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## Carefree Home Protection Policy

Welcome to the Avo family! This document (“Policy Wording”) contains Carefree Home Protection Policy terms and conditions. Please read it together with the Policy Schedule and, if any, Endorsement(s) (collectively the “Policy”) to ensure that You fully understand what cover is being provided.

In consideration of the payment of premium, We agree to provide insurance subject to the definitions, exclusions and conditions attached to this Policy.

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Supplement(s) (if any)

## **PART 1 – DEFINITIONS**

As You read Your Policy, be aware that certain words in this Policy have specific meanings, which are given below:

“Accident” or “Accidental”	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
“Bodily Injury”	A physical injury caused solely and independently by an Accident.
“Building”	The residential building where the Risk of Location is situated at, as well as all garages and outbuildings used solely in connection therewith and on the same building, and which shall include landlord’s Fixtures and Fittings therein and the windows, walls, doors, gates, fences around, patios, terraces, hedges, paths, drives, posts and masts pertaining thereto but excluding foundations and drains.
“Burglary”	The taking of Your property and/or the property of Your Family by a person or persons who illegally entered or exited Your Home using force or violence of which there shall be visible signs of entry.
“Clinical Psychologist”	A person other than You or Your Family, who is a legally registered and properly qualified Clinical Psychologist acting within the scope of his/her license and training pursuant to the laws of Hong Kong in which such practice is maintained.
“Confinement”	Confinement as an in-patient for a continuous period of stay for Medically Necessary treatments in a hospital makes a charge for room and board for such confinement.
“Domestic Helper”	Any individual employed from abroad who has entered into an employment contract which is valid during the Period of Insurance with You and/or Your Family and whose duties under such contract are to perform full-time live-in domestic duties at Your Home.
“Employer”	A company or an organization which employs You with an employment contract.
“Fixtures and Fittings”	The interior decoration items which have been effected by You, that are fitted to and form part of the structure of Your Home including wall coverings, bathroom suites, fitted kitchens, fitted wardrobe, fitted cabinets, flooring, and fitted carpets, but excluding home appliances, drains, pipes, cables and/or wires.
“Game Console”	Game Console which is included on Our Accepted List of Personal Computer Equipment and Game Consoles in Our company website.
“Hong Kong”	The Hong Kong Special Administrative Region of the Peoples’ Republic of China or the HKSAR.
“Home” or “Risk of Location”	The private dwelling named as “Risk of Location” in the Policy Schedule or the subsequent Endorsement(s) to this Policy, which is owned or occupied by You for residential purpose only.
“Home Contents”	All Valuables, furniture, Fixtures and Fittings, plate glass, fixed glass items, household goods, home appliances and Personal Effects which belong to You or Your Family but excluding: a) any part of the structure of the Home, Fixtures and Fittings, that are not owned by You or Your Family, external television and radio antennae aerials fittings masts and towers; b) Office Equipment; c) property contained in or on rooftop, verandahs, balcony, patios, terraces, forecourts and in the open generally; d) property more specifically insured under another insurance policy; e) deeds, bonds, bills of exchange, promissory notes, documents of any kind, manuscripts, lottery tickets, records or computer records and any form of Money; f) mechanically and/or electrically propelled vehicles and/or their accessories, including but not limited to motor vehicles, pedal cycles, motor cycles, aircraft , unmanned aircraft system and/or watercrafts; g) animals, plants, trees or living creatures and the like; h) boiler, industrial plant and machines; i) food, beverage or wine and the like; j) property undergoing construction or erection; k) property in the course of removal or transit; l) drains, pipes, cables and/or wires; m) contact lenses, dental prosthesis, and prosthesis; n) unauthorized building works or constructions or structures; o) the value of any kinds of information; p) portable computers, portable audio/video players, Game Console, Personal Computer Equipment, portable data equipment, electronic diaries or personal data assistants; q) mobile or portable telecommunication equipment, smart watches, tablets, mobile telephones and pagers; r) films, tapes, cassettes, cartridge, discs, diskettes, computer, data, computer records and software; s) sports or medical equipment whilst in use; and t) property owned or held in trust by You or Your Family for business, profession or trade purposes.
“Immediate Family Members”	Your spouse, parent, parent-in-law, legal guardian, grandparent, grandparent-in-law, Your own son or daughter, legally adopted son or daughter, stepson or stepdaughter, brother or sister, or grandchild.
“Landlord”	The person named as Landlord as specified in the Tenancy Agreement who leases out the Risk of Location.
“Maximum Benefit Amount”	The maximum compensation amount We pay You or Your Family or the legal estate of You or Your Family corresponding to each of the benefits stated in the Policy Schedule for the insurance plan You have chosen and for which the premium has been paid.
“Medically Necessary”	Treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must: a) consistent with the diagnosis and is the customary medical treatment for the condition; b) in accordance with standards of good and prudent medical practice; c) not furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers;

	<ul style="list-style-type: none"> <li>d) furnished at the most appropriate level sufficient to safely and adequately treat the Your injury and are performed in the least costly setting required for treatment of a covered injury; and</li> <li>e) not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a Confinement.</li> </ul>
“Mental Distress”	Debilitating shock, mental anguish or mental injury diagnosed by a Psychiatrist or Clinical Psychologist.
“Money”	Cash, checks, postal orders, bankers drafts, travel tickets, saving certificate, current postage stamp, gift tokens, currency notes, bank notes, securities for money, securities certificates and documents, bullion, coins, tickets, vouchers or coupons of any kind and any medium by which pre-payment is required of money is debited or credited via electronic means.
“Office Equipment”	<p>Any computer equipment, portable computer, communication devices (including mobile phone) and their accessories such as keyboard and mouse, which is:</p> <ul style="list-style-type: none"> <li>a) provided by Your Employer;</li> <li>b) in Your care, custody or control; and</li> <li>c) used for business or professional purpose.</li> </ul> <p>Office Equipment shall not include any electronically stored data.</p>
“Ordinance”	Employees’ Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
“Partner or Housemate”	Someone with whom You live with, whether of the same or opposite gender, excluding Domestic Helper. Your Partner or Housemate should have lived with You in Your Home for at least twelve (12) months.
“Period of Insurance”	The period of time as specified in the Policy Schedule during which this Policy is effective.
“Personal Computer Equipment”	Laptop, desktop or monitor which is included on Our Accepted List of Personal Computer Equipment and Game Consoles in Our company website.
“Personal Documents”	Passport, driving license, certificate of identity and the like including identity card.
“Personal Effects”	Clothes and articles of a strictly personal nature likely to be worn or used, excluding electronic devices, Valuables and Money.
“Pet”	Dog or cat with proof of identity which is/are ordinarily residing with You at Your Home.
“Policy Schedule”	The document specifying details of You, Your Home and the insurance provided. It sets out the Maximum Benefit Amount and sub-limits of the covered benefit items that shall be payable under this Policy and forms part of the Policy.
“Policy Year”	Each continuous twelve (12) month period of insurance under this Policy, the first on which starts on the first effective date of this Policy and thereafter on the same date in each consecutive year.
“Pre-existing Medical Condition(s)”	<p>Any sickness, disease, injury; physical, mental or medical condition; or physiological degradation which has existed prior to the effective date of the Period of Insurance or the initial Period of Insurance before any renewal has taken place whichever is applicable:</p> <ul style="list-style-type: none"> <li>a) medical treatment, diagnosis, consultation or prescribed drugs have been received;</li> <li>b) the symptoms or manifestations have existed, whether treatment was actually received; or</li> <li>c) a reasonable person in the circumstances would be expected to be aware of.</li> </ul>
“Psychiatrist”	A person other than You or Your Family, who is a legally registered and properly qualified Psychiatrist acting within the scope of his/her license and training pursuant to the laws of Hong Kong in which such practice is maintained.
“Registered Medical Practitioner”	A person other than You or Your Family, qualified by degree in western medicine and is registered, or is deemed to be so registered under the provisions of section 29 of Medical Registration Ordinance (Chapter 161 of the Laws of Hong Kong).
“Rent”	The monthly rental as specified in the Tenancy Agreement, payable by the Tenant to You in accordance with the terms and conditions of the Tenancy Agreement.
“Tenancy Agreement”	The written, duly stamped and enforceable tenancy agreement as Landlord and the Tenant in respect of Your Home.
“Tenant”	The person named as the Tenant as specified in the Tenancy Agreement who rents the Risk of Location from Landlord.
“Terrorism”	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
“Theft”	<p>A person dishonestly appropriates property belonging to You and/or Your Family with the intention of permanently depriving You and/or Your Family of it, without:</p> <ul style="list-style-type: none"> <li>a) forcible and violent entry to or exit from Your Home; or</li> <li>b) forcible and violent action towards You and/Your Family.</li> </ul>
“Unoccupied”	Not lived in by You or by a person authorized by You.
“Utility”	Electricity supply provided by The Hongkong Electric Company Limited or the CLP Power Hong Kong Limited, piped gas supply provided by Hong Kong and China Gas Co. Ltd, and/or fresh water supply provided by Water Supplies Department.

“Valuables”	Jewellery, articles of gold, silver, or other precious metals, items of crystal and precious stones, watches (except smart watches), furs, photographic equipment, binoculars, antiques, chinaware, curios, musical instruments (except pianos), works of art, collections of stamps, coins and medals.
“We”, “Our”, “Us” or “Avo”	Avo Insurance Company Limited.
“You”, “Your” or “Policy Holder”	The person who is named as the Policy Holder in the Policy Schedule; and must hold a valid Hong Kong Identity Card and is aged eighteen (18) or above on the issuance date of this Policy.
“Your Family”	Your Partner or Housemate, and Your Immediate Family Members who are ordinarily residing with You at Your Home.

## **PART 2 – BENEFITS**

### **Section 1 – Home Contents**

Benefits payable under Section 1 shall (1) only be operative if it is stated in the Policy Schedule; and (2) be subject to the respective Maximum Benefit Amount and sub-limits in the Policy Schedule.

#### **1.1 Basic Benefits under Section 1:**

We will indemnify You and/or Your Family against Accidental loss or damage to Home Contents in Your Home during the Period of Insurance. We will not pay for any loss or damage under this benefit that can be recovered or compensated from any other sources.

#### **1.2 Additional Benefits under Section 1:**

##### **1.2.1 Removal of Debris**

We will indemnify You and/or Your Family for cost and expenses reasonably incurred by You and/or Your Family with Our prior written consent for the removal of the debris, the dismantling and/or demolishing, or shoring up or propping of the portion or portions of Your Home that is covered under Section 1.1.

We will not pay any costs or expenses:

1. incurred in removing debris which is not from Your Home or not from the area immediately adjacent to Your Home;
2. arising in any way directly or indirectly from pollution or contamination of any property or debris whether from Your Home or not;
3. arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property; or
4. any loss that can be recovered or compensated from any other source.

##### **1.2.2 Alternative Accommodation**

In the event of Your Home being rendered uninhabitable due to loss or damage insured under Section 1, We will indemnify You and/or Your Family against reasonable expenses for alternative accommodation actually incurred by You and/or Your Family during the period necessary for the reinstatement of Your Home.

#### **1.3 Optional Benefits under Section 1:**

##### **1.3.1 Alternative Accommodation – With Pets**

In the event of Your Home being rendered uninhabitable due to loss or damage insured under Section 1, We will indemnify You and/or Your Family against reasonable expenses for alternative accommodation for Your Pet(s) at a licensed kennel or cattery or pet hotel actually incurred by You and/or Your Family during the period necessary for the reinstatement of Your Home.

##### **1.3.2 Money or Unauthorized Use of Credit Cards**

We will pay for the Accidental loss of Money or loss resulting from unauthorized use of credit cards belonging to You or Your Family as a result of fire, Burglary, robbery or Theft occurred within Hong Kong.

We will not pay for any loss or damage under this benefit for:

1. any loss resulting from unauthorized use of credit cards by You or Your Family;
2. any loss that can be recovered or compensated from any other source; or
3. any loss which has not been reported to the police within twenty-four (24) hours of discovery.

##### **1.3.3 Replacement of Credit Cards and Personal Documents**

We will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards, and Personal Documents belonging to You and/or Your Family for the Accidental loss of the same occurred within Hong Kong.

We will not pay for any loss or damage under this benefit for:

1. any loss that can be recovered or compensated from any other source; or
2. any loss which has not been reported to the police within twenty-four (24) hours of discovery.

##### **1.3.4 Replacement of Keys**

We will pay for the cost of replacing keys of Your Home reasonably incurred by You and/or Your Family if such keys are lost or stolen within Hong Kong with the covered cost being limited to the actual amount paid to a locksmith to produce a new key.

No excess is applicable to this benefit.

We will not pay for any loss or damage under this benefit for any loss that can be recovered or compensated from any other source.

##### **1.3.5 Replacement of Windows, Door Locks and Keys**

We will pay for the cost of replacing windows, doors locks and keys of Your Home reasonably incurred by You and/or Your Family following a Theft or attempted Theft or Burglary.

We will not pay for any loss or damage under this benefit for:

1. any loss that can be recovered or compensated from any other sources; or
2. any loss which has not been reported to the police within twenty-four (24) hours of discovery.

##### **1.3.6 Utility Failure Allowance**

In the event that the Utility supply of the whole building where Your Home is situated in is suspended for more than eight (8) consecutive hours as a direct result of fault of Utility supplier, typhoon, or an Accident, We will pay You an allowance of each full eight (8) hours of suspension, up to the Maximum Benefit Amount as stated in the Policy Schedule.

We will not pay for any loss or damage under this benefit for:

1. Utility interruption or suspension due to deliberate act of any person or the Utility supply company;
2. interruption with no identified cause;
3. partial suspension;
4. scheduled suspension or maintenance; or

5. suspension without written confirmation from Utility supplier.

### 1.3.7 **Frozen Food**

We will pay for the replacement cost of frozen food, which is stored in the freezer compartment of the refrigerator or the domestic freezer situated at Your Home and is spoiled due to a change in temperature of such refrigerator or freezer by Accidental means.

We will not pay for any loss or damage under this benefit for:

1. any loss that can be recovered or compensated from any other sources;
2. any loss or damage directly or indirectly caused by deliberate act of any person or the electricity supply company; or
3. any loss or damage directly or indirectly caused by the failure of a refrigerator or freezer which is more than five (5) years old.

### 1.3.8 **Wine**

We will pay for the Accidental physical loss of or damage to an un-opened bottle of wine kept by You or Your Family at Your Home.

We will not pay for any loss or damage under this benefit for:

1. change in quality, flavor or taste;
2. any loss that can be recovered or compensated from any other sources; or
3. any loss or damage directly or indirectly caused by deliberate act of any person.

### 1.3.9 **Personal Computer Equipment, Game Consoles and Accessories**

We will pay for the Accidental loss of or damage to Your or Your Family's (1) Personal Computer Equipment; (2) Game Consoles; and/or (3) accessories of Personal Computer Equipment or Game Consoles, including keyboard, mouse, remote control, and controller for Game Consoles at Your Home, provided that the maximum number of Personal Computer Equipment and/or Game Consoles covered under this benefit is limited to three (3) and are specifically declared in writing by You (and are stated in Policy Schedule and/or Endorsement Schedule).

We will not pay for any loss or damage under this benefit for:

1. liquid damage;
2. any loss that can be recovered or compensated from any other sources;
3. occurred prior to declaration of Your Personal Computer Equipment and/or Game Consoles;
4. undeclared Personal Computer Equipment and/or Game Consoles;
5. Personal Computer Equipment and/or Game Consoles and/or accessories of Personal Computer Equipment or Game Consoles used mainly for business and/or trading purposes; or
6. any loss caused by vandalism or damage by a person lawfully in Your Home.

### 1.3.10 **Worldwide Personal Belongings**

We will pay for Accidental loss or damage to Personal Effects belonging to You and/or Your Family occurring anywhere in the world.

We will not pay for any loss or damage under this benefit for:

1. any loss that can be recovered or compensated from any other sources;
2. any loss in respect of accidental loss, Theft, Burglary or robbery which has not been reported to the police within twenty-four (24) hours of discovery; or
3. any loss that falls within the coverage of any effective Basic Benefits, Additional Benefits and/or Optional Benefits under Section 1.

### 1.3.11 **Outdoor Home Contents**

We will pay for Accidental loss or damage to outdoor Home Contents (excluding any kind of shoes) belonging to You and/or Your Family whilst contained in or on verandahs, balconies, patios, terraces or forecourts of the Building and in the open generally.

We will not pay for any loss or damage under this benefit that can be recovered or compensated from any other sources.

### 1.3.12 **Home Office Equipment**

If whilst You are working from Home during the Period of Insurance, Your Office Equipment is physically damaged due to Accident or loss due to Burglary, We will indemnify You up to the Maximum Benefit Amount and sub-limit as stated in the Policy Schedule. We will decide whether to replace, repair or pay a cash equivalent for the lost or damaged item.

We will not pay for any loss or damage under this benefit that can be recovered or compensated from any other sources.

### 1.3.13 **Domestic Helper's Personal Effects**

We will indemnify You in respect of loss of or damage to Personal Effects of Your Domestic Helper, whilst such Personal Effects are in Your Home in which such Domestic Helper(s) is residing with You at Your Home.

We will not pay for any loss or damage under this benefit that can be recovered or compensated from any other sources.

## **Exclusions applicable to Section 1:**

We will not pay any claims for any loss or damage directly or indirectly caused by:

1. Theft or attempted Theft (not applicable to Optional Benefit 1.3.2 Money or Unauthorized Use of Credit Cards, Optional Benefit 1.3.3 Replacement of Credit Cards and Personal Documents, Optional Benefit 1.3.4 Replacement of Keys, Optional Benefit 1.3.5 Replacement of Windows, Door Locks and Keys, and Optional Benefit 1.3.10 Worldwide Personal Belongings);
2. fire, lightning or by Burglary or attempted Burglary which has not been reported to the police within twenty-four (24) hours of discovery;
3. unattended, unexplained or mysterious disappearance;
4. wear and tear, depreciation, betterment, mildew, rot, corrosion, rust, gradual deterioration, stain, insects or vermin;
5. scratching and denting;
6. change in temperature or humidity (not applicable to Optional Benefit 1.3.7 Frozen Food);
7. mechanical, electrical, or electronic breakdown or derangement or failure (not applicable to Optional Benefit 1.3.6 Utility Failure Allowance and Optional Benefit 1.3.7 Frozen Food);
8. any process of cleaning, dyeing, repairing, restoring or renovation;
9. animals, plants, trees or living creatures and the like;
10. inherent fault, defective workmanship, materials or design, or deformation;
11. misuse or use against manufacture's instruction or specification;
12. Theft of property left in unoccupied vehicles;
13. unaccompanied property despatched under a contract of affreightment or by post;
14. wilful acts, malicious acts or intentional vandalism by You, Your Family or any relative or any person residing or lawfully in the Home; and
15. pollution and contamination.

## **Section 2 – Legal Liability**

Benefits payable under Section 2 shall only be operative if it is stated in the Policy Schedule. The liability of Us for all compensation payable in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source shall not exceed the amount specified in the Policy Schedule.

Unless specifically mentioned, the limit of indemnity and sub-limits under Section 2 (which is stated in the Policy Schedule) include cost and expenses incurred by or on behalf of You with Our written consent. We may in connection with any one claim or claims arising out of any one loss occurrence

pay to You the limit of indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and thereafter We shall be under no further liability under this Section 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.

## 2.1 Basic Benefits under Section 2:

### 2.1.1 Owner's Legal Liability

We will indemnify You and/or Your Family for compensation that You and/or Your Family become legally liable to pay as owner of Your Home for Accidental Bodily Injury to third party or Accidental damage to third party's property that happens in or at Your Home during the Period of Insurance.

### 2.1.2 Owner's Liability in Common Area

Subject to You and/or Your Family being the owner of Your Home, We will further indemnify You and/or Your Family for compensation which You and/or Your Family become legally liable to pay as a part owner of the common parts of the Building subject to the following paragraphs 1 to 3:

1. For the purpose of this benefit only, the expressions "common parts", "building", and "owner(s)" have the same meanings as assigned to those expressions in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.
2. Where there is any other insurance policy that provides indemnity to liability that is covered under this benefit 2.1.2, then this benefit shall be operative only in:
  - a. such liabilities as are not indemnifiable by other insurance policy that You and/or Your Family have taken out, or
  - b. any excess liability beyond and above the amount paid or payable under such other insurance policy.
3. Subject always to the preceding paragraph 2, the indemnity under this benefit is limited to Your and/or Your or Your Family proportional share of the liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the said Building Management Ordinance, chapter 344 of the Laws of Hong Kong.

### 2.1.3 Occupier's Legal Liability

We will indemnify You and Your Family for compensation that You and/or Your Family become legally liable to pay as occupier of Your Home for Accidental Bodily Injury to third party or Accidental damage to third party's property that happens in or at Your Home during the Period of Insurance.

### 2.1.4 Tenant's Liability

We will indemnify You and Your Family for compensation that You and/or Your Family become legally liable to pay for damage to Building rented and occupied by You and/or Your Family as Tenant but not for liability assumed by You and/or Your Family under a Tenancy Agreement which would not have been attached in the absence of such agreement.

## 2.2 Optional Benefits under Section 2:

### 2.2.1 Worldwide Personal Legal Liability

We will indemnify You and Your Family for compensation that You and/or Your Family become legally liable to pay in personal capacity:

1. for Accidental Bodily Injury to third party or Accidental damage to third party's property anywhere in Hong Kong other than in or at Your Home during the Period of Insurance.
2. for Accidental Bodily Injury to third party or Accidental damage to third party's property anywhere outside Hong Kong during the Period of Insurance provided that the period of You and/or Your Family being outside Hong Kong shall not exceed thirty (30) consecutive days.

We will not pay any claim for any liability directly or indirectly arising out of or in any way connected with the following:

1. assault and/or battery committed by You or Your Family or at Your or Your Family's direction.

### 2.2.2 Worldwide Personal Legal Liability – Domestic Helper

We will indemnify You and Your Family for compensation that You and/or Your Family is liable to pay to any third party as a result of any act or omission of a Domestic Helper being on duty in respect of Accident arising out of and in the course of the employment with You and/or Your Family.

1. for Accidental Bodily Injury to third party or Accidental damage to third party's property anywhere in Hong Kong during the Period of Insurance.
2. for Accidental Bodily Injury to third party or Accidental damage to third party's property anywhere outside Hong Kong during the Period of Insurance provided that the period the Domestic Helper being outside Hong Kong shall not exceed thirty (30) consecutive days.

We will not pay any claim for any liability directly or indirectly arising out of or in any way connected with the following:

1. assault and/or battery committed by:
  - a. Your Domestic Helper, or at Your Domestic Helper's direction;
  - b. You, or at Your direction; or
  - c. Your Family, or at Your Family's direction; or
2. the conduct of any business or profession or the provision of any services by Your Domestic Helper that is irrelevant to the duties set in the employment contract between You and Your Domestic Helper or not related to perform full-time live-in domestic duties at Your Home.

### 2.2.3 Pets Owner's Legal Liability

We will indemnify You and/or Your Family for compensation that You and/or Your Family become legally liable to pay as owner of Pet(s), which are normally residing with You and/or Your Family in Hong Kong, for an Accident occurring anywhere in Hong Kong which causes Accidental Bodily Injury to third party or Accidental damage to third party's property during the Period of Insurance.

## Exclusions applicable to Section 2:

We will not pay any claim for:

1. any liability in respect of Bodily Injury to You, Your Family or Your Domestic Helper;
2. any liability in respect of Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevator;
3. any liability in respect of the ownership or occupation of any land or building other than Your Home or the Building;
4. any liability in respect of the pursuit or exercise by You or Your Family of any employment business trade or profession;
5. any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
6. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
7. any liability in respect of
  - a. death or Bodily Injury under and pursuant to the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) as may be amended from time to time or any legislation which replaces the same;
  - b. death or Bodily Injury including illness of any person arising out of and in the course of the Employment of such person with You; or
  - c. death of or Bodily Injury including illness to any person who is Your Family, and being in charge or under the control of You, or of a person acting on behalf of You, or engaged in Your service at the time of the Accident;
8. any liability in respect of loss of or damage to property belonging to You or in the charge, custody or under the control of You, or Your Family, Domestic Helper of Yours, or any servant or agent of Yours;

9. any liability in respect of
  - a. personal injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
  - b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; or
  - c. fines, penalties, punitive or exemplary damages;
10. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
  - b. any chemical, biological, bio-chemical, or electromagnetic weapon;
11. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a. asbestos; or
  - b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos;
12. any liability in respect of any claim or loss or liability arising out of or is contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated;
13. any liability in respect of death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the Prevention and Control of Disease Ordinance (Chapter 599 of the Laws of Hong Kong) as at the date of the receipt by Us of Your written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof;
14. compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in Hong Kong;
15. any liability arising out of or attributable to unlawful or unauthorized building structures built in contravention of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong);
16. any liability arising out of or attributable to renovation or alteration work;
17. any liability in respect of advice design specification or services given or provided in a professional capacity or any breach of duty owed in a professional capacity by You;
18. any liability arising from wilful acts, malicious acts or intentional vandalism by You, Domestic Helper, Your Family, or any person residing or lawfully in the Home;
19. any liability in respect of ownership, possession, driving or use of mechanically-propelled vehicles, aircraft, unmanned aircraft system or watercraft;
20. any liability in respect of use of any horse or arising out of hunting racing or polo; or
21. any liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
  - a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
  - b. media or systems used in connection with any of the foregoing;
 whether the property of Yours or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including without limitation, the failure or inability to recognize, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:
  - i. recognizing, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
  - ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (21a) and (21b) above.

### Section 3 – Medical Expenses

Benefits payable under Section 3 shall (1) only be operative if it is stated in the Policy Schedule; and (2) be subject to the respective Maximum Benefit Amount and sub-limits in the Policy Schedule.

#### 3.1 Optional Benefits under Section 3:

##### 3.1.1 Food Poisoning

If You use the food delivery services provided by a restaurant or food delivery operator for delivering food to Your Home during the Period of Insurance and suffer from food poisoning directly caused by such delivered food, provided that the relevant restaurant possess relevant license and/or food permit from the Food and Environmental Hygiene Department, We will pay You up to the maximum Benefit Amount and subject to the sub-limit as stated in the Policy Schedule for the actual medical expenses incurred and provided that the first medical consultation must be incurred within twenty-four (24) hours from the order time of such food delivery shown in the receipt of the restaurant or food delivery operator.

##### 3.1.2 Ergonomic Injury

If You suffer an ergonomic or postural injury caused by poor workspace design or conditions whilst carrying out the occupational duties at Your Home during the Period of Insurance, and such injury is diagnosed by a Registered Medical Practitioner as caused or contributed to by working from Home and surgery is considered Medically Necessary, We will pay You up to the Maximum Benefit Amount as stated in the Policy Schedule for such surgery cost incurred.

##### 3.1.3 Mental Health Therapy

If You are diagnosed as suffering from Mental Distress caused or contributed to by working from Home during the Period of Insurance, We will pay You up to the Maximum Benefit Amount and subject to the daily limit as stated in the Policy Schedule for counselling or consultation expenses charged by Clinical Psychologist or Psychiatrist.

### Exclusions applicable to Section 3:

We will not pay any claims for:

1. any loss or damage directly or indirectly caused by:
  - a. work involving manual job duty; or You being employed or working in the capacity of a manual worker and/or a home-based manufacturer;
  - b. taking part in any sports in a professional capacity or where You would or could earn income or remuneration from engaging in such sports as a source of income;
  - c. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions; or
  - d. intentional self-injury;
2. any loss that can be recovered or compensated from any other source.

#### **Section 4 – Accidental Death**

Benefits payable under Section 4 shall (1) only be operative if it is stated in the Policy Schedule; and (2) be subject to the respective Maximum Benefit Amount and sub-limits in the Policy Schedule.

##### **4.1 Optional Benefits under Section 4:**

###### **4.1.1 Accidental Death**

In the event of death of You or Your Family caused solely and directly by Accidental fire and/or Theft in Your Home, assault in street, travel as passenger of any public transport in Hong Kong or armed robbery during the Period of Insurance, the following benefits will be paid:

1. benefit will be HKD100,000 for each person, provided that the death benefit will be HKD50,000 for each person if such person is aged 18 below at the time of Bodily Injury leading to the death; and
2. payment will be made to the deceased's estate.

###### **4.1.2 Accidental Death – Pets**

In the event of death of Your Pet caused solely and directly by Accidental fire and/or Theft in the Home, assault in street, travel as passenger of any public transport in Hong Kong or armed robbery during the Period of Insurance, the following benefits will be paid:

1. benefit will be HKD5,000 for each Pet.

##### **Special Conditions to Section 4:**

We are entitled to request a post-mortem examination.

##### **Exclusions applicable to Section 4:**

We will not pay any claim for:

1. death, charges, cost, or expense caused:
  - a. by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or any unlawful act;
  - b. by pre-existing physical or mental defect, illness, or infirmity;
  - c. by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription;
  - d. directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused; or
  - e. by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them;
2. disappearance of You, Your Family, or Your Pet.

#### **Section 5 – School Closure Allowance & Hospital Cash due to Accident at School**

Benefits payable under Section 5 shall (1) only be operative if it is stated in the Policy Schedule; and (2) be subject to the respective Maximum Benefit Amount and sub-limits in the Policy Schedule.

##### **5.1 Optional Benefits under Section 5:**

###### **5.1.1 School Closure Allowance**

In the event of the school is closed and not able to provide any service for seven (7) or more consecutive school days as a result of the outbreak of infectious disease in which Your Family aged below twelve (12) is studying, We will indemnify the forfeited and non-refundable cost incurred for any unused services including school buses, meal, and extra-curricular activities organized by and held at the school that could not be recovered elsewhere up to the Maximum Benefit Amount stated in the Policy Schedule.

###### **5.1.2 Hospital Cash due to Accident at School**

In the event of Your Family aged below twelve (12) is hospitalized for more than twenty-four (24) hours as a result of an accident that occurs inside the school's premises, We will indemnify You a daily hospital cash allowance of the Maximum Benefit Amount stated in the Policy Schedule.

#### **Section 6 – Building**

Benefits payable under Section 6 shall only be operative if it is stated in the Policy Schedule. The maximum amount We will pay under this Section during the Period of Insurance is limited to HKD5,000,000 or the outstanding loan amount stated in the Policy Schedule, whichever is lower.

##### **6.1 Optional Benefits under Section 6:**

###### **6.1.1 Accidental Loss or Damage to the Building**

We will cover You against Accidental physical loss of or damage to Your Building unless the cause is specifically excluded.

##### **6.2 Additional Benefits under Section 6:**

###### **6.2.1 Landslip & Subsidence Extension**

This Policy is extended to cover:

loss of or damage to Your Building directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Policy Schedule but excluding:

1. loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a. coastal erosion;
  - b. heave; or
  - c. bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works;
2. loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip;
3. the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair Your Building;
4. loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials;
5. consequential loss or damage of any kind or description; or
6. excess applicable to this section as stated in Policy Schedule, as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the Period of Insurance.

##### **6.3 Other Additional Benefits under Section 6:**

This benefit is only applicable if You are named as Landlord as specified in Tenancy Agreement who leases Your Home to Tenant.

###### **6.3.1 Loss of Rent**

We will indemnify You as Landlord of Your Home in respect of loss of Rent if:

1. Your Home is rendered uninhabitable due to Accidental loss of or damage to the Home Contents as insured by Section 1.1 of this Policy;
2. access to Your Home is prevented in consequence of damage to the properties in the vicinity of Your Home, whether Your Home shall be damaged or not;
3. Tenant dies due to murder or suicide as confirmed by the police; or

4. Tenant fails to pay the Rent in accordance with the terms and conditions of Tenancy Agreement against which You have
  - a. taken legal action;
  - b. obtained court judgement against Tenant in respect of the outstanding Rent; and
  - c. failed to receive the outstanding Rent within one (1) month after the court judgment is handed down.

**Exclusions applicable to Section 6.3:**

We will not pay any claim for:

1. any loss caused by or arising from any reckless, willful, malicious, criminal or unlawful act of You, Your Family or Tenant whether in connection with the execution of the obligations of Tenancy Agreement or otherwise;
2. any loss in connection with any interest payable by Tenant as a result of later payment of Rent;
3. any loss if Tenancy Agreement has been cancelled or terminated either by You or Tenant;
4. any loss arising directly or indirectly from the other of any government or authority in Hong Kong;
5. any loss in respect of this benefit, if Tenant dies due to murder or suicide whilst engaging in the service or duty with the police or any armed force or the like;
6. any loss in respect of this benefit, if there are more than one named Tenants as stated in the Tenancy Agreement unless all Tenants die due to murder or suicide as confirmed by the police; or
7. any loss if the loss of Rent represents an amount less than one (1) month's Rent.

**Special Conditions to Section 6.3:**

1. We will pay the actual loss of Rent incurred by You after deducting the security deposit paid to You as stated in Tenancy agreement.
2. it is a condition precedent to Our liability that You shall:
  - a. observe and comply with all terms and conditions as stated in the Tenancy Agreement;
  - b. maintain a full rental record including copies of rental receipts issued to Tenant; and
  - c. pursue recovery of Rent in arrears by serving notices and taking all actions as necessary to demand payment from Tenant in a timely manner.

**Exclusions applicable to Section 6:**

We will not pay any claim for:

1. loss of or damage to Your Building caused by, arising from, or in connection with:
  - a. wear and tear;
  - b. mildew, rot, corrosion, rust, gradual deterioration;
  - c. insects, vermin;
  - d. domestic animals which You, Your Family or Tenant owns or are in his care, custody, or control;
  - e. inherent fault or defective workmanship, defective material or design;
  - f. loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - g. mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
  - h. alterations or repairs involving the removal of structural support;
  - i. mysterious disappearance or unexplained loss;
  - j. deliberate, malicious or wilful acts committed by You, Your Family or Tenant whether in connection with the execution of the obligations of Tenancy Agreement or otherwise;
  - k. erosion;
  - l. settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation; or
  - m. pressure waves caused by aircraft or other aerial devices; or
2. costs and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to Your Building caused by pollution or contamination resulting from a peril hereby insured against.

**Special Conditions to Section 6:**

**1. Average Clause**

In the event of under-insurance where the sum insured is less than eighty percent (80%) of the full rebuilding costs at the time of loss or damage, the amount payable by Us is the proportion which the sum insured bears to the total current rebuilding costs of Your Building so insured as at the time of the loss. You are considered as being Your own insurer for such under-insurance and bear a rateable proportion of the loss.

**2. Basis of Settlement of Claims**

We will pay the costs actually incurred to rebuild or repair Your Building to the same condition and extent it was when new. We will use building materials and construction methods which are commonly used at the time.

We will also pay:

- a. any additional amount of costs for making the changes to comply with the government or local by-laws requirements;
- b. architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorized by Us;
- c. the costs to demolish and remove the debris.

However, we will not pay for:

- a. fees exceeding those authorized under the scale of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage;
- b. costs incurred in complying with regulations under which notice has been served upon You prior to the loss or damage, or in respect of undamaged portions of Your Building.

You must ensure that any repairs or works which We have approved are carried out promptly.

If You do not rebuild or repair Your Building, We will only pay You the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris.

If the Building is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge Us completely.

We have the option of making a cash payment to You or paying the cost of the actual repairs or rebuilding.

**Warranty under Section 6:**

1. You shall maintain Your Building in sound repair and shall take all responsible steps to prevent damage.  
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 Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 - GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering and Development Department, Hong Kong.
2. You shall notify Us immediately if any excavations are commenced beneath, around or in the vicinity of Your Building. In such event We shall have the right to vary or cancel the cover provided under this Policy.

### **PART 3 – GENERAL EXCLUSIONS**

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. any event occurred outside Hong Kong (not applicable to 1.3.10 Worldwide Personal Belongings, 2.2.1 Worldwide Personal Legal Liability, and 2.2.2 Worldwide Personal Legal Liability – Domestic Helper under Part 2 – Benefits of this policy);
2. the use or misuse of the internet or similar facility;
3. any electronic transmission of data or other information;
4. any computer virus or similar problem;
5. Theft, Burglary, robbery, or escape of water from any domestic appliance or water supply or drainage installation occurring whilst Your Home remains Unoccupied for more than thirty (30) consecutive days;
6. any data or other information posted on a web site or similar facility;
7. any loss of data or damage to any computer system, including but not limited to hardware or software;
8. the functioning or malfunctioning of the internet or similar facility, or any of internet address, web site or similar facility;
9. any infringement, whether intentional or unintentional, of intellectual property rights (including but not limited to trademark, copyright or patent);
10. any illegal or unlawful acts;
11. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
12. Pre-existing Medical Condition(s) (including but not limited to psychological, venereal disease, congenital anomalies and deformities, infertility and sterilisation);
13. the influence of alcohol or drugs;
14. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), 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;
15. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
16. HIV, AIDS and/or any sexually transmitted disease;
17. any acts of Terrorism;
18. any nuclear reaction or contamination, ionising rays or radioactivity; or
19. consequential loss or damage of any kind.

## **PART 4 - GENERAL CONDITIONS**

### **1. POLICY CONTRACT**

This Policy is a contract between You and Us and contains this Policy Wording, the Policy Schedule and any Endorsement(s). Any changes to the terms and conditions of this Policy are only valid if We have given Our approval in writing, and issue You Our official Endorsement(s).

### **2. AGE LIMIT AND ELIGIBILITY**

Any person who is a landlord occupier, Tenant, or Landlord (for leasing) of the Risk of Location and aged eighteen (18) or above is eligible to enroll as Policy Holder under this Policy.

Private dwelling:

- (a) with saleable area of 1,200 square feet or below;
- (b) located in a building aged 55 or below; and
- (c) located in a non low-rise building (more than 5 storages);

at the time of enrolment is eligible to be named as the Risk of Location under this Policy.

### **3. REASONABLE CARE**

You, Your Family and Your Domestic Helper shall act in a prudent manner and exercise reasonable care and prevent Accidents, Bodily Injury, sickness, loss or damage.

### **4. CHANGE IN INFORMATION**

If at any point in time, You become aware that any information declared to Us is incorrect or needs update, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement(s); cancel the Policy or decline the renewal or offer to renew the Policy on different terms.

### **5. MISREPRESENTATION**

This Policy is a contract of utmost good faith. The Policy Holder and the Insured Person must disclose all material facts truthfully and completely at the time of application and throughout the policy term. Material facts include but are not limited to health-related or non-health related information.

Any misrepresentation, whether innocent, negligent, or fraudulent, may entitle Us to take action in accordance with the Misrepresentation Ordinance (Cap. 284) and the Insurance Ordinance (Cap. 41). We may rescind the Policy, deny claims, or adjust the terms of coverage based on the nature and materiality of the misrepresentation.

If any information provided in the Application or in any subsequent document submitted to Us is found to be false, inaccurate, misleading, or incomplete – whether relating to health (medical history, diagnoses, treatments) or non-health related personal information (e.g., age, sex, or smoking habit) – We may take the following actions:

- Adjust the premium for the past, current, or future Policy Years based on the correct information;
- Require payment of any additional premium before any benefit becomes payable;
- Terminate the Policy if the additional premium is not paid within 30 days of the due date;
- Refund any overpaid premium to the Policy Holder.

Based on the correct information and Our underwriting guidelines, the Application should have been rejected, We reserve the right to declare the Policy void from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such cases:

- We may demand a refund of any benefits previously paid; and
- We shall refund the premium received for the current Policy Year only, subject to a reasonable administration charge.

### **6. CHANGE OF PLAN OR BENEFIT**

Change of plan or benefit is not allowed for this Policy during the interim Period of Insurance. Subject to Our approval, You may request for change of plan or benefit only at the time of the renewal of this Policy.

### **7. CLERICAL ERROR**

Clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

### **8. DUPLICATE INSURANCE**

If You are covered under more than one (1) policies of the same kind which are underwritten by Us for the same Risk of Location and Period of Insurance, We shall only be liable for the Policy with the maximum benefit amount. Where the benefit amount under any additional Policy is identical, We shall only be liable for the Policy first issued. Any additional policies will be deemed void.

### **9. OTHER INSURANCE**

Except for Section 4 – Accidental Death of this Policy, if there is any other Policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

### **10. MAXIMUM LIABILITY ON PERSONAL ACCIDENT**

Where any person is insured under multiple policies which contain personal accident covers and are issued by Us, the maximum liability in respect of such person under all personal accident covers shall not exceed HKD5,000,000 in aggregate and each Policy shall bear a proportionate share of the total loss.

### **11. MEDICAL EXAMINATION**

We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.

### **12. FRAUD**

If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this Policy shall cease immediately. We will not be liable to refund any premium paid.

### **13. NOTICE OF CLAIM**

You must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. In the event of death, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

### **14. CLAIMS SETTLEMENT**

Upon occurrence of any event likely to give rise to a claim under this Policy,

- (a) You must within thirty (30) days provide Us with a detailed statement describing the event;

- (b) You shall at Your own expenses furnish Us the requested document(s) and/or the original document(s) upon requested;
- (c) all expenses to be indemnified under this Policy shall in the first instance, be paid by You and the invoices and receipts are to be submitted with the claim form to Us for reimbursement;
- (d) We shall be entitled to undertake in the name and on behalf of You, Your Family or Your Domestic Helper the absolute conduct, control and settlement of any proceedings instituted against You, Your Family, or Your Domestic Helper and You, Your Family, or Your Domestic Helper shall give all necessary information and assistance to enable Us to settle or resist any such claim or proceedings; and
- (e) You, Your Family or Your Domestic Helper shall not make any admission of liability offer promise payment or indemnity without the written consent by Us.

Any writ summons or other legal proceedings issued or commenced against You, Your Family, or Your Domestic Helper in relation to any event which may give rise to a claim under this Policy shall be notified to Us in writing and forwarded to Us immediately on receipt;

In assessing the claim payable, We will decide whether to replace, repair or pay a cash equivalent for the lost, stolen or damaged items that are owned by You, Your Family, or Your Domestic Helper, We will also take into consideration of wear, tear and depreciation factors. In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the ratable proportion of the total value of the set at the sub-limit applicable to each item or set or pair, and in no event such loss or damage be construed to mean total loss of the set.

#### 15. TO WHOM INDEMNITIES PAYABLE

Any indemnity related to Section 4 Accidental Death under Part 2 - Benefits of this policy shall be payable to You or Your Family's legal estate. If Your Building is mortgaged, payment in respect of any loss in relation to Section 6 - Building Under Part 2 – Benefits of this policy will be made to the mortgagee. All other indemnities shall be payable to You.

#### 16. SUBROGATION

We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.

#### 17. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

#### 18. LANGUAGE

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

#### 19. GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If any dispute or difference of any kind whatsoever ("Dispute") shall arise between Avo and the Insured Person in connection with this Policy, both parties shall attempt, for a period of thirty (30) calendar days after the receipt of written notice from either party of the existence of the Dispute by the other party, to settle such Dispute in the first instance by mutual discussions between both parties.

Any Dispute, controversy, difference or claim arising out of or relating to this policy contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it cannot be resolved by mutual agreement as described above within thirty (30) calendar days, shall be referred to and finally resolved 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 seat of arbitration shall be Hong Kong Special Administrative Region. The number of arbitrators shall be one. If the parties are unable to agree on the choice of a sole arbitrator, the choice of arbitrator shall be submitted to the then Chairman of the HKIAC for decision.

#### 20. RIGHTS OF THIRD PARTIES

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 Special Administrative Region) to enforce any terms of this Policy.

#### 21. SANCTION CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us 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 and United States of America or any jurisdiction applicable to Us.

#### 22. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

#### 23. POLICY LIMIT

The maximum amount of compensation received from Us shall not be more than the sub-limit of each benefit and the Maximum Benefit Amount of each section as stated in the Policy Schedule. In no event shall the total benefit amount payable exceed 100% of the Maximum Benefit Amount and any applicable sub-limits as stated under each section in the Policy Schedule.

#### 24. COLLECTION OF PERSONAL DATA

You, Your Family and Your Domestic Helper agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

#### 25. RENEWAL

We reserve the right to amend the premiums or other terms and conditions at Our absolute discretion if We renew the Policy, and We will give a thirty (30) days' written notice of such amendment to the Policy Holder by email, and the change will be effective from the next renewal date of the Policy. We will not be obligated to reveal Our reasons for such amendments.

If, instead of accepting the renewal invitation, You take out a new policy of the same kind with Us for the same Insured Person, and the policy period of the new policy either overlaps, commences immediately, or commences within thirty (30) days after this Policy, We reserve the right to deem the new policy void at Our absolute discretion.

This Policy will be renewed automatically upon successful payment of the renewal premium. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy by written notification.

#### 26. CANCELLATION

We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium to You for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:

- i) If sent by post, two (2) working days after posting; or
- ii) If sent by email, on the date and time transmitted.

You may cancel this Policy by giving Us thirty (30) days prior written notice, provided that no claim has been made under this Policy during the Period of Insurance.

We shall retain the customary short-term premium in accordance with the following table and the balance will be refunded to You.

**SHORT PERIOD RATE TABLE**

Policy period		Premium to be charged*
Not exceeding	1 month	10%
	2 months	20%
	3 months	30%
	4 months	40%
	5 months	50%
	6 months	60%
	7 months	70%
	8 months	80%
	9 months	90%
Over 9 months		Full annual premium

\*Subject to a minimum premium per Policy HKD500.

**27. TERMINATION OF POLICY**

- a) This Policy shall automatically terminate on the earliest of the following dates:
- i) this Policy ceases pursuant to the 5. MISREPRESENTATION or 12. FRAUD under Part 4 – GENERAL CONDITIONS;
  - ii) when We or You cancel this Policy according to 26. CANCELLATION under Part 4 – GENERAL CONDITIONS;
  - iii) upon payment of 100% of the Maximum Benefit Amount under Section 4 – Accidental Death under Part 2 – BENEFITS of this Policy;
  - iv) the date of death of You; or
  - v) upon expiry of the Period of Insurance.
- b) Immediately following termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the 26. CANCELLATION under Part 4 – GENERAL CONDITIONS.

**28. PROOF OF LOSS**

Written proof of loss must be furnished to Us within thirty (30) days from the date of issuance of Our receipt of the claim form provided to Us. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as We may reasonably require shall be furnished at the expense of the claimant without any expense to Us.

**29. LEGAL ACTION**

No legal action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of loss is required.

**30. LIABILITY CLAIM**

You must not admit, deny, or settle a claim without Our prior written consent.

**31. CLAIMS ADMITTANCE**

In no case shall We be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under the Policy unless the claim is the subject of a pending legal action or arbitration.

**32. SALVAGE AND RECOVERIES**

We shall retain full rights and control of the damaged property but undertake to maximize the salvage value by mutual agreement with appointed adjusters and/or Avo which amounts shall be applied against the amount of the total loss prior to application of excess.

**33. CONTROL OF CLAIMS**

We shall be entitled:

- a) on the happening of any loss or damage for which indemnity is provided under Sections 1 and/or 6 to enter any building where the loss or damage has happened and to take and keep possession of the insured property and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by Us, shall be proof of leave and license for such purpose but no property may be abandoned to Us;
- b) to undertake in the name and on behalf of You the absolute conduct, control and settlement of any proceedings instituted by a third party against You or Your legal personal representative in respect of any liability covered by this Policy; and
- c) to take proceedings at its own expense and for its own benefit, but in the name of You, to recover compensation or secure indemnity from any third party in respect of any indemnity provided by this Policy.

**34. NON-TRANSFER OF YOUR RIGHTS**

Unless otherwise expressly stated, nothing contained herein will give any rights against Us to any person other than You. Further, We shall not be bound by any passing of the interest of You otherwise than by death or operation of law unless and until We shall by Endorsement(s) declare the insurance to be continued. The extension of Our liability in respect of the property of any person other than You will give no right of claim hereunder to such person, the intention being that You will in all cases claim for and on behalf of such person and the receipt of You will in any case absolutely discharge Our liability hereunder in respect of such loss.

**35. EXCESS**

You must pay or contribute the amount of any Excess stated in the Policy Schedule. Payment of the Excess may be requested when the claim is lodged, or may be deducted from Our payment. Any Excess applying to loss or damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy-two (72) consecutive hours will be considered as one event and not within the period of any previous event. Should more than one Excess be payable for any claim under the Policy arising from the one event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

**36. PREMIUM PAYMENT AND UNPAID PREMIUM**

Premium and the manner of payment including whether premium shall be payable on a monthly, yearly basis or otherwise shall be stated in the Policy Schedule. Premium shall be payable on each premium due date by charging Your nominated credit card. Your annual premium will be due on the next renewal date.

Any unpaid premium, including the outstanding and/or uncharged premium payments in the same policy year, may be deducted by Us from any claim payment, at Our absolute discretion.

37. GRACE PERIOD

We will allow the Policy Holder ten (10) days grace period for the payment of each premium. During grace period We will keep this Policy in force. If after that time the premium remains unpaid, this Policy will be deemed to have lapsed from the date when the unpaid premium was due.