



**MSIG Insurance (Hong Kong) Limited**  
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A Member of **MS&AD** INSURANCE GROUP

## The Schedule

Type of Insurance	:	Home Insurance Plan Policy (Home Contents and Emergency Assistance Protection)
Policy Number	:	91009301
Policyholder	:	CSL Mobile Limited
Period of Insurance	:	13 September 2022 - 12 September 2023
Insured Person	:	a person who presents an unique redemption code issued by the Policyholder for the entitlement of this Home Contents and Emergency Assistance Protection, which can be accessed through Policyholder's App or platform or any other forms as arranged and agreed with the Policyholder and MSIG from time to time, on the date on which a claim under this Policy is made by the Insured Person to the Company
Insured Period	:	The duration of coverage and as one of 24, 30, 36 months starting from coverage start date as indicated by the Policyholder
Summary of Coverage		As per attached Summary of Coverage Table
Subject otherwise to the terms, conditions and exclusions of the Master policy with Master policy no. 91009300.		

### Summary of Coverage Table:

The Company's maximum liability for each period of 12 months during any one Insured Period under the respective Section of this Policy shall not exceed:

		Annual Maximum Limit (HK\$)
<b>1)</b>	<b>Household Contents Section</b>	20,000
	- item limit for Valuable Property	10,000
a)	Extend to cover accidental damage to mobile phone, tablet or laptop computer*	2,000 (one device only)
b)	Alternative hotel accommodation due to home fire or flood	4,000 (2,000/night, up to 2 nights)
c)	Home Assistance (reimbursement only)	(one claim only)
	i) Electrical Assistance	1,000
	ii) Plumbing Assistance	
	iii) Locksmith Assistance	
	iv) Air Conditioner Engineer Assistance	
<i>Max. five (5) articles for each claim &amp; Max. three (3) claims for each Insured Person's Home for each period of 12 months during the Insured Period under Section 1.</i>		
<b>2)</b>	<b>Personal Liability Section</b>	1,000,000
a)	Tenant's Liability Extension	
b)	Owner's Liability in Common Area Extension	

\*This benefit is not applicable to any Insured Person's Family who is aged below 18 at the time of the damage.

## CSL Mobile Limited

### Home Contents and Emergency Assistance Protection Master Policy (Policy No. 91009301)

In consideration of the Policyholder paying to the Company the prescribed premium for this insurance, the Company agrees subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon to indemnify any Insured Person as defined herein in respect of any insured events of this Policy occurring during the Insured Period.

The coverage provided under this Policy comprises Section 1 Households Contents and Section 2 Personal Liability only.

#### **Definitions**

1. "Company / MSIG" means MSIG Insurance (Hong Kong) Limited.
2. "HKTIA" means HKT Financial Services (IA) Limited.
3. "Policyholder" means any one of the named Affinities as declared by HKTIA to MSIG prior to the commencement of each eligible Affinity's program.
4. "Affinity / Affinities" means the company named as affinity / affinities in the Schedule.
5. "Period of Insurance" means the period specified in the Schedule for which MSIG have agreed to accept and the Policyholder have paid or agreed to pay the appropriate premium.
6. "Insured Person" means a person who presents a unique redemption code issued by the Policyholder for the entitlement of this Home Contents and Emergency Assistance Protection, which can be accessed through Policyholder's App or platform or any other forms as arranged and agreed with the Policyholder and MSIG from time to time, on the date on which a claim under this Policy is made by the Insured Person to the Company.
7. "Insured Period" the duration of coverage and as one of 24, 30, 36 months starting from coverage start date as indicated by the Policyholder.
8. "Accidental Loss (of) or Damage (to)" means physical loss or damage caused by an inevitable, unusual, unforeseen, and unexpected event, which independent of any other cause is the sole and direct cause of the loss and damage. Intentional loss or damage is excluded.
9. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
10. "Insured Person's Home" means the premises in Hong Kong stated as the home or residential address of the Insured Person on the bill or statement (whether in paper or electronic form) issued by the Policyholder to the Insured Person within 30 days prior to or from the date on which a cause for a claim by the Insured Person under this Policy accrues.  
  
Provided that the Insured Person's Home
  - i) must be the private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete, and is aged 50 years or below.
  - ii) must not be a sub-divided flat, sub-let flat, a houseboat nor mobile home.
  - iii) must not contain illegal structures or unauthorized building works.
11. "Household Contents" means all Insured Person's furniture (including pianos), furnishings, household goods and appliances (including household appliances hired by Insured Person or Insured Person's Family), Personal Effects, Valuable Property and Household Improvements, but excluding:
  - a. motor vehicles (other than lawnmowers 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 but not limited to satellite antennae, external television and radio antennae aerials fittings masts and towers, drone;
  - f. mobile/portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers (unless otherwise specified in this Policy);
  - g. property in the course of removal or transit;
  - h. properties which are held or used in connection with any profession, business or employment, or are insured under a separate insurance policy;
  - i. 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;
  - j. Money, deeds, bonds, bills of exchange/ promissory notes, securities or negotiable instruments of any kind, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, lottery tickets, records or computer records or software, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
  - k. any collection of stamps, coins or medals;
  - l. any pair of sunglasses or eyeglasses, items of crystal and precious stones, works of art, Chinaware, curios, bottle of wine or liquor, any one piece / set / collection of glass, china, porcelain, earthenware or other similar items of a fragile nature;
  - m. Household Contents contained in or on balcony, patio, terrace, roof, verandah, forecourt or backyard of Insured Person's Home or in the open generally;
  - n. any part of the structure of Insured Person's Home;
  - o. drains and pipes;
  - p. unauthorized building works or constructions or structures.
12. "Household Improvements" means improvements and betterments on walls, windows, ceiling, floors and doors made by Insured Person or Insured Person's Family within Insured Person's Home.
13. "Money" means cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, all held for social or domestic purposes.
14. "Personal Effects" means articles of personal use specifically designed to be worn or carried, belonging to Insured Person or any member of Insured Person's Family, but excluding:
  - a. property more specifically insured under another insurance policy.
  - b. deeds, bonds, bills of exchange/ promissory notes, securities or negotiable instruments of any kind, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, business, professional or trade goods or equipment;
  - c. mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers (unless otherwise specified in this Policy);
  - d. contact lenses, dentures, prostheses, camping equipment or guns tool;
  - e. Valuable Property, Money, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
  - f. musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
  - g. clothing and equipment used for sporting purposes while in use;

- h. food and drinks;
- i. any collection of stamps, coins or medals;
- j. any pair of sunglasses or eyeglasses, items of crystal and precious stones, works of art, Chinaware, curios, bottle of wine or liquor, any one piece / set / collection of glass, china, porcelain, earthenware or other similar items of a fragile nature.

15. "Schedule" means the document specifying details of the Policyholder and the insurance provided. The Schedule forms part of the Policy.
16. "Valuable Property" means jewellery, items of gold, silver or other precious metals, watches (exclude Octopus watch), photographic equipment, binoculars, furs, musical instruments (excluding pianos).
17. "Insured Person's Family" means Insured Person's spouse, children, parents and relatives normally living with Insured Person at Insured Person's Home.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other gender.

## SECTION 1 – HOUSEHOLD CONTENTS

### WHAT IS INSURED

The Company will cover Insured Person and Insured Person's Family in respect of the insured Household Contents while in Insured Person's Home against any Accidental Loss or Damage during the Insured Period and as declared by the Policyholder during the Period of Insurance unless the cause is specifically excluded.

### WHAT IS NOT INSURED

The Company do not cover:-

- 1) loss or damage caused by, resulting from or in connection with: -
  - a) wear and tear, inadequate maintenance;
  - b) mildew, fungus, rot, corrosion, rust, gradual deterioration;
  - c) change in temperature, color, flavor, texture or finish;
  - d) insects, vermin, animals, birds;
  - e) atmospheric or climatic conditions, action of light;
  - f) cleaning, repairing, restoring;
  - g) chipping, scratching or denting;
  - h) domestic animals which Insured Person or Insured Person's Family own or are in your custody or control;
  - i) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - j) inherent fault or defective workmanship, defective material or design;
  - k) mysterious disappearance or unexplained loss or damage;
  - l) deliberate or malicious acts committed by Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's Family;
  - m) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - n) disappearance/loss of any item unless following a forcible and violent entry to or exit from Insured Person's Home which has been reported to the police authority in person within 24 hours of discovery.
  - o) theft by Insured Person, Insured Person's Family, any employees of Insured Person or Insured Person's Family, or any person entered to Insured Person Home with the consents of Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's Family.
  - p) infidelity or dishonesty on the part of Insured Person, Insured Person's Family or any employees of Insured Person or Insured Person's Family;
  - q) landslip, subsidence or erosion;
  - r) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
  - s) pressure waves caused by aircraft or other aerial devices;
  - t) seepage of water unless caused by typhoon, windstorm or rainstorm;
  - u) Insured Person's Home or any part of it is let or sub-let, or is subdivided flat;
  - v) deterioration of food or drinks.
- 2) 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) if the Insured Person's Home is not occupied by Insured Person and Insured Person's Family.

### BASIS OF SETTLEMENT OF CLAIMS

Settlement of claims may be made by repair, reinstatement, payment or replacement as new. The Company will not pay more than:

- 1) HK\$10,000 for any one piece, set or collection of Valuable Property,
- 2) HK\$20,000 for any one piece, pair or set of Household Contents (other than those mentioned in 1) above),

subject to an aggregate limit of HK\$20,000 for each period of 12 months during the Insured Period.

If an item is partially damaged and can be economically repaired, settlement of claims shall be made by repair by the Insured Person, and the Company shall pay the costs of making such repairs.

If a damaged item can be repaired but the repair is not carried out by the Insured Person, the Company 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 economically repaired, the Company will at its option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

In case of loss of or damage to any item or items, which form(s) part of a pair, a set, or a collection of the insured property, the Company will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair, a set or a collection, and in any event not more than a proportionate part of the sum on the pair, a set or collection. Under no circumstances such loss or damage shall be construed to mean total loss of the pair, the set or the collection.

Notwithstanding the above, the Company do not have to repair or replace Insured Person's Household Contents exactly as they were but will ensure that such repaired or replaced Insured Person's Household Contents (as the case may be) are reasonably comparable with their original condition as long as it is practicable to do so.

### OTHER BENEFITS PROVIDED

#### 1) ACCIDENTAL DAMAGE TO MOBILE PHONE / TABLET OR LAPTOP COMPUTER

The Company will indemnify Insured Person or Insured Person's Family for Accidental Damage to mobile phone, portable telecommunication equipment, tablet or laptop computer (including any accessories attached to it at the time of the damage) owned and carried by Insured Person or Insured Person's Family occurred in Insured Person's Home during the Insured Period.

The Company will not pay more than HK\$2,000 any one mobile phone/portable telecommunication equipment/ tablet or laptop computer any one occurrence and in aggregate for each period of 12 months during the Insured Period.

The Company do not cover :

- i) theft or accidental loss;
- ii) damage due to wear and tear, gradual deterioration, chipping, scratching or denting;
- iii) damage due to mechanical or electrical failure or breakdown;
- iv) damage which can be recovered from any other sources including but not limited to the recovery from manufacturer or retailer of the mobile phone/portable telecommunication equipment/ tablet or laptop computer;
- v) damage to items specifically insured under separate insurance policy;
- vi) liquid damage.

This benefit is not applicable to any Insured Person's Family who is aged below 18 at the time of the damage.

## 2) ALTERNATIVE HOTEL ACCOMMODATION

In the event of Insured Person's Home being rendered uninhabitable due to fire or flood occurred in Insured Person's Home and insured under this Section, the Company will pay the Insured Person the necessary and reasonable cost incurred for hotel accommodation.

The Company will not pay more than HK\$2,000 per night and maximum of 2 nights for each period of 12 months during the Insured Period.

## 3) HOME ASSISTANCE

The Company will reimburse the following costs incurred by Insured Person in the case of emergency during the Insured Period.

- i) Electrical Assistance – the cost of repairing the failure of the main switch installed in Insured Person's Home.
- ii) Plumbing Assistance – the cost of repairing the clogged water supplies or water draining system and the leaking water pipes (excluding taps) in Insured Person's Home.
- iii) Locksmith Assistance – the cost of opening the main doors and/or repairing the main door lock if Insured Person or Insured Person's Family are accidentally locked outside Insured Person's Home.
- iv) Air Conditioner Engineer Assistance – the cost of repairing the air conditioning units installed in Insured Person's Home in the event of failure (excluding freezing agent or leakage).

The Company will not pay more than HK\$1,000 per claim and maximum of 1 claim under this "Home Assistance" benefit for each period of 12 months during the Insured Period.

## **LIMIT OF INDEMNITY**

The Company's maximum liability under this Section and under "Other Benefits Provided" shall not exceed HK\$20,000 for each Insured Person's Home for each period of 12 months during the Insured Period.

The Company shall only be liable for the loss or damage up to five (5) articles for each claim and up to three (3) claims for each Insured Person's Home for each period of 12 months during the Insured Period.

## **SECTION 2 - PERSONAL LIABILITY**

### **WHAT IS INSURED**

The Company will indemnify Insured Person and Insured Person's Family against all sums for which Insured Person and Insured Person's Family become legally liable:

- a) as a private householder occupying Insured Person's Home
- b) as an owner of Insured Person's Home if it is occupied by Insured Person and Insured Person's Family only

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 Insured Period and within Hong Kong.

The Company will also pay the legal costs and expenses recoverable by any claimant from Insured Person and all costs and expenses incurred with the Company's written consent.

### **WHAT IS NOT INSURED**

The Company do not cover any liability in respect of: -

- 1) bodily injury to Insured Person or Insured Person's Family or any person in the service of Insured Person or Insured Person's Family;
- 2) loss of or damage to property belonging to or in the custody or control of Insured Person or Insured Person's Family or any person in the service of Insured Person or Insured Person's Family;
- 3) the ownership, occupation or use of any land or building other than Insured Person's Home;
- 4) loss of or damage to property being that part of the property or building on which Insured Person or any employee or agent of Insured Person 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 property or building;
- 5) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- 6) the exercise of any business, trade, profession or employment;
- 7) the ownership, possession, driving or use of mechanically propelled vehicles, aircrafts (including drone), watercrafts, lifts or elevators;
- 8) the ownership, use or possession of any animals other than domestic dogs or cats;
- 9) 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;
- 10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- 11) fines, penalties, punitive or exemplary damages;
- 12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at Insured Person's Home.
- 13) a breach of any duty imposed by law in relation to
  - a) any building within the meaning of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) erected in contravention of that Ordinance; or
  - b) any building works, or street works, carried out in contravention of the Buildings Ordinance (Cap.123 of the Laws of Hong Kong);
- 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) 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.

### **TENANT'S LIABILITY EXTENSION**

The Company will also cover Insured Person's legal liability arising out of or in connection with damage caused by or resulting from fire, explosion, storm and typhoon:

- i) to Insured Person's Home or part thereof not belonging to Insured Person but whilst under Insured Person's occupation;
- ii) to the Contents of Insured Person's Home or part thereof not belonging to but in charge of / by Insured Person or under Insured Person's control but in no case is Insured Person's legal liability as bailee is included.

### **OWNER'S LIABILITY IN COMMON AREA**

The Company will also cover Insured Person against Insured Person's proportional Owner's legal liability in respect of the Common Parts of the Building of which Insured Person's Home forms part.

The expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance (Cap. 344 of the Laws of Hong Kong) (referred to hereinafter as "the Ordinance").

The indemnity is provided only under the following conditions: -

- i) this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
- ii) where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

The Company will only indemnify Insured Person in respect of Insured Person's separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance.

### **LIMIT OF LIABILITY**

The Company liability under this Section for all sums inclusive for all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$1,000,000 for each period of 12 months during the Insured Period.

The Company may in connection with any one claim or number of claims arising out of one occurrence pay to Insured Person the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter The Company shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

### **General Exclusions**

1) The Company will not cover any accident, loss, damage or liability which occurred or existed before the Insured Period

2) Unoccupied Home

The Company will not cover any accident, loss, damage or liability if Insured Person's Home is unoccupied or has not been lived in by any person for more than 30 consecutive days immediately prior to the date on which a cause for a claim by the Insured Person under this Policy accrues.

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:

3) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons

- a) ionising radiations from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

4) War and Terrorism Risks

- 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
  - the use or threat of force, violence and/or
  - 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.

5) Political Risks

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,

provided that the Company is not relieved of any liability to Insured Person in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- c) the destruction of property by order of any public authority.

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

7) Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss;
  - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
  5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
  6. Cyber Incident means:
    - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
    - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
  7. Computer System means:
    - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
  8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 8) Date Recognition
- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
  - b) media or systems used in connection with any of the foregoing,

whether your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of



- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above,

but this exclusion 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 Contingency (as defined hereunder) arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

1) Household Contents

This exception does not apply in respect of the following Section, if provided by this Policy.

2) Personal Liability

**DEFINITION**

For the purpose of this exclusion only, "Defined Contingency" shall mean 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, theft, volcano, freeze or weight of snow.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Communicable Disease Exclusion (Applicable to Section 1 - Household Contents)

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

General Exclusion for Cleaning Cost – Communicable Disease (Applicable to Section 1 - Household Contents)

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

Communicable Disease Exclusion (Applicable to Section 2 - Personal Liability)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

If the Company allege that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

**General Conditions**

1. **Prevention of Loss**  
The Insured Person, Insured Person's Family and any other person to whom indemnity shall have been provided under this policy must comply with all statutory obligations and take all reasonable precautions to prevent loss or damage or accident, maintain any insured property in good condition and sound repair, and recover any missing property.
2. **Reckless or Wilful Act**  
The Insured Person or Insured Person's Family must not cause or facilitate loss to the insured property or its Household Contents or injury or liability by any reckless, wilful, malicious, criminal or unlawful act. If this obligation is not fulfilled, the Company may decline any claim the Insured Person make.
3. **Claims Conditions**  
When a claim occurs or is likely to occur, the Insured Person must advise the Company in writing as soon as possible and within 30 days from the date on which a cause for a claim by the Insured Person under this Policy accrues.

Insured Person must provide the following information and documents to the Company in respect of each claim:

- i) the unique redemption code which can be accessed through Policyholder's App or platform or any other forms arranged by the Policyholder for the entitlement of this Home Contents and Emergency Assistance Protection.
  - ii) the latest bill or statement (whether in paper or electronic form) issued by the Policyholder to the Insured Person within 30 days prior to or from the date on which a cause for a claim by the Insured Person under this Policy accrues and showing the home or residential address of the Insured Person.
- a) For loss or damage claims the Insured Person must:
    - i) at his/her expense provide the Company with all certified information and/or evidence as the Company 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 the Insured Person must:
    - i) send to the Company any letter, claim writ or summons immediately when it is received.
    - ii) advise the Company immediately when the Insured Person have knowledge of any impending prosecution inquest or fatal inquiry.
    - iii) not make any admission, offer or promise of payment without the Company's consent and the Company shall be entitled if the Company do so desire to take over and conduct in the Insured Person's name the defence or settlement or handling of any claim and the Insured Person shall give all such information and assistance as the Company may require.

4. **Salvage and Abandonment**  
On the happening of damage in respect of which a claim is made the Company may take possession of or require to be delivered to the Company any insured property and deal with such property for all reasonable purposes and in any reasonable manner. No insured property may be abandoned to the Company whether taken possession of by the Company or not.
5. **Waiver of Claim**  
The Insured Person shall not become a party to any agreement the effect of which is that the Insured Person waives, limits or qualifies any claim in any way which the Insured Person would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured Person for which indemnity is provided by this Policy.
6. **Misrepresentation/ Fraud**  
If the Insured Person or anyone acting for the Insured Person makes a claim under the Policy knowing the claim to be false, dishonest or exaggerated in any way, the Company will not pay the claim and all cover under this Policy shall cease immediately.

If there is any misrepresentation or omission to inform the Company of any material information at the time of making a claim, whether it is intentional or not, the Company shall not be liable under the Policy.

**7. Change in Risk**

Unless previously agreed in writing by the Company no claim shall be recoverable hereunder if there is any material change to the condition of the risk as existed at the time of acceptance.

During the Insured Period, the Insured Person must advise the Company of any change made to Insured Person's Home including but not limited to the contract work carried at Insured Person's Home, any permanent move of the Insured Person's Home, or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

**8. The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person or his/her representative shall be conditions precedent to any liability of the Company to make any payment or to provide indemnity under this Policy.**

It is a condition precedent to any liability of the Company that at the time of effecting this Policy, Insured Person and Insured Person's Family are not aware of any circumstances which is likely to give rise to a claim.

**9. The Company and the Policyholder may cancel this Policy by giving one (1) month' notice by registered post to the other party at the last known address and in such event, subject to the Premium Adjustment Clause, no premium refund will be made under this Policy. Termination shall be without prejudice to any claims occasioned during the Period of Insurance, and before the effective date of such termination.**

In the circumstances of termination of this Policy by the Company or the Policyholder, according to the existing terms, limits, exceptions and conditions, all existing insurance contract shall continue until expiration of their respective Insured Period or the events stated in Conditions 10 below, whichever is the earliest.

**10. Coverage of any one Insured Person shall terminate forthwith on the earliest of the following events:**

- a. the termination of coverage for the Insured Person by the Policyholder;
- b. the termination of coverage by the Insured Person;
- c. when the Insured Person ceases to be the customer of the Affinity;
- d. the death of the Insured Person.

**11. Arbitration**

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**12. Subrogation**

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured Person regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured Person for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured Person shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any money recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

**13. Other Insurance**

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured Person who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the limit of liability of the Policy, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

**14. Jurisdiction Clause**

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

**15. Governing Law**

This Policy is to be construed according to the laws of Hong Kong.

**16. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance**

Any person or entity who is not a party to this Policy (other than the Insured Persons) 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.