



**HOUSEOWNERS & HOUSEHOLDER INSURANCE**  
**[IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]**

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 Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH that**

In respect of events occurring during the Period of insurance and subject to the definitions, terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

**COVERAGES**

**SECTION I – LOSS OF OR DAMAGE TO THE BUILDINGS**

The Company will, subject to the Limits of Liability, indemnify the Insured against loss of or damage to the Buildings caused by an Insured Peril.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

**SECTION II – LOSS OF OR DAMAGE TO THE CONTENTS**

The Company will, subject to the Limits of Liability, indemnify the Insured against :

- (A) Loss of or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril.

The indemnity provided by Section II (A) shall extend to apply to the Contents whilst temporarily removed from the Buildings but remaining in the territories of Hong Kong.

Provided that :

- (1) this extension shall not apply to
  - (a) property otherwise insured
  - (b) property removed for sale or exhibition or to a furniture depository
- (2) the amount recoverable under this extension shall not exceed 15 per cent of the Total Sum Insured on Contents.

- (B) Breakage of mirrors, other than hand mirrors, whilst contained in the Buildings. The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

**SECTION III – LOSS OF OR DAMAGE TO SERVANTS' PROPERTY**

At the request of the Insured the Company will, subject to the Limits of Liability, provide indemnity against loss of or damage to personal effects of any domestic servant of the Insured caused by an Insured Peril whilst such personal effects are contained in the Buildings or in any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such servant is residing with the Insured or any member of the Insured's family normally residing with him.

Provided that:

- (1) such servant
  - (a) shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy so far as they can apply
  - (b) is not entitled to indemnity under any other policy
- (2) no indemnity shall be provided under this Section for loss of damage which would not have given rise to a valid claim under Section II had the property lost or damaged formed part of the Contents.

**SECTION IV – ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT**

In the event of the Buildings being rendered uninhabitable by an Insured Peril, the Company will, subject to the Limits of Liability, indemnify the Insured against :

- (i) reasonable additional expense for alternative accommodation
- (ii) loss of rent payable to the Insured

actually incurred by the Insured during the period necessary for the reinstatement of the Buildings.

**SECTION V – LIABILITY TO THE PUBLIC**

The Company will, subject to the Limits of Liability, indemnify the Insured against all sums for which the Insured may be legally liable :

- (A) as owner of the Buildings

- (B) as a private household occupying the Buildings

in respect of :

- (1) accidental bodily injury (whether fatal or not)
- (2) accidental damage to property occurring in or about the Buildings during the Period of Insurance.

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

- (a) bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured
- (b) 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
- (c) bodily injury or damage arising out of or incidental to :
  - i) the Insured's profession or business
  - ii) the use of lifts, elevators or vehicles
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Company will pay :

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

In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify, the Insured's personal representatives in the terms of and subject to the limitations of this Section 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 they can apply. For the purpose of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

**SECTION VI – COMPENSATION FOR DEATH OF THE INSURED**

If the Insured whilst at the Buildings shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the Insured the Company will, subject to the Limits of Liability, pay compensation to the Insured's personal representatives.

**GENERAL EXCEPTIONS**

The Company shall not be liable in respect of :

1. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of :
  - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
  - (b) mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) an Excluded Peril
- In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expenses, liability or bodily injury is covered shall be upon the Insured.
2. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Buildings or the Contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Buildings are situated.
3. any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by :
  - (a) nuclear weapons material
  - (b) ionizing 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



General Exception 3(b), combustion shall include any self-sustaining process of nuclear fission.

4. consequential loss or damage of any kind except as provided in Section IV.

#### **LIMITS OF LIABILITY (ALL IN HONG KONG DOLLARS)**

##### **Limit of the Company's Liability**

Under SECTION I – In respect of loss or damage occurring during any one Period of Insurance the Sum Insured on each item of the Buildings.

Under SECTION II –

- (a) In respect of any one article (furniture, household appliances, radio and television sets, pianos and organs excepted) 5 per cent of the Total Sum Insured on Contents unless such article is declared and insured as a separate item of the Contents.
- (b) In respect of all platinum, gold, silver and the jade articles, jewellery and furs one-third of the Total Sum Insured on Contents unless specially agreed herein.
- (c) In respect of loss or damage occurring during any one Period of Insurance the Sum Insured on each item of the Contents.

Under SECTION III – 15 percent of the Total Sum Insured on Contents.

Under SECTION IV – 10 percent of the Total Sum Insured on Buildings plus 10 percent of the Total Sum Insured to Contents.

Under SECTION V – \$150,000 in respect of any one claim or series of claims arising out of one event.

Under SECTION VI – \$15,000 or one-half of the Total Sum Insured on Contents whichever is the less.

#### **INSURED PERILS**

- (1) FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE
- (2) EXPLOSION
- (3) AIRCRAFT OR OTHER AERIAL DEVICE or any article dropped therefrom
- (4) BURSTING OR OVERFLOWING OF A WATER TANK, APPARATUS OR PIPE  
EXCLUDING
  - (a) under SECTION I :
    - i) the first \$3,000 in respect of each any every loss
    - ii) loss or damage occurring while the Buildings are left unfurnished
  - (b) under SECTION II – damage caused to such water tank, apparatus or pipe
- (5) THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING into or out of a Building or any attempt thereat.  
Provided that under SECTION II and III during any period when the Buildings are left without an inhabitant cover against Theft is suspended from the beginning of the fifteenth day of such unoccupancy.
- (6) IMPACT WITH THE BUILDINGS by any road vehicle, horse or cattle not belonging to nor under the control of the Insured or any Member of his family normally residing with him.
- (7) EARTHQUAKE OR VOLCANIC ERUPTION, including Flood or Overflow of the Sea occasioned thereby.  
EXCLUDING under SECTION I the first \$750 of each and every loss.
- (8) HURRICANE, CYCLONE, TYPHOON OR WINDSTORM, including Flood or Overflow of the Sea occasioned thereby.  
EXCLUDING
  - (a) under SECTION I
    - (i) SUBSIDENCE OR LANDSLIP, and
    - (ii) the first \$3,000 of each and every loss
  - (b) under SECTION II and III property in transit or on the person.
- (9) As regards SECTION II and III  
FLOOD OR OVERFLOW OF THE SEA not occasioned by Insured Peril (7) or (8) above EXCLUDING property in transit or on the person.

#### **EXCLUDED PERILS**

- (a) As regards Insured Peril (2) only –  
ACTS OF TERRORISM committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this exclusion, "terrorism" means the use of

violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

- (b) HURRICANE, CYCLONE, TYPHOON OR WINDSTORM as regard any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), awnings, blinds, signs, external television and radio antennae, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.
- (c) FLOOD OR OVERFLOW except as specifically insured against by this Policy.

#### **DEFINITIONS**

1. **Buildings** : The term "buildings" shall mean the buildings of the private dwelling house of private flat situate as described in the Policy Schedule and of all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises and shall include landlord's fixtures and fittings therein and the walls, gates and fences around and pertaining thereto.

PROVIDED that for the purpose of SECTIONS I AND IV the Buildings shall be deemed to exclude:

- (a) any property not belonging to the Insured or for which he is not legally responsible.
  - (b) any property the value of which is included in the Total Sum Insured on Contents.
2. **Contents** : the term "contents" shall mean furniture, household goods and personal effects (except any specifically insured hereunder as separate items) the property of the Insured or any member of his family normally residing with him and fixtures and fittings the property of the Insured or for which he is legally responsible.  
PROVIDED that the "Contents" shall be deemed to exclude:
    - (a) property more specifically insured under another policy.
    - (b) deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, stamps, documents of any kind, cash, currency notes, manuscripts, medals, coins, motor vehicles and accessories, pedal cycles and livestock unless specially mentioned herein.
    - (c) any part of the structure or ceilings of the Buildings, wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
    - (d) any property the value of which is included in the Total Sum Insured on Buildings.
    - (e) Property contained in or on verandahs, balconies, patios, terraces, forecourts and in the open generally.
  3. **Address** : Unless specifically mentioned in the Policy Schedule the Buildings are declared by the Insured to be constructed of brick, stone, concrete or reinforced concrete and roofed with concrete, reinforced concrete, state, tile, metal, asbestos or a combination of asbestos and other incombustible mineral ingredients.

#### **CONDITIONS**

1. This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
2. 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 under Section II and III.
3. In the event of any happening which may give rise to a claim under this Policy, the Insured (or in the case of a Claim under Section VI, the Insured's personal representative) :
  - (a) shall give immediate notice in writing to the Company



- (b) if there has been theft or any attempt thereat, shall give immediate notice to the Police
  - (c) shall at his (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section I, II or III not later than thirty days after the occurrence of the loss or damage
  - (d) if a claim may arise under Section V, shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist and claim or to institute proceedings
  - (e) 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) shall give the Company all such information as the Company may reasonably require
4. The Company shall be entitled :
- (a) on the happening of any loss or damage for which indemnity is provided under Section I, II or III, 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.
  - (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
  - (c) to pay at any time to the Insured the Limit of Liability under Section V 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 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.
5. If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
6. If either the Buildings or the Contents shall at the time of any loss or damage for which indemnity is provided under Sections I or II be of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the amount of such loss or damage accordingly and every item of the Buildings and of the Contents shall be separately subject to this Condition.
7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefit hereunder shall be forfeited.
8. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall be endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
9. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven days' notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company

receiving or retaining pro rata premium.

10. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained.

#### ADDITIONAL CLAUSES AND WARRANTIES

##### A.13 MORTGAGEE CLAUSE

If any other interested party is specified in the Schedule any loss under this Policy shall be payable to such party to the extent of their interest. It is hereby agreed that in the event of loss or damage the Insurers will pay such party to the extent of their interest and that this insurance in so far as concerns the interest therein of the said party only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured nor by anything whereby the risk is increased being done to upon or in any building hereby insured without the knowledge of the such party provided always that such party shall notify the Insurers of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change alteration or increase shall come to their knowledge and on demand shall pay to the Insurers the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Insurers shall pay the such party any sum for loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefore existed the Insurers shall at once be legally subrogated to all rights of the said party to the extent of such payment and the said party shall do and execute all such further or other acts deeds transfers assignments instruments and things as may be necessary or be reasonably required by the Insurers for the purpose of better effecting such subrogation but such subrogation shall not impair the right of such party to recover the full amount of their claim. Provided that as between the Insurers and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of or prejudice or affect any rights which the Insurers may have against the Mortgagor or Owner of the property insured or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law and such rights and obligations shall as between the Insurers and the Mortgagor or Owner of the property insured remain in full force and effect. The Insurers reserve the right to cancel this Policy at any time as provided by the terms thereof but in such case this Policy shall continue in force for the benefit only of the said party for 10 days after notice to the such party of such cancellation and shall then cease and the Insurers shall have the right on like notice to cancel this agreement.

#### ENDORSEMENTS

The following represents a list of all standard and optional coverages or perils that are available under this Policy. Only those items that have been specifically identified in the Policy Schedule are applicable.

**Special Conditions applicable to all Endorsements**

- Each item of the Policy which is subject to any condition of average is subject to the same condition under any of the following endorsements in like manner. The liability of the Company in respect of each other item of the policy shall be limited to the proportion which the sum insured thereunder shall bear to the total insurances effected by or on behalf of the Insured on the same property against ordinary fire loss or damage (i.e. destruction or damage as originally covered by the policy.)
- The Company shall not be liable under any of these extensions for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- The liability of the Company shall in no case under these endorsements and the policy exceed the sum insured by each item or the policy.
- This insurance does not cover consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under the policy.
- These endorsements do not extend the insurance under the policy to cover loss by reason or any ordinance or law regulating the construction or repair or buildings.

**\*ENDORSEMENT NO. 1(a)**

It is hereby agreed that the following are deleted from this Policy :

- SECTION II, III, and VI
- in SECTION V, the words “(B) as a private householder occupying the Buildings”.

**\*ENDORSEMENT NO. 1(b)**

It is hereby agreed that the following are deleted from this Policy :

- SECTION I
- in SECTION V, the words “(A) as owner of the Buildings”.

**\*ENDORSEMENT NO. 7 – THEFT**

Notwithstanding anything contained herein to the contrary it is hereby agreed that in consideration of the payment of an additional premium Insured Peril (5) shall be amended to read as follows :-  
THEFT or any attempt thereat

**EXCLUDING**

- theft whilst the Buildings or any part thereof are lent, let or sub-let,
- theft from any outbuilding not directly communicating with the private dwelling house or private flat,
- theft of servants’ property other than from the private dwelling house or private flat,

UNLESS accompanied by actual forcible and violent breaking into or out of a building.

Provided that during any period when the Buildings are left without an inhabitant, cover against Theft is suspended from the beginning of the fifteenth day of such unoccupancy.

Provided further that in respect of property temporarily removed from the Buildings but remaining in the Geographical area this extension applies solely to property.

- at any Bank, Safe Deposit or occupied Private Dwelling,
- in any building where the Insured or any member of his family is residing,
- in course of removal to or from any Bank or Safe Deposit whilst in the charge of the Insured, a member of his family or authorized servant.

**\*ENDORSEMENT NO. 12B – FULL FLOOD EXTENSION**

It is hereby agreed notwithstanding anything contained in this Policy to the contrary that in consideration of the payment of an additional premium Insured Peril (9) be deleted and replaced by the following :-  
(9) FLOOD OR OVERFLOW OF THE SEA not occasioned by Insured Peril (7) or (8)

- EXCLUDING under Section I
  - SUBSIDENCE OR LANDSLIP and
  - the first \$3,000 of each and every loss.
- EXCLUDING under Section II and III property in transit or on the person.

**\*ENDORSEMENT NO. 15 – RIOT AND STRIKE**

It is hereby agreed, notwithstanding anything contained in this policy to the contrary, that in consideration of the payment of an additional premium the following be included under Insured Perils.

RIOT AND STRIKE which for the purpose of this Endorsement shall mean :

- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 1 of the Special Conditions hereof.
- The action of any lawfully constituted authority in suppressing or attempting to suppress any disturbance or in minimizing the consequences of any such disturbance.
- The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**SPECIAL CONDITIONS**

For the purposes of this Endorsement only there shall be substituted for General Exceptions and Condition 9 of the policy the following Special Conditions :-

The Company shall not be liable in respect of :

- any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of :
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
  - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
  - acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization
  - an Excluded Peril

For the purpose of this condition “terrorism” means the use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding where the Company alleges, that by reason of the provisions of this Condition any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.

- except as provided for by this Endorsement, any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Buildings or the Contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Buildings are situated.
- any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by :
  - nuclear weapons material
  - ionizing 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 Condition 3(b), combustion shall include any self-sustaining process of nuclear fission
- consequential loss or damage of any kind except as provided in Section\*

\*II (Homeowners), III (Householders) or IV (Combined)

- This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it.

**\*ENDORSEMENT NO. 16 – MALICIOUS DAMAGE**

It is hereby agreed and declared that in consideration of the payment of an additional premium the insurance under the Riot and Strike Endorsement attached to this policy shall extend to include





Malicious Damage which for the purpose of this extension shall mean

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special condition 1 of the said Riot and Strike Endorsement.

\*EXCLUDING the first .....of each and every claim

but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, house-breaking, theft or larceny or any attempt thereat or caused by any person taking part herein.

Provided always that all the conditions and provisions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

#### **\*ENDORSEMENT NO. 17 – BREAKAGE OF WINDOW PANES**

It is hereby declared and agreed that in consideration of an additional premium of HK\$..... the insurance under this Policy extends to include breakage caused by an Insured Peril, excluding Riot and Strike, of window panes (including the cost of boarding up broken windows) contained in the Buildings, subject to the exclusion of the first HK\$300 of each and every loss.

Sum Insured hereunder – HK\$.....

These Policy provisions with the Policy Schedule and Endorsement, if any, issued to form a part thereof, complete this policy.

In Witness Whereof the AIG Insurance Hong Kong Limited has caused this Policy to be signed by its Authorized Representative at Hong Kong.

#### **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 of 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 a 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.

#### **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](http://www.aig.com.hk).

#### **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.

#### **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.

#### **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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