



## RENTAL PROTECTOR [IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]

### PREAMBLE

WHEREAS the **Insured**, by a Proposal Form 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 herein contained and agrees 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 provided that the liability of the **Company** shall not exceed the **Limit of Liability** or other limits expressed herein or in the Schedule.

The terms and conditions stated herein, the Proposal Form, Declaration and **Schedule** (collectively called the "**Policy**") 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 – LEGAL EXPENSES AND COSTS

The **Company** will reimburse the **Insured** for the actual legal expenses and costs incurred and paid by the **Insured** for the purpose of taking action against the **Tenant** to recover the **Rent** in arrears or regain possession of the **Insured Premises** provided always that the total aggregate liability of the **Company** shall be limited to HK\$100,000 during each **Period of Insurance**.

An excess of HK\$5,000 is to be applied in respect of each and every claim under Section 1.

### SECTION 2 – RENT PROTECTION

The **Company** will indemnify the **Insured** for outstanding **Rent** amount (after having deducted the Deposit), which the **Insured** has successfully obtained **Court** judgment against the **Tenant** provided always that

- (a) the **Insured** has taken legal action against the **Tenant** for forfeiture of tenancy to regain possession of the **Insured Premises**;
- (b) the **Tenant** has not paid the **Insured** the amount stated in the judgment within one (1) month after **Court** ruling;
- (c) the total aggregate liability of the **Company** shall be limited to HK\$100,000 or a sum equivalent to six (6) months' **Rent**, whichever is the lesser during each **Period of Insurance**;

### EXTENSION TO SECTION 2 – REINSTATEMENT AND LOSS OF RENT

In respect of successful claim made under **Section 2 Rent Protection**, the **Company** will further indemnify the **Insured** against deliberate and willful damage to the **Property** caused by the **Tenant**

- (a) for the actual reinstatement cost of the **Property** being damaged or destroyed, subject to the below special provisions and
- (b) a sum equivalent to 50% of the **Rent**, up to a maximum of three(3) months for the loss of **Rent** during the uninhabited period that the damaged or destroyed **Property** being repaired or renovated

Special Provisions on "Reinstatement"

For the purposes of this Policy, "reinstatement" shall mean the carrying out of the following work, namely:

- (a) where the **Property** is destroyed, its replacement by similar property, in either case in a condition equal to but not better than its original condition or more expensive than when the **Property** was originally purchased.
- (b) Where the **Property** is damaged, the repair of the damage and the restoration of the damaged portion of the **Property** to a condition substantially the same as but not better than its original condition or more expensive than when the **Property** was originally purchased.

Provided always that the total aggregate liability of the **Company** shall be limited to HK\$100,000 under Section 2 during each **Period of Insurance**;

An excess of one (1) month's **Rent** is to be applied in respect of each and every claim under Section 2.

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 coverage under this Section) all certified information and evidence at the **Insured's** expense and shall co-operate with the **Company** in all matters pertaining to collecting the **Rent** in arrears for the **Insured**, otherwise, the **Company** has authority to reject the claims under this Section.

### SECTION 3 – OWNER'S LIABILITY (Valid only if selected as per Schedule)

The **Company** shall indemnify the **Insured** or its personal representative in the event of the death of the **Insured** against all sums for which the **Insured** may be held legally liable as owner of the **Insured Premises** as specified in the **Schedule** subject to a limit of HK\$5,000,000 for all sums payable by the **Company** including legal costs and expenses arising out of any occurrences consequent on one source or original cause and in aggregate during the **Period of Insurance** in respect of (a) accidental bodily Injury to any third party (whether fatal or not) or (b) accidental physical loss of or damage to property of any third party.

#### EXCEPTIONS TO SECTION 3

The insurance under this Section shall not cover any liability 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 services of the **Insured**;
- (b) damage to property that belongs to or in the charge of or under 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** rented to the **Tenant**;
- (c) bodily **Injury** or damage arising out of or incidental to:
  - i) the **Insured's** profession, business or employment;
  - ii) the use or the ownership of lifts, elevators, vehicles, boats, watercraft, aircraft or any domestic pet;
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) any liability arising from the ownership, occupation or use of any land or building other than the **Insured Premises** specified in the **Schedule**;
- (f) any deliberate act of any person whatsoever;
- (g) any bodily **Injury** caused by sickness, disease or **Mental Illness** or caused by the **Insured** intentionally;
- (h) any liability caused by, arising out of, aggravated by or resulting from "Fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the **Insured** by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "Fungi", wet or dry rot, or bacteria.
- (i) bodily **Injury** and/or property damage to any person occurring within the common area of the 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 or otherwise to some or all of the owners in the **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 judgment 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 the title documents of the **Insured Premises** which can be subjected to judicial execution to satisfy the said court judgment;
- (j) any liability caused by, contributed to or arising from any unlawful construction, renovation, alteration of any kind at the **Insured Premises**;

#### MEMORANDUM

##### 1. 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.

##### 2. Duration of Cover

(a) For Section 1-2, this **Policy** runs for the duration of the **Tenancy Agreement** within the **Period of Insurance**. No cover will be provided under Section 1-2 of this **Policy** if there is no **Tenancy Agreement** in force during the **Period of Insurance**.

(b) For Section 3, this **Policy** runs for the **Period of Insurance**.

##### 3. Mid-term Purchase

For a **Mid-term Purchase**, **Insured** must provide full and complete record of rental receipts from **Tenant** upon request by the **Company** in respect of **Tenancy Agreement** in force during the **Period of Insurance**, before and after the inception date of this **Policy**, provided that



- (a) no default or payment of rental by **Tenant** for more than seven (7) days in any month during the term of **Tenancy Agreement** before **Policy** inception
- (b) no breach of **Tenancy Agreement** by **Tenant** in any month during the term of **Tenancy Agreement** before **Policy** Inception.

#### GENERAL CONDITIONS

1. Words importing the singular number include the plural number and vice versa and words importing masculine gender shall include the feminine and neuter genders and words importing persons shall include corporations.

2. Conditions relating to the **Tenancy Agreement**:

- (a) The term of the lease period under the Tenancy Agreement must be at least ONE (1) year.
- (b) The **Insured** must have a duly stamped **Tenancy Agreement** with the **Tenant** that complies with all the requirements of Hong Kong legislation and statutory instrument and which must be in writing.
- (c) The **Insured** must not allow the **Tenant** to enter into possession of the **Insured Premises** until
  - i) the **Tenancy Agreement** has been signed by all parties, and
  - ii) the **Deposit** of at least two (2) months' **Rent** has been received by the **Insured**, and
  - iii) a full and detailed inventory of the **Property** and their condition must have been listed out under the Tenancy Agreement signed by the **Tenant** and the **Insured**.
- (d) the individual **Tenant** must be aged eighteen (18) years or over, and the organization **Tenant** must be registered legally in **Hong Kong**.
- (e) the **Insured** must
  - i) keep full and up to date rental records;
  - ii) not allow the **Tenancy Agreement** to be transferred to any other individual or organization; and
  - iii) be the legal owner of the **Insured Premises**
  - iv) during the **Period of Insurance**.
- (f) the **Insured** must comply with all the conditions of the **Tenancy Agreement**.

3. It is a condition precedent to the **Company's** liability under this **Policy** that

- (a) the **Insured** must provide relevant or requested information and proper instruction so as not to prejudice the position of himself or the **Company**.
- (b) the **Insured** must give all notices, demands or take any other action available to the **Insured** under the terms of the **Tenancy Agreement** against the **Tenant** for payment of **Rent** in arrears before making claim under this **Policy**.
- (c) the **Insured** must take all reasonable steps to repair or otherwise make good the **Property** being damaged or destroyed without delay in order to minimize any uninhabited periods of the **Insured Premises**.

4. 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 Form shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

5. Claims

(a) Notification of **Company**

As soon as the **Insured** obtains knowledge of a loss, he/ she shall immediately provide notice in writing to the **Company** and in return, the **Company** shall provide a panel list of solicitors to the **Insured** ("the Panel List"),

(b) Conduct of Proceedings

- i) The **Insured** must commence legal proceedings against the **Tenant** within 14 days of the date on which the outstanding **Rent** exceeds the **Deposit** amount. The **Insured** may, for this purpose, commence proceedings him/herself or instruct one of the solicitors on the Panel List to commence proceedings on his/her behalf.
- ii) The **Insured** must conduct such legal proceedings in a diligent and timely manner and provide the **Company** with regular updates on progress.
- iii) The **Insured** must attend any court hearing if requested to do so by the **Company**. Failure to attend will result in all cover under this **Policy** being withdrawn with immediate effect and no further claims payments being made. The **Insured** must not pursue or defend a case in a manner contrary to that advised by the **Company**
- iv) The **Company** may investigate the claim and take over

and conduct the proceedings against the **Tenant** in regard to the claim in the **Insured's** name. Subject to the **Insured's** consent which shall not be unreasonably withheld, the **Company** may reach a settlement of the proceedings against the **Tenant** in regard to the claim.

(c) In the event of a claim under Section 2 the **Insured** must prepare a detailed inventory of the **Property** and their condition as soon as reasonably possible upon repossession of the **Insured Premises**.

(d) Proof of Loss

Upon the **Company's** request, the **Insured** shall submit (and, so far as is within his power, shall cause all other persons interested in the **Property** and the **Insured Premises** and household members and employees to submit) to examination by the **Company**, a sworn statement duly signed by the **Insured** or such other persons as aforementioned referring to the loss, and produce for the **Company's** examination all pertinent information and records, including but not limited to the **Tenancy Agreement**, receipts and proof of expenses and loss of **Rent**, 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.

(e) 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**.

(f) 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 **Company's** consent.

(g) Payment of Loss

Each claim for loss under each Section shall be adjusted separately and from the amount of each loss, when determined, the applicable excess amount stated in this **Policy** shall be subtracted. No loss shall be paid hereunder if the **Insured** has collected the same from others.

6. General Exclusions

There is no cover where:

- (a) the loss or damage began to occur or had occurred before the commencement of the **Period of Insurance**;
- (b) the **Insured** should reasonably have realized when purchasing this **Policy** that a claim under this **Policy** might occur;
- (c) the **Insured** fails to give proper and prompt information or evidence to the **Company**;
- (d) the **Insured's** act, omission or delay prejudices the **Insured's** or the **Company's** position in connection with the proceeding against the **Tenant** or prolongs the length of the rent claim.
- (e) The **Insured** acts without or contrary to the advice or agreement of the **Company**;
- (f) The **Insured** has breached a Condition of this **Policy**;  
There is no cover for any claim arising from:
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
  - (b) losses due to radioactivity, atomic fission or atomic fusion, either controlled or not, utilization of biological weapons of mass destruction, utilization of chemical weapons of mass destruction, and utilization of nuclear weapons of mass destruction;
  - (c) pressure waves caused by aircraft and other aerial device;
  - (d) acts of **Terrorism** committed by any person or persons acting on behalf of or in connection with any organization;
  - (e) legal expenses that have not been agreed by the **Company** in advance;
  - (f) subsidence, mining or quarrying activities;
  - (g) works or losses due to the order of any government or public authority including compulsory purchase, or confiscation or nationalization;
  - (h) losses caused directly or indirectly from the cancellation of the **Tenancy Agreement** by the **Insured**;
  - (i) consequential loss or damage of any kind whatsoever except as provided for under loss of rent extension under Section 2;
  - (j) the willful act, criminal act or omission of the **Insured** or connected to the **Insured's** performance of his obligations under the **Tenancy Agreement**;
  - (k) any loss made in connection with the **Insured's** trade, profession or employment other than as landlord and/or owner of the **Insured Premises**;
  - (l) wear and tear of the **Property**;
  - (m) any loss (including loss of rent) or expense arising out of any



- actual or alleged unlawful or criminal activity by the **Insured** or the **Tenant**;
- (n) any fine, penalty, punitive, exemplary, aggravated or multiple damages;
  - (o) any interest payable by the **Tenant** for the late payment of **Rent**;
  - (p) any dispute arising out of a contract that the **Insured** has with any person or organization other than the **Tenant** under the **Tenancy Agreement**;
  - (q) any items, properties, legal expenses or costs which have been insured under any other insurance policy.
7. Meaning of Words and Terms of this **Policy**
- (a) "**Building**" shall mean only the structural building itself in which the **Insured Premises** situates which includes all fixtures and fittings attached to it but excluding all personal contents in the building, the building foundation and its underground drainage system. Unless specifically mentioned the structural building is deemed declared by the **Insured** to be constructed of brick, stone, concrete and roofed with concrete, slate, tile, metal and other incombustible mineral ingredients.
  - (b) "**Deposit**" shall mean the sum paid by the **Tenant** or on behalf of the **Tenant** to the **Insured** as security deposit against the performance of the **Tenant's** obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to the **Insured Premises** and/or non-payment of **Rent** during the term of the **Tenancy Agreement**.
  - (c) "**Hong Kong**" shall mean the Hong Kong Special Administrative Region of People's Republic of China.
  - (d) "**Court**" shall mean the courts of Hong Kong.
  - (e) "**Fungi**" shall mean 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) "**Insured**" shall mean the **Insured** specified in the **Schedule** who rents out the **Insured Premises** to the **Tenant** and defined as such in the **Tenancy Agreement** setting out their respective rights and interests.
  - (g) "**Injury**" shall mean bodily injury sustained by external means caused solely by accidental and independent of any other cause and not therefore due to illness or disease whilst this insurance is in force.
  - (h) "**Insured Premises**" shall mean the **Insured Premises** for residential use only and stated under the **Schedule** and the **Tenancy Agreement**.
  - (i) "**Limit of Liability**" shall mean the **Limit of Liability** as stated in the **Schedule**.
  - (j) "**Mental Illness**" shall mean mental disorders including, but not limited to eating disorders, anxiety disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism.
  - (k) "**Mid-term Purchase**" shall refer to the purchase of this **Policy** more than thirty (30) days after the commencement date of the **Tenancy Agreement**.
  - (l) "**Period of Insurance**" shall mean the **Period of Insurance** specified under the **Schedule**.
  - (m) "**Property**" shall mean fixtures and fittings of **Insured Premises** and any furniture and appliance that are leased to the **Tenant for residential use** as set out in the **Tenancy Agreement**.
  - (n) "**Rent**" shall mean the monthly rental as set out in the **Tenancy Agreement**, payable by the **Tenant** to the **Insured** during the term as described under the **Tenancy Agreement**.
  - (o) "**Tenancy Agreement**" shall mean the written and enforceable **Tenancy Agreement** between the **Insured** and the **Tenant**
  - (p) "**Tenant**" shall mean the person or corporation who rent the **Property** from the **Insured** and defined as such in the **Tenancy Agreement**.
  - (q) "**Terrorism**" shall mean 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 for their lives and/or safety.
  - (r) "**Schedule**" shall mean the **Schedule** attached to this **Policy**.
8. Jurisdiction Clause
- The indemnity provided by this **Policy** shall not apply in respect of judgments 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 judgments made outside **Hong Kong**, whether by way of reciprocal agreements or otherwise.
9. 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 with the **Insured** thereof in accordance with this **Policy**. 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.
10. Reasonable Precautions
- The **Insured** shall –
- (a) use all reasonable diligence and care to keep the **Property**, the **Insured Premises** and the **Building** 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.
11. 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 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 under 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 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 and be under no further liability under Section 3 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.
12. Arbitration
- If any differences arise as to the amount to be paid under this **Policy**, such differences shall be settled by arbitration under the Arbitration Ordinance and subsequent amendments thereof. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the 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 the Hong Kong International Arbitration Centre.
13. 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.
- The **Company** shall have no liability in respect of all claims whatsoever under this **Policy** if any claim is made under this **Policy** where fraudulent means or devices are used to obtain compensation.
14. Assignment of Interest
- Assignment of Interest under this **Policy** shall not bind the **Company** unless its consent is endorsed hereon. The **Company** has no obligation to consent to any assignment.
15. 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 (60) 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 (12) 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.

#### 16. Cancellation Provision

This **Policy** may be cancelled at any time at the request of the **Insured** in writing to the **Company**.

- (a) If no claim has arisen during the **Period of Insurance**, the premium shall be adjusted on the basis of the **Insured** paying to the **Company**, or the **Company** retaining, as the case may be, the customary short term premium calculated and subject to 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.
- (b) If any claim has arisen during the **Period of Insurance**, the **Insured** shall not be entitled to any refund of the total premium paid during the current **Period of Insurance**.

The **Company** is also entitled to cancel this **Policy** upon giving to the **Insured** thirty (30) days notice in writing at his last known address and the premium shall be adjusted on the basis of the **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.

#### 17. 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.

#### 18. 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.

#### 19. Burden of Proof

In any action, suit or other proceedings where the **Company** alleges that by reason of the provisions of any exclusion 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**.

#### 20. 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
  - iv) 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.

#### 21. Personal Data (Privacy) Ordinance

The **Insured** agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) AIG HK may use the **Insured**'s contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the **Insured** to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
  - i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
  - ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
  - iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
  - iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
  - v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
  - vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The **Insured** may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

#### 22. 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.

#### 23. 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.

#### 24. Governing Law

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

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