



AEGIS PERSONAL ASSET PROTECTION PLAN

[IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]

PREAMBLE

WHEREAS the Insured, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the AIG Insurance Hong Kong Limited (hereinafter referred to as the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance and providing that the liability of the Company shall not exceed the sums insured or other limits expressed in the Schedule. This Policy, the Proposal Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

POLICY SECTION I:

PERSONAL PROPERTY AND PERSONAL EFFECTS INSURANCE PLUS LANDLORD'S FIXTURES, FITTINGS, INTERIOR DECORATION WITHIN THE PREMISES AND ADDITIONAL EXPENSES OF ALTERNATIVE ACCOMMODATION

1. Coverages Under This Section

The Company agrees to provide the following coverages under this Section:

Coverage A: Household Contents and Property

To pay for all risks of physical loss or damage to household contents and property (excluding work of art, jewellery, antiques, silverware, coin collections, furs, audio-visual equipment, and watches to be insured under Coverage B) hereinafter called 'personal property' owned, used, or worn by the Named Insured or by other persons insured under this Section, except as hereinafter excluded, whilst contained within the territory of Hong Kong or Macau.

The company shall not be liable for loss or damage to the Contents during the course of removal from the Buildings for the purpose of storage, cleaning, repairing, renovation and maintenance or relocation to a new insured risk location, unless specifically agreed upon by the Company in writing in advance.

This coverage extends to include domestic servants' property at the insured household only up to a limit of US\$1,000 per policy year.

Coverage B: Personal Effects and Valuables

The Company agrees to pay for accidental loss of or damage to personal property owned, used, or worn by the Insured whilst insured World-Wide for temporary visit not exceeding 60 (sixty) days each time - APPLICABLE TO INSURED RISK LOCATION WITHIN THE TERRITORY OF HONG KONG ONLY. It is warranted that maximum liability in respect of any one article shall be restricted to USD1,000 unless such article is specifically listed and declared.

The company shall not be liable for more than 1/4 of the Total Sum Insured of Coverage B for loss or damage to the Personal Effects & Valuables during the course of removal from the Buildings for the purpose of storage, cleaning, repairing, renovation and maintenance or relocation to a new insured risk location, UNLESS specifically agreed upon by the Company in writing to extend the coverage proportion to a maximum sub-limit of not exceeding 1/3 of the Total Sum Insured under Coverage B, in advance.

The Company's limit of liability for loss or damage to clothing/baggage is US\$1,000 per person or US\$3,000 per family in excess of airline, common carrier or lodging facilities while outside country of residence or in the process of departure or arrival.

Coverage C: Landlord's Fixtures, Fittings and Interior Decorations within the Premises

To indemnify the Insured in respect of loss of or damage to Landlord's fixtures, fittings and interior decorations up to 20% of the sum insured declared under Coverage A or up to a maximum of US\$5,000 whichever is less.

Coverage D: Additional Expenses of Alternative Accommodation

To indemnify the Insured against reasonable additional expenses of alternative accommodation actually incurred by the Insured during the period necessary for reinstatement of the Insured's private dwelling, as determined by the Company, subject to a limit of US\$100 per day and US\$1,500 per

occurrence, in the event of such dwelling rendered uninhabitable or inaccessible by any of the insured perils under this Section.

2. Loss Settlement Options (Coverage A and B)

(a) Replacement Cost

Providing the sum insured is equal to or greater than 90% of the replacement value,

(i) The Company will pay not more than the smallest of the following amounts:

(a) Replacement cost for like kind and quality at time of loss without deduction for depreciation, not to exceed 400% of original purchase price;

(b) the full cost of repair at time of loss;

(c) the declared value or specific limits as stated in this policy.

(ii) When the replacement cost for the entire loss under this endorsement exceeds US\$500, the Company will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is completed within 90 days after the occurrence.

Should the sum insured be less than 90% of replacement value, the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.

(b) Deductible

An excess/deductible of 5% of adjusted loss or minimum US\$100 to be applied in respect of each and every claim.

An excess/deductible of 10% of adjusted loss or minimum US\$400 to be applied in respect of each and every water damage loss.

(c) Pair & Set Clause

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 not to be construed to mean total loss of the pair or set.

(d) Salvage

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. The insured or the Company, as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the Insured shall be entitled to the property upon reimbursing the Company for the amount so paid or the cost of replacement. Any loss hereunder shall not reduce the amount of insurance afforded under Section I. Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability for any one occurrence.

3. Maintenance of Sum Insured (Applicable to Coverage A and Coverage B)

The Insured shall at all times maintain the sum insured at a level which represents the replacement value of the property insured.

4. Special Limits of Liability on Certain Property

The Company's liability should be limited to US\$200 in the aggregate on passports, travellers' cheques, travel tickets, credit cards, manuscripts, securities, accounts, bills, deeds, petrol coupons, evidences of debt, letters of credit, stamps and notes other than bank notes, bullion and money.

5. When Insurance Under This Section Does Not Apply

Insurance provided under this Section does not apply:

(a) to animals, mobile/portable phone/CT-2, automobiles, motorcycles, aircraft, boats or other vehicles (except bicycles, tricycles, baby carries, invalid chairs and similar property), or their equipment or furnishings except when removed from the vehicle and actually on the premises of the residence of the Named Insured;

(b) to the property of any person insured while he or she is engaged in any form of professional entertainment, or property relating to a business, profession, or occupation of an Insured, excepting professional books, instruments and other professional equipment owned by an Insured while actually within the residence of the Named Insured;



- (c) to property while aboard any overseas vessel or during loading or unloading therefrom except such property which accompanies the Insured as personal baggage;
- (d) against the marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelain and similar fragile articles unless such marring, scratching or breakage is caused by theft, burglary or robbery or attempt thereat, vandalism, malicious mischief, fire, lightning, windstorm, cyclone, tornado, hurricane, earthquake, flood, explosion, falling aircraft, riot, strike, collapse of building or accident to transporting vehicle other than an overseas vessel. The exclusion of breakage does not, however, apply to jewellery, watches, bronzes, photographic equipment or binoculars.
- (e) against mechanical breakdown; against loss or damage to electrical apparatus caused by electricity other than lightning, unless fire results and then only for loss or damage by such resultant fire;
- (f) against wear and tear; against loss or damage caused by dampness of atmosphere or extremes of temperature, seepage of water due to typhoon, windstorm or rain, unless such loss or damage is directly caused by rain, hail, bursting of pipes or apparatus; against deterioration, moth, vermin and inherent vice, against damage to property (except watches, jewellery and furs) caused by or directly resulting from any work thereon in the course of a process of refinishing, renovating or repairing;
- (g) property on exhibition on fairgrounds or on the premises of any National or International Exposition unless such premises are specifically described herein;
- (h) to property ordinarily located throughout the year at residence(s) other than the residence address of the Named Insured as shown in the application on which this insurance is based.

POLICY SECTION II: COMPREHENSIVE PERSONAL LIABILITY INSURANCE

1. Coverages Under This Section

The Company agrees to provide the following coverages under this Section:

Coverage A - Liability: To indemnify the Insured for all sums which the Insured shall become legally obligated to pay as damages because of bodily injury, including death at any time resulting therefrom, sustained by any person, and as damages because of injury to or destruction of property, including the loss of use thereof.

Coverage B - Medical Payments: To pay all reasonable expenses incurred not exceeding US\$1,000 within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident:

- (a) While on the Premises with the permission of an Insured, or
 - (b) While elsewhere if such injury -
 - (i) arises out of the premises or a condition in the ways immediately adjoining,
 - (ii) is caused by the activities of the Insured,
 - (iii) is caused by the activities of or is sustained by a domestic servant whether full time or part time while engaged in the employment of the Insured, or
 - (iv) is caused by an animal owned by or in the care of the Insured.
- Defence, Settlement, Supplementary Payments:** With respect to such insurance as is afforded by this Section for the LIABILITY coverage, the Company shall:
- (a) defend any suit against the Insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
 - (b) (i) pay all premiums on bonds to release attachments for amounts not in excess of the applicable limit of this Policy section, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (ii) pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest accruing

after entry of judgement until the Company has paid or tendered or deposited in court such part of such judgement as does not exceed the limit of the Company's liability thereon;

- (iii) pay expenses incurred by the Insured in the event of an accident causing bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
 - (iv) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request;
 - (v) And the amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this Policy section.
- ### **2. When Insurance Under This Section Does Not Apply**
- Insurance provided under this section does not apply:
- (a) to any business activities of the Insured, other than those which are ordinarily incidental to non-business pursuits; nor to claims arising from the rendering, or omission of rendering of any professional services; nor to any act or omission in connection with premises other than as stated in the Certificate of Insurance which are owned, rented or controlled by the Insured;
 - (b) to the ownership, maintenance, operation, use, loading or unloading of:
 - (i) automobiles, while they are away from the premises, except under COVERAGE A - LIABILITY - and then only with respect to operations being carried out by independent contractors for non-business purposes of an Insured;
 - (ii) watercraft, twenty-six (26) feet or more in overall length, or with outboard motors with more than twenty-five (25) horsepower or inboard motors with more than fifty (50) horsepower, when owned by or rented to an Insured and while located away from the premises; or
 - (iii) aircraft.

With respect to injury sustained by a domestic servant arising out of or in the course of his employment by the Insured, Sections (b) (i) and (b) (ii) above do not apply, and Section (b) (iii) is applicable only when such employee is engaged in the operation or maintenance of aircraft;

- (c) to injury, sickness, disease, death or destruction caused intentionally by or at the direction of the Insured;
- (d) to bodily injury or sickness, disease or death of any employee of the Insured arising out of and in the course of employment by the Insured, if benefits are wholly or partially payable, or required to be provided under any Workmen's Compensation Law, or if the Insured has a policy of insurance providing Employees' Compensation benefits for such employee on the date of occurrence; to liability assumed by the Insured under any contract or agreement, except liability of others assumed under a written contract specifically relating to the Premises;
- (e) in respect of bodily injury or property damage caused by, arising out of, aggravated by or resulting from "fungi" wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "fungi" wet or dry rot, or bacteria. "Fungi" means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts, produced or released by "fungi".
- (f) under COVERAGE A - Liability, to injury to, or destruction of, property used by, rented to or in the care, custody or control of the Insured or property on which the Insured is exercising physical control;
- (g) under COVERAGE B - Medical Payments, to bodily injury or to sickness, disease or death of
 - (i) any person, when arising out of or in the course of employment, if benefits are wholly or partially required to be provided under a Employees' Compensation Law or,
 - (ii) any Insured otherwise covered under this Policy or
 - (iii) any person, other than a domestic servant if such person is regularly residing on the premises, or is on the premises



because of a business conducted thereon, or is injured by an accident arising out of such business.

3. Limits of Liability Under This Section

The Limit of Liability stated in the Certificate of Insurance for COVERAGE A - Liability, is the limit of the Company's liability for all damages, including damages for care and loss of services, as the result of any one occurrence.

The Limit of Liability stated in the Certificate of Insurance for COVERAGE B - Medical Payments, is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident.

The term "Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability.

POLICY SECTION III:

PERSONAL EXCESS AND CATASTROPHE LIABILITY INSURANCE

1. Coverage Under This Section

The following coverages are provided under this Section:

Coverage A - Personal Excess Liability

To indemnify the Insured, subject to the Limit of Liability stated in the Certificate of Insurance, in accordance with the applicable insuring agreements of the Underlying Insurance and as fully and completely as though the Underlying Insurance had been issued to include such limit of Liability, for all sums which the Insured shall be legally obligated to pay as damages because of personal injury or property damage; provided this policy shall apply only in excess of the limits for Underlying Insurance.

Coverage B - Personal Catastrophe Liability

To indemnify the Insured, subject to the Limit of Liability stated in the Certificate of Insurance, against loss in excess of the Insured's Retained Limit of US\$1,000.00 as stated in the Certificate of Insurance for payment which the Insured shall be legally obligated to make as damages because of personal injury or property damage with respect to each occurrence not covered by Underlying Insurance.

DEFENCE, SETTLEMENT, SUPPLEMENTARY PAYMENTS:

UNDER COVERAGE A - Personal Excess Liability, if the Underlying Insurance is exhausted by any occurrence and the Underlying Insurance Company is not obligated to defend, nor to indemnify the Insured for the cost of such defence then the Company shall, at its sole option, settle, defend or indemnify the Insured for the cost of defending any claim or proceeding against the Insured resulting from the same occurrence. However, the Company may, but is not required to, participate in the investigation, settlement or defence of any claim or suit. If the Company so participates, then all expense not payable by the Underlying Insurance Company, including all reasonable expenses incurred by the Insured at the Company's request, shall be reimbursed to the Company.

UNDER COVERAGE B - Personal Catastrophe Liability, the Company shall pay the cost of legal expenses incurred with its consent or, at its sole option, shall defend any suit seeking damages payable thereunder, including suits for damages wholly or partly within the Insured's Retained Limit of US\$1,000. The Company may, however, make such investigation and settlement of any claim or suit as it deems expedient. The Insured shall promptly reimburse the Company for that amount for any payment within the Insured's Retained Limit of US\$1,000. If however, the entire payment made by the Company is not more than the Insured's Retained Limit of US\$1,000 reimbursement by the Insured shall be dependent upon agreement with the Company.

The Company shall pay with respect to suits defended under COVERAGE B - PERSONAL CATASTROPHE LIABILITY - in addition to the Limit of Liability of this Section:

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest on the entire amount of any judgement which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the

judgement which does not exceed the limit of the Company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable Limit of Liability stated in the Certificate of Insurance; and the cost of bail bonds required of the Insured because of accident or traffic law violation during the Policy Period; but without obligated to apply for or furnish any such bonds; The expenses referred to hereunder, with respect to Coverage B - Personal Catastrophe Liability, are excluded from and are not a part of the Insured's Retained Limit of US\$1,000 stated in the Certificate of Insurance.

2. Warranty of Underlying Insurance

It is warranted by the Named Insured that Underlying Insurances, written in the name of the Named Insured, are maintained in force during the term of this policy subject to limits of liability not inferior to the following:

- (a) Automobile Third Party Bodily Injury and Property Damage Liability on all automobiles owned by the Named Insured.

(i) Automobile liability policies outside the U.S. and Canada for amounts equal to that legally required in the country in which the automobile is registered or US\$50,000 Bodily Injury and Property Damage, whichever is greater.

(ii) Automobiles owned or registered in the U.S. or Canada: Combined Single Limit - US\$300,000.

- (b) Watercraft in excess of twenty-six (26) feet in length or with outboard motors more than twenty-five (25) horsepower or inboard motors more than fifty (50) horsepower owned by the Named Insured: Limit - US\$75,000 Per Occurrence - Bodily Injury and Property Damage

- (c) Other Insured Liability Exposures:

Limits - US\$100,000 Per Occurrence - Bodily Injury and Property Damage in accordance with the terms and conditions of Comprehensive Personal Liability Insurance provided in Section II of this policy.

In the event of failure by the Named Insured to comply with the conditions of this warranty, or in the event that the Underlying Insurances are uncollectible because of the failure of the Named Insured to meet all conditions and warranties thereof, the insurance afforded by this shall only apply in the same manner it would have applied had the required Underlying Insurance been so maintained in force and collectible.

3. When Insurance Under This Section Does Not Apply

Insurance provided under this Section does not apply under the following circumstances:

- (a) to injury, sickness, disease, death, damage or destruction with respect to any obligation of the Underlying Insurance Company which shall be deemed uncollectible or invalid by reason of bankruptcy or insolvency of the Underlying Insurance Company.

(b) to any obligation for which the Insured or the Underlying Insurance Company may be held liable under any Employees' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;

(c) to property damage in respect of property owned by the Insured;

(d) to any act committed by or at the direction of the Insured with intent to cause personal injury or property damage, but this exclusion does not apply to personal injury or property damage resulting from an act committed by the Insured for the sole purpose of protecting persons or property;

- (e) Under COVERAGE B - Personal Catastrophe Liability, no insurance is provided hereunder:

(i) with respect to liability assumed by the Insured under any contract or agreement in respect of property damage to property rented to, occupied or used by him or in his care, custody or control, or to the extent the Insured is under contract to provide insurance therefore;

(ii) with respect to any aircraft owned by, rented to or operated by or on behalf of the Insured;

(iii) with respect to any watercraft in excess of twenty-six (26) feet in length or with outboard motor(s) more than twenty-five (25) horsepower or inboard motor(s) more than fifty (50) horsepower



rented to the Insured for a period in excess of thirty days, or owned by the Named Insured unless notice is given to the Company within 15 days of the date of acquisition or rental thereof;

- (iv) to any business pursuits or business property of the Insured or to the rendering, or omission of rendering of any professional services or omission thereof;
 - (v) to personal injury or property damage arising out of advertising, publishing, broadcasting or telecasting activities for the Insured.
4. Limit of Liability

The Limit of Liability stated in the Certificate of Insurance is the limit of the Company's liability for all damages as the result of any one accident or occurrence under COVERAGE A - Personal Excess Liability or COVERAGE B - Personal Catastrophe Liability, or both combined. Subject to the above, (i) under Coverage A, the Company shall only be liable hereunder when the loss exceeds the policy limits of the Underlying Insurance and (ii) under Coverage B, the Company shall only be liable hereunder when the loss exceeds the Insured's Retained Limit of US\$1,000.

The Limit of Liability stated in the Certificate of Insurance is the Company's limit after making proper deductions for all deductions for all recoveries and salvages collectible.

5. Other Conditions of This Section

- (a) Application of Underlying Insurance Provision: Under COVERAGE A - PERSONAL EXCESS LIABILITY - this Section, except where a provision to the contrary appears herein, is subject to all the Conditions, Agreements, Exclusions and Limitations of and shall follow the Underlying Insurance in all respects, including changes by endorsements, and the Named Insured shall furnish the Company with copies of policies and changes upon request.
- (b) Employer's Liability: Common Law Defence - As a condition to the recovery of any loss under COVERAGE B - Personal Catastrophe Liability, with respect to personal injury to any domestic servant(s) whether full time or part time arising out of and in the course of employment by the Insured, the Insured warrants that he has not and will not abrogate his common law defences under any Employees' Compensation Law. In the event the Insured should, at any time during the Policy Period, abrogate such defences, such insurance as is afforded with respect to such employee(s) shall automatically terminate at the same time.
- (c) Appeals: In the event the Insured, or the Insured's Underlying Insurance Company elects not to appeal a judgement in excess of the Retained Limit of US\$1,000, the Company may elect to do so at its own expense, and shall be liable for the taxable costs disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the limit set forth in the Certificate of Insurance plus the taxable costs, disbursement and interest incidental to such appeal.
- (d) Loss Payment: There shall be no liability on the part of the Company, with respect to loss payment under this Section unless and until
 - (i) under COVERAGE A - Personal Excess Liability, the Insured's Underlying Insurance Company has paid the limit(s) of the Underlying Insurance and
 - (ii) under COVERAGE B - Personal Catastrophe Liability, the Insured has paid the Insured's Retained Limit of US\$1,000. Subject to the foregoing, the Insured shall make a definite claim for any loss for which this Company may be liable within twelve (12) months after the Insured shall have paid an amount in excess of the Insured's Retained Limit of US\$1,000, or the limit of the Underlying Insurance or after the Insured's liability shall have been made certain final judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant, and this Company. If any subsequent payments are made by the Insured on account of the same occurrence, additional claims shall be made and shall be payable within thirty (30) days after proof in conformity with this Policy.

Exclusions applicable to POLICY SECTION II & III:

Provided that this Section shall not be liable in respect of bodily injury or property damage caused by, arising out of, aggravated by or resulting from "fungi" wet or dry rot, or bacteria. This exclusion

includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "fungi" wet or dry rot, or bacteria. "Fungi" means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts, produced or released by "fungi".

POLICY SECTION IV:

24 HOUR ACCIDENT INSURANCE, DAILY ACCIDENT HOSPITAL INDEMNITY PLUS REPATRIATION EXPENSES

1. Coverage's Under This Section

The Company agrees to provide the following coverages under this section:

Coverage A - All Risk Accidental Death and Dismemberment

The Company agrees that if during the Period of Insurance the Insured Person sustains bodily injury as defined herein, as a result of a covered accident which solely and independently of any other causes shall within 12 calendar months result in death, loss or disablement or necessitate medical or surgical treatment, the Company will pay the Insured Person the appropriate benefit in the Schedule of Benefits hereunder.

However, coverage in respect of flying is limited to loss occurring while the Insured Person is riding not as an operator or crew member but solely as a passenger, in or on, boarding or alighting from any properly licensed private and/or commercial aircraft.

This Coverage will insure the Insured in respect of the following events as per the percentage of the Principal Sum insured or an amount as stated in accordance with the defined injury, resulting in:

- 1. Death.....100%
- 2. Permanent Total Disablement.....100%
- 3. Permanent and Incurable Paralysis of All Limbs.....100%
- 4. Permanent Total Loss of Sight of Both Eyes.....100%
- 5. Permanent Total Loss of Sight of One Eye.....100%
- 6. Loss of or the Permanent Total Loss of Use of Two Limbs....100%
- 7. Loss of or the Permanent Total Loss of Use of One Limb.....100%
- 8. Loss of Speech and Hearing.....100%
- 9. Permanent Total Loss of Hearing in
 - (a) both Ears.....75%
 - (b) one Ear.....15%
- 10. Permanent and Incurable Insanity.....100%
- 11. Loss of Speech.....50%
- 12. Permanent Total Loss of the Lens of One Eye.....50%
- 13. Loss of or the Permanent Total Loss of Use of Four Fingers and Thumb of
 - (a) Right Hand.....70%
 - (b) Left Hand.....50%
- 14. Loss of or the Permanent Total Loss of Use of Four Fingers of
 - (a) Right Hand.....40%
 - (b) Left Hand.....30%
- 15. Loss of or the Permanent Total Loss of Use of Thumb of
 - (a) both Right Joints.....30%
 - (b) one Right Joint.....15%
 - (c) both Left joints.....20%
 - (d) one Left Joint.....10%
- 16. Loss of or the Permanent Total Loss of Use of Fingers of
 - (a) three Right Joints.....10%
 - (b) two Right Joints.....7 1/2%
 - (c) one Right Joint.....5%
 - (d) three Left Joints.....7 1/2%
 - (e) two Left Joints.....5%
 - (f) one Left Joint.....2%
- 17. Loss of or the Permanent Total Loss of Use of Toes of
 - (a) all - one Foot.....15%
 - (b) great - both Joints.....5%
 - (c) great - Joints.....3%
- 18. Fractured Leg or Patella with established non-union.....10%
- 19. Shortening of Leg by at least 5 cm.....7 1/2%
- 20. Permanent Disability not otherwise provided for under Events 5 to 19 inclusive,



Such percentage of the Principal Sum Insured as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with the Compensation provided under Events 9 to 19 inclusive.

Coverage B - Daily Accident Hospital Indemnity - If as a result of accidental injury outside the country of residence, the Insured, spouse and dependent children of the Insured shall be necessarily confined commencing while this Policy is in effect, within a hospital under the professional care of a licensed physician, or surgeon, the Company will pay the Daily Hospital Indemnity of US\$50 per day up to maximum of ninety (90) days.

Coverage C- Repatriation Expenses - In the event of death, the Company agrees to pay the actual cost incurred in returning the remains, subject to a maximum of US\$5,000.

2. When Insurance Under This Section Does Not Apply

The insurance with respect to this Section shall not apply to:-

- (a) loss caused directly or indirectly, wholly or partly, by:
 - (i) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (ii) any other kind of disease;
 - (iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in the Policy);
- (b) any bodily injury which shall result in hernia;
- (c) suicide or any attempt thereat (sane or insane);
- (d) any other persons whose names are not in the application;
- (e) the Insured Person engaging in or taking part in naval, military or air force service or operations;
- (f) any mental and nervous disorders or rest cures;
- (g) pregnancy and resulting childbirth, miscarriage or disease of the female organs of reproduction;
- (h) routine physical or any other examinations, where there are no objective indications of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a physician;
- (i) cosmetic or plastic surgery, except as a result of accident;
- (j) congenital anomalies and conditions arising out of or resulting therefrom; pre-existing conditions;
- (k) use of narcotics; intoxication;
- (l) violation of law.

3. Amounts of Individual Insurance

The maximum amount of insurance for each Insured under this Section is US\$150,000. The spouse of the Insured may subscribe for insurance hereunder only if the Insured is covered and the amount of insurance for the spouse may not exceed that selected by the Insured. Dependent children may subscribe for insurance only if the Insured is covered and the amount of insurance for dependent children may not exceed 10% of that limit selected by the Insured.

4. Aggregate Limit of Indemnity

The limit of indemnity for which the Company shall be liable under this Section for all losses arising out of any one accident will be US\$300,000. In the event said limit of indemnity for any one accident is insufficient to pay the full amount of indemnity for each Insured, then the amount payable for each Insured shall be in the proportion that the limit of indemnity for any one accident bears to the total amount of insurance that would have been payable except for such limit of indemnity.

5. Other Conditions of This Section

- (a) **Medical Examination:** The Company shall have the right to examine the Insured when and as often as it may reasonably require during the pendency of claim hereunder and also the right to make any autopsy in case of death where it is not forbidden by law.
- (b) **To whom Indemnities are Payable:** Indemnity for loss of life of the Insured is payable to the named beneficiary, if surviving the Insured, and otherwise to the estate of the Insured. All other indemnities of this Section are payable to the Insured.

POLICY SECTION V: DOMESTIC SERVANTS INSURANCE

1. Coverages Under This Section\

The Company agrees to provide the following coverages under this Section

Coverage A - Employees' Compensation:

If at any time during the Period of Insurance, the domestic servant shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured and if the Insured shall be liable to pay compensation for such injury either under the Employees' Compensation Ordinance or at Common Law, then subject to the terms, exceptions and conditions contained herein or enclosed hereon, the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation. The maximum liability of the Company is limited to HK\$100 million for each period of insurance.

Provided always that in the event of any change in the Laws or the substitution of other legislation thereof, this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Laws have remained unaltered.

In any accident to which Coverage A applies and which results in the temporary incapacity of the domestic servant, the Company will pay to the Insured the full amount of the difference between the monthly earnings which the employee was earning at the time of the accident and the monthly earnings which he is earning or is capable of earning in some suitable employment or business after the accident in lieu of two-thirds of such difference as prescribed in the Legislation in respect of any period of such temporary incapacity not exceeding twelve (12) months from the commencement thereof. The indemnity 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.

Exceptions to Coverage A:

The Company shall not be liable under Coverage A in respect of :
The Insured's liability to employees of contractors to the Insured;
Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
Any injury by accident or disease sustained outside Hong Kong;

- (a) Any person who is not an "employee" within the meaning of the Employees' Compensation Legislation; Any liability arising from Pneumoconiosis;
- (b) Any late payment surcharge for which the Insured may become liable under the Employees' Compensation Legislation.

Coverage B - 24 Hour Accident Insurance

Refer to Policy Section IV - Coverage A for schedule of benefits and coverages.

Exceptions to Coverage B

The Company shall not be liable under Coverage B in respect of:

- (a) loss caused directly or indirectly, wholly or partly, by:
 - (i) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (ii) any other kind of disease;
 - (iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in the Policy);
- (b) any bodily injury which shall result in hernia;
- (c) suicide or any attempt thereat (sane or insane);
- (d) an Insured Person engaging in or taking part in naval, military or air force service or operations;
- (e) any mental and nervous disorders or rest cures;
- (f) pregnancy and resulting childbirth, miscarriage or disease of the female organs of reproduction;
- (g) routine physical or any other examinations, where there are no objective indications of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a physician;



- (h) cosmetic or plastic surgery, except as a result of accident;
- (i) congenital anomalies and conditions arising out of resulting therefrom; pre-existing conditions;
- (j) use of narcotics, intoxication;
- (k) violation of law.

2. Amounts of Individual Insurance

The maximum amount of insurance for each domestic servant under this Section is US\$5,000.

Other Conditions of Coverage B

- (a) Medical Examination: The Company shall have the right to examine the domestic servant when and as often as it may reasonably require during the pendency of claim hereunder and also the right to make any autopsy in case of death where it is not forbidden by law.
- (b) To whom Indemnities are Payable: Indemnity for loss of life of the domestic servant is payable to the beneficiary, if surviving the domestic servant, and otherwise to the estate of the domestic servant. All other indemnities of this Section are payable to the domestic servant.

Coverage C - Hospital Benefits

The Company agrees that if as a direct result of bodily injury sustained or sickness which declares itself during the Period of Insurance, the domestic servant is contained in a hospital on the recommendation and approval of a physician, the Company subject to receipt of satisfactory proofs will pay to the domestic servant 80% of the actual claim up to the maximum limits as stated hereunder:

- (a) Daily Hospital Room & Board
 - Max. per day.....US\$25
 - Max. 30 days per disability.....US\$750
- (b) Hospital Services
 - Covering operating room, drugs and medicine, anaesthetics, X-ray and Laboratory tests.
 - Max. per disability.....US\$450
- (c) Surgical Benefits
 - Maximum.....US\$800
- (d) In-Hospital Doctor Visit
 - Max. per day.....US\$20
 - Max. 30 days per disability.....US\$600

Exceptions to Coverage C:

The Company shall not be liable under Coverage C in respect of :

- (a) Bodily injury or sickness caused directly or indirectly, wholly or partly by:
 - (i) self-inflicted injury or conditions caused by chronic alcoholism or drug addiction or any attempt thereat, while sane or insane;
 - (ii) any violation or attempted violation of the law or resistance to arrest;
 - (iii) the employee engaging in air travel, except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- (b) The following services, products or conditions:
 - (i) Pre-existing conditions unless the covered person affected by these conditions has been insured under this policy for 12 consecutive months, for congenital anomalies;
 - (ii) Dental care, special nursing care, general physical or medical check-up; gingivitis, eye refractions, fitting of glasses, hearing aids;
 - (iii) Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind, rest cure or sanitarium care, including neurasthenia, anxiety states, neuritis, anaemia, insomnia, syncope, drug addiction or alcoholism, communicable disease requiring by law isolation or quarantine, venereal disease or syphilis, tuberculosis;
 - (iv) Treatment of an optional nature, e.g. cosmetic surgery for purposes of beautification or plastic surgery, and non-medical personal services such as radio, telephone, television and the like.
 - (v) Pregnancy and resulting childbirth, miscarriage, abortion or disease arising out of or resulting therefrom, birth control;
 - (vi) X-ray therapy, radium therapy, radium and isotopes;

- (vii) Racing of any kind (except foot racing), climbing, motorcycling, hunting, flying (except as a fare-paying passenger in a commercial airplane)
- (viii) Special nursing care, services of pathologists, physiotherapists, special nursing services or their board
- (ix) Expenses incurred for treatment of injury after 180 days from the date of accident.

Coverage D - Repatriation Expenses: The Company agrees that it will indemnify the Insured in respect of his contractual liability to repatriate the domestic servant to country of origin before the expiry of the domestic servant's terms of employment under the following circumstances:

- (a) In the event of the domestic servant's death, the actual cost incurred in returning the remains, subject to a maximum limit of liability of US\$150.
- (b) In the event of a registered medical practitioner certifying the domestic servant to be medically unfit to complete the term of the contract of employment with the Insured, otherwise than by reason of pregnancy or complications therefrom, the economy class air fare from Hong Kong to country of origin subject to a maximum of US\$300.

Exceptions to Coverage D:

The Company shall not be liable under Coverage D in respect of:

- (a) Bodily injury or sickness caused directly or indirectly, wholly or partly by:
 - (i) self-destruction or intentional self-inflicted injury or any attempt thereat, while sane or insane;
 - (ii) any violation or attempted violation of the law or resistance to arrest.
- (b) The following circumstances:
 - (i) pregnancy, miscarriage or childbirth or complications therefrom;
 - (ii) mental or nervous disorder, chronic alcoholism, drug addiction; pulmonary tuberculosis after diagnosis as such;
 - (iii) cosmetic surgery unless due to Injury, general check-up, physical convalescence or rest care;
 - (iv) installation and cost of hearing aids, eye examination for the correction of vision or fitting of glasses;
 - (v) bodily injury or sickness sustained or infirmity existent prior to the date of commencement of this Policy;
 - (vi) Dental care or surgery unless due to Injury;
 - (vii) X-ray therapy, radium therapy, radium and isotopes.

GENERAL CONDITIONS - ALL SECTIONS

1. Procedures to Apply in Case of Loss Under This Policy

Upon knowledge of loss, the Insured shall give notice thereof as soon as practicable to the Company. In case of loss by burglary, robbery, theft or larceny, notice also should be given to the public police.

 - (a) The Insured shall file Proof of Loss with the Company within thirty days after the discovery of loss, unless such time is extended in writing by the Company. Upon the Company's request, the Insured shall submit (and, so far as is within his or her power, shall cause all other persons interested in the property and household members and employees to submit), to examination by the Company, sign a sworn statement referring to the loss, and produce for the Company's examination all pertinent records - at such reasonable times and places as the Company may designate, and shall cooperate with the Company in all matters pertaining to the loss.
 - (b) Loss Appraisal: In case the Insured and the Company shall fail to agree as to the amount of loss, it shall be determined by competent and disinterested appraisers, one to be selected by the Insured and another by the Company; the two appraisers so chosen shall select a competent and disinterested umpire; the appraisers then shall estimate and appraise the loss, stating separately the sound values and damage; should they fail to agree, they shall submit their differences to the umpire; an agreement and award in writing of any two shall determine the amount of the loss. The Insured and the Company shall pay the



fees and expenses of the appraisers respectively selected by them, and shall bear equally the fees and expenses of the umpire and any other expenses arising from the appraisal proceedings.

- (c) Sue and Labor, Abandonment : In case of loss, it shall not only be lawful but also necessary for the Insured, or the Insured's representatives, to sue, labor, and travel for the defence, safeguard and recovery of the property insured, without prejudice to this insurance; the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss shall not be considered a waiver or an acceptance of abandonment. The Company will contribute to the expenses for such efforts in the proportion which the Limit of Liability applicable in the Certificate of Insurance bears to the total value of the property. There shall be no abandonment to the Company of the property insured.
- (d) Payment of Loss: Each claim for loss shall be adjusted separately and from the amount of each loss, when determined, the deductible amount stated in the Certificate of Insurance shall be subtracted. All adjusted valid claims shall be paid or made good to the Insured within 60 days after presentation and acceptance of satisfactory proof of interest and loss to the Company at the address shown above. No loss shall be paid hereunder if the Insured has collected the same from others.

Bailees not to benefit by this insurance: This insurance shall not accrue directly or indirectly to the benefit of any carrier or bailee.

4. General Exclusions

The insurance with respect to this policy shall not apply to losses, damages caused directly or indirectly, wholly or partly by:

- (c) riot, terrorism, war, declared or undeclared, revolutions or any war-like operations; radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident;" fungi", wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi" wet or dry rot, or bacteria occur, the "fungi", wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria.
- "Fungi" means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts, produced or released by "fungi".

5. Meaning of Words and Terms of this Policy

- (a) "INSURED" shall apply to the following persons:
- (i) Named Insured;
- (ii) if residents of the Named Insured's household, his spouse, domestic servants, any unmarried dependent children and the parents of the Named Insured or his spouse residing at the Name Insured's household for not less than one calendar year.
- (b) "PERSONAL INJURY" shall mean the following:
- (i) Bodily Injury, sickness, disease or disability, and if arising out of these occurrences, shock, mental anguish or mental injury,
- (ii) Libel, slander, defamation of character, invasion of privacy, false arrest, false imprisonment, wilful eviction, wrongful detention or malicious prosecution; and if arising out of those occurrences, shock, mental anguish or mental injury; including death resulting therefrom.
- (c) "PROPERTY DAMAGE" shall mean injury to or destruction of tangible property, including the loss of use thereof.
- (d) "INJURY" shall mean bodily injury which is sustained by an Insured Person during the period of this Policy and is caused by an accident, solely and independently of any other cause where death or disablement of the Insured Person results within 12 calendar months from the date of such accident.
- (e) "PERMANENT TOTAL DISABLEMENT" shall mean disablement which entirely prevents an Insured Person from attending to any business or gainful occupation (of any and every kind) or if he has no business or occupation from attending to any duties, which would normally, be carried out by him in his daily life.

- (f) "TEMPORARY TOTAL DISABLEMENT" shall mean the entire prevention of an Insured Person from attending to his daily business or his usual occupation or if he has no business or occupation, from attending to any duties which would normally be carried out by him in his daily life. The disability must occur within twelve months from the date of sustaining such injury.
- (g) "TEMPORARY PARTIAL DISABLEMENT" shall mean the prevention of an Insured Person from attending to a substantial part of his daily business or his usual occupation or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life. The aggregate period is up to 104 weeks but the disability must occur within twelve months from the date of sustaining such injury.
- (h) "PERMANENT" shall mean lasting twelve calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.
- (i) "LOSS OF LIMB" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- (j) "LOSS OF FINGERS OR TOES" shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- (k) "LOSS OF SIGHT OF EYE" shall mean the entire and irrecoverable Loss of Sight.
- (l) "LOSS OF SPEECH" shall mean the entire and irrecoverable Loss of Speech.
- (m) "LOSS OF HEARING" shall mean the entire and irrecoverable Loss of Hearing.
- (n) "LOSS OF USE" shall mean total functional disablement and is treated like the total loss of said limb or organ.
- (o) "PREMISES" shall mean all premises where the Named Insured maintains a residence; it includes (I) private approaches to such residence and (ii) other premises and approaches used in connection with such residence, other than business property and farms.
- (p) "BUSINESS PROPERTY" shall mean the following:
- (i) property on which a business is conducted, and
- (ii) property rented in whole or in part to others, or held for such rental by the Insured.
- "BUSINESS PROPERTY" will not include:
- (i) the "Named Insured's" residence if it is rented only occasionally or if it is a two family dwelling usually occupied in part by the Insured or;
- (ii) garages or stables, if not more than three car spaces or stalls which are so rented or held for rental.
- "BUSINESS" shall mean the conduct of any trade, profession or occupation.
- (q) "DOMESTIC SERVANT" shall mean an employee of the Named Insured whose duties are incidental to the premises.
- (r) "UNDERLYING INSURANCE" shall mean the insurance coverages as described and qualified in the Warranty of Underlying Insurance provision under clause 2 of Section III.
- (s) "UNDERLYING INSURANCE COMPANY" shall mean the insurance company or companies providing the "Underlying Insurance"
- (t) "AUTOMOBILE" shall mean a land motor vehicle, trailer or semitrailer; the term does not refer to crawled or farm type tractors or farm equipment nor to any other equipment which is designed for use principally away from public streets or highways and which is not subject to motor vehicle registration.
- (u) "BENEFICIARY" shall mean the person named as "Beneficiary" in the application completed by the Insured, or the person substituted as such.
- (v) "HOSPITAL" shall mean an establishment which meets all of the following requirement:
- (i) holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
- (ii) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (iii) provides 24-hour a day nursing service by registered or graduate nurses;
- (iv) has a staff of one or more licensed physicians available at all times;



- (v) provides organised facilities for diagnosis and major surgical facilities; and
- (vi) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.
- (w) "VALUABLES" shall be deemed to include without limitation, gold, silver, platinum, precious stones, jewellery, watches, furs, antiques and work of arts

6. Misrepresentation and Fraud

Any Certificate issued hereunder shall be voided if the Insured has concealed or misrepresented any material fact(s) or circumstance(s) concerning this Policy or the subject thereof, which could influence the judgement of whether to provide or continue to provide a coverage or not; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or to the property insured, whether such be done before or after a loss has occurred.

7. Assignment of Interest under this Policy

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon.

8. Action against the Company

No action, suit or proceeding shall lie against the Company unless, as condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until sixty days after the required proofs of loss have been filed with the Company. No action, suit or proceeding for the recovery of any claim under this Policy shall be maintainable in any court of law or equity unless the same be commenced within twelve months next after the calendar date of the happening of the physical loss out of which the said claim arose. Provided, however, that if by laws of the state or country within which this policy is issued such limitation is invalid, then any such claim shall be voided unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state or country, to be fixed herein.

9. Cancellation Provision

A Certificate of Insurance issued hereunder may be cancelled by the Insured named in such Certificate by surrender of the Certificate to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure in use by the Company. Pro-rata computation of earned premium shall be applied, however, if such cancellation arises from termination of the Named Insured's employment outside the country or its origin with the Employer or its foreign subsidiary, the Insured and the Company shall have the privilege, by means of thirty (30) days prior written notice to the other, of discontinuing the insurance of any further Certificate of Insurance hereunder. The exercise of this privilege by either the Insured or the Company shall not affect the validity of any Certificate issued prior to such notice, nor shall it affect the validity of any Certificates issued subsequent to such notice where the related applications have been received by the Company prior to the mailing of such notice. In such event, this Policy shall continue in force until the expiration of any all such outstanding Certificates. At the end of such time, this Policy shall be deemed terminated.

10. Other Insurance

Subject to all other applicable conditions appearing in this Policy, the Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

11. Subrogation

If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all the Insured's rights of recovery against any other person or persons and

the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

12. Data Recognition Exclusion

- (a) The Company will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - (i) correctly recognize any date as its true calendar date;
 - (ii) capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
 - (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) It is further understood that we will not pay for damage or consequential loss arising from the failure, inadequacy, or malfunction of any device, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such damage or consequential loss described in (a), (b), or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion aircraft or impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

13. Personal Data (Privacy) Ordinance

The Insured agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) AIG HK may use the Insured's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
 - i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
 - ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
 - iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
 - iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;



- v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
 - vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

14. Sanctions Exclusion

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

15. Contracts (Rights of Third Parties) Ordinance

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. Further, it is hereby noted and agreed that the Company and the Insured named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

16. Governing Law

The insurance contract of which this Policy forms part is subject to the laws of Hong Kong.

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