

# PERSONAL ACCIDENT INSURANCE PLAN POLICY

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

N.B.

- (1) For your own protection you are requested to read this Policy and the Terms, Exclusions and Conditions contained herein in order to ascertain that it is in accordance with your intentions. You are also requested to check that the particulars given in the Policy Schedule are true and complete and they will form the basis of your contract with Chong Hing Insurance Company Limited (referred to hereinafter as the “Company”). If it is not, kindly return immediately for alteration or cancellation, or otherwise, it means you agree to be bound by the following policy terms and conditions.
- (2) Please note that this Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between you and the Company. Each of you and the Company consents that such contract constitutes legal, valid and binding obligations of the parties in accordance with its terms.
- (3) Please advise any change of your occupation taken place in your last period of insurance. Also, please note that if your current occupation falls under the Occupational Accident Exclusion List (referring to General Exclusion No. 19), any accident arising from such occupation is not covered under this Policy.
- (4) Please note that there is a “Non-Contribution Clause” under the General Conditions in this Policy that if you are also covered by other insurance for benefits under Sections 2(D), 2(E) and 3, the Company shall only pay for the benefit which is not recoverable from any other insurance.
- (5) Please note that there is a “Duplicate Application” Condition under the General Conditions in this Policy. Prior consent from the Company is required if you have a duplicate policy of this plan with the Company. If no prior consent is given, the benefit payable will only base on the policy with the greatest benefit or the policy which was firstly issued.

If you have any uncertainty of the above, please contact the Company.

The Personal Accident Insurance Proposal Form and/or declaration signed by the Insured together with any information supplied by or on behalf of the Insured is the basis of this Policy.

In consideration of the payment of the Premium specified in the Policy Schedule, **Chong Hing Insurance Company Limited** undertakes and agrees, subject to the Terms, Exclusions and Conditions specified in this Policy, to pay the Benefit if any of the Events referred to in any Section of this Policy happens during the Period of Insurance.

Provided that the due observance and fulfilment of the Conditions of this Policy shall be a condition precedent to any liability under this Policy.

## GENERAL DEFINITIONS

- Accident** - Unforeseen, unexpected and involuntary event of violent, accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury which happens by chance.
- Accidental Death** - Death resulting directly, solely and independently of any other cause from Injury, by an Accident that occurs during the Period of Insurance, within 365 days after the date of the Accident.
- Benefits** - The coverage as specified in this Policy denoting the amount of compensation to be payable under this Policy against the happening of an Event.
- Children** - Means dependent and unmarried child/children who is/are aged 6 months to age 17 or up to age 23 for an unmarried full time student as at commencement of this Policy and must be studied in schools or universities in Hong Kong, except for the purpose of Benefits under “Return of Unattended Children” in “Section 4 - 24 Hours Worldwide Emergency Assistance”.
- Chinese Medicine Practitioner** - Any qualified person legally authorized by and registered with the Government having the jurisdiction in the geographical area of his/her practice to provide Chinese medical treatment including bone-setting and acupuncturist, but excluding the Insured/Insured Person himself/herself, his/her Partner or relatives or employer.
- Confinement or Confined** - The Insured Person is admitted to a Hospital as a result of Injury with medical necessity upon the recommendation of a Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital. Hospital confinement will be evidenced by a daily room and board charge by the Hospital.
- Event** - Any one of the events stated in this Policy against which the relative cover is stated.
- Hong Kong** - The Hong Kong Special Administrative Region of the People’s Republic of China.
- Hospital** - An establishment duly recognized, constituted and registered as a hospital for the care and treatment of sick and injured persons, and which (a) has organized facilities for diagnosis, treatment and major surgery; (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses; (c) is under the supervision of a legally registered and licensed physician; and (d) is not primarily a clinic, a place for custodial care, a place for alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.
- Injury** - Bodily injury to the Insured Person caused by food poisoning or gas poisoning, or 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.
- Inpatient** - Means an Insured Person whose Hospital Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, diagnosis and treatment of an Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
- Insured** - The party named as the Insured in the Policy Schedule.
- Insured Person** - The respective persons named in the Policy Schedule as Insured Person and under or equal to 65 years of age on the first day of commencement of this Policy.
- Loss of Fingers, Thumbs or Toes** - Means complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.

- Loss of Hearing** - Means permanent irrevocable loss of hearing where if:  
a dB = Hearing loss at 500 Hertz  
b dB = Hearing loss at 1,000 Hertz  
c dB = Hearing loss at 2,000 Hertz  
d dB = Hearing loss at 4,000 Hertz  
 $1/6 (a+2b+2c+d)$  is above 80dB.
- Loss of Limb** - Means loss by physical separation at or above the wrist or ankle joint.
- Loss of Sight** - Means the total and irrecoverable loss of all sight of an eye or eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
- Loss of Speech** - The disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- Loss of Use** - Means total functional disablement and is treated like the total loss of said limb or organ.
- Medical Practitioner** - Any person legally authorized by and registered with the Government having the jurisdiction in the geographical area of his/her practice of western medicine, to render medical or dental services, but excluding a Medical Practitioner who is the Insured/Insured Person himself/herself, his/her Partner or relatives or employer.
- Partner** - Any person to whom the Insured Person is legally married to or with whom the Insured Person lives in a relationship equivalent to marriage (whether of the same or opposite gender) and with whom the Insured Person has continuously cohabited for a period of at least three (3) months prior to the date of the Accident.
- Permanent Disablement** - The physical conditions stated against the Events of Permanent Disablement described 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** - Disablement resulting directly, solely and independently of other cause from Injury during the Period of Insurance, which has lasted for an uninterrupted period of 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 his/her usual occupation, profession or business and all other comparable gainful activities for which the Insured Person is qualified for upon his/her education, experience and other faculty, the foregoing being duly certified by at least one Medical Practitioner.
- Policy Schedule** - The Policy Schedule attached to this Policy which sets out the details of the Insured Person's Name, Benefits Cover, Sum Insured, the Period of Insurance and the Premium. It forms a part of and should be read in conjunction with this Policy.
- Pre-existing condition** - Means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs preceding the commencement of this Policy.
- Private Motor Car** - Means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
- Public Conveyance** - Means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other means of conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company 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 regular scheduled airport limousine operating on fixed routes and schedules.
- Temporary Total Disablement** - Disablement resulting directly, solely and independently of other cause from Injury during the Period of Insurance, which entirely prevents the Insured Person from attending to all duties pertaining to his/her usual occupation, profession or business.

#### SUM INSURED TABLE

Plan	Standard Plan	Premium Plan
Section	Maximum Limit of Indemnity per Year per Insured Person* (HK\$)	Maximum Limit of Indemnity per Year per Insured Person* (HK\$)
<b>Section 1 – Accidental Death and Permanent Disablement</b>		
A) Accidental Death	1,200,000	2,000,000
B) Permanent Disablement	1,200,000	2,000,000
C) Double Indemnity	1,200,000	2,000,000
<b>Section 2 – Accidental Medical Expenses</b>		
D) Accidental Medical Expenses	12,000	20,000
E) Emergency Treatment Transportation Benefit	1,500	2,000
<b>Section 3 – Personal Liability</b>	1,000,000	2,000,000
<b>Section 4 – 24 Hours Worldwide Emergency Assistance</b>	Include	Include
<b>Section 5 – Income Protection (Optional Benefit)</b>	1,200 per week up to 104 weeks	2,000 per week up to 104 weeks

\*Children are entitled to only 50% of maximum limit of indemnity per year under Standard Plan or 35% of maximum limit of indemnity per year under Premium Plan as above whichever is insured under.

**SECTION 1 - ACCIDENTAL DEATH AND PERMANENT DISABLEMENT COVER**

If any of the Events referred to in the Schedule of Benefits stipulated under this Section happens to the Insured Person as a result of an Injury that occurs anywhere in the world within the Period of Insurance, the Company shall pay the relative coverage as applicable and stipulated thereunder to the Insured Person or in the case of his/her death to his/her legal personal representative.

**SCHEDULE OF BENEFITS EVENTS**

**(A) ACCIDENTAL DEATH**

The limit of indemnity as stated in the Sum Insured Table under the Plan stated in the Policy Schedule.

**(B) PERMANENT DISABLEMENT**

The following percentages of the limit of indemnity as stated in the Sum Insured Table under the Plan stated in the Policy Schedule:

(B-1)	Loss of one or more Limbs.....	100%
(B-2)	Loss of both hands, or of all Fingers and both Thumbs .....	100%
(B-3)	Total Loss of Sight of one eye or both eyes .....	100%
(B-4)	Total paralysis .....	100%
(B-5)	Complete and incurable insanity.....	100%
(B-6)	Injuries resulting in being permanently bedridden .....	100%
(B-7)	Permanent Total Disablement.....	100%
(B-8)	Loss of Sight of eye except perception of light.....	50%
(B-9)	Loss of lens of one eye .....	50%
(B-10)	Loss of four Fingers and Thumb of one hand .....	50%
(B-11)	Loss of four Fingers .....	40%
(B-12)	Loss of Thumb	
	- both phalanges .....	25%
	- one phalanx.....	10%
(B-13)	Loss of index Finger	
	- three phalanges.....	10%
	- two phalanges.....	8%
	- one phalanx.....	4%
(B-14)	Loss of middle Finger	
	- three phalanges.....	6%
	- two phalanges.....	4%
	- one phalanx.....	2%
(B-15)	Loss of ring Finger	
	- three phalanges.....	5%
	- two phalanges.....	4%
	- one phalanx .....	2%
(B-16)	Loss of little Finger	
	- three phalanges.....	4%
	- two phalanges.....	3%
	- one phalanx .....	2%
(B-17)	Loss of metacarpals	
	- first or second (additional).....	3%
	- third, fourth or fifth (additional).....	2%
(B-18)	Loss of Toes	
	- all .....	15%
	- great, both phalanges .....	5%
	- great, one phalanx .....	2%
	- other than great, if more than one toe lost, each .....	1%
(B-19)	Loss of Hearing	
	- both ears .....	75%
	- one ear .....	15%
(B-20)	Loss of Speech .....	50%

The complete and irrecoverable Loss of Use of any item specified above shall be deemed to be loss of such item. In the event of partial loss of any item specified above, a proportionately lower percentage of compensation as decided by the Company shall be payable.

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 Company 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.

The aggregate of all percentages payable in respect of any one Accident to any one Insured Person shall not exceed 100%. In the event of 100% of Benefit having been paid, all insurance hereunder shall immediately cease to be in force for such Insured person is concerned. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of the Accident until the expiration of the Policy for such Insured Person is concerned.

In the event of Permanent Disablement specified under item B-4, B-5, B-6 or B-7, the Company shall pay 100% of the limit of indemnity provided such disablement, insanity or paralysis has lasted a period of 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 by Medical Practitioner.

### CONDITIONS (Applicable to Section 1 only)

No compensation stated in the Schedule of Benefits shall be payable:

1. Under Event (A) or (B) unless the death or disablement takes place within 365 days after the date of the Injury.
2. Until the total amount of compensation shall have been ascertained and agreed.

### EXTENSION (Applicable to Section 1 only)

#### (C) DOUBLE INDEMNITY

In addition to the limit of indemnity as stated in the Sum Insured Table under the Plan stated in the Policy Schedule for Accidental Death and Permanent Disablement and subject to that the Benefit of Accidental Death or Permanent Disablement (B-1, B-2, B-3, B-4, B-5, B-6 or B-7) is payable, an extra sum equals to the amount of the limit of indemnity for Accidental Death shall be payable in the event that the Insured Person sustains the Accidental Death or Permanent Total Disablement caused by an Accident occurred during the Period of Insurance whilst travelling:

- (1) as a fare-paying passenger on Public Conveyance, or
- (2) board in a Private Motor Car, or
- (3) whilst as a passenger inside a building elevator in the situation of a sudden and drastic elevator breakdown and downfall.

### SECTION 2 - ACCIDENTAL MEDICAL EXPENSES

#### (D) ACCIDENTAL MEDICAL EXPENSES

To reimburse the Insured Person for medical expenses up to the amount as stated in the Sum Insured Table under the Plan stated in the Policy Schedule that are reasonably and necessarily incurred within 365 days of Injury that occurs during the Period of Insurance for medical treatment as a direct result thereof, which are contracted by the Insured Person for medical, surgical, diagnostic or other remedial attention or treatment recommended by a Medical Practitioner, including the cost of medical supplies prescribed by Medical Practitioner. However, the cost of dental treatment is excluded unless such treatment is by a Medical Practitioner for Injury to sound and natural teeth caused by an Accident covered under this Policy. The Insured Person can claim up to HK\$500 per visit per day in respect of non-Inpatient treatments (excluding the medical expenses for treatment by a Chinese Medicine Practitioner). Medical expenses for treatment by a Chinese Medicine Practitioner are payable up to HK\$200 per visit and one visit per day and up to HK\$3,000 per Policy year. No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

#### (E) EMERGENCY TREATMENT TRANSPORTATION BENEFIT

If during the Period of Insurance, the Insured Person sustains an Injury caused by an Accident for which the benefit of Section 2(D) – Accidental Medical Expense is payable, the Company agrees to pay up to a maximum amount as shown in the Sum Insured Table which corresponds to the Plan stated in the Policy Schedule for an emergency vehicle, taxi services, rehabus or ambulance hire to and from the Insured Person's usual place of residence or at the place where the Accident has just happened and the Hospital or clinic for medical treatment while he/she is certified by a Medical Practitioner or with evidence as being unable to drive a vehicle or travel on Public Conveyance. The Insured Person can claim up to HK\$300 per trip and two trips per day.

### SECTION 3 – PERSONAL LIABILITY

The Company shall indemnify the Insured Person against legal liability to a third party in respect of:

- i. Bodily Injury
- ii. Property Damage or loss

occurring as a result of an Accident during the Period of Insurance. The Company shall also pay legal costs and expenses incurred by the Insured Person with the written consent of the Company. The Company's maximum liability to all claims and expenses under this Section shall not exceed the limits as stated in the Sum Insured Table under the Plan specified in the Policy Schedule.

For the cover under this Section:

**“Bodily Injury”**: means bodily injury sustained by any person solely and directly arising from an Accident which occurs during the Period of Insurance anywhere in the world, including death at any time resulting therefrom.

**“Property Damage”**: means physical Injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.

#### EXCLUSION (Applicable to Section 3 only)

Notwithstanding anything to the contrary in this Policy, liability arising in connection with the following is excluded in any event:

- (a) The Insured Person's trade, business or profession.
- (b) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement.
- (c) Bodily Injury (including death or illness) or loss of or damage to property of any member of the Insured Person's family ordinarily residing with the Insured Person or with whom the Insured Person ordinarily resides or to any employee of the Insured Person arising out of or in the course of such employment.
- (d) Ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals.
- (e) Property Damage to property owned by or held in trust by or in the care, custody or control of the Insured Person.
- (f) Any punitive and exemplary damages.
- (g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
- (h) Any wilful, malicious or unlawful act of an Insured Person.
- (i) Ownership or occupation of land or building (other than occupation only of any temporary residence).
- (j) The Insured Person being under the influence of drugs or intoxicating liquor.
- (k) Liability arising out of the publication or utterance of a libel or slander.
- (l) i. Bodily Injury or Property Damage arising, directly or indirectly, out of, or in any way involving the Insured Person's “Internet Operations”.

**“Internet Operations”** means the following:

- Use of electronic mail systems by the Insured Person or the Insured Person's employees, including part-time and temporary staff, contractors and others and the systems are owned, possessed, used or controlled by the Insured Person;
- Access through the Insured Person's network to the world wide web or a public internet site by the Insured Person's employees, including part-time and temporary staff, contractors and others and the network is owned, possessed, used or controlled by the Insured Person;
- The operation and maintenance of the Insured Person's web site.

Nothing in this Exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this Exclusion.

- ii. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- the use of any computer hardware or software;
- the provision of computer or telecommunication services by the Insured Person or on the Insured Person's behalf;
- the use of computer hardware or software belonging to any third party, whether authorized or unauthorized including damage caused by any computer virus.

## SECTION 4 - 24 HOURS WORLDWIDE EMERGENCY ASSISTANCE

Subject to the Terms and Conditions and Exclusions stated below and in the Policy, an Insured Person can access to the services rendered by Europ Assistance Hong Kong Ltd. (or "EAHK"), an appointed service provider, according to the Scope of Services described below. The Company shall not be responsible for any consequential damages arising out of the services provided or expenses incurred, unless specifically covered under this Policy.

### DEFINITIONS

<b>Home Country -</b>	The country which issues the Insured Person's passport.
<b>Overseas -</b>	Destination(s) outside the territorial boundaries of Hong Kong.
<b>Serious Injury -</b>	Injury certified by a Medical Practitioner as being dangerous to life or causing critical impairment to health conditions and caused solely and directly by violent, accidental, external and visible means.
<b>Regular Passenger -</b>	An Insured Person who is able to be normally seated in any means of transportation without stretchers for repatriation to Hong Kong or Home Country. This definition will not apply to a medical case if the EAHK medical team deems (acting reasonably) that the medical condition of the Insured Person will not further improve if the Insured Person continues to stay in a local Hospital, and in such case, the Insured Person shall be deemed as a Regular Passenger for the purpose of this Section.

### SCOPE OF SERVICES

An Insured Person can access to a Worldwide Emergency Assistance network operated by EAHK, a nominated service provider for the following services:

#### 1. Emergency Medical Evacuation and/or Repatriation

In the event the Insured Person is suffering from Serious Injury whilst travelling Overseas such that EAHK's medical team recommends hospitalization in another medical facility where the Insured Person can be suitably treated:

- Emergency Medical Evacuation shall be provided by utilizing appropriate and suitable means, based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- Emergency Medical Repatriation shall be provided, if the medical condition of the Insured Person will not prevent his/her medically supervised repatriation as a Regular Passenger, EAHK will arrange the Insured Person to be transferred back to Hong Kong or Home Country for continuation of treatment by scheduled airline flight (in economy class) or other appropriate means of transportation (in economy class), including any supplementary transportation to and from the airport. Any decision on the repatriation of the Insured Person shall be made by EAHK medical team under constant medical supervision.

Evacuation or Repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, scheduled air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany the Insured Person throughout the process. The actual costs and expenses incurred on covered services shall be borne by Worldwide Emergency Assistance.

#### 2. Repatriation of Mortal Remains

In the event of death of the Insured Person whilst traveling Overseas, Worldwide Emergency Assistance shall

- arrange and pay for repatriation of mortal remains or ashes to Hong Kong or Home Country; or
- pay for Overseas burial expenses not exceeding the costs of repatriating the mortal remains to Hong Kong or Home Country.

#### 3. Return of Unattended Children

In the event of Hospital Confinement of the Insured Person outside Hong Kong due to Serious Injury, cover for the cost for a one-way economy class airfare for the Insured Person's unattended Child(ren) below 16 years of age to return to Hong Kong or the Home Country.

#### 4. Hospital Admission Guarantee

In the event of Hospital Confinement of the Insured Person outside Hong Kong due to Serious Injury, a Hospital Admission Guarantee of up to HK\$50,000 shall be provided on the medical expenses to be incurred by the Insured Person. Such expenses are to be borne by the Insured Person unless the claim is covered under this Policy.

#### 5. Compassionate Visit

In the event the Insured Person suffers Serious Injury under Hospital Confinement outside Hong Kong for more than seven (7) days, the cost for one (1) economy class return airfare or any reasonable transportation means on an economy class basis for one (1) family member or designated person to travel from Hong Kong to the Insured Person's bedside to care for the Insured Person is covered including the cost of an ordinary room accommodation in any reasonable hotel or establishment of similar standard up to the maximum limit of HK\$2,000 per day and HK\$10,000 in aggregate, but excluding the cost of drinks, meals and other room services.

#### 6. Convalescence Assistance

Accommodation expenses incurred by the Insured Person following Hospital discharge for convalescence shall also be covered subject to HK\$2,000 per day and up to a maximum limit of HK\$10,000 in aggregate if deemed medically necessary by Worldwide Emergency Assistance medical team.

#### 7. 24-hour Telephone Hotline and Referral Services

Enquiry services are available for:

- Pre-trip Information Assistance
- Medical Monitoring
- Dispatch of a Physician
- Embassy Referral
- Emergency Cash
- Essential Medication/Medical Equipment
- Medical Service Provider Referral
- Lost Passport Assistance
- Lost Luggage Assistance
- Interpreter Referral
- Legal Referral

The above service scope is a summary only. All requests, services or arrangements shall be referred to Worldwide Emergency Assistance for approval. The Company shall not be liable for any services rendered by Worldwide Emergency Assistance.

### EXCLUSIONS (Applicable to Section 4)

The following treatment, items, conditions, activities and their related or consequential expenses are excluded:

- Pre-existing illness or disabilities prior to the commencement of the trip during which the illness manifests, regardless the Insured Person is aware of the illness or not;
- Rest cure or sanatorium care;
- Congenital abnormalities;
- Services rendered without the authorization and/or intervention of Worldwide Emergency Assistance;
- Costs which would have been payable if the event giving rise to the intervention of Worldwide Emergency Assistance had not occurred;
- Any other expense more specifically covered under any insurance policy;
- Cases of minor illness or Injury which in the opinion of the doctor from Worldwide Emergency Assistance can be adequately treated locally and which do not prevent the Insured Person from continuing his/her travels or work;
- Expenses incurred where the Insured Person, in the opinion of the medical team from Worldwide Emergency Assistance, is physically able to return to Hong Kong or Home Country sitting as a Regular Passenger and without medical escort unless deemed necessary;

9. Cases related to psychiatric disorders.

#### CONDITIONS (Applicable to Section 4)

##### 1. In the Event of an Emergency

The Insured Person or his/her representative must call the Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 2862 0166. The Insured Person or his/her representative is required to state:

- a) the Insured Person's name,
- b) the Insured Person's Policy number,
- c) nature of Injury,
- d) details of attending doctor, if available, and
- e) present location and contact particulars.

##### 2. Geographical Scope of Services and Maximum Trip Duration

The services provided by Worldwide Emergency Assistance shall be effective whilst this Policy is in force. The services mentioned herein are available to the Insured Person when travelling for a period of not exceeding ninety (90) days on any one (1) trip outside Hong Kong.

##### 3. Cooperation with Worldwide Emergency Assistance

The Insured Person shall cooperate with Worldwide Emergency Assistance to obtain all documents and receipts from the relevant sources and assist at the Insured Person's expenses in complying with necessary formalities.

##### 4. Subrogation

In the event any payment is made in connection with the provision of assistance to an Insured Person, Worldwide Emergency Assistance shall be subrogated to the rights of such Insured Person to obtain payments from:

- a) any third party found legally responsible for the assistance, up to the amount of such payment made; and
- b) any other insurance or assistance plan which provides compensation to the assistance events.

#### SECTION 5 - INCOME PROTECTION (OPTIONAL BENEFIT) COVER

If the Insured Person suffers from Temporary Total Disablement for more than fourteen (14) consecutive days, the Company shall pay an amount as stated in the Sum Insured Table under the Plan as stated in the Policy Schedule for the period that the Insured Person is unable to attend to his/her occupation or profession up to a maximum of one hundred and four (104) weeks. The amount payable shall be calculated on a daily basis at pro rata of the sum as stated in the Sum Insured Table under the Plan as stated in the Policy Schedule.

#### EXCLUSIONS (Applicable to Section 5 only)

The Company shall not pay any Benefit:

1. to any Insured Person aged 16 years or under at the time of the Accident;
2. to any Insured Person without income proof to the satisfaction of the Company;
3. to any Insured Person without leave certificate from Medical Practitioner;
4. for the first fourteen (14) days of each period of disability unless the Insured Person is Confined in Hospital as a registered Inpatient for treatment of Injury covered by this Policy for two (2) consecutive days or above;
5. to any Insured Person who is self-employed except for the period he/she is Confined in Hospital as a registered Inpatient for treatment of Injury covered by this Policy for twelve (12) consecutive hours or above;
6. to any Insured Person who has accepted voluntarily redundancy, resigned or retired, or abandoned the employment opportunity.

#### GENERAL EXCLUSIONS (Applicable to all Sections)

This Policy does not apply and no Benefit will be payable to any Event which is caused directly or indirectly by or which is resulting from:

1. Any consequence of declared or undeclared war or any act thereof, rebellion, riot, revolution, insurrection, invasion or civil war.
2. The Insured Person engaging in or taking part in:
  - i) driving or riding in any kind of race;
  - ii) professional sport;
3. Flying or other aerial activity except as a passenger in a properly licensed power driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
4. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt, whether sane or insane.
5. Intoxication by alcohol, narcotics or drugs not prescribed by Medical Practitioner.
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or infection by Human Immunodeficiency Virus (HIV), howsoever this syndrome has been acquired or may be named.
7. Nuclear weapon materials, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission.
8. The Insured Person being in any violation of the laws or resistance to arrest.
9. Pregnancy, childbirth or miscarriage.
10. Rock climbing, mountaineering (which requires the use of ropes or guides), pot-holing, water skiing, parachuting, hang gliding, bungee jumping, football or rugby, football, ice hockey, riding a motor cycle or motor scooter or moped or mechanically assisted pedal cycle (whether as driver or passenger), polo, steeplechasing, use of bob-sleighs, big game hunting or hunting other than on foot, racing of any kind other than on foot, trekking at altitude over five thousand (5,000) meters above sea level, scuba diving deeper than thirty (30) meters below sea level.
11. The Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle.
12. Any Acts of Terrorism (referring to General Exclusion No. 13) including loss, damage, death, Injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from, in connection with or involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
13. This Policy also excludes loss, damage, death, Injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.  
If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.  
For the purpose of this Exclusion, an Act of Terrorism means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.  
In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
14. Regular or temporary or voluntary air force or military or naval or police duties.
15. Any physical defect or infirmity which existed prior to the Accident.
16. Any kind of sickness or disease even if contracted by the Accident.
17. Any Pre-existing Condition.



18. Exposure to exceptional danger (except in an attempt to save human life).
19. An Accident occurring whilst the Insured is engaged in or carrying out any work (whether paid or unpaid and on a temporary or permanent basis) relating to any one of the following trade/occupation(s) for which he/she was employed:

Occupational Accident Exclusion List

1. Aircrew or ship crew
2. Artisan, carpenter
3. Laboratory technician, chemist, chemical or petrochemical worker
4. Commercial driver of trucks, lorries, taxis, motor cycles, railways and buses
5. Architect, surveyor, engineer (civil, mechanical or marine), foreman, contractor (plumbing, electrical or construction), construction worker or any worker working in construction sites
6. Fisherman, farmer, agricultural workers
7. Body guard and private investigator
8. Professional sportsman, racing driver, jockey
9. Reporter or foreign correspondent working in war zones or region of conflict
10. Stevedore
11. Movie producer, stuntman, actor, actress, entertainer or kung fu instructor
12. Diving or working under compressed air
13. Fitting of gas, water or electrical installation underground
14. Installing or maintaining lifts or escalators
15. Manufacturing, producing or handling with ammunitions, explosives or fireworks
16. Metal working or welding
17. Mining or quarrying
18. Electrical engineer, operating or maintaining machinery, assembler
19. Selling or trading or manufacturing jewellery
20. Manufacturing, producing or handling with asbestos or marble or hazardous chemicals
21. Provision of fire or police services or any disciplinary services or servicing in any armed force of any unit, country or international authority
22. Gambling establishment included mah-jong parlour
23. Nightclub, disco or karaoke club or bar staff, disc jockey
24. Persons working at a height of greater than ten (10) feet from the ground of each floor level
25. Acrobat, circus trainer
26. Underwater or underground worker
27. Estate or property management officer, guard, gardener, park worker
28. Butcher, chef, cook, baker, kitchen, fast food or restaurant worker
29. Domestic helper, house keeper, cleaner
30. Factory supervisor or worker
31. Hawker, hair stylist, dresser, photographer
32. Postman, courier, office assistant
33. Tourist guide, hotel worker, luggage porter
34. Hospital worker, funeral service, grave worker

**RIGHTS OF THIRD PARTIES**

- (1) Each party acknowledges that the other party has entered into this Policy on behalf of and for the benefit of itself and its affiliates and each of the other party's affiliates shall be entitled to enforce and take the benefit of the terms of this Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- (2) Subject to clause (1), any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or any other applicable law to enforce any term of this Policy.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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 or United States of America.

**GENERAL CONDITIONS (Applicable to all Sections)**

**1. POLICY CURRENCY**

This Policy is issued in Hong Kong Dollars, the lawful currency of Hong Kong.

**2. FRAUD**

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 Benefits under this Policy the Company shall have no liability in respect of such a claim.

**3. CHANGE OF OCCUPATION**

The Insured Person shall give immediate written notice to the Company of any changes in the Insured Person's occupation during the preceding Period of Insurance and shall pay additional premium if required.

**4. POLICY NOT ASSIGNABLE**

This Policy is not assignable and the Company 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 his/her legal personal representatives shall in all cases be an effectual discharge to the Company.

**5. BENEFITS PAYABLE**

All Benefits are payable to the Insured Person. In the event of death of the Insured Person, the Company shall pay the Benefits to the estate/legal representative of the Insured Person.

**6. NON-CONTRIBUTION CLAUSE**

This insurance under this Policy is not to be called upon in contribution and is only to pay any benefit under Section 1(C), Sections 2(D), 2(E) and Section 3 to the relevant Insured Person if and so far as not recoverable under any other insurance.

**7. MITIGATION OF LOSS**

The Insured Person shall be obliged to use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or any liability and/or any loss of and/or damage to any insured property(ies) under any circumstance.

**8. SUBORGATION**

The Insured Person shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or

reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties to which the Company shall be or would become entitled or subrogated upon its providing indemnity for any claim covered under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

#### 9. CLAIMS PROCEDURE

Immediate notice shall be given to the Company 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 claim under this Policy a detailed statement in writing describing the occurrence together with the following supporting documents shall be delivered to the Company.

- **Accidental Death**  
Death certificate or presumed death proclaimed by Court (for disappearance (referring to General Condition No. 11) case).
- **Permanent Disablement**  
Certificate issued by a Medical Practitioner certifying the diagnosis and degree or severity of disablement.
- **Accidental Medical Expenses**  
Diagnosis and treatment, including the Insured Person's name, diagnosis and date of diagnosis, certified by a Medical Practitioner, a Chinese Medicine Practitioner, and receipt, Hospital bill with itemized list/receipts issued by clinic, leave certificate from a Medical Practitioner. In addition to the above, an evidence of being unable to drive a vehicle or travel on public transport including the confirmation by the Medical Practitioner and the transportation receipts for such purposes are also required for Emergency Treatment Transportation Benefit.
- **Income Protection**  
Income proof such as pay slip, tax return or bank statement and leave certificate with statement of diagnosis from Medical Practitioner. For the self-employed, certification of period of hospitalization to the satisfaction of the Company.

The Insured/Insured Person should not admit liability on behalf of the Company or to give any representations or other undertakings binding upon the Insured/Insured Person or the Company except with the Company's written consent.

#### 10. PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company 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 his/her disappearance (referring to General Condition No. 11) following an Accident or the total loss of a vessel or aircraft, by a Court order presuming his/her death.

#### 11. DISAPPEARANCE

If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Public Conveyance in which such Insured Person was a fare-paying passenger, the Insured Person shall be presumed to have died as a result of accidental Injury on the date of the foresaid occurrence, subject to the Definitions and all other Terms and Conditions of this Policy.

#### 12. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong). 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 13. RIGHT TO RETURN POLICY

In the event the Insured is not satisfied with this Policy for any reason, it may be returned to the Company within fifteen (15) days after receipt. Any premium already paid will be refunded if no claim has been made under this Policy. In such event, this Policy shall be deemed to have been void from the commencement date of this Policy and the Company shall not be liable to pay any Benefit.

#### 14. TERMINATION

- The Insured may, on behalf of the Insured Person(s) or any of them, cancel this Policy or cancel insurance with respect to any Insured Person, and each Insured Person may also cancel his/her own insurance, at any time by giving written notice to the Company. Whether the cancellation is requested by the Insured or the relevant Insured Person, the Company will then refund the unexpired portion of premium of the Period of Insurance of the insurance so cancelled to the Insured if the policy is paid on an annual basis. If the policy is paid on a monthly basis, the termination shall become effective on the day when the next monthly premium is due.
- The Company may terminate this Policy by seven (7) days' notice given in writing to the Insured. Such notice shall be delivered to the Insured or sent by letter to the Insured at his/her last known address and shall be deemed to be given on the date on which the notice is delivered or sent by post. The Insured shall be entitled to the return of a proportionate part of the premium for the unexpired period of cover.
- If payment of premium is by automatic debit of nominated account with Chong Hing Bank Limited, this Policy shall terminate automatically from the premium due date following the event of the Insured no longer being such an account holder unless prior notification and arrangement are made with the Company to reinstate the cover.
- This Policy shall terminate upon the death of the Insured.
- Insurance in respect of the Insured or the Insured's Partner shall terminate forthwith upon the premium due date following his/her attainment of 70 years of age. Insurance in respect of the Children shall terminate forthwith upon the premium due date following his/her attainment of 18 years of age, or 24 years of age if he/she is a fulltime student at a school, college or university, or on the premium due date next following his/her marriage or otherwise ceasing to be a dependent of the Insured, whichever is earliest.
- In the event that the premium charged to the Insured's nominated Chong Hing Bank Limited bank account is not paid, this Policy shall be deemed to have been void automatically.

#### 15. DUPLICATE APPLICATION

An Insured Person shall not be covered under more than one Standard or Premium Plan of Personal Accident Insurance Plan underwritten by the Company without prior consent from the Company. In the event that an Insured Person is covered by more than one policy issued by the Company without prior consent, benefit paid will be based on the policy which provides the greatest amount of benefit. When the benefit under each such policy is identical, the Company will consider that Insured Person is insured under the policy firstly issued. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that Insured Person.

#### 16. GENERAL

- Entire Contract: Changes - This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. Each of you and the Company consents that such contract constitutes legal, valid and binding obligations of the parties in accordance with its terms. No change in this Policy, including the Policy Schedule, shall be valid unless approved by the Company and evidenced by endorsement or amendment.
- Gender - For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.
- Misstatement or Fraud - Any false statement made by the Insured in the Proposal Form or concerning any claim shall result in the Company's right to repudiate liability under this Policy.
- Legal Action - No action shall be brought to recover on this Policy prior to the expiry of sixty (60) days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within one hundred and eighty (180) days from the expiry of the thirty (30) day period within which proof of claim is required.



- Jurisdiction – The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledges the jurisdiction of the Courts in Hong Kong only.
- Governing Law – This Policy shall be governed by and construed in accordance with the Laws of Hong Kong, save where stated otherwise herein.
- Reinstatement – If this Policy is terminated for any reason, acceptance and approval of a subsequent Proposal Form by the Company shall reinstate this Policy. The reinstated Policy shall provide Benefits only for Injury or Accidental Death arising from an Accident after the date of reinstatement.
- Unpaid Premium – Any unpaid premium may be deducted by the Company from any claim payment.

#### **ENDORSEMENTS**

The undernoted endorsements will apply if the relative Endorsement Number(s) is/are printed on the Policy Schedule:

##### **No. 1 Beneficiary**

It is agreed that the principal sum may become payable under this Policy in the event of the Insured Person's death in circumstances giving rise to a valid claim to the Insured Person's Beneficiary named in the Policy and that his/her discharge to the Company shall be sufficient and binding discharge to the Company.

##### **No. 2 Beneficiary - Married Persons**

This Policy having been effected under the provisions of the Married Persons Status Ordinance (Chapter 182 of the Laws of Hong Kong) any sum payable hereunder in the event of death of the Insured Person shall be for the absolute benefit of the Insured Person's spouse and/or children named in the Policy.

Important: All person insured under this Policy (including eligible family members where applicable) must be Hong Kong resident(s) permanently living, working or studying in Hong Kong.

This Policy is underwritten by Chong Hing Insurance Company Limited, which is authorized and regulated by the Commissioner of Insurance of Hong Kong. The Company will be responsible for providing your insurance coverage and handling claims under your policy. Chong Hing Bank Limited is registered in accordance with the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong) as an insurance agent of the Company for distribution of general insurance products in Hong Kong.

In the event of any inconsistencies between the English version and the Chinese version of this Policy, the English version shall prevail.

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