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THE NEW INDIA ASSURANCE CO. LTD.

(INCORPORATED IN INDIA WITH LIMITED LIABILITY)
6th Floor, Mancheung Building, 15-17 Wyndham Street, Central, Hong Kong
Tel:2522 4195, 2522 4196, Fax:2845 2133,2845 2079,E-mail:info@newindiahk.com
(Regd. & Head Office: New India Assurance Bldg., 87, M. G. Road, Fort, Mumbai - 400 001.)

HOME MULTI PERILS INSURANCE POLICY

The proposal and declaration made by the Insured shall be the basis of this contract and the Insured is obliged to pay the premium stated in the Schedule as consideration for this insurance.

This Policy together with the enclosed Schedule and any Endorsements subsequently issued should be read as if they are one document and from the contract between you and us. When it expires it may be renewed. It has been arranged on the basis of information supplied by you to the company. It may be that we would not cover you if all statements made to the company were not entirely truthful and frank. If any circumstance changes or has changed or if there is any other information we should know and you must tell us.

Please examine this document and the Schedule, and if they do not meet your requirements, or if any information is not correctly stated, kindly return the documents at once to the office and ask for the corrections to be made.

Please do not hesitate to contact the Company if you are in any doubt. Our staff are always happy to assist you on all insurance enquiries.

DEFINITIONS
Certain words in the Policy have specific meanings. These meanings are given below. Whenever these words are used, this is what they mean.

"You" means the Insured person(s) named in the schedule.

"We" means 'The New India Assurance Company Limited',

"Accident" means An accident or a series of accidents arising out of one event.

"Bodily Injury" mean Bodily Injury suffered anywhere in the world caused solely and directly from accidental, external, violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental deterioration.

"Contents" means All your furniture, furnishings, home appliances, household improvements and Personal Effects including household appliances hired by you, **but excluding:**

a) motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;

b) livestock, pets and animals;
c) growing crops and plants;
d) watercraft(other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
e) aircraft or any aerial or spatial device and their accessories and spare parts including satellite antennae;
f) mobile/ portable radio telecommunication equipment (e.g. mobile /portable telephones and pagers), tablet computers;
g) property in the course of removal or transit;
h) Specially Held Items;
i) Loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list;
j) personal documents;
k) Contents on roof or in open area.

'Domestic Servant' means The domestic servant(s) named in the Schedule who is legally employed by you or Your Family for working at the Situation stated in the Schedule and is eligible for and covered by the insurance provided under this Policy.

"Excess" means the first amount of any claim which you must bear as you are not insured for this amount.

"Home" means The private dwelling, house, apartment or flat solely for domestic use, being constructed of bricks, stone and concrete, roofed with concrete, located at the Situation mentioned in the Schedule.

"Hospital" means An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

a) has organized facilities for diagnosis, treatment and major surgery;
b) provides twenty-four (24) hours a day nursing services by registered nurses;
c) is under the supervision of one or more Registered Medical Practitioners; and
d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

"House" means The structure of your Home including:
- landlord's fixtures and fittings,
- outbuildings used for domestic purposes,
- swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths, drives but not retaining walls, foundations and drains.

"Household Improvements" means Improvements and betterments on walls, windows, ceiling, floors and doors made by you or Your Family within your Home.

"Insured Person" means The Insured Person(s) named in the Schedule, for whom this insurance has been arranged.

"Money" means Cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, and gift tokens, all held for social or domestic purposes.

"Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong.)

"Personal Effects" means Articles of personal use specifically designed to be worn or carried, belonging to you or any member of Your Family.

"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

"Registered Medical Practitioner" means A person other than You, the Insured Person or his/her family members, who is a practitioner of western medicine duly qualified and legally registered as such under the laws for the Hong Kong Special Administrative Region or the country in which the claim arises and where the treatment takes place.

"Specially Held Items" means: -
a) Items which are held or used in connection with any profession, Business or employment, or
b) Items which are insured under a separate insurance policy.

"Valuable Property" means: -
Jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, collection of stamps, coins or medals, watches, photographic equipment, binoculars, works of art, Chinaware, curios, furs, musical instruments 9excluding pianos).

GENERAL CONDITIONS (APPLICABLE TO THE ALL SECTIONS OF POLICY)
1. The due observance and fulfillment of the terms, conditions and exclusions of the Policy by You, your representative and the Insured shall be conditions precedent to the Company to make payment or to provide indemnity under this Policy.

2. CHANGE IN RISK / TERMS OF POLICY
During the Period of Insurance, You must advise Us of any change made to your home, your house or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

If we wish to change the terms of this Policy, We will advise you in writing at your last known address and the change(s) will take effect 7 days after the date of the advice.

3. **PREVENTION OF LOSS**
You and Your Family must comply with all statutory obligations and take all reasonable steps to:
A. prevent loss, damage or injury and
B. maintain in good condition and sound repair any insured property

4. RECKLESS OR WILFUL ACT/UNOCCUPIED HOME
You or Your Family must not cause or facilitate loss to the insured property or liability by any reckless, willful, malicious, criminal or unlawful act and You must tell Us and have our acknowledgement in writing if your Home is to be unoccupied for more than 30 consecutive days. If these obligations are not fulfilled, we may decline any claim you make.

5. CLAIMS CONDITIONS
When a claim occurs or is likely to occur, you must advise us in writing as soon as possible and within 30 days from the date of occurrence or date of discovery.
For loss or damage claims You must:
i) at your expense provide Us with all certified information and/or evidence as We may request
ii) notify the Police immediately of any items missing or loss by deception, theft, malicious acts, riot or civil commotion.

For liability claims You must:
i) send to Us any letter, claim writ or summons immediately when it is received.

ii) advise Us immediately when You have knowledge of any impending prosecution inquest or fatal inquiry.
iii) not make any admission, offer or promise of payment without our consent and We shall be entitled if We so desire to take over and conduct in your name the defence or settlement or handing of any claim and You shall give all such information and assistance as We may require.

For Bodily Injury claims, You must:
i) forward at your own expense all certificates and information required by Us.
ii) have medical examinations as often as required by Us at your expense. In case of death, We shall require sight of the death certificate and may require a post-mortem examination at Your expense.

6. MISREPRESENTATION
If You or anyone acting for You makes a claim under the Policy knowing the claim to be false, We will not pay the claim and all cover under the Policy is cancelled immediately.

7. SALVAGE
We have the right to the salvage of any insured property which is the subject of the claim.

8. WAIVER OF CLAIMS
The Insured shall not become a party to any agreement the effect of which is that the Insured waives, limits or qualifies any claim in any way which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy.

9. ARBITRATION
All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred or arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. **CONTRIBUTION / OTHER INSURANCES** (not applicable to Section 4 Personal Accident)
If at the time of loss or any claim arising under this Policy, there be any other existing insurance or insurances, whether effected by the insured or by any other person or persons, covering the same property, this company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.

11. **SUBROGATION**
The Company shall be entitled at its dole discretion to prosecute in the name of the Insured regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company.

Any money recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the company and costs and expenses incurred in prosecuting such recovery action.

12. CANCELLATION OF THE POLICY
You may cancel this Policy by writing to Us. If you do, we will refund based on short-term rate subject to a minimum premium of $500.

We may cancel this Policy by giving You 7 day's written notice sent to your last address known to us by ordinary post. If we do, we will refund you the unused part of the premium on pro-rata basis.

13. JURISDICTION CLAUSE
The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Hong Kong Special administrative Region nor to orders obtained in the said Court for the enforcement of judgments made outside the Hong Kong Special Administrative Region whether by way of reciprocal agreement or otherwise.

14. GOVERNING LAW
The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS OF POLICY)
The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilites, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, and resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons
   a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous or contaminating

properties of any nuclear installation, reactor or other nuclear assembly or nuclear component there of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

c) any chemical, biological, bio-chemical, or electromagnetic weapon.

2) War and Terrorism Risks

a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions
of or amounting to an uprising, military or usurped power; or any act of terrorism including but not limited to the use or threat of force, violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in feaf; or

b) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

It is hereby noted that the terrorism exclusion mentioned under 2b) above does not apply to Item 1 "Employees' Compensation Cover" of Section6 "Domestic Servants". The Company may amend this provision according to market changes by giving 7 days' notice to you.

3) Political Risks

a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person

provided that the Company is not relieved of any liability to You in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

b) the destruction of property by order of any public authority

4) **Consequential loss or damage** of any kind unless specifically provided for otherwise in the Policy.

5) Cyber Risks

(i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or hacking

(ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION
For the purpose of this exception only, "Defined Contingency" shall mean fire, lighting, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism
Virus or Similar Mechanism means program code, programming Instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking
Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

If we allege that by reason of these General Exclusions, any loss, damage, costs or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

SECTION 1 – CONTENTS
WHAT IS INSURED
We will cover you and Your Family in respect of the insured Contents while In the Home against any unforeseen sudden accidental physical loss unless the cause is specifically excluded.

WHAT IS NOT INSURED

1) This Section does not cover loss or damage caused by or resulting
   a) wear and tear;
   b) mildew, rot, corrosion, rust, gradual deterioration, insects, vermin;
   c) cleaning, repairing, restoring;
   d) scratching or denting;
   e) domestic animals which you own or are in your custody or control;
   f) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
   g) inherent fault or defective workmanship, defective material or design;
   h) mysterious disappearance or unexplained loss;
   i) deliberate or Malicious acts committed by You or Your Family;
   j) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
   k) infidelity or dishonesty on the part of You, Your Family or any employees of You or Your Family;
   l) landslip, subsidence or erosion;
   m) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundations;
   n) pressure waves caused by aircraft or other aerial devices;
   o) seepage of water unless caused by typhoon, windstorm or rainstorm.

2) This Section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

3. This Section does not cover loss of or damage to any insured Contents which is also insured under Section 5 – Worldwide All Risks of this Policy.

LIMITATION OF COVER

If the Home is not occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lightning, earthquake, typhoon, storm, flood, labour disturbance, riot, aircraft and other aerial or spatial devices or articles dropped from them, burglary, impact by land vehicle or horse or
cattle, water discharged or overflowing or leaking from any water system or installation in or about the Home.

EXCESS

We will not be liable for:

1) the first HK$1,000 or 5% of each and every water damage claim whichever is the greater unless specifically mentioned.
2) the first HK$250 of each and every claim other than those stated in 1)above unless specifically mentioned.

BASIS OF SETTLEMENT OF CLAIMS

Settlement of claims may be made at our option by repair, reinstatement, payment or replacement as new. Unless separately shown with declared values in the Schedule, We will not pay more than:

1) HK$10,000 for any one piece, set or collection of Valuable Property (other than collection of stamps, coins and medals), subject to an aggregate limit of one-third of the Sum Insured as shown in the Schedule during each Period of Insurance;

2) HK$1,000 for any collection of stamps, coins or medals and subject to An aggregate limit of HK$5,000 during each Period of Insurance;

3) HK$100,000 for any one piece, pair or set of Contents items (other than those mentioned in 1) and 2) above).

If an item is partially damaged and can be economically repaired, settlement of claims shall be made by repair.

If damaged item can be repaired but the repair is not carried out, we will pay the reduction in the value of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

If an item has been totally lost or destroyed or cannot be economically repaired, We will at our option replace such property with a new item of similar quality but not better or pay the cost of such replacement whichever is the less without any deduction for wear and tear or depreciation.

In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair or a set of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair or set, and in any event not more than a proportionate part of the sum on the pair or set. Under no circumstances such loss or damage shall be construed to mean total loss of the pair or the set.

We do not have to repair or replace your Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

OTHER BENEFITS PROVIDED

1) ALTERNATIVE ACCOMMODATION

In the event of your Home being rendered uninhabitable due to accidental loss or damage insured under this Section, We will pay the cost incurred for reasonable temporary accommodation for as long as it is reasonably required, subject to a maximum amount of HK$50,000 during each Period of Insurance.

2) **FATAL ACCIDENT BENEFIT**
We will pay HK $50,000 in the event of death within three (3) calendar months of you or Your Family resulting from an injury caused in your Home by fire or thieves. No Excess is applicable.

3) **BURGLARY / ROBBERY HARM ALLOWANCE**
We will pay compensation of HK$5,000 if you or Your Family sustain injury caused by burglars or robbers within your Home, against which a Registered Medical Practitioner has granted sick leave of not less than 4 consecutive days. No Excess is applicable.

4) **LOCK**
We will pay the reasonable cost incurred for the replacement and installation of windows, gate and external door locks and/or keys of your Home with items that are similar but not better, following loss of or damage to keys or locks due to burglary or attempt theft subject to a maximum amount of HK$2,500 during each Period of Insurance.

5) **FROZEN FOOD & DRINKS**
We will pay the cost of replacing food and drinks which are spoilt in your deep freeze unit by:
a) accidental breakdown of the freezer unit which is less than 5 years old;
b) accidental failure of the electricity supply provided such failure is not caused by the deliberate act of the supply authority or its employees.

We will not pay more than HK$5,000 any one claim and in the aggregate during each period of Insurance.

6) **TEMPORARY REMOVAL**
We will cover accidental loss of or damage to the Contents whilst being temporarily removed from your Home to any other premises for cleaning, renovation, repair, modification, or dyeing within Hong Kong. However we will not pay more than the amount as stated below for any one occurrence and in the aggregate during each Period of Insurance. We will not pay more than HK$50,000 any one claim and in the aggregate during each period of Insurance.

7) **REMOVAL OF DEBRIS**
We will cover the cost actually incurred in the necessary demolition shoring up or propping of the building and the removal of debris including the removal of contents whether damaged or undamaged following destruction or damage by any of the perils hereby insured against provided that such cost is not recoverable under any other policy of insurance.

The Company will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

We will not pay more than HK$5,000 for any one occurrence and in the aggregate during each Period of Insurance.

8) **DOMETSIC SERVANT PROPERTY**
We will pay for accidental loss of or damage to personal belongings (excluding Money) of your domestic servant normally residing with You whilst such properties are contained in your Home but We do not cover loss due to failure to observe the terms and conditions of the Policy by your domestic servant as if he or she were You.

We will not pay more than HK$7,500 for any one occurrence and in the aggregate during each Period of Insurance.

9) **EMIGRATION EXTENDED COVER**
This Policy is extended to cover your Personal Effects whilst being kept in the hotel or at an alternative accommodation for a maximum period of one month counting from the date you vacate the insured premises pending emigration overseas.

We will not pay more than HK$2,500 for any one item and HK$50,000 in the aggregate. Subject to a deductible of HK$ 1000 in respect of each and every loss.

10) **HOUSEHOLD REMOVAL**
We will cover accidental loss of or damage to the Contents in the course of removal by professional removers from your Home to your new permanent residence within Hong Kong but we do not cover:
a) Money;
b) Valuable Property;
c) Glass, earthenware and other items of a fragile nature which are not sufficiently and adequately packed;
d) the first HK$1,000 of each and every loss.

We will not pay more than HK$10,000 for any one item and HK$50,000 in the aggregate during each Period of Insurance.

11) **TEMPORARY STORAGE OF CONTENTS**
We will pay for accidental loss of or damage to the Contents whilst they are in temporary storage in a furniture depository within Hong Kong, for up to 30 days from the date the Contents are removed from your Home directly to the furniture depository, but We do not cover:
a) Valuable Property;
b) Money;
c) Specially Held Items;
d) Glass, earthenware and other items of a fragile nature which are not sufficiently and adequately packed by professional packers/removers.

We will not pay more than HK$50,000 for any one occurrence and in the aggregate during each Period of Insurance.

12) CREDIT CARDS

We will pay for losses due to unauthorized use of credit cards up to HK$2,500 for any one occurrence and in the aggregate during each Period of Insurance.

Provided that you comply with all the terms and conditions under which the credit card is issued and report within 24 hours after discovery of all losses of credit cards to the Police and the issuer of the credit cards and that your loss cannot be recovered from any other source.

13) WORLDWIDE PRESONAL EFFECTS / PERSONAL MONEY

We will cover loss of or damage to Personal Effects and/or Money belonging to You or Your Family anywhere in the world, arising Money belonging to Your or Your Family anywhere in the world, arising from robbery or theft involving forcible, violent and visible means. However, we will not pay more than:

a) HK$2,500 any one occurrence and HK$5,000 in the aggregate in Respect of Personal Effects during each Period of Insurance;
b) HK$2,500 any one occurrence and in the aggregate in respect of Money during each Period of Insurance.

14) PERSONAL DOCUMENTS

We will pay You or Your Family for the cost reasonably and necessarily incurred for replacement of credit cards, passports and personal documents including identity card and any certificate of identity accidentally lost or damaged anywhere in the world. We will not pay more than HK$1,000 for any one occurrence and in the Aggregate during each Period of Insurance.

15) SPORTS EQUIPMENT

We will pay for loss of or damage to sports equipment anywhere in the world up to HK$1,500 in the aggregate during each Period of Insurance but we do not cover:

a) damage to or loss of sports equipment while in use or being left unattended ;
b) theft of any pedal cycle away from the Home not securely locked at the time of loss.

16) LANDSLIDE & SUBSIDENCE EXTENSION

This Policy is extended to cover: Loss of or damage to Contents directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
   a) Coastal erosion
   b) Heave
   c) Bedding down of structures or the settlement of made up ground within five(5) years of the completion of such works

ii) loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.

iii) Unless otherwise specifically insured, the cost of removal of subsidence and/of landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the Contents.

iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.

v) Consequential loss or damage of any kind or description.

vi) the first HK$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED:

1) You shall maintain your Home in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.

2) You shall maintain any man-made slope and retaining wall for which you are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated the GEOGUIDE 5–GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, and Hong Kong.

3) You shall notify the Company immediately:
   i) if any excavations are commenced beneath, around or in the vicinity of your Home. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
   ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

17) ALTERATIONS AND REPAIRS

Loss of or damage to the Contents as insured hereunder shall not be prejudiced by any alteration, repair, decoration, maintenance works carried out at your Home by You or any independent contractor called in by You, subject to the period of each such works not exceeding two(2) months, otherwise prior notice thereof must be given to the Company who reserves the right to charge an additional premium in respect of its written permission for the above mentioned work to be carried out at your Home. We will not pay more than HK$50,000 for any one occurrence and in the aggregate during each Period of Insurance

Provided always that the above mentioned work must not be carried out if any alteration or removal of structural support of your Home/House is involved, unless approval is granted by the relevant Authority and specially agreed by us.

LIMIT OF INDEMNITY

The maximum amount we will pay under this Section during the Period of insurance is the Sum Insured as shown in the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

SECTION 2 – PERSONAL & OCCUPIER'S LIABILITY

WHAT IS INSURED

We will indemnify you and Your Family against all sums for which You and Your Family become legally liable:

a) as a private householder occupying your Home
b) as an owner of your Home if it is occupied by You and Your Family only
c) as owner of your House if insurance on Section 3 " House" is effected
d) in a personal capacity other than as an occupier or owner

in respect of:

i) accidental death or bodily injury including illness of any person
ii) accidental loss of or damage to property

occurring during the Period of Insurance and within the Geographical Limits.

We will also pay the legal costs and expenses recoverable by any claimant from you and all costs and expenses incurred with our written consent.

WHAT IS NOT INSURED

This Section does not cover any liability in respect of : -

1) bodily injury to You or Your Family or any person in the service of You;
2) loss of or damage to property belonging to or in the custody or control of You or Your Family or any person in the service of You;
3) the ownership occupation or use of any land or building other than your Home/ House specified in the Schedule;
4) loss of or damage to property being that part of the property or building on which You or any employee or agent of You is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of the property or building;
5) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
6) the exercise of any business, trade, profession or employment;
7) the ownership, possession, driving or use of mechanically-propelled vehicles, aircrafts or watercrafts;
8) the ownership, use or possession of any animals other than domestic dogs or cats;
9) personal injury or bodily injury or loss of , damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
10) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
11) fines, penalties, punitive or exemplary damages;
12) the carrying out of alterations, additions, repairs, pest control, disinfection or home cleaning by independent contractor(s) at Your Home, unless:
    a) the period of each such work does not exceed two (2) months; and
    b) the contract value of each such work does not exceed the amount of HK$ 100,000
    c) the amount of any exterior works which from part of such works does not exceed 20% of the total contract value.

13) breach of any duty imposed by law in relation to any building within the meaning of the Buildings Ordinance(Cap.123) erected in contravention of that Ordinance; or any building works, or street works, carried out in contravention of the Buildings Ordinance(cap. 123);

14) any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means; any claim and loss based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
    a) asbestos, or
    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.

OCCUPIER'S LIABILITY EXTENSION

We will also cover your legal liability arising out of or in connection with damage caused by or resulting from fire, explosion, storm and typhoon:

i) to your Home or part thereof not belonging to You but whilst under your occupation.
ii) to the Contents of your Home or part thereof not belonging to but in charge of / by You or under your control but in no case is your legal liability as bailee included.

OWNER'S LIABILITY IN COMMON AREA

We will also cover You against your proportional Owner's legal liability in respect of the Common Parts of the Building of which your Home/House forms part.

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").

The indemnity is provided only under the following conditions: -
i) this cover is operative only if there is no public liability insurance policy being taken out by or on behalf of the Joint-Owners of the Building (referred to hereinafter as "the Primary Policy") in relation to such Common Parts of the Building; or
ii) Where a Primary Policy has been taken out, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such Primary Policy.

Subject to a limit of HK$1,000,000 for all sums payable by Us including legal costs and expenses arising out of one occurrence or series of occurrences consequent on one source or original cause.

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.

LIMIT OF INDEMNITY
Unless specifically mentioned, our liability under this Section for all sums inclusive for all legal costs and expenses payable arising out of one occurrence or series of occurrences consequent on one source or original cause will not be more than the Limit of Liability as stated in the Schedule.

We may in connection with any one claim or number of claims arising out of one occurrence pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter We shall be under no further liability under this section in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

(Section 3,4,5 and 6 are Optional Covers with additional Premium,
Kindly refer the Schedule of Policy to confirm whether this section is applicable or not)

SECTION 3 – HOUSE BUILDING
WHAT IS INSURED
We will cover you against any unforeseen sudden accidental physical loss to your House unless the cause is specifically excluded.

WHAT IS NOT INSURED
1) This section does not cover loss of or damage to Your House caused By or arising from : -
   a) wear and tear;
   b) mildew, rot, corrosion, rust, gradual deterioration; insects, vermin;
   c) domestic animals which You own or are in your care, custody, or control;
   d) inherent fault or defective workmanship, defective material or design;
   e) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
   f) mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
   g) alterations or repairs involving the removal of structural support;
   h) mysterious disappearance or unexplained loss;
   i) deliberate or malicious acts committed by You or Your Family;
   j) landslip, subsidence or erosion;
   k) settling or cracking of land resulting from earth movements or underground water pressure, shrinkage or expansion of foundation;
   l) pressure waves caused by aircraft or other aerial devices.

2) This Section does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

LIMITATION OF COVER
If the House is not occupied by You and Your Family, We will only pay for loss caused by fire, explosion, lighting, earthquake, typhoon, storm, flood, labour disturbance, riot, aircraft and other aerial or spatial devices or dropped from them, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the House.

AVERAGE CLAUSE
In the event of under-insurance where the sum insured is less than 80% of full rebuilding costs at the time of loss or damage, the amount payable by us under this loss or damage is the proportion which the sum insured bears to the total current rebuilding costs of the House so insured as at the time of the loss. You are considered as being your own insurer for such under-insurance and bear a rateable proportion of the loss.

EXCESS
The first HK$250 of each and every occurrence unless specifically mentioned.

BASIS OF SETTLEMENT OF CLAIMS
We will pay the costs actually incurred to rebuild or repair your House to the same condition and extent it was when new. We will use building materials and construction methods which are commonly used at the time.

We will also pay:
a) any additional amount of costs for making the changes to comply with the Government or local by-laws requirements;
b) architects, engineers and surveyors fees in respect of the rebuilding or repairs where authorised by Us;

c) the cost to demolish and remove the debris.

However, we will not pay for:
a) fees exceeding those authorised under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage;
b) costs incurred in complying with Regulations under which notice has been served upon You prior to the loss or damage, or in respect of undamaged portions of your House.

You must ensure that any repairs or works which we have approved are carried out promptly.

If you do not rebuild or repair your House, We will only pay you the indemnity value immediately before the loss, and the reasonable costs of demolition and removal of debris.

If the House is mortgaged, payment in respect of any loss will be made to the mortgagee whose receipt will discharge us completely.

We have the option of making a cash payment to you or paying the cost of the actual repairs or rebuilding.

OTHER BENEFITS PROVIDED

1) LOSS OF RENT
In the event of your House being rendered uninhabitable due to accidental loss or damage insured under this Section, We will indemnify You against loss of rent payable to You during the period necessary for rebuilding or repairing the House.

We will not pay more than HK$50,000 or 15% of the sum insured on the House, whichever is the lesser, during each Period of Insurance.

2) LANDSLIDE & SUBSIDENCE EXTENSION
This Policy is extended to cover:
loss of or damage to your House directly caused by subsidence of the site or landslip, occurring within the Period of Insurance stated in the Schedule but excluding:

i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
   a) Coastal erosion
   b) Heave
   c) Bedding down of structures or the settlement of made up ground within 5 years of the completion of such works
ii) loss of or damage to paths, drives, fences, gates boundary and retaining walls caused by subsidence and/or landslip.

iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair your House.

iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.

v) consequential loss or damage of any kind or description.

vi) the first HK$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

WARRANTED:
1) You shall maintain your House in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.

2) You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Hong Kong Government including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, civil Engineering Department, Hong Kong.

3) You shall notify the Company immediately:
i) if any excavations are commenced beneath, around or in the vicinity of your House. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
ii) of the operation of an insured peril affecting any part of the site (whether or not the Insured property is involved) or its nearby surroundings.

LIMIT OF INDEMNITY
The maximum amount we will pay under this Section during the Period of Insurance is the Sum Insured shown in the Schedule and such amount is inclusive of all claim payment made under "Other Benefits Provided" as stated herein.

SECTION 4 – PERSONAL ACCIDENT
WHAT IS INSURED
If at any time during the currency of this Policy of Insurance the Insured shall sustain bodily injury caused by violent accidental external and visible means and such injury shall as the direct and sole cause thereof within six calendar months from the occurrence thereof result in:
   i. death- we will pay the Benefits stated in Section A of the Schedule,

ii. loss by physical separation of both hands or both feet or one hand & one foot - we will pay the Benefits stated in Section B of the Schedule
iii. complete and irrecoverable loss of sight of both eyes - we will pay the Benefits stated in Section C of the Schedule

iv. permanent absolute and total disablement (other than specified in ii and iii above) from engaging attention to business or occupation of any kind – we will pay the Benefits stated in Section D of the Schedule
v. totally disable the Insured from engaging in or attending to his usual occupation (but not so as to entitle the Insured to payment under Section B or C or D) - we will pay to the Insured for such total disablement the sum per week stated in Section E of the Schedule
vi. involve the insured in Medical, Doctors, Hospital, Nursing Home, Operation or Dental expenses or cost of medicines, - we will pay the Benefits stated in Section F of the Schedule

Provided always that:

The maximum sum payable in respect of any one period of insurance shall not exceed the Sum Insured under Section A except as may be otherwise specially provided for herein, and section B, C and D are not Cumulative.

The period for which weekly sum insured are payable shall not in respect of any one accident exceed 100 weeks Weekly sums insured shall not become payable until the total amount due has been ascertained ans agreed.

The insurance granted under this Section (Section 4 of the Policy) shall cease to operate from the date of the occurrence giving rise to a claim admitted by the company under Section A or B or C.

CONDITIONS APPLICABLE TO THIS SECTION

1) You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes.

2) Before each renewal of the insurance you must also advise us in Writing of any Bodily Injury or disease which to your knowledge has been suffered by any Insured Person.

3) This section of the Policy may be renewed from year by mutual agreement between you and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the Age of Seventy (70).

WHAT IS NOT INSURED

We will not pay the Benefits for:

1) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with the Insured Person:
   a) flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service;
   b) engaging in air crew;
   c) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country;
   d) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;

2) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with the Insured Person engaging in or practising for:
   a) parachuting or any sporting activities in connection with an aircraft;
   b) hand gliding;
   c) any kind of race(other than on foot or swimming) or trial of speed or reliability;
   d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;

3) Bodily Injury, death or disability indirectly or directly caused by, resulting from or in connection with:
   a) suicide, self-injury or willful exposure to peril (other than in an attempt to save human life);
   b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
   c) the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
   d) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury;
   e) fighting (except in bona fide self-defense), provoked assault, resistance to arrest;
   f) Illegal acts of the Insured or the Insured Person.

If We allege that by reason of these exclusions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be Upon You.

EXTRA BENEFITS

1) FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually Incurred and supported by receipted accounts from a recognized Undertaker within Hong Kong (but only to the extent that they are not Recoverable from any other source) to an amount not exceeding HK$20,000 in respect of death of the Insured Person for whom Compensation is payable under the Policy.

2) EXTENDED SPOUSE COVER

The Company will provide cover for the Insured Person's Spouse in respect of Death Benefit and Permanent Disablement Benefit for an amount not exceeding HK$100,000 provided that the Insured Person has taken out Death Benefit and Permanent Disablement Benefit for an amount not less than HK$1,000,000 under the Policy.

3) CLOTHING AND PERSONAL EFECTS DAMAGE COMPENSATION

The Company will pay the Insured Person who sustains Bodily Injury and damage to the clothing as well as Personal Effects at the same accident (but only to the extent that they are not recoverable from any other source) an amount not exceeding HK$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

4) HOSPITAL CONFINEMENT ALLOWANCE

In the event of the Insured Person being confined in Hospital for treatment of bodily Injury (other than physiotherapy treatment, rehabilitation or convalescent treatment) for which compensation is payable under this Policy, a weekly benefit of HK$500 is payable for such period of confinement subject to a maximum period payable not exceeding fifty-two (52) weeks.

If the period of confinement is less than a week, no benefit will be payable.

5) NO CLAIM BONUS

In the event of no claim being submitted or paid under the Policy during the preceding policy year for the Insured Person, the benefit amount under Death Benefit and Permanent Disablement Benefit of that Insured Person will be increased by ten (10)% compounding each year over a five (5) year period.

In the event of the Insured Person transferring his/her personal accident insurance from another insurance company to Us, he/she will be entitled to the same amount of No claim Bonus as shown on the renewal notice presented to Us. The number of no-claim year on the new Policy will be the same as that shown on the renewal notice, subject to a maximum of five (5) years. The Insured Person shall at his/her own expense furnish to the Company a renewal notice.

No refund premium shall be made to the Insured Person who by any reason whatsoever does not require this increase in cover.

Should a claim happen for the Insured Person during any one Period of Insurance, the amount of the No Claim Bonus of that Insured Person at next renewal shall be reduced to zero.

SECTION 5 – WORLDWIDE ALL RISKS
WHAT IS INSURED

We will cover You and Your Family in respect of Valuables and Personal Effects against any accidental physical loss or damage happening anywhere in the world.

WHAT IS NOT INSURED

We will not cover:

1) Contact or corneal lenses;
2) Mobile/ portable radio telecommunication equipment (e.g. mobile /Portable telephones and pagers), tablet computers.
3) Specially Held Items;
4) Theft
    a) by deception unless deception is used to enter the Home;
    b) from an unattended vehicle unless all windows are securely closed and all doors and the boot are locked;
    c) from any open or convertible car, or a car with the sun roof left open;
    d) of any pedal cycle away from the Home not securely locked at the time of loss;
5) Loss if or damage to any pedal cycle while being used for racing or reliability or time trials;
6) Deliberate or malicious acts committed by You or Your Family;
7) Excluded risks including:
    a) Wear and tear;
    b) Mildew, rot, corrosion, rust, gradual deterioration;
    c) Insects, vermin;
    d) Fungus, atmospheric conditions;
    e) Cleaning, repairing, restoring;
    f) Scratching or denting;
    g) Domestic animals which You own or are in your custody, care or control;
    h) Mechanical breakdown and/or malfunction of electrical appliances and computer equipment;
    i) Inherent fault or defective workmanship, defective material or design;
    j) Depreciation in value;
    k) Mysterious disappearance or unexplained loss;
    l) Loss of or damage to electrical equipment and wiring caused by artificially generated electrical current;
    m) Loss of or damage to sports equipment while in use or being left unattended.

EXCESS

The first HK$250 or 5% of loss (whichever is higher) each and every claim unless specifically mentioned.

BASIS OF SETTLEMENT OF CLAIMS

1) A reinstatement settlement will be made.

2) An indemnity settlement basis will be applied if
    a) claims are on clothing and furs;

b) You decide not to re-instate, repair or replace the lost and/or damaged item.

3) In case of loss of or damage to any item or items, whether specified or unspecified in the Schedule, which form(s) part of a pair or set of the insured property, We will not be liable to pay more than the value of that part(s) lost or damaged regardless of any special value which the parts together may have as a pair or set, and in any event not more than a proportionate part of the sum on the pair or set. Under no circumstances such loss or damage shall be construed to mean total loss of the pair or the set.

4) We will not pay more than HK$5,000 for any single item unless specified in the Schedule.

5) If the property insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon, then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this condition.

LIMIT OF INDEMNITY
The maximum amount we will pay under this Section during the Period of Insurance is the Sum Insured shown in the Schedule.

SECTION 6 – EMPLOYEE'S COMPENSATION COVER FOR DOMESTIC SERVANTS
If any Domestic Servant in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance and arising out of and in the course of his/her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy")indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region) (referred to hereinafter as the "the EC Ordinance") and independently of the EC Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

PROVIDED THAT in the event of any change to the EC Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the EC Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the EC Ordinance had remained unaltered.

THE COMPANY WILL ALSO in the event of the death of the Insured Indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

LIMIT OF INDEMNITY

a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK$100,000,000 irrespective of the number of Domestic Servants who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident of Disease.

b) In relation to any liability of the Insured in respect of a Disease contracted by the Domestic Servant due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:

   i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Domestic Servant's employment to which such Disease was due first affected the Domestic Servant; and

   ii) subject to the limitation of paragraph (b)(I) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Servant's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.

c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.

d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

TERRORISM CLAUSE / ENDORSEMENT

Notwithstanding any provision to the contrary in this Policy of any endorsement thereto it hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") 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 the Loss:

(a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

(b) the Company will only be required to make payment after it has received from the Government (I) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and

(c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceased in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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 the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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 phrases in this Endorsement shall have the same meaning as in the Policy.

EXCLUSIONS

The Company shall not be liable under this item in respect of:

1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2) any sum which the Insured would have been entitled to recover from any part but for an agreement between the Insured and such party;
3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the EC Ordinance;
5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the EC Ordinance or independently of the EC Ordinance;
6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
7) any injury by accident or disease sustained in the USA or Canada;
8) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
   a) asbestos, or
   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.

CONDITIONS APPLICABLE TO THIS SECTION

1) Avoidance of Certain Terms and Right of Recovery

If the Company is obliged by the EC Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

2) Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Domestic Servant.