

FAMILY PLUS INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

IN CONSIDERATION of the Insured named in the Schedule hereto paying to Chong Hing Insurance Company Limited (hereinafter called 'the Company') the Premium mentioned in the Schedule

INSURING CLAUSE

The Insurance Proposal Form and/or Declaration signed by the Insured together with any information supplied by or on behalf of the Insured is the basis of this Policy. In consideration of the payment of the Premium specified in the Schedule the Company undertakes and agrees, subject to the terms exclusions and conditions specified in this Policy, to indemnify the Insured to the extent and in the manner hereinafter provided in the respective Insurance Sections specified to be operative in and as modified (if applicable) by the provisions of the Schedule in respect of events occurring during the Period of Insurance specified in the Schedule provided that this Policy shall not be in force unless it has been signed in the Schedule by an authorized person.

The coverage under each Section is stated in the relevant parts of the Policy. Additional to the Special Definitions Exclusions and Conditions applicable to the individual Sections, insurance coverage in respect of all Sections is further subject to General Definitions General Exclusions and General Conditions as well as the Schedule.

GENERAL DEFINITIONS (applicable to all Sections)

"The Company" means Chong Hing Insurance Co., Ltd.

"Contents" means furniture, household goods and appliances, personal possessions (excluding Money and domestic animals), clothing, and fixtures and fittings in the Home (excluding landlord's fixtures & fittings), the property of the Insured or of any member of the Insured's Family, or for which the Insured is legally responsible, and which expression also includes leasehold improvements effected by the Insured.

"Domestic Servant" means any person in the immediate remunerated employ of the Insured to provide domestic assistance to the Insured at the Home.

"Home" means the private dwelling in Hong Kong exclusively occupied by the Insured and the Insured's Family located at the Situation specified in the Schedule.

"The Insured" means the person or persons so specified in the Schedule in whose name and for whose benefit this Policy is issued.

"The Insured's Family" means members of the Insured's family, including only spouse, children and parents, permanently living in the Home with the Insured.

"Any One Loss Occurrence" means one occurrence or all occurrences of a series arising out of or attributable to one source or original cause.

"Money" means cash, currency notes, bank notes, negotiable instruments, postal stamps not forming part of a stamp collection, cheques, postal or money orders, and luncheon vouchers.

"Period of Insurance" means the time specified in the Schedule during which the Policy is operative.

"The Policy" means this Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

"Replacement Cost" means the cost of repairing or replacing the insured property with new property of the same kind and quality without deduction for usage or depreciation.

"The Schedule" means the typed sheets attached to this Policy which set out the details of the insurance contract and the Sections of the Policy that are operative. It forms a part of the Policy and should be read in conjunction with the Policy.

"Situation" means the location specified in the Schedule.

In this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

SECTION (1) HOUSEHOLD CONTENTS "ALL RISKS" INSURANCE

INSURANCE COVERAGE

The Company, subject to the terms, exclusions and conditions hereunder, will on Replacement Cost basis indemnify the Insured by payment the reinstatement costs or repair costs (as the case may be) against accidental loss of or damage to such Contents in the Home specified as Insured Items in the Schedule during the Period of Insurance provided that:

- for the purpose of this Section no one single item of Contents, other than household appliances and domestic furniture, fixtures and fittings, is deemed to have a Replacement Cost exceeding HK\$15,000;
- The Company's liability in respect of Any One Loss Occurrence is limited to HK\$700,000 specified in the Schedule as Limit of Indemnity for Section (1) but where any of the undernoted Extensions To Insurance Coverage are also applicable as a consequence of the same loss occurrence the indemnity under such Extensions will be payable in addition; and
- notwithstanding paragraph (b) above, the Company's liability in respect of loss of or damage to jewellery, watches, photographic equipment, furs, musical instruments, antiques, works-of-art, and other valuable articles, arising out of

Any One Loss Occurrence, subject to the per article limit specified in paragraph (a) above, shall not in the aggregate exceed HK\$300,000.

EXTENSIONS TO INSURANCE COVERAGE UNDER SECTION (1)

(1) Alternative Accommodation

In the event of the Home being rendered uninhabitable due to loss or damage insured under this Section, the Company will indemnify the Insured against reasonable expenses for alternative accommodation actually incurred by the Insured during the period necessary for the reinstatement of the Home. The Company's liability under this Extension is limited to HK\$1,500 per day and HK\$50,000 in aggregate Any One Loss Occurrence.

(2) Loss of or damage to Contents temporarily removed from the Home

The Company will pay for loss of or damage to Contents whilst temporarily removed from the Home for the purpose of storage. The Company's liability under this Extension is limited to HK\$50,000 Any One Loss Occurrence.

(3) Loss of or damage to Personal Effects in the Insured's Workplace

The Company will pay for loss of or damage to the Insured's personal effects kept in his usual workplace up to an amount of HK\$5,000 Any One Loss Occurrence. A notice of loss to the Insured's employer and the Police will be necessary in the event of a claim.

(4) Loss of Money and Unauthorized Use of Credit Cards

The Company will indemnify the Insured or the Insured's spouse against accidental loss of Money and/or losses due to unauthorized use of credit cards occurring within Hong Kong Special Administrative Region up to HK\$3,000 Any One Loss Occurrence provided that the Insured and the Insured's spouse (a) comply with all the terms and conditions under which their credit cards are issued, and (b) report within 24 hours after discovery of all losses of Money and/or credit cards to the Police and, for loss of credit cards, additionally to the issuer of the credit cards.

(5) Damage to Refrigerated Food

The Company will pay the cost of replacing refrigerated food in the Insured's home refrigeration unit spoiled by (a) accidental breakdown of the refrigeration unit provided that such unit is less than 10 years old, or (b) accidental failure of electricity or gas supply provided that such failure is not caused by the deliberate act of the public utilities concerned. The Company's liability under this Extension is limited to HK\$3,000 Any One Loss Occurrence.

(6) Loss of or damage to Domestic Servant's Property

The Company will pay for loss of or damage to the property of the Insured's Domestic Servant normally residing in the Home provided that (a) the loss or damage would have been covered by this Section had the property belonged to the Insured, and (b) the Domestic Servant observes the terms and conditions of the Policy as if she were the Insured. The Company's liability under this Extension is limited to HK\$3,000 Any One Loss Occurrence.

(7) Removal of Debris

The Company will pay for costs and expenses reasonably incurred by the Insured with the Company's consent in removing from the Home debris of insured property that has been damaged or destroyed by a peril hereby insured against provided that the Company's liability under this Extension is limited to HK\$20,000 Any One Loss Occurrence.

(8) Burglary Damage To External Doors Windows and Locks

The Company will pay for costs and expenses reasonably incurred for the repair or replacement of external doors and windows, and external door locks and/or keys damaged or lost as a result of burglary or attempted burglary provided that the Company's liability under this Extension is limited to HK\$3,000 Any One Loss Occurrence.

(9) Interior Decoration Work

The Company will pay up to the maximum sum insured as specified in the Schedule to the accidental loss of or damage to such Contents in the Home specified as Insured Items in the Schedule during the period of renovation, decoration, repair and alteration works being undertaken by contractors provided that the total contract value does not exceed HK\$100,000 and the aggregate period involved is not longer than two consecutive months in duration.

SPECIAL EXCLUSIONS – as per "Special Exclusion Applicable To Section (1) and Section (5)" specified hereinafter.

SPECIAL CONDITIONS – as per "Special Conditions Applicable To Section (1) and Section (5)" specified hereinafter.

SECTION (2) OCCUPIER'S AND PERSONAL LIABILITY INSURANCE

INSURANCE COVERAGE

The Company will indemnify the Insured against legal liabilities.

- (a) as private householders occupying the Home;
 - (b) as owner of the Home;
 - (c) in any other personal capacity;
- in respect of
- (i) accidental death or bodily injury to any person;
 - (ii) accidental loss of or damage to any person's property;

caused by the negligence of the Insured or the Insured's Family or the Domestic Servant employed by the Insured, occurring during the Period of Insurance within the Geographical Limits.

Provided always that the liability of the Company under this Section including costs and expenses incurred by or on behalf of the Insured with the Company's written consent is limited to the amount specified as Limit of Liability under this Section.

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

GEOGRAPHICAL LIMITS

Hong Kong Special Administrative Region and elsewhere in the world in respect of journeys abroad undertaken by the Insured provided that no one such journey abroad shall exceed thirty consecutive days.

LIMIT OF LIABILITY

The Company's liability under this Section is limited to:

- (a) HK\$1,500,000 in respect of Any One Loss Occurrence in the United States of America or Canada and in aggregate during the Period of Insurance;
- (b) HK\$5,000,000 in respect of Any One Loss Occurrence anywhere else in the world and unlimited during the Period of Insurance.

If the Company is liable to indemnify more than one party, the total amount of indemnity to all such parties will not exceed the same Limit of Liability as specified.

OWNER'S LIABILITY IN COMMON AREA EXTENSION

- (1) For the purpose of this Extension:
 - (a) the expression "the Insured Premises" means the premises located at "Situation";
 - (b) the expression "the Legislation" means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); and
 - (c) the expressions "Common Parts", "Building", and "Owner(s)" have the same meaning as assigned to those expressions in the Legislation.
- (2) This Extension is operative only if the Insured is the Owner of the Insured Premises.
- (3) Subject to the preceding paragraph(2), it is hereby noted and agreed that insurance coverage under Section (2) "Occupier's & Personal Liability Insurance" of this Policy is extended to indemnify the Insured in respect of his liabilities as Owner of the Insured Premises provided that if such liabilities are indemnifiable by any other insurance policy taken out by or on behalf of the Insured, this extension applies only in respect of any excess liability beyond and above the amount paid or payable under such other insurance policy.
- (4) Subject to the preceding paragraph (2), insurance coverage under Section (2) "Occupier's & Personal Liability Insurance" of this Policy is extended to indemnify the Insured in respect of his proportional legal liabilities as a Part-Owner of the Common Parts of the Building of which the Insured Premises forms part subject to the following conditions.
 - (a) (i) this insurance extension is operative only if such liabilities are not indemnifiable by any other insurance policy taken out by or on behalf of the Insured or taken out by or on behalf of the Joint-Owners of the Building, or
 - (ii) where such an insurance policy has been taken out, this insurance extension applies only in respect of any excess liability beyond and above the amount paid or payable under such other insurance policy; and
 - (b) Subject always to preceding sub-paragraph (4)(a), the indemnity under this insurance extension applies only to and is limited to the Insured's separate proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a Part-Owner in the undivided parts of the Building as determined in accordance with Section 39 of the Legislation.
- (5) Notwithstanding anything to the contrary contained in the Policy or in this Extension, the Company's liability under Section (2) and/or under this Extension arising out of anyone occurrence shall be limited to the amount specified in Section (2) "Occupier's & Personal Liability Insurance" of the Policy as "Limit of Liability".

SPECIAL EXCLUSIONS APPLICABLE TO SECTION (2) AND THEIR EXTENSION

The Company shall not be liable for liabilities:

- (a) in respect of bodily injury (including death or disease) caused to any person who is in the employ of the Insured or is a family member of the Insured (for avoidance of doubt, the Insured's Domestic Servant is deemed to be in the employ of the Insured);
- (b) in respect of accidental loss of or damage to property owned by or held in trust by, or in the care, custody or control of the Insured or a family member of the Insured or any servant or agent of the Insured;
- (c) arising from occupation or use of any land or building or part thereof other than occupation or use of the Home;
- (d) arising from ownership or co-ownership of any land or building or any part other than the Home specified in the Schedule subject to the preceding paragraph under "Owner's Liability in Common Area Extension";
- (e) in respect of advice design specification or services given or provided in a

- professional capacity or any breach of duty owned in a professional capacity by the Insured;
- (f) arising out of or in the course of the Insured engaging in any employment, occupation, trade or business activities;
- (g) assumed by the Insured by agreement unless such liabilities would have attached to the Insured even in the absence of such agreement;
- (h) arising from willful acts, malicious acts or intentional vandalism by the Insured, Domestic Servant, any family member of the Insured, or any person residing or lawfully in the Home;
- (i) in respect of ownership, possession, driving or use of mechanically-propelled vehicles, aircraft or watercraft;
- (j) in respect of use of any horse or arising out of hunting racing or polo;
- (k) arising from or caused by pollution or contamination;
- (l) in respect of fines penalties punitive aggravated or exemplary damages;
- (m) in respect of any claim under the Employees' Compensation law;
- (n) in respect of accidental death or bodily injury to any person and/or accidental loss of or damage to any person's property during the period of renovation, decoration, repair and/or alteration work being undertaken or carried out at Home.

SECTION (3) FAMILY PERSONAL ACCIDENT INSURANCE

In the event of the Insured or the Insured's spouse sustained bodily injury caused by fire explosion or robbers or burglars at the Home, the Company will pay the Insured or the Insured's estate:

- (a) HK\$50,000 if the Insured or the Insured's spouse dies or HK\$100,000 in aggregate during the Period of insurance if both the Insured and the Insured's spouse die within 3 calendar months as a result of such bodily injury, where the event comprises more than one person, each person is entitled only to a proportionate share of the maximum limit; and/or
- (b) the medical expenses actually incurred by the Insured or the Insured's spouse as a result of such bodily injury up to a limit of HK\$5,000 anyone person.

SECTION (4) HOME ASSISTANCE SERVICES

The Company has arranged for the Insured to access the following home assistance services provided upon the Insured's specific request by Europ Assistance Hong Kong Ltd. ("EAHK"):

- (a) Repairs to home installations and appliances: EAHK will dispatch a certified electrician, plumber, locksmith, or technician to attend on the Insured.
- (b) Doctor's house calls and dental referrals: EAHK will arrange for house calls by a duly registered medical doctor or make appointments with a duly registered dental surgeon.
- (c) Baby-sitter nursing house-cleaner pest control ect services: EAHK will arrange for such service providers to attend on the Insured.

The costs of such services are for the Insured's own account. Further, neither the Company nor EAHK assumes any liability arising from the performance of such services. To enlist EAHK's assistance, the Insured may contact EAHK's Alarm Centre 24-Hours Hotline on (Hong Kong) 2862-0165 quoting this Insurance Policy Number.

SECTION (5) WORLDWIDE PERSONAL EFFECTS "ALL RISKS" INSURANCE (operative only if so stated in the Schedule)

- (1) The Company, subject to the limits conditions and exclusions hereunder, will on Replacement Cost basis indemnify the Insured by payment reinstatement or repair against accidental physical loss of or damage to property belonging to the Insured or the Insured's Family occurring anywhere in the world during the Period of Insurance provided that the Company's liability under this Section (5) is limited to:
 - (a) HK\$5,000 in respect of loss of or damage to any one of the insured items listed in the Schedule; and
 - (b) HK\$30,000 in respect of loss of or damage to all insured items listed in the Schedule in aggregate during the Period of insurance.
- (2) If this Policy has been endorsed by a "Valuable Personal Property 'All Risks' Memorandum":
 - (a) The Company's liability in respect of loss of or damage to any item of property specified in the said Memorandum is limited to the amount specified for that item in the Memorandum; and
 - (b) The indemnity offered by the Company in respect of loss of or damage to items of property specified in the said Memorandum shall not be taken into account in the application of the HK\$30,000 limit specified in paragraph 1(b) of this Section.

SPECIAL EXCLUSIONS – as per "Special Exclusion Applicable To Section (1) and Section (5)" specified hereinafter.

SPECIAL CONDITIONS – as per "Special Conditions Applicable To Section (1) and Section (5)" specified hereinafter.

SECTION (6) DOMESTIC SERVANTS INSURANCE (operative only if so stated in the Schedule)

INSURANCE COVERAGE

The Company will indemnify the Insured:

- (a) against liabilities at law to pay compensation to the Domestic Servant for injury by accident or disease arising out of and in the course of the employment with the Insured either under the Employees' Compensation Ordinance and/or at Common Law; and
- (b) in respect of medical and surgical expenses incurred by the Domestic Servant whilst she is hospitalized only;

occurring during the Period of Insurance provided that the liability of the Company under this Section is limited to the amounts specified hereunder as Limit of Liability.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representative provided that such legal personal representative shall, as though he were the Insured, observe fulfill and be subject to the terms exclusions and conditions of this Policy so far as they

can apply.

which determines the proclamation or maintenance of marital law or state of siege;

GEOGRAPHICAL LIMITS

Anywhere within Hong Kong Special Administrative Region

LIMIT OF LIABILITY

The Company's liability under this Section is limited to:

- (a) Under Employees' Compensation Ordinance and/or at Common Law: HK\$100 million any one event inclusive of costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- (b) In respect of medical and surgical expenses: HK\$5,000 in aggregate during the Period of Insurance.

SPECIAL EXCLUSIONS

The Company shall not be liable in respect of:

- (a) any liability arising from Pneumoconiosis or Noise-Induced Deafness;
- (b) any injury by accident or disease sustained by the Domestic Servant outside the Geographical Limits;
- (c) any late payment surcharge fines penalties punitive aggravated or exemplary damages for which the Insured may become liable under Employees' Compensation Ordinance or independently of the Ordinance;
- (d) any liability assumed by the Insured by agreement unless such liability would have attached to the Insured even in the absence of such agreement.

SPECIAL CONDITION

- (a) This Section shall not (unless the Company shall in writing confirm otherwise) be renewable in respect of any Domestic Servant after the expiry of the Period of Insurance during which the Domestic Servant attains the age of 66;
- (b) If the Company is obliged by Employees' Compensation Ordinance to pay any amount for which the Company would not otherwise be liable under this Policy, the Insured shall forthwith repay such amount to the Company.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION (1) AND SECTION (5) AND THEIR EXTENSIONS

- (1) The Company will not be liable for loss of or damage to:
 - (a) trees, plants, or domestic animals;
 - (b) property on roof-top or in the open, including satellite dishes, receivers & ancillary equipment;
 - (c) portable telephones, contact lenses or pagers;
 - (d) property owned or held in trust by the Insured or the Insured's Family for business, profession or trade purposes;
 - (e) deeds, bonds bills of exchange, securities, documents, or manuscripts.
- (2) The Company will not be liable for loss of or damage to property caused by due to or attributable to:
 - (a) scratching, denting, chipping, wear-and-tear, depreciation, deterioration, moths, vermin, insect, domestic animals, damp, rust, rot, corrosion, the action of light or atmosphere, or any other gradual operating cause;
 - (b) any process of cleaning, repair, renovation, maintenance, modification, servicing or dyeing subject to "Extension to Insurance Coverage under Item(9) of Section (1)";
 - (c) misuse or use contrary to manufacturers' instructions;
 - (d) theft (including burglary) or escape of water from any domestic appliance or water supply or drainage installation occurring whilst the Home remains unoccupied for more than thirty consecutive days;
 - (e) theft of property left in unoccupied vehicles;
 - (f) delay or confiscation by custom officials or other government authorities;
 - (g) willful acts, malicious acts or intentional vandalism by the Insured, Domestic Servant, members of the Insured's Family or any relative or any person residing or lawfully in the Home.
 - (h) pollution or contamination.
- (3) The Company will not be liable for:
 - (a) loss of any property by disappearance or shortage not identifiable with any specific occurrence;
 - (b) mechanical or electrical breakdown or derangement, or the breakage of electrical valves bulbs or tubes;
 - (c) the cost of repairing replacing or rectifying any property which is defective in material or workmanship or in which there is a fault defect error in design plan or specification;
 - (d) loss of or damage to unaccompanied property despatched under a contract of affreightment or by post.
- (4) The Company will not be liable for the first HK\$200 of each and every claim.

SPECIAL CONDITIONS APPLICABLE TO SECTION (1) AND SECTION (5) AND THEIR EXTENSIONS

Where any item of insured property consists of articles in a pair or set, the Company shall not pay more than the value of any particular part or parts which may have been damaged or lost, and such payment shall be without reference to any special value which such article or articles may have as part of such pair or set, nor shall the Company pay more than a proportionate part of the value of the pair or set.

GENERAL EXCLUSIONS (applicable to all Sections)

The Company will not be liable in respect of:

- (1) any accident, loss, damage, expense, liability or bodily injury occasioned by or happening through or in consequence directly or indirectly of:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
 - (b) mutiny, military or popular rising, insurrection, revolution, military or usurped power, martial law or state of siege or any of the events or causes

- (2) any accident, loss, damage, expense, liability or bodily injury occasioned by or happening through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to property insured by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Home is situated;
- (3) any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by (a) nuclear weapons material, or (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this General Exclusion (3), combustion shall include any self-sustaining process of nuclear fission;
- (4) consequential loss or damage of any kind except as provided for in Extension (1) of Section (1); and
- (5) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of General Exclusion (1) any accident, loss, damage, expense, liability or bodily injury is not covered by this Policy, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.

GENERAL CONDITIONS (applicable to all Sections)

- (1) The Insured shall exercise all reasonable precautions for the maintenance and safety of the insured property.
- (2) In the event of any occurrence which may give rise to a claim under this Policy, the Insured or his legal personal representative:
 - (a) shall forthwith notify the Company in writing;
 - (b) if there has been theft or any attempt thereof, shall forthwith give notice to the Police;
 - (c) shall at his own expense supply the Company with full particulars of the loss or damage in writing as soon as possible and in the case of a claim under Section (1) and/or (5) not later than thirty days after the occurrence of the loss or damage;
 - (d) if a claim arises under Section (2) and/or (6) shall forthwith send to the Company any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
 - (e) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent; and
 - (f) shall give the Company all such information as the Company may reasonably require.
- (3) The Company shall be entitled:
 - (a) on the happening of any loss or damage for which indemnity is provided under Sections (1) and/or (5) to enter any building where the loss or damage has happened and to take and keep possession of the insured property and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company;
 - (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured or the Insured's legal personal representative in respect of any liability covered by this Policy;
 - (c) to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of any indemnity provided by this Policy; and
 - (d) to pay at any time to the Insured the Limit of Liability under Section (2) or (6) or any lesser amount for which any claim can be settled and upon such payment the Company with relinquish the conduct and control of and be under no further liability in connection with such claim except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim before the date of such payment.
- (4) If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy, there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof. The provisions of this General Condition (4) however shall not apply to any claim under Section (3)(a).
- (5) If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.
- (6) Unless otherwise expressly stated nothing contained herein will give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured will give no right of claim hereunder to such person, the intention being that the Insured will in all cases claim for and on behalf of such person and the receipt of the Insured will in any case absolutely discharge the Company's liability hereunder in respect of such loss.

- (7) This Policy may be cancelled at any time:
- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period premium (as set below) for the time the Policy has been in force:

Not Exceeding	
1 month	10% of Annual Premium
2 months	20% of Annual Premium
3 months	30% of Annual Premium
4 months	40% of Annual Premium
5 months	50% of Annual Premium
6 months	60% of Annual Premium
7 months	70% of Annual Premium
8 months	80% of Annual Premium
9 months	90% of Annual Premium
Not Exceeding 9 months	Full Annual Premium

- (b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- (8) If any dispute shall arise and/or any difference shall arise as to the amount to be paid under this Policy, such dispute and/or difference shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre.
It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.
- (9) This Policy is subject to the jurisdiction of and is to be construed in accordance with the laws of The Hong Kong Special Administrative Region.

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