

ZURICH INSURANCE COMPANY LTD

(a company incorporated in Switzerland)

**HOUSEOWNER'S OR
HOUSEHOLDER'S PUBLIC
LIABILITY INSURANCE POLICY**

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HOUSEOWNER'S OR HOUSEHOLDER'S PUBLIC LIABILITY INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

This Policy together with the enclosed *schedule* and any endorsements subsequently issued should be read as if they are one document and form the contract between *you* and *us*. The enrollment form(s) and declaration(s) which *you* have provided to *us* are the basis of this contract.

You should tell *us* of any change to the information provided on *your* enrollment form as soon as these occur, since any change could affect *your* insurance cover.

We will insure *you* under those Sections shown in the *schedule* during any *period of insurance* for which *we* have accepted *your* premium provided all the terms and conditions of the Policy are compiled with.

Words in italic are defined on page 2.

JURISDICTION CLAUSE

The indemnity under this Policy shall not apply in respect of judgements which are not in first instance delivered by or obtained from a court of competent jurisdiction within *Hong Kong*.

MEANING OF WORDS

Certain words in the Policy have specific meanings. These meanings are given below. To help *you* identify these words in the Policy *we* have printed them in italics throughout.

Hong Kong

The territorial limits of Hong Kong Special Administrative Region of the People's Republic of China.

Buildings

The *home*, landlord's fixtures and fittings on or in the *home*, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the *premises* shown in the *schedule*.

Family

Your relatives permanently living in the *home*.

Home

Your place of permanent residence which is a private dwelling used for domestic purposes only at the situation shown in the *schedule*.

Household

Your family and domestic staff permanently living in the *home*.

Premises

The *buildings* and the land within the boundaries belonging to them.

We, us or our

Zurich Insurance Company Ltd.

You or Your

The person or people shown in the *schedule* as the Insured.

Period of Insurance

That period for which *we* have accepted *your* premium as stated in the *schedule*.

Schedule

The schedule attached to and incorporated in this Policy.

COVER

Houseowner's or Householder's Legal Liability

Subject to the terms conditions and exceptions annexed hereto or endorsed hereon and to the Limit of Liability *we* will indemnify *you* and *your family* for compensation that *you* and *your family* become legally liable to pay as owner or householder of *your home* for

- a) accidental bodily injury to any person
- b) accidental loss of or accidental damage to property

happening in or about *your home* during the *period of insurance*.

Extension

Owner's Legal Liability in Common Area

Subject to *you* being the owner of the *home*, *we* will further indemnify *you* for compensation which *you* become legally liable to pay as a part Owner of the Common Parts of the Building of which *your home* forms part subject to the following paragraphs:

- 1) For the purpose of this extension only, the expressions "Common Parts", "Building" and "Owner(s)" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as the "Ordinance");
- 2)
 - a) This extension is operative only if such liabilities are not indemnifiable by any other insurance policy taken out by or on behalf of *you* or taken out by or on behalf of the Joint-Owners of the Building, or ;
 - b) Where such an insurance policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such insurance policy.;
- 3) Subject always to preceding paragraph 2) a), the indemnity under this extension applies only to and is limited to *your* separate proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Ordinance;
- 4) The maximum amount *we* will pay for any claim or claims arising from one event and during any *period of insurance* is **HKD2,000,000** including all costs and expenses agreed by *us* in writing.

LIMIT OF LIABILITY

The maximum amount *we* will pay under this Policy for any claim or claims arising from any one event and during any *period of insurance* is the amount shown in the *Schedule* in which the amount will include all costs and expenses agreed by *us* in writing.

EXCEPTIONS

We shall not be liable in respect of

- a) any liability directly or indirectly arising from
 - i) ownership of any land or building other than *your home*.
 - ii) the pursuit or exercise by *you* or *your family* of any employment, business, trade or profession.
 - iii) wilful or malicious acts.
 - iv) the use of vehicles other than hand-propelled vehicles or pedal cycles not being used for racing, boats (sailing or mechanically-propelled), aircraft or model aircraft owned by or in the custody or control of *you* or any member of *your household*.
 - v) asbestos, asbestos products or asbestos contained in any products.
- b) liability for bodily injury to a member of *your household* or to a person under a contract of service or apprenticeship with *you* or a member of *your family*.
- c) liability for loss of or damage to property owned or held in trust by or in the custody of *you* or a member of *your household*.
- d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- e) any fines, penalty, punitive or exemplary expense.
- f) any consequence of war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot or civil commotion.
- g) any liability or loss of or damage to any property directly or indirectly arising from existing or new unauthorized structures and/or unauthorized building erection demolition repair installation and renovation works within the *premises*. For the purpose of this exception, the meaning of unauthorized structures and/or unauthorized building works will be construed in accordance with the Building Ordinance, Chapter 123, Laws of *Hong Kong*.
- h)
 - i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material. Solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- i) any liability arising from
 - i) the transmission of any computer code, programme or other data.
 - ii) the unauthorised taking of or access to data.
- j) any injury, loss, damage, cost or expense arising from any consequence, whether direct or indirect, of
 - i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
 - iii) any failure to control, prevent or suppress 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.

If we allege that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon *you*.

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

- k)
 - i) the first HKD1,000 or 10% of the adjusted loss whichever is the greater for each and every loss of or damage to third party property caused by water;
 - ii) the first HKD1,000 of the adjusted loss for each and every loss of or damage to third party property by any other incidents except item (i) above.

CONDITIONS

- 1) The due observance and fulfilment of the terms provisions 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 enrolment form shall be conditions precedent to any liability of *us* to make any payment under this Policy.
- 2) If *you* die, *we* will insure *your* legal personal representatives for any liability *you* had previously incurred under the Policy provided they comply with the terms of the Policy.
- 3) *You* shall exercise reasonable care and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations.
- 4) *You* must tell *us* of any changes of circumstances after the start of the insurance which increase the risk of loss, injury or damage. *You* will not be insured under the Policy until *we* have agreed in writing to accept the increased risk.
- 5) *You* shall give notice to *us* of any injury loss or damage as soon as possible after it comes to the knowledge of *you* or *your* representative for the time being. *You* shall forward to *us* forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to *us* immediately when *you* receive knowledge of any proceedings. *You* shall use the best endeavours to preserve any damaged or defective or other appliances or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made without *our* consent after any accident occurring in connection therewith until *we* shall have had an opportunity of inspection. *You* shall give all necessary information and assistance and forward all documents to enable *us* to investigate settle or resist any claim as *we* may think fit.
- 6) *You* shall not incur any expense whether by arrangement or admission of liability in respect of any claim for which *we* may be liable under this Policy without our written authority. *We* shall be entitled to use the name of *you* for all purposes in connection with this Policy including bringing, defending, enforcing or settling of legal proceedings for the benefit of *us*. In connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this Policy *we* may at any time pay to *you* the Limit of Liability after deduction of any sum or sums already paid as compensation or any less amount for which such claim or claims can be settled and upon such payment being made *we* shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except

the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and *we* shall not be responsible for any loss alleged to have been sustained by *you* in consequence of any action or omission of *us* in connection with such claim or proceedings.

- 7) If at the time any claim arises under this Policy there is any other existing insurance covering the same liability *we* shall not be liable to pay or contribute more than their ratable proportion of such claim.
- 8) In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under this policy and *you* do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, *your* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.
- 9) All differences arising out of the Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against *us*. If *we* shall disclaim liability to *you* 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.
- 10) *Our* Agents shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for *our* satisfaction nor can their personal property be attached on account of any claim by *you*. If *you* should commence such proceedings against the Agents it is hereby declared and stipulated that *you* shall forfeit thereby all claim upon *us* under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at the following website:

www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm

Statement of purpose for collection of personal data

All personal data collected and held by Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the insured person from time to time and available at this website: www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm.

The policyholder shall, and shall procure the insured / insured members to, authorise Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Zurich's privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

Rights of third parties

Other than the policyholder or the insured / insured persons, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected

個人資料收集目的

蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/chi/cs_nonlifepolicyservices_privacy.htm。

「閣下」會，及會促使「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第486章《個人資料（私隱）條例》中所定義之個人資料。

如「閣下」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

第三者權益

除保單持有人或受保人，或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

註：如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效（如現為新保單）或續保生效（如現為保單續保）時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。