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COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY 2.0

WHEREAS the Insured, by an Application and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to AIA Company Limited (hereinafter referred to as the Company) for the insurance hereafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance and providing that the liability of the Company shall not exceed the sums insured or other limits expressed in the Schedule.

This Policy, the Application Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have specific meaning wherever it may appear.

SECTION 1 – COMPREHENSIVE PERSONAL LIABILITY

The Company will subject to a limit of HK\$3,000,000 in respect of any one claim or series of claims arising out of one event and in aggregate during each Period of Insurance, indemnify the Insured against all sum for which the Insured may be legally liable for:

- a) accidental bodily injury (whether fatal or not); or
 - b) accidental damage to property
1. due solely to the negligence of the Insured himself occurring anywhere in Hong Kong or whilst traveling WORLDWIDE (excluding U.S.A. and Canada) for a temporary visit not exceeding 60 days during the Period of Insurance, including all costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the written consent of the Company. A deductible with details as per Memorandum 4 is to be applied in respect of each and every claim.

Provided that the Company shall not be liable in respect of:

2. bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the services of the Insured;
3. damage to property that belongs to or in the charge of or under control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured;
4. bodily injury or damage arising out of or incidental to :
 - a) the Insured's profession, business or employment;
 - b) the use or the ownership of lifts, elevators, vehicles, boats, watercraft, aircraft or any livestock other than the Insured's domestic pets which are legally and normally domesticated in Hong Kong;
5. any liability arising from the ownership occupation or use of any land or buildings other than the Insured Building at the Location of Risk as specified in the Schedule;
6. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
7. any deliberate act of any person whatsoever;
8. any bodily injury to any person caused by sickness, disease or gradual physical or mental wear and tear or caused by the Insured intentionally;
9. any liability caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria.

In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitation of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the terms of the Policy so far as they can apply.

The Company is entitled to pay at any time to the Insured the Limit of Liability or any lesser amount for which any claim or claims can be settled and upon such payment, the Company shall relinquish conduct and control of and be under no further liability hereunder in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

SECTION 2 – HOUSEHOLD CONTENTS "ALL RISKS"

The Company will pay the Insured against the accidental physical loss of or damage to the Household Contents up to HK\$500,000 during each Period of Insurance whilst the Household Contents are contained within the Building at the Location of Risk as specified in the Schedule.

Provided that:

1. the Company liability shall be limited to HK\$15,000 for any one article or item;
2. a deductible with details as per Memorandum 4 is to be applied in respect of each and every claim.

Extension of Section 2

The Company will extend the following coverage for the Section 2 – Household Contents:

Provided that a deductible with details as per Memorandum 4 is to be applied in respect of each and every claim.

1. Building Betterment

The Company will pay the Insured up to a maximum of HK\$30,000 per each Period of Insurance for accidental physical loss of or damage to the building betterment including renovation or refurbishment of floorings, fixtures and fittings of the Building at the Location of Risk as specified in the Schedule.

2. Alternative Accommodation

The Company will pay the cost incurred for reasonable temporary accommodation whilst the Building is uninhabitable due to the insured loss or damage to the Building or its Household Contents up to HK\$20,000 during each Period of Insurance subject to a maximum daily limit of HK\$1,000.

3. Temporary Storage

The Company will pay the Insured for accidental physical loss of or damage to the Household Contents which are removed from the Building at the Location of Risk for temporary storage, cleaning, repair, renovation or maintenance within Hong Kong for up to fourteen (14) days. The Company's liability shall in no case exceed HK\$3,000 per article or item and HK\$20,000 in aggregate during each Period of Insurance.

4. Replacement of Locks and Keys

The Company will pay the Insured up to HK\$1,000 for each and every claim for the cost of replacement of damaged locks and keys following an actual forcible and violent breaking into or out of the Building as a result of theft, burglary or robbery.

Limit of Indemnity

The maximum amount the Company will pay to the Insured under this Section during the Period of Insurance will only be the amount shown on the Schedule and is inclusive of the above sub-limit on "Extension of Section 2".

SECTION 3 – PERSONAL EFFECTS AND VALUABLES

The Company will pay the Insured against accidental physical loss of or damage to Personal Effects and Valuables, owned, used or worn whilst in Hong Kong or traveling WORLDWIDE for a temporary visit not exceeding sixty (60) days each time.

Provided that:

1. the Company's liability shall not be more than HK\$3,000 for any one article or item and HK\$15,000 in aggregate during any Period of Insurance;
2. a deductible with details as per Memorandum 4 is to be applied in respect of each and every claim.

Exclusions to Sections 2 & 3

The Company shall not be liable in respect of:

1. loss of or damage to swimming pools, patios, terraces, tennis courts, footpaths, driveways, gates, hedges, fences, water tanks, pipes and apparatus unless the structure of the main Building is also damaged at the same time;
2. loss of or damage to contents, apparatus or equipment contained in or on roof or open area;
3. loss of or damage to food, beverage, plant, landscape, domestic pets, living creatures and the like;
4. loss of or damage to bicycles, motor vehicles, trailers, boats, aircraft, aerial devices, satellite dish and their accessories;
5. loss of or damage to films, tapes, cassettes, cartridge, discs, diskettes or computer records and software;
6. loss of or damage to money, manuscripts, books, plans, drawings, designs, patterns, models or molds;
7. loss of or damage to glassware, porcelain, china, statues, marble and similar fragile or brittle articles;
8. loss of or damage to sports or medical equipment whilst in use;
9. loss of or damage to musical instrument whilst in professional use;
10. loss of or damage to eyeglasses or contact lenses, pagers, portable or mobile phone, notebook, lap-top or palm-top computers (PDA);
11. loss of or damage to any equipment, apparatus or property used in connection with any profession, business or employment, or items which are insured under a separate policy;
12. loss of or damage to any property caused by or due to seepage of rainwater, leakage of water from water tanks, pipes or apparatus;
13. loss of or damage to any property caused by or due to dampness of atmosphere, extremes in temperature or change in humidity;
14. loss of or damage to any property caused by or due to theft or attempted theft except by forcible and violent entry to or exit from the insured premises;
15. loss of or damage to any property caused by or due to theft or attempted theft from any unattended vehicles;
16. loss of or damage to any property caused by or due to any domestic pets or animals;
17. loss of or damage to any property caused by or due to construction, refurbishment, renovation, alteration, restoration, repairing, any process of cleaning or any other uninsurable risks;
18. loss of or damage to any property while the Buildings is unoccupied for more than thirty (30) consecutive days.

MEMORANDUM

1. Replacement Cost Memorandum – Sections 2 & 3 Household Contents, Personal Effects and Valuables

It is hereby agreed that in the event the property insured under Sections 2 & 3 is destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated shall be the replacement cost of the property so destroyed or damaged and the Company will pay not more than the smaller of the following amounts :

1. the full cost of repair at the time of loss; or
2. the declared value or specific limits as stated in this Policy.

Provided that the actual repair or replacement is completed within ninety (90) days from the date of loss or damage, unless agreed by the Company in advance.

2. No Claims Bonus – Section 2 Household Contents

In the event of no claim being submitted or paid under the Section 2 during the preceding policy year, the Sum Insured of this Section for next renewal will be increased by HK\$50,000 and subject to a maximum of HK\$250,000. The bonus should not affect the other limits of this Section.

Should a claim happen during any one Period of Insurance, the total insured amount of this Section for the following year would be remained the same.

3. An Insured cannot claim under both Section 2 and Section 3 for the same loss.
4. **Policy Deductible – Section 1, 2 & 3 Comprehensive Personal Liability, Household Contents and Personal Effects and Valuables**
It is hereby agreed that a deductible is to be applied in respect of each and every claims with details as below :

Excess Table :	At the date and time of accident, the Building is		
	Below or equal to 30 years old	Over 30 up to 35 years old	Over 35 years old
Section 2 & 3 - Non Water Damage	10% of adjusted loss subject to minimum of HK\$500	10% of adjusted loss subject to minimum of HK\$3,000	10% of adjusted loss subject to minimum of HK\$5,000
- Water Damage	10% of adjusted loss subject to minimum of HK\$1,000	10% of adjusted loss subject to minimum of HK\$3,000	10% of adjusted loss subject to minimum of HK\$5,000
Section 1 Third Party Property Damage	HK\$0	HK\$3,000	10% of adjusted loss subject to minimum of HK\$5,000

CLAUSES AND WARRANTIES

Of the following clauses and warranties only those apply which are so indicated in the appropriate place in the Schedule and are each subject to the conditions of the Policy.

DATA RECOGNITION EXCLUSION

- A. The Company will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to :
- correctly recognize any date as its true calendar date;
 - capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
 - capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that we will not pay for damage or consequential loss arising from the failure, inadequacy, or malfunction of any device, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such damage or consequential loss described in A, B or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This exclusion shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril.

Defined Peril shall mean: fire, lightning, explosion, aircraft or impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

GENERAL EXCLUSIONS

This policy shall not apply to losses, damages, bodily injury or any legal liability directly or indirectly caused by, wholly or partly contributed to by or arising from:

- war, invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, terrorism or any war-like operations;
- radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident;
- pressure waves caused by aircraft and other aerial device;
- detention, seizure, confiscation, commandeering, requisition, destruction or damage by customs or other government officials of Hong Kong or other countries;
- unexplained or mysterious disappearance or shortage disclosed on periodic checking;
- the failure or interruption of any gas, water or electricity services or supply;
- misuse or use contrary to manufacturer's instruction, inherent vice, inherent defective, defective design, defective material or faulty workmanship;
- malicious mischief, malicious damage or vandalism by the Insured or any person lawfully in the insured Building;
- deliberate, infidelity or dishonesty action of Insured and any employee of Insured;
- any violation or attempted violation of the law by the Insured;
- any unlawful construction, renovation, alteration of any kind on the premises;
- consequential loss or damage of any kind or description;
- uninsurable risks;
- acts of terrorism committed by any person or persons acting on behalf of or in connection with any organization.

DEFINITIONS

The following terms, when used in this Policy, shall have the below-mentioned meaning:

- "Insured"** shall mean the Named Insured or person(s) named in the Schedule including his/her spouse and any unmarried dependent children and parents permanently living with the Named Insured at the Location of Risk specified in the Schedule.
- "Buildings"** shall mean the private dwelling house, residential flat, garage and all outbuildings of the Named Insured including landlord's fixtures and fittings therein and the walls, gates and fences around and pertaining thereto and all other legal domestic improvements of a structural nature situated at the Location of Risk specified in the Schedule but excluding foundations and drains or any part below the level of under surface of its lowest floor. Unless specifically mentioned the Buildings are deemed declared by Named Insured to be legally constructed of brick, stone, concrete or reinforced concrete and roofed with concrete, reinforced concrete, slate, tile, metal, asbestos or a combination of asbestos and other incombustible mineral ingredients.
- "Household Contents"** shall mean all household goods, appliances, furniture and tenants' fixtures and fittings.

4. **"Personal Effects"** shall mean articles of personal use that are designed to be either worn or carried belonging to Insured.
5. **"Valuables"** shall be deemed to include but not limited to gold, silver, platinum, precious stones, jewelry, watches, furs, antiques and pictures, works of arts (including wall-hanging rug), coin collections, curios, silverware, crystal items or collection, binoculars, telescopes, musical instruments (except piano), photographic equipment, and portable audio / video equipment.
6. **"Money"** shall mean cash, currency notes, bank notes, bank drafts, promissory notes, travelers' cheques, deeds, bonds, bills of exchange, cheques, postal or order money order, securities for money, securities certificates and similar document, bullion, coins, tickets, stamps, vouchers or coupons of any kind.
7. **"Fungi"** shall mean any type of form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas or substance, including any byproducts, produced or released by "fungi".
8. **"Uninsurable Risks"** shall mean:
 - i. any other gradually operating cause.
 - ii. any process of cleaning, dyeing, renovation, re-styling, repairing or restoring;
 - iii. marring, scratching, denting, rust, corrosion, wear and tear or depreciation;
 - iv. "fungi", wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot or bacteria occur, the "fungi", wet or dry rot or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to or assess the effects of, "fungi", wet or dry rot or bacteria;
 - v. Sonic Bangs - pressure waves caused by aircraft or other aerial devices;
 - vi. mechanical or electrical fault or breakdown;
 - vii. rot, fungus, wood worm, beetle, moth, insects or vermin;
 - viii. shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light.
9. **"Terrorism"** shall mean the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear for their lives and/or safety.

GENERAL CONDITIONS

1. Observance of Policy Terms

The Insured shall exercise the due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with and the truth of the information set out in the Application shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. Jurisdiction Clause

The indemnity provided by this Policy and shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong Administrative Region, nor to orders obtained in the said court for the enforcement of judgement made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

3. Change in Risk

During the Period of Insurance, the Insured must notify the Company of any change made to the Household of the Insured or in circumstances which would increase the possibility of loss and pay necessary additional premium due if required.

4. Changes to this Policy

If the Company wishes to change the terms of this Policy, the Company will give notice to the Insured in writing at the last known address of the insured and the change(s) will take effect 7 days after the date of the notice. If the Insured wishes to change the terms of this Policy, the Insured will give notice to the Company and the change(s) will take effect only if there is an approval by the Company.

5. Governing Law

The insurance contract of which this Policy forms part is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

6. Reasonable Precautions

The Insured shall :

- a) use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body;
- b) exercise all reasonable precautions for the maintenance and safety of the property insured;
- c) take all reasonable precautions to minimize any injury, loss or damage, which may occur, and to take all reasonable steps to recover any property lost;
- d) duty comply with and observe all provisions, requirements and regulations of statutory obligations.

7. Claim Procedures under this Policy

- a) **Notice to Company**
Upon knowledge of loss occur or likely to occur, the Insured shall give written notice thereof to the Company within 30 days from the date of occurrence or date of discovery.
- b) **Notice to Police**
In case of loss by burglary, robbery, larceny or vandalism, notice also should be given to the local police.
- c) **Proof of Loss**
The Insured shall file a Proof of Loss to the Company within 30 days from the date of occurrence or date of discovery, unless the Company agrees to extend such time in writing. Upon the Company's request, the Insured shall submit (and, so far as is within his or her power, shall cause all other persons interested in the property and household members and employees to submit) all certified information and evidence at the Insured's expense, sign a sworn statement referring to the loss, and produce all pertinent records for the Company's examination at such reasonable times and places as the Company may designate, and shall co-operate with the Company in all matters pertaining to the loss.
- d) **Non-admission**
The Insured shall not make any admission of liability or enter into any settlement or compromise of a loss without obtaining the written consent of the Company.

- e) **Payment of Loss**
Each claim for loss shall be adjusted separately and from the amount of each loss, when determined, the applicable deductible amount stated in this Policy shall be subtracted. No loss shall be paid hereunder if the Insured has collected the same from others.
- f) **Bailees not to benefit by this insurance**
This Policy shall not accrue directly or indirectly to the benefit of any carrier or bailee.

8. Control of Claims

The Company shall be entitled :

- a) to indemnify the Insured by payment or at its option by reinstatement, repair or replacement;
- b) on the happening of any loss or damage for which indemnity is provided under Sections 1 or 2, to enter any building where the loss or damage has happened, to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company;
- c) to pay at any time to the Insured the Limit of Liability provided under the Comprehensive Personal Liability - Section 3 or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

9. Reinstatement Settlement

The maximum amount the Company will pay for any one claim is the limit(s) as defined in the Policy and Schedule. The decision to repair or replace the damaged property rests entirely with the company.

10. Pair and Set Clause

If there is a loss of an article which is part of a pair or a set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set.

11. Salvage

The Company may pay for the loss in money or for the cost of repair or replacement of the property and may settle any claim for loss of property either with Insured or the owner. Any property so paid for or which is replaced shall become the property of the Company. The Insured and the Company as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and Insured shall be entitled to the property upon reimbursing the Company for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability for any one occurrence.

12. Subrogation

If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all Insured's right of recovery against any other person or persons and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

13. Cancellation Provision

The Policy may be cancelled at any time at request of the Named Insured in writing to the Company and the refund premium, if any, shall be calculated on short rate basis and subject to a minimum retaining premium. The date of cancellation shall be the date that the Company actually receives the said request in writing.

The Company is also entitled to cancel this Policy upon giving seven (7) days notice in writing to the Named Insured at the last known address and the refund premium, if any, shall be adjusted on the pro-rata basis and subject to a minimum retaining premium. The date of cancellation shall be the date stipulated in the cancellation notice in writing.

14. Misrepresentation and Fraud

Any Policy issued hereunder shall be void if the Insured conceals or misrepresents any material fact or circumstance concerning this Policy or the subject thereof; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or the property insured, whether such be done before or after a loss has occurred. If any claim is made under this Policy where fraudulent means or devices are used to obtain compensation, the Company shall have no liability in respect of all claims whatsoever under this Policy.

15. Assignment of Interest under this Policy

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon.

16. Policy Alterations

No alteration in the terms of this Policy shall be valid unless endorsed and signed by an officer or duly authorized signatory of the Company for this purposes appointed.

17. Burden of Proof

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of any exclusions which may be applicable, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

18. Arbitration

Any differences arising as to the amount to be paid under this Policy (liability being otherwise admitted) 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 difference(s) shall be referred to the decision of an Umpire who shall have been appointed in writing by the Arbitrators or failing which the choice of the Umpire shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre before entering on the reference. An award made following these proceedings shall be a condition precedent to any right of action against the Company.

19. Action against the Company

No action, suit or proceeding shall lie against the company unless, as a condition precedent hereto, there shall have been full compliance with all the terms of this Policy, nor until sixty (60) days after the required proofs of loss have been filed with the Company. No action, suit or proceeding for the recovery of any claim under this Policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss out of which the said claim arose. Provided, however, that if by the laws of the state or country within this Policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state or country, to be fixed herein.

20. Other Insurance

Subject to all other applicable conditions appearing in this Policy, the Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this Policy had not been affected, except that the coverage provided for under this Policy shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

21. Parties of the Contract

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

22. 24-hour Home Assistance Service Referral Provided by AIAS (Hotline – 2200-6622)

If misfortune happens, you'll need help. AIA International Assistance Services (AIAS) will provide a 24-hour home assistance referral service to you with the following referral services: locksmith, emergency plumber, air-conditioning engineer, general repairs handyman. This is a referral service Hotline only, all the costs incurred in using the service will be at the Insured's own expenses. The use of the above service arranged by AIAS is at the Insured's own accord. The Company shall not be responsible for any consequential damages arising out of services provided by the service providers referred by AIAS or pay for any expenses incurred. The professionals to whom the Insured are referred by AIAS are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for the act or failure to act on the part of AIAS and these professionals such as, and not limited to locksmiths, technicians etc.

23. Personal Data (Privacy) Ordinance

As a condition precedent to liability of this Company, the Insured has agreed that any personal information collected or held by the Company (whether contained in the application of this Policy or otherwise obtained) is provided and may be held, used and disclosed by the Company to individuals / organizations associated with the Company or any selected third party (within or outside of Hong Kong) for the purposes of processing this Policy and providing subsequent services for this and other financial products and services, direct marketing, and data matching, and to communicate with the Insured for such purposes. The Company may be unable to provide services to this Policy if the Insured fails to provide any information requested.

24. Sanctioned Countries Exclusion

It is understood and agreed that the Company shall not be liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension for any loss of claim arising in, or where the insured or any beneficiary under the policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage, transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent company or its ultimate controlling entity.

In the context of this Policy where permitted/required it is hereby declared that the singular number shall include the plural and vice versa and the masculine gender shall include the feminine and the neuter and vice versa.

AIAS

AIAS is a 24-hour phone assistance referral service, providing Home-related remedies for our valued AIA policyholders

- Claims information Services
- Worldwide Legal Referral
- Plumbing Service
- Locksmith Service
- Electric Service
- Air-conditioner Repair Service
- Pest Control Service
- General Repair Service
- Home Cleaning Service

Take advantage of this Free Service

AIAS is just a phone call away. Just follow these simple procedures to take advantage of this service.

- Dial the local Operator : Hong Kong (852) 2200-6622
- Advise the AIAS Operator of the service you require
- Be prepared to provide the AIAS Operator with complete details. This includes your current location, your personal AIA identification number/AIA policy number.

Take advantage of this referral service. It is free of charge for AIA policyholders. However, the expenses incurred for services rendered by the respective vendors are at the policyholders' own expenses.

For inquiries on other quality AIA Personal Lines insurance products, please call your insurance agent or our **Customer Service Hotline: 3108-1928**

AIAS Hotline (852) 2200-6622

Emergency Telephone Referral Service

PERSONAL INFORMATION COLLECTION STATEMENT

(this “Statement”)

(applicable to all businesses except pension business)

AIA Company Limited (the “Company”, “we”, “us” or “our”) is a wholly owned subsidiary of AIA Group Limited. AIA Group Limited, together with its subsidiaries and affiliates are collectively referred to in this Statement as the “AIA Group” and individually referred to as an “AIA Entity”.

From time to time, it is necessary for you, as an applicant or (prospective) insured member for an insurance policy, or as a customer of the Company (collectively referred to as “you” or “your”), to provide the Company with certain personal data relating to you and/or the beneficiary in connection with the application for, and provision of insurance products and services as well as the carrying out by the Company of other services relating to these insurance products and services. Failure to supply such data may result in the Company being unable to process your insurance applications or to provide or continue to provide the insurance products and services and/or the related services to you. During the course of your relationship with the Company, further personal data relating to you may also be collected in the ordinary course of our business. If you provide personal data to the Company about another individual, you confirm that you are either (i) the parent or legal guardian of the individual, or (ii) you have obtained the individual’s consent to provide his or her personal data to the Company, and for such personal data to be used, processed, disclosed and transferred in accordance with this Statement.

(1) PURPOSES FOR COLLECTING PERSONAL DATA

Personal data relating to you held or collected by the Company (including but not limited to credit information and claims history) may be used by the Company for the following purposes (“Purposes”):

- (i) processing, accepting and/or rejecting applications for insurance products and services;
- (ii) providing insurance products and services to you, and processing requests made by you from time to time in relation to our insurance products and services, including but not limited to requests for addition, alteration or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies;
- (iii) processing, adjudicating, settling and defending insurance claims as well as conducting any incidental investigation, detecting and preventing fraud (whether or not relating to the policy issued in respect of this application);
- (iv) performing functions and activities incidental to the provision of insurance products and services, including, without limitation, reporting, maintenance of online and other services, identity verification, data analysis, research and statistical analysis and reinsurance arrangement;
- (v) exercising the Company’s rights in connection with the provision of insurance products and services to you from time to time, to determine any amount of indebtedness from you, and collecting and recovering from you or any person who has provided any security or undertaking for your liabilities;
- (vi) designing insurance products and services, with a view to improving the Company’s products and services;
- (vii) communicating with you, your authorized representative or the assignee of your insurance policy in relation to any of the purposes set out in this Statement;
- (viii) marketing services, products, advice and other subjects (please see further details in paragraph (3) of this Statement);
- (ix) complying with the obligations, requirements and/or arrangements for disclosing and using data that bind on or apply to the Company and/or the AIA Group or that the Company and/or the AIA Group is expected to comply with according to:
 - (a) any law binding on or applying to it within or outside the Hong Kong Special Administrative Region (“Hong Kong”) existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); or
 - (c) any present or future contractual or other commitment with local, national or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or the AIA Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;
- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the AIA Group and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company’s rights or business (or portions thereof) to evaluate or carry out the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and

- (xii) any other purposes relating to the purposes listed above.

(2) TRANSFER OF PERSONAL DATA

Personal data held by the Company relating to you will be kept confidential but the Company may provide such data to the following parties, whether inside or outside of Hong Kong, to fulfil the Purposes set out above in paragraph (1) of this Statement:-

- (i) any person authorized to act as an agent of the Company for the distribution of products and services offered by the Company;
- (ii) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, telecommunications, computer, payment, data processing, storage, investigation and debt collection services as well as other services incidental to the provision of insurance products and services by the Company (such as insurance adjusters, claim investigators, debt collection agencies, data processing companies and professional advisors);
- (iii) any other person or entity under a duty of confidentiality to the Company or the AIA Group including any AIA Entity which has undertaken to keep such data confidential;
- (iv) insurance companies which propose to insure the Company and its businesses, insurance companies which provide insurance cover to the Company and/or reinsurance companies with whom the Company has or proposes to have dealings;
- (v) any person or entity to whom the Company or the AIA Group is under an obligation or otherwise required to make disclosure under the requirements of any law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations binding on or applying to the Company or the AIA Group or with which the Company or the AIA Group is expected to comply, or to establish, exercise or defend or to protect legal claims, to protect the rights, property or safety of the Company or the AIA Group, or any disclosure pursuant to any contractual or other commitment of the Company or the AIA Group with local, national or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- (vi) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
- (vii) third party reward, loyalty, co-branding and privileges program providers;
- (viii) co-branding partners and/or marketing partners of the Company and/or any AIA Entity (the names of such co-branding partners and/or marketing partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be);
- (ix) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (1)(viii) of this Statement;
- (x) the following persons who carry out any of the purposes described in paragraphs (1)(i)-(1)(iv) of this Statement: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- (xi) any persons who/which you have given instructions, authorization and consent to the Company in order to communicate with and provide information to them.

From time to time, AIA Group or the Company may purchase a business or sell one or more of the Company's business(es) (or portions thereof). In the event that AIA Group or the Company purchase(s) a business, the personal data received with that business would be treated in accordance with this Statement, if it is practicable and permissible to do so. In the event that AIA Group or the Company sell(s) a business, provisions will be included in the selling contract requiring the purchaser to treat your personal data in the same manner required by this Statement.

(3) USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

Subject to your consent, the Company may use your personal data we collected for direct marketing and provide your personal data to the Company's Alliance Program Partners (as defined below) for their direct marketing as described below:

- (i) your name, your contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of you collected by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following services, products, advice and subjects may be marketed:
 - (a) insurance, annuities, pension schemes, wealth management, credit cards, financial, banking and related services and products;
 - (b) reward, loyalty, lucky draw programs or privileges programs and related services and products;
 - (c) services and products offered by the co-branding partners and/or marketing partners of the Company and/or any AIA Entity (the names of such co-branding partners and/or marketing partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and
 - (d) charitable/ non-profitable, educational, recruitment and training causes;

- (iii) the above services, products, advice and subjects may be provided by the Company and/or the persons/providers below:
- (a) any AIA Entity;
 - (b) third party reward, loyalty, co-branding or privileges program providers;
 - (c) co-branding partners and/or marketing partners of the Company and/or any AIA Entity (the names of such co-branding partners and/or marketing partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and/or
 - (d) medical/ healthcare and wellness service providers,
(collectively "**Alliance Program Partners**");
- (iv) in addition to marketing the above services, products, advice and subjects itself, the Company also intends to provide your personal data described in paragraph 3(i) above to all or any of the persons/providers described in paragraph 3(ii) above for use by them in marketing those services, products, advice and subjects described in paragraph 3(ii) above by contacting you. The Company will obtain your written consent (which includes an indication of no objection) before we pass your personal data to Alliance Program Partners for any direct marketing purpose.

If you do not wish the Company to use or transfer your personal data we collected to its Alliance Program Partners for direct marketing, you may exercise your opt-out right by notifying the Company. To exercise your opt-out right, you may write to the Data Protection Officer of the Company at the address and email address provided in paragraph (4) of this Statement, or provide the Company with your opt-out choice in the relevant application form (if applicable).

(4) DATA ACCESS AND CORRECTION RIGHT

In accordance with the Personal Data (Privacy) Ordinance (the "**Ordinance**"), you have the right to request access to and the correction of any of your personal data held by the Company, by writing to the Data Protection Officer of the Company at the following address and email:

The Data Protection Officer
AIA Company Limited
c/o AIA International Limited (as administrator)
12/F, AIA Tower, 183 Electric Road,
North Point,
Hong Kong
Email: AIAHK.Compliance@aia.com

According to the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

- (5) You also have the right to request for the Company's policies and practices in relation to personal data and to be informed of your personal data that is held by the Company by writing to the Company's Data Protection Officer at the address and email provided in paragraph (4) of this Statement.
- (6) Nothing in this Statement shall limit your rights under the Ordinance.
- (7) The Company retains the right to change this Statement.
- (8) A Privacy Addendum under the Personal Information Protection Law of the People's Republic of China supplements this Statement and is available at <https://www.aia.com.hk/en/privacy-statement-main>. The Privacy Addendum applies to you if, you are within mainland China.

Issued by AIA Company Limited

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