

SPECIMEN

HOME PROTECTION INSURANCE POLICY

THIS POLICY IS A CONTRACT BETWEEN THE COMPANY AND YOU, THE POLICYHOLDER

THIS POLICY APPLICATION FORM AND DECLARATION WHICH YOU SIGNED IS THE BASIS OF THIS CONTRACT

WE WILL PROVIDE INSURANCE IN THE TERMS, CONDITIONS AND EXCLUSIONS SET OUT IN THIS POLICY. THE CERTIFICATE OF INSURANCE AND ANY SUBSEQUENT ENDORSEMENT INCLUDING CLAUSES AND MEMORANDA ATTACHED ARE FORMING PART OF THIS POLICY. THIS POLICY COVERS ACCIDENTAL LOSS, DAMAGE OR LEGAL LIABILITY WHICH MAY OCCUR DURING ANY PERIOD OF INSURANCE.

THE DUE OBSERVANCE AND FULFILMENT OF THIS TERMS., CONDITIONS AND ENDORSEMENTS OF THIS POLICY IN SO FAR AS THEY RELATE TO ANYTHING TO BE DONE OR COMPLIED WITH BY YOU AND THE TRUTH OF THE STATEMENTS AND ANSWERS IN THE SAID APPLICATION SHALL BE CONDITIONS PRECEDENT TO ANY LIABILITY OF THE COMPANY TO MAKE ANY PAYMENT UNDER THIS POLICY.

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DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.

COMPANY / US / WE / THE INSURER

China Ping An Insurance (H.K.) Company Limited

YOUR FAMILY

Your spouse, children, parents and other relatives normally living with you.

CLAIM PAYMENT

The amount we agree to pay you for any claim arising from an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount we will pay for any one claim is the limit of indemnity.

REINSTATEMENT SETTLEMENT

The cost of repairing the damaged property or replacing the property which is lost or damaged beyond repair with an article of the same kind. The maximum amount we will pay for any one claim is the limit of indemnity.

INDEMNITY SETTLEMENT

The cost of replacement or repair of that part of the insured property lost or damaged less an amount for wear and tear or depreciation. We will also take into account any improvement directly resulting from the replacement or repair.

CONTENTS

Anything in or on the buildings including furnitures, fixtures, fittings & wall-paper forming the Home belonging to you, your domestic staff or for which you or your family are responsible, but we do not cover:

- a) Motor vehicles (other than Lawnmovers and pedestrian controlled gardening implement, motorcycles, caravans, watercraft (other than hand-propelled), trailers, and their accessories when on them.
- b) Livestock and pets and animals.
- c) Standing timber, growing crops & plants.
- d) Landlord's fixtures and fittings.
- e) Securities, money, certificates and documents, stamps collection.
- f) Specially held items.
- g) Mobile/portable radio telecommunication equipments e.g. mobile/ portable telephones and pager.
- h) The Value to You of the information contained in audio, video or computer disc, tapes or cassettes and/or the lost of their restoration.

HOME

The building of the house or flat situated in Hong Kong and named in the Schedule of the Policy.

MONEY

Coins, currency notes, banks notes, postal stamps in current use not forming part of a stamp collection, cheques, postal or other money order belonging to you or any member of your family, but not specially held items.

PERIOD OF INSURANCE

The period specified in the Certificate of Insurance for which we have agreed to accept, and you have paid or agreed to pay a premium.

PERSONAL EFFECTS

Articles of personal use specifically designed to be worn or carried, belonging to you or any member of your family.

YOU / YOUR / POLICYHOLDER

The person or persons named in the Schedule of the Policy.

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.

SPORTS EQUIPMENT

Articles of personal use, including clothing, belonging to you or any member of your family, specially designed to be used for any sporting activity but not:

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

UNINSURABLE RISKS

- a) scratching, denting, rust, corrosion, wear and tear or depreciation
- b) rot, fungus, woodworm, beetle, moth, insects or vermin
- c) mechanical or electrical fault or breakdown
- d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring
- e) any other gradually operating cause
- f) consequential loss or damage of any kind or depreciation
- g) infidelity or dishonesty on the part of you, your family or any of your employees
- h) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light

UNOCCUPIED

- a) is insufficiently furnished for normal living purposes or
- b) has not been lived in for more than 45 consecutive days.

VALUABLES

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments (not pianos) belonging to you or any member of your family, but not specially held items.

CERTIFICATE OF INSURANCE

Details of the policyholder's name, address, location of risk, and limit of indemnity issued to you.

SECTION 1 – CONTENTS

Contents belonging to you or to members of your family are insured whilst contained in your Home, against any accidental physical loss or damage, but we do not cover.

- 1) Theft
 - a) if the home is unoccupied.
 - b) if the home or any part is lent or let unless force is used to enter the home.
 - c) theft by deception unless deception is used to enter the home.
- 2) Malicious Damage or Vandalism
 - a) if the home is unoccupied
 - b) by a person lawfully in the home.
- 3) Escape of water or oil from any washing machine, dishwasher of fixed domestic water or heating installation if the home is unoccupied.
- 4) Damage to specially held items
- 5) Damage arising from uninsurable risks.
- 6) Damage occurring if the home or any part is lent or let.
- 7) 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.
- 8) Contents separately and specially insured in any other policy.

OTHER BENEFITS PROVIDED

1) ALTERNATIVE ACCOMMODATION

In the event of your home being rendered uninhabitable resulting from any insured peril under this Section 1, we will pay the cost incurred for reasonable temporary accommodation.

Any claim payment will not be more than HK\$1,500 per day and in the aggregate not more than HK\$50,000 during each Period of Insurance.

2) TEMPORARY REMOVAL

We will cover the Contents whilst in temporary removal from your home for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or public ferry, and within the Territory of Hong Kong subject to the terms, conditions and exceptions of this policy.

We do not cover the first HK\$250 of each and every claim.

Any claim payment will not be more than HK\$50,000 and in the aggregate during each Period of Insurance.

3) DOMESTIC SERVANTS PROPERTY

We will pay for accidental loss of or damage to clothing and personal effects of your domestic servants normally residing with you whilst such properties are contained in your home but we do not cover loss due to failure to observe the terms and conditions of the policy by your domestic servant as if he or she were you.

We do not cover the first HK\$250 of each and every claim.

Any claim payment will not be more than HK\$10,000 and in the aggregate during each Period of Insurance.

4) STORAGE OF FURNITURE

We will pay for accidental loss of or damage to the Contents whilst they are in temporary storage for up to 7 days in a furniture depository, but we do not cover

- valuables
- specially held items
- China, glass, earthenware and other items of a brittle nature unless they have been packed for removal by professional packers.
- the first HK\$250 of each and every claim.

Any claim payment will not be more than HK\$50,000 and in the aggregate during each Period of Insurance.

- LOCK**
We will pay the reasonable cost incurred for the replacement and installation of window and external door locks and/or keys of the home with items that are similar but not better, following loss of or damage to key or locks due to burglary or attempt thereof subject to a maximum amount of HK\$2,000 during each Period of Insurance.
We do not cover the first HK\$250 of each and every claim.
- PERSONAL ACCIDENT BENEFIT**
We will pay HK\$50,000.00 per person if you or a member of household die within 3 months and maximum amount of HK\$5,000.00 in respect of medical expense as a direct result of fire, explosion and burglary occurring within the premises. The maximum amount payable in respect of this section per year is HK\$200,000.00.
- FREEZER CONTENT**
We will pay the loss or Damage to food in a domestic freezer or refrigerator in Your Home caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. We will also pay for loss or damage to food which has been removed from the domestic freezer or refrigerator following an incident insured by this cover.

We will not pay for:-

- Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
 - Loss or Damage resulting from willful neglect by You or Your Household.
 - Loss or Damage to food in Your refrigerator if the compressor unit is more than 5 years old from the date of manufacture.
- The maximum amount payable in respect of this section per year is HK\$5,000.00 and the maximum amount payable for each & every loss is HK\$1,000.00
- REMOVAL OF DEBRIS**
We will pay the maximum amount of HK\$10,000.00 in respect of costs and expense necessarily incurred by you in removing debris resulting from any insured peril under this section.
 - HOME REMOVAL**
The contents are insured against accidental loss or damage while they are being moved by professional furniture removers to your new home in Hong Kong. The maximum amount we will pay for this section is HK\$30,000.00 and the limited per item of content is HK\$3,000.00.

BASIS OF CLAIM PAYMENT

- A reinstatement settlement will be made.
- An indemnity settlement basis will be applied if
 - claims are on clothing, furs, pedal cycles and sports equipment;
 - you decide not to re-instate, repair or replace the Contents.
- Any claim payment will not be more than:-
 - HK\$100,000 for any single item of furniture or domestic appliance.
 - HK\$10,000 for any single item of Valuable and subject to an aggregate limit of HK\$100,000 during each Period of Insurance.
- The maximum amount we will pay under this Section 1 is subject to an aggregate limit of :-
 - HK\$50,000 under "Alternative Accommodation" during each Period of Insurance;
 - HK\$2,000 under "Lock" during each Period of Insurance;
 - and
 - The sum insured specified in the schedule in respect of any other claim during each period of insurance.
- Where any insured item consists of articles in a pair or set, we are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

SECTION 2A – WORLDWIDE ALL RISKS

Valuables and personal effects belonging to you or to members of your family will be insured against any accidental physical loss or damage happened anywhere in the World, but we do not cover:-

- contact or corneal lenses

- specially held items
- theft
 - by deception unless deception is used to enter the home
 - from any unattended vehicle unless all windows are securely closed and all doors and the boots are locked
 - from any open or convertible car, or a car with the sun roof open, unless kept in a locked boot.
 - of any pedal cycle away from the home not securely locked at the time of loss.
- loss of or damage to any pedal cycle while being used for racing or reliability or time trials
- malicious acts by you or your family.
- uninsurable risks
- any item of Valuables or Personal Effects separately insured in any other policy.
- detention, seizure or confiscation by customs or other officials.
- the first HK\$250 of each or every claim
- household appliances, mobile/portable telecommunication equipment including but not limited to mobile phone, pagers, personal digital assistant and computer.

OTHER BENEFITS PROVIDED

SECTION 2B – PERSONAL MONEY

We will Indemnity you against accidental loss or theft of Money anywhere in the World, but we do not cover loss:

- which are not reported within 24 hours of discovery to the local police authority
- caused by depreciation, confiscation or shortage due to errors or omissions.
- arising from uninsurable risks
Any claim payment will not be more the HK\$2,500 and in the aggregate during each Period of Insurance.

BASIS OF CLAIM PAYMENT FOR SECTION 2A AND 2B

- A reinstatement settlement will be made.
- An indemnity settlement basis will be applied if
 - claims are on clothings and furs.
 - you decide not to re-instate, repair or replace the Contents.
- Where any insured item consists of articles in a pair or set, we are not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
- The maximum amount we will pay under this Section 2 is subject to an aggregate limit of:-
 - HK\$2,500 under "Personal Money" during each Period of Insurance; and
 - HK\$15,000 in respect of any other claim during each Period of Insurance provided that we will not pay more than HK\$5,000 for any individual single item.

SECTION 2C – PERSONAL LIABILITY

We will indemnity you and your family in respect of all sums which you will become legally liable to pay as damages in respect of:

- accidental bodily injury (including death or disease) to any person
- accidental loss of or damage to property occurring during the Period of Insurance and within the geographical limits.

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

Our liability under this section for all sums payable arising out of one occurrences or series of occurrences consequent on one source or original cause will not be more than HK\$5,000,000 but we do not indemnity you in respect of:

- Bodily injury to you or your family or any person in the service of you.
- 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.
- Liabilities arising from the ownership, occupation or use of any land or building other than your home specified in the schedule.
- Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- The exercise of any trade profession or employment other than the employment of domestic servants in your service.
- The ownership, possession, driving or use (other than use as a passenger having no right or control) of mechanically-propelled vehicles, aircraft, or watercraft.
- The use of any horse for hunting, racing or polo.
- The ownership, use or possession of any animal other than domestic dog or cat.
- (i) Personal Injury or Bodily Injury or loss of, or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination,

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provided always that this paragraph (i) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

- (ii) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (iii) Fines, penalties, punitive or exemplary damages

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 for which such claim or claims can be settled and thereafter we 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.

GEOGRAPHICAL LIMITS

- a) Hong Kong and/or Macau
- b) Worldwide (excluding USA & Canada) in respect of temporary visits of not exceeding 60 consecutive days each visit.

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.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If we are obliged by the legislation to pay an amount for which we would not otherwise be liable under this section of the Policy you shall repay the amount to us.

CONDITIONS

CLAIMS CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- a) When a claim occurs or is likely to occur you must advise us in writing as soon as reasonably possible.
- b) 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 loss by deception, theft, malicious acts or riot and civil commotion.
- c) For liability claims you must:
 - i) sent to us any letter, claim, writ or summons immediately it is received.
 - ii) advise us immediately 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 so desire to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and you shall give all such information and assistance as we may require.

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 efficient conditions and good repair any insured property.
- 2. Change in risk
During the currency of this Policy you must advise us of any change in your occupation or circumstance which would increase the possibility of loss and pay an additional premium if we require.
- 3. Cancellation
We may cancel the Policy by sending 14 days notice by registered letter to your last known address.
- 4. Arbitration
All disputes, disagreements and difference arising out of or in connection with this Policy shall be referred to and determined by the decision of an Arbitrators in Hong Kong to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators in Hong Kong one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire in Hong Kong appointed in writing by the Arbitrators before entering upon the reference. All Arbitration proceedings hereunder shall be conducted in Hong Kong. The Umpire shall sit

with the Arbitrator and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company, If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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 abandoned and shall not thereafter be thereafter recoverable hereunder.

- 5. Subrogation
The Insured shall at the request and at the expense and 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.
- 6. Contribution
If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribution more than its ratable proportion of any such claim and costs and expenses in connection therewith.

EXCLUSIONS

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This Policy or any section added subsequently does not insure loss or destruction of or damage to any property of death or bodily injury or expense or any consequential loss or liability directly or indirectly caused by or contributed to by or arising from:

- 1) Radioactive risks
 - a) nuclear weapons material
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) War risks
War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act or confiscation or nationalisation.
- 3) Sonic bangs
Pressure waves caused by aircraft and other aerial devices.

EXCESS

We do not cover the first HK\$250 of each claim. For each water damage claim, HK\$1,000 excess will be applied