



## Household Contents Insurance

**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.

### SECTION 1 - CONTENTS

The Company agrees to pay for accidental physical loss of or damage to Household Contents under this Section, whilst contained and located within the insured premises subject to a maximum indemnity limit of HK\$500,000 during each Period of Insurance.

Provided that-

- (a) the liability of the Company shall be limited to HK\$100,000 for any one article; unless such article is declared and insured hereunder as a separate item;
- (b) the liability of the Company shall be deemed not to exceed HK\$100,000 for the total value of all Valuables;
- (c) in respect of Valuables, the maximum liability of the Company shall be limited to HK\$10,000 per article;
- (d) an excess of HK\$250 is to be applied in respect of each and every claim;
- (e) an excess of HK\$1,000 is to be applied for water damage in respect of each and every claim.
- (f) the Company shall not be liable for loss or damage arising out of theft or attempted theft, burglary or robbery while the insured premises or any part thereof is :-
  - i) licensed or let unless violent means are used to enter or leave the insured premises; or
  - ii) unoccupied for more than 45 consecutive days.
- (g) the Company shall not be liable for any malicious damage or vandalism if the insured premises is unoccupied for more than 45 consecutive days.
- (h) this Section shall be deemed to exclude any part of the structure or ceilings of the insured premises, wallpapers and the like.

### Extensions

This Section is extended to provide the following coverages :-

- 1) Personal Accident Benefit  
The Company will pay HK\$50,000 per person if the Insured or a member of household die within 3 months and maximum amount of HK\$5,000 in respect of medical expenses as a direct result of fire, explosion and burglary occurring within the Insured premises. The maximum amount payable in respect of this extension per year is HK\$200,000.
- 2) Domestic Servants Property  
The Company will indemnify the Insured for loss of or damage to personal effects of any Domestic Worker caused by an insured peril whilst such personal effects are contained within the insured premises.  
Provided that -
  - (a) such Domestic Worker -
    - i) shall as though he/she were the Insured observe, fulfil and be subject to the terms of this Policy so far as they can apply; and
    - ii) is not entitled to indemnity under any other policy;
  - (b) the liability of the Company shall not exceed HK\$10,000 during each Period of Insurance.
  - (c) an excess of HK\$250 is to be applied in respect of each and every claim.
- 3) Home Removal  
The Company will indemnify the Insured for loss of or damage to the Household Contents while they are being moved by

professional removers to a new insured risk location within Hong Kong. Provided that: -

- (a) the maximum liability of the Company shall be limited to HK\$3,000 for any one article and HK\$30,000 during each Period of Insurance.
  - (b) an excess of HK\$250 is to be applied in respect of each and every claim;
  - (c) the loss is not covered under any other policy.
- 4) Temporary Removal  
The Company will indemnify the Insured for loss of or damage to Contents while temporarily removed from the Buildings for cleaning, repair, relocation or maintenance within Hong Kong up to 7 days. Provided that-
    - (a) the liability of the Company shall in no case exceed HK\$50,000 during each Period of Insurance;
    - (b) an excess of HK\$250 is to be applied in respect of each and every claim;
    - (c) the Company shall not be liable for loss or damage to property removed for exhibition or sale;
    - (d) the loss is not covered under any other policy.
  - 5) Replacement of Locks and Keys  
Replacement of damaged locks and keys or installation of damaged windows due to burglary or attempted burglary are covered up to a maximum of HK\$2,000 during each Period of Insurance. An excess of HK\$250 is to be applied in respect of each and every claim
  - 6) Building Betterment  
The Company will indemnify the Insured against accidental physical loss of or damage to building improvement/ betterment including renovation, built-in closets, fixtures, flooring and wallpapers which are carried out by the Insured, up to a maximum of HK\$50,000 during each Period of Insurance. Provided that -
    - (a) the Company shall not be liable in respect of loss or damage to water tanks, apparatus and pipes;
    - (b) an excess of HK\$250 is to be applied in respect of each and every claim.
    - (c) an excess of HK\$1,000 is to be applied for water damage in respect of each and every claim.
  - 7) Temporary Accommodation  
In the event that the Building is damaged due to accidental physical loss or damage covered under this policy and rendered uninhabitable, the Insured is indemnified up to HK\$1,500 per day for cost of temporary accommodations and subject to a maximum of HK\$50,000 during each Period of Insurance.
  - 8) Removal of Debris  
The Company will indemnify the Insured for costs and expenses necessarily incurred by the Insured in removing debris, dismantling and/or demolishing, shoring up or propping, of the portion or portions of the Buildings damaged or destroyed by an insured peril, provided that the maximum liability of the Company under this Extension shall not exceed HK\$10,000 in aggregate for all insured claims.
  - 9) Frozen Food  
The Company will indemnify the full replacement cost of frozen food in the freezer or refrigerator at home due to deterioration caused by a change in temperature of the freezer or refrigerator. Provided that:
    - (a) the maximum liability of the Company shall in no case exceed HK\$1,000 in respect of each and every loss and HK\$5,000 per year;
    - (b) the Company shall not be liable for loss or damage resulting from the deliberate act of any person or the electricity supply company;
    - (c) loss or damage caused by the failure of the freezer or refrigerator unless such unit is less than five (5) years old.
- ### SECTION 2 – WORLDWIDE PERSONAL EFFECTS AND VALUABLES
- The Company agrees to pay for accidental physical loss of or damage to personal property owned, used, or worn by the Insured whilst in Hong Kong or travelling WORLD-WIDE for temporary visit not exceeding



60 (sixty) days each time. It is warranted that the maximum liability in respect of any one article shall be restricted to HK\$5,000 and subject to an aggregate of HK\$15,000 per Period of Insurance. Provided that -

- (a) The Company shall not be liable for theft of property left in -
  - i) unattended touring or convertible cars; or
  - ii) other unattended vehicles unless all windows doors luggage compartment, boot, sunroof and windscreen are completely closed and securely locked.
- (b) An excess of HK\$250 is to be applied in respect of each and every claim.
- (c) The Company shall not be liable for the loss of or damage to the Personal Effects and Valuables during the course of removal from the insured premises for the purpose of storage, cleaning, repair, renovation and maintenance or relocation to a new insured risk location, unless specifically agreed upon by the Company in writing in advance.

#### Extensions

- 1) Loss of passports, personal documents and the like, travellers' cheques, travel tickets, credit cards, manuscripts, securities, unused stamps, and bullion subject to an aggregate limit of HK\$1,000 per year.
- 2) Actual loss incurred as a result of unauthorized use of cash card and cash up to a limit of HK\$2,500 in aggregate per year.
- 3) Actual loss incurred as a result of unauthorized use of credit card up to a limit of HK\$2,500 in aggregate per year.

Provided that-

- (a) the loss or theft be reported within 24 hours of discovery to the local police authority.
- (b) an excess of HK\$250 is to be applied in respect of each and every claim.
- (c) the company shall not be liable to such loss or theft occurred within the insured premises.

#### SECTION 3 – COMPREHENSIVE PERSONAL LIABILITY

The Company will subject to a limit of HK\$5,000,000 in respect of any one claim or series of claims arising out of one event, and in aggregate during the Period of Insurance, indemnify the Insured against all sums for which the Insured may be legally liable for -

- (1) accidental third party bodily injury (whether fatal or not); or
  - (2) accidental third party damage to property;
- occurring anywhere in the world (excluding USA & Canada) during the Period of Insurance, and subject to Hong Kong jurisdiction.

Provided that the Company shall not be liable in respect of:-

- (a) ownership or occupancy as tenant of any other building, premises or land not declared for this Policy
- (b) bodily injury to any person who is the Insured or a member of the Insured's family or household or at the time of sustaining such injury is engaged in and upon the service of the Insured;
- (c) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured, or to any property which could have been insured under Section 1 & 2 hereof;
- (d) bodily injury or damage arising out of or incidental to -
  - i) the Insured's profession or business or employment; or
  - ii) the use of lifts, escalators, vehicles, watercraft or aircraft;
- (e) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (f) bodily injury and/or property damage to any person occurring within the common area of the main structural building (hereinafter referred to as "The Main Building") in which the insured premises is located and forms a part thereof and the legal liability for such bodily injury and/or property damage attaches to or applies by operation of law to some or all of the owners of the Main Building except that in such event the Company's liability will be limited only to a sum that is equal to the total amount of the court judgement for such bodily injury and/or property damage multiplied by a fraction which is equal to the Insured's share or part ownership interest as set out in title documents in the Main Building which can be subjected to judicial execution to satisfy the said court judgment;
- (g) bodily injury and/or property damage caused by, arising out of, aggravated by or resulting from fungi, wet or dry rot, or bacteria.

- (h) any liability to any person who makes a claim because of bodily injury to any person who is in the care of the Insured because of child care services provided by or at the direction of the Insured or any other person actually or apparently acting on the Insured's behalf;
- (i) any liability arising out of any actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped status, sexual preference or any other discrimination;
- (j) loss arising directly or indirectly out of wrongly termination of employment;
- (k) any liability for bodily injury arising out of loss of physical or mental control over one's body which may be attributable to (without limitation) any sickness, disease, nervous shock, insanity, mental disorder or any mental problem or any liability for bodily injury as a result of gradual physical & mental wear and tear or any gradual operating cause;
- (l) bodily injury or any liability whatsoever arising from transmission to any person of any communicable disease, bacteria, parasite, virus or other organism from any Insured. For the avoidance of doubt, communicable disease shall include any infectious disease for the purpose of this exclusion.

In addition, in respect of a claim to which the indemnity expressed in this Extension applies, the Company will pay (as part of and not in addition to the indemnity amount under this section)

- (a) all costs and expenses recovered by any claimant from the Insured; and
- (b) all costs and expenses incurred by the Insured with the written consent of the Company.

In the event of the Insured's death, the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in accordance with the terms of and subject to the limitations of this Extension provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms of this Policy so far as applicable.

#### MEMORANDUM

- 1) Replacement Cost Memorandum - Section 1 & 2  
It is hereby agreed that in the event the property insured under Section 1 & 2 hereof is destroyed, damaged or lost, the basis upon which the amount payable under this Policy is to be calculated shall be the replacement cost of the property so destroyed, damaged or lost, and the Company will pay not more than the smaller of the following amounts :-
  - (a) the full cost of repair at time of loss; or
  - (b) the declared value or specific limits as stated in this Policy.Provided that the actual repair or replacement is completed within 90 days from the date of loss or damage, unless otherwise agreed.
- 2) An indemnity settlement basis will be applied if
  - (a) claims are on clothing and furs; or
  - (b) the Insured decides not to reinstate, repair or replace the lost and/or damaged item.

#### SPECIAL PROVISION

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

#### GENERAL CONDITIONS

- 1 Words in masculine gender shall include the feminine.
- 2 Observance of Policy Terms  
The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the information set out in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 3 In the event of any happening which may give rise to a claim or in the case of loss under this Policy-
  - (a) Notice to Company



Upon knowledge of loss, the Insured shall give notice thereof as soon as practicable to the Company.

- (b) Notice to Police  
In case of loss or loss by burglary, robbery, theft or larceny, notice also should be given to the police.
- (c) Proof of Loss  
The Insured shall file a Proof of Loss with the Company within thirty (30) 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, a duly signed 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 co-operate with the Company in all matters pertaining to the loss.
- (d) Non-admission  
The Insured shall not make any admission of liability or enter into any settlement or compromise of a loss without obtaining the written consent of the Company.
- (e) The Insured shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
- (f) Payment of Loss  
Each claim for loss shall be adjusted separately and from the amount of each loss, when determined, the applicable deductible amount stated in this Policy shall be subtracted. No loss shall be paid hereunder if the Insured has collected the same from others.
- (g) Bailees not to benefit from this insurance  
This Policy 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 damage/losses of or caused directly or indirectly, wholly or partly by -

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or requisition or destruction or damage to property by or under the order of any Government or Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act, except any damage done by the Hong Kong Fire Services Department in the execution of its duties on the occasion of a fire and on the occasion of other incidents that may develop into a real fire situation or confiscation or nationalization.
- (b) any losses directly or indirectly caused by or arising from or in consequence of or contributed to by :
  - i) nuclear weapons material;
  - ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (c) pressure waves caused by aircraft and other aerial device.
- (d) special equipment or apparatus used in connection with any profession, business or employment, or items which are insured under a separate policy.
- (e) Uninsurable/Uninsured risk.
- (f) malicious damage or vandalism by any person lawfully in the insured premises.
- (g) contact or corneal lenses, mobile/portable telephone.
- (h) detention, seizure or confiscation by customs or other officials.
- (i) contents on roof or in open area including but not limited to aerial devices or satellite dish.
- (j) bonds, bills of exchange, cash, coins, cheques, promissory notes, postal or money orders, record or book or similar tokens, luncheon vouchers, stored value cards, credit cards, deeds, documents of title, manuscripts, medals, passports, personal documents and the like, stamps, share certificates and travel tickets unless specifically covered.
- (k) animals, automobiles, bicycles, tricycles, motorcycles, aircrafts, boats or other vehicles (except baby carriages and

invalid chairs), or their equipment or furnishings except when removed from the vehicle and actually in the insured premises.

- (l) to property under a contract of affreightment while aboard any ship or during loading or unloading therefrom.
  - (m) against the marring or scratching of any property or breakage of eyeglasses, hand mirrors, glassware, statues, 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.
  - (n) 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.
  - (o) against wear and tear and depreciation, against loss or damage caused by dampness of atmosphere or extremes of temperature, seepage of water due to typhoon, windstorm or rain; against deterioration, moth, vermin and inherent vice, against damage to property caused by or directly resulting from any work thereon in the course of a process of washing, cleaning, dyeing, alteration, restoration, maintenance, refinishing, renovating or repairing.
  - (p) to property on exhibition on fairgrounds or on the premises of any national or international exposition unless such premises are specially described herein.
  - (q) to accidental damage or breakage to sports, or medical equipment whilst in use.
  - (r) overwinding, denting or internal damage of clocks or watches.
  - (s) to breakage of strings, reeds of drumheads of musical instrument from any cause or loss or damage to musical instruments while in transit, unless they are packed in a suitable container.
  - (t) consequential loss or damage of any kind whatsoever except as provided for under the alternative accommodation extension under Section 1.
  - (u) against loss or damage caused to films, tapes, cassettes, cartridges or discs other than for their value as unused material or the maker's latest list price for pre-recorded material.
  - (v) to loss resulting from unexplained or mysterious disappearance or shortage disclosed on periodic checking.
  - (w) to loss resulting from the wilful act of an Insured or of any Domestic Worker of an Insured living or working in the insured premises.
  - (x) any properties which have been insured under other section(s) of the same Policy AND any properties which have been insured under any other policy, the Company shall only be liable for the unsettled balance of all the costs or expenses incurred and / or up to the maximum amount stated under each sections.
  - (y) loss or damage caused by chewing, scratching, tearing or fouling by your domestic pets (not applicable to Section 3).
  - (z) i) any unlawful construction, renovation, alteration or decoration work of any kind on the insured premises;  
ii) construction, renovation, alteration or decoration work on the insured premises, unless the same is notified to the Company and the same specifically agreed to in advance by the Company in writing.
- #### 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 – the Insured's spouse, children, parents and other relatives who normally live with the Insured in the insured premises.
  - (b) "Household Contents" shall include furniture (whether fixed onto the wall), household goods, home appliances, and personal effects belonging to the Insured, fixtures, fittings and interior design by the Insured at his own expenses or for which he is legally responsible as a tenant, but excluding fixtures, fittings and interior design. For this purposes fixture, fittings and interior design include but not limited to flooring, false ceiling, doors, gates and windows attached to or within the insured premises.



- (c) "Valuables" shall be deemed to include without limitation, gold, silver, platinum, precious stones, jewellery, watches, furs, antiques, works of arts (including wall-hanging rug), vintage wine, photographic equipment, coin collections, silverware, chinaware, crystal items or collection, binoculars, curios, portable audio/video equipment and musical instruments (except pianos) belonging to the Insured.
- (d) "Domestic Worker" shall mean an employee of the Named Insured whose duties are mainly in relation or incidental to the household chores, excluding the driving of any motor vehicle on a regular basis, unless specifically declared to and agreed by the Company.
- (e) "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) "Uninsurable/ Uninsured Risks"
- i) scratching, denting, rust, corrosion, wear and tear or depreciation,
  - ii) wood worm, beetle, moth, insects or vermin,
  - iii) 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.
  - iv) mechanical or electrical fault or breakdown,
  - v) any process of cleaning, dyeing, renovation, re-styling repairing or restoring,
  - vi) any other gradual operating cause,
  - vii) consequential loss or damage of any kind or depreciation,
  - viii) infidelity or dishonesty on the part of the Insured, his family or any of his employees,
  - ix) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light.
  - x) animals, plants or any kinds of living organism / creature.
- 6 Jurisdiction Clause  
The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong, nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong, whether by way of reciprocal agreements or otherwise.
- 7 Salvage  
The Company may pay for the loss in money or for the cost of repair or replacement of 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 which is 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. 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.
8. Reasonable Precautions  
The Insured shall -
- (a) use all reasonable diligence and care to keep the insured premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body; and
  - (b) exercise all reasonable precautions for the maintenance and safety of the property insured; and
- (c) take all reasonable precautions to minimise any injury, loss or damage which may occur and to take all reasonable steps to recover any property lost.
9. Control of Claims  
The Company shall be entitled -
- (a) to indemnify the Insured by payment or at its option by reinstatement, repair or replacement;
  - (b) on the happening of any loss or damage for which indemnity is provided under Section 1 and/or 2, to enter any building where the loss or damage has happened, to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company, shall be proof of leave and licence for such purpose but no property may be abandoned to the Company;
  - (c) to pay at any time to the Insured the Limit of Liability provided under the Comprehensive Personal Liability of Section 3 or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
10. Arbitration  
If any differences arise as to the amount to be paid under this Policy, such differences shall be settled by arbitration under the Domestic Arbitration Rules of Hong Kong International Arbitration Centre. If the parties fail to agree upon the choice of an arbitrator, then the choice shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre. It shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre.
11. Misrepresentation and Fraud  
Any Policy issued hereunder shall be void if the Insured conceals or misrepresents any material fact or circumstance concerning this Policy or the subject thereof; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or the property insured, whether such be done before or after a loss has occurred.
12. Assignment of Interest  
Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon. The Company is not obliged to give consent therefore.
13. Action against the Company  
No action, suit or proceeding shall lie against the Company unless, as a 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 the 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.
14. Cancellation Provision  
This Policy may be cancelled at any time at the request of the Named Insured in writing to the Company and the premium shall be adjusted on the basis of the Named Insured paying to the Company, or the Company retaining, as the case may be, the customary short term premium or minimum premium then due up to the date of cancellation. The date of cancellation shall be the date the Company actually receives the said request in writing. The Company is also entitled to cancel this Policy upon giving to the Named Insured thirty (30) days notice in writing at his last known address and the premium shall be adjusted on the basis of the Named Insured paying to the Company, or the Company retaining, as the case may be, the pro-rata premium then due up to the date of cancellation. The date of cancellation shall be the date stipulated in the said notice in writing.



#### 15. 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 Policy had not been effected, except that the coverage provided for under this Policy shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

#### 16. 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 and render cooperation to the Company in relation to our subrogation. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

#### 17. Burden of Proof

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of any exclusions which may be applicable, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

#### 18. 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 exclusion 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.

#### 19. 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 adjusters, 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](mailto: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](http://www.aig.com.hk).

#### 20. 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.

#### 21. 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.

#### 22. Governing Law

The Insurance contract of which this Policy forms part is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

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