

# Landlord Protection Policy



This Policy is a contract between Us, FWD General Insurance Company Limited and You, the Insured.

We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The information on the Proposal Form and Declaration signed by You, the Schedule and any subsequent endorsements form part of this Policy.

The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the Proposal Form and Declaration are conditions precedent to any liability of Us to make any payment under this Policy.

## **IMPORTANT NOTICE**

1. Please examine this Policy carefully. For enquiries please contact Us or your Insurance Broker/Agent immediately.
2. According to the Cancellation Condition of this Policy, We will charge a minimum premium of HK\$600 if the Policy is terminated at Your request.

## **請注意**

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣六百元正保費。

## 1. DEFINITIONS

Any word or expression which has a specific meaning has the same meaning whenever it appears.

- 1.1 **Accidental Bodily Injury** means bodily injury to any person other than You or any personal representative in Your service. Such bodily injury must have been sustained by external means caused solely by an accident, is independent of any other cause and not due to illness or disease.
- 1.2 **Accidental Loss or Damage** means physical loss or damage caused by an unforeseen and unexpected event, which independent of any other cause is the sole and direct cause of the loss or damage. Intentional loss or damage is excluded.
- 1.3 **Act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat of force or violence, 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.4 **Claim Payment** means the amount We agree to pay You for a claim arising from an insured cause. This may be by way of money or We have the option to settle the claim by way of replacement, reinstatement or repair. The maximum amount we will pay for any one claim is the Limit of Indemnity.
- 1.5 **Company/Us/We/Our** means FWD General Insurance Company Limited.
- 1.6 **Court** means the courts of Hong Kong.
- 1.7 **Deposit** means the sum paid by the Tenant or on behalf of the Tenant to the Insured as security deposit against the performance of the Tenant's obligations under the Tenancy Agreement, the discharge of any liabilities, any damage to the Insured Premises and/or non-payment of Rent during the term of the Tenancy Agreement.
- 1.8 **Excess** mean the first amount of any claim which We do not pay.
- 1.9 **Hong Kong** means the Hong Kong Special Administrative Region of People's Republic of China.
- 1.10 **Insured/You/Your** means the Insured specified in the Schedule who rents out the Insured Premises to the Tenant under the Tenancy Agreement.
- 1.11 **Insured Premises** means the residential premises set out in the Schedule that is leased pursuant to the Tenancy Agreement.
- 1.12 **Limit of Liability** means the Limit of Liability as stated in the Schedule.
- 1.13 **Mental Illness** means mental disorders including, but not limited to eating disorders, anxiety disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism.
- 1.14 **Mid-Term Purchase** means the purchase of this Policy more than thirty (30) days after the commencement date of the Tenancy Agreement.
- 1.15 **Period of Insurance** means the period specified in the Schedule for which We have agreed to accept, and You have paid or agreed to pay the premium.
- 1.16 **Property** means fixtures and fittings of Insured Premises and any furniture and appliance that are leased to the Tenant for residential use as set out in the Tenancy Agreement.
- 1.17 **Rent** means the monthly rental as set out in the Tenancy Agreement, payable by the Tenant to the Insured during the term as described under the Tenancy Agreement.

1.18 **Reinstatement Settlement** means the cost of repairing the damaged property or replacing the property which has been lost or damaged beyond economic repair with an article substantially of the same kind. The maximum amount We will pay for any one claim is the Limit of Indemnity.

1.19 **Schedule** means the Schedule attached to this Policy and which sets out the specifics of the insurance cover under this Policy.

1.20 **Tenant** means the person or corporation who rents the Insured Property from the Insured and defined as such in the Tenancy Agreement

1.21 **Tenancy Agreement** means the written and enforceable Duty Stamped Tenancy Agreement between the Insured and the Tenant.

## 2. COVERAGE

### SECTION 1 – RENT PROTECTION

We will indemnify You for any outstanding Rent amount (less the Deposit), subject to a maximum amount equivalent to three (3) months rent for each Tenant in any Period of Insurance, for which You have successfully obtained a Court judgment against the Tenant and the Tenant has not paid the amount stated in the judgment within one month of the Court ruling, provided always that:

- (a) You have taken legal action against the Tenant for forfeiture of tenancy to regain possession of the Insured Premises;
- (b) The Tenant has not paid the Insured the amount stated in the judgment within (1) month after Court ruling.

If the Tenant pays the judgment debt to You after a claim has been paid under this Section 1, You must pay to Us the amount received by the Tenant.

An excess of 3/4 of one month's Rent will be applied to each and every claim under Section 1 (Rent Protection).

### EXTENSION TO SECTION 1 – DAMAGE TO PROPERTY IN PREMISES

In case of a successful claim made under Section 1 - Rent Protection, We will indemnify You for the following for any deliberate and wilful damage caused by the Tenant to the Property:

- (a) the actual reinstatement cost of the Property that was damaged or destroyed up to HK\$10,000 in any Period of Insurance subject to the below special provisions, and
- (b) a sum equivalent to a maximum of three (3) months loss of Rent during the period in which the Insured Premises was uninhabited while the damaged or destroyed Property caused by each Tenant in any Period of Insurance was being repaired or renovated.

### Special Provisions on "Reinstatement"

For the purposes of this Policy, "Reinstatement" means the carrying out of the following work:

- (a) where the Property is destroyed and it is replaced by similar property in a condition no better than when the Property was originally purchased;
- (b) where the Property is damaged and the repair or restoration of the damaged portion is to a condition no better than the when Property was originally purchased.

### SECTION 2 – LEGAL COST AND EXPENSES

We will reimburse You for the reasonable legal expense and costs incurred and paid by You for the purpose of taking action against each Tenant in any Period of Insurance to recover the Rent in arrears or regain possession of the Insured Premises as set out in Section 1 but not more than HK\$25,000 per Tenant in any Period of Insurance .

An excess of HK\$5,000 will be applied for each and every claim under this Section 2 – Legal Expenses and Costs.

Our total aggregate liability for Section 1 (including Extension to Section 1) and Section 2 is limited to the amount set out in the column headed “Limit of Indemnity” under the Policy Schedule for the Period of Insurance.

### **SECTION 3 – OWNER’S LIABILITY (Applicable if selected as per Schedule)**

We will indemnify You as owner of the Insured Premises if You become legally liable for claim occurring during the Period of Insurance within Hong Kong and in respect of:

- (a) Accidental Bodily Injury to Third Parties;
- (b) Accidental Loss of or Damage to Third Parties’ Properties;
- (c) Legal costs and expenses recoverable by any claimant from You and all reasonable costs and expense incurred with our written consent.

Our liability under this Section for all sums payable arising out of any occurrence or series of occurrence consequent on one source or original cause will not be more than HK\$5,000,000 but will not include liability for the following:-

- (a) bodily injury to You or any representative in Your service;
- (b) loss of or damage to property belonging to or in the care, custody or control of You or a member of Your family or household or of any person in Your service;
- (c) liabilities arising from the ownership, occupation or use of any land or building other than the Insured Premises;
- (d) any criminal activity, or wilful or malicious act;
- (e) any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- (f) the ownership, possession, driving or use (other than use of a passenger having no right or control) or mechanically-propelled vehicles, aircraft or watercraft;
- (g) the ownership, use or possession of any animal of all kind;
- (h) bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exclusion shall not apply to liability for bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance;
- (i) the cost of removing, nullifying or cleaning-up seeping, pollution or contamination substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance;
- (j) fines, penalties, punitive or exemplary damages;
- (k) liabilities for any claim or claims for loss or losses directly or indirectly arising out of, resulting from or as consequence of asbestos;
- (l) any deliberate act of any person whatsoever;
- (m) any bodily injury caused by sickness, disease or Mental Illness or intentionally caused by You or any person in Your service;
- (n) bodily injury and/or property damage to any person occurring within the common area of the building in which the Insured Premises is located. However, if, by virtue of the operation of law, legal liability for such bodily injury and/or property damage attaches to some or all of the owners in the building, Our liability will be limited only to an amount equal to the proportion that Your share of part ownership interest (as set out in the relevant title documents) has to the recoverable amount of the court judgment for such bodily injury and/or property damage, up to the Limit of Liability for this Section 3.
- (o) any liability caused by, contributed to or arising from any unlawful construction, renovation or alteration of any kind at the Insured Premises.

We may, in connection with any one claim or number of claims arising out of one occurrence, pay to You the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and will be under no further liability under this Section in connection with such claim

or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

We do not cover:

- (a) the first HK\$500 each and every claim for damage to Third Parties' Properties; and
- (b) (i) the first HK\$3,000; or  
(ii) ten percent (10%) of the adjusted loss (as determined by a professional adjustor to be appointed by Us if We deem necessary) or the settlement of claim, whichever is the greater for loss caused by water.

### 3. CLAIMS CONDITIONS

- 3.1 Conduct of Proceedings (Applicable to Section 1 and 2 only)
  - (a) You must commence legal proceedings against the Tenant within 14 days of the date on which the outstanding Rent exceeds the Deposit amount;
  - (b) You must conduct such legal proceedings in a diligent and timely manner and provide Us with regular updates on progress;
  - (c) You must attend any court hearing if We request. Failure to attend will result in all cover under this Policy being withdrawn with immediate effect and no further claims payments will be made. You must not pursue or defend a case in a manner contrary to that advised by Us.
  - (d) We may investigate the claim and take over and conduct the proceedings against the Tenant in regard to the claim in Your name, subject to Your consent (which shall not be unreasonably withheld);
  - (e) You must provide Us with all documents, statements, information, records and any other material as We require, and must co-operate at all times in all matters relating to the loss claimed under the Policy. You must also ensure that any other person (for example employees or members of your household) also co-operates with Us and provide us with the information or documents We require.
- 3.2 For liability claims under Section 3 only, You must:
  - (a) send to Us any letter, claim writ or summons immediately it is received;
  - (b) advise Us immediately You have knowledge of any impending prosecution inquest of fatal injury;
  - (c) not to make any admission, offer or promise of payment without our consent and We may take over and conduct in Your name the defense or settlement of any claim, or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. If We take over the conduct of the claim under this clause You must give all such information and assistance that We may require.
- 3.3 When a claim occurs or is likely to occur You must advise Us in writing as soon as reasonably practicable but no later than 30 days after the occurrence.
- 3.4 For loss or damage claims You must at Your expense provide Us with all certificates information and evidence as We may request.
- 3.5 You must not make any admissions of liability or enter into any settlement or compromise of a loss without obtaining Our written consent.
- 3.6 You must not incur any expense in making good any loss or damage without Our written consent and must not negotiate, pay, settle, admit or repudiate any claim without Our consent.
- 3.7 Each claim for loss under each Section shall be adjusted separately and from the amount of each loss, when determined, the applicable excess amount stated in the Policy shall be subtracted. No loss shall be paid if the Insured has collected the loss from another person.
- 3.8 You must assist Us with all claims by providing all such information and documents We may require. If You do not do so We may not pay Your claim.
- 3.9 In the event of a claim under Extension to Section 1, You must prepare a detailed inventory of the Property and its condition as soon as reasonably possible upon repossession of the Insured Premises.

- 3.10 You must comply with all statutory obligations and take all reasonable steps to:-
- (a) prevent any loss, damage or bodily injury which may occur and to take all reasonable steps to recover any property lost; and
  - (b) use all reasonable diligence and care to keep the Property and the Insured Premises in a proper state of repair and if there is any defect discovered, must make good that defect as soon as possible and take all additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require in the meantime. We will not be liable for any injury, loss or damage caused by a defect which You have failed to remedy after having received notice of such defect either from Us or any person or public body; and
  - (c) exercise all reasonable precautions for the maintenance and safety of all Property and the Insured Premises.

#### **4. GENERAL EXCLUSIONS**

##### **4.1 There is no cover where:**

- a) the loss or damage began to occur or had occurred before the commencement of the Period of Insurance;
- b) You should reasonably have realized when purchasing this Policy that a claim under this Policy might occur;
- c) Your act, omission or delay prejudices Your or Our position in connection with the proceeding against the Tenant or prolongs unreasonably the length of the loss of rent claim;
- d) You fail to give proper and prompt information or evidence to Us;
- e) You act without Our advice or agreement or act or contrary to the advice or agreement from Us;
- f) You have breached a Condition of this Policy;
- g) the claim arises from losses caused directly or indirectly by the cancellation of the Tenancy Agreement by You;
- h) the claim arises from consequential loss or damage of any kind whatsoever except as provided for under the loss of rent extension under Section 1;
- i) any claim arises from a wilful act, criminal act or omission of You or connected to Your performance of Your obligations under the Tenancy Agreement;
- j) the claim arises from any loss made in connection with Your trade, profession or employment other than as landlord and/or owner of the Insured Premises;
- k) the claim arises from any loss (including loss of rent) or expense arising out of any actual or alleged unlawful or criminal activity by You or the Tenant;
- l) the claim arises from any fine, penalty, punitive, exemplary, aggravated or multiple damages;
- m) the claim arises from any interest payable by the Tenant for the late payment of Rent;
- n) the claim arises from any dispute arising out of a contract that You has with any person or organization other than the Tenant under the Tenancy Agreement;
- o) the claim arises from any items, properties, legal expenses or costs which have been insured under any other insurance policy

##### **4.2 This Policy does not insure loss, destruction of or damage to any property or death or bodily injury or expense or any consequential loss of liability directly or indirectly caused by or contributed to by/or arising from:-**

- (a) Requisition or destruction of or damage to property by or under the order of any Government or public or local authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act or confiscation or nationalisation; or
- (b) Sonic Bangs, Pressure waves caused by aircraft and other aerial devices.

##### **4.3 War and Terrorism Exclusion**

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

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(b) any Act of Terrorism

This Policy 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 (a) and/or (b) above.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

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

4.4 Terrorism Exclusion for Contamination & Explosives

Regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of:

- (a) biological or chemical contamination,
- (b) missiles, bombs, grenades, explosives,

due to any Act of Terrorism.

For the purpose of a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

4.5 Cyber Risks Exclusion

Property damage covered under this Policy means physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this Policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

4.6 Radioactive Exclusion Clause

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind (Including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4.7 Sanction Exclusion

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to You is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that We shall provide no coverage or benefit or have no liability whatsoever to You, to the extent that it would be in breach of such law or regulation.

**5. GENERAL CONDITIONS**

5.1 The following conditions apply to any Tenancy Agreement that applies to Section 1 and 2:

- (a) the term of the lease period under Tenancy Agreement must be at least one (1) year;
- (b) You must have a written and duly stamped Tenancy Agreement with the Tenant that complies with all the requirements of Hong Kong legislation and statutory instruments;

- (c) You must not allow the Tenant to enter into possession of the Insured Premises until:
  - (i) the Tenancy Agreement has been signed by all parties,
  - (ii) the Deposit of at least two (2) months' Rent has been received by the Insured, and
  - (iii) a full and detailed inventory of the Property and their condition has been listed out under the Tenancy Agreement signed by You and the Tenant.
- (d) the individual Tenant must be aged eighteen (18) years or over, and an organization Tenant must be registered legally in Hong Kong.
- (e) You must:
  - (i) keep full and up to date rental records;
  - (ii) not allow the Tenancy Agreement to be transferred to any other individual or organization; and
  - (iii) be the legal owner of the Insured Premises;
 during the Period of Insurance.
- (f) You must comply with all the conditions of the Tenancy Agreement.

#### 5.2 Mid-term Purchase (Applicable to Section 1 and 2)

For a Mid-term Purchase, You must provide full and complete records of rental receipts from the Tenant upon Our request in respect of Tenancy Agreement that was in force during the Period of Insurance, and before and after the inception date of this Policy, provided that:

- (a) there has been no default or non-payment of rental by Tenant for more than seven (7) days in any month during the term of Tenancy Agreement before the start of the period of insurance;
- (b) there has been no breach of Tenancy Agreement by Tenant in any month during the term of Tenancy Agreement before the start of the period of insurance.

#### 5.3 Pair and Set Clause (Applicable to Section 1 and 2)

In case of loss to Property which is part of a pair or set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the Property, but such loss shall not be construed to mean total loss of the pair or set.

#### 5.4 It is a condition precedent to Our liability under Sections 1 and 2 that:

- (a) You must provide relevant or requested information and proper instruction so as not to prejudice the position of You or Us;
- (b) You must give all notices, demands or take any other action available to You under the terms of the Tenancy Agreement against the Tenant for payment of Rent in arrears before making claim under this Policy;
- (c) You must take all reasonable steps to repair or otherwise made good the Property being damaged or destroyed without delay in order to minimize any uninhabited periods of the Insured Premises.

#### 5.5 For the purpose of this Policy, following the Duration of Cover applies:

- (a) For Sections 1 and 2, this Policy runs for the duration of the Tenancy Agreement within the Period of Insurance. No cover will be provided under Section 1 and 2 of this Policy if there is no Tenancy Agreement in force during the Period of Insurance.
- (b) For Section 3, this policy runs for the Period of Insurance.

#### 5.6 Observance of Policy Terms

The due observance and fulfillment of the terms, conditions and endorsements of this Policy by You in so far as they relate to anything to be done or complied with by yourself and the truth of the information set out in the Proposal Form shall be conditions precedent to Our liability to make any payment under this Policy.

#### 5.7 Payment of Loss

Each claim for loss under each Section shall be adjusted separately and from the amount of each loss, when determined, the applicable excess amount stated in the Policy shall be subtracted. No loss shall be paid if You have collected the same from others.

#### 5.8 Salvage

We have the right to the salvage of any Property which is the subject of a claim.

#### 5.9 Misrepresentation and Fraud



If there is any material mis-description of any of the Property, or of any Insured Premises, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact. Any Section of this Policy will be void and We will not be liable for any claims to the Property affected by and/or liability arising from any such mis-description, misrepresentation or omission.

5.10 Governing Law and Jurisdiction

This Policy is subject to the exclusive jurisdiction of the courts of Hong Kong and is to be construed according to the laws of the Hong Kong.

5.11 Change in risk

During the currency of this Policy, You must advise Us of any change in Your circumstance which would increase the possibility of loss and pay an additional premium if We require.

5.12 Cancellation

(a) By You

You may cancel this Policy by sending written notice to Us. If no claim has been made during the current Period of Insurance, You will receive a refund of premium less the premium calculated at Our customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$ 600 to be retained by Us.

Period of Insurance already cover	Refund Premium
Not exceeding 1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

If any claim has been made during the Period of Insurance You are not entitled to any refund of the total premium paid during the current Period of Insurance.

(b) By Us

We may cancel the Policy by sending 30 days' notice by registered letter to your last known address. If We cancel this Policy, We will refund to You all the unused part of the premium. The date of cancellation shall be the date stipulated in the registered letter.

5.13 Arbitration

All differences arising out of this Policy 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 expressly stipulated that it is a condition precedent to any right of action or suit upon this Policy that an arbitration award is first obtained. If We disclaim liability to You for any claim and such claim is not referred to arbitration within twelve calendar months from the date of Our disclaimer then the claim will for all purposes be deemed to have been abandoned and is not able to be recoverable under this Policy.

5.14 Subrogation

You must, at Our request and expenses, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which We shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by Us.

5.15 Non-Contribution

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, We will not be liable to pay or contribute to any claim under such other policy.

5.16 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are You and We (or Your or Our authorised representatives).

5.17 Renewal

We will send You a renewal notice with the renewal terms (the terms may be different from this Policy) if We desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by Us in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of Our right under this clause and/or the renewed Policy.