



 Insurance

The background of the advertisement is a black and white photograph of a modern living room. In the center is a large, light-colored sofa with several decorative pillows. Behind the sofa is a large, circular wall-mounted artwork depicting a traditional East Asian landscape painting. In front of the sofa is a low, wide coffee table with a textured surface. On the coffee table are various decorative items, including a small mountain sculpture, a candle holder, and a vase. To the right of the coffee table is a small, round side table with a modern design. The room has large windows with vertical blinds in the background. A red geometric line, resembling a stylized 'X' or a parallelogram, is overlaid on the image, passing through the text.

In harmony with your lifestyle

tailorMade Home
Terms and conditions

Contents

Home Insurance Policy wording.....	2
1. Important Information	2
Words in bold.....	2
About your contract of insurance	2
Information you have given us	2
Changes we need to know about	2
Sums insured.....	3
Complaints	3
2. What is Insured.....	4
Section A: Buildings.....	4
Section B: Contents.....	5
Section C: Collection	9
Section D: Jewellery	12
Section E: Your Liabilities	13
3. General Exclusions	16
4. Making a Claim	20
5. General Terms and Conditions.....	22
Prevention of loss or damage	22
Non-payment of premium	22
Reinstatement of the insured amounts.....	22
Other insurance	22
Your contract duration.....	22
Your cancellation rights	22
Our cancellation rights.....	22
Governing law and jurisdiction	23
Contracts (Rights of Third Parties) Ordinance	23
Sanctions.....	23
6. Definitions	24

Home Insurance Policy wording

1. Important Information

Words in bold

Certain words in this policy have special meanings. These meanings are found in Section 6 (Definitions) of the policy. To help **you** identify these words we have printed them in **bold**.

About your contract of insurance

The policy wording, **schedule**, the table of limits, and any **endorsements** form a contract between **you** and **us**. These documents explain the cover provided in detail as well as **your** responsibilities and any terms and conditions which **you** are required to comply with.

Please read the policy wording, the **schedule**, the table of limits, and any **endorsements** carefully and keep them in a **safe** place. It is important that **you** understand these documents and are satisfied that they have been prepared in accordance with the cover that **you** have requested. If they are not correct please inform **us** (directly or through **your** insurance adviser) as soon as possible. We recommend that **you** review **your** policy regularly to ensure that it is adequate to meet **your** needs.

If **you** have any questions about **your** policy please contact **us** (directly or through **your** insurance adviser). Please have details of the policy, including **your** policy reference, available to enable the enquiry to be dealt with efficiently. **Your** policy reference can be found on **your schedule**.

Information you have given us

You must take reasonable care to make sure that the answers to any questions we ask at the start and at each renewal, extension or variation of **your** policy are accurate and complete.

Changes we need to know about

At each renewal, extension and variation of the policy **you** must tell **us** (directly or through **your** insurance adviser) as soon as possible if any of the information provided by **you** to **us** when we agreed to insure **you** has changed. During the **period of insurance** **you** must also tell **us** (directly or through **your** insurance adviser) about the following changes as soon as possible:

- any changes to the people insured or to be insured;
- any changes to the use of **your** home (e.g. if **your** home is to be lent, let or sub-let or used for business purposes);
- any changes to the occupancy of **your** home (e.g. where **your** home becomes **unoccupied**);
- any changes to locks, alarms, **safes** or other security measures in **your home**;
- any reduction in the protection at **your home** against the risk of fire or fire spread; or
- if building work exceeding HKD 500,000 is to take place to the **buildings**. **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** impose. **You** must not enter into any contract that restricts or removes **your** or **our** legal rights against any contractor.

When **you** notify **us** of a change, **we** will tell **you** if this affects **your** policy. If **we** are able to accept the change, **we** may apply additional or revised terms to **your** policy and / or may charge an additional premium.

If you are unsure if you need to tell us about a change you should contact us or your insurance adviser.

Sums insured

To ensure that **you** remain fully protected for the duration of the policy it is a condition of **your** policy that **you**:

- maintain the sum insured under Section A (Buildings) at a level that represents the cost of rebuilding all the **buildings** to the same specification if they were destroyed, not including **expert costs**;
- maintain the sum insured under Section B (Contents) at a level that represents the cost of purchasing new replacements;
- maintain the sum insured for unspecified items under Sections C (Collection) and D (Jewellery) at a level that represents the replacement cost or current **market value**, whichever is the greater. Any item under Section C (Collection) over HKD400,000 and under Section D (Jewellery) over HKD100,000 must be individually listed in a specification held by **us** or **your** insurance adviser.

We recommend that **you** review the sums insured regularly to ensure they are adequate. If **you** think the sums insured are not adequate, please contact **us** or **your** insurance adviser as soon as possible.

Complaints

We strive to give all **our** customers an excellent standard of service. However if **you** are dissatisfied with any aspect of **our** handling of **your** insurance, please follow the complaints procedure in accordance with the Caring for Our Customers section.

2. What is Insured

Section A: Buildings

Main cover

1. Buildings

You are insured against loss of or damage to **your buildings**.

We will pay the cost of repair or rebuilding up to the sum insured shown in the **schedule** provided that the work is carried out without delay.

Additional cover

The following items are covered in addition to the sum insured for **buildings**. **We** will not pay more than the amount listed in the table of limits for each of these items:

1. New acquisitions

Loss of or damage to **fixtures and fittings** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and an additional premium is paid.

2. Trace and access (outside)

The cost of locating a leak from the underground service pipes serving **your home** for which **you** are legally responsible outside the **home** but at the address shown in the **schedule**.

3. Trace and access (inside)

The cost of locating a leak from **your** fixed domestic water or heating installations inside the **home**.

4. Damage to the garden

Loss of or damage to the garden of the **buildings** caused by:

- fire;
- lightning;
- collision or impact by vehicles, animals or aircraft or anything dropped from them; or
- theft or vandalism.

The most **we** will pay for any one tree, plant or shrub is the amount listed in the table of limits. The most **we** will pay in total under this sub-section during the **period of insurance** is 10% of the sum insured for **buildings**.

5. Emergency access

The cost of repairing **your home** as a result of damage caused to **your home** during a medical emergency.

6. Damage to gates or fences by falling trees or branches

Damage to gates or fences at **your premises** caused by falling trees or branches. The maximum **we** will pay under this sub section is HKD 50,000 in respect of any one incident. **We** will not, however, pay for damage caused by lopping, topping or felling of trees or shrubs.

Additional expenses

We will pay in addition to the sum insured for **buildings** the necessary and reasonable costs listed below that **you** incur in repairing or rebuilding the **buildings** following **loss** or damage covered by this policy. **We** will not pay more than the amount listed in the table of limits for each of them.

1. Expert costs

Architects', surveyors', consulting engineers' and legal fees incurred to replace, repair or rebuild the **buildings**.

2. Regulatory compliance costs

The cost of complying with any government and / or local authority requirements relating to the repair or rebuilding works, following a covered **loss** or damage.

3. Clean up costs

The cost of cleaning up the debris of the **buildings** including their disposal or destruction.

4. Emergency access repair costs

The cost of repairing damage caused to **your premises** by the fire brigade, law enforcement officers and / or medical services gaining emergency access.

Alternative accommodation and loss of rent

If **your home** is rendered uninhabitable by **loss** or damage to the **buildings** covered by this policy, or the local authority prohibits **you** or **your** tenants from living in **your home** or prohibits access to **your home**, and provided that **you** have **our** prior written agreement, **we** will pay either:

- the reasonable cost of alternative accommodation which **you** as occupier of the **buildings** incur for **your household** and **your** domestic pets; or
- **loss** of rent which **you** are unable to recover.

We will pay for alternative accommodation or **loss** of rent until **your home** can be occupied again subject to a maximum period of one year from the date of **loss** or damage and up to 25% of the amount insured for Section in the **schedule**.

Section B: Contents

Main cover

1. **You** are insured against **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 either:
 - the cost of repair if the item is damaged; or
 - the cost of replacement as new if the item is lost or beyond economic repair.

3. The amount payable under the policy for an individually specified item will not exceed the amount shown in the **schedule** for that item.

4. Under no circumstances will **we** pay more than the cost of replacement as new for each item.

5. **Special limits**

We will allow the following categories of property to form part of the total sum insured for contents. **We** will not pay more than the amount listed in the **schedule** for **loss** or damage to all items falling within each of the following categories.

- **jewellery** unless **your schedule** has a separate sum insured for **jewellery** under Section D (Jewellery);
- Wine and Collections, unless **your schedule** has a separate sum insured for these items under Section C (Collection)
- coins, stamps and medals unless **your schedule** has a separate sum insured for these items under Section C (Collection);
- gold, silver and plated articles unless **your schedule** has a separate sum insured for these items under Section C (Collection);
- **money**;
- trailers;
- rowing boats, dinghies and sailboards;
- contents in the possession of members of **your household** who are students temporarily living away from **home**.

Additional cover

The following items are covered in addition to the total sum insured for **contents**. **We** will not pay more than the amount listed in the table of limits for each of these items.

1. **New acquisitions**

Loss of or damage to contents newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and **you** pay an additional premium. The maximum **we** will pay under this sub-section is 30% of the sum insured for the **contents**.

2. **Personal possessions of guests**

Loss of or damage to personal possessions which belong to **your** guests and other persons lawfully on **your premises**. **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 premises**.

3. **Property in the open**

Loss of or damage to **property in the open** but within the boundary of the **premises**.

4. **Marquees**

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.

5. **Credit cards**

Any amounts **you** become legally liable to pay following unauthorised use by a **third party** of **your credit cards** issued to **you** or a member of **your household**, after they are lost or stolen from **your home**. **We** also provide cover under this sub-section where the **credit cards** have been lost or stolen anywhere in the world but only if they are in the custody or control of a member of **your household**. **We** will only provide cover under this sub-section if **you** have complied with all terms and conditions under which the cards have been issued.

In all cases **you** must report the **loss** or theft to the card issuer within 24 hours of discovery.

6. **Identity fraud expenses**

The cost of reasonable and necessary solicitor's fees that **you** incur with **our** prior written approval as a result of an **identity fraud**, to:

- reinstate **your** consumer credit rating;
- remove incorrect judgments; or
- defend a claim against **you** by financial institutions.

7. **Data replacement**

The cost of retrieving and / or replacing lost personal documents, personal data, digital photographs, digital music or digital videos as a result of a covered **loss** or damage, to **your** computer or mobile devices. **We** will not pay the cost of replacing or restoring any hardware or software, or any consequential financial **loss**.

8. **Metered water and domestic heating oil**

Loss of metered water or domestic heating oil at the **premises**. **We** will not cover the cost of repairs to any fixed domestic water or heating installation.

9. **Freezer contents**

Loss of or damage due to spoilage or decay of the contents of **your** freezer and / or refrigerator at the **premises** caused by:

- accidental failure of the freezer and / or refrigerator;
- refrigerant fumes escaping from the equipment; or
- accidental failure of the electricity or gas supply, excluding deliberate acts of any electricity or gas company to withhold or restrict supply and excluding failure of supply due to strikes or other industrial action.

No **excess** will apply to this cover.

10. **Relatives residing in a care home**

Loss of or damage to contents owned by **your close relatives** who are permanently residing in a care home, providing that no other insurance covers these **contents**.

11. **Acquired disability**

The cost of reasonable and necessary alterations to **your home** (as specified in a report prepared by an occupational therapist whom **we** have instructed) to enable **you** or a member of **your household** to live unassisted if **you** or a member of **your household** have become **permanently physically disabled** as a direct result of a sudden and unforeseen accident during the **period of insurance**.

12. Fatal injury

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 the amount listed in the table of limits for each person so injured.

13. Tenant's improvements

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.

14. Replacement of title deeds, securities, certificates and documents

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

15. Pedal cycles

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**.

We will not pay for **loss** of or damage:

- 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 a member of **your household**;
- caused by theft when left outside the **premises** unless it is attached by an appropriate security device to a permanently fixed structure.

16. Golf hole-in-one

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.

17. Business equipment

Loss of or damage to **your business equipment** whilst kept at **your home**.

Additional expenses

We will pay in addition to the sum insured for **contents** the necessary and reasonable costs listed below that **you** incur following **loss** of or damage to **your contents** covered by this policy. **We** will not pay more than the amount shown in the table of limits for each of them.

1. Clean up costs

The cost of cleaning up the debris of insured items including their disposal or destruction.

2. Emergency access repair costs

The cost of repairing damage to **your contents** caused by the fire brigade, law enforcement officers and/or the medical services gaining emergency access.

3. **Transport and storage costs**

The reasonable cost of transporting **your contents** to secure storage and back to **your home**, if:

- **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** or its **contents**; or
- 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**.

These costs may include, but will not be limited to the cost of securely packing the objects, the cost of hiring the services of a removal company which is suitably competent and experienced in the transport of these types of objects and the cost of hiring a suitable and secure storage unit.

4. **Replacement of keys and locks**

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.

5. **Security upgrade**

The cost of upgrading **your home's** alarm and physical protections following an **aggravated burglary** at **your home** during the **period of insurance**, must be in accordance with our recommendation.

Alternative accommodation and loss of rent

If **your home** is rendered uninhabitable by **loss** of or damage to the contents covered by this policy, or the local authority prohibits **you** or **your** tenants from living in **your home** or prohibits access to **your home**, and provided that **you** have **our** prior written agreement, **we** will pay either:

- the reasonable cost of alternative accommodation which **you** as occupier of the **buildings** incur for **your household** and **your** domestic pets; or
- any rent for which **you** are liable as occupier; or
- **loss** of rent which **you** are unable to recover.

We will pay for alternative accommodation, rent payable or loss of rent until **your home** is capable of being occupied again subject to a maximum period of one year from the date of **loss** or damage and up to 25% of the amount insured for Section B and C in the **schedule**.

We will not pay for alternative accommodation or **loss** of rent under this section if **we** pay for alternative accommodation or loss of rent under Section A (Buildings) of this policy as a result of the same incident.

Section C: Collection

Main cover

1. **You** are insured against accidental **loss** of or damage to the **collection** while in the **home** or anywhere in the world.

The **collection** has to be securely and adequately packed while in transit and either transported by a professional carrier or under the custody and control of **you**, a member of **your household** or a person appointed by **you**.

2. The most **we** will pay is:
 - 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, the **depreciation** must be established by an independent expert agreed by **us**; or
 - the **agreed value** shown in the **schedule** or in a specification held by **us** or **your** insurance adviser if the item is lost or beyond economic repair;
 - **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** or **your** insurance adviser the most **we** will pay for any one item, pair or set is the **market value** at the time of the **loss** or damage, up to the single item limit shown in the table of limits. **We** will not pay more than the total sum insured for unspecified items.
5. **Death or permanent disability of the artist**
If the **market value** of any item insured on an **agreed value** basis increases as a result of the death of the artist during the **period of insurance**, **we** will pay up to 200% of the **agreed value** of that item in the event of a valid claim up to the maximum shown in the table of limits, provided that:

You provide **us** with an independent professional valuation report or a purchase receipt which is not more than 3 years old at the time of any **loss** or damage, and **you** prove the increased **market value** of that item.

Additional cover

The following items are covered in addition to the total sum insured for the **collection**. **We** will not pay more than the amount listed in the **schedule** for each of these items.

1. **New acquisitions**
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 90 days and **you** pay an additional premium. The maximum **we** will pay under this sub section is 30% of the amount insured for the **collection** as shown in the **schedule**.
2. **Pairs and sets**
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 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 the amount listed in the table of limits for unspecified pairs and sets.

3. **Lack of, or defective, title**

The amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

- the vendor's defective or lack of title to the item purchased by **you**;
- any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

Legal costs **you** incur, with **our** prior consent, in defending claims in respect of any defective or lack of title claim made against **you** provided always that:

- **you** took reasonable care to verify the item's ownership and history before **you** acquired it;
- **you** purchased the item after the retroactive date shown in **your schedule**;
- any claim against **you** for the return of the item or attempt to enforce a charge or encumbrance against the item is made during the **period of insurance**; and
- **you** notify **us** of any claim during the **period of insurance**.

The most **we** will pay during the **period of insurance** under this sub-section is 10% of the sum insured for the **collection**, subject to the maximum shown in the table of limits.

4. **Restoration, repair or similar processes**

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.

Additional expenses

We will pay in addition to the sum insured for the **collection** the necessary and reasonable costs listed below that **you** incur following **loss** of or damage to **your collection** which is covered under this policy. **We** will not pay more than the amount shown in the table of limits for each of them.

1. **Emergency evacuation of the collection**

The reasonable cost of transporting **your collection** to secure storage and back to **your home**, if:

- **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
 - 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**.

These costs may include, but will not be limited to, the cost of securely packing the objects, the cost of hiring the services of a professional carrier who are suitably competent and experienced in the transport of these types of objects and the cost of hiring a suitable and secure storage unit.

The maximum **we** will pay under this sub-section is 15% of the sum insured for the **collection**.

2. **Loss prevention and mitigation expenses**

The reasonable and necessary costs of temporary measures **you** take to avoid or mitigate immediately impending insured **loss** or damage, even if those measures are unsuccessful.

We will not pay for **loss** prevention and mitigation costs under this section if **we** have paid or agreed to pay for **loss** prevention and mitigation costs under any other section of this policy as a result of the same incident.

Section D: Jewellery

Main cover

1. **You** are insured against **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:
 - 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
 - the **agreed value** shown in the **schedule** or in a specification held by **us** if the item is lost or beyond economic repairtogether with any related expense incurred with **our** prior written approval.
3. The **depreciation** must be established by an independent expert agreed by **us**.
4. 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.
5. For items not specified in the **schedule** or individually listed in a specification held by **us** the most **we** will pay for any one item, pair or set is the **market value** at the time of the **loss** or damage up to the single item limit shown in the table of limits. **We** will not pay more than the total sum insured for unspecified items.

Additional cover

The following items are covered in addition to the total sum insured for **jewellery**. **We** will not pay more than the amount listed in the table of limits for each of these items.

1. **New acquisitions**

Loss of or damage to **jewellery** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and an additional premium is paid. The maximum **we** will pay under this sub-section is 30% of the sum insured for **jewellery**.

2. **Pairs and Sets**

If an item of **your jewellery** forms part of a pair or set, **we** will pay **you** the **agreed value** of the entire pair or set if the item is lost or damaged beyond economic repair. For items not specified on the **schedule**, the most **we** will pay under this section is the limit shown in the table of limits for unspecified pairs and sets.

You must surrender the undamaged article(s) of the pair or set to **us** if **we** so request.

3. **Restoration, repair or similar processes**

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 stone.

Section E: Your Liabilities

Personal Liability

Main cover

You and **your household** are insured for damages **you** or **your household** are legally liable to pay as a private individual resulting from an accident which causes **loss** of or damage to property, **bodily injury** to a **third party** and happens anywhere in the world during the **period of insurance**.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

We will not pay more than the amount insured for **your** liability as shown in the **schedule** per claim and in total under this policy.

Additional cover

1. **Liability for the activities of others**

We will also insure the legal liability to pay damages resulting from accidents which causes **loss** of or damage to property, **bodily injury** to a **third party** caused by:

- **your domestic helper** during the execution of their **domestic duties**;
- a person who is taking care of **your** children (including paid baby-sitting) or **your** animals.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

Owner, occupier or tenant Liability

Main cover

You and **your household** are insured for damages **you** are legally liable to pay:

- as owner or occupier of the **premises** at the addresses specified in the **schedule** resulting from an accident which takes place during the **period of insurance** and which causes **loss** of or damage to property, **bodily injury** to a **third party**;
- as tenant to the owner of the **buildings**.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

We will not pay more than the amount insured for **your** liability as shown in the **schedule** per claim and in total under this policy.

Owner's Liability in Common Area

Main cover

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:

- 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
- 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")

Independent Contractor's Liability

Main cover

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:

- the contract value of such alteration and/or addition shall not exceed HKD500,000 for each contract; and
- 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.

Limit of Liability

In respect of Section E: **Your** Liabilities **we** will not pay in total more than the amount shown in the table of limits in respect of any one accident or event or series of accidents or events arising from one cause.

What we do not cover

In addition to the general exclusions listed on pages 16-19 of this policy, the following additional exclusions apply to this section of the policy:

We will not pay for:

- Liability arising directly or indirectly from any business, profession or trade.
- **Your** liability for fines, penalties, or punitive damages.
- Liability arising out of ownership, occupation, possession or use of any land or building other than the **premises** shown in the **schedule** or occupation only of temporary residence, e.g. hotel
- Personal liability arising out of any contract unless **you** or **your household** would have been liable had the contract not been made.
- Liability for **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**.
- Liability arising out of ownership, possession or use of any mechanically propelled or motorized vehicle, aircraft or watercraft.
- Liability arising out of the ownership of any animal other than domestic pets, but excluding dogs or animals which are considered dangerous under the laws of the country where the **premises** are located.
- Liability arising out of accidents which happen in the United States of America or in Canada if **your** stay in either or both countries has exceeded 90 days in total in the **period of insurance** at the time of the accident.
- Liability for which compulsory motor insurance is required by law.
- Liability arising out of any work **your domestic helper** do for **you** other than **domestic duties**.
- Liability for damages caused by **buildings** undergoing works which affect the stability of the **building** or which are subject to mandatory construction insurance.

3. General Exclusions

Whilst **we** aim to make **our** policy comprehensive, there are certain things **we** cannot insure. The following exclusions apply to all sections of **your** policy unless otherwise stated. These exclusions apply to all **loss**, damage, expenses or liability which is directly or indirectly caused by, contributed to, arising or resulting from the causes set out below.

Acts of war	We do not cover any loss , damage, or expense caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
Building work	<p>We do not cover any loss, damage, or expense which takes place or is incurred:</p> <ul style="list-style-type: none"> ■ while the buildings are undergoing demolition, structural alteration, structural repair or extension; ■ where the cost of such works exceeds HKD750,000; and ■ where the loss, damage, expense or liability is caused by the works. <p>This exclusion does not apply if you have our written agreement to the building works.</p>
Communicable disease	<p>We do not cover any loss, damage, claim, cost, expense or any liability which is directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and c. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
Computer	We do not cover any loss , damage, injury, liability, claim, cost or expenses directly or indirectly caused by, contributed to by, or arising from the use or operation, as means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
Confiscation	<p>We do not cover any loss, damage, or expense caused by or resulting from the confiscation, requisition, detention or destruction of:</p> <ul style="list-style-type: none"> ■ any property belonging to you; or ■ any property for which you are legally responsible;

	by, or under the order of, any government, public or local authority or anybody acting on their behalf.
Consequential loss	We do not cover any additional loss , damage, cost, expense or other financial liability occurring as a result of any insured event.
Deliberate or criminal acts	We do not cover any loss , damage, expense or liability caused by or resulting from your own deliberate or criminal acts or omissions, those of any member of your household or those of anyone acting on your behalf.
Defective design or workmanship	We do not cover any loss , damage, or expense caused by or resulting from defective design, construction or workmanship or the use of inadequate or defective materials. Therefore we will not pay the cost of remedying or improving the defective design, construction or workmanship or the loss , damage or expense caused by the use of inadequate or defective materials.
Environmental factors	We do not cover any loss , damage, or expense caused by or resulting from rot, mould, toxic mould, mildew, fungus, fluctuations in temperature and air pressure, humidity, dryness of the air and exposure to light.
Escape of water	We do not cover any loss , damage, or expense caused by or arising out of escape of water from: <ul style="list-style-type: none"> ■ any fixed domestic water or heating installation; ■ any fixed water tanks; or ■ any water apparatus or pipes while your home is unoccupied. <p>This exclusion does not apply if:</p> <ul style="list-style-type: none"> ■ you keep your home and any domestic outbuildings and garages which contain fixed domestic water or heating installations, fixed water tanks or water apparatus or pipes heated to a temperature of at least 5 degrees celsius; or you shut off and drain the fixed domestic water or heating installations, fixed water tanks, water apparatus and pipes and you or a person nominated by you inspect the buildings at least once a week.
Excess	We do not cover the amount of any excess shown in the schedule . Unless stated otherwise in this policy wording or on the schedule , General Excess does not apply if your claim exceeds HKD500,000.
Expense incurred in preparing a claim	We do not cover any expense incurred in preparing a claim.
Frost	We do not cover any loss , damage or expense to your buildings caused by or resulting from frost. This exclusion does not apply to loss or damage to, or expense incurred in relation to, fixed water tanks, apparatus and pipes.

Gradually operating causes	We do not cover any loss , damage or expense caused by or resulting from any gradually operating cause. This includes, but is not limited to, gradual deterioration, warping and wear and tear.
Heating, drying, cleaning, washing, dyeing, alteration, repair, maintenance, dismantling, restoration, decoration	We do not cover any loss , damage or expense caused by or resulting from heating, drying, cleaning, washing, dyeing, alteration, repair, maintenance, dismantling, restoration, decoration, but this exclusion does not apply to Sections C and D.
Inherent defect and the nature of the item insured	We do not cover any loss , damage or expense caused by or resulting from an inherent defect and the nature of the item insured.
Insects and vermin	We do not cover any loss , damage or expense caused by or resulting from the actions of insects, vermin or rodents.
International transit - Outbound household removal	We do not cover any loss or damage incurred during international transit for outbound household removal while your insured property under this policy is in the custody of a common carrier. International transit means any shipment of your insured property by or onboard any conveyance, vessel, aircraft, vehicle and train from Hong Kong to any foreign country. In addition the loading and unloading of your insured property to and from such conveyance, vessel, aircraft, vehicle and train or while the insured property is held in temporary storage during such transit, shall be considered part of international transit when the final destination is located outside of Hong Kong.
Misuse	We do not cover any loss , damage, or expense caused by or resulting from the misuse of any property, machinery or equipment by you or anyone acting on your behalf.
Mechanical or electrical fault	We do not cover any loss , damage or expense caused by or resulting from a mechanical or electrical fault, breakdown or failure.
Nuclear and radiation hazards	We do not cover any loss , damage, expense or liability which is directly or indirectly caused by, contributed to, or arising from: <ul style="list-style-type: none"> ■ ionising radiation; ■ contamination by radioactivity from any nuclear fuel or nuclear waste; or ■ the radioactive, toxic, explosive or hazardous properties of any nuclear equipment or component.
Pollution or contamination	We do not cover any loss , damage, expense or liability which is directly or indirectly caused by, contributed to, or arising from pollution or contamination. This exclusion does not apply if the pollution or contamination was caused by a sudden, identifiable, unintended and unforeseen accident which occurs during the period of insurance . All pollution or contamination shall be deemed to have occurred at the time the accident took place.
Prior incidents	We do not cover: <ul style="list-style-type: none"> ■ any accident, bodily injury, loss or damage which occurs; or

	<p>■ any expense which you have incurred; prior to the period of insurance.</p>
Repairs following a leak	We do not cover the cost of repairing any fixed domestic water or heating installation following a leak, unless the cause of the leak is insured by this policy.
Routine maintenance	We do not cover the cost of any routine maintenance or redecoration.
Rust and corrosion	We do not cover any loss , damage or expense caused by or resulting from rust or corrosion.
Structural movement	<p>We do not cover any loss, damage, or expense caused by or resulting from the movement of the buildings including settlement, shrinkage, expansion or bulging.</p> <p>This exclusion does not apply where the movement of the buildings is caused by subsidence, landslip or ground heave.</p>
Subsidence, landslip or ground heave	<p>We do not cover any loss, damage, expense or liability incurred in relation to:</p> <ul style="list-style-type: none"> a) the solid floor slabs beneath the external walls of your home, domestic outbuildings or garage; or b) paved terraces, patios, drives, paths, colonnades, walls, gates, fences, hedges, hard courts, swimming pools, other sports structures and domestic fixed fuel tanks; <p>which is caused by or results from subsidence, landslip or ground heave.</p> <p>This exclusion does not apply in relation to (a) if the external walls of your home, domestic outbuildings or garage are damaged by the same cause at the same time.</p> <p>This exclusion does not apply in relation to (b) if your home is also damaged by the same cause at the same time.</p>
Terrorism	<p>We do not cover any loss, damage, 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.</p> <p>As used herein, 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 organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.</p>
Unoccupied Premises	We do not cover any loss , damage, expenses if the home is left unoccupied for more than 90 consecutive days unless we agree to this with you in writing.

4. Making a Claim

This section tells **you** how to make a claim and what to do if **loss** or damage occurs. The section also contains various obligations which **you** must comply with as a condition of payment of **your** claim. Additional conditions may apply and these are shown in Section 5 (General Terms and Conditions) and in the relevant section of cover.

How to make a claim

To make a claim or to notify **us** of any circumstances which are likely to give rise to a claim please contact **your** insurance adviser.

What to do when loss or damage occurs

Upon learning of any circumstances likely to give rise to a claim **you** or anyone acting on **your** behalf must:

- tell **us** as soon as possible, but in any event within 30 days, about any incident which **you** may need to claim for under the policy;
- **you** must obtain **our** prior written agreement to any costs or expenses, other than those incurred to reduce or mitigate any recoverable claim;
- tell the police as soon as possible if **you** suspect there has been a crime and obtain a crime reference number;
- notify the carrier as soon as possible, in writing, of any **loss** or damage in transit and obtain a written acknowledgement;
- send **us** as soon as possible, and without replying to 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.

Your claim may be prejudiced if **you** or anyone acting on **your** behalf fails to comply with these conditions.

Information and assistance that you must provide

To support **your** claim, **you** are required to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property.

To assist **us** in dealing with **your** claim, **we** may require **you** to obtain estimates for the replacement or repair of **your** damaged property, and need to enter and inspect **your premises**. **We** may also require **you** to provide other assistance as required.

Your claim may be prejudiced if **you** fail to comply with these conditions.

Fraudulent claims

If **you** or anyone acting for **you**:

- knowingly or recklessly makes a fraudulent claim under **your** policy; or
- makes a claim for any injury, **loss** or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

We may at **our** option do one or more of the following:

- refuse to pay the fraudulent claim;
- cancel the policy from the date of the fraudulent act, without any refund of premiums already paid;
- recover from **you** any sums which **we** have paid in respect of the fraudulent claim and claims occurring after the time of the fraudulent act; and
- inform the police of the circumstances.

The above list is inclusive and not exhaustive.

Recovered property

You must notify **us** if **you** have recovered any of **your** property that was stolen or lost after **we** have paid a claim.

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, for either:

- the settled claim amount plus interest (charged for the period between the date the claim was settled and the date **you** repurchase the item) plus any recovery costs or expenses; or
- the **market value** at the time of recovery and any recovery costs or expenses;

whichever is less.

Salvage of items

If **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 the item until **you** have **our** written consent permission to do so.

Recovering a claim payment

We may, at **our** expense, commence proceedings in **your** name, including proceedings for recovering any payments which **we** have made to **you** in settlement of a claim.

5. General Terms and Conditions

Prevention of loss or damage

You must:

- take all reasonable steps to prevent accidents and **bodily injury**;
- take all reasonable steps to prevent **loss** or damage;
- keep all property insured (including **buildings, contents, the collection and jewellery**) in good condition and in a good state of repair.

Your claim may be prejudiced if the **loss**, damage, expense or liability for which **you** are claiming has been caused or directly adversely impacted by **your** failure to comply with this condition.

Non-payment of premium

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.

Additionally, **we** reserve the right to cancel this policy with effect from the date of commencement of cover in the event of non-payment of the premium, or if **you** are paying by instalments, the date when the last instalment was due.

Reinstatement of the insured amounts

Where **we** pay a claim under Section A (Buildings) or Section B (Contents), **we** will not reduce the sums insureds for those sections by the amount of the claim payment but will reinstate the sums insured to the amount shown in the **schedule**. This does not apply to Section C (Collection) or Section D (Jewellery).

Other insurance

If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

Your contract duration

Unless otherwise agreed and listed on **your schedule**, the duration of **your** policy is one year. **You** should regularly review the policy to ensure that it remains adequate to meet **your** needs.

Your cancellation rights

You have the right to cancel the policy at any time. If **you** wish to cancel, **you** should do so by writing to **us** at 20/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong or by contacting **your** insurance adviser.

Our cancellation rights

We also have the right to cancel the policy at any time by giving **you** 14 days' notice.

Upon cancellation **you** are entitled to a return premium proportionate to the unexpired part of the **period of insurance** provided no claim has been submitted.

Governing law and jurisdiction

Unless otherwise agreed in writing, 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.

Any dispute arising out of or in connection with this policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Arbitration Rules of the Hong Kong International Arbitration Centre (“HKIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong. The Tribunal shall consist of 3 arbitrators. The language of the arbitration shall be English. This Arbitration Agreement is governed by the laws of Hong Kong SAR.

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.

Sanctions

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 extent 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.

6. 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.

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;
 - **Fixtures and fittings** provided that it is not shown as covered in Section B of the **schedule**; all at the address specified in the **schedule** for which **you** are legally responsible;
 - Paved terraces, patios, drives and paths;
 - Colonnades, walls, gates and fences;
 - Hard courts, swimming pools and other sports structures;
 - Tanks, drains, pipes and cables servicing the **home**;
 - Green energy equipment such as solar panels, hot water pumps, wind turbines used for domestic purposes;
- all at the address specified in the **schedule** for which **you** are legally responsible.

In case of co-ownership, **buildings** include **your** share in the communal areas.

Business equipment

Office equipment including 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 paintings, prints, drawings, photographs, antique or design furniture, rugs and tapestries, books and manuscripts, sculptures, ceramics, glass, gold, silver and plate objects, and other collectibles such as coins, stamps, medals, wine or licensed guns shown as covered in Section C (Collection) of the **schedule** belonging to **you** or for which **you** are legally responsible. The **collection** does not include **jewellery**.

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**;
- Personal possessions;
- **Your Fixtures and fittings** provided that it is shown as covered in Section B of the **Schedule**, up to the amount insured specified therein 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), watercraft over 12 feet in length, hovercraft or aircraft (other than hand propelled or models) or parts or accessories;
- Securities, certificates and documents of any kind.

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.

Domestic helper

Foreign **domestic helper**: A person employed under an Employment Contract as governed by the Immigration Ordinance (Chapter 115) by **you** as an Foreign **Domestic Helper** in **your home**, or as a gardener provided that he/she is not related to **you** (unless stated otherwise in the **schedule**).

Local **domestic helper**: A person employed under an Employment Contract (either written or verbal) as governed by the Employees' Compensation Ordinance by **you** as a full time/part-time local **domestic helper** in **your home**, or as a gardener provided that he/she is not related to **you** (unless stated otherwise in the **schedule**).

Domestic duties

Those duties relating to **your premises**, any temporary residence which is used by **your household** as well as the duties of **domestic helpers** who provide personal care to any member of **your household**.

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.

Expert costs

Architects', surveyors', consulting engineers' and legal fees incurred to replace, repair or rebuild the **buildings**.

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

All permanent residents at **your** home with the exception of tenants or **domestic helper**.

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.

Market value

The amount for which the item could reasonably be expected to be replaced immediately prior to the time of **loss** with one substantially identical to the item lost or damaged.

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 C (Collection) 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 sums insured for each section of the policy, and the **period of insurance**.

Third party

Any other person than **you** or a member of **your household**.

Unoccupied

Not lived in by **you** or by a person authorised by you for a period of 90 consecutive days.

We/us/our

The insurer(s) detailed in **your** policy **schedule**.

You/your

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

PERSONAL INFORMATION COLLECTION STATEMENT

XL INSURANCE COMPANY SE HONG KONG BRANCH (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 claim 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 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; and
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.
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
XL INSURANCE COMPANY SE HONG KONG BRANCH
2401 Dorset House, Taikoo Place, 979 King’s Road, 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

We make every effort to provide a good standard of service to all **our** policyholders. If on any occasion **our** service falls below the standard **You** would expect **Us** to meet, 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 Company Manager in charge of the matter **You** are raising.
- XL Insurance Company SE, Hong Kong Branch is a member of the Insurance 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 Complaints Bureau at the following address

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

If the Insurance 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.

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