



HOME INSURANCE POLICY

Please examine this Policy Jacket, the Policy Schedule and Table of Benefits. If they do not meet with your requirements, or if any information is not correctly stated, kindly return the documents to the Company and ask for the corrections to be made. Please do not hesitate to contact the Company if You are in any doubt.

1. INSURING CLAUSE

The Insured and the Company agree:

- a. This Policy Jacket, the Policy Schedule, the Table of Benefits and any Endorsement to this Policy shall be read together as one contract (this "Policy").
- b. The Terms, Conditions and Exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein.
- c. The Proposal and Declaration is incorporated in and is the basis of this Policy.
- d. The Insured shall pay the premium specified in the Policy Schedule.
- e. The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy in respect of any insured event occurring during the Period of Insurance specified in the Policy Schedule.
- f. The due observance and fulfillment of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and the truth of the contents and statements in the Proposal and Declaration, shall be conditions precedent to any liability of the Company under this Policy.

2. GENERAL DEFINITIONS

For the purpose of this Policy:

- a. "Building" shall mean the block or residential structure situated at the Insured Premises as described in the Policy Schedule and of all garages and outbuildings used solely in connection therewith and on the same premises and shall include landlord fixtures and fittings therein and the windows, walls, doors, gates, fences around, patios, terraces, hedges, paths, drives, posts and masts pertaining thereto but excluding foundations and drains.
- b. "Excess" shall mean the first amount or the percentage (if applicable) as specified in the Table of Benefits unless otherwise stated in the Policy Schedule of the adjusted loss for any claim, whichever is greater, which You must bear as You are not insured for this amount.
- c. "Home" or "Insured Premises" shall mean the private dwelling of the Insured used for domestic purpose only and specified in the Policy Schedule as the Insured Premises.
- d. "Hong Kong" shall mean the Hong Kong Special Administrative Region.
- e. "Household Contents" shall mean
 - (i) furniture, household appliance, Personal Effects, Valuables, household property of the Insured or the Insured's Family
 - (ii) furnishings
 - (iii) Household Improvements for which the Insured is legally responsible.
- f. Household Contents do not include the following:
 - (i) Money, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts and medals
 - (ii) mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts
 - (iii) animals, plants, trees or living creatures and the like
 - (iv) models, spectacles and lens including contact lens
 - (v) Building, drains, pipes, external television and radio antennae, aerials, aerial fittings and satellite dish, any unauthorized structures or building works
 - (vi) property placed in or on verandahs, balconies, patios, terraces, forecourts, roofs top or open areas
 - (vii) the value of any kinds of information, data or records
 - (viii) portable computers, portable audio/video players, portable data equipment, electronic diaries, tablets or personal data assistants while away from the Home
 - (ix) mobile or portable telecommunication equipment, mobile telephones, smart phones and pagers
 - (x) sports equipment whilst in use
 - (xi) property primarily used for business or employment-related purposes
 - (xii) property more specifically insured by any other insurance policy
 - (xiii) property in the course of removal or transit
 - (xiv) property normally located in some places other than the Home
- g. "Household Improvement" shall mean improvements and betterment on walls, ceilings, floors, windows and doors which are carried out by the Insured.
- h. "Money" shall mean cash, currency note, coins, cheques, postal orders, bankers drafts, travelers cheques, travel tickets, saving certificates, stamps, gift tokens/coupon and cash coupon, octopus card, octopus watch, electronic money.
- i. "Period of Insurance" shall mean the period of time specified in the Policy Schedule during which this Policy is effective, and You have paid or agreed to pay the premium.
- j. "Personal Documents" shall mean Hong Kong Identity Cards, Hong Kong Driving Licence, China Re-entry Permit and passports.
- k. "Personal Effects" shall mean articles of personal possessions normally worn or carried by and belonging to You or Your Family but excluding Money, Personal Documents, Valuables, smart phones, tablets, portable computers, portable audio/video players, portable data equipment, electronic diaries or personal data assistants, documents of value, credit cards, automatic teller machine cards and stored-value devices.
- l. "Policy" shall mean and refer to the entire Policy document between the Insured and the Company including Application, Proposal, Declaration submitted or made by the Insured, the Policy Jacket, the Table of Benefits, the Policy Schedule issued hereunder and any endorsements thereto.
- m. "The Insured" shall mean the Insured as named under the policy or certificate and/or any member of the Insured's Family.
- n. "Valuables" shall mean articles of gold, platinum, silver, jade, diamond, jewelry or other precious metals or stones, watches,



works of art, antique, chinaware, curios, furs and musical instruments (excluding pianos).

- o. "We" or "Us" or "Our" or "Company" shall mean California Insurance Company Limited.
- p. "You" or "the Insured" shall mean the person who contracts with the Company and named as the Policyholder in the Policy Schedule and who is insured under this Policy.
- q. "Your Family" or "the Insured's Family" shall mean your spouse, children or relatives ordinarily residing with You at the Home.
- r. "Your Domestic Helper" shall mean the domestic helper or helpers in the Insured's employ who is/are residing with You at the Home.

3. BENEFIT PROVISIONS

All Benefits payable to the Insured pursuant to Sections 1 below are subject to the maximum limits, sub-limits and sum insured as stated in the Table of Benefits AND the terms, conditions, exclusions and Excess of this Policy.

SECTION 1 – HOUSEHOLD CONTENTS

BASIC COVERAGE

This Policy will cover You and Your Family in respect of the insured Household Contents while in the Home against any unforeseen sudden accidental physical loss or damage unless the cause of such loss or damage is excluded in this Policy.

EXTENSION BENEFITS

The maximum liability of the Company payable under the basic coverage and the following extensions will not exceed the sum insured of Basic Coverage as stated in the Table of Benefits.

- 1) **Removal of Debris**
The Company will pay the costs and expenses necessarily incurred by the Insured with the consent of the Company in:
 - a) removing debris,
 - b) dismantling and/or demolishing,
 - c) shoring up or propping,of any portion or portions of the insured Household Contents.
- 2) **Replacement of Locks or Windows**
The Company will pay the necessary and reasonable expenses incurred for the replacement and installation of windows and door locks and/or keys for the main entrance(s) to the Home following loss of or damage to the items due to burglary or attempted theft.
- 3) **Personal Effects (Hong Kong only)**
This Policy will extend to cover Personal Effects against all unforeseen and sudden accidental physical loss or damage anywhere in Hong Kong while carried by You or Your Family.
The Company will not be liable for the losses if properties was leaving behind or unattended.
- 4) **Loss of Money or Unauthorized use of credit cards**
This Policy will extend to cover loss of Money or loss resulting in unauthorized use of credit cards belonging to You or Your Family within Hong Kong during the Period of Insurance provided that the loss is caused by fire, or burglary or robbery or theft leaving forcible violent and visible marks.
The Company will not be liable for any of the following losses:
 - a) loss resulting from unauthorized use by You or Your Family
 - b) loss that can be recovered from any other source
 - c) loss not reported to the police within 24 hours of discovery of the loss
- 5) **Personal Documents**
The Company will pay for the replacement costs of Personal Documents belonging to You or Your Family against accidental loss anywhere in Hong Kong.
- 6) **Household Removal or Temporary Removal**
This Policy will extend to cover the loss of or damage to the insured Household Contents while they are being moved by professional removers to a new risk of location insured with Us within Hong Kong up to two (2) days from the first day of such household removal, or while temporarily removed from the Home for the purpose of professional cleaning, repair or renovation or maintenance within Hong Kong up to fourteen (14) days from the first day of such temporary removal, provided that the loss or damage shall not be covered under any other policy. The Company shall not be liable for loss of or damage to property removed for exhibition or sale.
- 7) **Damage to Frozen Food**
The Company will pay the replacement cost of frozen food in the Insured's refrigerator situated at the Home due to deterioration caused by a change in temperature of the refrigerator, provided that the Company shall not be liable for
 - a) loss or damage resulting from the deliberate act of any person or the electricity supply company; or
 - b) loss or damage caused by the failure of the refrigerator which is more than five (5) years old.
- 8) **Domestic Helper's Property**
This Policy will cover Personal Effects of Your Domestic Helper whilst such properties are situated in the Home provided that the loss is caused by fire, robbery or burglary accompanied with forcible violent and visible marks on the Home.
- 9) **Outdoor Property**
The Policy will extend to cover accidental loss or damage to Home Contents whilst contained in or on verandahs, balconies,



patios, terraces or forecourts of the Building and in the open generally.

ADDITIONAL BENEFITS

1) **Alternative Accommodation**

In the event of the Home being rendered uninhabitable due to accidental loss or damage insured under this Section, the Company will pay the necessary and reasonable expenses for alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the Home.

This Policy will not cover any expenses incurred as a result of the Home being rendered uninhabitable by decoration without any physical loss or damage covered under this Section prior to such decoration.

2) **Accidental Death Benefit**

This additional benefit covers bodily injury suffered by You or Your Family whilst in the Home caused by violent external and visible means and sustained as a result of fire or caused by robbery where such bodily injury shall within three (3) calendar months result in the death of You or Your Family. Where compensation is payable under this additional benefit in respect of the death of more than one Insured Person arising out of the same event, the aggregate of the compensation payable in respect of the death of each of the Insured Person is subject to the maximum limit payable for this benefit, which compensation shall be apportioned in equal shares.

LANDSLIP AND SUBSIDENCE EXTENSION

Notwithstanding anything contained herein to the contrary, this Policy shall extend to cover loss of or damage to Household Contents while in the Home directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Policy Schedule but EXCLUDING:

- 1) 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 five (5) years of the completion of such works;
- 2) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip;
- 3) 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 Household Contents;
- 4) loss or damage directly occasioned by defective design or workmanship or the use of defective materials;
- 5) consequential loss or damage of any kind or description; and;
- 6) the first HKD10,000 or 10% of adjusted loss for each and every claim occurring within each and every separate period of 72 consecutive hours during the Period of Insurance.

Warranted that:

- 1) The Insured shall maintain the property insured in sound repair and shall take all responsible steps to prevent damage occasioned by perils covered hereby.
- 2) The Insured shall maintain any man-made slope and retaining wall for which the Insured 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) The Insured shall notify the Company immediately of:
 - a) any excavations commenced beneath, around or in the vicinity of the Insured Premises. In such event the Company shall have the right to vary or cancel the cover provided under this Policy; and
 - b) the operation of an insured peril affecting any part of the site where the Insured Premises is situated (whether or not the property insured is involved) or its nearby surroundings.

EXCLUSIONS APPLICABLE TO SECTION 1

The Company shall not be liable for:

- 1) Loss or damage caused by any of the following:
 - a) wear and tear
 - b) mildew, mold, moisture, rot, corrosion, rust, gradual deterioration, market depreciation, the action of light or atmosphere and gradually operating causes
 - c) insects, vermin, animals
 - d) dyeing, cleaning, repairing, restoring, renovation
 - e) scratching, marring or denting
 - f) breakdown and/or mechanical malfunction of electrical appliances and computer equipment
 - g) inherent fault or latent defect, defective workmanship materials or design, or deformation
 - h) misuse or use contrary to manufacturer's instruction or specification
 - i) change in temperature other than change in temperature of refrigerator covered in Extension Benefit 7) "Damage to Frozen Food" above, color, flavor, texture or finish
 - j) landslip and subsidence
 - k) theft or attempted theft not accompanied with forcible or violent entry to or exit from the Home leaving visible marks
 - l) consequential loss or damage of any kind
 - m) mysterious disappearance or unexplained loss
 - n) detention, seizure or confiscation by customs or other officials
 - o) loss of or damage to electrical equipment and wiring caused by electrical current or power surge
 - p) deception or conspiracy
- 2) Any loss or damage occasioned by seepage into and/or pollution and/or contamination of the property insured unless the property insured is the subject of physical loss or damage directly resulting from seepage and/or pollution and/or contamination occasioned by a sudden identifiable unintended and unexpected event of a peril otherwise insured under the policy.



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However, the costs of cleaning up or decontamination of the environment (land, air or water) shall be excluded from the coverage of this Policy.

LIMITATION OF COVER APPLICABLE TO SECTION 1

If the Home is not occupied by You and Your Family, the Company will only pay for loss caused by fire, explosion, lightning, storm, flood, riot, labor disturbance, aircraft and other aerial or spatial devices or articles dropped from them, landslip and subsidence, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leakage from any water system or installation in the Home. Provided always that if the Home shall remain unoccupied for more than sixty (60) consecutive days, the cover will be limited to the aforesaid perils except burglary.

BASIS OF SETTLEMENT OF CLAIMS

- 1) Settlement of claims may be made by payment or at Our option by reinstatement or repair or replacement. Unless shown separately in the Table of Benefits, the Company will not pay more than the maximum limit of any items as stated in the Table of Benefits.
- 2) The Company does not have to repair the property insured to such extent as they exactly were before the damage but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.
- 3) The Company will pay for the full replacement or repair cost of furniture, furnishings and home appliances if the same is not more than five (5) years old and the full cost of Household Improvement to the Home if the same was carried out not more than five (5) years ago, otherwise, the Company will indemnify You for the market value of the damaged property at the time of the loss.
- 4) In case the Insured fail to furnish Us with documentary proof or choose not to replace the claimed item after any loss or damage, depreciation will thus be applied and the rate of depreciation shall be determined at the Company's discretion. If the claim is not substantiated by documentary proof such as a receipt, the item limit payable in respect of Household Contents and the extension benefits for Personal Effects under Section 1 shall be one third of the item limit as stated in the Table of Benefits.

SECTION 2 – PUBLIC LIABILITY

BASIC COVERAGE

The Company will indemnify You and Your Family for compensation that You and Your Family will become legally liable to pay for:

- 1) Owner's and Occupier's Liability – as owner of Your Home or as lawful occupier of Your Home in respect of accidental death or bodily injury to third party or accidental loss of or damage to third party's property in Hong Kong; and;
- 2) Personal Legal Liability – as individuals for accidental bodily injury to third party or accidental damage to third party's property in Hong Kong and anywhere outside Hong Kong provided that the period outside Hong Kong shall not exceed thirty (30) consecutive days.

For Section 2, the Company shall also pay the legal costs and expenses recoverable by any claimant from You and all costs and expenses incurred with Our prior written consent.

EXCLUSIONS APPLICABLE TO SECTION 2

- 1) The Company shall not be liable for:
 - a) bodily injury to You or Your Family or any person in the service of You or Your Family
 - b) loss of or damage to property belonging to or in the care, custody or control of You or Your Family or any person in the service of You or Your Family
 - c) fines, penalties, punitive or exemplary damages
- 2) This Policy will not cover any liability arising out of or in connection with:
 - a) the ownership, occupation or use of any land or building other than the Insured Premises
 - b) any agreement to make payment by way of indemnity or otherwise unless such liability would be attached in the absence of such agreement
 - c) the exercise of any trade, profession or employment other than the employment of domestic servant in your service
 - d) the ownership, possession, driving or use of any mechanically propelled vehicles, aircrafts or watercrafts
 - e) the ownership, possession, or use of any unmanned aircraft including but not limited to drones and radio-controlled aircraft
 - f) the ownership, use or possession of any animals other than domestic dogs or cats allowed to be kept at your Home under the Deeds of Mutual Covenants and the rules and regulations imposed by the management office of the building wherein the Home is situated
 - g) any unauthorized structures and/or unauthorized building erection demolition repair installation and renovation works on or within the Building. For the purpose of this exclusion, the meaning of unauthorized structures and/or unauthorized building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.
- 3) Seepage Pollution and Contamination Exclusion
This Policy will not cover any liability for
 - a) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination; and
 - b) the cost of removing, nullifying or cleaning-up seeping, polluting or contamination substances.



except where the seepage, pollution or contamination is caused by a sudden identifiable unintended and unexpected happening during the Period of Insurance of this Policy.

LIMIT OF INDEMNITY

The liability of the Company for all compensation payable in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source shall not exceed the amount specified in the Table of Benefits. The Company may in connection with anyone claim or 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 lesser 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

The following Exclusions are applicable to all Sections in this Policy. This Policy shall not cover the following

1) WAR AND TERRORISM

Loss, damage, cost or expenses 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, nationalization, confiscation, requisition, seizure or destruction by the government, municipal, local or any public authority; or
- b) any act of terrorism.

For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above. Regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination; or
 - b) missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of a), "biological or chemical contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

2) RADIOACTIVE CONTAMINATION

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3) SONIC BANGS

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4) IT CLARIFICATION

- a) Loss of or damage to data or software, in particular, any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of physical damage to the substance of property, shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

5) MOLD EXCLUSION

Loss or damage caused by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly resulted whatsoever caused. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present



in, on or about the property insured to be removed.

6) TOTAL ASBESTOS EXCLUSION

Any liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

GENERAL CONDITIONS

The following terms and conditions are applicable to all Sections in this Policy:

1) CANCELLATION OF POLICY

- a) The Company may cancel this Policy by giving seven (7) days' written notice by registered letter to You at your last known address provided that the Company shall in that event return to You the unearned portion of premium on a pro-rata basis.
- b) This Policy may be cancelled at any time by You upon seven (7) days' written notice to the Company and provided that no claim has been made during the current Period of Insurance, the premium payable shall be adjusted on the basis that the Company shall retain the customary short-term premium in accordance with the following table and the balance will be refunded to You:

SHORT PERIOD RATE TABLE

<u>Policy Period not exceeding</u>	<u>Premium to be Charged*</u>
2 months	20% of annual premium
4 months	40% of annual premium
6 months	60% of annual premium
8 months	80% of annual premium
10 months or above	Full annual premium

*Subject to a minimum premium per Policy HKD568.

2) MISREPRESENTATION AND NON – DISCLOSURE

If the Proposal or Declaration or any part thereof is untrue, inaccurate or omitted in any material way thereby affecting the assessment of risk of this Policy or if any renewal thereof is obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any or these cases this Policy shall be void.

3) 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 of any property insured.

4) CHANGE IN RISK

During the Period of Insurance of this Policy, You must advise the Company of any change in the nature of your occupancy or circumstances which would increase the possibility of loss and shall pay any necessary additional premium if required. The final acceptance of any risk is subject to the Company's discretion and approval.

5) NON – CONTRIBUTION

This Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

6) ARBITRATION

All differences arising out of this Policy shall be first determined by arbitration in accordance with the Arbitration Ordinance and the laws of Hong Kong. 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 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 Company shall disclaim liability to You for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7) 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.

8) LEGAL REQUIREMENTS WARRANTY

The Insured shall duly comply with and observe all provisions, requirements and regulations of the Government Authorities and any other statutory obligations.

9) SALVAGE AND RECOVERIES

The Insured shall retain full rights and control of the damaged property but undertake to maximize the salvage value by mutual agreement with appointed adjusters and/or the Company which amounts shall be applied against the amount of the total loss prior to application of Excess.



10) PAIR AND SET

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

11) DECLARATION OF "BUILDING AGE"

The year when the Building was built should be declared by the Insured in the proposal form or in the renewal notice. If any accident, injury, loss or liability happens which may give rise to a claim and the "BUILDING AGE" was not declared, then unless the Insured can provide the information at the time when the claim was submitted or the Company was able to obtain this information from any possible source at the expense of the Insured, the highest Excess as stated in the Table of Benefits shall apply.

12) JURISDICTION CLAUSE

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 any Hong Kong Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

13) FORFEITURE OF BENEFITS

All benefits under this Policy shall be forfeited:

- a) if the Insured or any person acting on his/her behalf shall obstruct the Company in the exercise of its rights;
- b) in respect of any claim made and rejected if arbitration be not commenced within twelve months after such rejection;
- c) in respect of any claim after the expiration of twelve (12) months from the happening of the loss or damage, unless such claim is the subject of pending legal action or arbitration;
- d) if any loss or damage is caused by the willful act, deliberate act or recklessness of You or Your Family or Your Domestic Helper;
- e) if any loss or damage is caused by malicious acts or vandalism committed by You or Your Family or Your Domestic Helper.

14) CLAIMS CONDITIONS

Duty of claim notification

- a) When an accident occurs or there is reasonable ground to believe that any occurrence is likely to give rise to a claim under this Policy, You must advise Us in writing within 14 days from the date of accident or date of discovery of the occurrence.
- b) You must, at your own expenses, furnish Us with the loss circumstances in writing, all certified information and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company.
- c) In case of any event pertaining to fire, burglary, robbery, malicious damage, riot or strike, You must report the loss to the police, building management office and/or any other relevant authorities and Us immediately and in any event not later than 24 hours after the above loss occurrence.

Property Claim

For property loss or physical damage claims, You must

- i) furnish Us with a certified copy of police report, loss memo or statement when loss or damage occurred;
- ii) provide Us with the quantified claim together with the loss details and evaluation including any purchase invoices, official receipts or any written documentation showing precisely the date of purchase, price, model and type of items lost or damaged;
- iii) not commence any repair works or dispose of any salvage of any claimed item without Our prior consent.

Liability Claim

For liability claims, You must

- i) notify Us of the possible claim in writing pertaining to the nature of loss and circumstances of the incident;
- ii) furnish Us with any letter, claim, writ, summons, court documents, court orders or decree, correspondence exchanged between legal representatives, letters of demand;
- iv) advise Us immediately when You have knowledge of any impending prosecution, inquest or inquiry;
- v) not to make any admission, offer or promise of payment or payment without Our written consent and the Company shall be entitled if the Company does 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 the Company may require.

Personal Accident Claim

For personal accident claim, You must

- i) send Us examination reports issued by any registered medical practitioner giving details on the nature, extent and/or period of injury or disability;
- ii) submit the police reports where relevant and if death shall have resulted, a copy of the death certificate and the coroner's findings of the death inquest;
- iii) assist Us to make a post-mortem examination of the dead body in the case of death where any reasonable doubt exists as to the cause thereof.



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Website 網址 : www.california.com.hk

Fraudulent Claim

If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.

Breach of Policy Conditions

The Company is entitled to decline any claim if there has been a breach of any terms and conditions of this Policy.

Completeness of Claim Form

Incomplete claim forms will be returned to the Insured and any insufficiency of supporting information or documentation will induce delay in processing the claim.

Delay of submission

The Company shall not accept liability for any claim if the required information is not received within 30 days from the issue date of any written request from the Company for such further information, and the claim is thereafter deemed to be abandoned.

Repay of claim payment

All payments made are repayable to the Company upon demand in the event that the Insured becomes disqualified or is found not to be entitled to indemnity under this Policy due to any breach or violation of the terms and conditions of this Policy, which the Company is or may not be aware of at the time of payment.

15) EXCLUSION TO RIGHTS OF THIRD PARTIES

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



16) TABLE OF BENEFITS

HOME INSURANCE POLICY	Maximum Limit (HKD) per Policy Year	Sub-Limit (HKD)
SECTION 1 – HOUSEHOLD CONTENTS		
BASIC COVERAGE		
Sum Insured for the Section	500,000 – 1,000,000 (depending on saleable area)	
a) Furniture, furnishings, household appliances, computer, Hi-Fi, television, home video equipment, piano	100% of sum insured	100,000 per item/set
b) Household Contents other than the above	100% of sum insured	100,000 per item/set
c) Household Improvement	20% of sum insured	100,000 per item/set
d) Valuables	150,000	12,500 per item/set
EXTENSION BENEFITS		
1) Removal of Debris	5,000	
2) Replacement of Locks or Windows	2,000	
3) Personal Effects (Hong Kong only)	10,000	2,000 per item/set
4) Loss of Money or Unauthorized use of credit cards	2,000	
5) Personal Documents	2,000	
6) Household Removal or Temporary Removal	50,000	10,000 per item/set
7) Damage to Frozen Food	5,000	
8) Domestic Helper's Property	1,500	500 per item/set
9) Outdoor Property	50,000	2,000 per item/set
ADDITIONAL BENEFITS		
1) Alternative Accommodation	45,000	1,500 per day
2) Accidental Death Benefit	400,000	100,000 per family member
SECTION 2 – PUBLIC LIABILITY		
Limit of Indemnity (HKD)		
BASIC COVERAGE		
1) Owner's and Occupier's Liability	10,000,000	
2) Personal Legal Liability	Any one accident / Any one period of insurance	
EXCESS (for each and every claim)		
Insured Premises with building age not more than 40 years		
Applicable to Section 1		
1) Loss or Damage except caused by Fire, Lightning or Explosion	250	
2) Water Damage / Fire / Lightning / Explosion	500 or 10% of adjusted loss whichever is greater	
3) Landslip or Subsidence	10,000 or 10% of adjusted loss whichever is greater	
Applicable to Section 2		
4) Third Party Property Damage	250	
5) Water Damage to Third Party Property	500 or 10% of adjusted loss whichever is greater	



加洲保險有限公司
CALIFORNIA INSURANCE CO LTD

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Personal Information Collection Statement

The personal data of customers (include policy owners, insured persons, beneficiaries, premium payers, trustees, policy assignees and claimants) collected or held by California Insurance Company Limited (the "Company") may be used by the Company for the following **obligatory purposes** necessary in providing services to the customers. Failure to supply such data for obligatory purpose may result in the Company being unable to provide the services to customers.

- 1) to manage or process any insurance or financial related products or services or any alterations, variations, cancellation or renewal of said products or services;
- 2) to process, investigate (and assist the third party(ies) to investigate) and determine insurance applications, insurance claims and provide ongoing insurance services;
- 3) to manage any claim, action and/or proceedings brought against the customers, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to the subrogation right;
- 4) to facilitate the Company's authorised service provider to provide services to the Company and/or the customers for the above purposes;
- 5) to process requests for payment, direct debit authorisation, and to collect debts;
- 6) to compile statistics or the use in accounting and actuarial purposes;
- 7) other ancillary purposes which are directly related to the above purposes; and
- 8) to comply with applicable laws, regulations or any industry codes or guidelines;
- 9) to enable an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment.

For the above purposes, the personal data which California Insurance Company Limited has collected might be transferred to:

- 1) any company carrying on insurance or reinsurance related business, or an intermediary;
- 2) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Company in connection with the operation of its business;
- 3) third party service providers including legal advisors, accountants, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, surveyors, repairers, and any third party service providers in investigating purposes;
- 4) credit reference agencies, and, in the event of default, any debt collection agencies or companies carrying on claim or investigating services;
- 5) any person or party to whom the California Insurance Company Limited is under an obligation to make disclosure under the requirements of any law binding on the California Insurance Company Limited and for the purpose of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the California Insurance Company Limited are expected to comply;
- 6) any person pursuant to any order of a court of competent jurisdiction;
- 7) any actual or proposed signee of California Insurance Company Limited or transferee of the California Insurance Company Limited's rights in respect of the policy owners;
- 8) the Insurance Claims Complaints Bureau and similar industry bodies;
- 9) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the "Federation" to carry out its regulatory functions or such other functions that may be assigned to the "Federation" from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the "Federation" and any members of the "Federation" by the "Federation" for any of the above or related purposes.

You may seek access to and to request correction of any personal information concerning yourself held by the Company subject to payment of an administrative fee. Requests for such access or correction can be made in writing to:

Data Protection Officer,
California Insurance Company Limited
Rm 1607, China Insurance Group Bldg.,
141 Des Voeux Road Central, Hong Kong.

In accordance with the terms of the Personal Data (Privacy) Ordinance, California Insurance Company Limited has the right to charge a reasonable fee for the processing of any data access request.

(If there is any inconsistency between the English and Chinese version of this Personal Information Collection Statement, the English version shall prevail.)

Privacy Policy Statement

California Insurance Company Limited (the "Company") is committed to full compliance with the requirements of the Personal Data (Privacy) Ordinance, Cap.486 ("the Ordinance") in respect of the collection, use, retention and disclosure of personal information.

At all times, the Company shall endeavour to ensure all collection and/or storage and/or transmission and/or usage of personal data from individuals be done in accordance with the obligations and requirements of the Ordinance. In doing so, the Company will ensure that staff involved in handling personal data comply with the strictest standards of security and confidentiality.

We collect personal data in a number of ways. The most common circumstances in which we collect personal data are when you enquire about products we offer, you apply for an insurance product, or make a claim.

The types of personal data we collect from you will depend on the circumstances in which that information is collected. We may collect details including your name, HKID, date of birth, contact details and other personal data which is relevant to the insurance product you are applying for or the claim you are making.

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected. We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may use your personal data for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

Your personal data may be provided or transferred to other third party. The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used. We will inform you of the third parties to whom your personal data will be disclosed in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may disclose your personal data as necessary for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

In exceptional circumstances, we may be required or permitted by law to disclose personal data, for example to law enforcement authorities or to prevent a serious threat to public safety.

We will only retain the personal data for as long as it is necessary to fulfill the original or directly related purposes for which such data was collected, unless the personal data need to be retained to satisfy any applicable statutory, contractual or tortious obligations.

Under the Ordinance, individuals have the right to request access to and correction of their personal data held by the Company. Should you wish to access or correct your personal information held by us, please present your enquiry by writing to the Data Protection Officer of the Company at Rm 1607, China Insurance Group Bldg.

141 Des Voeux Road Central, Hong Kong.

Any requests or access to and correction of personal information will be dealt with promptly. A reasonable fee may be charged to offset the Company's administration and actual costs incurred in the complying with your data access request.

(If there is any inconsistency between the English and Chinese version of this Privacy Policy Statement, the English version shall prevail.)



加洲保險有限公司 CALIFORNIA INSURANCE CO LTD

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個人資料收集聲明

由加洲保險有限公司(“加洲保險”)收集或持有的客戶(包括保單持有人、受保人、受益人、保費付款人、信託人、保單受讓人及索償人)個人資料,均可供加洲保險使用作以下強制性用途,以便為客戶提供服務,否則加洲保險將無法為未能提供所需資料的客戶提供服務:

- 1) 處理或辦理任何與保險或財務有關的產品或服務,或該等產品或服務的任何更改、變更、取消或續期;
- 2) 辦理、調查(及協助他人調查)及決定保險申請、保險索償及提供持續之保險服務;
- 3) 處理任何對客戶的索償、訴訟及/或司法程序;以及行使加洲保險的權利(詳情見適用保單條款所定),包括但不限於代位權;
- 4) 促進加洲保險的認可服務供應商,就上述目的為加洲保險及/或客戶提供服務
- 5) 辦理付款要求、直接付款授權、及債務追討;
- 6) 編製統計數字,或作會計及精算用途;
- 7) 其他與上述用途有直接關係的附帶用途;及
- 8) 遵循適用法律、條例及業內守則及指引;
- 9) 使加洲保險的實際或建議承讓人能夠評核擬進行涉及有關轉讓的交易。

就上述用途,加洲保險所收集的個人資料可能會被轉移至:

- 1) 任何進行保險或再保險相關業務的其他公司或中介人;
- 2) 任何向加洲保險提供行政、電訊、電腦、付款或其他與其業務運作有關服務的代理人、承包商或第三方服務供應商;
- 3) 第三方服務提供者,包括法律顧問、會計師、調查員、理賠師、再保公司、醫護及復康顧問、考察員、專家、維修人員及任何有關之調查性質第三方服務提供者;
- 4) 信貸諮詢機構,而於客戶欠帳時,任何債務追收代理或進行索償或調查服務之公司;
- 5) 根據對加洲保險具約束力的任何法律,及就任何由政府、監管或任何其他機構所頒布且加洲保險預期須遵守的任何規例,守則或指引而言,加洲保險為有責任向其作出批露的任何人士;
- 6) 根據主管司法權區的法院的任何頒令人士;
- 7) 加洲保險的任何實際或建議承讓人或加洲保險對保單持有人的權利的受讓人;
- 8) 保險索償投訴局及同類的保險業機構;
- 9) 現存或不時成立之任何保險公司協會或聯會或同類組織(“聯會”),以達到任何上述或有關目的,或以使“聯會”執行其監管職能,或其他基於保險業或任何“聯會”會員的利益而不時在合理要求下賦予“聯會”的職能;及透過“聯會”移轉予任何“聯會”的會員,以達到上述或有關目的。

閣下可查閱和更正加洲保險持有有關閣下的任何個人資料。閣下可就有關查閱和更正的要求致函至:

加洲保險有限公司資料保障主任

香港中環德輔道中141 號

中保集團大廈16 樓1607 室

根據私隱條例,加洲保險有權收取合理費用,藉以處理任何資料的查閱要求。

(若此個人資料收集聲明之中、英文版本有歧異之處,應以英文版為準。)

私隱政策聲明

加洲保險有限公司(“加洲保險”)致力恪守第486章《個人資料(私隱)條例》(“條例”)有關收集、使用、保留和披露個人資料的規定。

加洲保險將無時無刻盡力確保所收集及/或儲存及/或傳送及/或使用的所有個人資料,須遵照條例規定的責任和要求處理。在執行上,加洲保險將確保負責處理個人資料的員工遵守最嚴格的保安及保密標準。

我們以多個途徑收集個人資料,當中最常見的情況包括當閣下查詢加洲保險提供的產品、向加洲保險申請保險產品或提出申索時。

我們向閣下收集個人資料所屬的類別,視乎該資料是在甚麼情況下收集,可能包括閣下的姓名、香港身份證號碼、聯絡詳情及與閣下申請的保險產品或閣下的索償相關的其他個人資料。

閣下的個人資料用作甚麼用途視乎收集該資料的情況而定。我們會於收集閣下的個人資料時或之前,在「個人資料收集聲明」內通知閣下我們打算使用其個人資料的用途。一般而言,我們可使用閣下的個人資料作閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途。

我們可提供或轉交閣下的個人資料至其他第三方。我們向哪些第三方披露閣下的個人資料,視乎該資料被用作甚麼用途。我們會於收集閣下的個人資料時或之前,在「個人資料收集聲明」內通知閣下我們打算向哪些第三方披露閣下的個人資料。

一般而言,我們可因應閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途的需要而披露閣下的個人資料。

在特殊情況下,我們可因應法律規定或准許,如按照執法機關的要求或為防止危害公眾安全,披露有關個人資料。

我們保留有關個人資料的時間並不會長於達致收集該等資料原來或直接相關的用途,除非個人資料須受任何適用的法定、合約或侵權責任的規限而被保留。

根據條例規定,個人有權要求查閱和更正加洲保險持有關於其本人的個人資料。若閣下欲查閱或更正加洲保險持有關於其本人的個人資料,請致函至:

加洲保險有限公司資料保障主任

香港中環德輔道中141 號

中保集團大廈16 樓1607 室

表達有關要求。我們會將盡快處理任何關於查閱或更正個人資料的要求。加洲保險或會收取合理的費用作行政和實際成本以便處理閣下的有關要求。

(若此私隱政策聲明之中、英文版本有歧異之處,應以英文版為準。)