

HomeSurance

The Policy

Please read this policy carefully



You and your family are advised to keep this card for emergency needs.
請您和您的家人保存此卡，以便緊急時致電求助。



Emergency Assistance Hotline
緊急支援熱線 (852) 2528 9333

Home assistance services 家居支援服務：
• General claims information 一般索償資料
• Referral services 轉介服務：
• 24-hour locksmith 24小時開鎖
• Air-conditioner engineer 冷氣機工程
• Emergency plumber 緊急水管維修
• General repairs handyman 一般維修
• Emergency electrician 緊急電器技工
• Home nursing 家庭看護
Services are only available in Hong Kong SAR 所有服務只適用於香港特別行政區

Please mark your policy no. for reference:
請將保單號碼註明作參考：
Issued by AXA General Insurance Hong Kong Limited 由安盛保險有限公司刊發

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Your right to change your mind

If you are not completely satisfied, or our plan's coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of your policy.
- No refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to us.

AXA General Insurance Hong Kong Limited

P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong
23/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong
Insurance Service Hotline: (852) 2867 8678



Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. evaluating your financial needs;
6. designing products/services for customers;
7. conducting market research for statistical or other purposes;
8. matching any data held which relates to you from time to time for any of the purposes listed herein;
9. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
10. conducting identity and/or credit checks and/or debt collection;
11. complying with the laws of any applicable jurisdiction;
12. carrying out other services in connection with the operation of the Company’s business; and
13. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. *The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”) for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers’ obligations;
3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
5. credit reference agencies or, in the event of default, debt collection agencies;
6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and
7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;

3. the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
23/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company’s distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company’s distribution agent.

Attach Policy Schedule

HomeSurance

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This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

This Policy is a contract between AXA General Insurance Hong Kong Limited (hereinafter referred to as 'the Company') and you our Policyholder.

We will provide insurance in accordance with the terms and conditions set out in this Policy, together with the application form and declaration which you signed.

The definitions used in this Policy are set out in Section 10, titled 'Definitions'.

Section 1 – Household Contents

Please refer to the Sum Insured Table found at the back of this Policy, for the maximum claim amounts for Plans A, B and C. Limits apply per item and per claim.

Loss or Damage

We will insure you and your Family Members against Accidental Loss of and Damage to the Household Contents and Valuables in your Home up to the maximum Sum Insured for any one claim.

Basis of Cover

This cover is based on a 'New For Old' basis (ie. replacement by an item of the same kind with no deduction for wear and tear), and, at our choice, either a replacement item will be provided, or a Reinstatement Settlement will be paid.

The following extra benefit for 'New For Old' replacement into energy saving appliances will be provided by us: If the claim relates to replacement of a lost or damaged refrigerator, room cooler, washing machine, electric clothes dryer or electric storage water heater, we will replace the item with an item that bears a "Recognition Type" energy label or an upgraded "Grading Type" energy label of minimum Grade 2 recognized by the Electrical and Mechanical Services Department of the Government of the Hong Kong SAR, provided the additional cost of such replacement does not exceed HK\$5,000 per item.

Loss of or damage to selected household appliance	"New for Old" replacement into energy saving household appliance
Energy Grading Saving Level Grade 1	Energy Grading Saving Level Grade 1
Energy Grading Saving Level Grade 2	Energy Grading Saving Level Grade 1
Energy Grading Saving Level Grade 3, 4, 5	Energy Grading Saving Level Grade 2 or 1 if Grade 2 is not available in the Hong Kong market
With "Recognition Type" Energy Saving Label	Similar model bearing a "Recognition Type" energy saving label OR similar specification with a minimum of Grade 2 energy saving label available in the market
Without any energy saving label	Similar specification with a "Recognition Type" energy saving label OR equivalent with a minimum of Grade 2 energy saving label, whichever is available in the Hong Kong market.

Additional Cover

1. Contents Away From the Home

We will pay up to the maximum Sum Insured for Accidental Loss of and Damage to the Household Contents temporarily away from the Home (provided the Household Contents are at that time situated within the Hong Kong Special Administrative Region (SAR)) which are lost or damaged as a result of the following causes:–

- (a) fire, lightning, explosion, earthquake, riot and civil commotion;
- (b) where the Household Contents are situated at the time in a building: storm, flood, malicious acts or vandalism, escape of water or oil or collision;
- (c) theft/burglary:
 - (i) from a building where you or any Family Member temporarily reside or work; or
 - (ii) from any building, provided that force is used to enter the building;
- (d) robbery or theft whilst the Household Contents are being carried or worn.

2. Alternative Accommodation

We will pay the actual cost up to the maximum Sum Insured of reasonable temporary accommodation whilst the Home is uninhabitable due to Accidental Loss of and Damage to the Household Contents. The Company's liability under this Additional Cover shall not exceed the maximum Sum Insured specified in the Sum Insured Table in respect of any single loss occurrence.

No Excess shall apply to this Additional Cover.

3. Frozen Foods

We will pay the cost of replacing food up to the maximum Sum Insured which is spoiled due to the failure of the refrigerator or the deep freeze unit in the Home, provided the failure was not caused by a deliberate act.

4. Household Removal

We will pay up to the maximum Sum Insured for Accidental Loss of and Damage to the Household Contents and Valuables occurring in the course of removal by professional removers between the Home and any new permanent residence within the Hong Kong SAR but we do not cover

- (a) goods of a perishable nature;
- (b) goods where the removal period was longer than 7 days;
- (c) Money and/or credit cards;
- (d) china, glass, earthenware and other items of a fragile nature unless they have been packed for removal by professional packers/removers.

5. Locks and Keys

We will pay up to the maximum Sum Insured for the replacement of locks and keys securing the Home if they are Accidentally Lost or Damaged. We will pay for the replacement of windows securing the Home which are broken as a result of theft, burglary or robbery.

We will not pay for damage to locks, keys or windows as a result of misuse by you, any Family Member or domestic helper in your employ.

6. Storage of Furniture

We will pay up to the maximum Sum Insured for

- (a) Accidental Loss of and Damage to or theft of Household Contents which are temporarily stored (for up to 30 days) in premises arranged by professional removers in

conjunction with a household removals.

- (b) the actual cost of temporary storage up to a maximum of 30 days of Household Contents if the Home is uninhabitable due to Accidental Loss of and Damage to the Home or its Household Contents.

No Excess will apply to this Additional Cover.

7. Interior Decoration/Refurbishment Work

We will pay up to the maximum Sum Insured for the Accidental Loss of and Damage to the Home during a period of decoration or refurbishment by contractors, provided that the period of decoration or refurbishment is no longer than two months.

8. Moving Home

In the event of all Family Members moving Home, we will insure you and your Family Members against Accidental Loss of and Damage to Household Contents and Valuables at the new Home for a period of 2 months from the beginning of the lease (where you lease the property) or from the first time of occupation of the Home (where you own the property) for up to the maximum Sum Insured.

Section 1.7 'Interior Decoration/Refurbishment Work' will also apply to the new Home for a period of two months from the beginning of the lease or from the first time of occupation of the Home.

Insurance at your original Home address will continue until you have advised us of the new Home address, at which point coverage will apply to that address.

9. Removal of Debris

We will pay up to the maximum Sum Insured the reasonable costs incurred in the removal of debris of the portion or portions of the Household Contents which have been accidentally damaged or destroyed.

No Excess will apply to this Additional Cover.

10. Christmas and Chinese New Year Increment

We will pay up to 150% of the maximum Sum Insured for Accidental Loss of and Damage to the Household Contents and Valuables during the Christmas and Chinese New Year Period.

For the purpose of this clause, 'Christmas and Chinese New Year Period' means the period between 15th December of each year and 25th February of the following year.

Exclusions under Section 1

This Section does not cover:

1. Theft/Burglary
 - (a) if the Home is unoccupied for more than 30 consecutive days; or
 - (b) if the Home or any part of the Home is lent or let;
 - (c) by deception unless deception is used to enter the Home.
2. Malicious damage or vandalism
 - (a) if the Home is unoccupied for more than 30 consecutive days; or
 - (b) by a person lawfully in the Home.
3. Loss of Money (except as under Section 2.1) or credit cards.
4. (a) Where paragraph (c) does not apply, an Excess of the first HK\$300 of each claim under Plan A (apart from Section 1 Additional Cover 2, 6 and 9). The Excess will not contribute towards the claim limits.
(b) Where paragraph (c) does not apply, an Excess of the

first HK\$500 of each claim under Plans B and C (apart from Section 1 Additional Cover 2, 6 and 9). The Excess will not contribute towards the claim limits.

- (c) An Excess of the first HK\$1,000 of each claim resulting from water damage resulting from any cause other than fire, lightning and explosion under Plans A, B and C (apart from Section 1 Additional Cover 2, 6 and 9). The Excess will not contribute towards the claim limits.

Section 2 – Worldwide 'All Risks'

Loss or Damage

We will insure up to the maximum Sum Insured, against Accidental Loss of and Damage to Personal Effects and Valuables of you and your Family Members occurring anywhere in the world.

Basis of Cover

This insurance cover is based on a 'New For Old' basis (ie. replacement by an item of the same kind with no deduction for wear and tear), and, at our choice, either a replacement item will be provided, or a Reinstatement Settlement will be paid.

Additional Cover

1. Money

We will pay up to the maximum Sum Insured for the theft or robbery of Money occurring anywhere in the world. We do not cover loss of Money caused by shortages due to error or omission or depreciation in value or the use of counterfeit money.

Theft or robbery must be reported to police within 24 hours of discovery and a police report must be provided to us.
2. Goods in Transit

We will pay up to the maximum Sum Insured for Accidental Loss of and Damage to Personal Effects newly purchased in the Hong Kong SAR or anywhere in the world being in transit to the Home. However we do not cover

 - (a) goods of a perishable nature;
 - (b) china, glass, earthenware and other items of fragile nature;
 - (c) goods which are in transit other than under Waybill or Bill of Lading, parcel, post receipt courier or other evidence of sending;
 - (d) Valuables.
3. Personal Documents

We will pay up to the maximum Sum Insured for the replacement fees or costs of Personal Documents Accidentally Lost or Damaged in the Hong Kong SAR or anywhere in the world.

No Excess will apply to this Additional Cover.

Exclusions under Section 2

This Section does not cover:

1. Theft/Burglary
 - (a) from any unattended private motor vehicle unless all windows were securely closed and all doors and the boot were locked; or
 - (b) from any open or convertible car or a car with the sun roof opened unless the items were kept in a locked boot; or
 - (c) of any pedal cycle whilst situated away from the Home and not securely locked at the time of loss.
2. Detention, seizure or confiscation by customs or other officials.

3. (a) An Excess of the first HK\$300 of each claim under Plan A (apart from Additional Cover 3). The Excess will not contribute towards the claim limits;
- (b) An Excess of the first HK\$500 of each claim under Plans B and C (apart from Additional Cover 3). The Excess will not contribute towards the claim limits.

Exclusions which apply to both Sections 1 and 2

1. Sections 1 and 2 do not cover loss or damage caused by or contributed to by:
 - (a) wear, tear, chipping, scratching or depreciation;
 - (b) moths, woodworm, beetle or other insects and vermin;
 - (c) fungus, rot, damp, rust, corrosion or any other atmospheric or climatic condition;
 - (d) any other gradually operating cause;
 - (e) electrical or mechanical breakdown, failure or derangement;
 - (f) misuse or use contrary to manufacturers instructions, inherent defect or faulty design in materials, plan or specifications;
 - (g) scratching of glass faces on watches or clocks;
 - (h) overwinding of watches or clocks;
 - (i) any process of cleaning, dyeing, alteration, repairing, maintaining, renovation or restoring;
 - (j) domestic animals;
 - (k) defective workmanship;
 - (l) any deliberate act or wilful neglect of you or any Family Member.
2. Sections 1 and 2 do not cover loss or damage to:
 - (a) motor vehicles, watercraft trailers and their accessories;
 - (b) plants, landscaping, living creatures and the like;
 - (c) fixtures and fittings except tenants/leasehold/landlord improvement;
 - (d) landlords fixtures and fittings unless you or your Family Members are responsible under the tenancy agreement;
 - (e) external television and radio antennae, aerials, aerial fittings and the like;
 - (f) portable/mobile telephones, pagers and the like;
 - (g) sports equipment while in use;
 - (h) credit cards, securities, deeds, certificates and documents of any kind unless otherwise specifically insured under this Policy;
 - (i) spectacles, contact or corneal lenses;
 - (j) records, compact discs, video digital discs, recording tapes, computer records, personal digital assistant records and the like;
 - (k) Business Equipment and properties more specifically insured under another policy;
 - (l) properties contained in or on verandas, balconies, patios, terraces, forecourts and in the open generally.

Section 3 – Personal Liability

We will indemnify you and any Family Members and your domestic helpers up to the maximum Sum Insured against legal liability for:

- (a) accidental injury to any person other than a Family Member or domestic helper. Injury shall mean bodily injury and shall include death, disease or illness;

- (b) accidental damage or loss of property but we do not cover property belonging to or under the custody or control of you or any Family Member or domestic helper. Property shall mean material property;
- (c) costs and expenses incurred with our written consent in litigation relating to (a) or (b). These costs and expenses are payable in addition the maximum claim limit.

In the event that you and/or any Family Member and/or your domestic helper are covered by more than one HomeSurance policy issued by us, the maximum limit for any one claim during the period of insurance under this Section will be based on the policy which provides the greatest amount of benefit.

Exclusions under Section 3

Claims arising from the following are not covered:

- (a) ownership or occupation as a tenant of any other building, premises or land not being the Home;
- (b) the ownership or use of livestock other than domestic animals;
- (c) the ownership, possession, driving or use (other than use as a passenger having no right of control) of mechanically propelled vehicles, or aircraft or watercraft;
- (d) advice, design, specification given or provided by you in a Professional Capacity or any breach of duty owed by you in a Professional Capacity;
- (e) any fines or penalties;
- (f) injury or death of you or any Family Member or your domestic helper;
- (g) any agreement unless liability would have existed in the absence of such agreement.
- (h) asbestos, or 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.

Section 4 – Supplementary Worldwide ‘All Risks’ (Optional)

(This section is operative only if so stated in the Policy Schedule)

Please refer to the Sum Insured Table for the maximum Sum Insured. Limits apply per item and per claim.

Loss or Damage

Subject to the terms and conditions under Section 2 – Worldwide ‘All Risks’ – remaining unchanged, we will pay you and your Family Members up to the additional maximum Sum Insured against Accidental Loss of and Damage to Personal Effects and Valuables anywhere in the world.

Section 5 – Loss of rent (Optional)

(This section is operative only if so stated in the Policy Schedule)

Please refer to the Sum Insured Table for the maximum Sum Insured. Limits apply per item and per claim.

Loss or Damage

We will pay you the actual loss of rent resulting from Accidental Loss of and Damage to the Household Contents at your Home up to the maximum Sum Insured for any one claim. Provided that:

- (a) the Household Contents section is in force at the time of loss;
- (b) you are the landlord of the Home which is occupied by a rent paying tenant or you occupy the Home as a rent paying tenant at the time of Accidental Loss of and Damage to the Household Contents while these are covered by this Policy;
- (c) the Home is uninhabitable as a result of Accidental Loss of and Damage to the Household Contents, and
- (d) the loss to the Household Contents other than Valuables damaged by the insured perils under Section 1 exceeds the following respectively:
 Plan A: HK\$140,000;
 Plan B: HK\$250,000; or
 Plan C: HK\$300,000.

Basic Cover

This cover is based on the average rent received by you as the landlord from your tenant under the tenancy agreement or paid by you as the tenant over the 3 months immediately preceding to the Accidental Loss of and Damage to the Household Contents at the Home. We will pay up to the maximum Sum Insured the amount of rent on a monthly basis for the period from the time the Home is uninhabitable as a result of Accidental Loss of and Damage to the Household Contents and while it is being replaced, rebuilt or repaired, up to a maximum period of 3 months.

Exclusions under Section 5

You are not covered:

1. if the Home has been untenanted for more than 30 consecutive days before the time of destruction or damage; or
2. if the Home or any part of the Home is sub-let;
3. if your legal interest in the Home or Household Contents ceases at the time of the loss, destruction or damage;
4. where you are the landlord of the Home, the tenant continues to pay you the rent despite the destruction or damage; or, where you are the tenant of the Home, the landlord waives your obligation to pay rent as a result of the destruction or damage;
5. a signed tenancy agreement is not in force at the time of destruction or damage;
6. the loss of rent period is less than one whole month;
7. an Excess of the first two weeks' rent of each claim;
8. you decide to discontinue letting or renting the Home;
9. the repair or rebuilding has been delayed by you, or anyone acting with your consent or on your behalf.

Section 6 – Golfer (Optional)

(This section is operative only if so stated in the Policy Schedule)

Please refer to the Sum Insured Table for the maximum Sum Insured. Limits apply per item and per claim.

Loss or Damage

We will cover you and your spouse, either being an individual amateur golfer, against Accidental Loss of and Damage to the golf equipment and Personal Effects up to the maximum Sum Insured for any one claim.

Basis of Cover

- (a) Golf Equipment and Personal Effects

This insurance covers the Accidental Loss of and Damage to:

- (i) golf clubs, golf bags, non-motorised trolleys and other golf equipment (excluding golf balls unless lost with the clubs or bag) belonging to you or your spouse whilst practicing or playing golf at any recognised golf club, course or driving range, or whilst in the course of a direct journey to or from such club, course or range for the purpose of playing or practising golf, up to the Sum Insured as stated in the Sum Insured Table.
- (ii) Personal Effects belonging to you or your spouse whilst such effects are contained within any recognised golf club, course or driving range, up to the Sum Insured as stated in the Sum Insured Table.

- (b) Hole-in-one expenses

We will reimburse you or your spouse out of pocket food and drink expenses from the day up to one week of the event as a result of holing out in one shot whilst playing in a competition or friendly game at any recognised golf club, up to the Sum Insured as stated in the Sum Insured Table. Receipts will be required for proof of expenses.

Exclusions under Section 6

This section does not cover the first HK\$500 of each and every claim in respect of the golf equipment and Personal Effects.

Section 7 – Domestic Helpers (Optional)

(This section is operative if so stated in the Policy Schedule)

Please refer to the Sum Insured Table for the maximum Sum Insured. Limits apply per item and per claim.

Employees' Compensation

If any domestic helper in your employ sustains bodily injury or death by accident occurring or disease contracted during the period of insurance and arising out of and in the course of his or her employment by you, we will indemnify you against liability under the Legislation or at common law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all your legal costs and expenses incurred with our written consent.

In the event of your death, we will indemnify your legal personal representatives in respect of your liability to pay the compensation described above provided that such personal representatives shall as though they were the Policyholder observe fulfil and be subject to the Terms of this Policy.

If there is any change in the Legislation affecting your liability, the Policy shall remain in force but our liability shall be limited to such sums as we would have been liable to pay if your liability had remained unaltered.

We shall not be liable for:

1. Any liability arising from an agreement, unless liability would not have existed in the absence of such agreement.
2. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party.
3. Any injury by accident or disease sustained outside the Hong Kong SAR, unless covered by Legislation.
4. Any person who is not an "employee" within the meaning of the Legislation.
5. Any liability arising from Pneumoconiosis or Noise-Induced Deafness.
6. Any late payment surcharge for which you may become liable under the Legislation.

If we are obliged by the Legislation to pay any amount for which we would not otherwise be liable under Section 7 of the Policy you shall repay such amount to us.

Additional Cover

1. Medical Expenses

In the event of accident, disease or sickness sustained by any domestic helper in your employ resulting in hospitalisation of the domestic helper in the Hong Kong SAR, we will pay the costs necessarily incurred as a result of such hospitalisation in a general ward inclusive of:

1. The fees of any surgeon, radiologist or other specialist, including their consultants fees incurred prior to and after hospitalisation.
2. The cost of drugs or appliances.
3. Maintenance and attendance in hospital or nursing home.

The maximum claim for any one accident, disease or sickness resulting in hospitalisation is the Sum Insured as stated in the Sum Insured Table.

Where a claim is made in respect of any recurrence of sickness or effects of an earlier accident which has previously been the subject of a claim under this Section of the Policy, the maximum claim (including all amounts previously paid) is the Sum Insured as stated in the Sum Insured Table.

No medical expenses shall be payable after the domestic helper's 60th birthday.

We will not pay medical expenses incurred in respect of:

1. Treatment necessary as a consequence of suicide, attempted suicide, wilfully self inflicted injury, mental disease, geriatric nursing, the consumption of intoxicating liquor and/or drugs or venereal disease or Acquired Immunodeficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV).
2. Any physical defect or infirmity known to you to exist at the time of application or any operation or treatment pending at the time of application.
3. Any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilisation.
4. Cosmetic surgery and associated treatments, normal dental treatment, sight and hearing tests, provision of visual aids, deaf aids or other appliances.
5. Disease or sickness contracted within four weeks from the date this Section becomes effective.

2. Repatriation Expenses

Before expiry of the terms of the domestic helper in your employ, we will indemnify you for repatriation expenses of the domestic helper to the domestic helper's country of origin.

- (a) In the event of the domestic helper's death, we will pay up to the maximum Sum Insured for the actual cost of returning the remains.
- (b) In the event of a registered medical practitioner certifying the domestic helper to be medically unfit to complete the term of the contract of employment with you, otherwise than by reason of pregnancy or complications therefrom, we will pay up to the maximum Sum Insured for the economy class air fare from the Hong Kong SAR to the country of origin.

3. Domestic Helper's Personal Effects

Accidental Loss of and Damage to the property of domestic helpers in your employ will be covered under the terms and conditions set out under Section 1 – Household Contents.

The maximum claim is the Sum Insured as stated in the Sum Insured Table.

An Excess of the first HK\$500 of each claim shall apply. The Excess will not contribute towards the claim limit.

Condition under Section 7

Terrorism Clause

In respect of any bodily injury or death by accident or disease directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to any bodily injury or death by accident or disease ("loss due to terrorism"):

- (a) the policy limit of indemnity shall be such amount the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("The Government") pursuant to an Agreement for Provision of Facility dated 1 July, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorised to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement;
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that any bodily injury or death by accident or disease does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement;
- (d) the coverage under this Policy in respect of loss due to terrorism shall not apply to any extended benefits under this Policy above the minimum cover required under the Legislation.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that any bodily injury or death by accident or disease does not fall within the scope of this clause, the burden of proving the contrary shall be upon you.

In the event any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Section 8 – Provisions (applicable to the whole Policy)

A. General Conditions

1. Prevention of Loss

You and your Family Members must comply with all statutory obligations and take all reasonable steps to:

- (a) prevent loss, damage or injury; and
 - (b) maintain each Home in sound condition and good repair.
2. Whilst this Policy is in force you must advise us of any change in your occupation of the premises, any permanent move of the Home or circumstance which would increase the possibility of loss or damage. The Company reserves the right to adjust premiums accordingly.
 3. Consideration
This Policy is issued in consideration of the statements contained in the application form and the Policy Schedule and payment of premium when due.
 4. Terms and Conditions
Payment of any benefits under this Policy is subject to the Definitions and all other Terms and Conditions pertinent to the benefit.
 5. Entire Contract: Changes
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 the Company and evidenced by endorsement or amendment.
 6. Mis-statement or Fraud
Any false statement made by you in the application form or concerning any claim shall result in the Company's right to repudiate liability under this Policy.
 7. Payment of Benefit
Benefit payable under Sections 1, 2, 4, 5 and 6 of this Policy shall be paid to you or as otherwise 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 the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.
 8. Legal Action
No action shall be brought to recover under this Policy prior to the expiry of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the end of the period within which proof of claim is required.
 9. Arbitration
All differences arising out of this Policy, shall be referred to the decision of an arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each party, and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or right of action against the Company.
 10. Interest
No benefit payable under this Policy shall carry interest.
 11. Reinstatement
If this Policy is terminated for any reason, acceptance and approval of a subsequent application form by the Company shall reinstate this Policy. The reinstated policy shall provide benefits only for loss or damage that occurs after the date of reinstatement.
 12. Premium
The Company agrees that no adjustment in premium shall be made on this Policy alone. The Company reserves the right to amend premiums in respect of like categories of insured Homes, such as by Gross Floor Area for all HomeSurance Policies issued, or based on such other categorisation as determined by the Company.
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 direct debit from your nominated account.
 13. Unpaid Premium
Any unpaid premium may be deducted by the Company from any claim payment.
 14. Renewal Agreement
 - (a) Payment of premium when due will serve to continue coverage under this Policy which will remain in force until the next premium due date.
 - (b) This Policy will be renewed automatically upon payment of the due premium unless this Policy is terminated in accordance with Section 8C.
 15. Effective Date
Cover under this Policy shall commence on the date specified in the Policy Schedule.
 16. Law and Jurisdiction
The Laws of the Hong Kong SAR shall govern this Policy. The Courts of the Hong Kong SAR shall have sole and exclusive jurisdiction in respect of all matters, disputes or judicial proceedings arising out of this Policy.
 17. Changing Premium Payment Mode
If you give notice in writing to the Company to change the premium payment mode of this Policy, such changes shall become effective on the monthly or annual premium due date immediately following the date of the Company's receipt of the relevant notice.
 18. Changing the Plan
If you give notice in writing to the Company to change the plan type of this Policy, subject to the Company's approval, in the case of a monthly payment Policy, such change shall become effective on the monthly premium due date immediately following the date of the Company's receipt of the relevant notice or a date determined by the Company. For annual payment Policy where such change is approved by the Company, such change becomes effective on the date approved by the Company and the additional premium, or refund premium, if any, shall be calculated on a pro-rata basis.

For any Accidental Loss of and Damage to the insured property that occurred before the effective date of a plan change, the benefits payable in respect of such loss or damage shall not exceed the limit(s) or maximum(s) of benefits applicable prior to the effective date of the plan change.
 19. 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.

B. Claim Conditions

1. You must advise us in writing within thirty days after the occurrence of any event likely to lead to a claim.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice has been provided as soon as is reasonably practicable, and in any event within 60 days from the date of such event.
2. For loss or damage claims you must:
 - (a) at your expense provide us with all such information and evidence as we may request;
 - (b) 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.
3. For liability claims you must:
 - (a) send to us any letter, claim writ or summons immediately it is received;
 - (b) advise us immediately once you have knowledge of any impending prosecution, inquest or fatal injury;
 - (c) not make any admission, offer or promise of payment without our consent. We shall be entitled if we so desire to take over and conduct in our name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall give all such information and assistance as we require.
4. For medical and repatriation expenses claims, you must at your expense provide us with all information and evidence required by us.
5. If an article which is part of a pair or set is lost or damaged, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the article. However, such loss shall not be construed to mean total loss of the pair or set.
6. If you or your Family Members are entitled to payment under any other insurance policy, in circumstances where there would be an entitlement to claim under this Policy, we will only be liable for amounts not recoverable from such other insurance.

C. Termination Conditions

1. If you give notice in writing to the Company to terminate this Policy, or any optional sections:
 - (a) For monthly payment Policy
Such termination shall become effective on the next premium due date after receipt of the notice by the Company.
 - (b) For annual payment Policy
Such termination shall become effective after receipt of the notice by the Company.

Annually paid premium will at all times be subject to the Premium Refund Rules upon the termination of this Policy except where this Policy is cancelled within 30 days of the receipt of the Policy, in which case there will be a full refund.

Premium Refund Rules (Applicable to annual payment Policy only):

Upon termination of the Policy, provided no claim has arisen or been made during the current period of insurance, you shall be entitled to a partial refund of the premium paid for that period of insurance as set out below:

Period Covered (not exceeding)	Premium Refund
4 months	50%
5 months	40%
6 months	30%
8 months	20%
Over 8 months	0%

2. If the Company gives notice of termination of the Policy by registered letter to you at your last known address, such termination shall become effective from the next monthly premium due date following the date of such notice being issued for the monthly payment Policy or the seventh day after such notice has been issued for annual payment Policy.
3. In the event of the death of the Policyholder, this Policy shall terminate within 3 months thereof, unless a notice in writing is given by the Family Member as soon as reasonably possible to the Company and the Company, having unfettered discretion in this regard, approves in writing the continuance of the Policy.
4. In the event the first premium charged to your nominated account is not paid, this Policy shall be deemed to have been void from the Effective Date of the Policy.
5. Provided one or more premiums charged to your nominated account have been paid, non-payment of any subsequent premiums shall terminate the Policy and the insurance provided hereunder as from that premium due date.
6. In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of supplementary worldwide all risks, loss of rent, golfer and/or domestic helpers, the relevant proportion shall be refunded to your nominated account. If premium has not been paid for any period up to date of termination, you shall be liable to the Company for the payment of such premium.

Section 9 – General Exclusions (applicable to the whole Policy)

This Policy or any Section added subsequently does not insure loss or destruction of or damage to any property or death or bodily injury or medical expenses or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

1. Radioactive contamination, being:
 - (a) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. War Risks, being:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, civil commotion, insurrection, military or usurped power.
3. Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause:

An act of "NCB terrorism" shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by 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 similar purpose including the

intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause 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 NCB terrorism.

If we allege that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon you.

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

4. Sonic bangs, being:
Pressure waves caused by aircraft and other aerial devices.
5. Any judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Hong Kong SAR.
6. Any loss or damage caused by or resulting from unexplained disappearance.
7. Any wilful, malicious or deliberate act by you, or any Family Member.
8. 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 insurers 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.

Section 10 – Definitions

Accidental Loss of and 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.

Business Equipment

Items which are held or used in connection with any profession, business or employment.

Company/us/we/our

AXA General Insurance Hong Kong Limited

Excess

The amount of each claim payable by you, for any loss or series of losses arising from one source or cause.

Family Members

Your spouse, children, parents and other relatives permanently living with you in the Home.

Home

The residential building, house, apartment or flat solely for domestic use being constructed of bricks, stone and concrete, roofed with concrete and situated in the Hong Kong SAR and named in the Policy Schedule. The Gross Floor Area of the Home as stated in the Policy Schedule includes balconies, terrace, forecourt, backyard and/or roof of the Home.

Household Contents

Furniture, household goods, Personal Effects and improvements to fixtures which are your property or the property of any Family Member and are kept in the Home.

Legislation

Employees’ Compensation Ordinance.

Money

Bills of exchange, stored value cards, promissory notes, bank or currency notes, coins, cheques, premium bonds, travellers cheques, travel tickets, postal or money orders, postage stamps, national savings stamps or certificates, record or book or similar tokens, luncheon vouchers belonging to you or any Family Member 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.

Personal Documents

Documents of identity such as identity cards, passports, driving licence belonging to you or any Family Member.

Personal Effects

Articles of personal use that are designed to be either worn or carried

- (i) for Worldwide ‘All Risks’
belonging to you or any Family Member but not Valuables, Money or Business Equipment.
- (ii) for Golfer
belonging to you and your spouse but not cameras, Money, jewellery, watches, furs, securities, stamps and credit cards.

Policyholder/you/your

The person or persons named in the Policy Schedule.

Professional Capacity

Any profession, business or employment.

Reinstatement Settlement

The cost of repairing the damaged property or replacing the property if stolen or beyond repair with a new article of the same kind which is of similar but not better quality.

For any claim, the decision to repair or replace rests with us.

Sum Insured

The maximum amount payable for each benefit is as per the Sum Insured Table.

Valuables

Jewellery, gold, silver, precious metals, watches, furs, pictures, works of art, sport equipment, collections of porcelain and the like, stamps or coins, medals, manuscripts and antique books belonging to you or any Family Member.

The term ‘Valuables’ does not include Business Equipment.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 2867 8678.

Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited (“AXA”)**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

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

Sum Insured Table

	Plan A	Plan B	Plan C
	Sum Insured		
Section	Max Claim HK\$	Max Claim HK\$	Max Claim HK\$
Section 1 – Household Contents	400,000	800,000	1,200,000
Household Contents	400,000 (50,000 per item)	800,000 (100,000 per item)	1,200,000 (150,000 per item)
Valuables	100,000 (3,000 per item)	200,000 (6,500 per item)	300,000 (10,000 per item)
Additional Cover			
1.1 Contents away from the Home	30,000	65,000	100,000
1.2 Alternative Accommodation	15,000	32,000	65,000
1.3 Frozen Foods	750	1,500	2,500
1.4 Household Removal			
Household Contents	400,000 (50,000 per item)	800,000 (100,000 per item)	1,200,000 (150,000 per item)
Sub-limit for Valuables	100,000 (3,000 per item)	200,000 (6,500 per item)	300,000 (10,000 per item)
1.5 Locks and Keys	1,000	2,000	3,000
1.6 Storage of Furniture	30,000	60,000	100,000
1.7 Interior Decorations/Refurbishment Work	60,000 (3,000 per item)	130,000 (6,500 per item)	200,000 (10,000 per item)
1.8 Moving Home			
Household Contents	60,000 (50,000 per item)	130,000 (100,000 per item)	200,000 (150,000 per item)
Sub-limit for Valuables	18,000 (3,000 per item)	40,000 (6,500 per item)	60,000 (10,000 per item)
1.9 Removal of Debris	3,000	6,500	10,000
1.10 Extra 50% coverage for Household Contents and Valuables during Christmas and Chinese New Year for period from 15 Dec. to 25 Feb.			
Household Contents	200,000 (50,000 per item)	400,000 (100,000 per item)	600,000 (150,000 per item)
Sub-limit for Valuables	50,000 (3,000 per item)	100,000 (6,500 per item)	150,000 (10,000 per item)
Excess (apart from Additional Cover 1.2, 1.6 and 1.9)			
• Water damage resulting from any cause other than fire, lightning and explosion	1,000	1,000	1,000
• Other loss	300	500	500
Section 2 – Worldwide ‘All Risks’			
Loss or damage	10,000 (5,000 per item)	20,000 (10,000 per item)	20,000 (10,000 per item)
Additional Cover			
2.1. Money	1,500	3,000	3,000
2.2. Goods in Transit	2,500	5,000	5,000
2.3. Personal Documents	1,500	3,000	3,000
Excess (apart from Additional Cover 2.3)	300	500	500
Section 3 – Personal Liability	4,000,000	8,000,000	10,000,000
Section 4 – Supplementary Worldwide ‘All Risks’ (Optional) (This section is operative if so stated in the Policy Schedule)			
Loss or damage	20,000	20,000	20,000
Section 5 – Loss of rent (Optional) (This section is operative if so stated in the Policy Schedule)			
Loss of rent (Maximum 3 months)	30,000 (10,000 per month)		45,000 (15,000 per month)
Excess	First 2 weeks		First 2 weeks
Section 6 – Golfer (Optional) (This section is operative if so stated in the Policy Schedule)			
Golf Equipment		30,000 (2,000 per item)	
Sub-limit for equipment while in use		15,000 (2,000 per item)	
Personal Effects in golf club		5,000 (1,000 per item)	
Hole-in-one expenses		15,000 (3,000 per occurrence)	
Excess for Golf Equipment and Personal Effects		500	
Section 7 – Domestic Helper (Optional) (This section is operative if so stated in the Policy Schedule)			
Liability under Legislation			
Additional Cover			
7.1 Medical Expenses		5,000	
7.2a Cost of returning the remains		5,000	
7.2b Cost of repatriation		5,000	
7.3 Domestic Helper’s Personal Effect		10,000	
Excess for Domestic Helper’s Personal Effect		500	

Others: 1. If the customer has taken the cover of Section 4 – Supplementary Worldwide ‘All Risks’, the maximum Sum Insured under Section 2 – Worldwide ‘All Risks’ will be revised as follows:

- Plan A – From HK\$10,000 to HK\$30,000
- Plan B – From HK\$20,000 to HK\$40,000
- Plan C – From HK\$20,000 to HK\$40,000

- 2. If the customer has taken the cover of Section 6 – Golfer, the Personal Effects can be reimbursed from both Section 2 – Worldwide ‘All Risks’ and Section 6 – Golfer up to the limits subject to the excess of each Section.
- 3. All the limits of Additional Cover within Section 1 will be part of the Sum Insured of HK\$400,000 for Plan A, HK\$800,000 for Plan B and HK\$1,200,000 for Plan C.
- 4. All the limits of Additional Cover within Section 2 will be part of the Sum Insured of HK\$10,000 for Plan A and HK\$20,000 for Plans B or C.