

Home Insurance

The Policy

Please read this Policy carefully

Important

Please report any accident to us immediately on **852-2884 8899** so we can tell you what to do next and resolve any claim.

Well Link General Insurance Company Limited 立橋保險有限公司

t (852) 2884 8888 **w** www.wli.com.hk

a Units 16-18, 11/F., China Merchants Tower, Shun Tak Centre,
168-200 Connaught Road Central, Sheung Wan, Hong Kong

Table of Contents

Part 1. Definition	4
Part 2. Cover	5
Core Cover.....	5
Section 1 – Household Contents	5
Section 2 – Worldwide All Risks (Personal Effects).....	6
Section 3 – Legal Liability to Third Party.....	7
Part 3. General Exclusions Applicable to Whole Policy	8
Part 4. Conditions.....	9
Table of Cover	12
Personal Information Collection Statement (“Statement”).....	12

This **Policy**, the **Policy Schedule**, the **Application** and any memoranda thereon shall be considered one document (together "the **Policy**") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Welcome to **Your Home Insurance Policy** as insured by Well Link General Insurance Company Limited 立橋保險有限公司.

You and We agree:

1. The **Application/Proposal** shall be incorporated in and be the basis of contract
2. **You** have paid the **Premium**
3. Subject to the terms of the **Policy** Well Link General Insurance Company Limited will provide the Insurance in respect of events occurring during the **Period of Insurance** in connection with the business which is purely residential for this **Policy**
4. The following shall be conditions precedent to any liability of **Ours**
 - a) Observance of the terms of this **Policy** relating to anything to be done or complied with by **You** or any person claiming to be indemnified
 - b) The truth and completeness of the **Application/Proposal**.

Provided that this **Policy** shall not be in force unless it has been initialled by an authorised person

Part 1. Definition

Any word or expression found in the **Policy**, **Policy Schedule**, **Policy Amendment** have same meaning as defined below and are highlighted in **bold** print.

Accident / Accidental Loss and/or Damage / Damage	Physical loss or damage caused by an inevitable, unusual, unforeseen, and unexpected event, which independent of any other cause is the sole and direct cause of the loss and damage. Intentional loss or damage is excluded.
Amendment	an endorsement or other authorised change to Your Policy , is part of Policy .
Application/ Proposal	the proposal, application , declaration and any information submitted by You or on Your behalf either electronically or otherwise.
Bodily Injury	Bodily Injury and death resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.
Building	The building of the insured premises where Your Home is situated and its garages outbuildings, walls landlord's fixtures fittings and interior decorations but excluding foundations drains illegal structure construction or outbuilding
Business Equipment	Items which are held or used in connection with any profession, business or employment.
Class I Construction	It is the construction which the walls and roofs are of brickwork, masonry, concrete, reinforced concrete with structural iron and steel work having appropriate fire break walls; external covering of roof is to be of non-combustible material; floor to be entirely of non-combustible materials with wood or other covering laid on such allowed provided there is no intervening air space.
Domestic Helper	Person employed by You on a full-time basis to domestic purpose at the Your Home under an employment contract governed by Immigration Ordinance (Chapter 115)
Domestic Pets	Pet normally domesticated at Home by You but exclude fighting dogs listed in Schedule 1 under Dangerous Dogs Regulation of Dogs and Cats Ordinance (Chapter 167) or pets listed under Protection of Endangered Species of Animals and Plants Ordinance (Chapter 586) which formal license issued by Agriculture, Fisheries and Conservation Department of Hong Kong is required.
Event	shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
Excess(es)	shall mean the total amount payable by You in respect of all damages costs and expenses arising out of any one Event before We shall be liable to make any payment
Family Member	You or Your spouse, children, parents, parents-in-law, grandparents, or other relatives permanently living with You at Your Home .
Home	The residential house, apartment of flat solely for domestic use being constructed of bricks, stone and concrete, roofed with concrete and situated in Hong Kong SAR named in the Application /Proposal and Policy Schedule . The Floor Area, Gross or Saleable, of the Home as stated in Policy Schedule includes balconies, terrace, forecourt, backyard and/or roof of the Home .
Household Contents	Shall means Furniture (whether fixed onto the walls), household goods, electrical domestic appliances, Personal Effects and improvements

	to fixtures which are Your property or property of any Family Member and are kept in the Home . It also includes fixtures fittings and interior decoration include wall paint wallpaper and the like including but not limited to flooring false ceiling doors gate and windows as installed by You or Your Family or for which You and Your Family is legally responsible as a tenant.
Item	An article or a pair or set of articles.
Limit/ Limit of Indemnity	the maximum amount that We will pay You under a benefit in Your Policy . The amount of each Limit refers to any one claim or series of claims arising out of one Event .
Low Rise Building	Building / semi-detached house / village house of not more than 4 storeys other than roof floor.
Money	Bills of exchange, stored value cards, promissory notes, bank or currency notes, coins, cheques, premium bonds, traveller cheques, travel tickets, postal or money orders, postage stamps, national savings stamps or certificate, record or book or similar token, gift token, luncheon vouchers, petrol coupons belonging to You or any Family Member held for social and domestic purpose but not Business Equipment . Money is limited to the face value thereof and no amount shall be added for any commemorative, sentimental, antique or rarity value.
Period of Insurance	the period specified in Your Policy Schedule and Amendment (if applicable). Where Your Policy is applied and accepted on the same day, Your Policy becomes effective only at the time of that day when Your Application is accepted by Us .
Personal Documents	Document of identity such as identity cards, Home Return Permit (also known as Mainland Travel Permit for Hong Kong and Macao residents), passports, driving licence belonging to You or any Family Member .
Personal Effects	Article of personal use that are designed to be either worn or carried belonging to You or any Family Member , but not mobile phone, portable radio telecommunication equipment, desktop computer, laptop computer, iPad, tablet, Valuables , Money , document of money, credit cards, automatic teller machine cards, stored value device or Business Equipment ;
Policyholder/ Insured/ You / Your	The owner of the Policy whose Home is protected therein, as named on Policy Schedule .
Policy	A contract between You and Us and comprises the information and any declarations, Application, Proposal submitted by You to Us . It includes Policy Schedule , this Policy document and subsequent Amendment(s) , all of which should be read together as one contract.
Policy Schedule	the document that lists the details and coverage of Your Policy .
Premium	The consideration of this Policy paid by You .
Registered Medical Practitioner	A registered Medical Practitioner under Medical Registration Ordinance, Chapter 161, Laws of Hong Kong, other than You , or Your family member qualified by degree in western medicine, legally licensed and duly qualified in Hong Kong SAR of his/her practice to render medical and surgical services.
Situation/Risk Location	The Risk Location described on Policy Schedule , also described as premises in this Policy .
Sum Insured	The sum expressed in a Policy as the maximum of Our liability under this insurance contract that gives indemnity or the maximum amount payable by way of benefit. The amount is stated in Policy Schedule .
Unoccupied	Not lived by You or by Your Family Member
Well Link/ We/ Us/ Our/the Company	Well Link General Insurance Company Limited 立橋保險有限公司
Valuables	Jewellery, gold, silver, precious metals, precious stones, Chinaware, curios, watches, furs, pictures, works of art, sport equipment, collections of porcelain and the like, stamps or coins, medals, musical instrument other than pianos, binoculars, photographic equipment, manuscripts and antique books belonging to You or any Family Member , but exclude Business Equipment .

Part 2. Cover

Core Cover

Section 1 – Household Contents

We will indemnify **You** and **Your Family Members** at **Our** option by payment repair reinstatement or replacement against **Accidental Loss and/or Damage** on "New for Old" basis to **Household Contents** and **Valuables** in **Your Home** up to the maximum **Sum Insured** for any one claim as stated in **Policy Schedule**.

Nevertheless, deduction for wear and tear will be applied to clothes, furs, footwear, household linen, curtains and upholstery. For individual **Item** of a matching set of articles, suite of furniture, sanitary ware or other bathroom fittings is regarded as a single **Item**, We will pay **You** for individual damaged **Item** but not for undamaged companion pieces.

Additional Benefits for Section 1

(1) Temporary Removal

We will pay for the **Accidental Loss** and/or **Damage** to the **Household Contents** or **Valuables** whilst temporarily removed from **Your Home** not for sale exhibition or to a depository but remaining at other premises within Hong Kong SAR for the purpose of their storage, professional cleaning, repairing, renovation, maintenance, modification, dyeing or other similar process up to HK\$50,000 any one claim or in aggregate per **Period of Insurance**.

However, We will not pay for **Household Contents** or **Valuables** that are removed from **Your Home** for more than thirty (30) days or that are in transit or on a person. Loss or **Damage** caused by such processes is excluded.

(2) Interior Alteration or Repair

We will pay for the **Accidental Loss** and/or **Damage** to **Household Contents** at **Your Home** specified in the **Schedule** during the period of interior decoration renovation maintenance or repairs undertaken by outside contractors with **Your Home** provided the total contract value of such contract works shall not exceed HK\$50,000 and the contract period should last no longer than two (2) months.

We will not pay for:

1. any claim which is recoverable under any other material damage policy or of any contractor's all risk policy held by **You** or **Your** contractors;
2. the first HK\$10,000 or 10% of the adjusted loss for water damage, whichever is the greater;
3. the first HK\$10,000 for other loss not specified above.

(3) Household Removal

We will pay for the **Accidental Loss** and/or **Damage** to **Household Contents** while moving in transit between **Your Home** and any new **Home** of **You** in Hong Kong SAR by professional remover up to HK\$50,000 any one claim and in aggregate per **Period of Insurance**. China, glass, earthenware and other **Items** of a fragile nature must have been packed for removal by professional packers/removers, otherwise, there will be no cover.

We will not pay for:

- (a) **Money** and/or credit card; and
- (b) The first HK\$1,000 of each and every loss or damage.

(4) Cover for Your Rent-Out Premises

If **Your** premises is not occupied by **You** or **Your Family Member** but rented out to a tenant, We will pay for the loss caused by fire, explosion, lightning, storm, flood, riot, labour disturbances, aircraft and other aerial or spatial devices or articles dropped from them, impact by land vehicle, water discharged or overflowing or leaking from any water system or installation in or about the premises.

Our liability under this Additional Benefit shall not exceed:

1. HK\$3,000 any one **Item** of **Household contents**, subject to the **Limit** of HK\$75,000 in aggregate per **Period of Insurance**;

(5) Personal Effects

We will pay for the loss of **Personal Effects** anywhere in Hong Kong SAR up to HK\$5,000 any one occurrence and in aggregate per **Period of Insurance**. A notice of the loss to the police will be necessary in the event of a claim.

(6) Money in Home / Credit Cards

Loss or theft of **Money**, collection of stamps, coins or medals in **Your Home** or loss arising from unauthorized use of credit cards occurring within Hong Kong SAR for an amount up to HK\$3,000 any one occurrence and in aggregate per **Period of Insurance**. We do not cover loss:

1. which is not reported within twenty-four (24) hours of discovery to the police authority;

2. caused by depreciation, confiscation or shortage due to errors or omissions;
3. arising from failure to observe the conditions of the issuer of the card or unauthorized use of the card by **Your Family Member** or that **Your** loss can be recovered from any other source.

(7) Replacement of Locks and Keys

We will pay the reasonable cost of replacing and installation of windows and external door locks and/or keys of **Your Home** with **Items** that are similar but not better following loss of or damage to locks due to burglary or attempted burglary provided that **Our Limit** of liability for this additional benefit shall not exceed HK\$2,500 any one claim and in aggregate per **Period of Insurance**.

(8) Frozen Food and Drinks

We will pay for loss of or damage to food and drinks in the cold chamber of any refrigerator or deep freeze cabinet at **Your Home**, caused by the sudden or accidental rise or fall in temperature, or contamination by refrigerant or refrigerant fumes, up to a **Limit** of HK\$5,000 any one claim and in aggregate per **Period of Insurance**. Provided that:

- (i) the refrigerator or deep freeze cabinet is less than five (5) years old; and
- (ii) the loss and damage is not caused by a deliberate act.

We also cover loss or damage caused by:

- (a) **Accidental** failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

(9) Uninhabitable Home Protection –

Alternative Accommodation and Storage of Furniture

In the event of **Your Home** being rendered uninhabitable due to **Accidental loss** and/or damage covered under this **Policy**. We will indemnify **You** against –

- (a) the reasonable additional expenses of alternative accommodation actually incurred by **You and Your Family Member** and the actual cost of temporary storage of **Household Contents** during the period necessary for the reinstatement of the **Insured Home** provided that **Our Limit** of liability for this extra benefit shall not exceed HK\$1,500 per day.

Our Limit of liability under this additional benefit is up to HK\$50,000 in aggregate per **Period of Insurance**.

(10) Removal Of Debris

We will pay for the cost of cleaning and removing the debris of the **Household Contents** at or from **Your Home** following **Accidental Loss and/or Damage** or destruction by any cause as insured and payable under Section 1. **Our Limit** of liability for this additional benefit shall not exceed HK\$25,000 any one claim and in aggregate per **Period of Insurance**.

(11) Domestic Helper's Personal Effects

We agree to indemnify **You** in respect of **Accidental Loss** and/or **Damage** occurring at **Your Home** to clothing, property and **Personal Effects** belonging to **Your Domestic Helper(s)** permanently residing with **You** at **Your Home**, subject to a **Limit** of HK\$1,500 in aggregate per **Period of Insurance** Provided that:

- The loss or damage would have been covered by this Section
- The **Domestic Helper** will observe the terms and conditions of this **Policy** as if he or she were **You**.

(12) Fatal Accident Benefit

We will compensate in the event of death within three (3) consecutive calendar months of either **You** or **Your Family Member** resulting from an injury caused in **Your Home** by fire or burglary for an amount of HK\$50,000 per person and HK\$200,000 in aggregate per **Period of Insurance**

(13) Burglary / Robbery Injury Cash Allowance

We will compensate in the event of either **You** or **Your Family Member** has sustained injury caused by burglars or robbers within **Your Home** against which a **Registered Medical Practitioner** has issued a sick leave certificate of not less than four (4) consecutive days for an amount of HK\$5,000 per person and HK\$20,000 in aggregate per **Period of Insurance**.

(14) Landslip and Subsidence

We will pay for the **Accidental Loss** and/or **Damage** to the **Household Contents** directly caused by landslip or subsidence of the location where **Your Home** is situated, occurring within the **Period of Insurance** notwithstanding anything within this **Policy** contained to the contrary but excluding:

1. Loss or damage occasioned by or through or in consequence directly or indirectly of any the following occurrences:
 - a. Coastal erosion;
 - b. Heave

- c. Bedding down of structures or the settlement of made-up ground within five (5) years of the completion of such work.
2. Loss or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
3. Unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the location following subsidence and/or landslip except in so far as is necessary to repair the **Household Contents**.
4. Loss or damage directly occasioned by or through defective design or workmanship or use of defective materials.
5. Consequential loss or damage of any kind of description;
6. The first HK\$10,000 or 10% of each and every loss, whichever is the greater, as ascertained after the **application** of any condition of average and occurring with each and every separate period of seventy-two (72) consecutive hours during the **Period of Insurance**;

Warranted:

1. **You** shall maintain **Your Home** in sound repair and shall take all responsible steps to prevent damage from subsidence and landslip;
2. **You** shall maintain any man-made slope and retaining wall for which **You** are responsible in accordance with laws, regulations, codes and guides issued by the relevant authorities of Hong Kong SAR.
3. **You** shall notify **Us** immediately:
 - a. If any excavation is commenced beneath, around or in the vicinity of **Your Home**. In such event **We** will have the right to vary or cancel the cover provided under the **Policy**.
 - b. of the operation of an insured peril affecting any part of the location (whether or not the insured **Home** is involved) or its nearby surroundings.

Maximum Liability of the whole Section 1

We will not pay more than the **Sum Insured** shown opposite Section 1 specified in the **Policy Schedule** which is the aggregate limit for all claims under this Section (including the additional benefits), during anyone **Period of Insurance**.

You cannot claim under both Section 1 (including Additional Benefits for Section 1) and Section 2 for the same loss or damage.

Exclusions applicable to Section 1 (also apply to Additional Benefits under Section 1)

We will not pay for loss or damage caused by or contributed to by:

- (1) theft/burglary
 - (a) if the **Home** is **Unoccupied** for more than 30 consecutive days;
 - (b) if the **Home** or any part of the **Home** is lent or let; or
 - (c) by deception unless deception is used to enter the **Home**.
- (2) malicious damage, wilful act or intentional vandalism
 - (a) if the **Home** is **Unoccupied** for more than 30 days; or
 - (b) by a person lawfully in the **Home**
- (3) scratching, denting, wear and tear, moths, vermin, insects, pet, damp, fungus, rust, rot, corrosion, mould, moisture, the action of light or atmosphere, atmosphere or climatic condition, and gradually operating causes;
- (4) electrical or mechanical breakdown, derangement, overloading or failure, the deterioration or contamination of food or drinks unless covered in the Frozen Food additional benefit under Section 1
- (5) denting, chipping, scratching, or breakage of glass object (including mirror) china porcelain earthenware and crystal. Glass (including mirror) which is being a top to the furniture or is fixed in furniture fixtures or fittings is not fallen with this exclusion;
- (6) any process of cleaning, altering, repair, renovation, maintenance or dyeing;
- (7) misuse or use contrary to manufacturer's instruction, inherent defect, or faulty design in materials plan or specification, or gradual deterioration and deformation;
- (8) escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed while **Your Home** has been **Unoccupied** for a period exceeding thirty (30) days;
- (9) any deliberate act of neglect of **You** or **Your Family** or **Domestic Helper**;
- (10) arising from depreciation in value or consequential loss or damage of any kind except as provided in Alternative Accommodation additional benefits under Additional Benefits (9);
- (11) caused by chewing, scratching, tearing or fouling by domestic animals;
- (12) any loss or damage caused by or resulting from unexplained or mysterious disappearance;

- (13) **Excesses** (for each and every loss at time of loss)
 - a) For building aged up to thirty (30) years or non Low-Rise House
 - the first HK\$2,000 for water damage; or
 - the first HK\$500 for other loss not specified above;
 - b) For building aged over thirty (30) years up to forty-five (45) years
 - the first HK\$5,000 or 10% of the adjusted loss whichever is the greater for water damage;
 - the first HK\$5,000 for other loss not specified above.
 - c) For building aged over forty-five (45) or Low Rise House
 - Refer to Policy Schedule.

We do not cover Items as follows:

- (14) watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically and electrically propelled vehicles (which include motorcycle), but lawn-mowers and garden implements are covered, and parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed thereon;
- (15) aerials or satellite dishes for radio and television;
- (16) property more specifically insured by any other insurance;
- (17) property primarily used for business or employment purposes;
- (18) contact lenses, mobile phones, tablets and portable personal computers;
- (19) damage to sports equipment whilst in use; and
- (20) animals and plants

Section 2 – Worldwide All Risks (Personal Belongings)

We will indemnify **You** and **Your Family Members** at **Our** option by payment repair reinstatement or replacement against **Accidental Loss** and/or **Damage** on "New for Old" basis to **Valuable, Money** and **Personal Effects** belonging to **You** and **Your Family Members** occurring anywhere in the world up to the maximum **Sum Insured** for any one claim as stated in **Policy Schedule**.

Additional Benefits for Section 2

(1) **Money**

We will pay for the loss of **Money** occurring anywhere in the world up to HK\$3,000 any one occurrence and in aggregate per **Period of Insurance**.

We do not cover loss:

1. which is not reported within twenty-four (24) hours of discovery to the Police authority;
2. caused by depreciation, confiscation or shortage due to errors or omissions.

(2) **Unauthorized use of Credit Cards**

We will pay for the loss arising from unauthorized use of credit cards by any person not related to or residing with **You** occurring anywhere in the world up to HK\$3,000 any one occurrence and in aggregate per **Period of Insurance**.

We do not cover loss:

1. Unless **You** have complied with the terms and conditions of the credit card's issuing authority;
2. which is not reported within twenty-four (24) hours of discovery to the Police authority;
3. which is not reported to the issuer of the card within 2 hours after discovery.

(3) **Personal Documents**

We will pay for the cost reasonably and necessarily incurred for applying replacement of **Personal Documents** for **You** and **Your Family** following accidental loss of baggage or purse belonging to **You** or **Your Family** outside Hong Kong SAR up to HK\$3,000 any one occurrence and in aggregate per **Period of Insurance**.

Maximum Liability of the whole Section 2

We will not pay more than the **Sum Insured** shown opposite Section 2 specified in the **Policy Schedule** which is the aggregate limit for all claims under this Section (including the additional benefits), during anyone **Period of Insurance**

You cannot claim under both Section 1 and Section 2 (including Additional Benefits for Section 2) for the same loss or damage

Exclusions applicable to Section 2 (also apply to Additional Benefits under Section 2)

This Section does not cover loss and damages to and caused by or contributed to by:

- (1) Theft/Burglary
 - (a) from any unattended private motor vehicle; or

- (b) from any open or convertible car or a car with the sun roof opened
- (2) Detention, seizure or confiscation by customs or other officials;
 - (3) caused by problems of cleaning, restoring or altering or repairing, atmospheric conditions, wear and tear, moth, vermin or insects;
 - (4) to articles of glass or brittle nature while being handled or actively used;
 - (5) caused by mechanical or electrical breakdown or derangement;
 - (6) to unaccompanied property despatched under of affreightment or by post;
 - (7) due to depreciation in value or consequential loss;
 - (8) arising from the wilful act, intentional vandalism or damage by **You, Your Family Members**, or any relative, or any person, residing or lawfully in **Your Home**
 - (9) to **Your Household Contents** while moving in transit between **Your Home** and any **Home of Yours** anywhere in the world which is not handled by professional removers.
 - (10) watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles) and parts, accessories, tools, fitted radios, cassette players, compact disc players and telephone installed thereon;
 - (11) Aerials or satellite dishes for radio and television;
 - (12) Animals and plants
 - (13) Food and drink;
 - (14) Property primarily used for business or employment purpose;
 - (15) Contact lenses and mobile phones
 - (16) Damage to sports equipment whilst in use;
 - (17) Camping equipment.
 - (18) An excess of the first HK\$500 of each and every claim;

Section 3 – Legal Liability to Third Party

We will indemnify **You** against the sum which **You** and **Your Family Member** shall become legally liable to a third party to pay as damages consequent upon

- **Accidental Bodily Injury** to any person; or
- **Accidental Loss and/or Damage** to property arising
 1. as tenant, occupier and /or landlord of the **Home**; or
 2. as owner of **Domestic Pet**; or
 3. out of the **Domestic Helper** in performing household works in the capacity of **Your** employee at **Your Home**; or
 4. in any other personal capacity in Hong Kong SAR or worldwide during temporary visit departing from **Your Home** up to thirty (30) consecutive days.

We will also, within the **Limit** of indemnity, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in advance in writing.

Additional Benefits for Section 3

(1) Landlord's/Owner's Liability

We will pay the amount **You** become legally liable to a third party as a part owner of the common parts of the **Building** of which **Your Home/Buildings** forms part

Provided that:

- (a) This protection will only operate if a Building Owner's Corporation third party liability insurance policy has not been effected in accordance with Section 28 of the Building Management Ordinance (Cap.344) and the Building Management (Third Party Risks Insurance) Regulation; and
- (b) This protection will only operate if there is no applicable third party liability or public liability insurance policy being effected by or on behalf of the Joint-Owners of the **Building** in relation to such common parts of the **Building**.

In the event that the limit of liability insured under (a) and (b) above have been exhausted and/or cover is not operative, this additional benefit will apply in respect of any excess liability over the amount paid or payable under the policies mentioned above. The liability under this extension applies only to and is limited to your separate proportional share of liabilities (and, for the avoidance of doubt, not joint liability) as a part owner in the undivided parts of the **Building**.

(2) Tenant's Liability

We will pay for the amount, including legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in advance in writing, up to but not exceeding the extent **You** become legally liable as tenant for any reasonable cost of repair in respect of **Accidental Loss** and/or **Damage** to the **Building** during the **Period of Insurance**.

(3) Independent Contractor's Liability

We will pay for the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by **You** or under a contract for service with **You** or any person working for or employed by **You** independent

contractor) and all costs and expenses agreed by **Us** in writing, up to but not exceeding the extent **You** become legally liable for compensation to **Bodily Injury** or damage to property arising out of or caused by or in connection with the alteration of and/or addition to **Your Home**.

Provided that the contract value of such alteration and/or addition shall not exceed HK\$50,000 for each contract with the contract period not exceeding two (2) months

We shall not be liable for:

1. any death of or injury to independent contractors, their employees, sub-contractors, or agents; and any damage to property belonging to them and the contract works involved.
2. if the liability of such works is insured by any other insurance;
3. the first HK\$10,000 or 10% of the adjusted loss for water damage, whichever is the greater;
4. the first HK\$10,000 of other loss not specified above.

Maximum Liability of the whole Section 3

We will not pay more than the **Limit of Indemnity** shown opposite Section 3 specified in the **Policy Schedule** which is the aggregate limit for all claims under this Section (including the additional benefits), during anyone **Period of Insurance**.

We will not pay more than the total amount of **Limit of Indemnity** shown in the **Policy Schedule** for the whole of Section 3 cover including all Additional Benefits (1) to (3) during any **Period of Insurance**.

Exclusions applicable to Section 3

(also apply to Additional Benefits under Section 3)

This Section does not cover:

- (1) Liability in respect of **Accidental Injury** or death and disease to **You, Your Family Member** or any person under a contract of service with **You** including **Your Domestic Helper**, and arising out of, and in the course of, such person's employment by **You**;
- (2) Liability in respect of loss of or damage to property belonging to **You, Your Family Member** and **Domestic Helper** or in **Your** or their custody or control;
- (3) Liability arising from
 - (a) Any wilful or malicious act;
 - (b) The pursuit by **You, Your Family Member** of any trade business profession or employment;
 - (c) The occupation of any land or **Building** other than the insured **Home** as **Risk Location** specified in the **Policy Schedule**;
 - (d) The ownership of any land or **Building** unless specially covered under the Additional Benefit of Owner's Liability;
 - (e) The ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles, (including motorcycles) elevators or lifts (except passenger lifts) and drones;
 - (f) Any agreement where such liability should not have attached in the absence of such agreement; and
 - (g) Any criminal activity; fines or penalties;
 - (h) The transmission of any communicable disease or virus by **You** or **Your Family Member**;
 - (i) Pollution or contamination;
 - (j) The emission discharge disposal seepage release or escape of any liquid solid or gas unless such occurrence is sudden unexpected or unintended;
 - (k) The generation of any odour noise vibration light electricity radiation change in temperature or any other sensory phenomenon;
 - (l) Any actual alleged liability whatsoever for any claims in respect of loss or losses from or in consequence of asbestos in whatever form or quantity;
 - (m) Liability of whatsoever nature in connection with, directly or indirectly, caused by or contributed to or arising from Electromagnetic Fields ("EMF") or Electromagnetic Interference ("EMI");
 - (n) The ownership or use of livestock other than **Domestic Pet**;
 - (o) The non-compliance to Dogs and Cats Ordinance (Chapter 167), Protection of Endangered Species of Animals and Plants Ordinance (Chapter 586) and Rabies Ordinance (Chapter 421) as owner of **Domestic Pet**.
- (4) Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong SAR
- (5) Liability arising directly or indirectly from a judgement or order obtained in Hong Kong SAR for the enforcement of a judgement obtained elsewhere;
- (6) In respect of **Additional Benefit (2) for Section 3 – Tenant's Liability** - any cost arising from **Exclusions applicable to Section 1** or making good **Your Home**, whether **You** are legally liable for such costs under the terms of tenancy agreement or not.
- (7) Excess (for each and every time of loss)
 - (a) The first HK\$10,000 or 10% of the adjusted loss in respect of water damage to third party property;
 - (b) The first HK\$3,000 other loss not specified above.

Part 3. General Exclusions Applicable to Whole Policy

We will not indemnify You in respect of

- (1) any **Pre-existing Condition**, congenital and hereditary condition;
- (2) any livestock, animals or plants, growing crops or trees;
- (3) loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

In any claim suit or other proceedings where **We** alleges that by reason of this Exception any liability is not covered by the **Policy** the burden of proving the contrary shall be upon **You**.

- (4) any illegal structure construction or outbuilding no matter belonging to **You** or **Your Family Member** or not;
- (5) **Injury** or damage directly or indirectly caused by or arising from or in consequence of or contributed to by
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission;
 - (b) nuclear weapons material;
 - (c) radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

(6) **Electronic Data Exclusion and Electronic Data Processing Media Valuation**

6.1 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Policy** or any **Amendment** thereto, it is understood and agreed as follows:

- (i) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature, computer virus includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".

- (ii) However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical **Damage** occurring during the **Period of Insurance** to property insured by this **Policy** directly caused by such listed peril.

Listed Perils:-
a. Fire
b. Explosion

6.2 Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the **Policy** or any **Amendment** thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this **Policy** suffer physical loss or **Damage** insured by this **Policy**, then the basis of valuation shall be the cost to replace, repair or restore such media to the condition that existed immediately prior to such loss or **Damage**, including the cost of reproducing any electronic

data contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed HK\$1,000,000 any one occurrence, incurred by **You** in recreating, gathering and assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this **Policy** does not insure any amount pertaining to the value of such electronic data to the **Insured** or any other party, even if such electronic data cannot be recreated, gathered or assembled.

- (8) **Cyber Loss Absolute Exclusion Clause**
Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- (i) the use or operation of any Computer System or Computer Network;
- (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (iii) access to, processing, transmission, storage or use of any Data;
- (iv) inability to access, process, transmit, store or use any Data;
- (v) any threat of or any hoax relating to (i) to (iv) above;
- (vi) any error or omission or **accident** in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

- (9) **Terrorism**
Notwithstanding any provision to the contrary within the **Policy** or any **Amendment** thereto it is agreed that this insurance excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss.

For the purpose of this **Policy** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of public, in fear.

This **Policy** also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this provision (8) is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (10) **Terrorism Exclusion Clause for Contamination and Explosives**
It is agreed that, regardless of any contributory causes, this **Policy** does not cover any loss, **Damage**, cost or expense directly or indirectly arising out of:-

- (i) biological or chemical contamination
- (ii) missiles, bombs, grenades, explosives due to any act of terrorism.

For the purpose of this **Policy** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political,

religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (i) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

(11) **Sanction Limitation and Exclusion Clause**

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(12) **Communicable Disease Exclusion**

Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any loss, **Damage**, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

(13) **Asbestos Exclusion Clause**

Liability arising from **bodily injury** which arises from asbestosis or any asbestos-related disease or property damage directly or indirectly resulting from the existence, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

This exclusion does not apply to **bodily injury** due to products containing asbestos where the cause of the **bodily injury** is unrelated to the presence of asbestos.

Part 4. Conditions

(1) **Interpretation**

This **Policy** and the **Policy Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Policy Schedule** shall bear such meaning wherever it may appear.

(2) **Conditions Precedent to Liability**

The due observance and fulfilment of the terms of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers in the **Application/Proposal** shall be conditions precedent to any liability of **Us** to make any payment under this **Policy**.

(3) **Terms and Conditions**

Payment of any benefits under this **Policy** is subject to Definitions and all other Terms and Conditions pertinent to the benefit.

(4) **Entire Contract : Change**

This **Policy**, including the **Policy Schedule**, and the endorsements and **Amendments**, if any, will constitute the entire contract between the parties in respect of its content. No change in this **Policy** shall be valid unless approved by **Us** and evidenced by endorsements or **Amendments**.

(5) **Declaration of "Year Built"**

The year when the **Building / Your Home** was built should be declared by **You** in **Application** or upon renewal.

(6) **Pair and Set Clause**

Where any insured **Item** consists of articles in a pair or set, this **Policy** is not to pay more than the value of any particular part or parts which may be lost without reference to any special values which such article or articles may have as part of such pair or set, **we** will pay not more than a proportionate part of the insured value of the pair or set.

(7) **Precautions**

You and **Your Family Member** shall take all reasonable precautions to prevent accidents loss and damage, disease and to comply with all statutory obligations and regulations imposed by any authority and maintain **Your Home** in sound condition and good repair.

(8) **Misstatement or Fraud**

Any false statement made by **You** in the **Application** or concerning any claim shall result in **Our** right to repudiate liability under this **policy**.

(9) **Alterations**

You shall give immediate written notice to **Us** of any alteration which materially affects the risk covered by this **Policy**, failure to do so may render all cover under this **Policy void and** ineffective.

(10) **Consideration**

This **Policy** is issued in consideration of the statements contained in the **Application** and the **Policy Schedule** and payment of **Premium** when due.

(11) **Payment of Benefits**

Benefit or indemnity payable under this **Policy** shall be paid to **You** or otherwise as directed by **You** in writing. In the absence of any such written direction, accrued benefits unpaid at the time of **Your** death shall be paid to **Your** estate. Any release given by **You**, or any third party to whom **You** have directed that payment be made, to **Us** acknowledging receipt of the benefit paid under this **Policy** shall be deemed a final and complete discharge of all liability by **Us**.

(12) **Average**

In the event of loss or damage where the **Sum Insured** shall be less than the full value of **Household Contents**, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss.

(13) **Reinstatement**

If this **Policy** is terminated for any reason, acceptance and approval of a subsequent **Application** by **Us** shall reinstate this **Policy**. The reinstated **Policy** shall provide benefits only for loss or damage that occurs after the date of reinstatement.

(14) **Premium**

We agree that no adjustment in **Premium** shall be made on this **Policy** alone. **We** reserve the right to amend **Premiums** in respect of like categories of insured **Home**, such as by Saleable Area for all **Home Insurance Policies** issued, or based on such other categorisation as determined by **Us**. **Premium** and the manner of payment including whether **Premium** shall be payable on an annual single basis or otherwise shall be stated in **Policy Schedule** and be payable on each premium due date by direct debit from **Your** nominated account.

(15) **Unpaid Premium**

Any unpaid **Premium** may be deducted by **Us** from any claim payment. If there is no outstanding claim, **We** reserve the right to terminate **Your Policy** from the date of default.

(16) **Claims**

(a) **Claims Notification**

If any event giving rise to or likely to give rise to a claim under this **Policy** comes to **Your** knowledge **You** shall:

- a. immediately
 - i. take steps to minimise the **Damage** and recover any missing property, prevent further **Injury** and/or liability;
 - ii. give notice in writing to **Us**;
 - iii. give notice to the Police in the event of deliberate or malicious damage;
- b. When a claim occurs or is likely to occur, **You** must advise the Company in writing as soon as possible, and in no case later than **thirty (30)** days from the date of occurrence:
 - i. a claim in writing for the **Damage, Injury** or liability containing as particular an account as may be reasonably practical of all the several articles or **Items** of property damaged, person injured and the amount of **Damage, Injury** thereto respectively, having regard to their value at the time of the **Damage, Injury** or liability;
 - ii. particulars of all other insurances if any;

- c. at all times at **Your** own expense provide to **Us** all such information and available documents or proofs regarding
- i. the origin and cause of the **Damage, Injury** or liability and the circumstances under which the same occurred;
 - ii. any matter touching the liability or the amount of liability of **Us**.
- as may be reasonably required by **Us** together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.
- d. **You** shall also give **Us** notice in writing immediately upon **You** become aware of any intention to prosecute **You** any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this **Policy**. Every letter, claim, writ, summons and process shall be forwarded to **Us** immediately on receipt;
- e. **Conduct of Claim**. No admission, offer, promise, payment or indemnity shall be made or given by or on **Your** behalf without **Our** written consent and **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. **You** shall provide all such information and assistance as **We** may require.
- (b) **Claims Control By Us**
We shall be entitled upon notice to **You** to take over and conduct in **Your** name the defence or settlement of any claim demand or proceeding against **You** and in that event:
- (i) **You** shall provide all such information and assistance and forward all such documents and other records to **Us** for the conduct of such claim demand or proceedings as **We** in **Our** discretion may from time to time require; and
 - (ii) **You** shall not without **Our** written consent incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever; and
 - (iii) **We** may at any time pay to **You** in connection with any one claim or number of claims against **You** arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled, and upon such payment **We** shall relinquish conduct and control of and be under no further liability under this **Policy** in connection with such claim or claims, except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.
- (17) **Other Insurance(s)**
If at the time of the happening of any occurrence covered by this **Policy** there is any other existing insurance covering the same liability or any part thereof **We** will only be liable to pay for the difference between the amount recoverable from such other source and the amount that would otherwise have been recoverable under **Your Policy**.
- (18) **Duplicate Insurance**
In the event the insured **Injury** or **Damage** is covered under more than one policy issued by **Us** at the time any loss, any claim payable shall be based on the policy providing the greatest amount of benefit. If such policies are identical, **We** will consider the policy first issued. Any **Premium** paid for any duplicated policy shall be returned to **You**.
- (19) **Subrogation**
We shall be entitled at **Our** sole discretion to prosecute in **Your** name regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to **You** in respect of any liability on the part of **You** for which indemnity is provided by this **Policy** and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. **You** shall give all such information and assistance as **We** may from time to time require and execute any necessary documents for the purpose of vesting such rights in **Us**. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for **Our** benefit to the extent of the amount paid by **Us** in respect of any claim including any costs and expenses paid or incurred by **Us** and costs and expenses incurred in prosecuting such recovery action.
- (20) **Proof of Loss**

It is a condition precedent to any liability of **Us** under this **Policy** that **You** and/or **Your Family Member** shall at **Your** own expense furnish to **Us** such certificate, information and evidence in the form and of the nature described and reasonably required by **Us**.

For loss or damage claim **You** must:

- At **Your** expenses provide **Us** with all such information and evidence as **We** may request;
- Notify the police immediately of any loss by deception, theft, burglary, malicious acts or riot and civil commotion, and provide **Us** with the police report.

For liability claim **You** must:

- Send to **Us** any letter, claim writ or summons immediately it is received;
- Advise **Us** immediately once **You** have knowledge of any impending prosecution, inquest or fatal injury.

For death or Injury, **You** must at **Your** expense provides **Us** with all information and evidence required by **Us**

(21) **Cancellation**

We may cancel this **Policy** by sending seven (7) days' notice by registered letter to the **Insured** at his last known address and in such event the **Premium** where adjustable shall be adjusted in accordance with Condition 14 and/or 21 or otherwise **You** shall become entitled to the return of a proportionate and part of the **Premium** corresponding to the unexpired portion of the **Period of Insurance**.

You may at any time cancel this **Policy** by delivering to **Us** a seven (7) days' prior notice in writing provided that no claim has arisen and there is no outstanding **Premium** owe to **Us** during the **Period of Insurance**. Upon cancellation, **We** will return any proportionate part of the **Premium** for the unexpired **Period of Insurance** **You** after deduction of an administration fee of \$500 plus levy subject to adjustment as may be displayed at **Our** website at the time of cancellation. No refund will be payable if the refund premium is less than \$50.

- Should there be any non-disclosure and/or misrepresentation, whether out of omission or intentionally, in **Your** arrangement of policy and/or handling of claim, **We** have the right to cancel **Your Policy** from inception. In such circumstance, **We** will charge **You** an administration fee of HK\$1,000 and treat **Your Policy** as if it has never existed.
- In the event of **Your** death, this **Policy** shall terminate within three (3) months thereof, unless a notice in writing is given by the **Family Member** as soon as reasonably possible to **Us** and **We**, having unfettered discretion in this regard, approve in writing the continuance of the **Policy**.

(22) **Dispute Resolution**

We are committed to providing **You** with quality insurance products and services, however any dispute, controversy, difference or claim arising out of or relating to **Your Policy**, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to the Hong Kong Mediation Council for mediation in accordance with its guidelines. **You** and **We** agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached through the mediation.

If any dispute, controversy, difference or claim arising out of or relating to **Your Policy** is not referred to mediation or if mediation fails, the dispute, controversy, difference or claim arising out of or relating to **Your Policy**, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and determined by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The parties shall jointly appoint one (1) arbitrator. If the parties fail to agree upon the choice of one (1) arbitrator within one (1) month from the date of the Notice of Arbitration, then the choice of one (1) arbitrator shall be referred to the Chairman for the time being of the HKIAC. The law of this arbitration clause shall be the law of the Hong Kong Special Administrative Region. The seat of arbitration shall be the Hong Kong Special Administrative Region. The arbitration proceedings shall be conducted in the English language.

It is expressly stipulated that it is a condition precedent to any right of action or suit upon **Your Policy** that an arbitration award shall be first obtained.

If **We** disclaim liability to **You** for any claim under **Your Policy** and such claim is not, within twelve (12) calendar months from

the date of such disclaimer, have been referred to arbitration under the provisions of this Policy document then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

If **We** repudiate, cancel or otherwise terminate this **Policy** for whatever reason, then in the absence of arbitration within twelve (12) calendar months from the date of such repudiation, cancellation or termination, **You** are deemed to have unconditionally and irrevocably waived **Your** right to dispute the validity of the repudiation, cancellation or termination and accepted that liability under this **Policy** did not ever arise, or has been abandoned or otherwise discharged.

Subject to the mediation and arbitration clause above, **Your Policy** is subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

(23) **Jurisdiction Clause**

We shall not be liable in respect of any judgements that are delivered by or obtained from a court outside Hong Kong SAR. Furthermore, the indemnity shall not apply to a judgement or order obtained in Hong Kong SAR for the enforcement of a judgement obtained elsewhere.

(24) The currency of this **Policy** is in Hong Kong dollars.

(25) **Contracts (Rights of Third Parties) Ordinance**

Any person or entity who is not a party to this **Policy** shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this **Policy**.

(26) **What to do if You are not satisfied**

We make every effort to provide a good standard of service to all **Our Policyholders**. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, **You** may

- submit **Your** feedback to **Our** manager in charge of the matter **You** are raising; or
- if subsequent to above, **You** require further assistance then please write to
Chief Executive Officer
Well Link General Insurance Company Limited
Units 16-18, 11/F., China Merchants Tower,
Shun Tak Centre,
168-200 Connaught Road Central,
Sheung Wan, Hong Kong

An acknowledgement that **Your** complaint has been received will be sent to **You** and **Your** complaint will be investigated.

*Important – Please remember to quote **Your Policy** reference in any communication*

Table of Cover

Core Cover	Maximum Indemnity Amount / Limit HK\$
<p>Section 1 – Household Contents Household Contents Valuables</p> <p>Additional Benefits (1) Temporary removal (2) Interior Alteration or Repair (3) Household Removal (4) Cover for Your Rent-Out Premises</p> <p>(5) Personal Effects (6) Money in Home / Credit Cards (7) Replacement of Locks and Keys (8) Frozen Food and Drinks (9) Uninhabitable Home Protection – Alternative Accommodation And Storage of Furniture (10) Removal of Debris (11) Domestic Helper’s Personal Effects (12) Fatal Accident Benefit (13) Burglary / Robbery Injury Cash Allowance (14) Landslip and Subsidence</p>	<p>As specified in the Policy Schedule (Item Limit: 100,000 per item) As specified in the Policy Schedule (Item Limit: 10,000 per item)</p> <p>50,000 any one claim and in aggregate per Period of Insurance Cover up to the Household Contents Sum Insured (Contract value up to 50,000 and Contract Work Max. 2 months)</p> <p>50,000 any one claim and in aggregate per Period of Insurance Cover up to the Household Contents Sum Insured Any one Item: 3,000 and 75,000 in aggregate per Period of Insurance</p> <p>5,000 any one occurrence and in aggregate per Period of Insurance 3,000 any one occurrence and in aggregate per Period of Insurance 2,500 any one claim and in aggregate per Period of Insurance 5,000 any one claim and in aggregate per Period of Insurance 50,000 in aggregate per Period of Insurance (1,500 per day)</p> <p>25,000 any one claim and in aggregate per Period of Insurance 1,500 in aggregate per Period of Insurance 200,000 in aggregate per Period of Insurance (50,000 per person) 20,000 in aggregate per Period of Insurance (5,000 per person) up to Section 1 Household Contents Sum Insured</p>
<p>Section 2 – Worldwide All Risks (Personal Effects) Personal Effects</p> <p>Additional Benefits (1) Money (2) Unauthorized use of Credit Cards (3) Personal Documents</p>	<p>As specified in the Policy Schedule (Item Limit: 5,000 per item/ 10,000 per year)</p> <p>3,000 any one occurrence and in aggregate per Period of Insurance 3,000 any one occurrence and in aggregate per Period of Insurance 3,000 any one occurrence and in aggregate per Period of Insurance</p>
<p>Section 3 – Legal Liability to Third Party Limit of Indemnity</p> <p>Additional Benefits (1) Landlord’s/Owner’s Liability (2) Tenant’s Liability (3) Independent Contractor’s Liability</p>	<p>As specified in the Policy Schedule</p> <p>Cover up to the Limit of Indemnity Cover up to the Limit of Indemnity Cover up to the Limit of Indemnity (Contract value up to 50,000 and Contract Work Max. 2 months)</p>

- END -

Personal Information Collection Statement ("Statement")

Well Link General Insurance Company Limited 立橋保險有限公司 (referred to hereinafter as "We", "Us", "Our") is a member of Well Link Group with associated, affiliated and subsidiary members companies as added from time to time (referred to hereinafter as "Our Group" or "Well Link Group"). We recognize Our responsibilities in relation to collection, holding, processing, use, transfer, disclose and/or share of personal data under the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the "PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data collected by Us is accurate and secure.

Purpose of Collection

From time to time, it is necessary for you to supply Us personal information about yourself, policyowner, life insured, beneficiary and/or other relevant individuals in connection with our provision of products and services. Provision of the personal information to Us is voluntary. However, failure to supply such information may result in Us not being able to process your case and/or provide you or continue to provide you with insurance products and services you have applied for.

We may also collect, use, store, process, transfer, disclose or share Your personal data (including credit information and claims history) for purposes including but not limited to:

1. ensuring that content from Our website is presented in the most effective manner for you and for Your computer;
2. enabling Us to communicate with You, respond to Your queries and to verify your identity;
3. identifying policies of insurance issued by Us for which you may be eligible and to provide you with quotes;
4. assessing, processing any application for policies of insurance that you make and administering and carrying out variations, cancellations, endorsements or renewals of insurance products as the case may be;
5. assisting in the issuance, administration and processing, arranging coinsurance and/or reinsurance of your insurance policies, payment instruction, policy renewal notice and relating services;
6. assessing and processing claims and purposes in connection with claims, including claims investigation and settlement, detecting and preventing fraud (whether or not relating to the products or services provided by Us and/or Our Group);
7. exercising rights of subrogation (if applicable) and collection of amounts outstanding (if any);
8. matching any data held which relates to you from time to time for purposes as listed here;
9. conducting market research for statistical or other purposes to allow Us to improve our products and services for you and designing products/services for You;
10. carrying out Our obligations arising from any contracts entered into between you and Us and other purposes in connection with the provision of any of Our products and services to you, including Policy underwriting, servicing and administration;
11. promoting, managing, conducting and direct marketing the insurance products and services of Well Link General Insurance Company Limited 立橋保險有限公司 and Our Group;
12. direct marketing of products and services and other subjects as described under the heading "Direct Marketing" below subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying Us at any time;
13. allowing you to participate in interactive features of Our service, when you choose to do so;
14. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Us and Our Group;
15. using or making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purpose, investigations by police or other government or regulatory authorities or bodies in Hong Kong or elsewhere and complying with the laws of any applicable jurisdiction in sanctions or prevention or detection of money laundering, terrorist financing, fraud or other unlawful activities within or outside Hong Kong; and
16. other purposes notified to you on or before the time of collection or use.

Data Transfer

Personal data held by Us will be kept confidential but We may, for the purposes set out above, disclose and transfer your personal data to or from:

- any agent, contractor or third party who provides technology or other services to Us including direct marketing services, payment, data processing, website hosting, administrative and/or other services to us in connection with company's operations and provision of Policy administration and insurance services, including but not limited to insurance intermediaries, reinsurers, loss adjusters, claims investigations companies, lawyers, accountants, financial advisors, hospitals, healthcare entities, other insurance companies, financial institutions and credit card companies, credit reference agencies and debt collection agencies etc. in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies (whether directly or through fraud prevention organization or other persons named in this section), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.
- related insurance industry associations/federations and their members
- any member of the Well Link Group, Our associates and business partners
- organizations conducting actuarial or research studies;
- government, judicial, law enforcement, tax authority (where applicable) or competent regulatory bodies or any person to whom we are under a legal and/or regulatory obligation to make disclosure; and
- other persons as notified to you on or before the time of collection or use,

in each case both within and outside of Hong Kong. Where We transfer your personal data outside of Hong Kong We will ensure that the recipient of your personal data has in place policies, procedures, suitably secure servers and other measures at least equivalent to Our own.

Direct Marketing

We may, from time to time, use, disclose or transfer your name and contact details (including but not limited to telephone number, email address, postal address, services and products portfolio, financial and demographic data) ("Relevant Personal Data") to Well Link Group and Our associates and business partners (whether for gain or not) for their use for the purposes of conducting direct marketing (including but not limited to providing reward, loyalty or privileged programs) in relation to the following classes of products and services that We, Our Group and Our associates or business partners may offer:

- Insurance, banking, financial, securities, assets management and related products and services;
- Products and services in relation to health, wellness and medical, food and beverage, sporting activities and membership, fitness or similar leisure activities, travel and transportation, social networking and media.

We and Well Link Group intend to send you marketing communications or material and use, disclose or transfer your Relevant Personal Data in accordance with the paragraphs above for direct marketing purpose and We cannot do so without your consent (which includes an indication of no objection).

You may exercise your right to withdraw your consent to the use, disclose or transfer your Relevant personal data by Us to a third party for direct marketing purposes, and if you choose to exercise such right, We shall cease to use, disclose or transfer your personal data for such purposes, save and except for the purpose of Policy renewal and related services. If you object to Our intended use, disclosure or transfer of your Relevant Personal Data for direct marketing, please indicate in the following "Use and Disclosure of Your Relevant Personal Data" section (or where specified at the time of collection) or you may write to Us to opt out from or withdraw your consent to direct marketing at any time.

Policy Renewal and Related Services

In order to ensure that you have continuance insurance cover, We shall at appropriate timing provide you with Policy renewal notice and related services. Such services may entail use of your personal data, and have been expressly listed as one of the purposes for collection of your personal data hereinabove. If you subsequently opt not to receive any renewal notice, you must bear the risk of failing to have your insurance renewed on time.

Access Requests

You have the right in accordance with the PDPO to request access to and correct your personal data held by Us. If We do not provide you with access, We will provide you with reasons for the refusal and inform you of any legal exceptions relied upon. If you wish to access or correct your personal data held by Us, please contact Us using the information below. your request to provide information will be dealt with in a reasonable time and We may recover from you our reasonable cost for processing your request and supplying the information to You. Any questions, comments and requests regarding this Statement and our Privacy Policy Statement should be addressed in writing to:

Data Protection Officer
Well Link General Insurance Company Limited
Units 16-18, 11/F., China Merchants Tower, Shun Tak Centre,
168-200 Connaught Road Central, Sheung Wan, Hong Kong

Security

All information you provide to Us is stored on Our secure servers and, are maintained, controlled, protected and retained for either the period of Our business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or applicable laws (whichever is later). Any payment transactions and all pages that require personal information will be processed in secured way.

Privacy Policy Statement

Our Privacy Policy Statement is available at Our website, which includes Our Personal Information Collection Statement and details of Our Cookie Policy.

Reservation of Rights

We reserve Our rights to vary or amend this Statement and our Privacy Policy Statement at any time and at Our sole and absolute discretion to ensure that this Statement and Our Privacy Policy Statement is consistent with Our future developments, industry trends and/or any changes in legal or regulatory requirements.

My acknowledgment

You acknowledge and accept that your use of Our website and/or Our product(s) and service(s) indicates your acceptance of Our website terms of use and of Our security and privacy statement including this Statement.

This is Our current security and privacy statement. It replaces any previous security and privacy statement published on Our website. We are under no obligation to specifically notify you of any variation to this Statement or any other security and privacy statement.

YOU AGREE AND ACCEPT, BY your USE OF OUR WEBSITE and/or OUR PRODUCT(S) AND SERVICE(S), OUR SECURITY AND PRIVACY STATEMENT INCLUDING THIS STATEMENT.

Similarly, after any variation to this Statement, and Our security and privacy statement, you agree and accept that We have provided you with sufficient notice of the variation and you are taken to have accepted every such new Statement and security and privacy statement.

*In event of any inconsistency between the English version and Chinese version, the English version shall prevail.