

Easy HomeCare Insurance Policy



This Policy is a contract between We, FWD General Insurance Company Limited (hereinafter also called “the Company”) and You, the Insured.

WHEREAS The Insured, by a proposal or by giving information and declaration which shall all be or become the basis of the contract and be held as incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements 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 the 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 Proposal and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

ONLINE SECURITY

FWD is always concerned about security. It is important that you should be alert to any emails asking for your personal information; here we provide some information to help you to protect yourself:-

“Phishing attack” is an online fraud technique which involves sending official-looking email messages with return addresses, links and branding that all appear to come from legitimate banks, insurance companies, retailers, credit card companies, etc. Such emails typically contain a hyperlink to a spoof website and mislead account holders to enter customer names and security details on the pretence that security details must be updated or changed. Once you give them your information it can be used on legitimate sites to take your personal information.

To protect yourself, you should be aware of the following:

- FWD will not send you emails asking you to update, verify or confirm your personal security details e.g. PIN, bank account number, ID Card number and passport number.
- You should pay close attention to the URL (website address) of the site you are visiting to make sure it is actually the site you believe it to be.

Should you have further enquiries, or you would like to report on suspected phishing cases relating to FWD, please refer to FWD website www.fwd.com.hk or call our Customer Service Hotline at (852) 3123 3123.

IMPORTANT

1. Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact the Company immediately.
2. According to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$200 if the Policy is terminated at your request.

注意

1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣二百元正保費。

- 1. DEFINITIONS**
Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.
- 1.1 COMPANY/US/WE/OUR**
FWD General Insurance Company Limited.
- 1.2 YOU/YOUR**
The person(s) named in the Schedule as the Insured.
- 1.3 YOUR FAMILY MEMBERS**
Your spouse, children, parents or relatives normally living with You at the Home.
- 1.4 PERIOD OF INSURANCE**
The period specified in the Schedule and/or the renewal notice for which We have agreed to accept, and You have paid or agreed to pay the premium as specified in the Schedule and/or the renewal notice.
- 1.5 HOME**
House, flat or apartment being constructed of bricks, stone or concrete, roofed with concrete and situated in Hong Kong which is occupied as private dwelling and specified in the Schedule.
- 1.6 BUILDING**
The structure of Your Home specified in the Schedule including:
(a) landlord fixtures and fittings;
(b) garages or outbuildings used for domestic purposes only and the garden walls, gates, fences, hedges, patios, paths and driveways.
- 1.7 FLAT / APARTMENT**
One room or a set of rooms in a single occupied dwelling within a high-rise or multi-storey building (other than a House).
- 1.8 HOUSE**
Any building up to four storeys high.
- 1.9 HONG KONG**
Hong Kong Special Administrative Region.
- 1.10 HOUSEHOLD CONTENTS**
Household Contents in or on the buildings forming the Home belonging to You or for which You or Your Family Members are responsible, but We do not cover:
(a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implements), caravans, watercraft (other than hand-propelled), trailers, and their accessories;
(b) Any living creatures, animals and pets;
(c) Standing timber, trees, lawns, shrubs, growing crops and plants;
(d) Building including landlord's fixtures and fittings;
(e) Securities, money, deeds, certificates and documents, stamps collection;
(f) Specially Held Items;
(g) Mobile / portable telephones, pagers;
(h) Household Contents contained in open areas or on roofs;
(i) Aircraft or aerial devices;
(j) Aerials, external television and radio antennae or satellite dish;
(k) Spectacles, contact or corneal lenses;
(l) Sporting equipment whilst in use;
(m) Computer system records.
- 1.11 VALUABLES**
Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, paintings, curios, collections of porcelain or crystal, antique, antique books, furs, musical instruments (except pianos) belonging to You or Your Family Members, but not Specially Held Items.
- 1.12 MONEY**
Coins, currency notes, bank notes, postal stamps in current use not forming part of a stamp collection, cheques, postal or other money order belonging to You or Your Family Members, but not Specially Held Items.
- 1.13 PERSONAL EFFECTS**
Articles of personal use specifically designed to be worn or carried belonging to You or Your Family Members but not Valuables, Money or Specially Held Items.
- 1.14 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.
- 1.15 UNINSURABLE RISKS**
We do not cover loss or damage caused by or arising from
(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) the carrying out of decoration, renovation, alterations, additions or repairs by any contractors, unless the job period does not exceed two days;
- (f) any gradually operating cause;
- (g) consequential loss or damage of any kind of description;
- (h) infidelity or dishonesty on the part of You, Your Family Members or any of your employees;
- (i) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light;
- (j) unexplained loss or mysterious disappearance;
- (k) misuse, inherent defect, faulty design or workmanship;
- (l) domestic animals;
- (m) pollution or contamination except loss or damage caused by pollution or contamination which results from a peril not excluded in this Policy.

1.16 UNOCCUPIED

- (a) The Home is insufficiently furnished for normal living purpose or
- (b) The Home has not been lived in for more than 60 consecutive days.

1.17 ACCIDENTAL LOSS OR DAMAGE

Physical Loss or damage caused by an unforeseen and unexpected event, which independent of any other cause is the sole and direct cause of the loss or damage. Intentional loss or damage is excluded.

1.18 ACCIDENTAL BODILY INJURY

Accidental injury to any person other than You or Your Family Members. Injury shall mean bodily injury and shall include death, disease or illness.

1.19 CLAIM PAYMENT

The amount We agree to pay You for 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.

1.20 EXCESS

The first amount of any claim which we do not pay.

1.21 REINSTATEMENT SETTLEMENT

The cost of repairing the damaged property or replacing the property, which is lost or damaged beyond economic repair with an article substantially of the same kind. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.22 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.

2. SECTION 1 – HOUSEHOLD CONTENTS

Household Contents belonging to You or Your Family Members are insured whilst contained in your Home, against any Accidental Loss or Damage, but We do not cover:

- (a) Theft
 - (i) if the Home is Unoccupied.
 - (ii) if the Home or any part is lent or let unless force is used to enter the Home.
 - (iii) by deception unless deception is used to enter the Home.
- (b) Malicious Damage or vandalism
 - (i) if the Home is Unoccupied.
 - (ii) by a person lawfully in the Home.
- (c) Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Home is Unoccupied.
- (d) Damage to Specially Held Items.
- (e) Damage arising from Uninsurable Risks.
- (f) 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.
- (g) Household Contents separately and specially insured in any other policy.

2.1 INSURANCE COVERAGE ON RENTED HOMES

If your Home is leased or rented to any one but You, We will only pay for loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbance, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle, horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

2.2 EXTRA BENEFITS PROVIDED

The Limit of Indemnity includes the following Extra Benefits except 2.2.1 & 2.2.4 which is payable in addition to the Limit of Indemnity

2.2.1 ALTERNATIVE ACCOMMODATION

In the event your Home has been rendered uninhabitable as a result of any Accidental Loss or Damage under this Section 1, We will

- (a) if your Home is owned by and lived in You and Your Family Members at the time of the Accidental Loss or Damage;
 - (b) if You and Your Family Members are tenants of your Home and are required to continue to pay rent under your lease,
- pay the costs incurred for temporary accommodation that we decide is reasonable and appropriate for You and Your Family Members while your Home is being rebuilt, repaired or replaced.

Any Claim Payment will not be more than HK\$1,000 per day and in the aggregate not more than HK\$50,000 during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity.

2.2.2 TEMPORARY REMOVAL

We will cover the Household 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 Hong Kong.

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

2.2.3 WINDOW, LOCK & KEY

We will pay the reasonable cost incurred for the replacement and installation of window, external door locks and/or keys of the Home with items that are similar but not better, following loss of or damage due to burglary or attempt thereat subject to a maximum amount of HK\$3,000 during each Period of Insurance.

2.2.4 PERSONAL ACCIDENT

In the event of accidental death of You or Your Family Members within three calendar months as a direct result of fire or theft at your Home, we will pay HK\$50,000 being the maximum compensation for your death and each deceased family member subject to an aggregate amount of HK\$200,000 (that is, up to a maximum of four deaths) during each Period of Insurance. This extra benefit is payable in addition to the Limit of Indemnity. The extra benefit shall be paid to the estate of the deceased person or, in the event the deceased person is a minor, his or her guardian or parent(s).

2.2.5 FROZEN FOOD

We will pay the replacement cost of frozen food in your freezer or your refrigerator at Home should the frozen food be spoilt due to change in temperature caused by accidental means. We will not pay for any loss or damage caused by:

- (a) accidental breakdown of the refrigerator which is more than 5 years old.
- (b) deliberate act of the electricity supply authority or its employees.

The maximum amount We will pay is HK\$5,000 during each Period of Insurance.

2.2.6 HOME REMOVAL

In the event of You and all Your Family Members moving Home, we will cover the Household Contents whilst in transit by professional removers from your Home to your new permanent residence within the territory of Hong Kong and whilst in temporary storage, for up to 7 days in a furniture depository.

We will not pay for

- (a) any loss or damage not reported to us within 7 days of delivery to the new home,
- (b) loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.

Any Claim Payment will not be more than HK\$50,000 during each Period of Insurance.

Moreover, if you inform us before your move, we will cover the Household Contents at the new Home for a period of two months from the beginning of the move or up to the end of the Period of Insurance, whichever comes first.

This Extra Benefit will cease on expiration of the two months or the end of the Period of Insurance whichever comes first.

2.2.7 PERSONAL MONEY

We will indemnify You or Your Family Members against accidental loss or theft of Money within Your Home but We do not cover loss:

- (a) which are not reported within 24 hours of discovery to the police;
- (b) caused by depreciation, confiscation or shortage due to errors or omissions.

Any Claim Payment will not be more than HK\$2,500 during each Period of Insurance

2.2.8 TENANTS IMPROVEMENT

We will cover the following tenant's improvement in Your Home which are belonging to You or for which You are legally responsible:

- (a) Ceiling coverings;
- (b) Wall coverings;
- (c) Floor coverings;
- (d) Skirts along bottom of the wall;
- (e) Windows;
- (f) Doors.

2.2.9 REMOVAL OF DEBRIS

We will pay for the reasonable costs of removing debris of the Household Contents following loss or damage insured under this Section from the Home to the nearest authorised facility. Any Claim Payment will not be more than HK\$10,000 during each Period of Insurance.

2.2.10 DOMESTIC HELPER'S PROPERTY

We will pay for loss of or damage to the personal property of Your domestic helper normally residing in the Home. We will not pay for any properties not included in the definition of Household Contents or caused by Uninsurable Risks.

Any Claim Payment will not be more than HK\$1,000 for any one item and up to HK\$ 5,000 any one loss and in the aggregate during each Period of Insurance.

2.2.11 INTERIOR RENOVATION

We will cover the Household Contents during the period of interior renovation by contractors including additions, alterations and repairs within your Home provided that the period of interior renovation shall not be longer than two months.

Any Claim Payment will not be more than HK\$100,000 during each Period of Insurance.

This Extra Benefit will cease on expiration of the period of interior decoration (not more than two months) or the end of the Period of Insurance whichever comes first.

2.3 BASIS OF CLAIM PAYMENT

- 2.3.1 A Reinstatement Settlement will be made.
- 2.3.2 An Indemnity Settlement basis will be applied if
- (a) Claims are on clothing, furs, household linen, curtains and upholstery;
 - (b) You decide not to re-instate, repair or replace the Household Contents.
- 2.3.3 Any Claim Payment will not be more than:
- (a) HK\$100,000 for any single item of Household Contents.
 - (b) HK\$10,000 for any single item of Valuables unless specified in the Schedule and subject to an aggregate limit of HK\$100,000 during each Period of Insurance.
- 2.3.4 The maximum amount We will pay under this Section 1 shall not exceed the Limit of Indemnity as specified in the Schedule during each Period of Insurance.
- 2.3.5 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 and set.

2.4 EXCESS

We do not cover

- (a) The first HK\$1,000 in respect of each claim caused by water.
- (b) The first HK\$500 in respect of each claim resulting from any other cause.

3. SECTION 2 – PERSONAL LIABILITY

We will indemnify You and Your Family Members in respect of all sums which You or Your Family Members will become legally liable

- (a) as a private householder occupying the Home;
 - (b) as owner of the Home;
 - (c) in a personal capacity;
- in respect of:

- (a) Accidental Bodily Injury to any person;
- (b) Accidental Loss of or Damage to property;

occurring during the Period of Insurance and within Hong Kong or elsewhere in the world in respect of temporary visits of not exceeding 90 consecutive days each visit.

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

- 3.1** Our liability under this Section for all sums payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than HK\$5,000,000 but We do not indemnify You in respect of:-

- 3.1.1 bodily injury to You or Your Family Members or any person in the service of You.
- 3.1.2 loss of or damage to property belonging to or in the custody or control of You or Your Family Members or any person in the service of You.
- 3.1.3 liabilities arising from the ownership, occupation or use of any land or building other than (1) the Home specified in the schedule, or (2) the occupation only of any temporary residence.
- 3.1.4 any criminal activity, or wilful or malicious act.
- 3.1.5 any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- 3.1.6 the exercise of any trade profession or employment other than the employment of domestic servants in your service.
- 3.1.7 the ownership possession, driving or use (other than use as a passenger having no right or control) of mechanically-propelled vehicles, aircraft or watercraft.
- 3.1.8 the use of any horse for hunting, racing or polo.
- 3.1.9 the ownership, use or possession of any animal other than domestic dog or cat.
- 3.1.10 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, provided always that this paragraph 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.
- 3.1.11 the cost of removing, nullifying or cleaning-up seeping, pollution or contamination substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
- 3.1.12 fines, penalties, punitive or exemplary damages.

3.1.13 liabilities for any claim or claims for loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.

3.2 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 on recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

3.3 TENANTS LIABILITY EXTENSION

Exception 3.1.2 under Section 2 in respect of property in the custody or control of You or Your Family Members or any person in the service of You shall not apply in the event of loss or damage to the Home (including landlord's buildings, fixtures and fittings) hired or rented to You. Provided that this extension shall not apply to such loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement.

3.4 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.

3.5 EXCESS

We do not cover the first HK\$500 in respect of each and every damage to Third Parties Properties.

4. CONDITIONS

4.1 CLAIMS CONDITIONS WHICH APPLY TO THE WHOLE POLICY

4.1.1. When a claim occurs or is likely to occur You must advise Us in writing as soon as reasonable possible but not later than 30 days of the occurrence.

4.1.2. For loss or damage claims You must:

- (a) at your expense provide Us with all certificates information and evidence as We may request.
- (b) notify the police immediately of any loss by deception theft, malicious acts or riot.

4.1.3 For liability claims You must:-

- (a) send to Us any letter, claim writ or summons immediately it is received.
- (b) advise Us immediately You have knowledge of any impending prosecution inquest or fatal inquiry.
- (c) 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 of 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.

4.1.4 For personal accident claims You must:

- (a) forward at your expenses all certificate and information required by Us.
- (b) submit to medical examination as often as required by Us at our expenses.

4.1.5 You must assist Us with your claim by providing all such information and documents We may require. If You do not do so We may not pay your claim.

4.2 CONDITIONS WHICH APPLY TO THE WHOLE POLICY

4.2.1 Prevention of loss

You and Your Family Members must comply with all statutory obligations and take all reasonable step to:-

- (a) prevent loss, damage or injury and
- (b) maintain in efficient conditions and good repair any insured property

4.2.2 Change in risk

During the currency of this Policy, You must advise Us of any change in your occupation of or the usage of the Home or circumstance which would increase the possibility of loss and pay an additional premium if it is required by Us.

4.2.3 Cancellation

(a) By You

You may cancel this Policy by sending written notice to Us. Provided no claim has been made during the current Period of Insurance, You will receive a refund of premium less the premium calculated at Our customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$200 to be retained by Us.

Period of Insurance already cover

Not exceeding 1 month
2 months
3 months
4 months
5 months
6 months
7 months
8 months
9 months
Over 9 months

Refund Premium

90% of Premium Paid
80% of Premium Paid
70% of Premium Paid
60% of Premium Paid
50% of Premium Paid
40% of Premium Paid
30% of Premium Paid
20% of Premium Paid
10% of Premium Paid
No refund

- (b) By Us
We may cancel the Policy by sending 14 days notice by registered letter to your last known address. If We do, We will refund You all the unused part of the premium.
- 4.2.4 Arbitration
All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. 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 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 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 been abandoned and shall not thereafter be recoverable hereunder.
- 4.2.5 Subrogation
You shall at the request and at the expenses of Us do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which We 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 Us.
- 4.2.6 Non-Contribution
If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute to any claim under such other policy.
- 4.2.7 Automatic Renewal
Unless written notice is received by Us at least 14 days before the expiry of the current Period of Insurance, this Policy will be renewed automatically yearly on the same term of this Policy or with any changes as specified in the renewal notice upon payment of the premium as specified in the renewal notice.

5. GENERAL EXCLUSIONS (EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY)

- 5.1 This Policy or any section added subsequently does not insure loss of destruction of or damage to any property or death or bodily injury or expense or any consequential loss of liability directly or indirectly caused by or contributed to by or arising from:-
- 5.1.1 Radioactive risks
(a) nuclear weapons material;
(b) ionising radiations 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.
- 5.1.2 War risks
- 5.1.3 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.
- 5.1.4 Sonic Bangs
Pressure waves caused by aircraft and other aerial devices.

5.2 WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (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

For the purpose of this endorsement 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 organisation(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 endorsement also excludes loss, damage, cost or expense 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.

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 any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5.3 TERRORISM EXCLUSION FOR CONTAMINATION & EXPLOSIVES

It is agreed that, 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,
 - (b) missiles, bombs, grenades, explosives,
- due to any act of terrorism.

For the purpose of this endorsement 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 organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (a) "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 insurance the burden of proving the contrary shall be upon the Insured.

5.4 CYBER RISKS EXCLUSION

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include 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.

Consequently the followings are excluded from this policy.

- (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 insured 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.

5.5 RADIOACTIVE EXCLUSION CLAUSE

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

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or 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 other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.6 SANCTION EXCLUSION

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

Personal Information Collection Statement

1. From time to time, it is necessary for you to supply **FWD General Insurance Company Limited** (the "Company") with personal information and particulars in connection with the provision, continuation and administration of insurance or other financial services and products by the Company. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile information about you. Personal information and particulars provided by you and all information generated and compiled by the Company about you from time to time is collectively referred to as "Your Personal Data".
3. The purposes for which Your Personal Data may be used are as follows:
 - (i) offering and providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products which may include, without limitation, insurance, financial and wealth management services and products;
 - (ii) processing, assessing and determining any applications or requests made by you in connection with the Company's services or products, issuing or arranging insurance contracts and maintaining your account with the Company;
 - (iii) designing insurance and other financial services and products for customers;
 - (iv) marketing services and products to you (please see further details in paragraphs 5 to 8 below);
 - (v) operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
 - (vi) creating and maintaining the credit and risk related models of the Company;
 - (vii) processing and implementing payment instructions;
 - (viii) determining any amount of indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or undertaking for your liabilities;
 - (ix) exercising any rights that the Company may have in connection with the services and/or products provided to you;
 - (x) verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with provision of services or products;
 - (xi) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by the Company, including, without limitation, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims;
 - (xii) performing policy review and needs analysis (whether or not on a regular basis);
 - (xiii) meeting disclosure obligations or requirements imposed by or for the purposes of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any of its subsidiaries, holding companies, associated or affiliated companies of, or companies controlled by, or under common control with the Company (collectively, "the Group") including, without limitation, making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers;
 - (xiv) meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers in Hong Kong or any other jurisdictions that is assumed by or imposed on the Company or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction;
 - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangement for sharing data and information within the Group and/or other use of data and information in accordance with any group-wide programmes from time to time for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
 - (xvi) fulfilling any other purposes directly related to (i) to (xv) above.
4. To facilitate the purposes set out in paragraph 3 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following parties (whether within or outside Hong Kong) and Your Personal Data may be transferred outside Hong Kong:
 - (i) members of the Group;
 - (ii) any person or company which is acting for or on behalf of the Company, or jointly with the Company, in respect of a purpose or a directly related purpose for which Your Personal Data was provided;
 - (iii) any person or company which is under a duty of confidentiality to the Company and has undertaken to keep such information confidential, provided that such person or company has a legitimate right to access such information (e.g. professional advisors of the Company);
 - (iv) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
 - (v) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, claim investigation companies, administrators or other professional advisors which are engaged by the Company in connection with the Company's business;
 - (vi) any business partners of the Company ("Our Partners");
 - (vii) any agents, contractors or service providers which provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of the Company; and/or
 - (viii) any person or company to whom the Company or the Group is under an obligation or otherwise required or expected to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) including, without limitation, any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers.
5. The Company is allowed to (i) use Your Personal Data in direct marketing only if you consent or do not object, or (ii) provide Your Personal Data to another person or company for its use in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, the Company intends:
 - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing;
 - (ii) to market the following classes of services and products offered by the Company, other members of the Group and/or Our Partners from time to time:
 - a. insurance services and products;
 - b. wealth management services and products;
 - c. financial services and products;
 - d. reward, loyalty or privileges programmes and related services and products; and
 - e. donations and contributions for charitable and/or non-profit making purposes.
 - (iii) to provide Your Personal Data described in paragraph 6(i) above to any members of the Group and/or Our Partners for their use in direct marketing the classes of services and products described in paragraph 6(ii) above.
7. **If you do NOT wish the Company to use Your Personal Data in direct marketing or provide Your Personal Data to other persons or companies for their use in direct marketing, you may write to the Company at the address below to opt out from direct marketing at any time.**
8. You may also write to the Company at the address below to opt out from direct marketing at any time.
9. Under the Personal Data (Privacy) Ordinance:
 - (i) you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect; and
 - (ii) the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
10. Requests for access to or correction of Your Personal Data should be made in writing to:

Corporate Data Protection Officer
FWD General Insurance Company Limited
1st Floor, FWD Financial Centre
308 Des Voeux Road Central
Hong Kong
- Should you have any queries, please do not hesitate to call our Customer Service Hotline 3123 3123.
11. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

收集個人資料聲明

1. 在富衛保險有限公司（「本公司」）提供、延續及管理保險或其他金融服務及產品時，閣下需要不時向本公司提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
2. 本公司亦可製作及匯編與閣下有關的資料。閣下提供的個人資料及詳情以及本公司不時製作及匯編與閣下有關的所有資料，以下統稱為「閣下的個人資料」。
3. 閣下的個人資料可能用於以下用途：
 - (i) 向閣下要約及提供服務及產品，管理、執行、維持、處理及運作有關服務及產品，包括但不限於保險、金融及財富管理服務及產品；
 - (ii) 處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求；發出或安排保險合約，以及維持閣下在本公司的賬戶；
 - (iii) 為客戶設計保險及其他金融服務及產品；
 - (iv) 向閣下提供服務及產品銷售（有關詳情，請參閱下文第 5 至 8 段）；
 - (v) 運作、維持有關申請之服務及／或產品及提供相關之後續服務；
 - (vi) 建立及維持本公司的信貸及風險相關模型；
 - (vii) 處理及執行付款指示；
 - (viii) 釐訂任何欠付閣下或閣下所欠的負債金額，及向閣下或任何為閣下的債務提供擔保或承諾的人士收取及追討欠款；
 - (ix) 行使本公司就向閣下提供服務及／或產品而可能享有的任何權利；
 - (x) 就提供之服務或產品作出及進行資格、信貸、身體、醫療、擔保、承保及／或身份核証；
 - (xi) 用於任何因本公司提供的產品及／或服務而由閣下提出或本公司對閣下提出的申索，包括但不限於作出、抗辯、分析、調查、處理、評核、決定、回應、解決或和解有關申索；
 - (xii) 進行保單審閱及需求分析（不論是否定期進行）；
 - (xiii) 本公司或其任何附屬公司、控股公司、聯營或聯屬公司，或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括但不限於向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）作出披露；
 - (xiv) 履行任何本公司或本集團任何成員機構現有或將來之合約義務或與其他在香港或其他區域的法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等），因其相關之金融、商業、業務或其他利益或活動而承擔之義務；
 - (xv) 遵守任何於本集團內進行的數據及資料共享及／或其他數據及資料用途的責任、要求、政策、程序、措施或安排以符合任何制裁、防止或偵查洗黑錢、恐怖分子資金籌集或其他非法活動；及
 - (xvi) 履行與上文第(i)至(xv)段直接有關的其他用途。
4. 為達成上文第 3 段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方（不論在香港境內或境外者）共同使用，而閣下的個人資料有可能被轉移往香港境外：
 - (i) 本集團的成員機構；
 - (ii) 任何人士或公司受本公司指示或代表本公司或與本公司共同處理閣下提供的個人資料以達到提供有關資料之目的或直接相關之目的；
 - (iii) 對本公司負有保密責任並承諾將有關資料保密的任何人士或公司，而此人士或公司須有合法權利查閱有關資料（例如：本公司的專業顧問）；
 - (iv) 任何因本公司業務而聘用之經營保險相關及／或再保險相關業務之人士或公司；
 - (v) 任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查公司、行政管理人士或其他專業顧問；
 - (vi) 任何本公司的業務夥伴（「本公司之夥伴」）；
 - (vii) 向本公司之經營業務提供行政、信貸資料庫、債務追討、電訊、電腦、付款、印刷、贖回或其他服務的任何代理人、承包商或服務供應商；及／或
 - (viii) 任何本公司或本集團負有責任或須要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的人士或公司，包括但不限於任何法律機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）。
5. 容許本公司 (i) 在閣下同意或不反對的情況下，使用閣下的個人資料作直接促銷用途，或 (ii) 在閣下以書面方式同意或不反對的情況下，將閣下的個人資料提供予其他人士或公司作其直接促銷用途。
6. 就直接促銷而言，本公司擬：
 - (i) 使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料作直接促銷用途；
 - (ii) 銷售本公司、本集團其他成員機構及／或本公司之夥伴不時提供的下列服務及產品：
 - a. 保險服務及產品；
 - b. 財富管理服務及產品；
 - c. 金融服務及產品；
 - d. 獎賞、客戶忠誠或優惠計劃及相關服務及產品；及
 - e. 為慈善及／或非牟利用途的捐款及捐贈。
 - (iii) 將上文第 6(i)段所載閣下的個人資料提供予本集團成員機構及／或本公司之夥伴，讓其用於直接促銷上文第 6(ii)段所載的服務或產品。
7. 若閣下不希望本公司使用閣下的個人資料，或將閣下的個人資料提供予其他人士或公司作直接促銷用途，閣下可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
8. 閣下亦可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
9. 根據《個人資料（私隱）條例》：
 - (i) 閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料；及
 - (ii) 本公司有權就處理及遵行閣下的查閱資料要求而收取合理費用。
10. 查閱或改正閣下的個人資料要求，應以書面形式向下列人士提出：

資料保護主任
富衛保險有限公司
香港德輔道中 308 號富衛金融中心 1 樓

如閣下有任何疑問，敬請致電本公司之客戶服務熱線 3123 3123。
11. 中英文本如有歧異，概以英文本為準。