

HomeSurance

The Policy

Please read this policy carefully

Personal Information Collection Statement

I understand and give my explicit consent for my personal or sensitive information to be collected or held to enable QBE to carry on insurance business and may be used or processed for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred within or outside Macau to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) 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 3) any members of the Federation by the Federation for any of the above or related purposes. I understand that my personal or sensitive information may be transferred to a destination that may not have adequate laws in place to ensure the protection of my personal or sensitive information.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal or sensitive information concerning yourself held by us. Requests for such access can be made in writing to the Personal Data Privacy Officer, QBE General Insurance (Hong Kong) Limited – Macau Branch, Rua do Comandante Mata e Oliveira, No. 32, Edif. Associacao Industrial de Macau, 8 andar B & C, Macau (Telephone: +853 2832 3909, Facsimile: +853 2832 3911).

In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

Your right to change your mind

We trust that this policy will meet your needs, however, if you are not completely satisfied then please return the policy to us within 15 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by QBE General Insurance (Hong Kong) Limited – Macau Branch within 15 days of receipt of your policy.
- No Refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact QBE Insurance Service Hotline on (853) 2878 7100 or write to us.

QBE General Insurance (Hong Kong) Limited Macau Branch

Rua do Comandante Mata e Oliveira No. 32
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This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

This Policy is a contract between the Company and You Our Policyholder.

The Policy application form and declaration which You signed is the basis of this contract.

We will provide insurance in accordance with the terms and conditions set out in this Policy.

The definitions or words used in this Policy are set out in the section marked "Definitions".

SECTION 1 — HOUSEHOLD CONTENTS

LOSS OR DAMAGE

We will insure You and Your Family against accidental loss of and damage to the Household Contents up to MOP/HKD50,000 for any one item and MOP/HKD300,000 for any one claim.

For Valuables the coverage is up to MOP/HKD10,000 for any one item and MOP/HKD100,000 for any one claim.

BASIS OF CLAIM PAYMENT

This insurance cover is based on 'New For Old'. In the event of a claim a Reinstatement Settlement will be made as You are insured on a new for old basis.

EXTENSION OF COVER

(1) Contents Away From the Home

We will pay for loss of or damage to the Household Contents temporarily away from the Home within the Macau Special Administrative Region (SAR) due to the following causes:-

- (a) fire, lightning, explosion, earthquake, riot and civil commotion;
- (b) storm, flood, malicious acts or vandalism, escape of water or oil or collision but only if the property is in a building;
- (c) theft/burglary
 - i) from a building where You or any member of Your Family temporarily reside or work but not Money or Credit Cards;
 - ii) from any building provided force is used to enter the building;
- (d) robbery or theft whilst the property is being carried or worn.

Any One Claim Payment will not be more than MOP/HKD30,000.

(2) Alternative Accommodation

We will pay the cost incurred for reasonable temporary accommodation whilst the Home is uninhabitable due to loss of or damage to the Home or its Household Contents.

Any One Claim Payment will not be more than MOP/HKD20,000.

We do not apply excess for this extension.

(3) Household Removal

We will pay for accidental loss of or damage to the Household Contents in the course of removal by professional removal contractors between the Home and any new permanent residence within Macau (SAR) but We do not cover:-

- a) Money and/or Credit Cards;

- b) china, glass, earthenware and other items of a fragile nature unless they have been packed for removal by professional packers/removal contractors.

For Household Contents, any One Claim Payment will not be more than MOP/HKD50,000 for any one item and MOP/HKD300,000 for any one claim.

For Valuables the coverage is up to MOP/HKD10,000 for any one item and MOP/HKD100,000 for any one claim.

(4) Locks and Keys

We will pay for replacement of locks and keys securing the Home if they are lost or damaged. We will pay for the replacement of windows securing the Home which are broken as a result of theft, burglary or robbery. We will not pay for damage to locks, keys or windows as a result of misuse by You and any member of Your Family or domestic staff.

Any One Claim Payment will not be more than MOP/HKD2,000.

(5) Storage of Furniture

a) We will pay for accidental loss of or damage to Household Contents which are temporarily stored in premises arranged by professional removers in conjunction with Household removals up to a maximum of 30 days.

b) We will also pay for the cost of temporary Storage of Furniture if the Home is made uninhabitable due to loss of or damage to the Home or its Household Contents up to a maximum of 30 days.

Any One Claim Payment will not be more than MOP/HKD30,000.

We do not apply excess for this extension.

(6) Interior Decoration Period/Refurbishment Work

We will pay for the loss of or damage to the contract work during the period of decoration and/or redecoration by contractors. Provided that the period of decoration and/or redecoration/refurbishment is no longer than two months.

Any One Claim Payment will not be more than MOP/HKD5,000 for any one item and MOP/HKD30,000 for any one claim.

We do not apply excess for this extension.

Exclusions under Section 1

The Policy does not cover:-

(1) Theft/Burglary

- a) if the Home is unoccupied;
- b) of Money and/or Credit Cards;
- c) if the Home or any part is lent or let;
- d) by deception unless deception is used to enter the Home.

(2) Malicious damage or vandalism

- a) if the Home is unoccupied;
- b) by a person lawfully in the Home.

(3) Damage to Money or Credit Cards.

(4) The first MOP/HKD200 of each claim apart from extension 2, 5, and 6.

(5) The first MOP/HKD3,000 of each claim resulting from water damage apart from extension 2.

SECTION 2 — WORLDWIDE ALL RISKS

LOSS OR DAMAGE

We will insure You and Your Family against accidental loss of or damage to Personal Effects and Valuables anywhere in the world.

Any One Claim Payment will not be more than MOP/HKD3,000 for any one item and MOP/HKD 10,000 for any one claim.

BASIS OF CLAIM PAYMENT

This insurance cover is based on 'New For Old'. In the event of a claim a Reinstatement Settlement will be made as You are insured on a new for old basis.

EXTENSION OF COVER

(1) Money

We will pay for loss of Money occurring anywhere in the world. We do not cover loss caused by shortages due to error or omission.

Losses must be reported to the police within 24 hours of discovery and a police report must be produced.

Any One Claim Payment will not be more than MOP/HKD1,000.

(2) Credit Cards

We will pay for loss following unauthorised use of Credit Cards but We do not cover loss following unauthorised use by a member of Your Family.

Losses must be reported to both the police and the issuing authority within 24 hours of discovery.

The holder must comply with the conditions under which the Credit Card was issued.

Any One Claim Payment will not be more than MOP/HKD2,000 for any one claim.

(3) Goods in Transit

We will pay for loss of or damage to goods newly purchased in Macau (SAR) or anywhere in the world being in transit to the Home and up to a maximum of MOP/HKD2,000 but We do not cover:-

- a) goods of a perishable nature;
- b) goods other than Your personal possessions;
- c) goods which are in transit other than under Waybill or Bill of Lading parcel post receipt courier or other evidence of sending.

(4) Personal Documents

We will pay for replacement fees/costs of Personal Documents lost or damaged in Macau (SAR) or anywhere in the world up to MOP/HKD1,000 for any one claim.

We do not apply excess for this extension.

Exclusions under Section 2

The Policy does not cover:-

- (a) contact or corneal lenses;
- (b) portable/mobile telephones, pagers and the like;
- (c) sports equipment while in use;
- (d) records discs and recording tapes;

- (e) theft/burglary
 - i) by deception unless deception is used to enter the Home;
 - ii) from any unattended private motor vehicle unless all windows are securely closed and all doors and the boot are locked;
 - iii) from any open or convertible car or a car with the sun roof open unless the items were kept in a locked boot;
 - iv) of any pedal cycle away from the Home and not securely locked at the time of loss.
- (f) malicious acts by You or any member of Your Family;
- (g) detention seizure or confiscation by customs or other officials;
- (h) We do not cover the first MOP/HKD500 or the first 10% of the adjusted loss whichever is the greater, of each claim apart from extension 4.

SECTION 3 — PERSONAL LIABILITIES

(1) Personal Liabilities

We will indemnify You and any member of Your Family against legal liability for:-

- a) accidental death of or bodily injury to any person other than a member of Your Family;
- b) accidental damage to property but We do not cover property belonging to or under the custody or control of You or any member of Your Family.

(2) Liability arising from the following is not covered:-

- a) ownership of any other building or land not being the Home specified in the Policy Schedule;
- b) the occupation or use of any premises other than the Home;
- c) any profession, business or employment;
- d) the ownership or use of any
 - i) motor vehicle;
 - ii) watercraft or aircraft;
 - iii) livestock other than domestic animals.
- e) any agreement unless liability would have existed otherwise.

Any Claim Payment from one event will not be more than MOP/HKD1,000,000.

In addition we will also pay costs and expenses incurred in litigation with Our written consent.

SECTION 4 — GENERAL POLICY PROVISIONS

CLAIM CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- (1) When a claim occurs or is likely to occur You must advise Us in writing not more than 30 days after its occurrence or, if earlier, Your discovery that it is likely to occur.
- (2) For loss or damage claims You must
 - a) at Your expense provide Us with all certified information and evidence as We may request;
 - b) notify the police immediately of any loss by deception, theft, burglary, malicious acts or riot and civil commotion.

- (3) For liability claims You must
- a) send to Us any letter claim writ or summons immediately after it is received;
 - b) advise Us immediately after You have knowledge of any impending prosecution inquest or fatal injury;
 - 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 Our name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.
- (4) For medical and repatriation expenses claims You must forward at Your own expense all certificates and information required by Us.
- (5) If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same loss, damage or liability then We shall not be liable to pay or contribute more than its rateable proportion of such loss or damage or liability and upon the happening of any such loss or damage or liability You shall forthwith give notice to Us of all other insurances effected by You or on Your behalf covering such loss, damage or liability and no claim under this Policy shall be payable by Us until such notice shall have been received by Us.
- (6) If there is a loss of an article which is part of a pair or set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- (1) Prevention of Loss
- You and Your Family must comply with all statutory obligations and take all reasonable steps to:-
- (a) prevent loss, damage or injury and;
 - (b) maintain in efficient condition and good repair any insured property.
- (2) During the currency of this Policy You must advise Us of any change in Your occupation of the premises or circumstances which would increase the possibility of loss.
- (3) Renewal Agreement
- a) Payment of premium when due will continue the Policy in force until the next premium due date.
 - b) This Policy will be renewed upon each premium due date unless prior written notice of termination by You in accordance with Cancellation listed below has been received by Us or the Policy has otherwise been terminated.

- (4) Effective Date
- This Policy shall become effective and commence on the date specified in the Policy Schedule.
- (5) Right to return Policy
- In the event the Insured is not satisfied with the Policy for any reason, it may be returned to the Company within 15 days after receipt. Any premium billed to the Insured's nominated account with The Hongkong and Shanghai Banking Corporation Limited will be refunded. In such event, this Policy shall be deemed to have been void from the Effective Date of Insurance and the Company shall not be liable to pay any benefit.
- (6) Cancellation
- The Policy may be cancelled at any time at Your request in writing to Us and the Premium shall be adjusted on the basis of Our receiving or retaining the customary short term premium or minimum premium.
- The Policy may also be cancelled by Us by 14 days notice given in writing to You at Your last known address and the Premium shall be adjusted on the basis of Our receiving or retaining pro rata premium.
- (7) Jurisdiction
- The Courts of Macau (SAR) shall have sole and exclusive jurisdiction in respect of any and all matters, disputes or judicial proceedings arising out of this contract of insurance.
- (8) Arbitration
- All differences arising out of this 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 to do so 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.
- (9) Premium
- a) The consideration for this Policy is the payment of premium when due.
 - b) Premium as stated in the Schedule shall be payable monthly and on the same day of each month after the first month by direct debit to the Insured's nominated account with The Hongkong and Shanghai Banking Corporation Limited.

SECTION 5 — GENERAL EXCLUSIONS

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

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

- (1) Radioactive contamination
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (2) War risks
War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (3) Sonic bangs
Pressure waves caused by aircraft and other aerial devices.
- (4) Any judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Macau (SAR).
- (5) Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause:

An act of "NCB terrorism" shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by 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 purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

This clause 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 any act of NCB terrorism.

If the Company alleges that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.

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

SECTION 6 — DEFINITIONS

CLAIM PAYMENT

The amount We agree to pay You for any claim arising from an insured cause. This may be in money or at Our option by, replacement, reinstatement or repair. The maximum amount We will pay for any one claim is the limit(s) for the item.

The currency of the benefit paid is subject to the currency of the premium paid, HKD or MOP.

COMPANY/US/WE/OUR

QBE General Insurance (Hong Kong) Limited – Macau Branch.

CREDIT CARDS

Credit, cheque, banker's and cash dispenser cards belonging to You or any member of Your Family.

ENDORSEMENT

An agreed change to the terms of the Policy.

HOME

The building or the house apartment or flat situated in Macau (SAR) and named in the Schedule.

HOUSEHOLD CONTENTS

Anything in or on the building forming the Home belonging to You, Your Family or for which You or Your Family are responsible but We do not cover:-

- 1) motor vehicles, watercraft, trailers and their accessories;
- 2) plants and living creatures;
- 3) landlords fixtures and fittings except tenants/leasehold improvement;
- 4) landlord's fixtures and fittings unless You or Your Family are responsible for under the tenancy agreement;
- 5) securities certificates and documents;
- 6) Specially Held Items;
- 7) contact or corneal lenses;
- 8) portable/mobile telephones, pagers and the like.

MONEY

Bank or currency notes, coins, cheques, premium bonds, travellers cheques, travel tickets, postal or money orders, postage stamps, national savings, stamps or certificates, record or book or similar tokens, luncheon vouchers belonging to You or any member of Your Family but not Specially Held Items.

PERSONAL DOCUMENTS

Documents of identity such as identity cards, passports, driving licence belonging to You or any member of Your Family.

PERSONAL EFFECTS

Articles of personal use that are designed to be either worn or carried belonging to You or any member of Your Family but not Valuables or Money or Specially Held Items.

POLICYHOLDER/YOU/YOUR

The person or persons named in the Policy Schedule.

REINSTATEMENT SETTLEMENT (NEW FOR OLD)

The cost of repairing the damaged property or replacing the property if stolen or beyond repair with a new article of the same kind.

The maximum amount We will pay for any one claim is the limit(s) as defined in the Policy and Schedule. The decision to repair or replace always rests with Us.

SCHEDULE

Details of the Policyholder's Name, Policy Number, limit(s) and the Sections of the Policy which apply. The Schedule forms part of the Policy.

SPECIALLY HELD ITEMS

Items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.

UNINSURABLE RISKS

- a) wear and tear or depreciation;
- b) rot fungus, wood worm, beetles, moths, insects or vermin;
- c) mechanical or electrical fault or breakdown;
- d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
- e) any other gradually operating cause.

UNOCCUPIED

Means the Home has not been lived in for more than 60 consecutive days or is not being lived in and will not be lived in for more than 60 consecutive days.

VALUABLES

Jewellery, gold, silver, precious metals, furs, pictures, works of art, sport equipment, collections of porcelain and the like, stamps or coins belonging to You or any member of Your Family but not Specially Held Items.

YOUR FAMILY

Your spouse, children, parents and other relatives permanently living with You.