The security deposit in this instance will be as stated in the Tenancy Agreement.
2. Our liability is conditional on the following:
 - (a) You observing and complying with all terms and conditions as stated in the Tenancy Agreement; and
 - (b) You maintaining a full rental record. This should include copies of rental receipts issued to the Tenant; and
 - (c) You serving notices and taking all actions as necessary to demand payment of Rent which is owed in arrears by from the Tenant, such pursuit of these recoveries must be done in a timely manner.

Section B – Property Owner's Liability

B.1 Benefit

We will indemnify You for Your legal liability to pay compensation in connection with Your ownership of the Premises in respect of:

1. Accidental Death, bodily Injury and illness of any person
2. Accidental loss of or damage to property

Provided always that these events must occur during the Period of Insurance and within Hong Kong.

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

Our liability under this Section for all sums (including Your legal costs and related expense) will not be more than the Limit of Liability as stated in the Schedule.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You up to the the Sum Insured stated in the schedule. Thereafter We shall be under no further liability under this section, except for the costs and expenses of litigation which can be recovered or were incurred prior to the date of the claim payment noted above, provided always that these relate to the claim for which the payment was made.

B.2 Exclusions Applicable to Section B

In addition to the General Exclusions applying to all sections of the policy, We will not cover any liability in respect of:

1. Any fines, penalties, punitive or exemplary damages;
2. Loss of or damage to property belonging to, in the custody or control of You or Your Family Members or any person in the service of You;
3. any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
4. the ownership, possession, driving or use of mechanically-propelled vehicles, aircrafts or watercrafts;
5. the ownership, use or possession of any animals other than domestic dogs or cats;
6. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
7. bodily injury to You or Your Family Members or any person in the service of You;
8. personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
9. alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at the Premises, unless:
 - (a) they do not exceed two (2) months; and
 - (b) the contract value of each does not exceed HK\$100,000; and
 - (c) the total value of any exterior work does not exceed twenty percent (20%) of the total contract value;
10. loss of or damage to property being that part of the Premises or Building on which You or any employee or agent of You is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of the Premises or Building;
11. a breach of any duty imposed by law in relation to
 - (a) any building within the meaning of the Buildings Ordinance (Cap. 123) erected in contravention of that Ordinance; or
 - (b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123);
12. the ownership, occupation or use of any land or building other than the Premises specified in the Schedule;
13. any claim and loss based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
14. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
15. We will not pay the first HK\$3,000 or the first ten percent (10%) of the adjusted loss whichever is the greater in respect of each and every loss of or damage to third party properties caused by water.

Section C – Building (Optional)

C.1 Benefit

We will cover You for Accidental loss or damage to Your Building that occurs during the Period of Insurance.

The maximum amount We will pay during the Period of Insurance is limited to the Sum Insured applicable to the plan you have purchased, as shown in the Schedule.

C.2 Exclusions Applicable to this Section C

We do not cover:

Loss of or damage to Your Building caused by, arising from or in connection with:

1. wear and tear;
2. mildew or mould;
3. any gradual deterioration or depreciation, rust or corrosion.
4. vermin, insects or wildlife;
5. domestic animals which the Tenant owns or are in his care, custody, or control;
6. inherent fault or defective workmanship, defective material or design;
7. theft by any Tenant (or resident of a holiday home or unit) or any person ordinarily residing with the Tenant except to the extent covered by the Section A1 Home Contents of this Policy;
8. loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
9. mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
10. alterations or repairs involving the removal of structural support;
11. mysterious disappearance or unexplained loss;
12. deliberate, malicious or wilful acts committed by You, Your Family Members or the Tenant whether in connection with the execution of the obligations of the Tenancy Agreement or otherwise;
13. landslip, subsidence or erosion;
14. any war (whether it has been declared or not), civil war or rebellion;
15. the lawful seizure, confiscation, nationalisation or requisition of Your Building and/or Contents;
16. settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
17. settlement, shrinkage, vibration or expansion in buildings, foundations, slabs, walls, pavements or driveways;
18. pressure waves caused by aircraft or other aerial devices;
19. coastal erosion;
20. heave;
21. bedding down of structures or the settlement of made up ground within 5 years of the completion of such works.

Nor do we cover:

22. Loss, destruction or damage caused by pollution or contamination, except destruction or damage to the Premises caused by pollution or contamination resulting from a peril hereby insured against.
23. Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
24. The cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair Your Building.
25. Loss or damage from landslip or subsidence which is directly occasioned by or through defective design or workmanship or the use of defective materials.
26. Consequential loss or damage of any kind or description.
27. The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, relating to landslips and subsidence as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

C3. Condition of Cover of Section C

1. Landslip and Subsidence
 - (a) You shall maintain your Building in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
 - (b) In accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong. You must maintain any man-made retaining walls or slopes which you are responsible for.

- (c) You must immediately notify Us:
 - (i) if any excavations commence beneath, around or in the vicinity of Your Premises. In such event We reserve the right to vary the cover provided under this policy or cancel the policy entirely.
 - (ii) if any similar landslide or subsidence events are affecting the property or nearby properties.

2. **Average Clause**

If the property insured at the commencement of any loss or damage be 20% greater value than the total value insured as noted in Your Schedule, then the You shall be considered Your own insurer for the difference and shall bear a rateable portion of the loss.

C4. **How We settle any valid claim**

Where it is determined that a claim is payable under this section We will, at our option pay the costs incurred to:

- 1. rebuild; or
- 2. repair

Your Building to a condition and extent which is deemed to be the same as when the Building was new. Provided always that:

- 1. If You do not rebuild or repair your Building, We will only pay You the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris ; and
- 2. If the Building is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge Us completely.

We will also cover the following costs you incur:

1. Government Charges

We will pay any additional amount of costs for making the changes to comply with the Government or local by-laws requirements;

2. Professional Fees

We will pay architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us;

3. Demolition and Removal

We will pay the costs to demolish and remove the debris.

Conditions

The following conditions are applicable to claim settlement:

1. Building Materials

We will use building materials and construction methods which are commonly used at the time.

2. Prompt Repair

You must ensure that any repairs or works which We have approved are carried out promptly.

3. Cash Payment

We have the option of making a cash payment to You or paying the cost of the actual repairs or rebuilding.

We will not pay for:

- 1. fees exceeding those authorised under the scale of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage;
- 2. costs incurred in complying with Regulations under which notice has been served upon You prior to the loss or damage, or in respect of undamaged portions of your Building.
- 3. For each and every claim You will be liable for the excess applicable for this section as stated in the policy Schedule.

Part 5 - General Exclusions

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

1. Loss or damage to Your Premises 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.
 - (p) any direct, indirect or contributory loss or expenses which, if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.
2. Consequential loss of any kind.
3. 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.
4. Loss or damage or liability caused by or arising from nuclear or radioactive contamination.
5. Loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
6. Losses, damage or liability caused by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon
7. 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.
8. 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.
9. 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.
10. 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 the Company is not relieved of any liability to You in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
11. Losses, damage or liability caused by or arising from the destruction of property by order of any public authority
12. 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.

13. Loss or damage to Your Premises when Your Building is undergoing any process of construction, demolition, alteration or repair.
14. Loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
15. 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.
16. Loss or damage to property when sent by courier or by post.
17. 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;
 - (b) earthquake;
 - (c) explosion; and
 - (d) water escaping from fixed pipes or apparatus.
18. Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.
19. 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.
20. Any loss or damage that cannot be attributed to an act of loss or damage covered by this Policy.

Please note this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Eventuality, but only to the extent that such claim would otherwise be insured under this Policy.

Part 6 – General Conditions

6.1 Alternation to Risk

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

1. alteration of the Premises;
2. the Premises being left unoccupied for a period of more than thirty (30) consecutive days;
3. Your interest in any Premises ceasing;
4. 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 Policy; or
5. You being placed into bankruptcy, receivership, administration or liquidation.

If Chubb accepts the altered risk, You must pay Chubb any additional Premium it requires.

6.2 Applicable Law

This Policy shall be governed by and interpreted in accordance with laws of the Hong Kong SAR.

6.3 Arbitration

If any dispute or difference arises between Chubb and You or any of the parties hereto concerning any matter arising out of this Policy, 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, Chapter 609 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.

6.4 Assignment

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

6.5 Cancellation

1. You may cancel this Policy at any time by contacting Us. We will refund based on short-term rate table as shown below and subject to the minimum Premium requirement specified in the Schedule, save that if a claim is made and indemnity is paid by Us, no pro-rated refund will be available.

Short-term rate table:

Period of Insurance already covered	Refund Premium
up to 1 month	80% of premium paid by You
up to 2 months	70% of premium paid by You
up to 3 months	60% of premium paid by You
up to 4 months	50% of premium paid by You
up to 5 months	40% of premium paid by You
up to 6 months	30% of premium paid by You
up to 7 months	20% of premium paid by You
up to 8 months	10% of premium paid by You
Over 8 months	No Refund

2. We may cancel the Policy 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:
 - (a) made a misrepresentation to Us before the Policy was entered into;
 - (b) failed to comply with Your Duty of Disclosure;
 - (c) failed to comply with a provision of Your Policy including failure to pay the Premium;
 - (d) made a fraudulent claim under Your Policy or any other Policy during the time Your Policy has been in effect;
 - (e) failed to notify Us of a specific act or omission as required by Your Policy; or
 - (f) failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance.

In the event of such cancellation, We will return promptly the pro-rata unearned portion of any Premium actually paid by You. Such cancellation shall be without prejudice to any claim originating prior thereto save that if a claim is paid, no pro-rated refund will be available.

6.6 Change in Risk

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

1. alteration of the Premises;
2. the Premises being left unoccupied for a period of more than thirty (30) consecutive days;
3. Your interest in any Premises ceasing;
4. 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 Policy; or
5. You being placed into bankruptcy, receivership, administration or liquidation.

If Chubb accepts the altered risk, You must pay Chubb any additional Premium it requires.

6.7 Changes in Policy

No change in this Policy will be valid unless agreed to in writing by Chubb. The requirements of any Section of the Policy may not be deemed to be waived unless Chubb agrees to waive them in writing.

6.8 Clerical Error

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

6.9 Compliance with Policy Provisions

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

6.10 Conditions Precedent To Chubb's Liability

The liability of Chubb for any benefit under this Policy is strictly conditional (as a condition precedent) upon:

1. the truth of the statements and information as provided to Chubb by You; and
2. the due observance and fulfillment of all terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You.

6.11 Currency

Premiums and benefits payable under this Policy shall be in Hong Kong dollars.

6.12 Duty of Disclosure

Before You enter into Your Policy 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 and the Premium We calculate. 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 Policy.

6.13 Excess

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

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

6.14 Fraud

If any claim under this Policy 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 Policy, We shall have no liability in respect of such claim and We shall be entitled to terminate this Policy with immediate effect.

6.15 Gender

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

6.16 Geographical Limits

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

6.17 Inspection and Salvage

If You make a claim, Chubb may inspect the property or item. While Chubb has no obligation to take possession of any damaged property or item, Chubb reserves the right to do so.

Chubb is 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. Chubb may sell the property or items and keep the proceeds.

6.18 Interest

No amounts payable by Us under this Policy shall carry interest.

6.19 Interpretation

This Policy and the 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 Policy or the Schedule shall bear such specific meaning wherever it may appear.

6.20 Misrepresentation

This Policy 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:

1. risk experience and claim history; or
2. insurance record, including previous refusals to grant insurance coverage.

6.21 Notice Of Trust Or Assignment And Third Party Rights

Chubb 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 Policy.

A person who is not a party to this Policy contract shall have no right to enforce any of its terms, other than any rights conferred by law.

6.22 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 Policy, unless that other insurance was specifically written as an excess over the indemnity provided in Your Policy.

Should You make a claim under Your Policy, You must advise Chubb of any other insurance which may cover the loss or damage or Accident.

6.23 Payment of Benefits

You may not be covered under more than one MyHomeShield policy. If You are covered under more than one such Policy, We will consider that person to be covered under the Policy which provides the highest benefits. Where the benefits under any additional Policy are identical, We will consider that person to be insured under the Policy first issued. All policies not recognised by Us shall be cancelled. We will refund, without interest, any duplicated Premium.

6.24 Payment of Claims

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

Upon Your Death, all benefits which are payable to You under this Policy shall be made to Your estate.

6.25 Payment before Cover Warranty

1. The total Premium due must be paid to and actually received in full by Us on or before the Commencement Date or renewal date under the Policy.
2. If the total Premium is not paid on or before the Commencement Date or renewal date, the Policy shall be deemed to be cancelled immediately, and no benefits shall be payable by Us. Any payment received thereafter shall have no effect whatsoever on the deemed cancellation.
3. This 'Payment before Cover Warranty' Clause shall prevail over any inconsistent terms (if any) in the Policy.

6.26 Policy Reinstatement after Partial Loss

When We pay a claim under Your Policy 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.

6.27 Reasonable Care

You must:

1. take all reasonable measures to maintain all property insured under this Policy in sound condition and good repair;

2. take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy; and
3. comply with all obligations and regulations imposed by law and by any authority.

6.28 Reckless or Wilful Act

You or Your Family Members must not cause or facilitate loss to the insured property or liability by any reckless or wilful act and You must tell us and have our acknowledgement in writing if Your Premises is to be unoccupied for more than 30 consecutive days. If these obligations are not fulfilled, We may decline any claim You make.

6.29 Renewal of Your Policy

Subject to Our right to make any amendments to the premium rate, coverage, terms and conditions of this Policy as We deem appropriate on renewal, this Policy shall be renewed automatically on each renewal date for one (1) year. If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with 6.5 “Cancellation” Clause.

If no such notice has been given by either party, Your payment of the premium on each renewal date will result in a policy with the same terms and conditions automatically coming into existence for one (1) year from that renewal date.

In the event, We exercise Our right to decline renewal or to make any amendments to the premium rate, coverage, terms and conditions of this Policy, We shall inform You of this thirty (30) days prior to the renewal date.

6.30 Right of Recovery

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

6.31 Sanctions Clause

Your Policy will not apply to any Even arising directly or indirectly out of any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

Specially Designated List means names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

6.32 Subrogation

If Chubb makes a payment under this Policy, Chubb is subrogated to all Your rights of contribution, indemnity or recovery. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Chubb’s prior written consent. You must do all things and execute all documents to enable Chubb 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, Chubb will not cover You, to the extent permitted by law, for such loss or damage.

6.33 Tenancy Agreements

You shall also observe and comply with the terms and conditions as set out in the Tenancy Agreement and such other ordinances, regulations and rules of Hong Kong related to You as the Landlord of the Premises.

6.34 Total Loss

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

6.35 Unoccupied Property

The covers provided by this Policy shall cease if Your Property is left unoccupied for a period exceeding thirty (30) consecutive days, unless You have informed Chubb of this fact and obtained Chubb's written agreement for this Policy to continue beyond that period.

6.36 Wavier of Claims

The Insured shall not become a party to any agreement the effect of which is that the Insured waives, limits or qualifies any claim in any way which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy.

Part 7 – Claims

Claims Conditions Applicable To All Sections

What You must do:

On the happening of any loss or damage or injury 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 3 (Personal Liability Cover). You must, at Your own expense:

1. take all reasonable precautions to prevent further loss or damage or injury;
2. Immediately inform Chubb at the address and claims centre telephone listed at the beginning of this Policy;
3. immediately inform the police if any property insured under this Policy is lost, stolen or of the occurrence of malicious damage or vandalism;
4. take all reasonable precautions to recover lost or stolen property and minimise the claim;
5. not dispose of any damaged property without Chubb's consent;
6. not arrange for the repair or replacement of any property insured under this Policy, in connection with any claim, without Chubb's consent;
7. complete and lodge a claim form within fourteen (14) days with all necessary supporting documentation that Chubb may reasonably require for the investigation and verification of the claim including but not limited to:
 - (a) full written details of the loss or damage or injury;
 - (b) any relevant receipts, certificates and other proofs of ownership;
 - (c) all valuations relating to lost or damaged property;
 - (d) all court issued documents including any statement of claim, summons, initiating process, cross claim, or third party notice;
 - (e) all property inspection reports and inventories if the claim involves malicious damage, vandalism or theft;
 - (f) reports that have been obtained from the police, a carrier or other authorities about an Accident, loss or damage; and
 - (g) all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.
8. 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);
9. not admit liability for, or offer to agree to settle or pay any amount to settle, any claim brought against You without Chubb's prior written consent; and
10. assist Us in the defence of any claim brought against You.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made for Your Accidental Injury. We may also arrange an autopsy if We reasonably require one.

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 sixty (60) days from the happening of any loss, damage or injury, or when You first become aware of a potential claim against You which may fall under Section B - Property Owner's Liability of this Policy and no later than thirty (30) days after the end of the Policy Period.



The Claimant should submit a claim within thirty (30) days of the event taking place to Chubb Claim Centre (www.chubbclaims-dbs.com.hk). You can simply scan the below QR code to access the Chubb Claim Centre on your smartphone or tablet.

Part 8 - Personal Information Collection Statement

The Company ("We/Us") want to ensure that Our **Insured Persons** ("You") 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, policy 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
39th Floor, 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

Part 9 - Home Assistance Services Terms and Conditions

The Service Provider shall provide the following services to the Member:

1. Locksmith Referral

In the event the Member is locked out of his/her Premises, the Service Provider will provide referral information regarding locksmiths and if possible, their costs. The Service Provider will also assist the Member by arranging for a housecall.

2. Plumber Referral

In the event that the Member's Premises plumbing is clogged or a leak has sprung, the Service Provider will provide the Member with referral information to plumbers and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

3. Electrician Referral

In the event the Member needs electricians to provide services like installation and maintenance of electrical fittings, repair of the electrical system, the Service Provider will provide referral information regarding electricians and if possible, their costs. The Service Provider will also assist the Member in arranging for a housecall.

1. Air-Conditioner Engineer Referral

In the event the air conditioner in the Member's Premises is not functioning, the Service Provider will provide referral information regarding an air conditioner engineer and their charges. The Service Provider will also assist the Member by arranging for a housecall.

2. Pests Control Referral

In the event the Member requires assistance for pests control for his/her Premises, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

3. Home Cleaning Referral

In the event the Member requires assistance for Premises cleaning services, the Service Provider will provide referral information and their charges. The Service Provider will also assist the Member in arranging for a housecall.

7. General Repair Assistance

Upon the request of a Member, the Service Provider will provide referral information for general repair assistance required for household problem like failure of electrical appliances and broken window.

8. Babysitting / Nursing Assistance

When requested by the Member, the Service Provider will assist the Member by arranging for a registered nurse to provide nursing service at the Member's Premises. A baby sitter or domestic helper can also be sent to the Member's Premises to take care of the Family Members during the Member's absence.

9. Temporary Domestic Helper Assistance

In the event the Member has a tentative need of domestic helper, the Service Provider will provide the Member with referral information regarding temporary local domestic helper.

10. Salvage Buyers Referral

Upon the request of the Member, the Service Provider will provide referral information regarding Salvage Buyers who can provide tenders for sale of Member's old or affected domestic items.

11. Storage Services Referral

In the event the Member's Premises is under repair due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of temporary storage for the Member's furniture and belongings.

12. Alternative Accommodation Referral

In the event the Member's Premises is inhabited due to accidental loss or damage insured under the Contents Section, the Service Provider will provide referral information of hotel services.

The above services are purely on referral or arrangement basis only. All the costs incurred in using the services will be at the Member's own expenses. The use of the above services arranged by the Service Provider is at the Member's own accord. The

Company shall not be responsible for any consequential damages arising out of Services referred by the Service Provider or be responsible or pay for any expenses incurred.

Territorial Limit

The above services are only available within Hong Kong.

Request for Assistance

The Member shall call the Service Provider's Alarm Centre whose contact number is 2863 5746 and quote his/her name, the policy number.

Disclaimer

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, nurses, locksmiths and technicians.

Part 10 – Dispute Resolution

If You are not happy with the way in which **Your Policy** was sold to **You** or any other aspect of **Your Policy**, please contact:

Chubb Insurance Hong Kong Limited

The Customer Service Manager
39/F, One Taikoo Place
Taikoo Place, 979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Inquiries.HK@chubb.com

We have developed an internal procedure for dispute resolution in accordance with “The Code of Conduct for Insurers”. If at any time **You** have an unresolved complaint about **Our** products or services, **You** can use **Our** internal dispute resolution process. **Your** query or complaint will then be reviewed and **We** will respond within fifteen (15) working days. If **You** are unhappy with the outcome of **Our** internal review of **Your** complaint, **You** may take **Your** complaint, at no cost to **You**, to the Insurance Authority or Insurance Complaints Bureau for assistance. Contact details are given below:

Insurance Authority

19/F, 41 Heung Yip Road, Wong Chuk Hang, Hong Kong
Fax: +852 3899 9993

Insurance Complaints Bureau

29th Floor, Sunshine Plaza,
353 Lockhart Road, Wanchai, Hong Kong.
F +852 2520 1967

重要: 請注意本保單以英文版本為正式版本。本保單同時設有中英文版本，惟僅供閣下作參考而已。因對本保單內任何地方的詮釋而引起任何爭議，均以英文版本為準。

第 1 項 – 給客戶的重要資料

1.1 關於「保單」

本文件(即「保單」)載有重要的資料，以協助「閣下」了解「LandlordShield 業主保障」。在「閣下」決定是否購買前，「閣下」需仔細閱讀本文件，以了解其特徵、保障及風險。

1.2 承保人

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

1.3 「閣下」需閱讀的內容

為決定本保險是否適合「閣下」，「閣下」必須閱讀此「保單」及「我們」向「閣下」提供任何可能變更標準保障的其他文件。

1.4 申請保障

「閣下」申請本保險時，「我們」將根據所「閣下」提供的資料來決定提供保障。「我們」根據本文件、投保書及任何其他文件(包括「我們」最近向「閣下」發出的「承保表」)的條款向「閣下」提供保障。

全部該等文件構成「閣下」向「我們」投保的「保單」。「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。

1.5 保額及自付金額

「閣下」需確保「閣下」滿意本保險所提供的保障程度，否則「閣下」可能未能得到「閣下」要求的保障。

「我們」僅按「保單」指定的最高賠償額及賠償限額及「保額」以及「保單」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」需在每次發生本保單的受保事件時支付「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，「我們」將透過「自付額」減低「我們」支付的金額，或「我們」會要求「閣下」支付「自付額」。

「自付額」的種類及金額載於「閣下」的「保單」內(一般載於本文件及「承保表」內)。

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

假如除非「我們」已明確承保第三方的權益，否則「我們」僅承保「閣下」對已投保財物的權益。

在下列情況下，「我們」可拒絕支付或削減「我們」就索償支付的金額：

1. 索償事件屬於不保事項；
2. 「閣下」沒有遵守「保單」的條款及條件；
3. 「閣下」沒有遵守「閣下」的「披露義務」或作出失實陳述；或
4. 「閣下」提出欺詐性索償。

「我們」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「保單」。

1.6 第三方報酬

在與「我們」取得這筆保險時，「閣下」知道「閣下」的保險可能是由第三方轉介給「我們」，而「我們」可能會就此在「閣下」給付的保費中支出某百分比是作為佣金付予第三方。佣金已包含在「閣下」給付的保費中，同時就不同的保險產品及轉介方案佣金亦會有所不同。

1.7 第三者權利

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第623章）強制執行「本保單」任何條款。

1.8 保險費用

在「閣下」支付「保費」後，本保險方會生效。為計算「閣下」的保費，「我們」會考慮多個因素，包括：

1. 要求承保保障的種類；
2. 「家居物品」的種類；
3. 承保總額；
4. 「閣下」放置「家居物品」的地點；
5. 「閣下」以往的保險歷史。

在「閣下」申請本保險時，「閣下」將獲通知應付的「保費」。應付的金額將清楚列於「閣下」的「承保表」內。

1.9 披露義務

在「閣下」與「我們」簽訂「保單」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「我們」向「閣下」提供保險及「我們」計算「保費」有關的所有事實，否則「我們」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「保單」的保障。

「保單」項下的承保範圍是以「閣下」於投保書內向「我們」提供的資料為基準。假如「閣下」向「我們」提供的任何資料是不正確的，請即時通知「我們」，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「我們」提供的資料與投保書內所載的資料有重大差異，「我們」可能會以不同的條款提供保障或拒絕提供保障。

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

1.10 取消

「閣下」可隨時聯絡「我們」取消本「保單」，惟「閣下」需未有在本「保單」的相關「保險期」內提出索償。「我們」會依據第6項，6.5註銷條款向「閣下」退款，惟退款受「承保表」內註明的最低保費要求所約束。

1.11 如何提出索償

第八部份告訴「閣下」就索償需要做的事宜。在「我們」向「閣下」償付任何索償前，「我們」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。

1.12 「我們」的聯絡資料

假如「閣下」或「閣下」的顧問需要與「我們」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「我們」聯絡。

第 2 項 – 保障計劃及自付額表

保障		計劃 I 港幣\$	計劃 II 港幣\$
A 部份 – 家居物品 及租金損失			
A1. 部份 – 家居物品			
家居物品	保額	300,000	600,000
每件/套/系列上限	保額	30,000	60,000
家居裝修	保額	50,000	50,000
A1 部分的其他保障			
A1.6.1 大門外鎖、窗戶及鑰匙重置	保額	5,000	5,000
A1.6.2 移走瓦礫	保額	10,000	10,000
A1.6.3 暫時搬遷	保額	50,000	50,000
A1.6.4 裝修或維修			
工程合約期上限	最長工程合約期	2 個月	2 個月
工程合約價值上限	保額	100,000	100,000
A1.6.5 玻璃重置	保額	2,000	2,000
A2. 部份 – 租金損失			
租金損失	保額	80,000 或 3 個月租金, 以較低者為準	100,000 或 3 個月租金, 以較低者為準
A2.1.1 出租物業不能居住		受保	受保
A2.1.2 出租物業不能出入		受保	受保
A2.1.3 租客死亡		受保	受保
A2.1.4 租金	保額	20,000	20,000
B 部份 – 物業業主法律責任保險			
物業業主的法律責任	保額	7,000,000	10,000,000
C 部份 – 物業建築全險 (自選)			
物業建築		保額	保額
24 小時家居支援服務			
24 小時家居支援服務		適用	適用

自付額表		計劃 I 港幣\$	計劃 II 港幣\$
A 部份 – 家居物品			
一般物品	每宗及 每次的自付額	500	500
水損事故		1,000 或核實後損失的 5% ，以較高為準	
山泥傾瀉及地陷		10,000 或核實後損失的 10% ，以較高為準	
B 部份 – 物業業主法律責任			
水損事故	每宗及 每次的自付額	3,000 或核實後損失的 10% ，以較高為準	
C 部份 – 物業建築全險 (自選)			
一般物品	每宗及 每次的自付額	250	250
山泥傾瀉及地陷		10,000 或核實後損失的 10% ，以較高為準	

DBS 安達保險熱線: +852 3191 6618

第3項 – 定義

在「保單」內某些詞彙具指定涵義（不論以單數或複數表示），「我們」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：

1. 「意外受傷」引致的死亡；及
2. 在引致損傷及包括「失蹤」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：

1. 是由猛烈及可見的方式引致的；及
2. 是在「保險期」內發生的；及
3. 是在「意外」發生後的一百八十(180)日內發生的；及
4. 純粹及獨立因下列原因導致的結果：
 - (a) 「意外」；及／或
 - (b) 因「意外」必須接受的醫療或手術治療而導致的疾病；及
5. 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。

「物業建築」包括但不只限於以下在「閣下」「出租物業」範圍內的：

1. 任何家用外屋及其屬於「業主」的設備和裝置，
2. 永久接連電力、煤氣/石油氣或暖水系統的固定電器，包括但不只限於冷氣、洗碗機、風扇、熱水爐、燈具、嵌入式暖氣及爐具。
3. 水、電力及通訊服務。
4. 後院、露臺、籬笆、圍欄、花園圍牆及閘門、車路和小徑。
5. 家居永久性結構改善包括泳池、水療浴池、桑拿、網球場、小徑、車路、閘門、圍欄、擋土牆、電視天線、室外百葉窗和遮陽篷。

「物業建築」並不包括：

1. 「租客」及其朋友、訪客或住客的財物
2. 地毯、窗簾、遮光簾或室內百葉窗簾
3. 樹木、灌木或其他植物、盆栽
4. 「物業建築」分契或業主立案法團的公用設施
5. 擋土牆、地基及水渠。

「生效日期」指「我們」同意根據「保單」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，惟「閣下」應已向「我們」支付「保費」。

「家居物品」指下列放置在「閣下」「出租物業」，由「閣下」擁有及提供「租戶」使用的物品：

1. 「家居裝修」
2. 傢具
3. 家居陳設
4. 家庭電器

但「本保單」並不承保以下物品：

1. 「流動電子設備」
2. 因任何事業、業務或職業而持有或使用的物品；

LandlordShield 業主保障保單條款。09/2021 編印。

© 2021 安達。保障由一間或多間附屬公司所承保。並非所有保障可於所有司法管轄區提供。Chubb®及其相關標誌，以及 Chubb. Insured.™ 乃安達的保護註冊商標。

3. 已另行投保的物品；
4. 「貴重物品」
5. 汽車(剪草機及由個人操控的家居園藝工具則除外)、電單車、拖車、托架或放置在其上之零件及配件；
6. 牲口、寵物及動物；
7. 培植中的農作物及植物；
8. 船(手動除外)、氣墊船、船隻、外置發動機或其零件及配件；
9. 飛機或任何飛行或航天裝置，以及此等裝置的配件及零件，包括衛星天線；
10. 流動／手提無線電訊器材，例如流動／手提電話及傳呼機；
11. 搬運或運送途中的物件；
12. 現金、支票、匯票、銀行本票、車船或飛機票、存款證、禮券等等。
13. 菲林底片、錄影帶、卡式盒帶、唱碟、影碟或磁碟如遺失或損毀只會按尚未使用的空件價值計算，除非購買時已預錄，則最高會賠償製造商最新的售價；
14. 補領個人文件的費用；
15. 位於屋頂或露天地方的家居財物。

「**釋定緊急事件**」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

「**失蹤**」指旅行當日使用的交通工具失蹤、沉沒或失事當日起的十二(12)個月內仍未找到遺體。

「**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「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「閣下」的「伴侶」、子女、父母或其他永久與「閣下」同住的親屬。

「**地理區域界限**」指

1. 香港及／或澳門
2. 如有關短暫逗留，則指世界各地，惟每次不得逗留超過連續六十(60)天。於本條而言，逗留指從香港出發的來回旅程。

「**香港**」指中華人民共和國香港特別行政區境內。

「**家居裝修**」指由「閣下」對「出租物業」的牆壁、天花、地板及門戶進行的裝修和改善工作，但不包括任何窗戶或玻璃。

「**業主**」指「閣下」於「租賃協議」上列明為「業主」並出租「受保住所」予「租客」。

「**流動電子設備**」指任何手提電子器材，包括不只限於手提電話、平板電腦、電子記事本或電子遊戲機，個人組織者或遊戲設備。包括作為標準設備的附件或附件裝置。

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

1. 走廊、陽臺、露臺、車棚；或
2. 「出租物業」的土地界限範圍內的開放範圍。

「**伴侶**」指在受保事件發生時已與「閣下」有事實伴侶關係及已同住一起三(3)個月或以上的同居伴侶。

「**保險期**」指「生效日期」起計的十二(12)個月內，在該期限內「保單」的保障範圍是生效的，除非「承保表」內另有指明。

「**出租物業**」指「閣下」用作私人住宅用途及位於「保單」內列示為受保「出租物業」的住宅地址，該「出租物業」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。

「**保費**」指「閣下」就「閣下」的保險向「我們」支付的金額（不包括政府徵費）。

「**保單持有人**」指在「承保表」內被註明為保單持有人的人士。

「**租金**」指根據「租賃協議」所列明及由「租戶」向「業主」繳付之每月租金。

「**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。

「承保表」將載有與「閣下」的保險相關的重要資料，包括「保險期」、「閣下」的「保費」、「閣下」的財物詳情、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。

「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。

「保額」指「承保表」或「閣下」的「保單」列明的各項保障投保額。「閣下」「保單」列明的保額或任何金額及任何理賠額。

「損失總額」指「出租物業」內「家居物品」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「我們」決定向「閣下」支付總「保額」。

「租賃協議」指「閣下」作為「業主」與「租客」就「出租物業」而協議簽訂的一份具有效力並已簽名加蓋印花的「租賃協議」。

「租客」於「租賃協議」上訂明為「租客」。

「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」，及「承保表」內指定的任何其他物品。

「我們」及「安達」指承保人安達保險(香港)有限公司。

「閣下」指在「保單」「承保表」內列為「保單持有人」的人士，該名人士已申請保障，並就「保單」所提供的保障支付「保費」，本「保單」各部份提供不同的定義者除外。

第4項 — 「閣下」與「我們」訂立的協議（「閣下」的「保單」）

在「閣下」支付「保費」後或「閣下」同意於「我們」要求的時間內支付「保費」後，「我們」同意根據「閣下」「保單」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、損毀或責任作出賠償。

A 部份 — 家居物品 及租金損失

A1. 部份 — 家居物品

A1.1 保障

「我們」將就「閣下」「出租物業」的「家居物品」在「保險期」內因發生意外而造成的實質損失或損毀提供「承保表」內指定的最高「保額」保障，但「保單」內註明的不保事項除外。

A1.2 「我們」如何處理有效索償

A1.2.1 如「我們」決定應支付本部份項下的索償，「我們」將選擇：

1. 修理或替換受損毀的「家居物品」，或向「閣下」支付合理的修理或重置費用（惟在任何情況下，「我們」的責任均不得超過「家居物品」的「保額」）；或
2. 向「閣下」支付「家居物品」的最高「保額」。

A1.2.2 除了這些，請注意以下賠償條件：

1. 沒有行進維修
如受損物品可以維修，但維修沒有進行，「我們」將賠償受損物品之損毀價值，最高賠償額以受損物品估計的維修費為限。
2. 損失或損毀
如物品完全遭
 - (a) 損失
 - (b) 損毀
 - (c) 不能維修
 - (d) 沒有被重置，

「我們」將賠償受損物於損失或損毀時之價值。

3. 損失或損毀
如任何屬於一對或一套的「家居物品」遭受損失或損毀，此等物件的損失或損毀程度將按整套物品價值的比例計算。

於任何情況下，此等損失或損毀不應被視為整套物品完全損失或損毀。
4. 多件物品組成
如由多件物品組成方可使用的「家居物品」，其任何部份蒙受損失或損毀，「我們」只會賠償損失或損毀部份的價值，並包括安裝費用。
5. 合理地維修或重置
我們會盡可能並合理地維修或重置受損毀的「家居物品」，在可行情況下使其接近原狀。

A1.3 自付額

「閣下」承擔付一部分的賠償。請參考自付額表內指定的各項「自付額」。

A1.4 A1 份的不保事項

除本「保單」所載適用於本「保單」所有部份的「一般不保事項」外，「我們」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：

由以下直接導致或有關的損失或損毀：

1. 損耗
2. 霉菌、腐蝕、生銹、逐漸腐壞
3. 蟲蛀
4. 清潔、修理及修補
5. 刮花或撞凹
6. 由「租客」擁有、保管或控制的家畜導致的損失
7. 電器及電腦失靈或故障
8. 固有缺點或不良工藝、物料或設計缺點
9. 離奇失蹤或無法解釋的損失
10. 「閣下」、「閣下」的家庭成員或「租客」故意或蓄意造成的損失或損毀，不論該等損失或損毀是否因任何人執行「租賃協議」責任而導致
11. 人工電流導致的電器及電線損失或損毀
12. 「閣下」、「閣下」的家庭成員、「閣下」的僱員或「閣下」家庭成員的僱員「不誠實或不忠實而導致的損失
13. 山泥傾瀉、地陷或天然腐蝕
14. 因泥土移動或地下水壓力而引致地面下沉或出現裂縫、地基收縮或膨脹
15. 飛機或其他飛行裝置產生的壓力波
16. 滲漏，除非是由颱風，風暴或暴雨引起的水滲漏
17. 海岸風化侵蝕
18. 巨浪
19. 任何結構物落成後五(5)年內下陷或已完工土地在竣工後五(5)年內下沉。

我們亦不賠償：

20. 行人徑、行車道、圍欄、閘、邊界及護土牆因地陷及／或山泥傾瀉遭受損失或損毀
21. 除非另行投保，否則清理地陷及／或山泥傾瀉泥頭的費用或地陷及／或山泥傾瀉後的修葺費用（如因修理家財物品所需則例外）
22. 設計或工藝不良或使用不良物料而引起或導致的損失或損毀
23. 任何性質的後果損失或損毀
24. 根據比例分攤條件釐定，而於「本保單」生效期間任何連續七十二(72)小時的時期內發生的每宗損失中，首港幣10,000元或百分之(10%)為「自付額」（二者中以較高者為準）

A1.5 A1 份的保障條件

庫存

「閣下」須保持「出租物業」內的「家居物品」庫存清單經常更新。

山泥傾瀉及地陷

1. 「閣下」必須維持「出租物業」的保養及功用良好，並且以負責的態度採取所有措施，以防止其「出租物業」因受保危險而遭損壞。
2. 「閣下」必須依照香港政府發出的法律、規例、規則及指引(包括香港土木工程署不時發出及修訂之「岩土指南第五冊 - 斜坡 維修指南」之規定)維修「閣下」應負責維修的人造斜坡及護土牆。
3. 如有以下事況，必須立刻通知「我們」：
 - (a) 如「閣下」的「出租物業」之下、周圍或附近進行任何挖掘工程。於該情況下，「我們」有權更改或取消「本保單」之保障。
 - (b) 任何受保危險的存在，並正影響「閣下」「出租物業」所在地任何部份或其附近範圍。

A1.6 A1 部分的其他保障

A1.6.1 大門外鎖、窗戶及鑰匙重置

如「閣下」的室外門鎖、鑰匙及窗戶因爆竊鎖、企圖盜竊或未經許可進入「出租物業」受到破壞，「我們」將會賠償「閣下」重置室外門鎖鑰匙及窗戶的費用。本項任何索償的最高總賠償額為「承保表」內註明「保額」。

A1.6.2 移走瓦礫

經「我們」同意後，「我們」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。本項任何索償的最高總賠償額為「承保表」內註明「保額」。

A1.6.3 暫時搬遷

如「閣下」需暫時從現「出租物業」將「家居物品」遷往其他地點，以進行清潔、裝修、維修、改動或染色工程時遭受損失或損毀，「我們」將保障「閣下」「家居物品」在 21 天暫存期間內的「意外」損失，高達「承保表」內註明「保額」。本項任何索償的最高總賠償額為「承保表」內註明「保額」。

A1.6.4 裝修或維修

「我們」會就承包商在進行裝修或維修期間對「家居物品」所造成的損失或損毀作出賠償。惟須符合以下條件：

1. 該工程的工程期均不得超過兩(2)個月，
2. 其合約價值亦不得超過港幣 100,000 元，
3. 上述工程不得涉及「閣下」的「出租物業」任何支撐結構的改動或移除

否則必須事先通知「我們」，並須獲書面批准。

A1.6.5 更換玻璃

如「閣下」的玻璃因火災、爆炸、閃電、地震、颱風、風暴、水災、暴亂受到破壞，「我們」將會賠償「閣下」重置玻璃的費用。本項任何索償的最高總賠償額為「承保表」內註明「保額」。

「我們」將就以下的玻璃部分因發生意外而造成損毀提供保障

- 窗戶及天窗
- 門
- 其他屬於建築物固有部分的玻璃

我們不賠償

- 陶器
- 花瓶及裝飾品
- 玻璃器皿
- 玻璃屋或溫室的玻璃部分
- 時鐘的玻璃部分、畫、電視部件、收音機或電腦屏幕
- 經由手部穿戴 – 例如眼鏡、手錶及以手攜帶的物品例如相機及望遠鏡

A2. 部份 — 租金損失

A2.1 保障

A2.1.1 出租物業不能居住

「我們」將會就「閣下」作為「出租物業」的「業主」因本保單A1部份所承保的意外損失或損毀並導致「出租物業」不能居住所導致的「租金」損失作出賠償。

A2.1.2 出租物業不能出入

「我們」將會就「閣下」作為「出租物業」的「業主」因「出租物業」鄰近之物業蒙受損毀以致「閣下」的「出租物業」出入受限制(不論「閣下」的「受保住所」本身是否蒙受損毀)而導致的「租金」損失作出賠償。

A2.1.3 租客死亡

「我們」將會就「閣下」作為「出租物業」的「業主」因「租客」居住在「出租物業」期間死於謀殺或自殺（須經警方確認）而導致的「租金」損失作出賠償。

A2.1.4 租金

「我們」將會就「閣下」作為「出租物業」的「業主」因「租客」沒有遵照「租賃協議」所訂明的條款及細則，履行繳付「租金」的責任，而「閣下」經已採取有關的法律行動；並獲法院就「租客」沒有繳付「租金」而頒令裁決；而且於法院頒令裁決後一 (1) 個月內仍未能取回逾期繳付的「租金」而導致的「租金」損失作出最多一 (1) 個月的「租金」賠償。

「我們」在「保險期」作出的最高賠償上限為「閣下」「承保表」內註明「保額」。

A2.2 A2 部份的不保事項

除本「保單」所載適用於本「保單」所有部份的「一般不保事項」外，「我們」亦不會賠償下列情況：

1. 因「香港」政府或有關當局所發出的指令而直接或間接引致的損失
2. 因「閣下」、「閣下」的家庭成員或「租客」故意或蓄意造成的損失或損毀，不論該等損失或損毀是否因任何人執行「租賃協議」責任而導致
3. 因「租客」逾期繳付「租金」而衍生之利息
4. 因「閣下」或「租客」任何一方取消或中止「租賃協議」，導致該「租賃協議」無效；
5. 就本部份 A2.1.3. 租客死亡, 如
 - (a) 「租客」於從事警務或任何軍事職務其間被殺或自殺；
 - (b) 有多名「租客」列名於「租賃協議」則本承保事項不會生效，除非所有「租客」死於指定死因；

A2.3 A2 份的保障條件

1. 所有賠償予「閣下」之「租金」損失須扣除在「租賃協議」訂明由「租客」繳付予「閣下」之按金。
2. 「閣下」須履行以下責任，此乃「我們」對「閣下」承擔賠償責任的先決條件：
 - (a) 「閣下」須留意及遵從所有「租賃協議」之條款及細則；及
 - (b) 「閣下」須保留一份完整的租務記錄包括簽發給「租客」的「租金」收據之副本；及
 - (c) 「閣下」須及時發出通知和採取所有必需的行動討回「租客」所拖欠的「租金」。

B 部份 — 物業業主法律責任保險

B1 保障

「我們」將會就「閣下」作為「業主」出租「受保住所」予「租客」所招致的法律責任作出賠償：

於「保險期」內在「香港」內引致他人：

1. 意外死亡或身體受傷，包括患病；
2. 財物意外損失或損毀。

此外，「我們」亦會支付任何索償人向「閣下」追討的法律費用及開支，以及經「我們」書面同意的所有費用及開支。

「我們」在「保險期」作出的賠償（包括法律費用及有關開支）上限為「閣下」「承保表」內註明「保額」。

「我們」可就「閣下」根據一宗事件提出的一宗或多宗索償支付最高賠償額（但須扣除已經支付的賠償款項）。及後，除可追討訴訟開支及費用或在付款前辦理索償所招致的費用外，「我們」毋須再就此等索償履行任何賠償責任。

B2 B 部份的不保事項

除本「保單」所載適用於本「保單」所有部份的「一般不保事項」外，「我們」亦不會賠償下列情況：

1. 罰款、刑罰、處分或懲戒性損失
2. 「閣下」或「閣下」的「家庭成員」或任何為「閣下」服務人士擁有、保管或控制的財物損失或損毀。
3. 協議支付賠償或其他款項（除非即使不訂立協議，有關責任亦會存在）。
4. 擁有、管有、駕駛或使用機動車輛、飛機或船隻。
5. 擁有、使用或管有任何動物（家養狗隻或貓隻除外）。
6. 搬運、清除或清理滲漏、污染物或沾污物費用。
7. 「閣下」或「閣下」的「家庭成員」或任何為「閣下」服務人士的身體受傷。
8. 滲漏、污染或沾污物直接或間接引起的人身損害或身體損傷，或財物損失、損毀或喪失其用途。
9. 所有由獨立承辦商於「閣下」的「出租物業」所進行的改動、加裝、維修、滅蟲、消毒或清潔工作。

除非：

- (a) 每項此等工程的時間不超過兩（2）個月；及
 - (b) 每項此等工程的合約價值不超過港幣 100,000 元；及
 - (c) 任何涉及外牆工作的工程，其金額不可超過合約總金額的百分之二十（20%）。
10. 任何物業或建築物由於「閣下」或「閣下」的任何僱員或「閣下」的代理人現在或一直在該部份物業或建築物進行保養改善、改動、維修或工程過程中所直接引致的損失或損毀。
 11. 違反任何與以下有關的法律責任：
 - (a) 違反「建築物條例」（「香港」法例第 123 章）所定意義範圍內的任何建築物；或
 - (b) 違反「建築物條例」（「香港」法例第 123 章）的任何建築工程或街道工程。
 12. 「閣下」擁有、佔用或使用任何並非「承保表」訂明為「閣下」「出租物業」的土地或建築物
 13. 任何因以下各項引致、直接或間接導致或有關的索償：
 - (a) 石棉；或
 - (b) 任何涉及石棉的使用、存在、出現、發現、清除、消除，又或因避免石棉、接觸石棉或可能接觸石棉所導致的實際或聲稱身體損傷或損毀。
 14. 任何透過互聯網、內聯網、企業互聯網及/或透過「閣下」的網站、互聯網網站、網址進行之活動及/或業務及/或交易，及/或透過電子方式傳送之電子郵件或文件所引起的任何索償或損失。
 15. 「我們」將不會賠償每宗及每次水損事故導致第三者的財物損失或損毀索償的首港幣 3,000 元或索償額之百分之十（10%）（兩者以較高者為準）。

C 部份 - 物業建築全險（自選）

C1 保障

「我們」就「閣下」的「物業建築」在「保險期」內因發生「意外」而造成的損失或損毀提供保障。

在一「保險期」內「我們」的最高賠償為「閣下」購買保障計劃，「承保表」內註明「保額」。

C2 C 部份的不保事項

「我們」並不承保由以下事故導致或引致或與以下事故相關致令「閣下」的「物業建築」蒙受損失或損毀：

1. 損耗；
2. 霉變或黴菌；
3. 逐漸老化或折舊，生鏽或腐蝕；
4. 昆蟲、害蟲或野生動物；
5. 「租客」擁有、照顧，管理的家養動物所導致的損失；
6. 固有缺陷或工藝瑕疵、物料或設計缺陷
7. 任何由「租客」（度假屋或單位的住客）或本應與「租客」同住的任何人士盜竊而導致的損失（由本保單 A1. 部份－家居物品保障除外）；
8. 人工電流導致的電器及電線損失或損毀；
9. 電器及電腦失靈或機件故障；
10. 涉及拆除結構支撐的改裝或維修；

11. 離奇失蹤或無法解釋的損失；
12. 「閣下」、「閣下」的家庭成員或「租客」故意或蓄意造成的損失或損毀，不論該等損失或損毀是否因任何人執行「租賃協議」責任而導致；
13. 山泥傾瀉、地陷或天然腐蝕；
14. 戰爭（無論宣戰與否）、內戰、叛亂；
15. 「閣下」「物業建築」及／或「家居物品」被合法扣押、沒收、國有化；
16. 因泥土移動或地下水壓力而引致地面下沉或出現裂縫、地基收縮或膨脹；
17. 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；
18. 飛機或其他飛行裝置產生的壓力波；
19. 海岸風化侵蝕；
20. 巨浪；
21. 任何結構物落成後五(5)年內下陷或已完工土地在竣工後五(5)年內下沉。

我們亦不賠償：

22. 因污染或沾污物所導致的損失、損毀或損壞的費用及開支，除非遭損毀或損壞的投保物品乃因本保單所承保的風險引起的污染或沾污物導致則除外。
23. 行人徑、行車道、圍欄、閘、邊界及護土牆因地陷及／或山泥傾瀉遭受損失或損毀。
24. 除非另行投保，否則清理地陷及／或山泥傾瀉泥頭的費用或地陷及／或山泥傾瀉後的修葺費用（如因修理家財物品所需則例外）。
25. 設計或工藝不良或使用不良物料而引起或導致的損失或損毀。
26. 任何性質的後果損失或損毀。
27. 根據比例分攤條件釐定，而於「本保單」生效期間任何連續七十二(72)小時的時期內發生的每宗損失中，首港幣10,000元或百分之(10%)為「自付額」（二者中以較高者為準）。

C.3 C 份的保障條件

1. 山泥傾瀉及地陷

- (a) 「閣下」必須維持「物業建築」的保養及功用良好，並且以負責的態度採取所有措施，以防止其「出租物業」因受保危險而遭損壞。
- (b) 「閣下」必須依照香港政府發出的法律、規例、規則及指引(包括香港土木工程署不時發出及修訂之「岩土指南第五冊 - 斜坡維修指南」之規定)維修「閣下」應負責維修的人造斜坡及護土牆。
- (c) 如有以下事況，必須立刻通知「我們」：
 - (i) 如「閣下」的「物業建築」之下、周圍或附近進行任何挖掘工程。於該情況下，「我們」有權更改或取消「本保單」之保障。
 - (ii) 任何受保危險的存在，並正影響「閣下」「物業建築」所在地任何部份（不論是否涉及受保物品）或其附近範圍。

2. 比例分攤條款

如以損失時計算的全面重建成本比「保額」多於的百分之二十(20%)，即視為投保額不足。「閣下」就投保不足部分將被視為「閣下」本身的承保人，並須按比率分攤損失。

C4 「我們」如何處理有效索償

如「我們」決定應支付本部份項下的索償，「我們」將選擇支付：

1. 重建或
2. 維修

「閣下」的「物業建築」至與其新落成時相同的狀況及程度所需的實際費用，惟需符合：

1. 如「閣下」不重建或維修「閣下」「物業建築」，「我們」將只會支付「閣下」受保建築物於損失前的賠償價值，以及拆卸及清理損毀廢物的合理費用。
2. 如「閣下」的「物業建築」已被抵押給按揭公司，任何有關賠償金額將會支付予受抵押人，款項一經收妥則代表「我們」已完全履行責任。

「我們」亦會支付以下費用：

1. 政府改動

為符合政府或地方法律要求而須作出改動的任何額外費用；

2. 專業費用
獲「我們」授權進行重建或維修的建築師、工程師及測量師所收取的費用；
3. 拆除和拆除
拆除及清理建築廢料的費用。

保障條件

以下條件適用於索賠：

1. 建築材料
「我們」將使用當時普遍採用的建築材料和施工方法。
2. 如期維修
「閣下」必須確保已獲「我們」批准的任何維修或工程可如期進行。
3. 現金支付
「我們」有權選擇向「閣下」支付現金賠償或如期維修實際維修或重建的費用。

「我們」將不會支付：

1. 超出受保建築物損毀時各相關專業聯會及/或專業團體所訂明的費用。
2. 為符合規例要求所產生的費用，而有關通知於損失或損毀前已向「閣下」發出，或只與「閣下」「物業建築」沒有被損毀的部份有關。
3. 「閣下」須承擔「承保表」內註明此保障的每宗及每次的自付額。

第 5 項 — 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「保單」。「閣下」的「保單」不保障：

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，但由於電動摩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「我們」補償或支付的，直接、間接或分擔的損失或費用，將致使「我們」違反經貿制裁規定或相關的任何法規或限制。
2. 任何間接損失。
3. 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。

4. 核子或輻射污染引起或造成的損失或損毀或責任。
5. 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。
6. 任何化學、生物、生化或電磁武器導致或引致損失、損毀或責任。
7. 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。
8. 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。
9. 被法定權力機關充公、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。
10. 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「我們」仍會向「閣下」承擔責任。
11. 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。
12. 任何電腦、其他設備、元件、系統或項件所處理、儲存、傳遞或檢取之數據或其任何部份，包括不論乃有形或無形的數據(包括但不限於任何資料、程式或軟件)的損失或破壞，亦不論是否屬於受保人之財產亦然，惟此等損壞乃[程式或操作員錯誤]「病毒或同類機制」或「黑客入侵」所致而導致或引致損失、損毀或責任。
13. 「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。
14. 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。
15. 「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。
16. 因送遞或郵寄時對物品造成的損失或損毀。
17. 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。
18. 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。
19. 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。
20. 未能歸因為由本「保單」承保事件所造成或引致的任何損失或損毀。

惟本不承保條款並不適用於任何「釋定緊急事件」導致財產損失、損毀或損害或後果損失所引起的索償，但有關索償必須屬於「本保單」承保範圍。

第 6 項 — 一般條件

6.1 風險變動

在本「保單」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「我們」。「閣下」必須通知「我們」的變動包括：

LandlordShield 業主保障保單條款。09/2021 編印。

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1. 「出租物業」變更；
2. 「出租物業」被空置超過連續三十(30)日；
3. 「閣下」不再持有「出租物業」的權益；
4. 佔用「出租物業」的性質或其他影響「出租物業」的情況出現變動，以致增加本「保單」項下承保的任何風險；或
5. 「閣下」破產、受破產管理狀態、受管理狀態或被清盤。

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

6.2 適用法律

本「保單」由香港特別行政區法律規管及解釋。

6.3 仲裁

假如「我們」及「閣下」或其他有關人士因本「保單」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。

6.4 轉讓

未取得「我們」的事先書面同意的情况下，「閣下」不得轉讓本「保單」或「閣下」於本「保單」項下的任何權利。

6.5 註銷

1. 「閣下」可於任何時間聯絡「我們」註銷本「保單」。「我們」將根據下列的短期比率表退款，惟退款受「承保表」內註明的最低保費要求所約束。但如「閣下」已提出索償而「我們」已作出賠償，則「我們」不會按比例向「閣下」退還款項。

短期比率表：

已承保「保險期」在	保費退款
1 個月或以下	「閣下」已繳付保費之 80%
2 個月或以下	「閣下」已繳付保費之 70%
3 個月或以下	「閣下」已繳付保費之 60%
4 個月或以下	「閣下」已繳付保費之 50%
5 個月或以下	「閣下」已繳付保費之 40%
6 個月或以下	「閣下」已繳付保費之 30%
7 個月或以下	「閣下」已繳付保費之 20%
8 個月或以下	「閣下」已繳付保費之 10%
8 個月以上	恕不退款

2. 在「閣下」發生下列情況時，「我們」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「保單」：

- (a) 「閣下」在簽訂本「保單」前向「我們」作出虛假陳述；
- (b) 「閣下」未能遵守「閣下」的「披露義務」；
- (c) 「閣下」未能遵守「閣下」「保單」的規定，包括未能支付「保費」；
- (d) 「閣下」在本「保單」生效期間，就「閣下」的「保單」或任何其他「保單」作出欺詐性索償；
- (e) 「閣下」未能根據「閣下」「保單」的要求通知「我們」特定的作為或不作為；或
- (f) 「閣下」在「保險期」內未能告知「我們」任何風險情況的變動。

如發生註銷的情況，「我們」將即時向「閣下」按比例退還已付的「保費」。有關註銷不會影響在註銷生效前發生的任何索償，但如「我們」已就索償作出賠償，則「我們」不會按比例向「閣下」退還任何款項。

6.6 風險變動

在「本保單」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「我們」。「閣下」必須通知「我們」的變動包括：

1. 「出租物業」變更；
2. 「出租物業」被空置超過連續三十(30)日；
3. 「閣下」不再持有「出租物業」的權益；
4. 佔用「出租物業」的性質或其他影響「出租物業」的情況出現變動，以致增加本「保單」項下承保的任何風險；或
5. 「閣下」破產、受破產管理狀態、受管理狀態或被清盤。

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

6.7 「保單」變更

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

6.8 文書上的錯誤

「我們」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

6.9 遵守「保單」條文

未能遵守本「保單」所載的任何條文將使本「保單」項下的所有索償無效。

6.10 「我們」承擔責任的先決條件

「我們」就本「保單」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）：

1. 「閣下」向「我們」提供的陳述及資料的真實性；及
2. 「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。

6.11 貨幣

本「保單」項下的保費及保障以港元支付。

6.12 披露義務

在「閣下」與「我們」簽訂「保單」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「我們」向「閣下」提供保險及「我們」計算「保費」相關的事實。假如「閣下」未能作出披露，「我們」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「保單」的保障。

6.13 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「我們」提出要求時支付「自付額」。

如任何事件引致的申索與本「保單」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」。

6.14 詐騙

假如任何人士在「保單」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「保單」項下的「保障」的，則「我們」不會就該等索償承擔任何責任，以及「我們」有權即時終止本「保單」。

6.15 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。

6.16 地理區域限制

除非另有註明，本「保單」提供的所有保障只涵蓋於香港特別行政區境內遭受的損失或損毀。

6.17 檢查及挽回物品

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

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

6.18 利息

「我們」根據「保單」應付的任何金額不附任何利息。

6.19 釋義

本「保單」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「保單」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。

6.20 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「保單」可被註銷：

1. 「閣下」的風險經驗及索償歷史；或
2. 「閣下」的保險記錄，包括以往被拒絕提供保險保障。

6.21 信託或轉讓及第三方權利通知

「我們」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。

除法律賦予任何權利，一名不屬於本「保單」當事人的人士不得享有執行本「保單」任何條款的權利。

6.22 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，「我們」將只支付其他保險不保障的數額，並受本「保單」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「保單」提出索償，「閣下」必須通知「我們」任何其他可能保障該損失或損毀或「意外」的保險。

6.23 支付保障

「閣下」不能受多於一份「家居保障」保單保障。假如「閣下」受多於一份該「保單」保障，「我們」將認為該人士由提供最高保障的「保單」所保障。如任何額外「保單」的保障是相同的，「我們」將認為該人士根據首份簽發的「保單」受保。「我們」將註銷所有不獲認可的保單。「我們」將退還任何重複繳付的保費（不附帶利息）。

6.24 支付索償

「閣下」一旦收到就本「保單」所支付的保障，在任何情況下應被視為「我們」已就該保障履行最終及所有責任。

在「閣下」身故後，根據「保單」應向「閣下」支付的一切保障應付予「閣下」的遺產。

6.25 保費支付保證

1. 「閣下」必須於本「保單」的「生效日期」或續保日當日或之前向「我們」支付「保費」總額。
2. 如在「生效日期」或續保日當日或之前「閣下」沒有支付「保費」總額，本「保單」應被視為即時註銷，「我們」毋須支付任何保障。在「保單」被視為已註銷的情況下，其後收到的任何付款將不具效力。
3. 如本「保單」有任何抵觸的條款（如有），應以本「保費支付保證」條款為準。

6.26 部份損失後的保單復效

當「我們」根據「保單」賠償「家居物品」的部份損失或損毀的索償時，「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。「我們」可自行選擇恢復「保額」，並保留徵收額外保費的權利。

6.27 合理小心

「閣下」必須：

1. 採取所有合理措施使「保單」項下的一切受保財物保持良好狀況及進行妥善維修；
2. 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

LandlordShield 業主保障保單條款。09/2021 編印。

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3. 遵守法律及任何機關施加的一切義務及規例。

6.28 魯莽或蓄意行為

「閣下」及「閣下」家庭成員不可作出魯莽或蓄意行為，以導致或令受保財物受損或招致責任。如「閣下」的「出租物業」將連續三十(30)天以上無人居住，「閣下」必須通知「我們」並徵取「我們」確認。如「閣下」不履行上述責任，「我們」可拒絕支付「閣下」提出的索償。

6.29 「保單」續期

在「我們」認為有需要的情況下，「我們」有權於續保時修訂保費、保障範圍、條文及條款，本「保單」將在每一續保日時自動續保一(1)年。如任何一方在任何「受保期」完結時不想繼續續保本「保單」，必須依據 6.5 註銷條款發出取消保單通知。

如任何一方均無發出該等通知，在下「閣下」於續保日時繼續付保費的情況下，一份具有相同條款及細則的「保單」將由續保日起自動生效一(1)年。

若「我們」行使本保單授予「我們」的拒絕續保或修訂保費、保障範圍、條文及條款的權利時，「我們」會在續保日的三十(30)天前通知「閣下」。

6.30 討回權利

如「我們」就沒有承保的醫療索償批准賠償及／或作出賠償，「我們」保留權利向「閣下」討回「我們」就「」退回保單

6.31 制裁限制之不承保條款

「閣下」的保單不適用於任何受保事件直接或間與古巴有關之損失或費用；或任何與特別指定名單所列人士、實體、團體或公司有關之損失或費用；或任何導致「我們」違反經貿制裁規定或相關法律或條例之損失或費用。

特別指定名單指於美國、澳洲、聯合國、歐盟或英國之經貿制裁或其他近的法律或條例內相關的名單上所列之人士、實體、團體或企業。

6.32 代位權

如「我們」根據本「保單」作出賠償，「我們」可代位取得「閣下」的一切分攤、賠償或追討的權利。未經「我們」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「我們」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「我們」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。

6.33 遵從租賃協議

「閣下」作為「出租物業」的「業主」須遵從「租賃協議」所列明之條款及細則及其他於「香港」生效的相關法令、規例及守則。

6.34 損失總額

如「我們」就「閣下」的索償作出「損失總額」的賠償，則本「保單」提供的保障將會終止。

6.35 空置出租物業

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

6.36 豁免索償

「閣下」若按此保單就任何事故所引致的責任獲得賠償後，同時亦能就該事故向其他人提出索償，則「閣下」不可與任何人達成任何協議，以豁免該索償或使該索償受任何限制或限定。

第 7 項 – 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或損傷時，或在發生任何會引致或可能引致第三部份「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：

1. 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；
2. 即時按本「保單」起首所列的地址及索償中心電話通知「我們」；
3. 即時通知警方受本「保單」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；
4. 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；
5. 在未經「我們」同意的情况下，不處置任何受損毀的財物；
6. 在未經「我們」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「保單」保障的財物；
7. 在十四(14)日內填妥及提交索償表格，並提供「我們」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：
 - (a) 損失或損毀或損傷的完整書面詳情；
 - (b) 任何相關的收據、證明及其他所有權證明；
 - (c) 所有有關損失或損毀財物的估值；
 - (d) 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；
 - (e) 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；
 - (f) 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
 - (g) 「我們」就評估索償所合理要求的所有醫療及其他證明及證據。
8. 即時向「我們」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）；
9. 在未取得「我們」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
10. 就任何針對「閣下」的索償協助「我們」提出抗辯。

在「閣下」就「意外受傷」提出索償後，「我們」可能在合理需要時要求「閣下」進行醫療檢查，費用由「我們」承擔。「我們」亦會在合理需要時安排驗屍。

如「閣下」未能在指定時限內向「我們」作出通知，但「閣下」可向「我們」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「我們」的情況不應使索償失效，惟「閣下」必須在發生任何損失、損壞或損傷的六十(60)日內，或「閣下」首次發現發生符合本「保單」B 部份 – 物業業主法律責任保險針對「閣下」的潛在索償時，以及不遲於「保險期」結束後的三十(30)日內作出有關通知。



索償人應於事發後三十 (30) 天內於安達索償中心* (www.chubbclaims.com.hk) 提交索償申請。
閣下亦可透過智能電話或平板電腦掃描以下的 QR 碼登入安達索償中心。

第 8 項 – 個人資料收集聲明

本公司(「我們」)竭力確保受保人(「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、保單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。如閣下不希望接收到我們的宣傳推廣，請於下列方格內加上「✓」。

(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。

第 9 項 – 24-小時家居支援服務

「服務供應商」提供以下服務予「會員」

1. 鎖匠轉介
如「會員」遭反鎖不能返回住所，「服務供應商」可轉介鎖匠及提供收費資料（如情況許可），此外並會提供援助，按「會員」需要安排鎖匠上門開鎖。
2. 水喉匠轉介
如「會員」住所的渠道堵塞或漏水，「服務供應商」可轉介水喉匠及提供收費資料（如情況許可），此外並會提供援助，按「會員」需要安排水喉匠上門修理。
3. 電氣技師轉介
如「會員」需要電氣技師服務，例如安裝及維修電氣裝置、修理家庭電器等，「服務供應商」可轉介電氣技師及提供收費資料（如情況許可），此外並會提供援助，按「會員」需要安排電氣技師上門。
4. 冷氣工程師轉介
如「會員」住所的冷氣機故障，「服務供應商」可轉介冷氣工程師及提供收費資料，此外並會提供援助，按員需要安排冷氣工程師上門。
5. 滅蟲公司轉介
如「會員」住所需要滅蟲或防蟲服務，「服務供應商」可轉介滅蟲公司及提供收費資料，此外並會提供援助，按「會員」需要安排滅蟲公司上門。
6. 家居清潔服務轉介
如「會員」住所需要家居清潔服務，「服務供應商」可轉介清潔服務公司及提供收費資料，此外並會提供援助，按「會員」需要安排清潔公司上門。
7. 維修支援服務
如「會員」要求，「服務供應商」可轉介家居維修服務公司及收費詳情，以協助「會員」解決家居問題，如維修家庭電器或窗戶等。
8. 緊急暫託或護理支援服務
如發生緊急事故或「會員」要求，「服務供應商」可協助「會員」安排註冊護士到「會員」住所服務。「服務供應商」亦可安排褓姆或家務助理到「會員」住所照顧「會員」的家屬。
9. 臨時家務助理支援服務
如「會員」要求，「服務供應商」可轉介臨時性的家務助理服務。
10. 損餘買家轉介
如「會員」需要，「服務供應商」可轉介損餘買家，向「會員」收買受影響或舊家品。
11. 貯存服務轉介
如「會員」受保的住所因意外導致損失或破壞，「服務供應商」可轉介暫時貯存服務。
12. 臨時住宿服務轉介
如「會員」受保的住所因意外導致損失或破壞，「服務供應商」可轉介酒店服務。

以上各項服務純為轉介或代「會員」安排性質，所有由此招致的費用，一律由「會員」自行支付。「會員」乃出於自願使用上述服務，如經「服務供應商」轉介的供應商引起任何間接損害，「我們」不會承責或支付任何開支。

地埋區域界限

以上服務只限於香港特別行政區境內提供。

要求支援

「會員」可致電「服務供應商」警報中心，電話 2863 5746，說明姓名及保單編號，即可為您提供服務。

免責條款

「服務供應商」及經該公司轉介為「閣下」及「閣下」家人服務的專業人士乃獨立承辦商，並非「我們」的職員、代理人或僱員。「我們」將不會就「服務供應商」及經該公司轉介的專業人士(包括及並非局限於護士、鎖匠及各類技師)所提供的服務或因其未能履行有關服務事宜作出任何承擔。

第 10 項 – 解決爭議

如「閣下」對在投購「保單」的過程中或對「保單」的任何其他方面有不滿時，請聯絡：

安達保險香港有限公司

客戶服務經理

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 Inquiries.HK@chubb.com

「我們」已依據《承保商專業守則》建立了一套內部流程處理爭議。在任何時候，如「閣下」有一些關於「我們」產品或服務的投訴仍未獲解決，歡迎「閣下」使用「我們的」內部解決爭議程序。屆時「閣下的」查詢或投訴將會獲得調查，而「我們」亦會在十五 (15) 個工作天內回應。若「閣下」對「我們」最終的回應不滿意，可免費向保險業監管局或向保險投訴局尋求協助。聯絡資料如下：

保險業監管局

香港黃竹坑香葉道 41 號 19 樓

傳真 +852 3899 9993

保險投訴局

香港保險業聯會

香港灣仔駱克道 353 號三湘大廈 29 樓

傳真 +852 2520 1967

