



ArtPLUS HOUSEHOLD INSURANCE

Policy Wording

The policy, **schedule** and any **endorsements** form one document and together with the information **you** have provided form a contract between **you** and **us**.

We will insure **you** up to the amount insured shown in the **schedule** during the **period of insurance** for which **we** have accepted **your** premium, provided all the terms and conditions of the policy are complied with.

NOTES

- a. This is a legal document and should be kept in a safe place.
- b. Please read the policy, the **schedule** and any **endorsements** carefully. If they are not correct return them to **us**.
- c. **You** must inform **us** immediately of any change in circumstance that may affect this insurance. If **you** do not, **your** policy may be invalid.

SPECIMEN

DEFINITIONS

Definitions

Certain words in this policy have special meanings. These meanings are given below. To help **you** identify these words **we** have printed them in **bold**.

Additional expenses

- Architects', surveyors', consulting engineers' and legal fees;
- The cost of clearing the debris and making the **buildings** safe;
- The cost of complying with any government or local authority requirement following damage.

Aggravated burglary

A burglary during which the intruder(s) have physically assaulted a member of **your household**.

Agreed value

The value of an item agreed between **you** and **us** for the purposes of this policy only. **We** make no representations that this is the value that the item would attain if sold. The **agreed value** should not be relied upon for any purpose except insurance with **us**.

Bodily injury

Death, illness, personal injury or disease.

Buildings

- The structure of the **home**, domestic outbuildings and garages;
- Domestic greenhouse, tennis hard courts, swimming pools, patios, paths, drives, boundary and garden walls, gates and fences;
- **Fixtures and fittings** provided that it is not shown as covered in Section C of the **schedule**;

all at the address specified in the **schedule** for which **you** are legally responsible. **Buildings** do not include carpets or satellite dishes.

Business equipment

Electronic office equipment consisting of computers, printers, fax machines, photocopiers and scanners.

Close relative

Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal ward, legal guardian, partner or fiancé/fiancée.

Collection

The art, antiques and/or other property belonging to **you** or for which **you** are legally responsible and shown as covered in Section A of the **schedule**.

Consequential loss

Any additional **loss**, damage, cost, expense or other financial liability occurring as a result of any insured event.

Contents

- Household goods and household appliances; carpets and satellite dishes fixed to or in the **home**;
- **Your fixtures and fittings** provided that it is shown as covered in Section C of the **Schedule**, up to the amount insured specified therein in all;

- **Jewellery**, not specifically insured under Section D, up to a value of HK\$75,000 in all;
- Personal possessions;
- Wine and **collections**, not specifically insured under Section A up to a value of HK\$200,000 in all;
- Coins, stamps and medals, not specifically insured under Section A up to a value of HK\$75,000 in all;
- Gold, silver and plated articles not specifically insured under Section A up to a value of HK\$75,000 in all;
- **Money** up to HK\$75,000 in all;
- Trailers up to a value of HK\$75,000 in all

that are owned by or in the possession of **you** or **your household**.

Contents do not include:

- Property more specifically insured under any other section of this policy;
- **Buildings** or any part thereof;
- Any living thing;
- Mechanically propelled or assisted vehicles (other than motorised gardening equipment, golf buggies or invalid carriages), caravans, watercraft over 12 feet in length, hovercraft or aircraft (other than hand propelled or models) or parts or accessories.

Credit cards

Credit, cheque, charge, debit or cash dispenser cards.

Depreciation

The reduction in value of an item directly caused by damage to the item, less any repair or restoration cost. "**Depreciated**" shall be construed accordingly.

Endorsement

Any variation made to the policy agreed by **us** in writing.

Excess

The amount for which **you** are responsible in respect of each and every claim.

Fixtures and fittings

All items that are fitted to and form part of the structure of **your home** including:

- Wall coverings and other interior decorations;
- Bathroom suites;
- Fitted kitchens;
- Flooring but excluding carpets.

Home

The private dwelling(s) at the address(es) specified in the **schedule**, but not the garden, grounds, garage and outbuildings.

Household

You, your spouse or partner, children (including adopted and foster children), parents and other persons (but excluding tenant) all living permanently with **you** at the **home**.

Identity fraud

The unauthorised use of **your** personal identity with the intention of committing an unlawful act.



Jewellery

Gemstones, pearls, watches or items of gold, silver or other precious or semi precious metals and/or articles comprising them, designed to be worn on the person.

Loss

Physical loss.

Money

Cash, cheques, postal orders, bankers' drafts, travellers' cheques, savings stamps and certificates, premium bonds, gift tokens, all held for social or domestic purposes only.

Period of insurance

The time for which this policy is in force as shown in the **schedule**.

Permanently physically disabled

Total permanent loss of use of a limb, hand, foot or eyesight.

Premises

The **buildings** and the associated land at the address(es) specified in the **schedule** which are all used for domestic purposes.

Property in the open

Garden furniture, ornaments and statues which are not shown as covered in Section A of the **schedule** and other similar items that are usually left outside.

Safe

A strong lockable cabinet made by a specialist manufacturer specifically designed to protect **jewellery** and items of high value from theft or unauthorised removal.

Schedule

The document sent to **you** when **we** accepted this insurance and any subsequent amendment, whichever is the most recent, showing the name of the insured, the address of **your home**, **your** correspondence address, the amounts insured for each section of the policy and the **period of insurance**.

Unoccupied

Not lived in by **you** or by a person authorised by **you** for more than 60 consecutive days.

We/Us/Our

AXA General Insurance Hong Kong Limited.

You/Your

The person or persons shown in the **schedule** as the insured.

GENERAL CONDITIONS

Maintaining the amount insured

You must:

1. maintain the amount insured for unspecified items under Sections A and D at a level that represents the replacement cost or current market value, whichever is the greater. Any item over HK\$200,000 must be individually listed in a specification held by **us**;
2. maintain the amount insured under Section B at a level that represents the cost of rebuilding if all the **buildings** were destroyed, not including **additional expenses**;
3. maintain under Section C the amount insured at a level that represents the current cost for **contents** as new;

Your Obligations

Your obligations to **us** under this policy

1. The obligations on **you** in this section and the next (Making a Claim) must be properly observed at all times. A breach of these obligations material to any claim entitles **us** not to pay that claim.
 - a. take all reasonable steps to prevent accidents and **bodily injury** and to protect against **loss** or damage;
 - b. tell **us** of any change in circumstances which may affect this insurance. If **you** are not sure if any change of circumstances is relevant, **you** should tell **us** and let **us** decide;
 - c. tell **us** if building work is to take place at **your buildings** when the cost of the works exceeds HK\$300,000. **You** must tell **us** before entering into any contract for the works and **you** must comply with any condition relating to prevention of **loss** or damage **we** may impose;
 - d. keep all property insured in good condition and repair.

Making a claim

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a. tell **us** immediately, but in any event within 30 days, about any incident which **you** may need to claim for under the policy. If **you** do not, **we** will not have to pay **your** claim. **You** must allow **us** to enter and inspect **your premises** whenever **we** request;
 - b. immediately tell the police if **you** suspect there has been a crime and obtain a crime reference number;
 - c. immediately notify the carrier, in writing, of any **loss** or damage in transit and obtain a written acknowledgement;
 - d. immediately send **us**, without replying on it, any summons or other communication **you** receive in connection with any incident that may give rise to a claim under this policy. **You** must not admit, deny, negotiate or pay a claim or liability without **our** written consent. **We** are entitled, but not obliged, to take over and deal with, in **your** name, the defence or settlement of any claim.
2. **We** are entitled to take the benefit of **your** rights against another person before or after **we** have paid a claim, and take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any prospective payment under this insurance.
3. Where **we** have paid **you** the full or **agreed value** of a damaged item **we** are entitled, but not obliged, to take possession and ownership of that item. **You** must not dispose of it until **you** have **our** permission to do so.
4. **We** will automatically reinstate the amounts insured to the sums shown in the **schedule** after **we** pay a claim under Section B or C. **We** will not, however, automatically reinstate the amounts insured under Section A or D.
5. If **you** have not disclosed or have misrepresented any fact or circumstance which might affect **our** decision to provide insurance or the terms of that insurance, or **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false or provides false information in connection with any claim, **we** can refuse to pay any claim or **we** can treat the insurance as void.

6. In the event of a claim being made under this policy, **we** will not settle a claim in full or in part until all outstanding premiums have been paid.

Recovered Property

If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** may repurchase it from **us** within 60 days. **You** must repurchase the recovered item for either:

- a. the settled claim amount plus interest plus any recovery costs or expenses. Interest will be charged for the period between the date the claim was settled and the date **you** repurchase the item; or
 - b. the market value at the time of recovery and any recovery costs or expenses;
- whichever is less.

Cancellation

You have the right to cancel the policy at any time. **We** also have the right to cancel the policy at any time but must give **you** 14 days' notice. Upon cancellation, **you** are entitled to a return premium proportionate to the unexpired part of the **period of insurance** providing no claim has been submitted. If **you** cancel, **you** should write to **us**. If **we** cancel, **we** will write to **you**.

Non-payment of premium

We reserve the right to cancel this policy with effect from its inception in the event of non-payment of the premium, or if **you** are paying by installments the date when the last installment was due.

Governing Law

This policy is governed by and interpreted in accordance with the laws of Hong Kong and this policy is subject to the exclusive jurisdiction of the courts of Hong Kong.

Jurisdiction

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

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.

GENERAL EXCLUSIONS

Whilst **we** aim to make **our** policy comprehensive, there are certain things **we** cannot insure. Each section contains exclusions specific to it. The following apply to all sections.

THIS INSURANCE DOES NOT COVER

1. **Loss**, damage or expense caused by or resulting from:
 - a. Inherent defect, wear and tear, the nature of the item insured, gradual deterioration, insects, vermin, rust, corrosion, rot, mould, toxic mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
 - b. any process of heating, drying, cleaning, washing, dyeing, alteration, repair, maintenance, dismantling, restoration, decoration, but this exclusion does not apply to Sections A and D;
 - c. misuse, electrical or mechanical breakdown;
 - d. faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - e. confiscation, requisition, detention or destruction by, or by order of, any government, public or local authority or agency of them;
 - f. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - g. **your** own wilful act, or that of any member of **your household**; this exclusion does not apply to theft of insured property by **your** domestic employees;
 - h. coastal or river erosion;
 - i. normal settlement, shrinkage or expansion of the **buildings**.
2. **Loss**, damage or expense, or liability arising out of **loss**, damage or expense, which is directly or indirectly caused by, contributed to, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component;
 - c. the transmission of any communicable disease, human immune deficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any virus complex or syndrome that is related thereto;
 - d. pollution or contamination unless caused by:
 - i. a sudden identifiable unintended and unforeseen accident, and
 - ii. the accident causing the pollution or contamination is reported to **us** immediately or as soon as reasonably possible, and
 - iii. the accident causing the pollution or contamination occurs during the **period of insurance**.All pollution or contamination arising from one accident shall be deemed to have occurred at the time the accident takes place.
3. This insurance excludes any **loss** or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion only 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof, by any person or group 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 purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
4. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

5. **Loss**, damage or expense:
 - a. if the **home** is left **unoccupied** for more than 60 consecutive days unless **we** agree to this with **you** in writing;
 - b. while the **buildings** are undergoing demolition, structural alteration, structural repair or extension unless **we** agree to this with **you** in writing;
 - c. caused by theft, attempted theft, or accidental damage while the **buildings**, or any part of the **buildings**, are lent, let or sublet unless entry to or exit from the **buildings** is made using violence or force.
6. **Depreciation**, but this exclusion does not apply to Sections A and D.
7. Any property owned by or held in trust in connection with any business, profession or trade, except where specifically noted under Section C sub section 21, unless **we** agree to this with **you** in writing.
8. Liability arising directly or indirectly from any business, profession or trade.
9. Any accident, **bodily injury**, **loss** or damage occurring or expense incurred before the cover under this policy started.
10. Any claim which but for the existence of this insurance would have been compensated under any other policy.
11. Any liability arising on account of, or in connection with, any claim brought or maintained, in whole or in part, in the courts of the United States of America, or any state thereof, or Canada, or any state thereof.
12. Any punitive, aggravated, exemplary or other such damages awarded by any court.
13. Any sum in excess of that which the court of Hong Kong would have awarded in respect of any claim made against **you** or which **we** are liable to indemnify under this policy.
14. The cost of routine maintenance or redecoration.
15. **Loss**, damage or expense caused by or arising from escape of water from any fixed domestic water or heating installation, or from any fixed water tanks, apparatus or pipes while **your home** is **unoccupied** unless **you** keep the relevant **buildings** heated to a temperature of at least 5 degrees Celsius or shut off and drain the fixed water tanks, apparatus and pipes and the **buildings** are inspected at least once a week.
16. **Loss**, damage or expense caused by or resulting from subsidence, ground heave or landslip of the site on which the **home**, domestic outbuildings or garage stand:
 - a. to solid floor slabs unless the foundations beneath the external walls of the **home**, domestic outbuildings or garage are damaged by the same cause and at the same time; or
 - b. to paved terraces, patios, drives, paths, colonnades, walls, gates, fences and hedges, hard courts, swimming pools and other sports structures and domestic fixed fuel tanks, unless the **home** is also damaged by the same cause at the same time.
17. Any **consequential loss**.
18. The amount of any **excess** shown in the **schedule**.
19. Any expense incurred in preparing a claim.

SECTION A - THE COLLECTION

YOU ARE INSURED AGAINST THE FOLLOWING RISKS:

1. **Loss** of or damage to the **collection** while in the **home** or anywhere in the world, provided always that the **collection** is securely and adequately packed while in transit and if not transported by a professional carrier, then under the custody and control of **you** or a member of **your household** or a person appointed by **you**.
2. The most **we** will pay is:
 - a. the cost of restoration and the resulting percentage by which a damaged item, or any pair or set of which it is a part, has **depreciated**; or
 - b. the **agreed value** shown in the **schedule** or in a specification held by **us**, or the market value of an unspecified item on the date of loss, if the item is lost or beyond economic repair and in either case any expense incurred with **our** prior written approval.
The **depreciation** must be established by an independent expert agreed by **us**. **We** may at **our** option replace any lost or damaged item if it is possible for the artist to remake the item without compromising the value of the work.
3. The amount payable under the policy will be based on the **agreed value** of the item which has been lost or damaged. **We** will not be liable for more than the **agreed value** of the item.
4. For items not specified in the **schedule** or individually listed in a specification held by **us** the most **we** will pay is HK\$200,000 for any one item, pair or set. Under no circumstances will **we** pay more than the total amount insured for unspecified items as shown in the **schedule**.

New acquisitions

5. **Loss** of or damage to items forming any part of the **collection** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 60 days and an additional premium is paid. The maximum **we** will pay under this sub section is 30% of the amount insured for the **collection** as shown in the **schedule**.

Pairs and sets

6. In respect of **loss** of or damage to a pair or set, **we** will pay **you** the **agreed value** of the entire pair or set for a specified item or the market value on the date of **loss** of the entire pair or set for an unspecified item if **you** surrender the undamaged article(s) of the pair or set to **us**. For items not specified on the **schedule**, the most **we** will pay under this section is HK\$200,000 for any pair or set.

Restoration, repair or similar processes

7. **Loss** of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration provided that this is conducted by a member of a professional body or organization agreed by **us** in writing in advance of the process.

Emergency evacuation of the collection

8. The reasonable cost of transporting **your collection** to and from, and placing it in, secure storage if:
 - a. **your home** is rendered uninhabitable, or in **our** sole opinion the security of **your home** is compromised, as a result of sudden **loss** of or damage to **your home**, its **contents**, or the **collection**; or
 - b. a statutory or regulatory body or agency prohibits occupation or use of **your home**; until either such time as the **loss** or damage is rectified, or the local authority allows **you** to resume occupancy of **your home**. The maximum **we** will pay under this sub section, provided that **you** have **our** prior written agreement to incur these costs, is 15% of the amount insured under this section for the **collection** as shown in the **schedule**.

Lack of, or defective, title

9. a. The amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:
 - i. the vendor's lack of title, or defective title, to the item purchased by **you**;
 - ii. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.
- b. Legal costs **you** incur, with **our** prior consent, in defending claims in respect of any defective or lack of title claim made against **you**.

You are not insured for any claim made against **you**

- a. Outside the **period of insurance**;
- b. In respect of a purchase made prior to the retroactive date stated in the **schedule**;
- c. arising from any purchase made by you other than from a credible auctioneer or dealer.

The maximum **we** will pay under this sub section is 10% of the amount insured for the **collection** as shown in the **schedule**, subject to a maximum of HK\$250,000 per claim and in aggregate during the **period of insurance**.

Death of Artist

10. **You** are also insured against an increase in value of the works of an artist who dies during the **period of insurance** where such works suffer **loss** or damage within six months of the death of the artist and where such increase means that the current market value of the item(s) affected is higher than their **agreed value**, provided that **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any **loss** or damage. The most **we** will pay for such increase is 100% of the **agreed value** subject to a limit of HK\$1,500,000 in total during the **period of insurance**. If **you** are unable to provide a professional valuation or purchase receipt and proof of increase value then this extension will not apply.

SECTION B - BUILDING

YOU ARE INSURED AGAINST THE FOLLOWING RISKS:

1. **Loss** of or damage to **your buildings**.
2. **We** will pay the cost of repair or reinstatement of the damaged part of the **buildings** up to the amount insured shown in the **schedule** provided that the work is carried out without delay. However, **we** will not pay for any **depreciation** of market value beyond the cost of repair or reinstatement.
3. **We** will not pay for **loss** of or damage caused by:
 - a. frost, except to fixed water tanks, apparatus and pipes;
 - b. chewing, scratching or fouling by domestic pets;
 - c. storm, flood, or lopping, topping or felling of trees or shrubs to gates or fences.

Additional expenses

4. Any necessary and reasonable **additional expenses** which **you** incur in reinstating the **buildings** following damage insured under Section B, up to a maximum of 25% of the amount insured for the **buildings** as shown in the **schedule**.

Alternative accommodation and loss of rent

5. The reasonable additional costs of providing alternative accommodation necessarily incurred by **you** which **we** have agreed in advance or loss of rent which **you** are unable to recover if and only for as long as:
 - a. the **buildings** are rendered uninhabitable by **loss** or damage insured under Section B;
 - b. a statutory or regulatory body or agency prohibits occupation or use of **your home**.

We will not pay for loss of rent or alternative accommodation for more than one year. The maximum **we** will pay in aggregate under this sub section is 25% of the amount insured for **buildings** as shown in the **schedule**.

Damage to gates or fences by falling trees or branches

6. Damage to gates or fences at **your premises** caused by falling trees or branches. The maximum **we** will pay under this sub section is HK\$25,000 in respect of any one incident. **We** will not, however, pay for damage caused by lopping, topping or felling of trees or shrubs.

Emergency access

7. The cost of repairing **your home** up to HK\$20,000 as a result of damage caused in attending a medical emergency.

Locating a leak

8. The cost of locating a leak from **your** fixed domestic water installation. The maximum **we** will pay under this sub section for any one incident and in all during the **period of insurance** is the amount insured for the **buildings** as shown in the **schedule**, but not more than HK\$150,000 for locating a water leak outside the **home**. **We** will not cover the cost of repairs to any fixed domestic water installation.

SECTION C - CONTENTS

YOU ARE INSURED AGAINST THE FOLLOWING RISKS:

1. **Loss** of or damage to **contents** while they are in the **home**, domestic outbuildings or garages or anywhere in the world, provided always that they are securely and adequately packed while in transit.
2. **We** will pay:
 - a. the cost of repair if the item is damaged;
 - b. the cost of replacement as new if the item is lost or beyond economic repair;and in either case any expense incurred with **our** prior written approval.
3. The maximum **we** will pay in respect of:
 - a. **loss** of or damage to **contents** in the possession of members of **your household** who are student temporarily living away from **home** is the amount insured for **contents** as shown in the **schedule**.
 - b. personal possessions which belong to **your** guests and other persons lawfully on **your premises** is the amount insured for **contents** as shown in the **schedule**.
4. **We** will not pay for **loss** of or damage to **jewellery, money** and **credit cards** belonging to **your** guests, staff and other persons in **your home** (see also General Exclusions on pages 7-8)
5. The amount payable under the policy for an individually specified item will not exceed the amount shown in the **schedule** for that item.
6. Under no circumstances will **we** pay more than the cost of replacement as new for each item immediately prior to **loss** or damage.

New acquisitions

7. **Loss** of or damage to **contents** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 60 days and an additional premium is paid. The maximum **we** will pay under this sub section is 30% of the amount insured for **contents** as shown in the **schedule**.

Alternative accommodation, rent payable and loss of rent

8. If **your home** is rendered uninhabitable by **loss** or damage covered by this policy, or the local authority prohibits access to **your home**, and provided that **you** have **our** prior written agreement, **we** will pay either:
 - a. the reasonable cost of alternative accommodation which **you** as occupier of the **buildings** incur for **your household** and **your** domestic pets; or
 - b. any rent for which **you** are liable as occupier; or
 - c. loss of rent which **you** are unable to recover.

We will not pay for alternative accommodation, rent payable or loss of rent for more than one year. The maximum **we** will pay in all under this sub section is 25% of the amount insured for the **collection** and **contents**.

Tenant's improvements

9. **Loss** of or damage to **fixtures and fittings** installed by **you** as tenant of the **home** at **your** expense. The maximum **we** will pay under this sub section is up to 10% of the amount insured for **contents** as shown in the **schedule** or the specified amount insured shown in the **schedule** whichever is higher.

Metered water and domestic heating oil

10. **Loss** of metered water or domestic heating oil at the **premises**. The maximum **we** will pay under this sub section for any one incident and in all during the **period of insurance** is the amount insured for the

contents as shown in the **schedule**. **We** will not cover the cost of repairs to any fixed domestic water or heating installation.

Property in the open

11. **Loss** of or damage to **property in the open** but within the boundary of the **premises**. The maximum **we** will pay under this sub section is HK\$100,000 in respect of any one incident or the specified amount insured shown in the **schedule**, whichever is higher.

Marquees

12. **Loss** of or damage to any marquee under **your** custody and control, or on loan or hire to **you** from any third 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.

Replacement of title deeds, securities, certificates and documents

13. The cost of replacing title deeds, securities, certificates and identity documents if they are lost or damaged.

The maximum **we** will pay under this sub section is HK\$500,000 in total during the **period of insurance**.

Replacement of keys and locks

14. The cost of replacing and fitting the locks of external doors and windows, intruder alarms or **safes** at the **buildings** if any keys to the locks are stolen or lost anywhere in the world.

The maximum **we** will pay under this sub section is the amount insured for the **contents** as shown in the **schedule**.

Freezer contents

15. Notwithstanding the wording of General Exclusion 1c, **we** will pay for **loss** of or damage due to putrefaction of the contents of **your** freezer and/or refrigerator at the **premises** caused by:

- a. accidental failure of the freezer and/or refrigerator;
- b. refrigerant fumes escaping from the equipment;
- c. accidental failure of the electricity or gas supply.

The maximum **we** will pay under this sub section is the amount insured for the **contents** as shown in the **schedule**. **We** will not pay for **loss** or damage caused by (see also General Exclusions on pages 7-8):

- i. the deliberate act of any electricity or gas company or the exercise by any such company or authority of its power to withhold or restrict supply;
- ii. failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas company;
- iii. **your** failure to maintain the equipment in good serviceable condition.

Pedal cycles

16. **Loss** of or damage to **your** pedal cycles and their accessories, occurring anywhere in the world. The maximum **we** will pay under this sub section is the amount insured for the **contents** as shown in the **schedule**.

17. **We** will not pay for **loss** of or damage (see also General Exclusions on page 7-8):

- a. to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time;
- b. while the pedal cycle is used for racing or is hired or lent to anyone not a member of **your household**;
- c. caused by theft when left outside the **premises** unless it is attached by an appropriate security device to a permanently fixed structure.

Acquired disability

18. The cost of reasonable and necessary alterations to **your home** to enable **you** to live unassisted if **you** have become **permanently physically disabled** as a direct result of a sudden and unforeseen accident during the **period of insurance**. The maximum **we** will pay under this sub section is HK\$400,000 in respect of any one incident.
For the purposes of this extension, the definition of "**you**" extends to include **your** spouse/ partner and dependent children permanently residing at **your home**.

Relatives residing in a care home

19. **Loss** of or damage to **contents** owned by **your close relatives** who are permanently residing in a care home, providing that no other insurance is in force. The maximum **we** will pay under this sub section is HK\$150,000 in respect of any one incident.

Data replacement

20. The cost of retrieving and/or replacing lost personal data as a result of **loss** or damage, insured under Section C: **Contents**, to **your** computer. The maximum **we** will pay under this sub section is HK\$50,000 in respect of any one incident. **We** will not pay the cost of replacing or restoring any hardware or software, or any **consequential loss**.

Business equipment

21. **Loss** of or damage to **your business equipment** whilst kept at **your home**. The maximum **we** will pay under this sub section is HK\$150,000 in any one **period of insurance**.

Credit cards

22. Any amounts **you** become legally liable to pay following unauthorised use of **your credit cards**, issued in Hong Kong to **you** or a member of **your household**, after they are lost or stolen from **your home** or while anywhere in the world, while in the custody or control of a member of **your household**. **You** must tell the card issuer within 24 hours of the **loss** being discovered. The maximum **we** will pay under this sub section for any one incident and in all during the **period of insurance** is HK\$300,000.
23. **We** will not pay for (see also General Exclusions on pages 7-8):
- credit cards** held for business or professional purposes;
 - unauthorised use of a **credit card** by a member of **your household** or immediate family;
 - any claim resulting from the theft or **loss** of a **credit card** where **you** or **your household** have failed to comply with all terms and conditions under which it was issued.

Identity fraud expenses

24. The cost of reasonable and necessary solicitor's fees that **you** incur as a result of an **identity fraud**, to:
- reinstate **your** consumer credit rating;
 - remove incorrect judgments;
 - defend a claim against **you** by financial institutions;
- provided that the fees are incurred with **our** prior written approval. The maximum **we** will pay under this sub section is HK\$200,000 in any one **period of insurance**.

Fatal injury

25. If any member of **your household** suffers physical injury at the **premises**, which proves fatal within 12 months, as a result of fire or violence caused by burglars, **we** will pay **you** or **your** legal personal representative HK\$50,000 for each person so injured.

Golf hole-in-one

26. Food and drink expenses **you** incur in the clubhouse of any recognized golf course on the day and as a direct result of achieving a hole-in-one on the same course during the **period of insurance**, provided that **you** are playing as an individual amateur golfer in a friendly or competitive game. **You** will provide a signed and counter-signed scorecard evidencing the hole-in-one along with receipts for the expenses incurred.
- The maximum **we** will pay is HK\$10,000 per hole-in-one and HK\$25,000 in total during the **period of insurance**.

SPECIMEN

SECTION D - JEWELLERY

YOU ARE INSURED AGAINST THE FOLLOWING RISKS:

1. **Loss** of or damage to **your jewellery** within **your home** or anywhere in the world or as set out in **your schedule**.
2. The most **we** will pay is:
 - a. the cost of restoration and the resulting percentage by which a damaged item, or any pair or set of which it is a part, has **depreciated** or;
 - b. the **agreed value** shown in the **schedule** or in a specification held by **us**, or the market value of an unspecified item on the date of loss, if the item is lost or beyond economic repair;and in either case any expense incurred with **our** prior written approval.
The **depreciation** must be established by an independent expert agreed by **us**.
3. The amount payable under the policy will be based on the **agreed value** of the item which has been lost or damaged. **We** will not be liable for more than the **agreed value** of the item.
4. For items not specified in the **schedule** or individually listed in a specification held by **us**, the maximum **we** will pay is HK\$75,000 for any one item, pair or set. Under no circumstances will **we** pay more than the total amount insured for unspecified items as shown in the **schedule**.

New acquisitions

5. **Loss** of or damage to **jewellery** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 60 days and an additional premium is paid. The maximum **we** will pay under this sub section is 30% of the amount insured for **jewellery** as shown in the **schedule**.

Pairs and Sets

6. **We** will pay **you** the **agreed value** of the entire pair or set for a specified item or the market value on the date of **loss** of the entire pair or set for an unspecified item, if **you** surrender the undamaged article(s) of the pair or set to **us**. For items not specified on the **schedule**, the most **we** will pay under this sub section is HK\$75,000 for any pair or set.

Restoration, repair or similar processes

7. **Loss** of or damage to items undergoing restoration, repair or any process of heating, drying, cleaning, washing, dyeing, alteration, maintenance, dismantling or decoration, but excluding the recutting of stones.

SECTION E – WORLDWIDE PERSONAL AND OCCUPIER’S LIABILITY

YOU ARE INSURED AGAINST THE FOLLOWING RISKS:

1. Personal Liability (including domestic helper):

Any amount that **you**, **your** family members (residing with **you**) and **your** domestic helpers (while he/she is performing the duties) become legally liable to a third party at **your home** or anywhere in the world as a result of

- i. accidental **bodily injury** (including death or disease) to any person
- ii. accidental **loss** of or damage to their property

arising from an accident which happens during the **period of insurance**.

We will also, within the limit of liability, pay legal cost and expense recoverable by any claimant and all costs and expenses agreed by **us** in writing.

We will not pay more than the amount insured for Personal Liability (including domestic helper) as shown in the **schedule** per claim and in total under this policy.

2. Owner’s Liability in Common Area:

We will also pay any amount that **you** become legally liable to a third party as a part owner of the common parts of the building of which **your home/buildings** forms part resulting from an accident which causes **bodily injury** or physical damage to property and which happens during the **period of insurance**.

The indemnity is provided only under the following conditions:

- i. This cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the joint-owners of the building (referred to hereinafter as “the Primary Policy”) in relation to such common parts of the building; or
- ii. Where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

Subject to policy limit, the indemnity include legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **us** in writing.

We will only indemnify **you** in respect of **your** separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the building as determined in accordance with Section 39 of the Ordinance.

We will not pay more than the amount insured for Owner’s Liability in Common Area as shown in the **schedule** per claim and in aggregate under this policy. The expressions “Common Parts”, “Building” and “Owner(s)” have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as “the Ordinance”)

3. Tenant’s Liability (applicable if the home is rented):

We will pay for the amount, including legal costs and expenses recoverable by any claimants and all costs and expenses agreed by **us** in writing, up to but not exceeding the extent **you** become legally liable as tenant for any reasonable cost of repair in respect of accidental damage to the **buildings** resulting from an accident which happens during the **period of insurance**. **We** will not pay more than the amount insured for Tenant’s Liability (applicable if the home is rented) as shown in the schedule per claim and in aggregate under this policy.

4. Independent Contractor's Liability:

We will pay for the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by **you** or under a contract for service with **you** or any person working for or employed by the said independent contractor) and all costs and expenses agreed by **us** in writing, up to but not exceeding the extent **you** become legally liable for compensation to accidental **bodily injury** or accidental damage to property arising out of or caused by or in connection with the alteration of and/or addition to the **premises**.

Provided that

- a. the contract value of such alteration and/or addition shall not exceed HK\$300,000 for each contract and;
- b. the accident happens during the **period of insurance**.

We will not pay more than the amount insured for Independent Contractor's Liability as shown in the **schedule** per claim and in aggregate under this policy.

The maximum **we** will pay for claims in aggregate under this Section E is the amount insured for Worldwide Personal and Occupier's Liability as shown in the **schedule**.

WE WILL NOT PAY FOR (TO APPLY THROUGH SECTION E):

1. Liability in respect of injury to **your household**, or any person under a contract of service with **your household**, and arising out of, and in the course of, such person's employment by **your household**.
2. Liability in respect of **loss** of or damage to property which belongs to or is in **your household's** care or the care of any person under contract of service with **your household**.
3. Liability arising from:
 - a. any wilful or malicious act
 - b. the pursuit by **your household** for any trade business profession or employment
 - c. the occupation or ownership of any land or building other than
 - i. the **home** as specified in the **schedule**
 - ii. the occupation only of any temporary residence e.g. hotel
 - d. the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
 - e. any agreement where such liability would not have attached in the absence of such agreement
 - f. any criminal activity
4. Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong.
5. Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
6. Any cost arising from wear and tear or making good the **home** whether **you** are legally liable for such costs under the terms of any tenancy agreement or not (applicable to Tenant's Liability only).

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 (including credit information and claims history) 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. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. 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;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. 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. 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;
3. 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;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
7. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other

persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

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
5/F AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, 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.

CARING FOR OUR CUSTOMERS

DISPUTES PROCEDURE

If we admit liability to you under the policy but any dispute or difference arises between you and us about the amount we should pay you, any such dispute or difference must be determined by the arbitration of a single arbitrator to be agreed between you and us, or failing agreement within 14 days after either you or we have given to the other a written request to concur in the appointment of an arbitrator by an arbitrator to be appointed by the Hong Kong International Arbitration Centre. You shall not take legal action against us over a dispute before the arbitrator has made an award.

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard You would expect Us to meet, the procedure below explains what You should do

- Your first point of contact should always be Your insurance agent. Alternatively, You may submit Your feedback to the AXA Manager in charge of the matter You are raising.
- If, following contact with the above, You feel that You require further assistance then please write to

Chief Executive Officer
AXA General Insurance Hong Kong Ltd.
5/F AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

- An acknowledgment that Your complaint has been received will be sent to You within two working days following which Your complaint will be investigated. We will contact you from your registered mobile phone number.
- AXA General Insurance Hong Kong Limited is a member of the Insurance Claims Complaints Bureau. If Your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, You may write to the Insurance Claims Complaints Bureau at the following address

Insurance Claims Complaints Bureau
29/F, Sunshine Plaza,
353 Lockhart Road,
Wanchai, Hong Kong

If the Insurance Claims Complaints Bureau decides that Our handling of Your claim has been unreasonable or technically incorrect, their decision is binding on Us by the terms of an agreement We have signed.

Important: please remember to quote Your Certificate of Insurance reference in any communication.

Note: All amounts are in Hong Kong Dollar