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## PROBERSURE – GOLD PLAN

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The proposal and declaration made by the Insured shall be the basis of this contract and the Insured is obliged to pay the premium stated in the Schedule / Certificate of Insurance as consideration for this insurance.

This Policy together with the enclosed Schedule / Certificate of Insurance and any Endorsements subsequently issued should be read as if they are one document and form the contract between You and Us. When it expires it may be renewed.

It has been arranged on the basis of the information supplied by You to the Company. It may be that We would decline your claim under this policy if any statements or any part thereof made to the Company were not entirely truthful and frank.

Please examine this document and the Schedule / Certificate of Insurance, and if they do not meet your requirements, or if any information is not correctly stated, kindly return the documents at once to the office which issued them and ask for the corrections to be made.

Please do not hesitate to contact the Company if You are in any doubt. Our staff are always happy to assist You on all insurance enquiries.

### GENERAL DEFINITIONS

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. Whenever these words are used this is what they mean.

#### We / The Company / Us

Dah Sing Insurance Company Limited.

#### You

The Insured Person(s) named in the Schedule / Certificate of Insurance

#### Your Family

Your spouse, children, parents and relatives normally living with You

#### Hong Kong

The territorial limits of the Hong Kong Special Administrative Region

#### Excess

The first amount of any claim which You must bear as You are not insured for this amount

#### Period of Insurance

The period specified in the Schedule / Certificate of Insurance for which We have agreed to accept and You have paid or agreed to pay the appropriate premium

#### The Schedule / Certificate of Insurance

Details including the Insured's name, address, location of risk and the Sum Insured issued to You

#### Home

The building or the house, apartment or flat at the situation mentioned in the Schedule / Certificate of Insurance which is the principal place of residence of You and Your family

#### House

The structural part of Your Home including:

- Fabric wall and the paint thereon, flooring, doors with frames, window with frames, skirting, water pipes, electric cables/wiring fixed or permanently installed on the structural parts of your Home
- Such other things or parts as may be specifically described in the Schedule/Certificate of Insurance (or by way of an endorsement duly issued by the Company)

#### Personal Effects

Articles of personal use specifically designed to be worn or carried, belonging to you or any member of Your Family

#### Sports Equipment

Articles of personal use, including clothing, belonging to You or Your Family, specially designed to be used for any sporting activity but not including:

- a) camping equipment
- b) any vehicles, watercraft or aircraft
- c) specially held items

#### Money

Bank or currency notes coins cheques premium bonds travelers cheques travel tickets postal or money orders postage stamps national saving stamps or certificates record or book or similar tokens gift or other vehicle vouchers belonging to You or any member of Your Family but not Specially Held items.

#### Specially Held Items

- a) Items which are held or used in connection with any profession, business or employment, or
- b) items which are insured under a separate policy

#### Changes To This Policy

If We wish to change the terms of this Policy, We will advise You in writing at your last known address and the change(s) will take effect 7 days after the date of the advice

### GENERAL EXCLUSIONS TO THE WHOLE POLICY

This Policy does not cover loss or liability whatsoever caused by:-

#### 1) War and Terrorism Exclusion

The insurance by this policy excludes:

Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
  - i) the use or threat of force, violence and/or
  - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

## 2) Political Risks Exclusion Clause

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person providing that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.
  - iii) the destruction of property by order of any public authority
- In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

## 3) Radioactive Exclusion Clause

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## 4) Cyber Primary Exclusion (Material Damage) – except Section 2

This Policy does not cover

- i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking
- ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

### Definition

For the purpose of this exception only, "Defined Contingency" shall mean fire, lighting, 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.

### Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operation, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

### Hacking

- 5) Any other gradually operating cause including seepage

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

- 7) Requisition or destruction of or damage to property by or under the order of Government or Local Authority or confiscation or nationalisation.

Also, this Policy does not cover loss or liability where the cover is already provided by other insurance. We WILL NOT CONTRIBUTE towards any claims under any other Policy.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY:

### 1. Prevention of Loss

You and Your Family must comply with all statutory obligations and take all reasonable steps to:

- a) prevent loss, damage or injury and
- b) maintain in good condition and good repair any insured property.

### 2. Change of Risk

During the Period of Insurance, You must advise us of any change made to your Home or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

### 3. Arbitration

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

### 4. Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

5. If You or anyone acting for You makes a claim under the Policy knowing the claim to be false, We will not pay the claim and all cover under the Policy is cancelled immediately.

6. We have the right to the salvage of any insured property which is the subject of the claim.

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

### 8. Claims Condition

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

- (a) For loss or damage claims You must:
  - i) at your expense provide us with all certified information and evidence as We may request.
  - ii) notify the Police immediately of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.
- (b) For liability claims You must:

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

**重要事項** - 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

- i) send to us any letter, claim writ or summons immediately when it is received
- ii) advise us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry
- iii) not make any admission, offer or promise of payment without our consent and We shall be entitled if We do so desire to take over and conduct in your name the defence or settlement or handling of any claim and You shall give all such information and assistance as we may require.

#### 9. Cancellation of the Policy

##### (a) BY YOU

You may cancel this Policy by writing to us. If You do, We will refund based on short-term rate subject to a minimum premium of HK\$500.

##### (b) BY THE COMPANY

We may cancel this Policy by giving You 7 days written notice sent to your last address known to us by ordinary post. If We do, We will refund You all the unused part of the premium on pro-rata basis.

#### 10. Jurisdiction Clause

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

#### 11. Governing Law

The Policy is subject to the exclusive jurisdiction of Hong Kong and is constructed according to the laws of Hong Kong Special Administrative Region.

### SECTION 1 - HOUSEHOLD CONTENTS

#### DEFINITIONS

##### HOUSEHOLD CONTENTS

All your valuable property, furniture, furnishings, home appliances, household and personal effects including household appliances hired by You or Your Family in Your Home.

##### But we do not cover :

- a) Motor vehicles (other than Lawnmovers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them.
- b) Livestock, pets and animals.
- c) Growing crops and plants.
- d) Watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories.
- e) Aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae.
- f) Mobile/portable radio telecommunication equipment e.g. mobile / portable telephones and pagers.
- g) Property in the course of removal or transit.
- h) Specially held items
- i) Loss of or damage to records, audio, films, tapes, cassettes, cartridges, digital or computer discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the maker's latest price list.
- j) Replacement cost/fee of personal documents
- k) Contents on roof or in open area
- l) Landlord's fixtures & fittings
- m) Securities, money, certificates and documents, stamps collection, cheques, postal or other money order
- n) Any item falls under the definition of "House"

##### VALUABLE PROPERTY

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

##### WHAT IS INSURED

We will cover You and Your Family in respect of the Household Contents while in the Home against any unforeseen sudden accidental physical loss unless the cause is specifically excluded.

##### WHAT IS NOT INSURED

1. This section does not cover loss or damage caused by : -
  - a) Wear and tear, depreciation;
  - b) Mildew, rot, corrosion, rust, gradual deterioration;
  - c) Insects, vermin;
  - d) Cleaning, repairing, restoring;
  - e) Scratching or denting;
  - f) Domestic animals which You own or are in your custody or control;
  - g) Mechanical and/or malfunction and/or burning out of machinery and electrical appliances and computer equipment;
  - h) Inherent fault or defective workmanship, defective material or design;
  - i) Mysterious disappearance or unexplained loss;
  - j) Deliberate acts by You or Your Family or Your servants, agents or invitees;
  - k) Loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - l) Landslip, subsidence or erosion;
  - m) Settling or cracking of land resulting from earth movements or underground water pressure;
  - n) Sonic Bangs pressure waves caused by aircraft or other aerial devices;
  - o) Infidelity or dishonesty on the part of You, Your Family or Your servants, agents, invitees or licensees;
  - p) Shrinkage, evaporation, loss of weight, contamination, change in flavour, colour texture of finish, action of light;
  - q) Theft
    - i) if the Home is unoccupied
    - ii) if the Home or any part is lent or let
    - iii) by deception unless deception is used to enter the Home.
  - r) Malicious Damage or Vandalism
    - i) if the Home is unoccupied;
    - ii) by a person lawfully in the Home;
  - s) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is unoccupied.

2. This section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

##### LIMITATION OF COVER

If the Home is not occupied by You and Your Family at the time of loss or damage, We will only pay for loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, riot, aircraft and other aerial or spatial devices or articles dropped from them, impact by land vehicle.

##### EXCESS

The first HK\$250.00 of each and every claim under Section 1 unless specifically mentioned.

##### BASIS OF SETTLEMENT OF CLAIMS

Settlement of claims may be made by payment or at our option by reinstatement or repair or replacement. Unless shown separately in the Schedule, We will not pay more than

1. HK\$5,000 any one piece, set or collection of valuable property subject to an aggregate limit of HK\$50,000 during each period of insurance.
2. HK\$30,000 for any one piece, pair or set of Household Contents items (other than those mentioned in item 1).

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

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

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a pair or a set, the measure of loss or damage to such article or articles shall be the rateable proportion of the total value of the pair or the set, and in no event such loss or damage be construed to mean total loss of the pair or the set.

In the case of loss of or damage to any part of the Household Contents whether scheduled or unscheduled consisting, when complete for use, of several parts, We shall only be liable for the value of the part lost or damaged, including the cost of installation.

We do not have to repair or replace your Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

#### OTHER BENEFITS PROVIDED

##### 1) **Alternative Accommodation**

In the event of your home being rendered uninhabitable due to accidental loss or damage insured under the Contents section We will pay the cost incurred for reasonable temporary accommodation for as long as it is reasonably required.

Any claim payment will not be more than HK\$1,000 per day and in aggregate not more than HK\$30,000 during each period of insurance.

##### 2) **Burglary/Robbery Harm Allowance**

We will pay HK\$3,500 compensation for each person in the event of either You or your spouse sustaining injury caused by burglars or robbers within your premises, against which a medical practitioner has granted a sick leave of not less than 4 consecutive days.

##### 3) **Lock**

We will pay the reasonable cost incurred for the replacement and installation of windows and external door locks and/or keys of the home with items that are similar but not better, following loss of or damage to keys or locks due to burglary or attempt theft subject to a maximum amount of HK\$2,000 during each period of insurance.

##### 4) **Damage to Personal Documents**

We will pay for the cost reasonable and necessarily incurred for applying replacement of credit cards, passports and personal document including identity card and any certificate of identity for you or your family following accidental loss of baggage or purse belonging to You or your family.

Any claim payment may not be more than HK\$1,000 during each Period of Insurance.

##### 5) **Frozen Food & Drinks**

We will pay the cost of replacing food and drinks which are spoilt in your deep freeze unit by :

- a) accidental breakdown of the freezer unit which is less than 5 years old.
- b) accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

Any claim payment will not be more than HK\$3,500 and in the aggregate during each period of insurance.

##### 6) **Personal Effects in Your Office**

This policy is extended to cover your personal effects kept in your office up to the amount of HK\$2,000.

A notice of loss to your employer and Police will be necessary in the event of a claim.

##### 7) **Removal of Debris**

We will cover the cost actually incurred in the necessary demolition shoring up or propping of the building and the removal of debris including the removal of contents whether damaged or undamaged following destruction or damage by any of the perils hereby insured against provided that such cost is not recoverable under any other Policy of insurance.

The Company will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

Any claim payment will not be more than HK\$7,500 and in the aggregate during the period of insurance.

##### 8) **Landslip & Subsidence Extension**

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover:

Loss of or damage to the Household Contents directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

- i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a) Coastal erosion
  - b) Heave
  - c) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
- ii) Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.

iii) Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Contents

iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.

v) Consequential loss or damage of any kind or description

vi) The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this policy.

#### WARRANTED:

1) You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.

2) You shall maintain any man-made slope and retaining wall for which they are responsible 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.

3) You shall notify the Company Immediately:

i) if any excavations are commenced beneath, around or in the vicinity of your Home. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.

ii) of the operation of an insured peril affecting any part of site (whether or not the Insured property is involved) or its nearby surroundings.

#### 9) **Temporary Removal**

Any property insured hereby (other than visitors' personal effects) temporarily removed (except for sale or exhibition or to a furniture depository) from the dwelling within described shall, in so far as not otherwise insured, be covered for fire risk only, while in Hong Kong for a sum not exceeding HK\$75,000 hereby insured thereon and during such removal the sum insured by each item on property in the dwelling shall be reduced by the value of the property covered elsewhere.

#### LIMIT OF INDEMNITY

The maximum amount We will pay under Contents Section during the period of insurance is the Limit of Indemnity shown on the Schedule and is inclusive of the above sub-limits on "Other Benefits Provided" section.

## SECTION 2 – PERSONAL LIABILITY

#### DEFINITIONS

#### GEOGRAPHICAL LIMITS

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

#### WHAT IS INSURED

We will indemnify You and Your Family against all sums for which You and Your Family become legally liable:

- a) as a private householder occupying your Home
- b) as a owner of your Home if it is occupied by You and Your Family only
- c) as owner of your House if insurance on Section 3 " House" is effected
- d) in a personal capacity including as an amateur golfer playing or practicing golf on any golf course.  
in respect of :
  - i) accidental death or bodily injury including illness of any person
  - ii) accidental loss of or damage to property occurring during the period of insurance and within the geographical limits.

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

#### WHAT IS NOT INSURED

This section does not cover any liability for :-

- 1) Bodily injury to You or Your Family or any person in the service of You.
- 2) Loss of or damage to property belonging to or in the custody or control of You or Your family or any person in the service of You.

- 3) The ownership, occupation or use of any land or building other than your Home specified in the Schedule.
  - 4) Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
  - 5) The exercise of any trade, profession or employment.
  - 6) The ownership, possession, driving or use of mechanically-propelled vehicles, aircraft or watercraft.
  - 7) The ownership, use or possession of any animals other than domestic dogs or cats.
  - 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) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - 10) Fines, penalties, punitive or exemplary damages.
  - 11) The carrying out of alterations, additions or repairs by an independent contractor.
  - 12) In respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own websites, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
  - 13) All claims and losses 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) Death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the First Schedule of the Quarantine and Prevention of Disease Ordinance (Cap 141) as at the date of receipt by the Company of the Insured's written notification of a claim.
- e) inherent fault or defective workmanship, defective material or design
  - f) Loss or damage to electrical equipment and wiring caused by artificially generated electrical current
  - g) breakdown and/or malfunction and/or burning out of machinery and electrical appliances and computer equipment
  - h) Alterations or repairs involving the removal of structural support.
  - i) Mysterious disappearance or unexplained loss
  - j) Deliberate acts by You or Your Family
  - k) Landslip, subsidence or erosion.
  - l) Settling or cracking of land resulting from earth movements or underground water pressure.
  - m) Sonic Bangs pressure waves caused by aircraft or other aerial devices.
2. This section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.
  3. This section does not cover any items as described under the definition of "Household Contents."
  4. This section does not cover
    - a) fixtures and fittings that are not permanently affixed to the interior of the Home or for which You are not legally responsible as a tenant (if applicable) under the relevant tenancy agreement; and
    - b) foundations and drains of the House

#### LIMITATION OF COVER

If the home is not occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, riot, aircraft and other aerial or spatial devices or articles dropped from them, impact by land vehicle.

#### AVERAGE CLAUSE

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

#### EXCESS

- (a) The first HK\$250.00 of each and every claim under Section 3 unless specifically mentioned.
- (b) The first HK\$3,000 or 10% of the loss, whichever is the greater, for each and every water damage claim.

#### BASIS OF SETTLEMENT OF CLAIMS

We will pay the costs actually incurred to rebuild or repair your House to the same condition and extent it was when new. We will use building materials and construction methods which are commonly used at the time.

We will also pay:

- a) any additional amount of costs for making the changes to comply with the Government or local by-laws requirements.
- b) architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by us.
- c) the cost to demolish and remove the debris.

However, we will not pay for:

- a) 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.
- b) 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 House.

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

If You do not rebuild or repair your House, We will only pay You the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris.

If the house is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge us completely.

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

#### OTHER BENEFITS PROVIDED

##### 1) Loss of Rent

#### OTHER BENEFITS PROVIDED

##### TENANTS' LIABILITY

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

- i) to your Home or part thereof not belonging to You but whilst under your occupation
- ii) to the contents of your Home or part thereof not belonging to but in charge of / by You or under your control but in no case is your legal liability as bailee included.

##### LIMIT OF INDEMNITY

Unless specifically mentioned, our liability under this section for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the limit of Indemnity shown on the Schedule / Certificate of Insurance

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount at which the claim may be settled and once We have done so the conduct of the claim will be relinquished by Us. We shall then be under no further obligation in respect of the claim except for costs and expenses of litigation incurred by Us or on our behalf prior to the date of payment.

##### EXCESS

- (a) The first HK\$250 of each and every third party property damage claim under Section 2 unless specifically mentioned.
- (b) The first HK\$3,000 or 10% of the loss, whichever is the greater, for each and every water damage claim.

### SECTION 3 – HOUSE

#### WHAT IS INSURED

We will cover You against any unforeseen sudden accidental physical loss to your House unless the cause is specifically excluded.

#### WHAT IS NOT INSURED

1. This section does not cover loss or damage caused by : -
  - a) wear and tear
  - b) mildew, rot, corrosion, rust, gradual deterioration
  - c) insects, vermin
  - d) domestic animals which You own or are in your care, custody, or control

In the event of your House being rendered uninhabitable due to accidental loss or damage insured under this section, We will indemnify You against loss of rent payable to You during the period necessary for rebuilding or repairing the House.

Any claim payment will not be more than HK\$50,000 or 15% of the Sum Insured on the House whichever is the lower during each period of insurance.

## 2) Landslip & Subsidence Extension

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover:

Loss of or damage to your House directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the schedule but excluding:

- i) Loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a) Coastal erosion
  - b) Heave
  - c) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
- ii) Loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
- iii) Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair your House.
- iv) Loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- v) Consequential loss or damage of any kind or description .
- vi) The first HK\$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this policy.

### WARRANTED:

- 1) You shall maintain your House in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2) You shall maintain any man-made slope and retaining wall for which they are responsible 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.
- 3) You shall notify the Company immediately:
  - i) if any excavations are commenced beneath, around or in the vicinity of your House. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
  - ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

### LIMIT OF INDEMNITY

The maximum amount We will pay under the House Section during the period of insurance is the Sum Insured shown on the Schedule / Certificate of Insurance and is inclusive of the above sub-limits on the "Other Benefits Provided" item.

## SECTION 4 – WORLDWIDE ALL RISKS

### DEFINITION

#### VALUABLES

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment (including portable video cameras), binoculars, furs, personalized cassettes and compact disc players.

#### WHAT IS COVERED

We will cover You and Your Family in respect of valuables and personal effects against any accidental physical loss or damage happening anywhere in the World up to the amount as stated in the schedule.

#### WHAT IS NOT COVERED

We will not cover :

- 1) Contact or corneal lenses
- 2) Sports Equipment and musical instruments

- 3) Mobile / portable electronic equipment e.g. mobile / portable telephones / pagers / palm notebook and handheld personal computer.
- 4) Specially Held Items
- 5) Theft
  - a) by deception unless deception is used to enter the home.
  - b) from an unattended vehicle unless all windows are securely closed and all doors and the boot are locked.
  - c) from any open or convertible car, or a car with the sun roof left open.
  - d) of any pedal cycle away from the home not securely locked at the time of loss.
- 6) Deliberate acts by You or Your Family.
- 7) Excluded risks including
  - a) Wear and tear.
  - b) Mildew, rot, corrosion, rust, gradual deterioration.
  - c) Insects, vermin.
  - d) Fungus, atmospheric conditions.
  - e) Cleaning, repairing, restoring.
  - f) Scratching or denting.
  - g) Domestic animals which You own or are in your custody, care or control.
  - h) Breakdown and/or mechanical malfunction of electrical appliances and computer equipment.
  - i) Inherent fault or defective workmanship, defective material or design.
  - j) Depreciation in value.
  - k) Mysterious disappearance or unexplained loss.
  - l) Loss of or damage to electrical equipment and wiring caused by artificially generated electrical current.
- 8) Detention, seizure or confiscation by customs or other officials.

### OTHER BENEFITS PROVIDED

#### Personal Money

We will indemnify You against accidental loss or theft of Money anywhere in the World, but We do not cover loss:

- 1) which are not reported within 24 hours of discovery to the local Police authority
- 2) caused by depreciation, confiscation or shortage due to errors or omissions
- 3) arising from uninsurable risks

Any claim payment will not be more than HK\$2,500 and in the aggregate during each Period of Insurance.

### EXCESS

The first HK\$250.00 of each and every claim under Section 4 unless specifically mentioned.

### BASIS OF SETTLEMENT OF CLAIMS

- 1) A reinstatement settlement will be made.
- 2) An indemnity settlement basis will be applied if
  - a) claims are on clothing and furs.
  - b) You decide not to re-instate, repair or replace the lost and/or damaged item.
- 3) In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a pair or a set, the measure of loss or damage to such article or articles shall be the rateable proportion of the total value of the set, and in no event such loss or damage be construed to mean total loss of the set.
- 4) We will not pay more than HK\$5,000 for any individual single item unless specified in the Schedule / Certificate of Insurance.
- 5) The maximum amount We will pay under Worldwide All Risks Section during the Period of Insurance is the Sum Insured shown on the Schedule / Certificate of Insurance plus the sub-limits on the "Other Benefits Provided" Sub-section.
- 6) If the property insured shall at the time of any event giving rise to a claim under this policy be collectively of greater value than the sum insured thereon, then You shall be considered as being your own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this condition.

## SECTION 5 – DOMESTIC SERVANTS

### DEFINITIONS

#### DOMESTIC SERVANT

The domestic helper(s) named in the Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this section.

#### THE ORDINANCE

Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong Special Administrative Region)

#### ITEM 1 – EMPLOYEES' COMPANSATION ORDINANCE COVER

If any Domestic Servant in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

THE COMPANY Will subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

PROVIDED THAT in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sum as the Company would have been liable to pay if the Ordinance had remained unaltered.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply

#### POLICY LIMIT OF INDEMNITY

- a) In respect to any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Servant who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease
- b) In relation to any liability of the Insured in respect of a Disease contracted by the Domestic Servant due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:
  - i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Domestic Servant's employment to which such Disease was due first affected the Domestic Servant and
  - ii) subject to the limitation of paragraph (b) (i) hereof, the Company's indemnity to the Insured under this policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Servant's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.
- c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds
- d) At any time after the occurrence of any Accidents or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

#### GEOGRAPHICAL AREA

Worldwide excluding USA and Canada.

#### EXCLUSIONS APPLICABLE TO ITEM 1

The Company shall not be liable under this Item in respect of:

- 1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness ("Noise-Induced Deafness has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region). "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to that expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of the Hong Kong Special Administrative Region).);
- 4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- 6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- 7) any injury by accident or disease sustained in the USA or Canada.
- 8) All claims and losses 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

#### TERRORISM CLAUSE / ENDORSEMENT

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

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 17<sup>th</sup> April 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employee's compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement")\*;
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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

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

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

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

\*A copy/extract of the Facility Agreement is available upon request.

## ITEM 2-PERSONAL ACCIDENT INSURANCE

### Personal Accident

The Company shall pay the Insured for any of the following losses which results from any Injury, as hereinafter defined, computed as a percentage of the Principal Sum Insured:

1.	Death.....	100%
2.	Permanent Total Disablement.....	100%
3.	Permanent and Incurable Paralysis of all Limbs.....	100%
4.	Permanent Total Loss of sight of both Eyes.....	100%
5.	Permanent Total Loss of sight of one Eye.....	100%
6.	Loss of the Permanent Total Loss of use of two limbs.....	100%
7.	Loss of the Permanent Total Loss of use of one limb.....	100%
8.	Loss of Speech and Hearing.....	100%
9.	Permanent Total Loss of Hearing in	
	a) both Ears.....	75%
	b) one Ear.....	15%
10.	Loss of Speech.....	50%

The Principle Sum Insured is HK\$50,000

## ITEM 3 – ACCIDENTAL HOSPITALIZATION EXPENSES

In the event of the Domestic Servant sustained injury and being a registered in-patient in any licensed Hospital in Hong Kong on the advice of a registered Medical Practitioner and the Insured accepting liability for hospital charges thus incurred, the Company will reimburse the Insured for an amount equal to the sum actually charged for any room and board charges and surgical operation, including doctor's fee, anaesthesia and operation theatre charges up to HK\$5,000 per accident and in aggregate during each period of insurance.

Provided always that :-

- the Insured shall be responsible for the first HK\$250 for each confinement in hospital or for each surgical operation.
- in the event of a Domestic Servant becoming entitled to refund of all or part of the expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.

Definitions to ITEM 2 & 3

- "INJURY" shall mean bodily injury which is sustained by a Domestic Servant during the period of this policy and is caused by an accident, solely and independently of any other cause where death or disablement of the Domestic Servant results within 12 calendar months from the date of such accident. The Injury must be sustained during the Domestic Servant's rest days and such injury is not covered under Employees' Compensation Ordinance.
- "PERMANENT TOTAL DISABLEMENT"  
When as the result of injury and commencing within 12 months from the date of the accident a Domestic Servant is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he/she is reasonable qualified by reason of his/her education, training or experience, or if he/she has no business or occupation from attending to any duties which would normally be carried out by his/her daily life, the Company will pay, provided such disability has continued for period of twelve (12) consecutive months the Principal Sum less any other amount paid or payable under this Section as the result of the same accident. The disability must be total, continuous and permanent at the end of the period.
- "PERMANENT" in respect of disablement shall mean lasting twelve (12) calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.
- "LOSS OF LIMB" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
  - "LOSS OF SIGHT OF EYE" shall mean the entire and irrecoverable Loss of sight."
  - "LOSS OF USE" shall mean total functional disablement and is treated like the total loss of said limb or organ.
  - "LOSS OF SPEECH" shall mean the entire and irrecoverable Loss of Speech.
  - "LOSS OF HEARING" shall mean the entire and irrecoverable Loss of Hearing.

### EXCLUSIONS APPLICABLE TO ITEM 2 & 3

This Policy does not cover death or injury directly or indirectly caused by:

- Self injury, suicide (whether felonious or not) or any attempt thereof whether sane or insane, fighting (except in bona fide self defence), provoked assault, resistance to arrest, intoxication or drugs.

- Engaging in a sport in a professional capacity or where the insured would or could earn income or remuneration from engaging in such sport.
- The insured flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.
- The insured engaged in service or duty with the Police or any armed force or Fire Service or security guard service of any country.
- Any kind of sickness or disease even if contracted by accident.
- Child birth or pregnancy notwithstanding that such injury may have been accelerated or induced by accident.
- Claims covered under Employees' Compensation Ordinance

## SECTION 6 – MEDICAL EXPENSES COVER FOR "DOG"

In consideration of additional premium for HK\$300 paid to the company, it is hereby noted and agreed that this policy is extended to cover clinical benefits for your dog subject to the following terms, conditions and exclusions:

### COVERAGE

- physicians consultations up to HK\$280 per day (inclusive of consultation fee and medical fee)
- X-ray & Laboratory Tests subject to an annual sub-limit of HK\$2,000

The aggregate annual limit for coverage a) & b) is HK\$3,000

### EXCLUSIONS

The above coverage is subject to the following Exclusions

- The first HK\$100 of each clinical visit
- Any illness or condition arising prior to or within first 14 days after commencement of cover
- Routine health check, vaccinations, preventive treatment, spaying, castration, behavioral problems, physiotherapy and training (unless caused by insured illness or accident), pregnancy, miscarriage, abortion, costs of whelping or kitting, euthanasia (unless deemed necessary by an Authorized Veterinary Surgeon to alleviate pain and suffering), disposal charges, cremation or post mortems, dental problems, dietary products, grooming and elective treatment, cost of fringe, unlicensed and unconventional medicines, any claim of a congenital condition identifiable in Certificate of Good Health.
- Any claims where treatment or medication not administered by Authorized Veterinary Surgeons.

Subject otherwise to the terms, conditions and exceptions of the policy

### Appendix : Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

1. The information which you have provided in this Company in the proposal form and in any other documents in relation to this policy and in relation to any claims of whatsoever nature made under this policy and the alternations, the variations or cancellation of any such information ("your personal information") may be or would be held, used or disclosed in connection with this policy or any other insurance related product or in connection with any claims of whatsoever nature made under this policy and legal proceedings arising therefrom by this Company and may be transferred to any related company or to any other company carrying on insurance related business in or from Hong Kong or to any association or federation of insurance companies that exists or is formed from time to time.

2. Your personal information will be kept confidential by Company save and except for the purposes referred to hereinabove.

3. This Company is hereby authorised to obtain access to and/or to verify any of your data with information collected by any federation of insurance companies from the insurance industry.

4. Under the Ordinance, You have the right to obtain access to any records containing your personal information and You also have the right to request the correction of any of your personal information which is inaccurate within such records. Request for access to or correction of your personal information held by this Company can be made in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.

5. This Company intends to use or has used your personal information to provide You with information on other services and products of this Company. If You do not wish to receive any such information, You are required to inform this Company in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.

The Data Protection Officer  
Dah Sing Insurance Company Limited.

13/F., Island Place Tower,  
510 King's Road, North Point,  
Hong Kong.  
Tel: 28085000  
Fax: 25988008

#### 附錄：致各客戶有關個人資料(私隱)條例(“條例”)通知書

1. 台端在投保書，在與本保單有關的其他文件中和在有關本保單的任何性質的索償中所提供與本公司的資料，以及該等被更改，變更或刪除的資料(“你的個人資料”)，可能或將會為本公司所持有，使用或公開於與本保單有關的事宜，於其他與保險有關的產品，於有關本保單的任何性質的索償和由此而導致的法律訴訟。本公司亦有可能將你的個人資料轉移予本公司有關的機構，其他在本港或海外經營有關保險業務的公司，任何現存或不時成立的協會或保險公司聯會。

2. 除上述用途外，本公司會把你的個人資料保密。

3. 本公司有權查閱任何保險公司聯會所收集有關台端的個人資料及/或將台端的個人資料與任何保險公司聯會所收集的資料核實。

4. 根據有關條例，台端有權查閱任何載有你的個人資料的記錄。台端亦有權要求更正任何載於此等記錄之不準確個人資料。如欲查閱或修改本公司有關台端個人資料的記錄，請用書面形式向大新保險有限公司資料保護主任提出。

5. 為了使本公司能夠向台端提供本公司其他服務和產品的資訊，本公司正準備或已經採用你的個人資料。如台端不欲收取該資訊，閣下必須用書面形式通知大新保險有限公司資料保護主任。

資料保護主任

香港北角英皇道510號  
港運大廈十三樓  
電話：28085000  
傳真：25988008

## HOME ASSISTANCE SERVICES

Terms and Conditions

### Definitions

#### Home

Shall mean the building the member occupies which is covered by the ProperSure Policy of Dah Sing Insurance Company Limited

#### Assistance Services Provider

Shall mean Inter Partner Assistance Hong Kong Limited

#### Member

Shall mean any person duly covered by the ProperSure Policy of Dah Sing Insurance Company Limited

### Services

The Assistance Services Provider shall provide the following services when the Member contacts the Assistance Services Provider and when he/she is in Hong Kong:

#### I. Locksmith Referral

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

#### II. Plumber Referral

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

#### III. Electrician Referral

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

#### IV. Air-Conditioner Engineer Referral

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

#### V. Pests Control Referral

In the event the Member requires assistance for pests control or pests prevention for his/her home, the Assistance Services Provider will provide referral information on the service providers and their charges. The Assistance Services Provider will also assist the Member in arranging for housecall, if necessary.

#### VI. Home Cleaning Referral

In the event the Member requires assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for the home, the Assistance Services Provider will provide referral information on the service providers and their charges. The Assistance Services Provider will also assist the Member in arranging for a housecall, if necessary.

#### VII. Household Appliance Repair Assistance

Upon the request of a Member, the Assistance Services Provider will provide referral information for household appliance repair assistance required for his/her home. Upon receiving the Member's request, the Assistance Services Provider will provide relevant information on the service providers and their charges.

#### VIII. Emergency Nurse Assistance

During an emergency and when requested by the Member, the Assistance Services Provider will assist the Member by arranging for a registered nurse to be at the Member's home.

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 Assistance Services Provider is at the Member's own accord. Dah Sing Insurance Company Limited shall not be responsible for any consequential damages arising out of services provided by the service providers referred by the Assistance Services Provider or be responsible or pay for any expenses incurred.

#### Territorial Limit

The above services are only available within the territory of Hong Kong

#### Request for Assistance

The Member shall call the Assistance Services Provider's Alarm Centre whose contact number is:  
8206 2229 and quote his/her name and the Certificate Number.

#### Disclaimer

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

This document does not form part of the Policy contract.