

Policy

SmartPlan Shop

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited **SmartPlan Shop** Insurance Policy.

Your Policy consists of

- the proposal form (if any)
- the Policy wording in this jacket
- the Policy Schedule

Your Policy Schedule shows

- details of your cover
- the period of insurance
- the sums insured/monetary limits
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule we will, in the event of accident, injury or loss happening during the period of insurance anywhere in the world, provide insurance as described in the following pages for those Sections you have chosen.

Please read this jacket together with your Policy Schedule to make sure you know what cover is provided.

If you require more cover or different cover, please consult your insurance advisor or AXA General Insurance Hong Kong Limited.

Definitions

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy or Policy Schedule. These are given below or defined at the beginning of the appropriate section.

Accident	As referred to in the definition of injury means a sudden unforeseen and fortuitous event.
Hong Kong	The territorial limits of Hong Kong.
Injury	Bodily injury resulting solely, directly and independently of all other causes from an accident caused by external violent and visible means.
Legislation	The Employees' Compensation Ordinance.
Money	Cash, bank notes, cheques, money orders, postal orders, bills of exchange and current unused postage stamps all belonging to the Insured.
Premises	The building within which your shop is located at the address shown in the Policy Schedule which is constructed of brick, stone or concrete and roofed with concrete, asphalt, slates, tiles, metal sheets or slabs.
Shop	The room or building where your business as stated in the Policy Schedule is conducted with no processing and/or manufacturing of any kind being carried out.
Shop Contents	Property normally kept inside your shop, including tenant's improvements, trade contents including furniture, fixtures and fittings, interior decorations, business equipment and machinery, personal effects belonging to you or your employees and all other contents belonging to you or for which you are responsible but excluding money, stock-in-trade and stock-in-trust.

Shop Contents Sum Insured	The amount of insurance is shown in your Policy Schedule. It represents the maximum amount we would pay under Section 1 (unless otherwise specified).
Stock	Goods incidental to the Insured's business or goods-in-trade or goods-in-trust of the Insured or for which he/she is responsible.
Type of Business	The business exercised at your shop as stated in the Policy Schedule.
We/Us/The Insurer/The Company	AXA General Insurance Hong Kong Limited.
You/Your/The Insured	The person named as the policyholder or Insured in the Policy Schedule.

Conditions (these apply to all Sections)

You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to entertain your claim.

1 Precautions

You must

- take all reasonable precautions to prevent accidents and losses
- comply with all statutory obligations

2 Claims

If any accident resulting in loss or damage, injury or liability to the Insured which may give rise to a claim,

you must

- give written notification to us as soon as reasonably possible
- send to us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify us immediately of any impending prosecution, inquest or fatal inquiry
- at your expense, or at the expense of any person representing you, provide us with certificates, information and other documents as we may reasonably require

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

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

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
- a post-mortem examination in the event of death

3 Cancellation

We may cancel the Policy by sending 7 days' notice by registered letter to you at your last known address. We will return a proportionate part of the premium providing no claims have been made.

You may also cancel the Policy at any time by sending 7 days' written notice. If there has been no claim during the current period we will return a proportionate part of the premium provided the minimum premium has been retained by us.

4 Our Right to Recovery

If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.

5 Fraud

If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.

6 Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against us over the dispute before the arbitrator has reached a decision.

7 Other Insurance(s) (not applicable to Section 4)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.

8 Renewal

We are not obliged to accept any renewal premium or to send you notice of any renewal premium becoming due.

9 Notification of Changes

You must notify us as soon as possible in writing of any change which may affect this insurance and in particular any change of the type of business, your address and premises.

10 Average

If the property hereby insured shall at the time of the loss be of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item of the section shall be separately subject to this condition.

11 Jurisdiction Clause

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

12 Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

General Exclusions

(these Exclusions apply to Section 1 to 6 only)

(A) We will not pay for

- 1 Any accident, injury or loss caused by fraud or dishonesty of any employee of the Insured.
- 2 Any accident, injury or loss caused by shortage due to errors or omissions.
- 3 Any accident, injury or loss due to mysterious disappearance.
- 4 Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities.
- 5 Any accident, injury, disease, loss, or liability occasioned by, or happening through, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion.
- 6 Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization.
- 7 Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

(B) War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

(C) Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

(D) Pollution and Contamination Exclusion Clause

This insurance does not cover any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by pollution or contamination which itself from a peril insured against.

(E) Electronic Data Endorsement B

(IT / Cyber Risk Clarification Clause) (NMA 2915)

i) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils : Fire
Explosion

ii) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy

suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

(F) Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restrictions under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Section 1 – Shop Contents and Stock

COVER

In the event of loss or damage to Shop Contents and Stock contained in your premises, we will at our option pay in cash the replacement amount of the loss or damage, or may repair, reinstate or replace the lost or damaged property.

We will not pay more than the total amount shown in the Policy Schedule for Shop Contents and Stock Sum Insured including all additional benefits under this section, during any one year, subject to the following limits:

1 Shop Contents

Loss of or damage to

- machinery or equipment up to \$100,000 per item
- Computer systems' records - indemnity is limited to the cost value of materials together with the cost of clerical labour used in reproducing such records up to \$35,000 per policy year
- documents, cards, tape files or transparencies up to \$5,000 per item
- the personal effects of you or your employees up to \$5,000 per person

2 Stock

Loss of or damage to trade samples, stock-in-trade and/or stock-in-trust up to \$35,000 per item

3 New for Old Cover

Claims for the loss or destruction of Shop Contents (other than Stock and personal effects) will be settled on the basis of replacement as new provided that you have maintained them in sound condition with good and regular repair.

ADDITIONAL BENEFITS

1 Alterations or Repairs

The insurance afforded by this Policy shall remain operative during the premises in course of structural alterations, repairs or interior decorations. Provided that the maximum contract value of such works shall not exceed \$100,000.

2 Architects' and Surveyors' Fees

We will pay for architects', surveyors' and consultant engineer's fees necessarily incurred in the reinstatement of the premises consequent upon its destruction or damage by a peril hereby insured.

We will not pay more than \$5,000 for architects' and surveyors' fees, during any one year.

3 Damage to Premises by Theft

Loss of or damage to your premises by theft involving actual forcible and violent entry into or exit from your premises or any attempted theft thereat.

We will not pay more than \$20,000 for damage to premises by theft, during any one year.

4 Damage to Property in the Open

Loss of or damage to your Shop Contents including canopy which is left in the open and not contained in fully enclosed insured premises caused by fire, lightning, explosion or vehicle impact.

We will not pay more than 5% of the Shop Contents Sum Insured as stated in the Policy Schedule, during any one year.

5 Debris Removal

We will pay for the cost of removing debris from the premises following loss of or damage to Shop Contents, subject to a maximum limit of 10% of the Shop Contents Sum Insured as stated in the Policy Schedule and provided that a valid claim is payable under Section 1 of this Policy.

We will not pay more than 10% of the Shop Contents Sum Insured as stated in the Policy Schedule, during any one year.

6 Fire Extinguishing Expenses

We will pay for the cost of extinguishing a fire, provided that it is necessarily, reasonably and actually incurred by you, following a fire or an explosion.

We will not pay more than \$10,000 for fire extinguishing expenses, during any one year.

7 Locks Replacement

We will pay for the cost of replacing damaged door locks of your premises with items that are similar, but not better, following a theft or attempted theft or burglary, up to a maximum of \$2,000 during any one year.

8 Roller Shutters and Gate

We will pay for the accidental damage to roller shutters and gate for which you are responsible, up to a maximum of \$20,000 during any one year.

9 Seasonal Increase

Your Stock Sum Insured at the insured premises will be automatically increased by 20% (in addition to the Stock Sum Insured shown in the Policy Schedule) during the peak sales season from November to March of every year.

10 Stock in Transit

Loss of or damage to your Stock while in transit between your premises and anywhere in Hong Kong.

We will not pay more than \$50,000 for stock in transit, during any one year.

11 Temporary Removal

Loss of or damage to your Shop Contents while temporarily removed from the shop for cleaning, repairing or maintenance for a period of up to three months.

We will not pay more than 10% of the Shop Contents Sum Insured as stated in the Policy Schedule, during any one year.

EXCLUDING

Loss or damage

- 1 caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, atmospheric or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown or derangement, faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion.
- 2 arising from depreciation in value, loss of market, or consequential loss.
- 3 to portable computer/personal digital assistant (PDA)/mobile phone/communication device unless specified in the Policy Schedule.
- 4 to articles of a brittle nature unless such damage arises from fire, burglary or theft.
- 5 revealed at routine stocktaking.
- 6 arising from thefts directly or indirectly attributable to illegal actions of the Insured's employees.
- 7 arising from consequential loss or legal liability of any nature other than for goods held under your care, trust, custody or control.
- 8 to money or cash of any description, bonds, bills of exchange, securities, promissory notes, bullion, valuables, jewellery or precious stones.
- 9 due to change in temperature or humidity, failure or inadequate operation or any variation in temperature of an air-conditioning, cooling or heating system.
- 10 of the first \$1,000 of any one loss or damage, other than caused by water.
- 11 of the first \$3,000 or 10% of the loss amount, whichever is the greater, for damage caused by water.

Section 2 – Business Interruption

COVER

In the event of the business at your premises being interrupted for more than 48 consecutive hours and a valid claim is payable under Section 1 of this Policy, we will pay for the additional expenditure reasonably incurred in order to avoid or minimise interruption of your business, for a period up to 12 months from the date of the damage.

Such additional expenditure must be able to assist Insured's early resumption of normal business and/or minimise the Insured's ultimate loss.

We will not pay more than the total amount shown in the Policy Schedule for business interruption including all additional benefits under this section, during any one year.

ADDITIONAL BENEFITS

1 Denial of Access

Loss as insured by this Policy resulting from interruption of or interference with the business in consequence of damage to property in the vicinity of the premises which prevents or hinders the use of the premises or access to it for more than 48 consecutive hours, whether the premises or contents are damaged or not.

We will not pay more than \$500,000 for denial of access during any one year.

2 Professional Accountants' Fees

Any professional accountant's charges reasonably incurred by you for producing and certifying particulars required by us in connection with the verification of the claim.

We will not pay more than \$50,000 for professional accountants' fees, during any one year.

EXCLUDING

- 1 If the business is wound up or otherwise permanently discontinued or is carried on by a receiver or liquidator.
- 2 Loss due to Computer Viruses - loss resulting from interruption or interference with the business arising directly or indirectly from erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons.

Section 3 – Loss of Money

COVER

In the event of loss of money under the circumstances or in the premises described in the Policy Schedule, and provided that all keys and records of combination numbers of the safe(s) and strongroom(s) are removed from the premises and kept in the custody of an insured person when the premises are closed for business and at all other appropriate times.

We will not pay more than the total amount for loss of money, during any one year, subject to the following limits:

(a) Crossed cheques and other non-negotiable items	\$300,000
(b) In transit in Hong Kong in the custody of yourself or your authorized employees	\$30,000
(c) Inside premises during business hours	\$30,000
(d) Inside premises after business hours and in locked safe or strongroom	\$20,000
(e) Inside premises after business hours but not in a safe or strongroom	\$5,000
(f) In a bank night safe	\$30,000

ADDITIONAL BENEFITS

1 Counterfeit Currency

We will pay not more than \$1,000 during any one year for counterfeit currency. All foreign currency including renminbi are excluded.

In the event of a claim, it must be reported to the police within 24 hours of discovery and a report obtained.

2 Damage to Safe, Strongroom or Cash Register

We will pay for damage to safe, strongroom or cash register caused by theft, but not more than \$10,000, during any one year.

3 Sundays and Public Holidays

Loss of money Sum Insured will be automatically increased by 20% for Sundays and Hong Kong public holidays (including the following day). Loss of money in a bank night safe is excluded.

EXCLUDING

Loss

- 1 caused by theft directly or indirectly arising from fraud or dishonesty of any of your employees.
- 2 arising from falsification of accounting books or records or computer records.
- 3 arising from consequential loss of any nature.
- 4 of money from a safe, unless entry to the safe has been made by actual force and violence or after threats of violence upon you or one of your employees.
- 5 of money from the premises specified in the Policy Schedule, or from you or one of your employees, unless such loss follows violence or threats of violence.

- 6 of money whilst outside of the premises (not applicable to money in transit item).
- 7 caused by depreciation, confiscation or shortage due to errors or omissions.
- 8 of the first \$1,000 of any one loss is applicable to item 1 of Additional Benefits under this section.

Section 4 – Shop Assault - Personal Accident

COVER

We will pay up to the benefits stated below in the event of accidental death or permanent total disablement of you or your employee in the premises caused solely and directly by robbery, or attempted theft during the period of insurance.

Payment will be made to you or your employee's beneficiary.

We will pay the benefits stated below provided that any of the following consequences occurs within 12 calendar months of the injury.

BENEFITS

(a) Death	\$75,000
(b) Total and irrecoverable loss of use of one or both eyes, hands or feet	\$75,000
(c) Permanent Total Disablement	\$75,000
(d) Temporary Total Disablement from engaging in or attending to any employment or occupation, while the Insured is under the regular care and attendance of a qualified physician or surgeon.	\$250 per week (for a period not exceeding 100 weeks from the date of the accident)

We will not pay you or your employee's beneficiary more than \$75,000 per person, during any one year.

EXCLUDING

- 1 Death, injury, charge, cost, or expense caused
 - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act
 - by pre-existing physical or mental defect, illness, or infirmity
 - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription.
- 2 Death, injury, charges, cost, or expense arising or caused other than robbery or attempted theft in the shop.
- 3 Death or injury happened outside of the premises.
- 4 Disappearance of the Insured person.

Section 5 – Glass Breakage and Neon Sign

COVER

Accidental breakage of any fixed glass including sanitary fixtures and fittings in the premises for which you are responsible, and including the reasonable cost of temporary boarding arising from such breakage.

We will also pay for the accidental damage to neon signs, signboard and banner (whilst they are fixed in a proper position and not exceeding 5 meters from the Insured's premises or concession).

We will not pay more than \$20,000 for the actual cost of replacing such loss or repairing such damage or the actual value of the property at the time of the loss or damage for glass breakage, neon signs, signboard and banner, during any one year.

EXCLUDING

- 1 Breakage occurring during repairs, alterations, decorations or renovation to, or in the premises.
- 2 Glass, which at the commencement of the insurance thereon, is broken or damaged and not subsequently replaced.
- 3 Scratches which will not be termed as breakages within the meaning of this extension.
- 4 Damage to the property insured caused by faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion.
- 5 The first \$1,000 of any one loss.

Section 6 – Public Liability

COVER

We will pay the amount including all legal costs and expenses incurred with our written consent and all additional benefits shown under this section that you become legally liable to pay, up to the total limit of liability as stated in the Policy Schedule, as damages for

- accidental injury (including death or disease) to any person
- accidental loss or damage to property

which occurs in Hong Kong during the period of insurance and is in connection with your business.

ADDITIONAL BENEFITS

1 First Aid

This Policy is extended to indemnify the Insured and any member of the Insured's first aid of medical organization (other than a qualified medical practitioner) employed under a contract of service or apprenticeship with the Insured against liability as within defined in respect of medical or surgical treatment given by such member in the course of his employment with the Insured.

2 Food &/or Drinks Poisoning

The indemnity provided by this Policy shall extend to include your legal liability arising out of any claim made in respect of poisoning of any kind arising from food and/or drinks sold or supplied by you to any visitors within your shop specified in the Policy Schedule as the premises provided you shall at all times take every possible precaution to prevent any food and/or drinks from deterioration, to ensure that they are free from contamination and fit for human consumption.

We will not pay more than \$3,000,000 for food &/or drinks poisoning, during any one year.

3 Independent Contractor's Liability

The insurance afforded by this Policy shall remain operative during the premises in course of structural alterations, repairs or interior decorations.

Provided that the maximum contract value of such works shall not exceed \$100,000.

4 Overseas Visits

The indemnity provided by this section shall extend to include your legal liability arising from occasional visits outside Hong Kong by any of your directors, partners or employees in connection with your business, provided that such liability occurs during the period of insurance and such directors, partners or employees shall observe, fulfil and be subject to the terms, limits, exceptions, conditions and the jurisdiction clause of this Policy.

5 Signboard Liability

Any amount that you become legally liable as a result of accidental bodily injury or accidental loss or damage to property caused by your neon signs, signboard or banners (whilst they are fixed in a proper position and not exceeding 5 meters from the Insured's premises or concession).

6 Social and Sports

The indemnity provided by this Policy shall extend to include liability arising out of sports, social and welfare organizations sponsored by the Insured.

7 Tenant's Liability

We will indemnify the Insured against legal liability arising from loss of or damage to Business Premises (or fixtures and/or fittings thereof) hired or rented to the Insured provided that this extension shall not apply to liability for loss or damage assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement.

EXCLUDING

(A) Liability in respect of

- 1 bodily injury to you or any member of the Insured's family or household or person under a contract of service or apprenticeship with the Insured or labour master and persons supplied by the Insured or person employed by labour only subcontractors or self-employed person or person hired or borrowed from any public authority company firm or individual while working for the Insured in connection with the Business or any employee of the Insured if the bodily injury arises out of and in the course of his/her employment nor in respect of any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.
- 2 loss or damage to property belonging to you or in your custody or control or that of any of your employees.
- 3 expenditure incurred in doing, or re-doing, or making good, any work which you have contracted to do.
- 4 loss or damage which is assumed by you under agreement and which would not have attached in the absence of such agreement.
- 5 bodily injury caused to any person, or loss of, or damage to, any property caused by vibration or the removal or weakening of support.
- 6 the rendering of or failure to render professional advice or service (other than medical first aid treatment) provided by you or any error or omission connected therewith.
- 7 injury, loss or damage arising from the ownership, possession or use by you, or on your behalf, of

- any mechanically-propelled vehicle or any trailer or the loading or unloading of any vehicle or trailer
- any aircraft, hovercraft, oil drilling platform, rig, watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock
- any power-operated lift, elevator, crane, hoist or their power-operated lifting tackle

8 any goods sold, supplied, repaired, renovated, let on hire or handled by you and no longer in your possession or control, other than food or drink supplied free of charge to employees or visitors for consumption on the premises.

- 9 a) bodily injury or loss of, or damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination
- b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

10 fines, penalties, punitive or exemplary damages.

11 loss of, or damage to, property caused by, or resulting from, the explosion of any boiler or other apparatus owned or used by you, which is intended to operate under internal steam pressure.

12 any wilful or malicious act or any criminal activity.

13 liability arising directly or indirectly from any judgment which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong.

14 liability arising directly or indirectly from a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

(B) Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

(C) The first \$1,000 of any third party property loss or damage, other than caused by water.

The first \$3,000 or 10% of the loss amount, whichever is the greater, for third party property loss or damage caused by water.

Section 7 – Employees' Compensation

COVER

Now this Policy witnesseth that if any Employee in the Insured's immediate employ as specified in the Policy Schedule shall sustain bodily injury or death by Accident occurring or Disease contracted during the period of insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business, the Company will subject to the Policy Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on the Policy indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the 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 Ordinance during or subsequent to the period of insurance altering the legal liability of the Insured under the 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 Ordinance had remained unaltered.

ADDITIONAL BENEFITS

1 Business Trips

This section is extended to provide world-wide cover for all non-manual Employees as specified in the Policy Schedule while they are on business trips.

2 Extraordinary Weather

In the event of any Employee as specified in the Policy Schedule of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions the cover provided under this Policy is extended to indemnify the Insured for death or injury sustained by the Employee as specified in the Policy Schedule whilst proceeding directly to his place of employment or returning therefrom directly to his home such death or injury shall be deemed to have arisen out of and in the course of the Employee's employment for the purpose of this Policy.

3 Social Activities

The Policy is extended to cover Employees as specified in the Policy Schedule whilst attending any functions and social activities organized by the Insured or the Employees' social club.

EXCLUDING

(A) We shall not be liable in respect of:

- 1 The Insured's liability to employees of contractors to the Insured.
- 2 Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3 Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 4 Any Injury by accident or disease sustained outside the Geographical Area.
- 5 Any person who is not an "employee" within the meaning of the Ordinance.
- 6 Any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness.
- 7 Any late payment surcharge for which the Insured may become liable under the Ordinance.
- 8 Any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- 9 Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) nuclear weapons material;
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- 10 The Insured's liability to any employee who has not been specified in the Policy Schedule.

(B) Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

(C) Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restrictions under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

DEFINITIONS (applicable to Section 7 only)

For the purposes of this Policy :

Accident	means an accident or a series of accidents arising out of one event.
Disease	means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
Earnings	means all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
Employee	has the same meaning as assigned to that expression in the Ordinance.
Geographical Area	Hong Kong
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).
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).
The Business	means the usual work and activities carried on by the Insured pertaining to his business as specified in the Policy Schedule and no others.
The Company's Indemnity	means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
The Ordinance	means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
The Proposal and Declaration	means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees to be covered by this Policy (whose particulars have now been specified in the Policy Schedule) during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees covered by this Policy (whose particulars have now been specified in the Policy Schedule) and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured covered by this Policy (whose particulars have now been specified in the Policy Schedule) from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all Employees covered by this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

POLICY 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 shall in the aggregate be limited to the amount specified in the Policy Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies 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 shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
 - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's Indemnity to the Insured under this Policy shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his 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 of 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.
- (e) If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of INSURANCE PREMIUM of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance

shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

JURISDICTION CLAUSE

The indemnity shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

SPECIAL CONDITIONS

- 1 (a) At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Company may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.
- (b) If at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this Policy is not to be called upon in contribution and, subject to the Policy Limit of Liability, is only to pay any amount if and so far as not recoverable under other insurance.
- (c) Changes in Risk.
The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
 - (i) any merger with or acquisition of another company or business;
 - (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
 - (iii) any material change in the nature of the Business.
- (d) Without prejudice to the scope of cover as defined in the COVER in this Section and the Policy Schedule, the Insured shall immediately notify the Company in writing of any material change in the number of the Insured's Employees.

TERRORISM ENDORSEMENT

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is 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 dated 11th January 2002 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 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 ceases 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.

How to Make a Claim

You Should

- 1 Check that the cause of the injury, accident or loss is covered. The Policy contains details of what is covered, what is not covered and how claims are settled.
- 2 Follow the conditions on page 1 of this jacket.
- 3 Complete the claim form obtainable from AXA General Insurance Hong Kong Limited. Claim form can also be downloaded from our company website.
- 4 For any claim under Section 7, a Form 2 (obtainable from the Labour Department) must be submitted to the Labour Department in accordance with the legislation. You should also send a copy to us.
- 5 Take photographs of the damaged items and obtain estimates as soon as possible for repairs or replacements. We should be given an opportunity of inspecting the damage and approving the estimates before permanent repairs are commenced.

However any temporary repairs that are needed to stop further damage should be arranged by you and done immediately, but you should retain the bills as the cost may form part of your claim.

- 6 In connection with any injury, accident or loss which may give rise to a claim under the Policy it is most important that you
 - (a) tell us and provide full details in writing as soon as possible
 - (b) send us any writ, summons or other legal document

We will

- 1 Where necessary, arrange for someone to call as soon as possible. This person will be one of our staff or any person instructed by us.
- 2 In other cases let you know if we need any more information.

Important - Please follow these guidelines as they will assist us in processing your claim.

Please always state your Policy reference and/or claim number in all communications.

Should you have any query or need further advice, please call us on 2523 3061.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("Purposes"), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group ("our affiliates") or our business partners (see "Use and provision of personal data in direct marketing" below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;

- 5 detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6 evaluating your financial needs;
- 7 designing products/services for customers;
- 8 conducting market research for statistical or other purposes;
- 9 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11 conducting identity and/or credit checks and/or debt collection;
- 12 complying with the laws of any applicable jurisdiction;
- 13 carrying out other services in connection with the operation of the Company's business; and
- 14 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 7 the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below "**Use and provision of personal data in direct marketing**".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing:

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;

- c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "**Access and correction of personal data**". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
 AXA General Insurance Hong Kong Limited
 5/F AXA Southside, 38 Wong Chuk Hang Road,
 Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

Caring for Our Customers

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

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

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

An acknowledgement that your complaint has been received will be sent to you within two working days following which your complaint will be investigated. If We have your telephone number We will call you.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, you may write to the Insurance Complaints Bureau at the following address

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

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

Important - Please remember to quote your Policy reference in any communication.

Note: All amounts are in Hong Kong Dollars.