

Easy Business Insurance

The Policy

Please read this Policy carefully to see that it meets your requirements

The following pages contain details of Your Policy with AXA, including what is and what is not covered by Your Policy. Please read this information carefully to check that Your Policy meets Your requirements.

This Policy, the Policy Schedule and any Endorsement are collectively considered one document. Certain words or expressions in this document have specific meanings. For Your convenience, a list of Definitions is available in the Appendix, along with a comprehensive list of General Exclusions and General Terms. It is important that You read and understand this entire document.

This Policy is a contract between AXA General Insurance Hong Kong Limited and You Our Policyholder.

The policy application form and declaration which You signed are the basis of this contract.

Provided that

- (a) the due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done or complied with by You; and
- (b) the truth of the statements, and answers in the Proposal and Declaration

shall be conditions precedent to Our liability to make payment or to provide indemnity under this Policy.

We will provide insurance in accordance with the terms and conditions set out in this Policy.

Attach Policy Schedule

Your Policy – Property All Risks

Section 1 – Property All Risks

What is Covered

We will choose whether to provide payment, reinstatement, replacement or repair for accidental physical loss of or damage to the Contents of Your Business Premises within the Hong Kong SAR during the Period of Insurance up to the Maximum Limit specified in the Policy Schedule.

Additional Benefits

We will also cover the following items up to the respective sub-limits as specified below during any one Period of Insurance:

1. Loss or damage to Stock.
 - Up to HK\$10,000 per item and HK\$50,000 in aggregate
2. Loss of or damage to Personal Effects belonging to directors, owners, partners or Your employees at the Business Premises.
 - Up to HK\$1,000 per employee and HK\$2,000 in aggregate
3. Loss of or damage to computer systems and records. Indemnity is limited to the cost of materials together with the cost of clerical labour expended with Our written consent in reproducing such records. Expenses in connection with the production of information to be recorded and the value of the information contained in such records are excluded.
 - Up to HK\$2,500 per item and HK\$25,000 per event
4. Reasonable cost of temporarily boarding-up fixed glass doors or windows at the Business Premises following accidental breakage.
 - Up to HK\$25,000 in aggregate
5. Damage to advertising signs of any description owned by You and attached to the Business Premises.
 - Up to HK\$5,000 per event and HK\$10,000 in aggregate
6. Damage to roller shutter doors owned by You, or for which You are legally responsible, located at the Business Premises.
 - Up to HK\$5,000 per event and HK\$10,000 in aggregate
7. Costs necessarily incurred by You in replacing locks to external doors, safes and alarms at the Business Premises following loss of keys.
 - Up to HK\$5,000 in aggregate
8. Damage to the Business Premises directly caused by Theft or attempted Theft.

What is not Covered

1. We shall not cover loss or damage contributed to, caused by or arising out of:

Your Policy – Property All Risks

- a) wear and tear, moths, vermin, insects, damp, rust, rot, corrosion, the action of light or atmosphere, deterioration, depreciation or gradually operating causes;
 - b) hydraulic, electronic, electrical or mechanical breakdown, failure or derangement;
 - c) misuse or use contrary to the manufacturers' instructions of any appliances and equipment;
 - d) inherent defect or faulty design in material, plans or specifications;
 - e) breakage of china porcelain or other fragile, brittle articles (other than fixed glass and mirrors) unless due to fire or Theft;
 - f) breakage of glass not completely or properly secured or fixed prior to loss or damage;
 - g) any disappearance or shortage of Stock revealed only at the time of stock taking or the making of an inventory and that is not identifiable with a specific occurrence insured against under this Section;
 - h) shoplifting;
 - i) any shortage arising from an error or omission on the part of You and/or Your Employees;
 - j) any process of cleaning, repair or renovation, maintenance, restoring or dyeing;
 - k) shrinkage, evaporation, loss of weight, contamination, change of flavour, colour, texture or finish unless such loss, damage or destruction is directly caused by any peril insured by this Section;
 - l) collusion, embezzlement, fraud, forgery or dishonesty by You and any Employee;
 - m) testing, intentional overloading or experiments;
 - n) faulty packing or storage;
2. We shall not cover any loss or damage to Stock of antique, fine arts, livestock and second hand goods.
3. The Excess:

We shall not be liable for the first:

- a) HK\$1,000 or 10% of the loss, whichever is the greater, in respect of each and every loss for water damage from any cause whatsoever other than fire, lightning and explosion;
- b) HK\$1,000 in respect of each and every other loss, other than fire, lightning and explosion.

Application of the Excess:

- a) all claims arising out of any one event shall be treated as one claim;
- b) in the event of more than one Excess applying to any one claim, such Excesses shall not be cumulative and only the highest Excess shall apply.

Your Policy – Property All Risks

4. War

We shall not cover any accident, loss, damage, expense, liability or bodily injury directly or indirectly occasioned by or happening through, or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

The burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon You.

5. Terrorism

We shall not be liable in respect of loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and/or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

The burden of proving that such loss, damage, cost or expense is covered shall be upon You.

6. Exclusions as stated in "Appendix – General Exclusions"

How We Settle Your Claim

1. Contents

We will at Our discretion (1) pay You the value of the property at the time of the loss or damage, or (2) reinstate, replace or repair the damaged property.

2. Stock

We will cover the cost of restocking such goods at the time of the loss or damage.

Specific Terms applicable to Section 1

1. Reinstatement Clause (not applicable to Stock)

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the damaged property insured at the time of its reinstatement, subject to the following Provisions and subject also to other terms, conditions and limits or sub-limits of indemnity of this Section and/or this Policy.

For the purpose of the insurance under this Policy, 'reinstatement' shall mean:

- a) Where property insured is totally destroyed, the replacement thereof by similar property in a condition equal to, but not better or more extensive than its condition when new;

Your Policy – Property All Risks

- b) Where property insured is damaged in part only, the repair of the damage and the restoration of the damaged portion of the property insured to a condition substantially the same as, but not better or more extensive than its condition when new.

Provisions:

- i) The work of replacing, repairing or restoring as the case may be (which may be carried out upon any other site and in any manner suitable to Your reasonable requirements, but subject to Our liability not being thereby increased), must be commenced and carried out within a reasonable period, failing which We shall not be liable to make any payment greater than the indemnity value of the damaged property insured at the time of the happening of the damage;
- ii) When any property insured to which this clause applies is damaged in part only, liability shall not exceed the sum representing the cost which We could have been called upon to pay for reinstatement if such property insured had been wholly destroyed.
- iii) No payment shall be payable until the cost of reinstatement is actually incurred.

2. Pair and Set Clause

For any insured item consisting of articles in a pair or set, the measure of loss of or damage to such article in the event of loss or damage shall be a reasonable and fair proportion of the total value of the set and will not be construed to mean a total loss of the set.

3. Time Adjustment Clause

In the event of loss, damage or destruction to the property insured caused by typhoon, storm, tempest, flood or earthquake the amount of the Excess in respect of such loss or damage caused by these perils shall apply afresh and be deducted again in respect of any loss or damage occurring after 72 hours freedom from typhoon, storm, tempest, flood or earthquake.

Your Policy – Employees' Compensation

Section 2 - Employees' Compensation

What is Covered

In the event that any of Your Employees in your immediate employ as specified in the Policy Schedule sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Hong Kong SAR and arising out of and in the course of his employment by You in the course of Your Business, and for as long as this Policy remains effective, We will indemnify You against all legal liabilities at law or under the Ordinance, including the payment of compensation and damages, claimant's costs and expenses and any other costs and expenses incurred with Our written consent.

In the event of Your death, We will also indemnify Your legal representatives in respect of all liabilities, provided that such legal representatives observe, fulfil and are subject to the terms of this Section of the Policy in as far as they can apply.

If there is any change to the Ordinance altering Your liability, this Section of the Policy will remain in force but Our liability will be limited to such sums as We would have been liable to pay if Your liability had remained unaltered.

Additional Benefits

1. 12 Months' Wages for Temporary Incapacity

This Section of the Policy is extended to provide full wages of up to the first 12 months where there is liability under the Ordinance for temporary incapacity of the Employee as specified in the Policy Schedule.

2. Business Trip

This Section of the Policy is extended to provide worldwide cover for all Employees as specified in the Policy Schedule while they are on business trips.

3. Extra-Ordinary Weather Conditions

If Your Employee as specified in the Policy Schedule is required to carry out his duty during extra-ordinary weather conditions, any Accident happening to him is deemed to have arisen out of and in the course of his employment provided that such Accident happens when a typhoon signal No.8 or above or a Red or Black rainstorm warning is in force and Your Employee as specified in the Policy Schedule is travelling from his place of residence to his place of work by a direct route within a period of 5 hours before the time of commencement of his working hours for that day, or from his place of work to his place of residence within a period of 5 hours after the time of cessation of his working hours for that day; or in such other circumstances as the Court thinks reasonable.

4. Social and Recreational Activities

If Your Employee as specified in the Policy Schedule is accidentally injured when participating in any social and recreational activities organized and sponsored by You, any Accident occurring in such circumstances will be deemed as arising out of and in the course of employment by You.

Limit of Indemnity

1. In respect of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under this Section of the Policy, Our indemnity to You including costs and expenses incurred by or on behalf of You with Our written consent shall in the aggregate be limited to the amount specified in the Schedule as 'Limit of Indemnity' irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
2. If Your liability is in respect to a Disease contracted by an Employee due to the nature of his employment, where the nature of that employment extends across more than one Policy Period of Insurance:

Your Policy – Employees’ Compensation

- a) and there are differing limits of indemnity under the various policies issued by You, the applicable policy limit shall be according to the insurance policy covering the time of the Employee’s employment when it first resulted in Disease;
 - b) subject to the limitation of paragraph 2 a) hereof, Our indemnity to You under this Section of the Policy, including costs and expenses incurred by You or on Your behalf, shall be limited to such proportion of Your liability in respect of such Disease as that part of the Employee’s period of employment falling within the Period of Insurance of this Section of the Policy bears to the total period of his employment to the nature of which such Disease was due.
3. If the occurrence of any Accident or Disease results in claims from more than one Insured, the limitations of Our liability specified in paragraphs 1 and 2 of this part shall apply to the aggregate indemnity to all Insureds.
 4. At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under this Section of the Policy, We may pay to You the full amount of Our liability specified in paragraph 1 or 2 of this part (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled. Thereafter We shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not be responsible for any compensation, damages or costs in respect thereof or for any costs or expenses whatsoever incurred by You, nor for any loss, damage or expenses caused to You in consequence of any of Our acts or omissions in connection therewith.

What is not Covered

We shall not be liable in respect of :

1. Your liability to Employees of Your contractors;
2. any liability which attaches to You by virtue of an agreement and which would not have attached in the absence of such agreement;
3. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
5. any person who is not Your Employee within the meaning of the Ordinance;
6. any late payment surcharge, fines, penalties or punitive, aggravated or exemplary damages for which You may become liable under the Ordinance or independently of the Ordinance;
7. any injury by Accident or Disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
8. any injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings;
9. any claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a) asbestos; or

Your Policy – Employees' Compensation

- b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

We will not be liable for any payment for the investigation or defence of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

- 10. Exclusions as stated in "Appendix – General Exclusions"
- 11. the Insured's liability to any employee who has not been specified in the Policy Schedule.

Specific Terms applicable to Section 2

1. Terrorism Endorsement

Notwithstanding any provision to the contrary in this Section of the Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to any bodily injury or death by Accident or Disease:

- a) the Limit of Indemnity shall be such amount which We actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("The Government") pursuant to an agreement for provision of facility dated July 1, 2002 between the Government and Us under which the Government agreed to make available to Us and other direct insurance companies authorized to underwrite Employees' Compensation Insurance business in Hong Kong a facility to enable Us to meet claims under Employees' Compensation Insurance policies in respect of death and injury arising out of an event of terrorism ("The Facility Agreement");
- b) We will only be required to make payment after We have received from the Government :
 - i) an approval letter confirming that We should settle the claim; and
 - ii) payment under The Facility Agreement;
- c) for the avoidance of doubt, We shall have no obligation to make payment if for whatever reason We do not receive payment from the Government under The Facility Agreement, whether or not due to the Government's contention that any bodily injury or death by Accident or Disease does not fall within the scope of The Facility Agreement or Our breach of The Facility Agreement;
- d) the indemnity in respect of terrorism shall not apply to any extended benefits under this Section of the Policy above the minimum cover required under the Ordinance.

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

If We allege that any bodily injury or death by Accident or Disease does not fall within the scope of this Endorsement, the burden of proving the contrary shall be upon You.

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

Words and expression in this Endorsement shall have the same meaning as in this Section of the Policy.

Your Policy – Employees' Compensation

2. Avoidance of Certain Terms and Right of Recovery

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable, You shall repay such amount to Us.

3. Premium Adjustment

In the event of the actual total Earnings exceeding the Maximum Estimated Total Earnings as specified in the Policy Schedule for any one Period of Insurance, We have our absolute discretion to charge the difference in the premium, the calculation of which shall be based on the premium rate charged at inception of this Policy. You are required to keep a proper record of the details of your Employees covered by this Policy (whose particulars have now been specified in the Policy Schedule) from time to time during the Period of Insurance including the name, Hong Kong Identity Card Number, class of employment, and Earnings of every Employee covered by this Policy and retain them in a safe place. You shall at all reasonable times allow Us to inspect and obtain copies of such records.

4. Claims Settlement Conditions

a) Claims Control by Us

We shall be entitled upon notice to You to take over and conduct in Your name the defence or settlement of any claim demand or proceedings against You. In that event:

- i) You shall provide all such information and assistance including the latest wage roll of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to Us for the conduct of such claim demand or proceedings as We at Our discretion may from time to time require; and
- ii) You shall not without the written consent of Us incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

b) Claims Payments by You

Where You pay all or any part of a claim for which You are liable and for which indemnity is provided by this Section of the Policy You shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and You shall at all reasonable times allow Us to inspect and obtain copies of such records and documents.

5. Changes in Risk

You shall immediately notify Us in writing of any material change in the risk insured hereunder made by You or any other person during the Period of Insurance including but not limited to:

- a) any merger with or acquisition of another company or business;
- b) the Insured or any subsidiary or holding company of You being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources;
- c) any material change in the nature of the Business.

6. Right of Inspection

We shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

Your Policy – Employees' Compensation

7. Assignment

No assignment of interest under this Policy shall bind Us unless the written consent of Us is first obtained and endorsed hereon.

Appendix – Definitions

Certain words in this Policy have special meaning. For Your easy reference, these words are defined below and have the same meaning wherever You see them in Your Policy or Policy Schedule.

1. **“Accident”** shall mean an accident or a series of accidents arising out of one event.
2. **“Business”** shall mean the usual work and activities carried on by You pertaining to Your Business as specified in the Policy Schedule.
3. **“Business Premises”** shall mean the physical building occupied by You at the address specified in the Policy Schedule at which Your Business is transacted.
4. **“Contents”** shall mean Business appliances and equipment, excluding any form of Portable Telecommunication Equipment, but including laptop computer, trade sample, furniture, interior decorations, fixtures, fittings, deeds, documents, fixed glass and mirrors located at the Business Premises belonging to You or for which You are legally responsible.
5. **“Disease”** shall mean a disease contracted by Your Employee due to the nature of his employment with You. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
6. **“Earnings”** shall mean any wages paid in cash to the employee by the employer and any privilege or benefit which is capable of being estimated in money and includes the value of any food, fuel, or quarters supplied to the employee by the employer if as a result of the accident the employee is deprived of such food, fuel or quarters; and any overtime payments or other special remuneration for work done, whether by way of bonus, allowance or otherwise, if of constant character or for work habitually performed and including tips if the employment be of such a nature that the habitual giving and receiving thereof is open and notorious and is recognized by the employer; but shall not include remuneration for intermittent overtime, or casual payments of a non-recurrent nature, or the value of a travelling allowance, or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund, or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment.
7. **“Employee”** shall have the same meaning as assigned to that expression in the Employees’ Compensation Ordinance.
8. **“Hong Kong SAR”** shall mean The Hong Kong Special Administrative Region of the People’s Republic of China.
9. **“Noise-Induced Deafness”** shall have the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
10. **“Ordinance”** shall mean the Employees’ Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
11. **“Period of Insurance”** shall mean the period of insurance coverage under this Policy as specified in the Policy Schedule.
12. **“Personal Effects”** shall mean articles of a personal use designed to be worn or carried but excluding:
 - a) money;
 - b) contact lenses;
 - c) binoculars and telescopes;
 - d) musical instruments, radio, television, video, audio and any form of Portable Telecommunication Equipment.

Appendix – Definitions

13. **“Pneumoconiosis or Mesothelioma”** shall have the same meaning as assigned to those expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
14. **“Policy Schedule”** shall mean the Policy Schedule which is attached to and forms part of this Policy.
15. **“Portable Telecommunication Equipment”** shall mean mobile phones, pagers, Personal Digital Assistants (PDA) and wireless handheld devices enabling access to email and other communication services.
16. **“Stock”** shall mean stock in trade, trade samples and materials in trade, including goods held in trust or on commission (including packaging and containers) at the Business Premises belonging to You or for which You are legally responsible.
17. **“Theft”** shall mean theft involving entry into or exit from the Business Premises by actual forcible and violent means.
18. **“We/Our/Us/Company/Insurer”** shall mean AXA General Insurance Hong Kong Limited.
19. **“You/Your/Insured”** shall mean the person or entity named as the Policyholder or Insured specified in the Policy Schedule.

Appendix – General Exclusions

Exclusions applicable to whole Policy

1. Data Loss Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure or by magnetic fields.

Consequently the following are excluded from this Policy:

- a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

2. Consequential Loss

We shall not be liable in respect of consequential loss or damage of any kind.

3. Nuclear

We shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) nuclear weapons material;
- b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

4. Lawful Seizure and Destruction

We shall not be liable in respect of any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, nationalisation, requisition or destruction of or damage to the property insured by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Business Premises is situated.

5. Aircraft and Other Aerial Devices

We shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from pressure waves caused by aircraft and other aerial devices.

Appendix – General Exclusions

6. Wilful Acts

We shall not be liable in respect of any liability caused directly or indirectly by any actual or alleged :

- a) Dishonest, fraudulent, criminal or malicious act;
- b) Wilful breach of any statute, contract or duty;
- c) Conduct intended to cause loss or damage or with reckless disregard for the consequences;

of You or any person acting with Your knowledge or consent.

7. Sanction Limitation and Exclusion Clause

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 of 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 sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Appendix – General Terms

Terms applicable to whole Policy

1. Duties and Precautions

You must

- a) take all reasonable precautions to prevent accidents, injury, disease, sickness, damage, loss or legal liability
- b) comply with all statutory obligations
- c) observe and fulfil the terms and conditions of this Policy in so far as they relate to anything to be done or complied with
- d) minimise any loss or Damage
- e) maintain the Business Premises and Contents in sound condition, in particular, to minimise Theft, Damage, loss and liability.

There are conditions precedent to any of Our liability to make payment or to provide indemnity under this Policy.

2. Mis-statement

This Policy shall be voidable by Us in the event of Your misrepresentation, misdescription or non-disclosure in any material particulars.

3. Claims

If any accident, injury, loss or liability happens which may give rise to a claim, You must:

- a) give written notification with full particulars to Us as soon as reasonably possible;
- b) send to Us immediately any writ or summons and as soon as possible any letter, claim or other document;
- c) notify Us immediately of any impending prosecution, inquest or fatal inquiry;
- d) at Your expense, or at the expense of any person representing You, provide Us with certificates, information and other documents as We may reasonably require;
- e) immediately take all steps to prevent further loss;
- f) give notice to the Police as soon as possible if there has been Theft or any attempted Theft and malicious damage thereat.

You must not:

- a) admit, offer, promise, pay or indemnify any claim made by someone else against You;
- b) make a false or fraudulently inflated claim;
- c) authorise any repair or replacement of anything unless necessary for safety reasons or to minimise or prevent further loss.

We have the right to negotiate, settle or defend any such claim in Your name and on Your behalf. We can also use any legal right of recovery You have.

Payment of any claim, or a portion of any claim under any part or parts of this Policy, is made without prejudice and any payment shall not be an admission of liability under any part or parts of this Policy.

Any claim for reimbursement of expenses made by You in any foreign currency shall be converted to Hong Kong dollars at the official buying rate of such currency for Hong Kong dollars in effect in Hong Kong at the time payment of such claim is paid by You, or if no such official rate exists, at the rate certified as appropriate by Our bankers which shall be deemed to be final and binding.

Appendix – General Terms

4. Our Right

We or Our appointed representatives shall be entitled:

- a) if there is any loss or damage for which indemnity is provided, to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner. This Policy or any copy thereof certified by Us shall be proof of leave and licence for such purpose but no property may be abandoned to Us;
- b) to request an examination by a medical referee appointed by Us for a non-fatal injury.

5. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each party. In the event of disagreement between the arbitrators, the differences shall be referred to the decision of an umpire who shall have been jointly appointed in writing by the arbitrators before entering on the reference. An award made following these proceedings shall be a condition precedent to any right of action against Us. In the event that We disclaim liability to You for any claim made under the Policy and such claim is not referred to arbitration within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. Jurisdiction Clause

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

7. Renewal

Unless We receive Your written notice of termination or change in the material particulars of the Policy 30 working days before the renewal date, We will automatically renew Your Policy for a subsequent 12 months period(s) on the same terms, subject to Our receipt of Your renewal premium when due.

We reserve the right to decline renewal or to offer revised or adjusted renewal terms, including the amount of premium prior to the date of such renewal.

8. Premium Payments

All premiums are payable annually and shall be paid when due before any cover commences under this Policy.

9. Currency of Payments

All premiums and claims shall be payable in Hong Kong Dollars.

10. Time Effective

00.01 A.M. standard time in the Hong Kong SAR.

11. Notices to Company

All notices which We require You to give must be in writing and addressed to Us.

12. Severance

If any provision of this Policy is declared by any judicial or other competent authority to be void, voidable or illegal or otherwise unenforceable, the remaining provisions of the Policy shall remain in full force and effect.

Appendix – General Terms

13. Whole Agreement

This Policy contains the whole agreement between the parties and You acknowledge that You have not relied upon any oral or written representation made to You by Us, Our employees or agents.

14. Non-Waiver

Our failure in enforcing at any time or for any period any one or more of the terms or conditions of this Policy shall not be a waiver of them or any of them or of the right at any time subsequently to enforce any or all terms and conditions of this Policy.

15. No Interest Payment on Any Benefit

This Policy does not participate in Our profits and no benefit payable under this Policy shall carry any interest.

16. Change of Occupation

If You shall engage in any business or occupation in which a greater risk may be incurred than in the Business or occupation disclosed in the Application for this Policy without first notifying Us and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as We may require as the consideration for such agreement) then no claim shall be payable in respect of any loss, damage or injury arising out of or in the course of such business or occupation.

17. Consideration

This Policy is issued in consideration of the statements contained in the Application Form and the Policy Schedule and Your payment of premium when due.

18. Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No changes in this Policy shall be valid unless approved by Us and evidenced by endorsement of amendment.

19. Subrogation

We have the right to proceed at Our own expense in Your name against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

20. Payment of Benefit

Payment of any benefit under this Policy is subject to the Definitions and all other terms and conditions pertinent to the benefit.

21. Contribution Clause

If an event occurs giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy and there shall be any other insurance against such loss, damage, expense, or liability or any part thereof, We shall not be liable for more than Our rateable proportion thereof.

Appendix – General Terms

22. Assignment and Liability Discharge

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

23. Cancellation

This Policy may be cancelled by You at any time on request by writing to Us and the premium shall be adjusted on the basis that We retain the Short Term Premium in accordance with the Short Term Premium Table as set out below, provided that no claim has arisen or been made during the current Period of Insurance. The Policy may also be cancelled by Us giving 30 days' notice in writing to You at Your last known address and the premium shall be adjusted on the basis that We retain a pro-rata premium.

Period covered

For a period not exceeding 1 month
For a period not exceeding 2 months
For a period not exceeding 3 months
For a period not exceeding 4 months
For a period not exceeding 5 months
For a period not exceeding 6 months
For a period not exceeding 8 months
For a period exceeding 8 months

We retain

20% of the annual premium
30% of the annual premium
40% of the annual premium
50% of the annual premium
60% of the annual premium
70% of the annual premium
80% of the annual premium
FULL of the annual premium

24. 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.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 3070 5000.

Important Notes:

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

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

