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Property Insurance
SmartHome Optimum

Policy terms and conditions

SmartHome Optimum

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to Your AXA General Insurance Hong Kong Limited SmartHome Optimum Insurance Policy.

Your Policy consists of

- the proposal form
- 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, damage or loss happening during the period of insurance anywhere in Hong Kong (unless stated otherwise in the Policy Schedule), 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 agent or broker 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 Schedule. These are given below or defined at the beginning of the appropriate Section.

Accident	Means a sudden unforeseen and fortuitous event.
Buildings	Your Home shown in the Policy Schedule and the following if they form part of the property <ul style="list-style-type: none">i. domestic greenhouses, tennis hard courts, swimming pools, patios, paths, drives, boundary and garden walls, gates, hedges and fences.ii. landlords' fixtures and fittings.
Flat/Apartment	One room or a set of rooms in a single occupied dwelling on one floor of Building.
Home Contents	These include Household Contents, improvements and betterment on wall ceilings, floors and doors made by You, Valuables and Personal Effects.
Home Contents Sum Insured	The amount of insurance is shown in Your Policy Schedule. It

represents the maximum amount We would pay under Section 1.

Home/Homes	The private residence shown in the Policy Schedule and any garage or outbuildings used for domestic purposes only and forming part of the property.
Hong Kong	The territorial limits of Hong Kong.
House	Any building up to four storeys high and fully owned/ occupied by You.
Household Contents	These include Your furniture, fixtures, fittings and interior decorations, and electrical domestic appliances.
Injury	Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.
Money	This means cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, trading stamps, all held for social and domestic purposes.
Personal Documents	Passport, driving licence, identity card, certificate of identity and the like.
Personal Effects	This means clothes and articles of a strictly personal nature likely to be worn, used or carried. It does not include Valuables or Money.
Unoccupied	Not lived in by You or by a person authorised by You.
Valuables	This means jewellery, articles of gold, silver, or other precious metals, watches, furs, cameras and binoculars, antiques and works of art, collections of stamps, coins and medals.
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.
Your Family	You and Your immediate family members including spouse, child/children, and parent(s) whom residing with You.

The expressions "**Common Parts**", "**Building**", and "**Owner(s)**" have the same meaning as assigned to those expressions in the Building Management Ordinance Chapter 344 of the Laws of Hong Kong (referred to hereinafter as "the Ordinance").

Conditions

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 deal with 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 You 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.

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 1.13)

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance covering such loss or damage or any part of it, The Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage, and if there shall at the aforesaid time be any other subsisting insurance or any of the property which shall be subject to any condition of average, the insurance of such property under this Policy shall be subject to such condition of average in like manner.

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 address.

10 Declaration of "Year Built"

The year when the Building of which Your Home/Buildings forms part as built should be declared by You in the proposal form or in the renewal notice.

11 Jurisdiction

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.

13 This Policy is subject to minimum premium of \$500.

General Exclusions

1 We will not pay for

- i. Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities.
- ii. 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, riot or civil commotion.
- iii. 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 organisation.
- iv. 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
 - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or

- from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

2 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.

3 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.

4 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 form a peril insured against.

5 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 unauthorised instructions or code including a set of maliciously introduced unauthorised 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.

In any claim suit or other proceedings where The Company alleges that by reason of this exclusion any loss or damage or liability is not covered by this Policy the burden of proving that such loss or damage or liability is covered shall be upon the Insured.

6 Sanction Limitation and Exclusion Clause

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

How We Settle Claims

Applicable to Section 1 – Home Contents and Section 2 – Optional Worldwide Personal Belongings

We will at our option pay in cash the amount of the loss or damage or may repair, reinstate or replace, the lost or damaged property.

1 Matching sets and suites

An individual item of a matching set of articles, suite of furniture, sanitaryware or other bathroom fittings is regarded as a single item.

We will pay You for individual damaged items but not for undamaged companion pieces.

2 New for Old Cover

Your Policy covers accidental loss of or damage to Your Home Contents on new for old basis, except deduction for wear and tear will be applied to clothes, furs, footwear, household linen, curtains and upholstery.

Applicable to Section 4 – Optional Building Insurance

If repair or reinstatement is carried out there will be no deduction for wear and tear provided that You have maintained the Building in sound condition with good and regular repair.

Section 1 – Home Contents

COVER

Accidental loss or damage to Home Contents belonging to You and/or Your Family contained in Your Home.

The following limits apply

Loss or damage to

- Household Contents and Personal Effects
 - Per item \$150,000 or 10% of Your Home Contents Sum Insured whichever is the lesser
- Valuables
 - Per item \$15,000
 - Per period of insurance \$500,000 or one-third of Your Home Contents Sum Insured whichever is the lesser, in the aggregate for all claims.
- Desktop computer
 - Per period of insurance \$15,000 in the aggregate for all claims

unless otherwise specified in the Policy Schedule

We will not pay more than the total amount shown in the Policy Schedule for Home Contents including all additional benefits under this section, during any period of insurance.

You cannot claim under both Section 1 and 2 for the same loss.

ADDITIONAL BENEFITS FOR SECTION 1

1.1 Alterations or Repairs

The insurance afforded by this Policy shall remain operative during the course of alterations, repairs or interior decorations to Your Home.

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

1.2 Alternative Accommodation

While Your Home cannot be lived in because of accidental loss or damage covered by this Policy We will pay for the reasonable cost of alternative accommodation, up to a maximum of \$1,500 per day, while Your Home is uninhabitable.

We will not pay more than \$90,000 during anyone period of insurance.

EXCLUDING

Uninhabitable due to Home renovation which is not caused by an insured peril.

1.3 Architects', Surveyors' and Consulting Engineers' Fees

The insurance by this Policy is extended to cover Architects', Surveyors' and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of the Royal Institute of British Architects and/or the Schedule of Professional Charges of the Royal Institution of Chartered Surveyors and/or the Association of Consulting Engineers as the case may be or of the respective equivalent local body, subject to a maximum of 5% (five percent) of Your Home Contents Sum Insured. The total liability under this Policy for both loss to property and such fees shall not exceed the amount of insurance applying under this Policy to the property covered.

You cannot claim under both section 1.3 and 4 for the same loss.

1.4 Automatic Reinstatement of Sum Insured (applicable to Home Contents only)

In the event of loss or damage recoverable under this insurance, Your Home Contents Sum Insured by this Policy shall, in the absence of written notice by The Company or You to the contrary, be immediately reinstated in consideration of which You undertake to pay the appropriate additional premium.

1.5 Brittle Items

We will pay for loss of or damage to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material, up to a maximum of \$5,000 during any one period of insurance, unless otherwise specified in the Policy Schedule.

EXCLUDING

The first \$500 of any loss or damage.

1.6 Credit Cards

Your liability under the terms of any credit card agreement as a direct result of its unauthorised use by any person not related to, or residing with You.

We will not pay more than \$10,000 during any one period of insurance.

EXCLUDING

- 1 Any loss unless You have complied with the terms and conditions of the issuing authority.
- 2 Losses which are not reported within 24 hours after discovery to the police.
- 3 Losses which are not reported to the issuer of the card within 2 hours after discovery.

1.7 Domestic Helper's Personal Effects

The Company agrees that it will indemnify You in respect of loss of or damage to clothing and Personal Effects of Your domestic helper, subject to a maximum limit of \$25,000 for each domestic helper during any one period of insurance and not exceeding \$1,000 for any one article, whilst such properties are in Your Home in which such helper(s) is residing with You or any member of Your Family.

EXCLUDING

- 1 Any loss of or damage to bank notes, currency notes or any other form of negotiable document.
- 2 Any property that does not belong to Your domestic helper.

1.8 Frozen Food

We will pay for loss of or damage to food in the cold chamber of any refrigerator or deep freeze cabinet, caused by the rise or fall in temperature, or contamination by refrigerant or refrigerant fumes, up to a maximum of \$5,000 for any one event. The refrigerator or deep freeze cabinet must be

- 1 in Your Home
- 2 owned by You or Your responsibility
- 3 less than 5 years old

EXCLUDING

Loss or damage caused by

- 1 a deliberate act of supply authority, or the withholding or restricting of power by the authority
- 2 strike, lock-out or industrial dispute

1.9 Household Removal

Loss of or damage to Your Home Contents while moving in transit between Your Home and any new home of You in Hong Kong by professional remover.

We will not pay more than Your Home Contents Sum Insured, as stated in the Policy Schedule, during any one period of insurance, subject to a limit of \$10,000 per article or pair or set (unless specifically declared prior to the transit).

EXCLUDING

Moving

- 1 not handled by professional remover
- 2 outside of Hong Kong

1.10 Landslip and Subsidence

Loss or damage to Your Home Contents caused by subsidence of the site or landslip provided that:

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

- 2 You shall maintain any man-made slope and retaining wall for which You are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3 You shall notify The Company immediately:
 - a) any excavations are commenced beneath, around or in the vicinity of Your Home. In such event the Company shall have the right to vary or cancel the cover provided under this Policy.
 - b) of the operation of an insured peril affecting any part of the site (whether or not Your Home is involved) or its nearby surroundings.

EXCLUDING

- 1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - a) Coastal erosion
 - b) Heave
 - c) Bedding down of structures or the settlement of made up ground within 5 (five) years of the completion of such works
- 2 loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- 3 unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- 4 loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- 5 consequential loss or damage of any kind or description.
- 6 the first \$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as more specifically mentioned in the Policy Schedule as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

1.11 Locks Replacement

We will pay for the cost of replacing windows, door locks and keys of Your Home with items that are similar, but not better, following a theft or attempted theft or burglary, up to a maximum of \$3,000 during any one period of insurance.

1.12 Money

We will pay for Your Money lost at Home.

We will not pay more than \$2,500 during any one period of insurance.

EXCLUDING

Losses

- 1 which are not reported within 24 hours after discovery to the police
- 2 caused by depreciation, confiscation or shortage due to errors or omissions

1.13 Personal Accident

In the event of death of You or Your Family members in Your Home caused solely and directly by accidental fire, or armed robbery during the period of insurance the following benefits will be paid:

- 1 Death of You or Your Family members, benefit will be \$50,000 for each person, but in respect of You or Your Family members aged 18 or below and 70 or over at the time of Injury, the

- death benefit will be \$25,000 for each person.
- 2 Payment will be made to the deceased's estate.

SPECIAL CONDITIONS

You must notify Us in writing as soon as reasonably possible and always within one month of any Accident likely to give rise to a claim.

We are entitled to request a post-mortem examination.

EXCLUDING

- 1 Death, charges, cost, or expense caused
 - a) by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or any unlawful act
 - b) by pre-existing physical or mental defect, illness, or infirmity
 - c) by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription
 - d) directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
 - e) by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them
- 2 Death, charges, cost, or expense arising from or caused by other than accidental fire or armed robbery.
- 3 Death happened outside of Your Home.
- 4 Disappearance of You or Your Family member.

1.14 Property in Your Custody

It is hereby noted and agreed that this Policy extends to cover Household Contents in Your Home while it is in the care, custody and control of You &/or Your Family. Provided that the liability of the Company shall not exceed \$10,000 per article or pair or set and \$50,000 in aggregate during any one period of Insurance.

1.15 Removal of Debris

The insurance by this Policy is extended to cover costs and expenses necessarily incurred by You with the consent of The Company in:

- 1 Removal of debris,
- 2 Dismantling or demolishing,
- 3 Shoring-up or propping,

of the portion or portions of the property insured by this Policy destroyed or damaged by any insured peril hereby insured against, for an amount not exceeding 10% of the adjusted loss.

The total liability under this Policy for both loss to property and debris removal expenses shall not exceed the amount of insurance applying under this Policy to the property covered.

Debris removal expenses shall not be considered in the determination of replacement value in the application of any clause forming a part of this Policy.

EXCLUDING

Any cost or expenses

- 1 Incurred in removing debris except from the site of such property destroyed or damaged and area immediately adjacent to such site
- 2 Arising from pollution or contamination of property not insured by this Policy

1.16 Replacement of Credit Cards/Personal Documents

The Company will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards and Personal Documents for You and Your Family following accidental loss of baggage or purse belonging to You or Your Family.

We will not pay more than \$1,500 during any one period of insurance.

EXCLUDING

Losses caused by depreciation, confiscation or shortage due to errors or omissions.

1.17 Temporary Removal

Loss of or damage to Your Home Contents while temporarily removed from Your Home for cleaning, repairing or maintenance provided that the limit is up to a maximum of \$50,000 during any one period of insurance, subject to a limit of \$10,000 per article.

EXCLUDING

Loss due to reasons other than cleaning, repairing or maintenance.

1.18 24-Hour Home Assistance Hotline Service

24-Hour Hotline : 2851 1990 (service within the territory of Hong Kong only) and quote Your Policy number.

This 24-hour hotline will assist You and Your Family (residing with You) in arranging any of the following services :

- 1 Electrician referral
- 2 Plumber referral
- 3 Locksmith referral
- 4 House Call/Dental referral
- 5 Baby-sitting/Home Nursing referral
- 6 Pest Control/Cleaning Services referral

The hotline service comes to You through AXA Assistance. Upon Your request, AXA Assistance will provide referral information to You on service-providers and their charges. AXA Assistance will also assist You in arranging for a house-call or an appointment, if necessary.

EXCLUDING

- 1 All the costs and charges incurred in using the service provided by the service providers.
- 2 Any consequential loss or damage arising out of the service provided by the service providers referred by AXA Assistance.

You cannot claim under both Additional Benefits for Section 1 and Section 2 for the same loss.

EXCLUSIONS APPLY TO HOME CONTENTS AND ADDITIONAL BENEFITS

ITEMS WHICH ARE EXCLUDED

- 1 Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically and electrically propelled vehicles (which includes motor cycles), but lawn-mowers and garden implements are covered.
- 2 Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above.
- 3 Aerials or satellite dishes for radio and television.
- 4 Property more specifically insured by any other insurance.
- 5 Animals.

- 6 Food and drink (except as covered under Section 1.8).
- 7 Plants.
- 8 Property primarily used for business or employment purposes.
- 9 Contact lenses, mobile phones and portable personal computers.
- 10 Damage to sports equipment whilst in use.
- 11 Any Home Contents on roof or open area (unless otherwise specified in the Policy Schedule), or unexplained or mysterious disappearance of any Home Contents.

EXCLUDING

Loss or damage

- 1 caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, atmosphere or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, renovation or decoration works at Your Home
- 2 caused by mechanical or electrical breakdown or derangement of machinery or equipment unless
 - a) damage by a cause not excluded in the Policy ensues and then We shall be liable only for such ensuing damage; or
 - b) such loss is caused directly by damage to the property insured or to premises containing such property by a cause not excluded in the Policy
- 3 due to defect or mechanical or electrical breakdown or derangement of computer
- 4 caused by chewing, scratching, tearing or fouling by domestic animals
- 5 to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material nature while being handled or actively used (except as covered under Section 1.5)
- 6 arising from depreciation in value, or consequential loss
- 7 arising from the wilful act, intentional vandalism or damage by You, members of Your Family, or any relative, or any person, residing or lawfully in Your Home
- 8 caused by theft or attempted theft from Your Home while Your Home has been Unoccupied for a period exceeding 30 consecutive days
- 9 caused by escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed while Your Home has been Unoccupied for a period exceeding 30 consecutive days
- 10 caused by theft in Your Home should any part be let
- 11 caused by theft from any unattended vehicle
- 12 the first \$1,000 or 10% of the loss amount, whichever is the greater, for loss or damage caused by water damage
- 13 the first \$500 in respect of each and every loss for desktop computer

Section 2 – Optional Worldwide Personal Belongings

COVER

Accidental loss or damage to Valuables, Money and Personal Effects belonging to You and/or Your Family occurring anywhere in the world.

The following limits apply

Loss or damage to

- Valuable
Per item \$5,000 unless otherwise specified in the Policy Schedule

- Money
Per period of insurance \$2,500 in the aggregate for all claims

- Credit Cards
Per period of insurance \$10,000 in the aggregate for all claims
Your liability under the terms of any credit card agreements as a direct result of its unauthorised use by any person not related to or residing with You.

- Personal Documents
Per period of insurance \$1,500 in the aggregate for all claims

We will not pay more than the total amount shown in the Policy Schedule for worldwide personal belongings under this section, during any period of insurance.

You cannot claim under both Section 1 and 2 for the same loss.

ITEMS WHICH ARE EXCLUDED

- 1 Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles).
- 2 Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above.
- 3 Property more specifically insured by any other insurance.
- 4 Animals.
- 5 Food and drink.
- 6 Plants.
- 7 Property or documents primarily used for business or employment purposes.
- 8 Contact lenses, mobile phones and portable personal computers.
- 9 Damage to sports equipment while in use.
- 10 Camping equipment.

EXCLUDING

Loss or damage

- 1 caused by any problems of cleaning, restoring, altering or repairing, atmospheric conditions, wear and tear, moth, vermin or insects.
- 2 to articles of glass or articles of a brittle nature (other than jewellery) while being handled or actively used.
- 3 caused by mechanical or electrical breakdown or derangement.
- 4 to unaccompanied property despatched under a contract of affreightment or by post.
- 5 to property due to delay or confiscation by customs officials or other government authorities.
- 6 due to wear and tear, depreciation in value or consequential loss.
- 7 caused by theft from any unattended or convertible vehicles.
- 8 arising from the wilful act, intentional vandalism or damage by You, members of Your Family, or any relative, or any person, residing or lawfully in Your Home.
- 9 to Your Home Contents while moving in transit between Your Home and any new Home of You anywhere in the world which is not handled by professional remover.

In addition, the exclusions applicable to Money, credit cards and Personal Documents under Section 1.6, 1.12 and 1.116 under Section 1 also apply to Section 2.

Section 3 – Liability to Third Party

COVER

Any amount that You, Your Family members (residing with You) and Your domestic helpers (while he/she is performing the duties) become legally liable to a third party

- as owner/tenant/occupier of Your Home
- as private individuals anywhere in Hong Kong, or anywhere in the world in respect of each visit/trip departing from Your Home up to 30 consecutive days

as a result of

- accidental bodily Injury (including death or disease) to any person
- accidental loss of or damage to third party property

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

Owner's Liability in Common Area

We will also pay any amount that You become legally liable to a third party as a part Owner of the Common Parts of the Building of which Your Home/Buildings forms part.

The indemnity is provided only under the following conditions:–

- a) this cover is operative only if a Building Owners' Corporation Third Party Liability Insurance Policy has been taken out in accordance with Section 28 of the Building Management Ordinance Cap. 344 & the Building Management (Third Party Risks Insurance) Regulation (referred to hereinafter as 'the Primary Policy I'); and
- b) this cover is operative only if there is no applicable third party liability/ public liability insurance policy being taken out by or on behalf of the Owners of the Building (referred to hereinafter as 'the Primary Policy II') in relation to such Common Parts of the Building jointly owned by the Owners; and
- c) in the event that the limit of liability insured under Primary Policy I and II have been exhausted and/or coverage is not operative, this extension applies only in respect of any excess liability above the amount paid or payable under such Primary Policies; and
- d) this cover is subject to the terms, exclusions and conditions of this Policy Subject to Policy limit include legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

We will only indemnify You in respect of Your separate proportional share of liability (and, for the avoidance of doubt, not joint liability) as an Owner in the undivided parts of the Building as determined in accordance with Section 39 of the above mentioned Ordinance.

We will not pay more than the total amount shown in the Policy Schedule during any period of insurance.

ADDITIONAL BENEFITS

3.1 Tenant's Liability (applicable if Your Home is rented)

The Company will pay for the amount, including legal costs and expenses recoverable by any claimants and all costs and expenses agreed by Us in writing, up to but not exceeding the extent You become legally liable as tenant for any reasonable cost of repair in respect of accidental damage to the Buildings during the period of insurance.

We will not pay more than the total amounts shown in the Policy Schedule during any period of insurance.

3.2 Independent Contractor's Liability

The Company will pay for the amount, including legal costs and expenses recoverable by any claimants (other than the independent contractor employed by You or under a contract for service with You or any person working for or employed by the said independent contractor) and all costs and expenses agreed by Us in writing, up to but not exceeding the extent You become legally liable for compensation to bodily Injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to Your Home.

Provided that the contract value of such alteration and/or addition shall not exceed \$100,000 for each contract.

This extension shall not be liable to pay or contribute to any claim recoverable from any valid third party liability insurance or the third party liability section of any Contractors' All Risks insurance held by You or by Your contractor.

We will not pay more than the total amount shown in the Policy Schedule during any period of insurance.

EXCLUDING

- 1 Liability in respect of Injury to You, or any person under a contract of service with You, and arising out of, and in the course of, such person's employment by You.
- 2 Liability in respect of loss of or damage to property belonging to You or in Your custody or control.
- 3 Liability arising from
 - a) any wilful or malicious act
 - b) the pursuit by You of any trade business profession or employment
 - c) the occupation or ownership of any land or building other than Your Home as specified in the Policy Schedule
 - d) the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
 - e) any agreement where such liability would not have attached in the absence of such agreement
 - f) any criminal activity
- 4 Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong.
- 5 Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
- 6 Any cost arising from wear and tear or making good Your Home, whether You are legally liable for such costs under the terms of any tenancy agreement or not. (applicable to Section 3.1 only)

Section 4 – Optional Building Insurance

COVER

We will pay for the cost of repairing or replacing any accidental loss of or damage (the "Damage") to the Buildings. We will pay the cost actually incurred to rebuild or repair the Buildings to the same condition and extent as it was when new. If the Buildings is not repaired or rebuilt, We will only pay You the value of the Buildings at the time of the happening of the Damage or the amount of such damage or at the Company's option reinstate or replace the Buildings or any part thereof.

We will also pay for the debris removal and building fees if there has been damage which is covered under Section 4, as follows

- the cost of removal of debris (maximum 5% of re-building costs)
- architects', surveyors', consulting engineers', legal and other fees which You have to pay to reinstate the Buildings but not for preparing any claim (maximum 5% of re-building costs)
- the additional cost of reinstating the Buildings that You have to pay to comply with statutory building regulations

You cannot claim under both Section 1.3 and Section 4 for the same loss.

IMPORTANT

In addition to the above terms, this section is specifically and separately subject to the terms, exclusions, provisions and conditions contained in the Property All Risks Insurance Policy Jacket as per attached to Your Policy.

EXCLUDING

- 1 The first \$3,000 of any loss or damage caused by water.
- 2 Loss or damage caused by
 - a) normal settlement, shrinkage or expansion
 - b) wear and tear or gradually developing deterioration of the Buildings
 - c) fungus, insects, wet or dry rot
- 3 Loss or damage caused by
 - a) theft or attempted theft
 - b) escape of water from a fixed water, drainage or heating installation, or any washing machine or water bedwhile the Buildings has been Unoccupied for a period exceeding 30 consecutive days.
- 4 Loss or damage caused to radio or television aerials and satellite dishes.
- 5 Mechanical or electrical breakdown or derangement.
- 6 The cost of maintenance or routine redecoration.
- 7 The cost of removal of fallen trees or branches which have not caused damage to the Buildings.

You should also refer to the Policy Exclusions shown on the Property All Risks Insurance Policy Jacket as per attached to Your Policy.

ADDITIONAL BENEFIT

Landslip and Subsidence

Loss or damage to Your Buildings caused by subsidence of the site or landslip provided that:

- 1 You shall maintain Your Buildings in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
- 2 You shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws regulations codes and guides issued by the Government of the Hong Kong Special Administrative Region including the guideline stipulated in the GEOGUIDE 5 – GUIDE TO SLOPE MAINTENANCE published by the Geotechnical Engineering Office, Civil Engineering Department, Hong Kong.
- 3 You shall notify The Company immediately:
 - a) any excavations are commenced beneath, around or in the vicinity of Your Buildings.
In such event The Company shall have the right to vary or cancel the cover provided under this Policy.
 - b) of the operation of an insured peril affecting any part of the site (whether or not Your Buildings is involved) or its nearby surroundings.

EXCLUDING

- 1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
 - a) Coastal erosion
 - b) Heave
 - c) Bedding down of structures or the settlement of made up ground within 5 (five) years of the completion of such works
- 2 loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.
- 3 unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
- 4 loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- 5 consequential loss or damage of any kind or description.
- 6 the first \$10,000 or 10% (ten percent) of each and every loss, whichever is the greater, as more specifically mentioned in the Policy Schedule as ascertained after the application of any condition of average and occurring within each and every separate period of 72 consecutive hours during the currency of this Policy.

----- *End of 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 and excluded and how claims are settled.
- 2 Follow the Conditions on page 1 and 2 of this jacket.
- 3 Complete the claim form obtainable from The Company.
- 4 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.

You should report the loss to the police or other authorities as necessary.

- 5 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.

Customer Service Hotline:

Please keep this policy in good order. Should You have any enquiries, please contact Your insurance agent or broker or call Us on:

2867 8688 for policy coverage enquiries

2867 8555 for claims enquiries

Hotline Office Hour: Monday to Friday 9:00am - 1:00pm, 2:00pm - 5:30pm (except Public Holidays)



SmartHome Optimum Policy Wording

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