



Circle Assets

Insure your Assets online

Specific Conditions by cover
General Conditions

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Specific Conditions by cover ¹
General Conditions ²

- ¹ The Particular Conditions take precedence over the Specific Conditions and over the General Conditions.
- ² The Specific Conditions take precedence over the General Conditions.

You asked for Perfection...

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1 / CONDITIONS OF INSURABILITY

Our terms are valid only if the conditions listed under the present section are fulfilled. Should one of the conditions not be fulfilled, the company is entitled to refuse any indemnity unless otherwise provided by the Particular Conditions.

1.1 CONDITIONS OF INSURABILITY FOR ALL COVERS

1.1.1 TERRITORIALITY

Worldwide cover with the exception of countries at war and the following:
Afghanistan, Albania, Algeria, Angola, Saudi Arabia, Azerbaijan, Bangladesh, Benin, Bolivia, Botswana, Burundi, Cameroon, Columbia, Central African Republic, Chad, Democratic Republic of Congo, Djibouti, El Salvador, Eritrea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guam, Honduras, Iraq, Iran, Israel, Ivory Coast, Jordan, Kazakhstan, Kyrgyzstan, Kuwait, Lesotho, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mozambique, Myanmar, Namibia, Nauru, Nepal, Nicaragua, Niger, Nigeria, North Korea, Pakistan, Palestine, Papua New Guinea, Paraguay, Peru, Rwanda, Sierra Leone, Somalia, Sudan, Sri Lanka, Swaziland, Syria, Tajikistan, Togo, Tonga, Turkmenistan, Uganda, Ukraine, Uruguay, Venezuela, Yemen, Zambia, Zimbabwe.

1.1.2 POLICYHOLDER

The main policyholder must be a resident of an Asian country.

The main policyholder will observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.

1.1.3 CONTRACTUAL HISTORY

- a) The policyholder declares that he/she has never been refused insurance for the risk presented;
- b) The policyholder declares that he/she has never had insurance cancelled for the risk presented by another insurer;
- c) The policyholder declares that he/she has never had insurance forfeited due to false declaration or non-payment of premium;
- d) Neither the Insured Person nor his family has a criminal record;
- e) During the last three years, the Insured Person has not sustained any loss(es) or damage(s) whether insured or not;
- f) The Insured Person is not a fine art dealer who generates more than 50% of his/her personal income from the trading of fine arts.

1.1.4 QUALIFYING RESIDENCES

- a) Apartment with gross floor bigger than 500 sq. feet;
- b) Condo with gross floor bigger than 500 sq. feet.
- c) House Estate with gross floor bigger than 500 sq. feet

1.1.5 MINIMUM SECURITY PROTECTION

- a) 24 hours security guard patrol;
- b) CCTV in common;
- c) Public Fire Alarm.

**1.2 CONDITIONS RELATING
TO A SPECIFIC COVER****1.2.1 PROPERTY AND
CONTENTS**

We do not cover:

- a) Wooden houses;
- b) Houses with thatch roof;
- c) Houses builds in a (known as) flood risk area;
- d) Houses on stilts;
- e) House boat;
- f) House greater than 60 year old;
- g) House is in current or planned renovation;
- h) House is not in the Insured's country.

1.2.2 PRIVATE COLLECTIONS

We do not cover:

- a) Illegal items;
- b) Items mentioned in the international registers of stolen art, antiques and collectables (Interpol, Art Loss, etc.).

**1.3 ONLINE MAXIMUM
INSURABLE LIMIT
RELATING TO COVER**

- a) Property : up to HK\$ 30,000,000.
- b) Contents property : up to HK\$ 7,500,000.
- c) Private collections : up to HK\$ 20,000,000.
- d) Jewellery : up to HK\$ 5,000,000.
- e) Liability : up to HK\$ 20,000,000.

2/ SPECIFIC CONDITIONS : PROPERTY AND CONTENTS

2.1 WHO IS INSURED ?	You and/or a family member and/or any additional Insured Person named in the policy Particular Conditions.
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2.2 WHAT IS COVERED ?	
2.2.1 BASIS OF COVER	This policy covers you against all risks of physical loss or damage to your buildings, unless an exclusion applies. Your contents are covered against all risks of physical loss or damage anywhere in the world, unless an exclusion applies.
2.2.2 PAYMENT OF LOSS	<p>a) Amount of cover for your Building</p> <p>The amount we will pay for each building at each location is shown in your Particular Conditions. Your Particular Conditions indicates the payment basis:</p> <ul style="list-style-type: none">• Rebuilding Cost We will pay Rebuilding Cost when shown on the Particular Conditions of this policy. We will pay the reconstruction cost of your building, up to the sum insured shown for that location on your Particular Conditions, for each occurrence. For a covered total loss we will pay the reconstruction cost up to the sum insured shown for that location on your Particular Conditions, for each occurrence, whether or not you actually rebuild your building;• Extended Rebuilding Cost Coverage We will pay Extended Rebuilding Cost when shown on the Particular Conditions of this policy. Extended Rebuilding Cost coverage means that for a covered loss we will pay the reconstruction cost of your building, for each occurrence. If the reconstruction cost of your building exceeds the amount of coverage for your building as shown on the Particular Conditions, we will pay up to 50% more than this amount of coverage, if necessary, for the reconstruction cost. However, you must repair or rebuild your building at the Location of Risk. If not, the maximum payable is the coverage limit shown for that location on the Particular Conditions;• Guaranteed Rebuilding Cost We will pay Guaranteed Rebuilding Cost when shown on the Particular Conditions of this policy. We will pay the reconstruction cost of your buildings, for each occurrence, even if this amount is greater than the sum insured shown on your Particular Conditions. However, you must repair or rebuild your building at the Location of Risk. If not, the maximum payable is the sum insured shown for that location on the Particular Conditions; <p>b) Amount of Cover For Your Contents</p> <p>The most we will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the contents without deduction for depreciation, up to the sum insured shown on the Particular Conditions provided that the actual repair or replacement is completed within 90 days from the date of loss or damage, unless otherwise agreed.</p> <p>We will also pay the reasonable cost of removing debris that results from a covered loss, if you and/or a family member are a tenant.</p>
2.2.3 HOW YOUR EXCESS APPLIES	<p>The excess shown on the Particular Conditions is the amount of a covered loss you will pay for each occurrence. For specific situations, a special excess may apply:</p> <p>a) Subsidence Excess:</p> <p>If the loss is caused by subsidence, heave or landslip, an excess of HK\$10,000 or 10% of loss, whichever is the higher, applies unless a higher excess already applies as shown on your Particular Conditions;</p>

- b) Vacant Building Excess:
If the building has been substantially empty of furnishings and contents for more than 60 consecutive days at the time of a covered loss, and you did not notify us it would be vacant, an excess of 5% of the building reconstruction cost will apply unless a higher excess already applies;
- c) Large Loss Excess Waiver:
The excess shown on your Particular Conditions will not apply in the event of a loss greater than HK\$500,000. This waiver does not apply to the subsidence, vacant building, or construction excesses. These excesses are not waived on any covered loss.

2.2.4 PAIRS, SETS AND PARTS

For a covered loss to a pair or set, or to part of a larger unit, we will pay whichever is less:

- a) The cost to replace the lost or damaged property;
- b) The cost to restore or repair the damaged property to its pre-loss condition; or
- c) The difference between the market value of the pair or set before the loss and after the loss.

However, we will pay you the full replacement cost of the entire pair, set or unit if you agree to surrender the remaining article(s) of the pair, set or unit to us.

Under no circumstances will we pay more than the sum insured shown on your Particular Conditions.

2.2.5 SPECIAL LIMITS OF LIABILITY

- a) The limit shown for each of the following categories is the maximum we will pay for a covered loss to that type of contents. These special limits apply per occurrence and do not increase the amount of cover for your contents or for any item covered elsewhere in this policy:
- Money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingots HK\$80,000;
 - Sailboards, surfboards, rowing boats and dinghies, including their accessories HK\$100,000;
 - Outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments HK\$100,000;
 - Fine art HK\$800,000 ;
 - Jewellery HK\$50,000 ;
 - Furs HK\$50,000 ;
 - Guns HK\$50,000 ;
 - Items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter or platinum HK\$80,000;
 - Stamps, coins & medals HK\$250,000 ;
 - Negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets HK\$50,000.
- b) We will pay up to the amount shown on your Particular Conditions for each occurrence for contents in the following categories unless the loss is caused by breakage, in which case we will only pay up to the limit shown below. These special limits do not increase the amount of cover for your contents or for any item covered elsewhere in this policy.
- Crystal, china, porcelains, figurines, statues, sculptures, mirrors wine bottles, glassware and similar items HK\$500,000.
- c) We will pay up to 10% of the highest contents sum insured listed on the Particular Conditions for items stored in a commercial storage unit or kept at a building you own not listed on the Particular Conditions, unless notified to us.
- d) We will not pay for this special limit if we have already paid you under Private Collections of this policy, as a result of the same covered loss.

2.3	ADDITIONAL COVERS	These covers are offered in addition to the sum insured shown on your Particular Conditions unless stated otherwise. Your excess applies to these covers unless stated otherwise. Exclusions are described in “2.4 What is not covered?” and limits of liability are described in “2.2.5 Special Limits of Liability”.
2.3.1	ACCIDENTAL DEATH OR LOSS OF PEDIGREE PET	We will pay up to HK\$25,000 during each period of insurance in respect of accidental death or theft of pedigree pet. Documentary proof of ownership and pedigree are required in the event of a claim.
2.3.2	ADDITIONAL MAINTENANCE EXPENDITURE	We will pay up to HK\$500,000 per occurrence for your share of the additional maintenance expenditure charged during the period of insurance to all the members of your incorporated owners’ association. The expenditure must be as a result of a covered loss to property that would be covered under this policy. We will not pay more than HK\$500,000 for any expenditure that results from an excess in your master building insurance policy under the management company or incorporated owners’ association. This limit also applies if you do not have a master building insurance policy in place. Your excess does not apply to this cover.
2.3.3	ALTERNATIVE ACCOMMODATION	<p>If a covered loss makes your building uninhabitable, we cover any reasonable increase in living expenses incurred by you to maintain your household’s usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore your building to a habitable condition or for your household to permanently locate elsewhere, up to a maximum of one year provided your policy remains in force. This includes accommodation for your domestic pets.</p> <p>However, if prior to the loss you are not living in the building or have moved out because of construction or renovations, then alternative accommodation for this location will not apply.</p>
2.3.4	ARSON REWARD	<p>We will pay up to HK\$50,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy.</p> <p>The HK\$50,000 limit is the most we will pay, regardless of the number of persons providing information.</p>
2.3.5	BUSINESS EQUIPMENT	We will pay up to HK\$200,000 in total for a covered loss to incidental business equipment you own or lease at a building listed on the Particular Conditions. Equipment means computer equipment, facsimile machines, office furniture, photocopiers, and telecommunications equipment.
2.3.6	CONSTRUCTION MATERIALS	<p>If we are informed that building works are to take place at your building, we will cover materials and supplies owned by you up to HK\$500,000 at each building shown on the Particular Conditions for use in the repair, addition, alteration, or improvement of your building but excluding any scaffolding and/or structure work, unless stated otherwise or an exclusion applies.</p> <p>These payments do not increase the amount of your cover for your building.</p>
2.3.7	DATA REPLACEMENT	We will pay up to HK\$50,000 in total for the retrieval or replacement of lost personal or business data as a result of a covered loss to a personal computer or portable computing device that you own or lease.
2.3.8	DISABILITY COSTS	<p>We will pay up to HK\$80,000 in total for alterations to your building to allow you or a family member to live unassisted following an accident during the period of insurance, resulting in the total permanent loss of use of a limb, eyesight or hearing, which occurs during the period of insurance.</p> <p>These payments do not increase the amount of your cover, and only applies in excess of any other insurance cover in force.</p>
2.3.9	EMERGENCY ACCESS TO THE BUILDING	We will pay the reasonable expenses you incur for loss or damage as a direct result of forcible entry to the building to attend a medical emergency.

- 2.3.10 EMERGENCY PREVENTATIVE MEASURES** We will pay up to HK\$20,000 for costs incurred by you in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.
- 2.3.11 EVENT CANCELLATION** We will pay up to HK\$250,000 during the period of insurance specified under the Particular Conditions for expenditure which cannot be recovered following the unavoidable cancellation of a personal non-profit making social gathering due to a sudden or accidental event occurring beyond your control which takes place at your building.
- 2.3.12 FIRE DEPARTMENT CHARGES** If a fire department is called to protect your unit or its grounds against a covered loss or potential covered loss, we will pay up to HK\$10,000 for any charges imposed by law or assumed by written agreement. There is no deductible for this coverage.
- 2.3.13 FOOD SPOILAGE** We cover loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any building shown on the Particular Conditions you live at or own. Wine or spirits are not considered food.
These payments do not increase the sum insured for contents.
- 2.3.14 FORCED EVACUATION** If you are denied access to your building by the Police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days. We also cover any loss of rent for up to thirty (30) days if your building is rented to others.
We do not cover any loss of rents due to termination of a lease or agreement.
Your excess does not apply to this cover.
- 2.3.15 GARDEN AND LANDSCAPING** We will pay up to 5% of the building reconstruction cost or, if the building is not covered, 5% of the sum insured for the contents at the building at which the covered loss occurs to your garden or landscaping, but no more than HK\$5,000 for any one tree, shrub or plant.
We will pay only for losses caused by:
a) Aircraft;
b) Fire, lightning or explosion;
c) Riot or civil commotion;
d) A vehicle not owned or operated by someone who lives at the building;
e) Theft, attempted theft, vandalism or malicious acts.
- 2.3.16 LAND** In the event of a covered loss to your building, we will pay for required stabilisation, excavation, or replacement of land under or around your building.
We will pay up to 10% of the amount of a covered loss to your building for this cover.
- 2.3.17 LOCATING A LEAKAGE** We will pay for the reasonable cost to remove and replace part of your building in order to locate the source of escape of water or oil from fixed tanks, apparatus, pipes or fixed domestic heating installation for which you are responsible, provided that such escape of water or oil must happen during the period of insurance.
We do not cover any loss or damage to the heating or water system itself.
- 2.3.18 LOSS OF METERED WATER OR HEATING FUEL** We will pay up to the amount insured for contents for any accidental loss of:
a) Domestic heating fuel from your fixed heating fuel tank;
b) Metered water;
That occurs during the period of insurance. We will not pay for any loss of metered gas.
- 2.3.19 LOCK REPLACEMENT** We will pay for the reasonable cost of replacing the locks in a building listed on the Particular Conditions if the keys to that building are lost or stolen.
Your excess does not apply to this cover.

- 2.3.20 LOSS BY PETS** We cover loss to your building and contents caused by domestic pets, but excluding scratching and denting.
- 2.3.21 LOSS OF RENT** If you are not able to rent out your building, or a part of your building, that you usually rent to others, because of a loss covered by this policy, we will pay the rent you would have received for the reasonable amount of time necessary to restore your building, or that part of your building, to a habitable condition. Payment under this coverage shall only be valid up to the completion of renovation works, up to a maximum of one year provided your policy remains in force.
Documentary proof of a signed rental contract prior to the loss date are required in the event of a claim.
We do not cover any loss of rents due to termination of a lease or agreement.
- 2.3.22 NEWLY ACQUIRED CONTENTS** We cover your newly acquired contents provided that you have already had the cover of contents. The maximum we will pay is 25% of the sum insured of the contents for a covered loss. For appropriate cover under this policy, you must request cover for all newly acquired contents within the first ninety (90) days after your acquisition, and pay any additional premium from the date acquired. We reserve the right not to insure the newly acquired contents once ninety (90) days after the acquisition of such items has elapsed.
- 2.3.23 MARQUEES** We cover loss of or damage to any marquee under your custody and control, or on loan or hire to you from any party, provided that it is not insured elsewhere. The maximum we will pay is your legal liability to the owner or hirer, or the current market value of the marquee, or HK\$150,000, whichever is less.
- 2.3.24 PRECAUTIONARY REPAIRS** After a loss covered by this policy, we will pay the reasonable expenses you incur for necessary repairs to protect your building against further loss.
These payments do not increase the amount of your cover.
- 2.3.25 PROPERTY OF DOMESTIC EMPLOYEES AND GUESTS** We cover the personal property of your domestic employees, guests, and other persons lawfully on your premises while it is on the premises of any building listed on the Particular Conditions. But we do not cover jewellery, money or items that are covered by other insurance.
These payments do not increase the amount of your cover and only applies in excess of any other insurance cover in force.
- 2.3.26 RENT YOU OWE** If a covered loss makes your building uninhabitable, we cover any reasonable rent which you have to pay as a tenant for your building. Payment will continue for the shortest reasonable amount of time necessary to restore your building to a habitable condition or for your household to permanently locate elsewhere, up to a maximum of one year provided your policy remains in force.
However, we will not pay for this benefit if we have already paid you for Alternative Accommodation benefit as a result of the same covered loss.
- 2.3.27 SECURITY UPGRADE** We will pay up to HK\$150,000 to upgrade the security systems including alarms and locks following an aggravated burglary occurrence at your building that results in a valid claim under this policy. The security upgrade must be in accordance with our recommendations and payment under this extension is conditional upon you renewing your policy with us for the proceeding year.
- 2.3.28 STUDENTS' POSSESSIONS** We will pay up to the sum insured for contents shown in your Particular Conditions in respect of loss or damage to the possessions of a family member who is in full-time education whilst living away from the Location of Risk shown in the Particular Conditions. We will pay up to a maximum of HK\$50,000 for any one item, set or collectible.

**2.3.29 UNFURNISHED
RENTAL HOME**

If your building is rented out unfurnished and sustains a covered loss or damage, we will pay up to HK\$75,000 for any loss or damage to your carpets, curtains and domestic appliances, provided that they are not covered by other insurance.

Deduction for depreciation will be applied to any item which is more than five years old from the date of purchase.

2.4 WHAT IS NOT COVERED?

- a) Aircraft: We do not cover any loss or damage to aircraft or aircraft parts;
- b) Baggage: We do not cover any loss of Jewelry from Baggage unless carried by hand and under the personal supervision of the Assured;
- c) Business Property: We do not cover any loss or damage to business property unless it is incidental business property covered as an Additional Cover under 2.3;
- d) Confiscation : We do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority;
- e) Defect in material or workmanship: We do not cover any loss or damage due to defect in material or workmanship and for loss or damage caused by or contributed to any process of cleaning, altering ; repairing, renovation, maintenance or dyeing of any kind;
- f) Dishonest Acts: We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, you or a family member;
- g) Existing Damage: We do not cover any loss or damage which occurred prior to the period of insurance;
- h) Erosion: We do not cover any loss or damage caused by coastal or river erosion;
- i) Faulty, Inadequate or Defective Planning: We do not cover any loss or damage caused by faulty, inadequate or defective:
 - planning, development, surveying, siting;
 - design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
 - materials used in repair, construction, renovation or remodelling;
 - maintenance; of part or all of any property whether on or off the building.However, this exclusion does not apply to ensuing covered loss unless another exclusion applies;
- j) Freezing Water: We do not cover any loss or damage caused by water freezing in a plumbing, heating or air conditioning system or household appliance if your building is unoccupied for longer than 60 consecutive days, under renovation or being constructed, unless you used reasonable care to maintain heat at a reasonable level in your building, or shut off and drained the water from the system or appliance;
- k) Frost: We do not cover any loss or damage caused by frost;
- l) Gradual Deterioration, Breakdown, Wear and Tear: We do not cover any loss or damage caused by:
 - wear and tear, gradual deterioration;
 - inherent vice, latent defect, mechanical or electrical breakdown;
 - warping or shrinkage, rust or other corrosion.
- m) Mould, Wet or Dry Rot or Bacteria: We do not cover any loss or damage caused by mould, wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of mould, wet or dry rot or bacteria. Whenever mould wet or dry rot, or bacteria occur, the mould, wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, mould, wet or dry rot, or bacteria;
- n) Ground Water Damage: We do not cover any loss or damage caused by water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, pathway, driveway, foundation, swimming pool or other structure;
- o) Intentional Acts: We do not cover any loss or damage deliberately caused by you or a family member;

- p) Jewelry Sending: We do not cover any loss of Jewelry sending by all types and manner;
- q) Loss by Rodents, Insects or Vermin: We do not cover any loss or damage caused by rodents, insects or vermin. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies;
- r) Misappropriation: We do not cover any loss or damage caused by the taking or other misappropriation of contents from you or a family member by you or a family member;
- s) Motorised Land Vehicles: We do not cover any loss or damage to motorised land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle. However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:
- used to service any building you own or live at;
 - designed to assist the handicapped;
 - designed for recreational use off public roads.
- t) Pedal Cycles: We do not cover any loss or damage to pedal cycles caused directly or indirectly;
- to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time,
 - while the pedal cycle is used for racing or is hired or lent to anyone not the Insured Person,
 - by theft when left outside the premises unless it is attached by an appropriate security device to a permanently fixed structure.
- u) Pollution or Contamination: We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. We do not cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation, other than loss or damage to land or water unless another exclusion applies;
- v) Radioactive, Chemical or Biological Contamination: We do not cover any loss or damage, directly or indirectly caused by:
- radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
 - the use of a chemical or biological weapon.
- w) Stamps and Coins: We do not cover any loss to stamps or coins caused by:
- fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
 - handling or being worked on.
- x) Subsidence, Heave or Landslip: We do not cover any loss or damage to land, patios, terraces, swimming pools, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave or landslip unless your building also sustains a covered loss or damage at the same time by the same event. We also do not cover any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of your building are also damaged at the same time by the same event;
- y) Structural Movement: We do not cover any loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip;

- z) Temperature or Dampness: We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to your building, or contents. However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail;
- aa) Tenant's Property: We do not cover any loss or damage to property of lodgers, boarders, or other tenants;
- bb) Terrorism: We do not cover loss or damage directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. For the purpose of this clause, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- cc) Unattended Vehicle: We do not cover any loss or damage caused by unattended vehicle;
- dd) Unlawful construction: We do not cover any unlawful construction, renovation, alteration, or decoration work of any kind on or to the building;
- ee) Unsuitable Transportation and Packing: We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation;
- ff) War or Similar Risks: We do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
- gg) Watercraft: We do not cover any watercraft other than those described under 2.2.5 Special Limits of Liability. In addition, we do not cover any loss or damage to covered watercraft caused directly or indirectly
- by the stranding, swamping or sinking of a covered watercraft, its trailer or outboard engine;
 - by collision of a covered watercraft other than collision with a land vehicle;
 - while the covered watercraft is used for racing or is hired or lent to anyone not the Insured Person;
 - while the covered watercraft is not kept in an appropriate and secure storage facility when not in use and/or during adverse weather conditions.
- hh) Wind or Storm: We do not cover any loss or damage to any fence, gate, bridge, pier, wharf or deck caused by wind or storm. However, this exclusion does not apply to loss or damage to any fence, gate, bridge, pier, wharf or deck caused by falling trees;

3/ SPECIFIC CONDITIONS PRIVATE COLLECTIONS

3.1 WHO IS INSURED ?	You and/or a family member and/or any additional Insured Person named in the policy Particular Conditions.
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3.2 WHAT IS COVERED ?	
3.2.1 BASIS OF COVER	This part of your policy covers you against all risks of direct physical loss or damage to valuable articles anywhere in the world unless stated otherwise in the policy or an exclusion applies. The sum insured for each category of valuable articles, and for each Specified item, is shown on your Particular Conditions.
3.2.2 PAYMENT OF A LOSS	<p>a) Specified Items</p> <ul style="list-style-type: none">• Total Loss: For a covered loss to an item listed in your Particular Conditions of items, we shall pay the sum insured for that item if it is lost or damaged beyond repair;• Partial Loss: If only part of the specified item is lost or damaged, we shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its market value before and after the loss. If after the restoration the market value of the item is less than its market value immediately before the loss, we shall pay the difference. In no event shall payment exceed the sum insured for that item; <p>b) Unspecified Items</p> <p>We shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to valuable articles with unspecified cover as shown in the Particular Conditions. If after the restoration the market value of the item is less than its market value immediately prior to the loss, we shall pay the difference. We will not pay more than the single article limit as shown in the Particular Conditions.</p>
3.2.3 PAYMENT FOR A PAIR OR SET	<p>For a covered loss to a pair or set, you may elect to:</p> <p>a) Repair or replace any part to restore the pair or set to its value before the loss;</p> <p>b) Be paid the difference between market value of the property before and after the loss;</p> <p>c) Be paid the sum insured if specified, or the market value if unspecified, of the entire pair or set when you surrender to us the undamaged item(s) of the pair or set.</p> <p>In no event shall payment exceed the sum insured for that pair or set or the unspecified single article limit as shown in the Particular Conditions.</p>
3.2.4 HOW YOUR EXCESS APPLIES	The excess shown on the Particular Conditions is the amount of a covered loss you will pay for each occurrence. For certain categories an excess may apply. This will be shown on your Particular Conditions for each category to which it applies.
3.2.5 RECOVERIES	<p>If we pay for a covered loss to property and we recover that property, you have the right to buy back the property from us within ninety (90 days) upon our notice in writing to your last known address. We will offer it at either one of the following, whichever is the less:</p> <p>a) The amount paid to you for the property plus loss adjustment and recovery expenses;</p> <p>b) The current fair market value of the property at the time we recover it.</p>

3.3 ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on your Particular Conditions unless stated otherwise. Your excess applies to these covers unless stated otherwise:

3.3.1 DEATH OF ARTIST

In the event of a covered loss or damage to any specified fine art item, we will pay up to 200% of the sum insured of any specified fine art item listed under the List of Specified Private Collections shown in the Particular Conditions, up to a maximum of HK\$1,500,000 if the occurrence is within the immediate 6 months following the death of the artist and provided that you can produce the original purchase receipt or an independent professional valuation report which is made within 3 years before the date of the loss/damage.

3.3.2 DEFECTIVE TITLE

We will pay for the amount you have paid to purchase an item which you are subsequently required by law to relinquish possession of due to:

- a) Unforeseen discovery of the vendor's defective or lack of title to the purchased item by you;
- b) Any charge or encumbrance placed on the item, prior to the purchase by you, of which you were not aware.

We will also pay legal costs incurred by you, with our prior consent, in defending an action brought against you in respect of any defective title or lack of title claim.

We will only cover a loss if both the purchase and any relevant claim are made during the period of insurance.

The maximum we will pay is HK\$250,000 or 10% of the Private Collections sum insured, whichever is the lower amount.

We will only cover a loss resulting from a purchase made by you from a credible auctioneer or dealer.

3.3.3 NEWLY ACQUIRED ITEMS

We cover your newly acquired valuable articles provided you already have a sum insured shown on your Particular Conditions in the category that the newly acquired valuable article would be insured under. The most we will pay is 25% of the sum insured for the category as shown on the Particular Conditions for a covered loss. For appropriate cover under this policy, you must request cover for all newly acquired valuable articles within the first ninety (90) days after your acquisition, and pay any additional premium from the date acquired. We reserve the right not to insure the newly acquired valuable articles once ninety (90) days after the acquisition of such items has elapsed.

3.4 WHAT IS NOT COVERED ?

- a) Baggage: We do not cover any loss of Jewelry from Baggage unless carried by hand and under the personal supervision of the Assured;
- b) Breakdown: We do not cover any loss caused by mechanical or electrical breakdown, with the exception of any loss to wine caused by temperature extremes or changes in temperature resulting from the failure of a climate control system;
- c) Collectibles: We do not cover any loss to collectibles:
 - caused by fading, thinning, colour transfer, creasing, aridity, dampness, or temperature extremes;
 - caused during use other than as a collectible;
- d) Confiscation: We do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority;
- e) Dishonest Acts: We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of you or a family member;
- f) Existing Damage: We do not cover any loss or damage which occurred prior to the period of insurance;
- g) Gradual Deterioration, Breakdown, Wear and Tear: We do not cover any loss or damage caused by:
 - wear and tear, gradual deterioration;
 - inherent vice, latent defect;

- warping or shrinkage, rust or other corrosion, wet or dry rot;
 - vermin, rodents or insects.
- However, this exclusion does not apply to ensuing covered loss unless another exclusion applies;
- h) Intentional Acts: We do not cover any loss or damage deliberately caused by you or a family member;
 - i) Jewelry in the Bank: We do not cover any loss to specified jewelry described on the Particular Conditions as Jewelry in Bank while these items are out of a bank vault, unless we agree in advance that we will cover them;
 - j) Jewelry Sending: We do not cover any loss of Jewelry sending by all types and manner;
 - k) Misappropriation: We do not cover any loss or damage caused by the taking or other misappropriation of fine art from you or a family member by you or a family member;
 - l) Mould: We do not cover any loss or damage caused by the presence of mould, however caused, or any loss or damage caused by mould. However, this exclusion does not apply to loss or damage caused by the presence of mould resulting from fire or lightning unless another exclusion applies;
 - m) Professional Use: We do not cover loss or damage to any valuable articles held or used for any trade or profession;
 - n) Racing or Instruction: We do not cover any loss to a collector vehicle occurring during instruction, driver's education, preparation, practice, time trials, testing or participation for or in any race, speed contest, or pre-arranged handling and performance test, whether on a closed track, public roadway or private property.;
 - o) Radioactive, Chemical or Biological Contamination: We do not cover any loss or damage, directly or indirectly caused by:
 - Radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
 - Chemical or biological contamination however caused;
 - p) Repair and Restoration: We do not cover any loss or damage to valuable articles caused by or resulting from repair, restoration, or retouching commissioned by you;
 - q) Shipments by Mail: We do not cover any loss caused during shipment by mail including regular first class mail unless agreed to in advance by us. This exclusion does not apply to shipments with a value less than HK\$80,000;
 - r) Stamps and Coins: We do not cover any loss to stamps or coins caused by:
 - Fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature;
 - Handling or being worked on;
 - s) Unsuitable Transportation and Packing: We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation;
 - t) War or Similar Risks: We do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

4/ SPECIFIC CONDITIONS LIABILITY

4.1 WHO IS INSURED ?	You and/or a family member and/or your domestic helper while performing the duties and any additional Insured Person named in the policy Particular Conditions.
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4.2 WHAT IS COVERED ?	
4.2.1 BASIS OF COVER	We will pay damages an Insured Person is legally obligated to pay for personal injury or property damage caused by an occurrence covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.
4.2.2 PAYMENT OF A LOSS	<p>We will further cover your liability as owner of the building only if you have already had the cover of building.</p> <p>The most we will pay for all claims for personal injury and property damage as a result of any one occurrence is the liability sum insured shown on your Particular Conditions.</p> <p>This insurance applies separately to each Insured Person against whom a claim is made or lawsuit is brought, but we will not pay more than the limit shown on your Particular Conditions for any single occurrence regardless of the number of Insured Persons, claims made or persons injured.</p> <p>Payments under Defence Cover of 4.2.3, except a settlement payment, are in addition to the liability sum insured shown on your Particular Conditions.</p>
4.2.3 DEFENCE COVER	<p>We will pay the legal defence costs and legal expenses incurred by an Insured Person with our prior written consent. In jurisdictions where we may be prevented from defending an Insured Person for a covered loss because of local laws or other reasons, we will pay only those legal defence expenses incurred with our prior written consent for the Insured Person's defence.</p> <p>Our duty to defend any claim or suit arising out of a single occurrence ends when the amount we have paid in damages for that occurrence equals the liability cover limit shown on the Particular Conditions of this policy.</p>

4.3 ADDITIONAL COVERS	In addition to damages and legal defence costs, we also provide related covers. These payments are in addition to the sum insured for damages and legal defence costs unless stated otherwise or an exclusion applies:
4.3.1 CREDIT CARDS, FORGERY, AND COUNTERFEITING	<p>We will pay up to a total of HK\$500,000 for:</p> <p>a) Any amount you or a family member are legally obligated to pay resulting from:</p> <ul style="list-style-type: none">• theft or loss of a bank card or credit card issued in your or a family members name;• loss caused by forgery or alteration of any cheque or negotiable document. A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with ; <p>b) Loss caused by accepting in good faith any counterfeit paper currency.</p> <p>At our option we may defend a claim or suit against you or a family member for forgery, counterfeiting or for loss or theft of a bank card or credit card.</p> <p>These payments are in excess of any other insurance cover in force.</p>
4.3.2 IDENTITY FRAUD	<p>We will pay up to HK\$200,000 in total for an Insured Person's identity fraud expenses for each identity fraud occurrence during the Policy Period.</p> <p>Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an Insured Person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of law.</p>

- a) At your option;
 - We will pay the cost to implement a fraud resolution plan to resolve civil or criminal judgments wrongly entered against you or an Insured Person and remove all fraudulent entries from your credit report. You may choose an identity theft restoration service from a panel of firms selected by us. If a service is not available in your area, we reserve the right to select the identity theft restoration service;
 - We will reimburse you for identity fraud expenses incurred as the direct result of each identity fraud occurrence;
- b) We do not cover:
 - Loss arising out of business pursuits of any Insured Person;
 - Expenses incurred due to any fraudulent, dishonest or criminal act by an Insured Person or any person acting in concert with an Insured Person, or by any authorised representative of an Insured Person whether acting alone or in collusion with others;
 - Loss other than expenses.

This cover does not apply to loss or damage covered under Additional Covers 4.3.2 Credit Cards, Forgery and Counterfeiting.

These payments are in excess of any other insurance cover in force.

4.3.3 GOLF EXPOSURES

We provide cover for an Insured Person or a family member for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies. This cover applies worldwide.

- a) Personal Accident: In the event that you or a family member suffers bodily injury whilst playing golf, which results in death, or loss of limb(s) or eye(s), we will pay for you or a family member HK\$600,000 unless a lower amount is stipulated by law. In the event of a death, this benefit will be paid to the estate. We will not pay more than HK\$600,000 for any one occurrence and the death or loss of limb(s) or eye(s) must occur within twelve months of the date of the occurrence.
- b) Hole in One: We will pay up to HK\$10,000 for hospitality expenses incurred as a result of a “hole-in-one” achieved by you or a family member. Official certification from your club or the competition secretary must be submitted as proof in the event of a claim.

4.3.4 MEDICAL PAYMENTS TO OTHERS

Regardless of liability, we will pay the necessary medical expenses that are incurred or medically ascertained within three (3) years from the date of an accident causing bodily injury up to a total of HK\$80,000 for each person. This coverage does not apply to you or a family member and only applies to an accident that:

- a) Occurs to a person, at a building with liability coverage listed on the Particular Conditions, with permission from you or a family member to be there;
- b) Arises from a condition at a building, or at the steps, driveways or sidewalks immediately adjoining a building, listed on the Particular Conditions with liability coverage;
- c) Is caused by an animal owned by or in the care of an Insured Person;
- d) Is caused by an Insured Person or a domestic employee in the course of his or her employment by an Insured Person.

4.3.5 DAMAGE TO THE PROPERTY OF OTHERS

If an Insured Person destroys or damages other people's property we will pay the replacement cost for that property up to HK\$80,000 per occurrence.

4.3.6 KIDNAP EXPENSES

We will pay for an Insured Person's kidnap expenses, up to a maximum of HK\$200,000 for each kidnap and ransom occurrence, but limited in respect of lost earnings to HK\$1,000 a day and with a total of HK\$20,000.

4.3.7 REVERSAL OF DAMAGES

We will pay up to HK\$5,000,000 for damages and taxed costs which have been awarded to you or a family member but which have not been paid within 3 months of the date of the award for:

- a) accidental bodily injury; or
- b) accidental loss or damage to property

Provided that:

- a) the damages awarded were not in respect of an incident arising out of your profession, occupation or business;
- b) you would have been covered by this policy if you were in the position of the person you are claiming damages against; and
- c) there is no appeal in court proceedings in progress.

This cover only applies if the damages are awarded by a court in the Hong Kong Special Administrative Region of the People's Republic of China.

4.3.8 ADDITIONAL MAINTENANCE EXPENDITURE

We will pay up to HK\$500,000 per occurrence for your share of the additional maintenance expenditure charged during the period of insurance to all the members of your incorporated owners' association. The expenditure must be as a result of liability that would be covered under this policy. We will not pay more than HK\$500,000 for any expenditure that results from an excess in your master building insurance policy under the management company or incorporated owners' association. This limit also applies if you do not have a master building insurance policy in place.

Your excess does not apply to this cover.

4.4 WHAT IS NOT COVERED?

This policy does not provide cover for liability, defence costs or any other cost or expense for:

- a) Aircraft : Personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft. However, this exclusion does not apply to personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft chartered by you with qualified and professional crew and operated solely by licensed pilots;
- b) Business Pursuits: Personal injury or property damage arising out of an Insured Person's business pursuits, investment activity or any activity intended to generate a profit. However, this exclusion does not apply to:
 - Voluntary work for an organized and registered charitable, religious or community group;
 - Incidental business activity ;
- c) Care, Custody or Control: Property damage to property owned by, or in the custody, care or control of, an Insured Person;
- d) Contractual Liability: Personal injury or property damage arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement;
- e) Cyber Liability: We do not cover liability directly or indirectly caused by, arising from or consisting of, in whole or in part
 - The use or misuse of the Internet or similar facility;
 - Any electronic transmission of data or other information;
 - Any computer virus or similar problem;
 - The use or misuse of any Internet address; Website or similar facility;
 - Any data or other information posted on a Website or similar facility;
 - Any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood or a storm);
 - The functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Website or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood or a storm);
 - Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent);
- f) Directors' Errors or Omissions: Personal injury or property damage arising out of any Insured Person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation.

This exclusion does not apply to bodily injury or property damage arising out of an Insured Person's actions for a non-profit making corporation or organisation unless

- another exclusion applies;
- g) **Discrimination:** Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped status, sexual preference or any other discrimination;
- h) **Financial Guarantee:** We do not cover any building for an Insured Person's guarantee of financial performance of any organisation, Insured Person or other individual;
- i) **Intentional Acts:** Personal injury or property damage resulting from any criminal, willful, intentional or malicious act or omission by an Insured Person. We also will not cover claims for acts or omissions of an Insured Person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal Injury.
This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.
However, this exclusion does not apply to bodily injury if the Insured Person acted with reasonable force to protect any person or property;
- j) **Insured Person:** Personal injury to an Insured Person under this policy;
- k) **Mould:** Personal injury or property damage arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any mould.
However, this exclusion does not apply to personal injury or property damage arising out of mould that are, are on, or are contained in, a good or product intended for consumption.;
- l) **Motorised Land Vehicles:** Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle.
This exclusion does not apply to:
- golf buggies;
 - quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the Particular Conditions;
 - garden equipment used for domestic purposes;
 - a motorised land vehicle laid up a location listed on the Particular Conditions;
 - a vehicle for use by a disabled person that does not require registration for the road; unless being used for racing or time trials;
- m) **Nuclear Hazard:** Personal injury or property damage caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused;
- n) **Pollution or Contamination:** We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. We do not cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation, other than loss or damage to land or water unless another exclusion applies;
- o) **Professional Services:** Personal injury or property damage arising out of an Insured Person's performing or failure to perform professional services for which any Insured Person is legally responsible or licensed;
- p) **Radioactive, Chemical or Biological Contamination:** We do not cover any loss or damage, directly or indirectly caused by:
- Radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
 - The use of a chemical or biological weapon;
- q) **Sexual Molestation or Corporal Punishment:**
Personal injury arising out of any actual, alleged or threatened:
- Sexual molestation, misconduct or harassment;

- Corporal punishment;
 - Sexual, physical or mental abuse;
- r) Terrorism: We do not cover loss or damage directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. For the purpose of this clause, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- s) Transmittable Diseases: Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an Insured Person to anyone. We do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease;
- t) War: Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of the following:
- Undeclared war, civil war, insurrection, rebellion, or revolution;
 - Warlike acts by a military force or military personnel;
 - The destruction, seizure or use of property for a military purpose;
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
- u) Watercraft: Personal injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by you or a family member or lent or rented to you or a family member for longer than thirty (30) days;
- v) Wind Powered Land Vehicles: Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle;
- w) Workers' Compensation or Employers' Liability: We do not cover any loss or damage arising out of Bodily Injury to an employee where such Bodily Injury arises out of and in the course of employment by the Insured or any liability arising out of the Workers' Compensation Act or any similar legislation anywhere in the world;
- x) Wrongful Termination: Personal injury arising out of wrongful termination of employment.

5/ GENERAL CONDITIONS

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- 5.1 ARBITRATION** Any dispute, controversy or claim arising out of or relating to this policy, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.
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- 5.2 ASSIGNMENT** No one covered under this policy may assign or turn over any right or interest in regard to the policy without our written consent.
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- 5.3 BANKRUPTCY OR DEATH** The Insured Person's bankruptcy or insolvency shall not relieve us of any of our obligations.
Further, if the Insured Person dies or becomes bankrupt or insolvent during the period of insurance, this policy, unless cancelled, will cover the Insured Person's personal representative for the remainder of the policy period of insurance. For the purpose of this clause, "personal representative" shall have the meaning as defined under the Probate and Administration Ordinance, Cap.10, Laws of Hong Kong, which means the executor, original or by representation, or administration for the time being of a deceased person.
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- 5.4 CANCELLATION** Subject to clause "5.11 Mortgagee Clause" herein below, this policy or any part of it may be cancelled by the Insured Person at any time by notifying us in writing of the future date that the cancellation is to take effect. If you have not made a claim during the period of insurance, we will refund the proportion of any premium you have paid for the period of insurance left.
We may cancel this policy or any part of it at any time by giving the Insured Person thirty (30) days notice in writing. Cancellation notice will be considered to have been given if we send it by registered mail to last known address of the Insured Person.
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- 5.5 CHANGES** If we are advised by you of any change in circumstance which will affect this insurance, we reserve the right to amend any of the terms or conditions of this insurance following at least 30 days notice to you by us.
No change or modification of this policy shall be effective except when made by written endorsement signed by our authorized representative.
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- 5.6 CONCEALMENT OR FRAUD** The entire policy will be void if, whether before or after a loss, you or an Insured Person has:
a) Intentionally concealed or misrepresented any material fact or circumstance;
b) Engaged in fraudulent conduct;
c) Made false statements;
relating to this insurance.

5.7 CONSTRUCTION, SEVERABILITY AND CONFORMANCE TO STATUTE	a) If any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy. b) If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law. c) Any provisions of this policy which are in conflict with the statutes or regulations of the country wherein this policy is issued are hereby amended to conform to such statutes or regulations.
5.8 GOVERNING LAW & JURISDICTION	This Policy shall be interpreted and governed by the laws of the Hong Kong Special Administrative Region of the People’s Republic of China. All disputes concerning the interpretation of this policy are subject to the law and jurisdiction of the Hong Kong Special Administrative Region of the People’s Republic of China.
5.9 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.
5.10 LIBERALISATION	If we broaden the cover provided by your policy without an additional premium charge, the changes will automatically apply to your policy as of the effective date on which the changes are adopted in your country.
5.11 MORTGAGEE CLAUSE	<p>Loss, if any, under this policy shall be payable to the Mortgagees or Assignees as named on the Particular Conditions to the extent of their interest.</p> <p>It is hereby agreed that in the event of loss or damage, we will pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the sum insured or the reinstatement value (less depreciation if any) of the property insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify us of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to us the appropriate additional premium from the time when such increase of risk first took place.</p> <p>And it is further agreed that whenever we shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed we shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by us for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.</p> <p>Provided that as between us and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which we may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this policy or by law,</p>

and such rights and obligations shall as between us and the Mortgagor or Owner of the property insured remain in full force and effect.

We reserve the right to cancel this policy at any time as provided by the terms hereof, but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and we shall have the right on like notice to cancel this agreement.

5.12 OTHER INSURANCE

If a loss covered by this policy is also covered by other insurance, we will pay only the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

5.13 DATA PRIVACY

You agree that:

- a) The personal data collected during the application process or administration of this policy may be used by us for the purposes of underwriting and administering this insurance policy or any renewal thereof, including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation;
- b) We may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
 - third parties providing services related to the administration of this policy including reinsurers;
 - financial institutions for the purpose of processing this policy and obtaining policy payments;
 - in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - another member of the Circles Group;
- c) You may gain access to, or request correction of your personal data by writing to Circle Asia Ltd., Unit 1207, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong SAR or info@circlesgroup.asia. (Depending on the scope of work required to accommodate your request, we may charge a reasonable fee). The same addresses may be used to contact us with any comments in relation to our services.

5.14 PERIOD OF INSURANCE

The period of insurance is stated on the Particular Conditions. All covers in this policy apply only to occurrences that take place while this policy is in force.

5.15 REASONABLE CARE

You must use reasonable care to shut off and drain the water system or appliances, if the home is vacant, unoccupied for longer than 60 days or being constructed.

5.16 RECOVERY

If you or an Insured Person has the rights to recover all or part of any payment made under this policy, those rights are transferred to us. You or an Insured Person must not do anything after the loss to impair such rights of recovery. At our request, you or an Insured Person will bring an action or transfer those rights to us and help us enforce them.

5.17 SUBROGATION

The Insured shall at the request and at our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which we shall be or would become entitled or subrogated upon our paying or making good any Damages under this policy, whether such acts and things shall be or become necessary or required before or after indemnification by us.

**5.18 SUM INSURED
ADEQUACY**

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- a) For the building – the full reconstruction cost at the time of loss or damage;
- b) For contents and personal possessions – the replacement cost as new;
- c) For fine art and antiques, valuables, precious metals – the current market value.

**5.19 YOUR DUTIES AFTER A
LOSS**

In the event of an occurrence which is likely to involve this policy, or if you or any other Insured Person under this policy is sued in connection with an occurrence which may be covered under this policy, you or an Insured Person (where applicable) must:

- a) Give prompt notice to us or your intermediary;
- b) Notify the local Police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to you;
- c) Notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d) Protect the property from further damage. If repairs to the property are required, you must:
 - Make reasonable and necessary repairs to protect the property;
 - Keep an accurate record of all repair expenses;
- e) Provide us with bills, receipts and related documents;
- f) As often as we reasonably require:
 - Make available to us the damaged property for inspection;
 - Provide us with records and documents we request;
 - Submit to separate examination under oath;
- g) Provide us with the names and addresses of any known persons injured and any available witnesses;
- h) Provide us with any legal documents and other documents which will help us defend any Insured Person;
- i) Assist and co-operate with us in the conduct of the defense by helping us:
 - To make settlement;
 - To enforce any right of contribution or indemnity against any person or organization who may be liable to an Insured Person;
 - To attend hearings and trials;
 - To secure and give evidence and obtain the attendance of witnesses.

5.20 WHEN DO WE PAY?

When the loss has been established, assessed and accepted by us, the necessary will be done to have the loss paid within 15 days following the acceptance of the loss.

5.21 GENERAL EXCLUSIONS

(General exclusions are applicable to all coverages unless otherwise stated under the ‘Specific Conditions’ or ‘Particular Conditions’)

The present contract does not cover losses and/or damages, liability or costs directly or indirectly, fully or partially, caused by or resulting from the following:

a) Nuclear Hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

b) Violation of applicable economic or trade sanction law or regulation

The present insurance does not provide coverage related to any business, including but not limited to this insurance and the fulfillment of any Obligation thereunder, to the extent it would violate any applicable economic or trade sanction law or

regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

c) Failure with the legal requirements

The Assured's failure to observe and comply with the requirements of any law, or ordinance, court or regulatory body of any jurisdiction

d) If any provision of this policy is contrary to the mandatory provision of law or is not valid.

If any provision of this policy is contrary to the mandatory provisions of law or is not valid, that provision shall be deemed unwritten so that the validity of all other provisions is preserved.

The contracting parties shall immediately take the necessary steps to replace this non-valid provision by a valid provision which corresponds as much as possible the original intent of the parties and will be approved by all parties.

5.22 COLLECTIVE CONTRACT

When several companies are participating to the present contract, a leading Insurer is appointed in the particular conditions; failing which the first mentioned in the list of co-insurers acts as a leading Insurer. The insurance is subscribed by each company for its own part and without financial solidarity, at the same clauses and conditions than those applicable between the leading Insurer and the Policyholder.

The leading Insurer is deemed to be the agent of the other co-insurers to receive all declarations foreseen by the contract. The insured may address him every notification except those related to legal proceeding against the other co-insurers. The leading Insurer will inform the co-insurers without delay.

The leading Insurer receives the claim's declaration and informs the other co-insurers. He undertakes the necessary steps with a view to settle the claim and instruct the loss adjuster of the co-insurers, without prejudice of the right of each co-Insurer to appoint an underwriting agent of his choice.

All declarations made to the leading Insurer, all extensions or limitations of risks and conditions, all ratings, all claim's settlements, agreed with the leading Insurer, excluding cancellation and 'ex-gratia.

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DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used.

Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words “you”, “your” and “yours” refer to the Insured Person or persons named on the Particular Conditions. The words “we”, “us”, “our” and “ours” mean the insurance company named on the Particular Conditions.

The following words have the following meaning where used throughout the policy:

Aircraft

Any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Bodily injury

Bodily harm, including resulting sickness or disease, required care, loss of services or death.

Buildings

Shall mean the private dwelling, residential flat, stable, garage and all outbuildings of the Insured Person and his fixtures and fittings therein and the walls, gates and fences around and pertaining thereto and all other domestic improvements of a structural nature situated at the Location of Risk shown in the Particular Conditions and unless specifically mentioned the buildings are deemed declared by you to be constructed of brick, stone, concrete or reinforced concrete and roofed with concrete, reinforced concrete, slate, tile, metal, asbestos or a combination of asbestos and other incombustible mineral ingredients. Provided that buildings of the policy shall be deemed to exclude:

- a) Any property not belonging to you or for which you are not legally responsible;
- b) Any property which has been insured under contents of this policy.

Business

A part-time or full-time trade, occupation or profession, including farming or stud activities, other than incidental business.

Collectibles

Private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia.

Contaminant

Impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents

Household goods and personal property owned by, or in the possession of, you or a family member. If you or a family member are a tenant, contents includes additions, alterations, installations or fixtures that you paid for, or are responsible for, at the Location of Risk shown in the Particular Conditions.

Damages

Sum required to satisfy a claim, whether settled or agreed to in writing by us or resolved by judicial procedure.

Family member

Insured Person’s spouse, children, parents and other relatives who normally live in the same household.

Fine Art

Paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

Incidental business

Activity that does not produce gross revenues in excess of HKD80,000 in any year and does not involve employment of others for more than 1,000 hours in total during the policy period. Incidental business includes buildings listed on the Particular Conditions that you own.

<i>Insured Person</i>	<ul style="list-style-type: none"> a) You and/or a family member; b) Any additional Insured Person named in the policy Particular Conditions
<i>Jewelry</i>	Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set gemstones.
<i>Kidnap and ransom occurrence</i>	Actual or alleged wrongful taking of you or a family member, that includes a demand for ransom payment which would be paid by you or a family member in exchange for the release of that kidnapped person.
<i>Kidnap expenses</i>	<p>Reasonable costs for:</p> <ul style="list-style-type: none"> a) A professional negotiator; b) A professional security consultant; c) Professional security guard services; d) A professional public relations consultant; e) Travel, meals, lodging and phone expenses incurred by you or a family member; f) Advertising, communications and recording equipment; g) Related medical, cosmetic, psychiatric and dental expenses incurred by the kidnapped person with 12 months from that person's release; h) Attorneys fees; i) A professional forensic analyst; j) Earnings lost by you or a family member.
<i>Landscaping</i>	Your trees, lawn, shrubs, and other plants on the grounds of your building. Landscaping does not include forestry or bush.
<i>Loss of Limb(s)</i>	<ul style="list-style-type: none"> a) In the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; b) In the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.
<i>Loss of Eye(s)</i>	Total and irrevocable loss of sight in one or both eyes.
<i>Market Value</i>	Amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.
<i>Motor</i>	Any motorised land vehicle which requires motor vehicle registration or operator licensing. This includes self-propelled motor homes, motorcycles and attached trailers.
<i>Mould</i>	Any type or form of fungus, including but not limited to, all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas, or substance, including any by-products, produced or released by mould.
<i>Occurrence</i>	<ul style="list-style-type: none"> a) A loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the policy period and results in personal injury or property damage; b) An offence, including a series of related offences, committed during the policy period that results in personal injury or property damage.
<i>Particular Conditions</i>	The Policy Particular Conditions attached to this policy.
<i>Personal Injury</i>	<p>The following injuries, or death resulting from the following injuries:</p> <ul style="list-style-type: none"> a) Bodily injury; b) Wrongful detention, false imprisonment or false arrest; c) Shock, emotional distress, mental injury; d) Invasion of privacy; e) Defamation, libel or slander; f) Malicious prosecution; g) Wrongful entry or eviction.
<i>Pollutant</i>	Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

Property damage

Physical injury to, destruction of, or loss of use of tangible property.

Reconstruction Cost

The lesser of the amount at the time of the loss required to:

- a) Restore or repair a structure;
- b) Replace or rebuild a structure at the same location; with materials and workmanship of like kind and quality. This includes:
 - Fees from architects, surveyors and consulting engineers;
 - The cost of complying with the building regulation of a government or local authority;
 - The reasonable cost of removing debris that results from a covered loss;It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Unoccupied

Not lived in or not adequately furnished to be lived in.

Valuable article(s)

Personal property you own or possess, for which a sum insured is shown in the Private Collections section of the Particular Conditions.

Waste

Materials to be disposed of recycled, reconditioned or reclaimed.

Watercraft

Boat or craft designed for use on or over water.



CIRCLE ASIA Ltd.

Unit 1207, Leighton Centre

77 Leighton Road

Causeway Bay - Hong Kong SAR

T +852 3596 5160 - **F** +852 3796 3700

www.circlesgroup.asia info@circlesgroup.asia