



**MASTER GROUP PERSONAL ACCIDENT POLICY NO. ACEGA00109/07 (NTS)**

In consideration of the due payment of Premiums to Us and subject to the terms and conditions of This Policy, We hereby insure the Insured Person in the manner and to the extent provided in this Policy.

This Policy shall take effect on the first day of the Period of Insurance, at 00:01 a.m., time of the place where this Policy was issued, and shall continue in effect unless and until it is terminated in accordance with General Conditions No. 10, 11 and 15 of Part IV of this Policy.

In witness whereof We have caused this Policy to be executed and commenced on the first day of the Period of Insurance provided that no insurance shall be in force unless the Policy Schedule attached hereto is signed by Our authorized representative.

**PLEASE READ THIS POLICY**

If the Policy contains incorrect information, please return it to Us immediately for correction.

**PART I - DEFINITION OF WORDS**

The following defined terms shall have the meaning set out as follows in this Policy:

1. **A Second Degree Burn**  
shall mean both the epidermis and the underlying dermis are damaged.
2. **A Third Degree Burn**  
shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.
3. **Accident**  
shall mean a sudden, unforeseen and fortuitous events and "Accidental" shall be construed accordingly.
4. **Bodily Injury**  
shall mean any injury sustained by an Insured Person on any part of his/her body on a single or isolated occasion which is caused by Accidental means.
5. **Confinement**  
shall mean necessary confinement in a Hospital as a Resident In-patient for each day during the period of confinement while under the care of a Physician for the treatment of a Bodily Injury of the Insured Person and for which the Hospital makes a charge for room and board, except when such Confinement is in connection with an actual surgical operation which does not require in a Hospital as an in-patient. The word "Confined" shall be constructed accordingly.
6. **Daily Business**  
Shall mean eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.
7. **Disability/Disabilities**  
shall mean any of the Disabilities (including death) listed in the table entitled "Table of Benefits" which must be resulted from a Bodily Injury of the Insured Person. Successive Disabilities arising from the originated Bodily Injury of the Insured Person are treated as one Disability unless they result from causes unrelated to each other or are separated by at least ninety (90) consecutive days from the date of the Insured Person's discharge from the Hospital or the Insured Person's latest consultation at the Physician's office whichever is the later.
8. **Hospital**  
shall mean a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
  - operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a Resident In-patient basis;
  - admits Resident In-patient only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
  - maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
  - provides full-time nursing service by and under the supervision of a staff or nurses;
  - maintains a legally licensed Physician in residence.

Provided that it is not:



- a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a Hospital;
- a place for the aged; a rest home; a place for drug addicts or alcoholics;
- a health hydro or nature-cure clinic; a nursing or convalescent home; a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.

**9. Insured**

shall mean the person or company(ies) named in the Policy Schedule or subsequent endorsement(s) (if any) as the Insured. Where the Insured under this Policy is more than one person, firm, partnership, company, association, organization or entity of a similar nature, "Insured" shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to an Insured under this Policy shall be the joint and several obligation and/or liability of each of them.

**10. Insured Person**

shall mean the person described in the Schedule I or subsequent endorsement(s) (if any) under the item of "Description of Insured Persons", aged from sixteen (16) to sixty-five (65) on the commencement date of the Period of Insurance.

**11. International SOS**

shall mean International SOS (HK) Ltd.

**12. Loss of eye**

shall mean total and irrecoverable loss of complete sight of an eye in that the eye is beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and must be certified by a Physician that the disability will be total, continuous and permanent for the remainder of the Insured Person's life.

**13. Loss of finger or toe**

shall mean loss of use or loss by complete severance through or above the metacarpophalangeal or metatarsophalangeal joint. This disability must have continued for at least twelve (12) consecutive months and must be certified by a Physician that the disability will be total, continuous and permanent for the remainder of the Insured Person's life.

**14. Loss of hearing**

shall mean total and irrecoverable loss of complete hearing in an ear in that the ear is beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and must be certified by a Physician that the disability will be total, continuous and permanent for the remainder of the Insured Person's life.

**15. Loss of limb**

shall mean total and irrecoverable loss of use or loss by physical separation at or above the wrist or ankle joint of a limb. This disability must have continued for at least twelve (12) consecutive months and must be certified by a Physician that the disability will be total, continuous and permanent for the remainder of the Insured Person's life.

**16. Loss of speech**

shall mean total and irrecoverable loss of speech beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and must be certified by a Physician that the disability will be total, continuous and permanent for the remainder of the Insured Person's life.

**17. Medical Expenses**

shall mean all reasonable and customary costs necessarily incurred, in respect of an Insured Person as a result of Bodily Injury sustained, for Confinement, surgical, medical, or other diagnostic or remedial treatment given or prescribed by a Physician, including employment of a nurse, x-ray examination or the use of ambulance as the result of an emergency.

**18. Period of Insurance**

shall mean the period specified in the Policy Schedule or subsequent endorsement(s) (if any) under the item of "Period of Insurance", as the period for which insurance coverage will be provided under this Policy.

**19. Permanent Total Disability**

shall mean totally and permanently unable to engage in any occupation or employment for which an Insured Person is reasonably qualified by education, training or experience. In the event that an Insured Person is unemployed at the time of Bodily Injury, it shall mean totally and permanently unable to perform all of the Daily Business of like age and sex and in all cases. In either case, such a disability must have lasted for twelve (12) consecutive months without interruption and must be certified by a Physician to be total, continuous and permanent for the remainder of the Insured Person's life.

**20. Physician**

shall mean a person other than an Insured Person or a member of an Insured Person's immediate family who is qualified and legally licensed to practice medicine and/or surgery pursuant to the laws of the country in which such practice is maintained and is recognized by Us as such for the purpose of this Policy.

**21. Policyholder**



shall mean the company(ies) named as such in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any). Where the Policyholder under this Policy is more than one person, firm, partnership, company, association, organization or entity of a similar nature, "Policyholder" shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be the joint and several obligation and/or liability of each of them.

**22. Policy Schedule or Schedule I**

shall mean the schedule attached to entitled "Policy Schedule" or "Schedule I" and incorporated into this Policy.

**23. Premium**

shall mean the premium payable in respect of this Policy for each Period of Insurance being the amount stated as such in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any).

**24. Public Conveyance**

shall mean any bus, coach, ferry, hovercraft, hydrofoil, ship, taxi, train, tram, or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**25. Resident In-patient**

shall mean an Insured Person whose Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, or Bodily Injury covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

**26. Serious Bodily Injury**

shall mean Bodily Injury as a result of which the Insured Person is certified by that Physician as being unfit to travel or continue with his/her original Journey.

**27. Sum Insured**

shall mean the amount referred to as such for the respective coverage listed in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) as such and applicable to each Insured Person under respective coverage.

**28. This Policy**

shall mean this Policy, the Policy Schedule or Schedule I, other schedule(s) attached hereto and the endorsements (if any) and any amendments (if any) to the same that may have been made from time to time.

**29. We/Us/Our/the Insurer**

shall mean ACE Insurance Limited.



## PART II - DESCRIPTION OF COVERAGE

### COVERAGE A - ACCIDENTAL DEATH / PERMANENT DISABILITY

If during the Period of Insurance, an Insured Person sustains Bodily Injury which directly causes or results in his/her death or any of the Disabilities within twelve (12) consecutive months from the date on which the Bodily Injury was sustained, We will pay the benefits in accordance with the respective percentages of the Sum Insured as listed in the "Table of Benefits" for that Disability.

#### Double Indemnity For Public Conveyance Or Innocent Victim In Armed Robbery Extension (Only applicable if mentioned in the Policy Schedule or Schedule I or subsequent endorsement)

If during the Period of Insurance, an Insured Person sustains Bodily Injury

- a) while traveling as a fare-paying passenger on board a Public Conveyance ; or
- b) being an innocent victim in an armed robbery or attempted robbery

which directly causes or results in his/her death or any of the Disabilities within twelve (12) consecutive months from the date on which the Bodily Injury was sustained, We will pay an additional one hundred percent (100%) of the Sum Insured for Accidental Death / Permanent Disability as listed in the "Table of Benefits" under Coverage A.

The maximum amount payable for a Bodily Injury under Coverage A where this extension is applicable shall be two hundred percent (200%) of the original Sum Insured for Accidental Death / Permanent Disability under Coverage A .

#### Exposure :

If during the Period of Insurance, an Insured Person, by reason of a Bodily Injury sustained is unavoidably exposed to the elements and, as a direct and unavoidable result of such exposure, suffers death within twelve (12) consecutive months from the date on which the Bodily Injury was sustained, the death benefit specified under Coverage A shall become payable subject to the terms and conditions of this Policy.

#### Disappearance :

If during the Period of Insurance (i) it is proven to Our satisfaction that an Insured Person has disappeared for a continuous period of twelve (12) consecutive months, and (ii) in Our opinion, it is reasonable to believe that such Insured Person has died as a result of Bodily Injury, the Sum Insured for Accidental Death under Coverage A shall become payable upon provision of an undertaking signed by the Insured Person's beneficiary(ies) and/or legal personal representative(s) that (i) if We subsequently has reason to believe that the Insured Person has not disappeared or died, then the Insured Person's beneficiary(ies) or legal personal representative(s) shall forthwith refund to Us in full any benefit received by such beneficiary(ies) or legal personal representative(s) upon demand; and (ii) such beneficiary(ies) or legal personal representative(s) shall fully pay Us upon demand for any estate duty or such other expenses and charges levied by any competent governmental or public authority and payable in respect of this Policy and any other such charges incurred by Us in connection with the payment of benefits to such beneficiary(ies) or legal personal representative(s).

#### Provisions in respect of Coverage A:

- a. Benefits payable in respect of "Right hand" and "Left hand" under items 19 - 21 of the "Table of Benefits" shall be reversed if an Insured Person is left-handed.
- b. In the event that one hundred percent (100%) of Sum Insured for Accidental Death / Permanent Disability has been paid in respect of an Insured Person, this Policy in respect of that Insured Person shall immediately cease to be in force. Where the aggregate amount of benefits paid in respect of an Insured Person is less than one hundred percent (100%) of Sum Insured, the Sum Insured for Accidental Death / Permanent Disability applicable to that Insured Person shall be reduced to the amount of original Sum Insured that remains unpaid.
- c. In the event of an Insured Person sustaining permanent Disability not falling under items 2 - 21 of the "Table of Benefits", We may, at Our absolute discretion, pay the Insured Person a sum of money which shall be calculated by Us by reference to the degree of such a Disability.
- d. If an Insured Person suffers from a Loss of limb and a toe(s) of the same limb or a Loss of limb and a finger(s) of the same limb which gives rise to benefits being payable under Coverage A, an Insured Person will only be entitled to the benefit payment in respect of the Loss of one limb under the "Table of Benefits".
- e. If an Insured Person suffers from a Loss of a limb or an organ, which was partially dysfunctional prior to an Accident and such a limb or such an organ becomes totally dysfunctional as a result of such an Accident, the benefit amount payable will be less than the respective percentage of Sum Insured that is indicated in the "Table of Benefits" by an



- amount as determined by Us in its sole discretion. No payment however shall be made in respect of the Loss of a limb or an organ, which was totally dysfunctional prior to the Accident.
- f. An Insured Person shall not be entitled to benefit payment under more than one of the benefit items in the "Table of Benefits" in respect of the same Accident. If an Insured Person suffers more than one Disability in the same Accident, We shall only be liable to pay for the Disability which attracts the highest amount of benefits in accordance with the "Table of Benefits".
- g. If a payment has been made in respect of any permanent Disability under benefit items 2 – 21 of the "Table of Benefits" and accidental death occurs within the subsequent twelve (12) consecutive months of the Bodily Injury, then We shall pay the difference (if any) between the benefit payable for the Disability and the benefit payable for Accidental Death.



**Table of Benefits**

**Scale II**

We will pay the respective Percentage of Sum Insured as described below :

<b><u>Benefit Items</u></b>	<b><u>Percentage of Sum Insured</u></b>	
1. Accidental Death	100%	
2. Permanent Total Disability	100%	
3. Permanent total paralysis of all limbs	100%	
4. Permanent and incurable insanity	100%	
5. Loss of entire sight of both eyes	100%	
6. Loss of entire sight of one eye	100%	
7. Loss of two limbs	100%	
8. Loss of one limb	100%	
9. Loss of speech and hearing	100%	
10. Loss of hearing in both ears	75%	
11. Loss of hearing in one ear	15%	
12. Loss of speech	50%	
13. Permanent total loss of lens of each eye	50%	
14. Loss of toes		
a) All	20%	
b) two phalanges of each big toe	7.5%	
15. Loss of metacarpals		
a) First or second	3%	
b) Third, fourth or fifth	2%	
16. Loss of one thumb		
a) Both phalanges	30%	
b) First or second	15%	
17. Fractured Leg or Patella with established non-union	15%	
18. Shortening of Leg by at least 5cm	10%	
	<b><u>Right Hand</u></b>	<b><u>Left Hand</u></b>
19. Loss of four fingers and thumb	70%	50%
20. Loss of four fingers	40%	30%
21. Loss of each of index, middle, ring or little finger		
a) Three phalanges	15%	10%
b) Two phalanges	10%	7.5%
c) One phalanx	7.5%	5%



#### **COVERAGE B - TEMPORARY DISABILITY**

##### **i) Temporary Total Disability (hereinafter called "TTD")**

If during the Period of Insurance, an Insured Person sustains Bodily Injury which directly causes or results in his/her TTD within twelve (12) consecutive months from the date on which the Bodily Injury was sustained, We shall pay the TTD benefit specified in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) from the first day he/she was diagnosed and certified as TTD by a Physician (subject to any waiting period which may be stated in the Policy Schedule or Schedule I or subsequent endorsement(s) if any) and will remain payable during the subsistence of the TTD subject to the maximum payment period as stated in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any), provided that he/she is under regular care and attendance of a Physician and is entire and continuous prevents an Insured Person from engaging in his / her Daily Business or his / her usual occupation during the whole benefit period. No TTD benefit in respect of a Bodily Injury will be payable to an Insured Person who was found to have engaged in his/her Daily Business or usual occupation after his/her sustenance of that Bodily Injury.

##### **ii) Temporary Partial Disability (hereinafter called "TPD")**

If during the Period of Insurance, an Insured Person sustains Bodily Injury which directly causes or results in his/her TPD within twelve (12) consecutive months from the date on which the Bodily Injury was sustained or immediately following the last day of the TTD benefit period, We will pay the TPD benefit specified in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) from the first day he/she was diagnosed and certified as TPD by a Physician (subject to any waiting period which may be stated in the Policy Schedule or Schedule I or subsequent endorsement(s) if any) and will remain payable during the subsistence of the TPD subject to the maximum payment period as stated in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any), provided that he/she is under the regular care and attendance of a Physician and is continuously for a minimum period of twenty-four (24) hours and prevents an Insured Person from engaging in at least three of the Daily Business or his / her usual occupation during the whole benefit period. If the TPD benefit is payable for Bodily Injury immediately after the TTD benefit as stated above, the waiting period (if any) applicable to such TPD benefit specified in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) will be waived.

The payment of TTD and TPD benefit shall terminate upon the occurrence of any Bodily Injury for which other benefit is payable under Coverage A of this Part II but any TTD or TPD benefit paid hereunder shall not operate to reduce the Sum Insured payable under Coverage A of this Part II. The payment of TPD benefit shall terminate upon TTD benefit becoming payable. Likewise, the payment of TTD benefit shall terminate upon TPD benefit becoming payable.

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#### **COVERAGE C – ACCIDENTAL MEDICAL EXPENSES**

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly causes or results in the necessarily of medical treatment and as a result of which Medical Expenses is incurred within twelve (12) consecutive months from the date on which the Bodily Injury was sustained, We will indemnify the Insured Person for the Medical Expenses actually incurred subject to a maximum of one hundred percent (100%) of the Sum Insured under Coverage C as listed in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) per Accident, as the case may be.

##### **Chinese Bonesetters or Acupuncturists Expenses Extension**

**(Only applicable if mentioned in the Policy Schedule or Schedule I or subsequent endorsement)**

We will also indemnify the Insured Person for the accidental Medical Expenses incurred paid to the Chinese Bonesetters or Acupuncturists provided that the maximum liability of Us shall not exceed HK\$2,000 per accident per Insured Person and HK\$4,000 in aggregate per Insured Person during the Period of Insurance; and the receipt from the Chinese Bonesetters or Acupuncturists should have the name, telephone number and the address of the clinic and must be signed by the Chinese Bonesetters or Acupuncturists.

In no event shall the total amount payable under Coverage C for any one Accident exceed one hundred percentage (100%) of the Sum Insured for Coverage C as listed in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any).



**COVERAGE D - MAJOR BURNS**

If as a result of an Accident during the Period of Insurance, an Insured Person sustains Bodily Injury and is diagnosed by a Physician to have suffered any of the events listed hereunder, We will pay benefit payment in accordance with the respective percentage of Sum Insured as listed below provided that Our liability under this Coverage D shall not exceed one hundred percent (100%) of the Sum Insured for Coverage D as listed in the Policy Schedule or Schedule I or subsequent endorsement(s) (if any) per any one Accident.

**Type of loss in respect of :**

**Percentage of Sum Insured  
for Coverage D listed in the Policy Schedule:**

**A Second Degree Burn / A Third Degree Burn:**

On 50% or more of body surface	100%
On 30% or more of body surface	50%
On 20% or more of body surface	40%
On 10% or more of body surface	20%
On 5% or more of body surface	10%

**Provisions in respect of Coverage D:**

- a. Benefit payment shall not be payable for more than one of the above events in respect of the same Accident. Should more than one of the events be resulted from the same Accident, We shall only be liable for the greatest benefit payment. Benefit payment will be paid after We have investigated and verified the information supplied and are satisfied that the claim falls within this Policy.
- b. Benefit payment under this coverage shall be payable in addition to that under Coverage A.

**COVERAGE E - ACE INSURANCE WORLDWIDE ASSISTANCE SERVICES**

**i) EMERGENCY HOTLINE ASSISTANCE SERVICE**

In the event of the below-described coverage, the Insured Person or his/her representatives shall call collect to Our 24-Hour Emergency Hotline for assistance.

**Tel : (852) 3122 8899**

The party making such call will be required to identify the Insured Person's name, Hong Kong Identity Card and ACE Insurance Policy Number.

**Travel Assistance Includes**

- Inoculation and Visa Requirement Information
- Embassy Referral
- Interpreter Referral
- Loss of Luggage Assistance
- Loss of Travel Document Assistance
- Weather and Exchange Rate Information Assistance
- Emergency Reservation for Airline and Hotel
- Emergency Message Transmission

**Medical Assistance Includes**

- Telephone Medical Advice
- Medical Service Provider Referral
- Monitoring of Medical Conditions when Hospitalized
- Arrangement of Appointments with Doctors
- Arrangement of Hospital Admission



**ii) EMERGENCY MEDICAL EVACUATION AND/OR REPATRIATION SERVICES**

If during the Period of Insurance, an Insured Person sustains Bodily Injury or suffers from Serious Sickness which directly causes or results in the necessity for emergency medical evacuation and/or repatriation services, International SOS will, on Our behalf, arrange for:

- the transfer of the Insured Person to one of the nearest Hospitals; and
- if necessary, on medical ground; and
  - the transfer of the Insured Person by any appropriate means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) under medical supervision, if We consider necessary, to a Hospital more properly equipped for the particular Bodily Injury.

International SOS retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the facts and circumstances of which International SOS is aware at the relevant time.

Following the medical evacuation and if necessary, International SOS will, on Our behalf, arrange and pay for the repatriation of the Insured Person, under medical supervision, if We or International SOS considers necessary, to his/her Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport if the Insured Person's original ticket is not valid for the purpose for subsequent hospitalization outside Hong Kong and that the Insured Person surrenders any unused portion of his/her return ticket to Us. Any decision in respect of emergency medical evacuation and repatriation of the Insured Person shall be made jointly and exclusively by both the attending Physician and Us. We will pay the Insured Person's actual cost incurred in respect of emergency medical evacuation and/or repatriation.

**iii) RETURN OF MORTAL REMAINS**

Upon the death of an Insured Person as a result of Bodily Injury sustained or Sickness suffered during the Period of Insurance which directly causes or results in the necessity of return of mortal remains, International SOS will, on Our behalf, arrange for the necessary arrangements including (i) any steps or arrangements necessary to meet local formalities for the repatriation of the Insured Person's body or ashes to the Insured Person's place of burial in the Insured Person's Country of Residence or (ii) at the request of the Insured Person's immediate family, the local burial of the Insured Person. We will pay the actual cost incurred in respect of return of mortal remains.

**iv) COMPASSIONATE VISIT**

If during the Period of Insurance, an Insured Person sustains Bodily Injury or Serious Sickness suffered and is Confined in a Hospital as a Resident In-patient for over seven (7) consecutive days, International SOS will, on Our behalf, indemnify the Insured Person for (i) the cost of an economy round trip ticket for one (1) person to visit the Insured Person and from the Insured Person's Country of Residence; and (ii) the cost of an ordinary room accommodation in any reasonable hotel subject to HK\$1,000 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services. We will indemnify the cost of such compassionate visit subject to a maximum of HK\$15,000 per any one Accident, as the case may be.

**v) CHILD ESCORT**

If (i) during the Period of Insurance, an Insured Person sustains Bodily Injury or suffers from Serious Sickness and is Confined in a Hospital as a Resident In-patient and as a result of which has to leave his/her children who aged under sixteen (16) years old (the "Child" or "Children") unattended and (ii) the original ticket(s) for the Child or Children to return to the Insured Person's Country of Residence is not valid, International SOS will, on Our behalf, arrange for a one way economy transportation for any or all unattended Child or Children to return to the Insured Person's Country of Residence, including any supplementary cost of transportation from the departure point provided that the unattended Child or Children shall surrender any unused portion of the return ticket(s) to Us. International SOS will, if considered necessary, arrange for a qualified attendant to accompany such unattended Child or Children during the return journey. We will pay the cost of such Child or Children escort subject to a maximum of HK\$15,000 per any



one Accident, as the case may be.

vi) **HOSPITAL GUARANTEE ADMISSION SERVICE**

During the Period of Insurance, if an Insured Person sustains Bodily Injury or Sickness and is admitted and Confined in a Hospital as a Resident In-patient under the professional care of a Physician and shall incur Medical Expenses during his/her Confinement, International SOS will, on Our behalf, guarantee to the Hospital the amount of admission deposit subject to a maximum amount of HK\$39,000. In case of an invalid claim occurred, the Insured Person shall repay the full sum of cash advanced under the "Hospital Guarantee Admission Service" to Us within thirty (30) days from the date such cash is advanced.

**Provisions in respect of Coverage E:**

- a. We or International SOS (details of which has been notified to the Insured or the Insured Person or its insurance broker or agent from time to time) must be promptly informed of the occurrence of any event which may give rise to any potential claim under Coverage E. The Insured or the Insured Person shall not try to provide solutions to problem encountered without involving Us or International SOS as this might prejudice reimbursement of expenses. Failure to observe this provision will deny the Insured Person's coverage under Coverage E.
- b. Appropriate number of ACE Insurance Worldwide Assistance Services Cards will be given to the Insured for distribution to the Insured Person taking a Journey. It shall be the duty of the Insured to ensure that the ACE Insurance Worldwide Assistance Services Cards issued are retrieved from any Insured Person after the Journey or upon his/her leaving the service of the Insured.
- c. Should the ACE Insurance Worldwide Assistance Services Card be misused or be provided in good faith for any person not insured under this Policy, the Insured shall indemnify Us for all loss or expenses incurred or payments made by Us or International SOS.
- d. An Insured Person's medical treatment received during a Journey which was made for the purpose of receiving medical treatment (the receipt of medical treatment need not be the sole purpose of the Journey), or his/her loss incurred where a Journey is undertaken against the advice of a Physician, or any expenses already included or contemplated in the cost of a scheduled Journey are not covered.
- e. Items ii) to vi) are only effective outside the country of residence of the Insured Person and shall apply worldwide unless otherwise endorsed or amended by Us.
- f. An Insured Person is only entitled to coverage under items ii) to vi) if it is so specified in the Policy Schedule or Schedule I or subsequent endorsement(s) if any.

**Definitions :**

**1) Serious Sickness**

shall mean a condition which in the opinion of International SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

**2) Sickness**

shall mean sickness or disease first contracted by an Insured Person after the commencement date of the Period of Insurance and for which the Insured Person has not received treatment or advice for treatment during twelve (12) months prior to the commencement date of the Period of Insurance.



### PART III - EXCLUSIONS

#### General Exclusions applicable to all Coverages :

This Policy does not cover any loss or liability directly or indirectly, in whole or in part, arising as a result of :

1. Insured Person's intentional self-inflicted injury, suicide or any attempt suicide, while sane or insane;
2. Insured Person is engaging or taking part, whether on a full time or part time, permanent or temporary basis, for reward or otherwise, in
  - a. disciplinary forces, naval, military, air force, security service or any operations with any armed force of any country whether this service or operation is provided by any public authority or not; or
  - b. aviation or aerial activities including as a pilot or aircrew member except air travel solely as a passenger in a properly licensed :
    - commercial aircraft constructed to carry passenger and operated by a licensed regularly scheduled commercial air carrier; or
    - private aircraft constructed to carry passengers and operated by a licensed pilot; or
  - c. any kind of race (other than on foot), professional sports, or any sport or stunt activity where an Insured Person would or could earn income or remuneration from engaging in it; or
  - d. testing of any kind of conveyance, handling of explosives, or engaging in oil rigs work, mining, or aerial photography, ship crew services, hitchhiking;
3. declared or undeclared war, invasion, act of foreign enemy, rebellion, revolution, insurrection, civil war, hostilities, (whether war is declared or not) military or usurped power or any act thereof; or direct participation in a strike, riot, civil commotion; or act of the Insured Person contrary to the law of the country, or any illegal or unlawful act by the Insured Person; or confiscation, detention, destruction by customs or other authorities; and any prohibition or regulation by any government;
4. Insured Person's pregnancy, childbirth, miscarriage, abortion, infertility, cosmetic surgery, mental disorder, or venereal or other sexually transmitted disease;
5. Insured Person's infection with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any opportunistic infections and/or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC:
  - a. for the purposes of this exclusion, the term AIDS shall have the meaning assigned to it by the World Health Organization at the time of the occurrence of the insured event;
  - b. opportunistic infections shall include but not limited to pneumocystis carinii pneumonia, organism of chronic enteritis virus and/or disseminated fungi;
  - c. malignant neoplasm shall include but not limited to Kaposi's Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as causes of death in the presence of AIDS.
6. Insured Person being under the influence of alcohol or drugs unless, in the case of drug consumption, it is proved that such drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction;
7. any consequential loss of any kind;
8. Insured Person is not taking all reasonable efforts to avoid Bodily Injury or minimize any claim under this Policy;
9. Insured Person's expenses for treatment in connection with insanity, geriatric condition, psychiatric condition or any behavioral disorder;
10. health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;
11. Sickness, disease, or any bacterial infection even if contracted by accident other than bacterial infection that is the direct result of an accidental cut or wound.



## PART IV - GENERAL CONDITIONS

### 1. ENTIRE CONTRACT

- The Policy Schedule, the application form and all statements, warranties, relevant questionnaires and declarations contained therein shall be deemed incorporated in this Policy and together with all endorsements and amendments hereto shall constitute the entire contract. Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it may appear.
- No amendment to this Policy shall be valid until approved in writing by Us and evidenced by an endorsement or amendment hereon or being attached hereto as part of this Policy and such endorsement or amendment must be signed by Our authorized representative. Our agent does not have any authority to amend or to waive any of the provisions of this Policy.

### 2. NOTICE AND SUFFICIENCY OF CLAIM

- Written notice of claim must be given to Us as soon as is reasonably possible, and in any event within thirty (30) days from the first day of the insured event giving rise to the claim under this Policy. Notice given by or on behalf of the Insured Person or claimant to Us with information sufficient to identify the Insured Person shall be deemed valid notice to Us.
- We, upon receiving a notice of claim, will furnish to the Insured or Insured Person such forms as it usually provides for filing proof of claim. The Insured, Insured Person or claimant shall, at his/her own expense, provide to Us such certificates, information and evidence as We may from time to time require in connection with any claim under this Policy and in the form prescribed by Us. Proof of all claims must be submitted to Us within one hundred and eighty (180) days from the first day of the insured event giving rise to the claim.

### 3. LIMITATIONS ON CLAIMS

No claim or legal action shall be brought or pursued against Us under this Policy either before the expiration of sixty (60) days after written proof of claim has been submitted to and received by Us in accordance with the terms of this Policy; or after the expiration of three (3) years from the date of occurrence of the Bodily Injury giving rise to a claim under this Policy occurs.

### 4. PHYSICAL EXAMINATIONS AND AUTOPSY

We, at Our own expenses shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably consider necessary while a claim hereunder is pending and to make an autopsy in case of death where it is not forbidden to do so by the law of the place at which the autopsy is to be carried out.

### 5. EXAMINATION AND AUDIT

We shall be permitted to examine the Insured's or the Policyholder's records relating to this Policy at any time during the Period of Insurance and within three (3) years after the termination of this Policy for whatsoever reason or the full and final adjustment and settlement of all claims hereunder, whichever is later.

### 6. PAYMENT OF CLAIM

No sum shall be paid in respect of any claim under this Policy until the total amount payable in respect of a benefit payable under this Policy has been ascertained or agreed to by Us. Upon the payment of a benefit under this Policy, any premium due from the Insured or the Policyholder but unpaid may be deducted from such benefit payment at the absolute discretion of Us. We are under no obligation to make such a deduction and Our decision not to make such a deduction on one occasion shall not prevent it from making deductions subsequently. No amount payable under this Policy shall carry interest. Payment for death of the Insured Person is payable to the beneficiary if such a designation has been made by the Insured Person, or if no such a designation, to the estate of the Insured Person. If there is no notice of percentage of the beneficiaries' shares that has been given to Us and there is more than one beneficiary, the benefits payable shall be divided among such beneficiaries in equal shares. All other payments under this Policy are payable to the Insured Person. Payment made to the Insured, Insured Person or his/her legal personal representative or beneficiary shall be a final and complete discharge of all liabilities of Us in respect of all events resulting in a claim under this Policy.



**7. BENEFICIARY**

The Insured may from time to time by written notice to Us designate a beneficiary or beneficiaries to whom the benefit on his/her death under this Policy shall be payable, and may revoke or change any such designation in writing from time to time without the consent of any beneficiary. No notice of designation or change in beneficiary in relation to this Policy shall be effective unless and until received and acknowledged by Us and We shall in any event have no responsibility to verify the validity of any such designation. Each beneficiary or legal personal representative shall undertake to indemnify Us for any penalty charges or expenses arising from payment of any benefit to the beneficiary or legal personal representative before obtaining estate duty clearance.

**8. CHANGE OF BUSINESS NATURE/OCCUPATION**

The Insured, the Insured Person or the Policyholder shall give immediate notice of any alteration in the Insured's business or any changes in the Insured Person's occupation or business. If the Insured Person sustains Bodily Injury which may give rise to a claim under this Policy after having changed his/her occupation or after the change of the nature of business of the Insured to one which We consider as more hazardous than the previous one or while doing for compensation anything pertaining to the more hazardous occupation, We shall pay only such portion of the benefits provided in this Policy (if the same is payable pursuant to the terms and conditions of this Policy) as the Premium paid would have purchased at the rates and within the limits fixed by Us for such hazardous occupation.

If an Insured Person changes his/her occupation to one or if the nature of business of the Insured changed to one which We consider less hazardous than the previous one, We, upon receipt of written proof of such a change of occupation, will determine whether the premium rate needs be adjusted and if so, adjust the premium rate accordingly. If the adjustment leads to a reduction of the premium rate, the excess pro rata unearned premium from the date of change of occupation or from the Policy renewal date immediately preceding receipt of such proof, whichever is later, shall be refunded to the Policyholder.

If the Insured or the Insured Person fails to notify Us, for whatsoever reason, of any change in the nature of business of the Insured or the change in the Insured Person's business or occupation within thirty (30) days of the occurrence of the same, the coverage provided by Us under this Policy in respect of the Insured Person shall cease with effect from the date on which the change took place. Such release shall in no event affect Our obligations to pay benefits under this Policy accrued prior to the said change.

**9. GEOGRAPHICAL LIMIT AND OPERATIVE TIME**

Insurance provided under this Policy with respect to Coverage A to D shall apply twenty-four (24) hours a day anywhere in the world; with respect to Coverage E ii) to vi), shall apply twenty-four (24) hours a day anywhere in the world outside the country of residence of the Insured Person unless endorsed or amended by Us.

Country of residence will be regarded as Hong Kong Special Administrative Region unless otherwise specially mentioned in the Schedule I or subsequent endorsement(s) (if any) by the Insured, the Insured Person or the Policyholder.

**10. RENEWAL**

Subject to the terms and conditions of this Policy, this Policy may be renewed by either party for further twelve (12) consecutive months by advance premium payment prior to the expiration of the Period of Insurance at Our premium rate in force at the time of such renewal. We reserve Our right to decline the renewal, or to amend the premium rate, coverage, terms and conditions of this Policy on any renewal. In considering whether a renewal will be granted, We may request the Insured or the Policyholder to supply to Us such information We consider necessary to reach a decision. Our acceptance of the agreed premium shall constitute Our consent to renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

**11. TERMINATION OF POLICY**

We may terminate this Policy at any time during the Period of Insurance by giving thirty (30) days prior notice in writing to the last known address of the Policyholder or its insurance broker. In the event of such termination, We will return promptly the pro-rata unearned premium to the Policyholder. However, no notice of termination is required from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:

- a. non-payment of any Premium;
- b. conviction of a crime arising out of acts increasing the hazards insured against;
- c. fraud or material misrepresentation on the part of the Policyholder, the Insured Person or its insurance broker;



d. willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.

The Policyholder may cancel this Policy by giving Us not less than thirty (30) days prior written notice. Upon termination by the Policyholder, earned premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium :

	PERCENT OF ANNUAL PREMIUM
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

## 12. REINSTATEMENT OF POLICY

If this Policy is terminated through default in the payment of the agreed Premiums for this Policy, any subsequent acceptance of a Premium by Us shall reinstate the Policy, but the Policy only covers the time period after the reinstatement becomes effective as specified by Us in writing.

## 13. ARBITRATION

Any dispute of any kind arising out of or in connection with this Policy shall be referred within twelve (12) months from the date of first notice of dispute to the arbitration and final decision of a sole arbitrator to be appointed by agreement between the Policyholder and Us or, failing such agreement within twenty-eight (28) days, to be appointed by the President for the time being of the Law Society of Hong Kong. All disputes shall be arbitrated as domestic arbitrations. If reference to arbitration shall not be made within the said twelve (12) months of first notice of dispute, the claimant shall be deemed to have waived all claims in connection with or arising out of the said dispute. The making of an award by such arbitrator shall be a condition precedent to any right of action against Us.

## 14. OBLIGATION

The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and the Insured Person or an Insured Person's beneficiary(ies) or legal personal representative(s) shall be condition precedent to the liability of Us to make any payment under this Policy.

## 15. FRAUD

Any fraud, mis-statement or concealment (i) in the application form; or (ii) in the declaration on which this Policy is based; or (iii) in relation to any other matters affecting this Policy; or (iv) in connection with the making of any claim under this Policy; or (v) in respect of a claim(s) or any other matter(s) affecting or in connection with any other policy(ies) held by the Insured Person whether individually or jointly with others and issued by Us shall render this Policy null and void and all claims hereunder shall be forfeited. Any Premiums collected or received by and on Our behalf shall be forfeited and not be refundable in such circumstances. Upon such termination, no benefits shall be payable and:

- the effective time of termination of this Policy shall be 00:01 am (Hong Kong Time) on the day of termination.
- in the event that a Premium has been paid for any period beyond the termination date of this Policy, the relevant proportion of the Premium shall be refunded to the Policyholder.
  - In the event the required Premium has not been paid for any period up to the date of termination, the Insured or the Policyholder shall be liable to Us for and shall forthwith make full payment of such Premiums.
- termination of this Policy shall be without prejudice to any claims made prior to the effective time of termination.

## 16. PREMIUM

The payment of Premium is a condition precedent to the liability of Us to make any payment under this Policy and shall be made prior to the commencement date of the Period of Insurance.

## 17. CESSATION OF COVERAGE

Without prejudice to other provisions of this Policy under which the coverage to an Insured Person may be terminated, the coverage provided to an Insured Person under this Policy shall cease forthwith upon termination of the Insured Person's employment with the Insured for whatsoever reason or after the immediately following anniversary of the commencement



date of the Period of Insurance following that Insured Person's sixty-six (66<sup>th</sup>) birthday, whichever is earlier.

**18. WAIVER**

No delay or omission by Us in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**19. GOVERNING LAW**

This Policy shall be governed by and interpreted in accordance with the law of the Hong Kong Special Administrative Region, except as otherwise stated herein.

**20. JURISDICTION**

The Insured, the Insured Person and Us irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.

**21. CLERICAL ERROR**

Clerical errors by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

**22. PERSONAL DATA (PRIVACY) ORDINANCE (PDPO)**

We may make use of any personal data of the Insured and the Insured Person for administering this Policy, customer services and marketing and any other related activities of Us or Our affiliated companies and/or related parties.

The Insured Person can contact Our Data Privacy Officer at 25<sup>th</sup> floor, Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong for any request to access to and/or correct any information supplied to Us. We reserves the right to charge a reasonable fee for its administrative costs in complying with such requests.