heyavo.com

Avo Insurance Company Limited
Unit 2702-03, 2705, 27/F, 118 Connaught Road West,
Sheung Wan, Hong Kong
T +852 3572 8222 E cs@heyavo.com

EV Charger and Parking Space Public Liability Protection

Welcome to the Avo family! This document (hereinafter known as "this Policy") contains Your EV Charger and Parking Space Public Liability Protection Terms and Conditions. Please read it carefully with the Policy Schedule, Benefit Schedule and Endorsements or Attachments (if any) to ensure that You fully understand what cover is being provided. This Policy comes into force on the condition that the Policy Holder has successfully paid the premium specified in the Policy Schedule in full and the application has been approved by the Companies.

TABLE OF CONTENTS

Standardised Policy Terms and Conditions

Part 1 Definitions 2

Part 2 Benefits 2

Part 3 General Exclusions 4

Part 4 Conditions 4

Supplement(s) (if any)

PART 1 – DEFINITIONS

For the purpose of this Policy:

"Accident" or "Accidental"	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
"Benefit Schedule"	Shall mean a benefit schedule incorporated in this Policy, which sets out the Maximum Benefit Amount and sub-limits of the covered benefit items that shall be payable under this Policy.
"Bodily Injury"	A physical injury caused solely and independently by an Accident.
"Covered Electric Vehicle Charger"	Shall mean the electric vehicle charger that is: 1. owned by the Policy Holder or in the case of Policy Holder as the Tenant of the Covered Parking Space; and 2. installed and situated in the Covered Parking Space.
"Covered Parking Space"	Shall mean the parking space that is owned by the Policy Holder or in the case of Policy Holder as the Tenant of the parking space, which is stated as "Covered Parking Space" in the Policy Schedule.
"Hong Kong"	The Hong Kong Special Administrative Region of the Peoples' Republic of China.
"Incorporated Owners"	Means the incorporated owners or owners' corporation constituted pursuant to the Building Management Ordinance (Cap. 344) upon registration with the Land Registry, being the body corporate representing the owners of the building, estate or car park in which the Covered Parking Space is situated.
"Landlord"	The person who is the legal owner of the Covered Parking Space and is named as Landlord as specified in the Tenancy Agreement who leases out the Covered Parking Space.
"Maximum Benefit Amount"	The maximum compensation amount We pay You corresponding to each of the benefits stated in the Policy Schedule for the insurance plan You have chosen and for which the premium has been paid.
"Period of Insurance"	The period of time as specified in the Policy Schedule during which this Policy is effective.
"Policy Schedule"	The document specifying details of You, Covered Parking Space, Covered Electric Vehicle Charger and the insurance provided. It sets out the Maximum Benefit Amount and sub-limits of the covered benefit items that shall be payable under this Policy and forms part of the Policy.
"Policy Year"	Each continuous twelve (12) month Period of Insurance under this Policy, the first on which starts on the first effective date of this Policy and thereafter on the same date in each consecutive year.
"Property Manager"	Means the property manager, building manager or management company duly appointed to manage the building, estate or car park in which the Covered Parking Space is situated.
"Public Electric Vehicle Charger"	The electric vehicle charger that is publicly accessible to recharge electric vehicle and is on the list of "Locations of EV Chargers for Public Access" by the Environmental Protection Department of Hong Kong.
"Tenancy Agreement"	The written, duly stamped and enforceable tenancy agreement as Landlord and the Tenant in respect of the Covered Parking Space.
"Tenant"	The person named as the Tenant as specified in the Tenancy Agreement who rents the Covered Parking Space from Landlord.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
"We", "Our", "Us", "Co-Insurers" or "Companies"	Co-Insurers of this Policy: 1. Avo Insurance Company Limited ("Leading Co-Insurer") 2. Asia Insurance Company Limited
"You", "Your" or "Policy Holder"	The person or legal entity who is named as the Policy Holder in the Policy Schedule, and must: 1. hold a valid Hong Kong Identity Card and be aged eighteen (18) or above on the issuance date of this Policy; or 2. be a legally registered company or entity holding a valid business registration certificate in Hong Kong.

PART 2 – BENEFITS

Section 1 – The Use of Electric Vehicle Charger and Parking Space Public Liability

We will indemnify You against all sums which You shall become legally liable to pay for compensation in respect of:

1. death or Bodily Injury to any person; and/or
2. damage to property,

where such death or Bodily Injury or property damage arises out of an Accident caused by or resulting from:

1. the direct usage of a Covered Electric Vehicle Charger;
2. You as the owner or Tenant of Covered Parking Space; or
3. the direct usage of a Public Electric Vehicle Charger (only applicable if Policy Holder is a natural person).

The liability of Us under this section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or series of occurrences arising directly or indirectly out of one event or original cause including all costs and expenses with the Companies' written consent shall not exceed the amount stated as Maximum Benefit Amount and sub-limits for the applicable plan in Benefit Schedule for any one Period of Insurance.

Indemnity to Property Manager and/or Incorporated Owners Extension
Upon written request of the Policy Holder, and provided that the name(s) of the Property Manager and/or Incorporated Owners are stated in the Policy Schedule, this Policy is hereby extended to indemnify any person or entity named as "Property Manager" and/or "Incorporated Owners" (hereinafter referred to as "PMIO") in the Policy Schedule, or the subsequent endorsement to this Policy against legal liabilities in respect of accidental bodily injury to third parties and/or accidental damage to property of third parties caused by the negligence of the Policy Holder at the Covered Parking Space.

Provided further that:
1. PMIO is not entitled to indemnity under any other insurance;
2. if such claim is made upon the Policy Holder, the Policy Holder would be entitled to indemnity under this Policy;
3. In case the Companies shall be liable to indemnify both the Policy Holder and PMIO, the amount payable by the Companies hereunder for all compensations in respect of any one occurrence or series of occurrences arising directly or indirectly out of one event or original cause including costs and expenses recovered by any claimant from the Policy Holder and/or PMIO or incurred by the Policy Holder and/or PMIO with the written consent of the Companies shall not exceed in the aggregate the sums stated in the Benefit Schedule as the Maximum Benefit Amount;
4. the Companies shall have the sole conduct and control of all claims and the Policy Holder shall have arranged with PMIO for the conduct and control of all claims to be vested in the Companies; and
5. PMIO shall as though he were the Policy Holder observe, fulfil and be subject to the terms, exclusions and conditions of this Policy insofar as they can apply.

For the avoidance of doubt, the Companies will not indemnify PMIO against any liabilities arising out of the negligence, wrongful act or omission of PMIO or any of PMIO's employees, agents, contractors or representatives.

Exclusions applicable to Section 1:
We will not pay any claim for:
1. any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
3. any liability in respect of
    a. death or bodily injury under and pursuant to the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) as may be amended from time to time or any legislation which replaces the same;
    b. death or bodily injury including illness of any person arising out of and in the course of the Employment of such person with You;
    c. death of or bodily injury including illness to any self-employed person and/or sole-proprietor and/or subcontractors' employees and/or labour master and persons supplied by You and/or person employed by labour only sub-contractors and/or person hired or borrowed to You;
    d. death of or bodily injury including illness to any person who is a member of Your family or household, and being in charge or under the control of You, or of a person acting on behalf of You, or engaged in Your service at the time of the Accident; or
    e. death of or bodily injury including illness to any director, partner, shareholder or principal of You, or any member of their family or household, and being in charge or under the control of You, or of a person representing and/or acting on behalf of You, or engaged in Your service at the time of the Accident.
4. any liability in respect of loss of or damage to property belonging to or held in trust by You or in the charge, custody or under the control of You, or a member of Your family or household, or any servant or agent of Yours or a person acting on behalf of You;
5. any liability in respect of
    a. personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
    b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; or
    c. fines, penalties, punitive or exemplary damages.
6. 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. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
    b. any chemical, biological, bio-chemical, or electromagnetic weapon.
7. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
    a. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
    b. any chemical, biological, bio-chemical, or electromagnetic weapon.
8. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
    a. asbestos; or
    b. Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
9. any liability in respect of any claim or loss or liability arising out of or is contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated.
10. any liability in respect of death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the Prevention and Control of Disease Ordinance (Chapter 599 of the Laws of Hong Kong) as at the date of the receipt by the Companies of the Policy Holder written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.
11. compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in Hong Kong.
12. any liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
    a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
    b. media or systems used in connection with any of the foregoing

    whether the property of Yours or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including without limitation, the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:
        i. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
        ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (12a) and (12b) above.
13. any liability in respect of bodily injury and/or property damage, direct or consequential, arising out of or resulting from the design, supply, manufacture or installation of the Covered Electric Vehicle Charger or Public Electric Vehicle Charger which caused and/or contributed to the Accident.

Section 2 – Loss of or Damage to Covered Electric Vehicle Charger

We will indemnify You against the replacement costs of Your Covered Electric Vehicle Charger if:

1. Your Covered Electric Vehicle Charger is physically damaged due to Accident or lost due to burglary;
2. You are able to confirm that the Covered Electric Vehicle Charger was installed lawfully and properly by an authorized licensed electrician; and
3. at a location under Your legitimate control as legal owner or Tenant.

Replacement costs of Your Covered Electric Vehicle Charger is limited to one reimbursement per Policy Year.

Replacement costs of Your Covered Electric Vehicle Charger is limited to a maximum limit of indemnity of HK$5,000, subject to an excess of HK$1,000.

Exclusions applicable to Section 2:

We will not pay any claims for any loss or damage directly or indirectly caused by:

1. burglary which has not been reported to the police within twenty-four (24) hours of discovery;
2. unexplained and mysterious disappearance;
3. wear and tear, depreciation, mildew, rot, corrosion, rust, gradual deterioration, insects or vermin;
4. scratching and denting;
5. change in temperature or humidity;
6. mechanical, electrical, or electronic breakdown or derangement or failure;
7. any process of cleaning, dyeing, repairing, restoring or renovation;
8. inherent fault, defective workmanship, materials or design, or deformation; or
9. misuse or use against manufacture's instruction or specification.

PART 3 – GENERAL EXCLUSIONS

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. any event occurred outside of Covered Parking Space, except for under Section 1 The Use of Electric Vehicle Charger and Parking Space Public Liability in relation to direct usage of a Public Electric Vehicle Charger which cover is limited to event occurred within Hong Kong;
2. the installation of the Covered Electric Vehicle Charger, or the Covered Electric Vehicle Charger itself, does not comply with any applicable requirements, guidelines, regulations and/or laws prescribed by the relevant authorities, including but not limited to the Electrical and Mechanical Services Department, the Environmental Protection Department, The Hongkong Electric Company Limited, or CLP Power Hong Kong Limited;
3. bodily injury or property damage caused by or through or in connection with bursting of boilers, fire, explosion, animals, horse-drawn or mechanically propelled vehicles, aircraft, ships, boats or craft of any kind or foul berthing or passenger lifts or cranes or hoists or other lifting machinery;
4. any illegal or unlawful acts;
5. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
6. the influence of alcohol or drugs;
7. Property Cyber and Data Exclusion:

   Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

   i. Cyber Loss;
   ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

   regardless of any other cause or event contributing concurrently or in any other sequence thereto.

   In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

   Definitions:

   "Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

   "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

   "Cyber Incident" means i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

   "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured/Insured Person or any other party.

   "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
8. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), 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;
9. any acts of Terrorism; or
10. any nuclear reaction or contamination, ionising rays or radioactivity.

PART 4 – CONDITIONS

1. POLICY CONTRACT

   This Policy, Benefit Schedule, Policy Schedule and Endorsements or Attachments shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, Benefit Schedule, or of the Policy Schedule shall bear such specific meaning wherever it may appear.

2. AGE LIMIT AND ELIGIBILITY

   Any person aged eighteen (18) or above or a legally registered company or entity holding a valid business registration certificate in Hong Kong, who is the legal owner or Tenant of the Covered Parking Space is eligible to enroll as Policy Holder under this Policy.

   The building which the Covered Parking Space is located must be:

1. aged 60 or below; and
2. located in a non low-rise building (more than 3 storeys).

The installation of the Covered Electric Vehicle Charger, or the Covered Electric Vehicle Charger itself, must comply with any applicable requirements, guidelines, regulations and/or laws prescribed by the relevant authorities, including but not limited to the Electrical and Mechanical Services Department, the Environmental Protection Department, The Hongkong Electric Company Limited, or CLP Power Hong Kong Limited.

3. MIS-DESCRIPTION OR NON-DISCLOSURE
This Policy shall be voidable in the event of mis-description or non-disclosure of any material particulars by the Policy Holder. If there shall occur any change involving a material fact set out in this Policy and forming the basis of this Insurance, the Policy Holder shall, as soon as possible, give notice in writing to the Companies and the Premium shall, if necessary be adjusted by agreement.

4. DUE OBSERVANCE
The due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policy Holder and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Companies to make any payment under this Policy.

5. NOTICE OF CLAIM
Policy Holder must give written notice of claim to the Companies within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. Every letter, claim, writ, summons and/or process shall be notified or forwarded to the Companies immediately on receipt. Notice shall also be given in writing to the Companies immediately the Policy Holder shall have knowledge of any impending prosecution or inquest in connection with any Accident for which there may be liability under this Policy. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Policy Holder without the written consent of the Companies which shall be entitled if it so desires to take over and conduct in the name of the Policy Holder the defence or settlement of any claim or to prosecute in the name of the Policy Holder for its 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. All claims shall be made together with satisfactory proof to the Companies and all proof shall be rendered at the Policy Holder's own expense or Policy Holder representative's expense. The Companies shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

6. INSURANCE PREMIUM
If any part of the premium or renewal premium is calculated on estimates furnished by the Policy Holder, the Policy Holder shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Companies to inspect such record. The Policy Holder shall within one month from the expiry of each period of insurance furnish to the Companies such particulars and information as the Companies may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Policy Holder as the case may be.

If, after the effective date (and time) of the Period of Insurance stated in the Policy Schedule, the Companies has not successfully received the full premium specified in the Policy Schedule from the Policy Holder, the effective date (and time) of the Period of Insurance shall be deemed to be the time at which the Companies successfully receives the premium in full. The Companies shall not be liable for any claims incurred before the time at which the premium is successfully received in full.

7. PROOF OF LOSS
The Policy Holder shall if required by the Companies produce or give access to any property alleged to be damaged and the Policy Holder shall be bound to satisfy the Companies by such reasonable evidence as the Companies may require that the loss or damage in respect of which a claim is made has actually arisen from a risk insured against.

8. REASONABLE CARE
The Policy Holder shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent Accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the Covered Parking Space and all ways, works, machinery and plant within the Covered Parking Space in sound condition. In the event of the discovery of any defect or danger the Policy Holder shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as circumstances may require.

9. OTHER INSURANCE
If at the time any claim arises under this Policy there be any other insurance covering the same liability the Companies shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

10. POLICY LIMIT OF INDEMNITY
In connection with any claim or claims against the Policy Holder arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause the Companies may at any time pay to the Policy Holder the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim or claims can be settled and upon such payment the Companies shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses recoverable from the Policy Holder or incurred with the written consent of the Companies in respect of matters prior to the date of such payment.

11. DEALING WITH DISPUTES
If any dispute on this Policy that the parties cannot resolve, the parties agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of Hong Kong International Arbitration Centre. It is 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. If the Companies shall disclaim liability to the Policy Holder for any claim under this Policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

12. RIGHTS OF THIRD PARTY
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 Special Administrative Region) to enforce any terms of this Policy.

13. CANCELLATION
Policy Holder can cancel this Policy at any time. If the cancellation notice is given before the commencement of the Period of Insurance, the Companies will refund a partial premium to Policy Holder subject to a minimum premium of HK$500. There is no refund of premium for cancellation after the commencement of the Period of Insurance.

The insurance by this Policy may be cancelled by the Companies at any time by seven (7) days' advance written notice to the Policy Holder's last known address or Policy Holder's latest email address on the Companies' file and in such event the Companies will return in respect of the unexpired period a pro rata portion of the premium.

14. GOVERNING LAW
This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

15. CHANGE IN INFORMATION
If at any point in time, You become aware that any information declared to Us is incorrect or needs update, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the Policy or decline the renewal or offer to renew the Policy on different terms.

16. CHANGE OF PLAN OR BENEFIT
Change of plan or benefit is not allowed for this Policy during the interim Period of Insurance. Subject to Our approval, You may request for change of plan or benefit only at the time of the renewal of this Policy.

17. CLERICAL ERROR
Clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

18. FRAUD
If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this Policy shall cease immediately. We will not be liable to refund any premium paid.

19. DUPLICATE INSURANCE
If You are covered under more than one (1) policies of the same kind which are underwritten by Us, We shall only be liable for the policy with the Maximum Benefit Amount. Where the benefit amount under any additional policy is identical, We shall only be liable for the policy first issued.

20. SUBROGATION
We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.

21. SANCTION CLAUSE
We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us would expose Us 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 and United States of America or any jurisdiction applicable to Us.

22. RENEWAL
This Policy may be renewed with Our consent by payment of the premium in advance as specified in the renewal notice. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, Maximum Benefit Amount or exclusions of this Policy at the time of renewal by giving thirty (30) days' written notice to You in advance. We will not be obligated to reveal Our reasons for such amendments. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy.

23. TERMINATION OF POLICY
1. This Policy shall automatically terminate on the earliest of the following dates:
    a. this Policy ceases pursuant to the 3. MIS-DESCRIPTION OR NON-DISCLOSURE or 18. FRAUD under Part 4 – CONDITIONS;
    b. when We or You cancel this Policy according to 13. CANCELLATION under Part 4 – CONDITIONS;
    c. the date of death of You; or
    d. upon expiry of the Period of Insurance.
2. Immediately following termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the 13. CANCELLATION under Part 4 – CONDITIONS.

24. CO-INSURANCE CLAUSE
The liability of the Co-Insurers shall in no case exceed in respect of each Maximum of benefit stated in the Benefit Schedule to be insured thereon or in the whole the total benefit amount hereby.
The liability of each of the Co-Insurers individually in respect of loss shall be limited to the proportion set below against its name. The Leading Co-Insurer has been duly authorized by the below Co-Insurers to sign this Policy and Endorsement hereon or attached hereto on their behalf.

Co-Insurers	Proportion
Avo Insurance Company Limited ("Leading Co-insurer")	50%
Asia Insurance Company Limited	50%

It is hereby declared and agreed that the Co-Insurers agree to follow the Leading Co-Insurer's decision in respect of underwriting and claims settlement.

25. EXCESS
You must pay or contribute the amount of any Excess stated in the Policy Schedule. Payment of the Excess may be requested when the claim is lodged, or may be deducted from Our payment. Should more than one Excess be payable for any claim under the Policy arising from the one event, such Excesses will not be aggregated and the highest single level of Excess only will apply.