



Home 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 hereafter 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 loss of or damage to household contents and personal property including, without limitation, tenant's fixtures and fittings (hereinafter called "Contents") owned, used, or worn by the Insured or by other persons insured under this Section, whilst contained within the insured premises subject to a maximum indemnity limit of HK\$1,800,000 during each period of insurance.

Provided that -

1. no one article shall be deemed of greater value than HK\$200,000;
2. the total value of all Valuables shall be deemed not to exceed HK\$300,000 per year;
3. in respect of Valuables, the maximum liability of the Company shall be limited to HK\$10,000 per article;
4. an excess of HK\$200 in respect of each and every loss with the exception of water damage for which HK\$500 is to be applied;
5. the Company shall not be liable for loss or damage arising out of theft, burglary or robbery while the Buildings or any part thereof is -
 - (i) licensed or let unless violent means are used to enter or leave the Buildings; or
 - (ii) unoccupied for more than 30 consecutive days.
6. this Section does not cover loss or damage to any of the followings:-

bonds, bills of exchange, cash, coins, cheques, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates and travel tickets.

Extensions

This Section is extended to provide the following coverages:-

1. Bodily injury suffered by an Insured whilst in the Buildings caused by violent external and visible means and sustained as a result of fire or caused by robbery, burglary or attempt thereof where such bodily injury shall within three calendar months result in the death of an Insured in which case the Company will pay HK\$200,000 to the Insured's personal representatives. Where compensation is payable under this Extension in respect of the death of more than one Insured arising out of the same event the aforesaid limit shall be applicable to the aggregate compensation payable for all such Insureds, which compensation shall be apportioned in equal shares.
2. The Company will indemnify the Insured for loss of or damage to personal effects of any Domestic Servant caused by an insured peril whilst such personal effects are contained within the Buildings.

Provided that -

- (a) such Domestic Servant -
 - (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 in no case exceed HK\$10,000;
- (c) an excess of HK\$200 is to be applied in respect of each and every loss.

3. The Company will indemnify the Insured for loss of or damage to the Contents while temporarily removed from the Buildings for cleaning, repair, renovation or maintenance within Hong Kong up to 7 days.

Provided that -

- (a) the liability of the Company shall in no case exceed HK\$100,000;
 - (b) an excess of HK\$200 is to be applied in respect of each and every loss.
 - (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.
4. 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\$5,000 during each period of insurance.
 5. In the event that your home is damaged due to an accident and rendered as uninhabitable, you are covered 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; and for temporary storage of furniture, you are covered up to a maximum of HK\$100,000 during each period of insurance and up to 30 consecutive days each time.
 6. Up to a maximum limit of HK\$360,000 per insurance period on building betterment, including renovation, built-in closets, fixtures, fitting and flooring, under Contents section is automatically attached, subject to an excess of HK\$500 in respect of each & every loss with the exception of water damage for which HK\$500 or 10% of adjusted loss is to be applied, whichever is greater.

Automatic Extensions

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 -

- (a) accidental bodily injury (whether fatal or not); or
 - (b) accidental damage to property;
- occurring world-wide in respect of temporary visit not exceeding 60 consecutive days per each visit.

For liability incurred in U.S.A. & Canada, in respect of temporary visit, it should not exceed 30 consecutive days per each visit, and the limit of liability is HK\$2,500,000 per year.

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

1. bodily injury to any person who is 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;
2. 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;
3. bodily injury or damage arising out of or incidental to -
 - (a) the Insured's profession or business or employment; or
 - (b) the use of lifts, escalators, vehicles, watercraft or aircraft;
4. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

SECTION 2 - 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 WORLDWIDE. It is warranted that 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 year.

Provided that -

1. The Company shall not be liable for theft of property left in -
 - (a) unattended touring or convertible cars; or



- (b) other unattended vehicles unless all windows doors luggage compartment, boot, sunroof and windscreen are completely closed and securely locked.
- 2. An excess of HK\$200 loss in respect of each and every loss is to be applied.

Extensions

- 1. loss of passports, travellers cheques, travel tickets, credit cards, manuscripts, securities, unused stamps, and bullion subject to an aggregate limit of HK\$3,000 per year, and excess of HK\$200 is to be applied in respect of each and every loss.
- 2. actual loss incurred as a result of unauthorized use of cash card and cash up to a limit of HK\$3,000 in aggregate per year.
- 3. actual loss incurred as a result of unauthorized use of credit card, maximum amount is a HK\$5,000 per year

Memorandum

Replacement Cost Memorandum – Section 1 & 2

It is hereby agreed that in the event the property insured under Sections 1 or 2 hereof is destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated shall subject to Clause 5 of the General Conditions be the replacement cost of the property so destroyed or damaged, and the Company will pay not more than the smaller of the following amounts;

- (i) the full cost of repair at time of loss; or
- (ii) 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.

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. 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.
- 2. Procedures to Apply in 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 by burglary, robbery, theft or larceny, notice also should be given to the public police.
 - c) Proof of Loss
The Insured shall file a 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.
 - 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) 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.

- f) Bailees not to benefit by this insurance
This Policy shall not accrue directly or indirectly to the benefit of any carrier or bailee.

3. General Exclusions

The insurance with respect to this Policy shall not apply to losses caused directly or indirectly, wholly or partly by –

- a) riot, terrorism, war, declared or undeclared, revolutions or any war-like operations except otherwise stated under Section 1;
- b) radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident.
- 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 item which are insured under a separate policy.
- e) Uninsurable risk such as scratching, corrosion, wear and tear, mechanical or electrical breakdown.
- f) Malicious damage or vandalism by a person lawfully in the home.
- g) Contact or corneal lenses, mobile/portable telephone/CT-2.
- h) Detention, seizure or confiscation by customers or other officials.
- i) Contents on roof or in open area.
- j) Aerial devices or satellite dish.

4. 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, any unmarried dependent children and the parents of the named Insured or his spouse residing at the Named Insured's household for not less than one calendar year.
- b) "Valuables" shall be deemed to include without limitation, gold, silver, platinum, precious stones, jewellery, watches, furs, antiques, works of arts, photographic equipment, binoculars, curious and musical instruments (except pianos) belonging to you or any member of your family.
- c) "Domestic Servant" shall mean an employee of the Named Insured whose duties are in relation or incidental to the Buildings.

5. Maintenance of Sum Insured

The Insured shall at all times maintain the sum insured at a level which represents –
the full replacement value of the property insured Section 1 and 2 at the inception of this Policy.

Should the sum insured be less than 90% of the said full 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.

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 or Macau, nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong or Macau, 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 Buildings 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 Sections 1 and 2 to enter any building where the loss or damage has happened and 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 Extension of Sections 1 and 2 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 insured with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment

10. Assignment of Interest under this Policy

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

11. Misrepresentation and Fraud

Any Policy issued hereunder shall be void if the Insured has concealed or misrepresented 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. Arbitration

Any differences arising as to the amount to be paid under this Policy (liability being otherwise admitted) shall be referred to the decision of an Arbitrator to be appointed by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each party. In the event of disagreement between the Arbitrators the difference(s) shall be referred to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. An award made following these proceedings shall be a condition precedent to any right of action against the Company.

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 void 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 affected, 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. 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. 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. 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.

19. 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.

20. 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.

21. 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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AIG Insurance Hong Kong Limited
46/F, One Island East, 18 Westlands Road,
Island East, Hong Kong
Tel: 3666 7033 Fax: 2832 9514