



## INSURING CLAUSE

The Proposal Form and other information submitted by the Insured is the basis of this Policy. In consideration of the Insured paying to the Insurer the Premium, the Insurer agrees, subject to the terms, exclusions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder, to indemnify the Insured to the extent and in the manner hereinafter provided.

## GENERAL DEFINITIONS

The following definitions apply, unless the context requires otherwise. Individual sections of coverage may also contain definitions and these are to be read in conjunction with those listed below. Words in the masculine include the feminine and vice versa. Words in the singular include the plural and vice versa.

**Accident** means a sudden and unforeseen event that happens unexpectedly and causes Injury to the Insured Person.

**Accidental Death** means death resulting directly solely and independently of any other cause from Injury by an Accident that occurs during the Period of Insurance within three hundred and sixty five (365) days after the date of the Accident.

**Benefit** means the coverage as specified in the Policy denoting the amount of compensation to be payable under this insurance against the happening of the Event.

**Event** means any one of the Events specified in the Policy against which the relative Coverage is specified.

**Hospital** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

1. has organized facilities for diagnosis, treatment and major surgery;
2. provides twenty-four (24) hours a day nursing services by registered graduate nurses;
3. is under the supervision of a legally registered or licensed physician; and
4. is not primarily a clinic, a place for custodial care, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

**Injury** means bodily injury to the Insured Person caused solely and directly by accidental means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.

**Insured** means the party named as the Insured in the Schedule.

**Insured Person** means the respective person named as Insured Person in the Schedule.

**Insurer** is interchangeable with the Underwriters.

**Medical Practitioner** means any person legally authorized by and registered with the Government having jurisdiction in the geographical area where the Medical Practitioner practices, to render medical service, but excluding a Medical Practitioner who is the Insured, the Insured Person, or the spouse or relative of the Insured or Insured Person.

**Permanent Disablement** means the physical conditions specified against any of the Events of Permanent Disablement specified in the Schedule of Benefits resulting directly and independently of other cause from Injury by Accident that occurs during the Period of Insurance.

**Permanent Total Disablement** means disablement resulting directly and independently of other cause from Injury during the Period of Insurance which has lasted for an uninterrupted period of three hundred and sixty five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life, and which physically entirely and permanently prevents the Insured Person from engaging in or attending to all duties pertaining to the Insured Person's usual occupation, profession or business and all other comparable gainful activities for which the Insured Person is qualified for upon the Insured Person's education, experience and other facility, the foregoing being duly

certified by at least one legally qualified and registered Medical Practitioner.

**Policy** means this insurance policy, including the SCHEDULE, GENERAL DEFINITIONS, GENERAL EXCLUSIONS, GENERAL CONDITIONS, terms and conditions of the respective applicable Section(s), and all endorsements contained herein or endorsed hereon, which altogether shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

**Public Common Carrier** means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

**Recovery Equipment** means any medical equipment approved and recommended by a Medical Practitioner to be necessary for the medical recovery treatment of the Insured Person.

**Schedule** means the typed sheet attaching to the Policy which sets out the details of the name of the Insured Person, Benefit, Cover, Sum Insured, Period of Insurance and the Premium, which forms a part of and should be read in conjunction with the Policy.

## **GENERAL EXCLUSIONS**

This Policy does not cover Accident directly or indirectly caused by, resulting from or in connection with:

1. A. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- B. any act of terrorism. For the purpose of this exclusion, an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes Accident 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. or B. above. If the Insurer alleges that by reason of this exclusion, any Accident is not covered by this Policy, the burden of proving the contrary will be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2. the Insured Person engaging in or taking part in:
  - A. driving or riding in any kind of race.
  - B. any sport in a professional capacity.
  - C. underwater activities involving the use of breathing apparatus.
  - D. mountaineering or rock climbing using ropes, guides, or pot-holing.
  - E. parachuting, sky diving, hand-gliding, ballooning or bungee jumping of any kind.
  - F. military or armed force services or operations of any kind.
  - G. any criminal acts.
3. flying or other aerial activity except as a passenger on a regular scheduled airline or licensed chartered aircraft.
4. suicide, attempted suicide, intentional self-injury or wilful exposure to danger (other than in an attempt to save human life), insanity, mental disorder of any kind, psychosis, stress or depression, whilst under the influence of alcohol or drugs, any kind of sickness, childbirth, pregnancy, miscarriage, and Acute Mountain Sickness.
5. HIV (Human Immune Deficiency Virus) and/or HIV-related illness including AIDS and/or mutant derivative or variations thereof however caused or however named.
6. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
7. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

## **GENERAL CONDITIONS**

1. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefit under this Policy, the Insurer shall have no liability in respect of such a claim.
2. The Insured Person shall give immediate written notice to the Insurer of any change in the occupation of the Insured Person and shall pay additional premium if required.
3. Before renewing this Policy, the Insured shall give written notice to the Insurer of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical mental defect or infirmity affecting the Insured Person.
4. This Policy is not assignable and the Insurer shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. The receipt of the Insured or of the Insured's legal personal representatives shall in all cases be an effectual discharge to the Insurer.
5. All Benefits are payable to the Insured Person or the Insured Person's guardian named in the Schedule as the Insured if the age of the Insured Person is below eighteen (18). In the event of death of the Insured Person, the Insurer will pay the Benefit to the estate or legal representative of the Insured Person.
6. Immediate notice shall be given to the Insurer of any occurrence likely to give rise to a claim under this Policy. Within thirty (30) days of any occurrence likely to give rise to a claim under this Policy, a detailed statement in writing describing the occurrence together with the following supporting documents shall be delivered to the Insurer:
  - A. Accidental Death - Death Certificate presumed death proclaimed by court (for disappearance case).
  - B. Permanent Disability - Certificate issued by a Medical Practitioner certifying the diagnosis and degree or severity of disability.
  - C. Accidental Medical Expenses - Diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certified by the Medical Practitioner, bonesetter or acupuncturist, and receipt, hospital bill with itemised list or receipts issued by clinic, leave certificate from Medical Practitioner.
7. It is a condition precedent to any liability of the Insurer under this Policy that the Insured shall at the Insured's own expense furnish to the Insurer such certificate, information and evidence as the Insurer may from time to time reasonably require in the form and of the nature described by the Insurer. The Insurer shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body. The death of the Insured or the Insured Person shall be established by an official death certificate or in the event of the Insured Person's disappearance following an Accident or the total loss of a vessel or aircraft, by a court order presuming the Insured Person's death.
8. This Policy may be cancelled at any time:
  - A. by the Insured on notice to that effect being given in writing to the Insurer, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force; or
  - B. by the Insurer on seven (7) days' advance notice to the effect being given in writing to the Insured's last known address, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
9. If any difference shall arise as to the amount to be paid under this Policy such difference shall

be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

10. In accordance with the authorization granted under the Contract, the number of which is specified in the Schedule, to Hanson Insurance Services Limited by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.
11. The subscribing Insurers' obligation under this Policy to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligation.
12. All summons, notice, or process to Lloyd's Underwriters is to be served upon Lloyd's General Representative for Hong Kong, 1220, Two Pacific Place, 88 Queensway, Hong Kong, who has the authority to accept service and to appear on the Lloyd's Underwriters' behalf.

**SECTION 1 – ACCIDENTAL DEATH & PERMANENT DISABLEMENT**

**Cover**

The Insurer will, if any of the Events specified in the Schedule of Benefits stipulated under this Section happen to the Insured Person as a result of an Injury that occurs anywhere in the world within the Period of Insurance, pay the relative coverage as applicable and stipulated therein to the Insured Person or in the case of the death of the Insured Person, to the legal personal representative of the Insured Person.

If the body of the Insured Person has not been found within one (1) year after the date of the disappearance due to disappearance, sinking or wrecking of the aircraft or other Public Common Carrier either on the ground or at sea in which the Insured Person was travelling at the time of an Accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered death resulting from Injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking, provided that the legal personal representative of the Insured Person to whom such sum is paid shall sign an undertaking to the effect that such sum shall be refunded to the Insurer if such Insured Person is subsequently found to be living.

**Event and Schedule of Benefits**

1.	Accidental Death - The Sum Insured specified in the Schedule	
2.	Permanent Disablement - The following percentage of the Sum Insured specified in the Schedule	
2.A.	Loss of one or more limbs	100%
2.B.	Loss of both hands or of all fingers and both thumbs	100%
2.C.	Total loss of sight of one eye or both eyes	100%
2.D.	Total paralysis	100%
2.E.	Complete and incurable insanity	100%
2.F.	Injuries resulting in being permanently bedridden	100%
2.G.	Any other Injury causing Permanent Total Disablement	100%
2.H.	Loss of sight of eye except perception of light	50%
2.I.	Loss of lens of one eye	50%

2.J.	Loss of four fingers and thumb of one hand	50%
2.K.	Loss of four fingers	40%
2.L.	Loss of thumb	
	- both phalanges	25%
	- one phalanx	10%
2.M.	Loss of index finger	
	- three phalanges	10%
	- two phalanges	8%
	- one phalanx	4%
2.N.	Loss of middle finger	
	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
2.O.	Loss of ring finger	
	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	2%
2.P.	Loss of little finger	
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	2%
2.Q.	Loss of metacarpals	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
2.R.	Loss of toes	
	- all	15%
	- great, both phalanges	5%
	- great, one phalanges	2%
	- other than great, if more than one toe lost, each	1%
2.S.	Loss of hearing	
	- both ears	75%
	- one ear	15%
2.T.	Loss of speech	50%

Provided that:

1. no compensation specified in the Schedule of Benefits shall be payable:
  - A. under Event 1. or 2. above unless the death or disablement takes place within three hundred and sixty five (365) days after the date of the Injury.
  - B. until the total amount of compensation shall have been ascertained and agreed.
2. the complete and irrecoverable loss of use of any member specified above shall be deemed to be loss of such member. In the event of partial loss of any member specified above, a proportionately lower percentage of compensation as specified by the Insurer shall be payable.
3. in the event of Permanent Disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed by the Insurer based on the proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured.
4. the aggregate of all percentages payable in respect of any one Accident to any one Insured Person shall not exceed one hundred percent (100%) of the Sum Insured. In the event of one hundred percent (100%) of the Sum Insured having been paid to the Insured Person, all insurance herein provided to such Insured Person shall immediately cease to be in force. All

other losses smaller than one hundred percent (100%) of the Sum Insured if having been paid shall reduce the coverage by that amount from the date of Accident until the expiration of the Policy.

5. in the event of loss specified under 2.D., 2.E., 2.F. and 2.G. above, the Insurer shall pay one hundred percent (100%) of the Sum Insured provided such disablement, insanity or paralysis has lasted a period of three hundred and sixty five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life as duly certified.

**Additional Coverage to SECTION 1**

Double Indemnity on Public Common Carrier (applicable only to Insured Person between the age of eighteen (18) and sixty five (65) inclusive)

The Insurer will pay an additional sum equivalent to one hundred percent (100%) of the Sum Insured for Accidental Death or HK\$1,000,000, whichever is the lower, in the event that Accidental Death is resulting from an Accident while the Insured Person is travelling as a fare-paying passenger (not as operator or crew member) in or on, boarding or alighting from any Public Common Carrier.

Major Burns

The Insurer will, in the event that the Insured Person suffers from second or third degree burns listed hereunder as a result of an Accident and such condition is certified by a registered Medical Practitioner, pay the Insured Person an additional sum equivalent to the following percentages of the Sum Insured for Accidental Death or HK\$500,000, whichever is the lower:

Head	Equal to or greater than 12% damage of total head surface area	100%
	Equal to or greater than 8% but less than 12% damage of total head surface area	75%
	Equal to or greater than 5% but less than 8% damage of total head surface area	50%
	Equal to or greater than 2% but less than 5% damage of total head surface area	25%
Body excluding Head	Equal to or greater than 20% damage of total body surface area	100%
	Equal to or greater than 15% but less than 20% damage of total body surface area	75%
Head	Equal to or greater than 10% but less than 15% damage of total body surface area	50%

Should more than one (1) area of burns be sustained from the same Accident, only the area with the highest compensation will be payable.

**SECTION 2 - ACCIDENTAL MEDICAL EXPENSES**

**Cover**

The Insurer will reimburse the Insured Person for actual and reasonable medical expenses (after deduction of any sums recovered or recoverable from all other sources) up to the Sum Insured on Accidental Medical Expenses specified in the Schedule, incurred within three hundred and sixty five (365) days of Injury that occurs during the Period of Insurance for medical, surgical, diagnostic or other remedial attention or treatment as a direct result thereof and recommended by a registered Medical Practitioner, qualified nurse and/or hospital, including the cost of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

**Additional Coverage to SECTION 2**

Broken Bones

The Insurer will, in the event that the Insured Person suffers from complete breakage of bone listed

hereunder as a result of an Accident and such condition must be certified by a registered Medical Practitioner, pay the Insured Person an additional sum equivalent to the following percentage of the Sum Insured for Accidental Medical Expenses or HK\$50,000, whichever is the lower:

Completed breakage of bone of:	
Pelvis	100%
Heel	50%
Skull, Collarbone, Upper Limb, Elbow, Wrist	40%
Lower Jaw	30%
Vertebrae, Shoulder, Blade, Sternum, Hand, Foot	20%
Upper Jaw, Cheek Bone, Nose, Ribs, Coccyx, Toes, Fingers	15%

Should more than one (1) area of complete breakage of bone be sustained from the same Accident, only the area with the highest compensation will be payable.

#### Chinese Medical Expenses

The Insurer will reimburse the Insured Person the actual medical expenses as a result of an Injury due to a covered Accident which requires treatment from Chinese bonesetter, Chinese acupuncturist, chiropractor, and/or physiotherapist, provided that the liability of the Insurer shall be limited to:

1. with respect to Chinese bonesetter, Chinese acupuncturist, and/or chiropractor:
  - A. HK\$150 per visit per day,
  - B. maximum five (5) visits any one Accident, and
2. with respect to physiotherapist:
  - A. HK\$500 per visit per day,
  - B. maximum four (4) visits any one Accident, and
3. with respect to Chinese bonesetter, Chinese Acupuncturist, chiropractor and/or physiotherapist, HK\$2,000 in all in any one Period of Insurance, which is part of and not additional to the Sum Insured on Accidental Medical Expenses.

The Insurer shall not be liable for any Chinese medicine expenses other than Chinese bone-setting and/or Chinese acupuncture.

#### Recovery Equipment

The Insurer will, in the event that the Insurer agrees to pay the Benefit of Accident Medical Expenses to the Insured Person, pay the Insured Person for the actual and reasonable costs of the Recovery Equipment, provided that the liability of the Insurer is limited to HK\$10,000 for any one article, pair or set, which is part of and not additional to the Sum Insured on Accidental Medical Expenses.