



## Student Protection Plan

In consideration of the payment of the premium by the Policyholder, AIG Insurance Hong Kong Limited ("the Company") agrees to insure the Person named here-in (hereinafter called "the Insured Person") against loss covered by this policy subject to and in accordance with the definitions, exclusions, limitations, provisions and terms described herein endorsed hereon, or attached hereto.

This policy is issued in the manner as stated above. All periods of insurance shall begin and end at 12:01 a.m. standard time at the place where the policy was issued.

### BENEFITS

#### 1. Personal Accident

The Company agrees that if during the period of insurance the Insured Person sustains Injury as defined herein, as a result of a covered accident which solely and independently of any other cause shall within twelve (12) calendar months result in death, loss or disablement, the Company will pay the Insured Person the appropriate event stated in the Compensation Table.

#### Compensation Table

This policy will insure the Insured Person in respect of the following events according to the percentage bearing on the Sum Insured as stated in the Schedule of Benefits, in accordance with the defined injury, resulting in:-

Events	Percentage of Sum Insured
1. Accidental Death	100%
2. Permanent Total Disablement	150%
3. Permanent and Incurable Paralysis of all Limbs	150%
4. Permanent Total Loss of Sight of both Eyes	100%
5. Permanent Total Loss of Sight of one Eye	100%
6. Loss of or Permanent Total Loss of use of two Limbs	100%
7. Loss of or Permanent Total Loss of use of one Limb	100%
8. Permanent and Incurable Insanity	100%
9. Permanent Total Loss of Hearing in	
(a) both Ears	100%
(b) one Ear	30%
10. Loss of Speech	50%

#### Compensation

- Compensation shall not be payable for more than one of the above Events in respect of the same Injury. Should more than one of the Events occur from the same Injury, the Company will only be liable for the greatest compensation.
- The insurance of any Insured Person shall be terminated upon occurrence of any loss for which indemnity is payable under any one of the above Events, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.

#### Exposure and Disappearance

- When by reason of any accident covered by this policy the Insured Person is exposed to the elements and as the result of such exposure suffers an Event for which compensation is otherwise payable hereunder such Event will be covered under the terms of this policy.
- If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was traveling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily Injury caused by an accident covered by this policy at the time of such disappearance, sinking or wrecking.

#### 2. Double Indemnity

The amount payable for Events 1 to 10 shall be doubled if the Injury sustained by the Insured Person is caused by any of the followings:-

- Landslide;
- Fire;
- Rainstorm;
- Attacked by chemical substances which have irritant, corrosive, harmful, toxic, flammable, carcinogenic or explosive characteristics in School Laboratory;
- Eating or drinking any foods or drinks contaminated by bacteria which are sold or provided by the School;
- Accidentally taking or inhaling any poisonous gas in School;
- During the participation of any sport activities arranged/organized by Hong Kong Sports Development Board;
- Riding solely as a passenger in or on, boarding or alighting from any Registered School Bus for the purpose of going to school, returning home after school or participating in any school activity.

#### 3. Accidental Medical Expenses

Under this benefit the Company shall reimburse the Insured Person up to the limit stated in the Schedule of Benefits for the actual medical expenses of an Injury paid by an Insured Person on behalf of an Insured Person to a duly qualified Registered Medical Practitioner, Physician, Surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by an Injury. Provided that in the event of an Insured Person becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.

#### 4. Daily Hospital Cash Benefit

If, as a result of Injury or Sickness as provided for in this policy, the Insured Person shall be necessarily confined, commencing while this policy is in effect, within a Hospital as a resident patient under the professional care of a currently registered Physician or Surgeon other than the Insured Person, the Company will pay the Daily Hospital Cash Benefit stated in the Schedule of Benefits with respect to such Insured Person for each day that the Insured Person shall be so confined therein, up to 365 days per disability. One day of Hospital Confinement is defined as that period for which the Hospital makes a charge for room and board to any Insured Person.

#### 5. Surgical Benefit

In addition to the Daily Hospital Cash Benefit payable above, a Surgical Benefit which includes Operating Room Charges, Anesthetist's Charges and the actual Surgical Fees reasonably and customarily charged by a qualified Surgeon to perform the operation or surgery in the Hospital, shall be paid in an amount equal to the sum actually charged for such surgical operation provided however that the maximum benefit payable shall not exceed the amount payable under the Schedule of Benefits.

If more than one surgical operation are performed during Any One Disability through a single incision or different incisions, the Company shall reimburse for the expenses for all such operations up to the maximum amount shown in the Schedule of Benefits.

#### 6. Intensive Care Benefit

For confinement in an Intensive Care Unit in the Hospital, the Company shall pay the Intensive Care Benefit stated in the Schedule of Benefits with respect to such Insured Person for each day that the Insured Person shall be so confined therein, up to maximum thirty (30) days per disability. However, this benefit shall not apply to post-operative confinement in intensive care unit of less than twenty-four (24) hours duration and not apply to Sickness caused by pathologically diagnosed cancer or leukemia, including metastatic tumors.

### DEFINITIONS

- "Sickness" shall mean Sickness or disease contracted or commencing after the Insured Person has been covered under this policy for not less than fifteen (15) days and resulting in a loss covered hereunder.
- "Pre-Existing Conditions" shall mean any condition for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs; medical advice or treatment was recommended by a physician; the existence of any symptom, known or unknown to the Insured Person leading to a claim under this policy; any condition for which a prudent person would seek diagnosis, medical care or treatment and occurring within twelve (12) months preceding the effective date of this policy.
- "Injury" shall mean bodily Injury which is sustained by the Insured Person during the period of this policy and is caused by an accident, solely and independently of any other cause where death or disablement of the Insured Person results within 12 calendar months from the date of such accident.
- "Permanent" shall mean lasting twelve (12) calendar months from the date of the accident and at the expiry of that period being beyond hope of improvement.
- "Permanent Total Disablement" shall mean when as the result of Injury and commencing within twelve (12) months of the date of the accident an Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duty which would normally be carried out by him in his daily life, the Company will pay, provided such disability has continued for period of twelve (12) consecutive months, the Sum Insured less any other amount paid or payable under the policy as the result of the same accident. The disability must be total, continuous and permanent at the end of the period.
- "Loss of Limb" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- "Loss of Sight of Eyes" shall mean the entire and irrecoverable loss of sight.
- "Loss of Speech" shall mean the disability in articulating any three of the four 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 center in the brain resulting in Aphasia.

9. **"Loss of Hearing"** shall mean permanent irrecoverable loss of hearing where:
  - If a dB- Hearing loss at 500 Hertz
  - If b dB- Hearing loss at 1000 Hertz
  - If c dB- Hearing loss at 2000 Hertz
  - If d dB- Hearing loss at 4000 Hertz
  - 1/6d of (a+2b+2c+d) is above 80dB
10. **"Loss of Use"** shall mean total functional disablement and is treated like the total loss of said limb or organ.
11. **"Hospital"** shall mean only an institution licensed as a hospital and operated pursuant to law for the care and treatment of sick and injured persons as registered bed patients, with facilities for diagnosis and major surgery, which is under the supervision of one or more Registered Medical Practitioners, and which has 24-hour a day professional nursing service. "Hospital" does not include any institution or that portion of any institution which is operated as a convalescent or nursing home, rest home, home for the aged, a place for alcoholics or drug addicts, or for any similar purpose.
12. **"Intensive Care Unit"** is defined as a designated ward, unit or area within a hospital for which a specified extra daily surcharge is made and which is staffed and equipped to provide, on a continuous basis, specialized or intensive care or services not regularly provided within such hospital.
13. **"Any One Disability"** as applied to Daily Hospital Cash Benefit, Surgical Benefit and Intensive Care Unit Benefit shall mean all disabilities arising from the same cause including any and all complications therefrom, as well as concurrent disabilities from different causes during the same Period of Hospital Confinement or confinements except that after ninety (90) days following the latest discharge from hospital subsequent disability from the same cause or causes shall be considered as a new disability. The Company will not be liable for any period of hospital confinement of new disability unless occurred during the currency of the policy.
14. **"A Period of Hospital Confinement"** shall mean any period during which the Insured Person is registered as an in-patient in a Hospital and charged for room and board for treatment of Injury or Sickness.
15. **"Physician"** or **"Surgeon"** shall mean a practitioner of occidental medicines registered under the Medical Registration Ordinance of Hong Kong. Should a claim arise outside of Hong Kong, "Physician" or "Surgeon" shall mean a practitioner of occidental medicines registered under the laws of the country in which the claim arises and no other person.
16. **"Registered Medical Practitioner"** shall mean any person qualified by degree in Western Medicine and legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Medical Practitioner who is the Insured Person, or the spouse or lineal relatives of the Insured Person.
17. **"Landslide"** shall mean a sudden movement of a mass of earth or rocks along a slope under the force of gravity.
18. **"Laboratory"** shall mean the room assigned by a School used for scientific experiments.
19. **"School"** shall mean an education institution registered with the Education Department and is in operation as at the reference date (mid-September for kindergartens, primary and secondary schools and mid-October for other types of school) irrespective of the number of pupils enrolled.
20. **"Registered School Bus"** shall mean the vehicle registered in Hong Kong Transport Department as (i) a Public Bus or Private Bus with a Passenger Service License Certificate for student service or (ii) a Private Light Bus with an approval letter from Hong Kong Transport Department for school use.
21. **"Acquired Immune Deficiency Syndrome"** or **"AIDS"** wherever used in this Policy shall have the meanings assigned to it by the World Health Organisation, including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV.
22. **"Opportunistic Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
23. **"Malignant Neoplasm"** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

#### GENERAL PROVISIONS:

##### Entire Contract

1. Changes in policy: This policy includes any endorsements and attachments, if any, and contains the entire contract of Insurance.
2. No statement made by the applicant for Insurance not included herein shall avoid the policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this policy or to waive any of its provisions. No change in this policy shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

##### Time of Notice Claim

Written notice of Injury on which a claim must be given to the Company within thirty (30) days after the date of the accident causing such Injury or disability and in the event of accidental death, immediate notice thereof must be given to the Company.

##### Sufficiency of Notice

Such notice by or on behalf of the Insured Person, as the case may be, given to the Company with particulars sufficient to identify the Insured Person shall be deemed to be notice to the Company.

Failure to give notice within the time provided in the policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

##### Forms of Proof of Loss

The Company, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filling proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured Person or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe.

##### Time for Filing Proof of Loss

Affirmative proof of loss must be furnished to the Company at its said office in case of a claim for loss of time from disability within ninety (90) days after the termination of the period for which the Company is liable, and in case of a claim for any other loss, within one hundred eighty (180) days after the date of such loss.

##### Medical Examination and Treatment

The Company shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to conduct an autopsy at the Company's expense in case of death where it is not forbidden by law. The Insured Person shall as soon as possible after the occurrence of any Injury obtain and follow the advice of a Registered Medical Practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

##### Immediate Payment of Indemnities

All indemnities provided in this policy for loss other than that of time on account of disability will be paid immediately after the receipt of due proof.

##### To Whom Indemnities Payable

Indemnity for loss of life of the Insured Person is payable to the estate. All the indemnities of this Policy are payable to the Insured Person.

##### Limitation of Time for Bringing Suit

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of loss is required by the policy.

##### Limitations Controlled by Statute

If any time limitation of this policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the State in which the Insured Person resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

##### Termination of Coverage

All benefits under this policy will be terminated 1) when any or any part of premium pertaining to the policy is not paid when due and remains unpaid at the end of the grace period; OR 2) on the next premium due date following the attainment of twenty-five (25) years of age of the Insured Person OR 3) when the Insured Person (i) ceases to be a full-time student; (ii) is under full-time employment or (iii) becomes married, whichever is the earlier.

##### Exclusions

No benefit shall be payable for any Event which,

1. is caused by Pre-Existing Conditions;
2. is consequent on war, declared or undeclared, revolution or any warlike operations;
3. is consequent on any violation or attempt of violation of the law or resistance to arrest;
4. results from suicide or attempted suicide or intentional self injury or is sustained whilst an Insured Person is in a state of insanity;
5. is attributable to childbirth or pregnancy notwithstanding that such Event may have been accelerated or induced by Injury;
6. is caused as a consequence of any kind of disease for Personal Accident and Accidental Medical Expenses benefits;
7. results from murder and assault;
8. is sustained while an Insured Person is under the influence of alcohol or narcotics;
9. is attributable to cosmetic or plastic surgery or any elective surgery;
10. dental care or surgery unless necessitated by an accident;
11. general check-up, convalescence, custodial or rest cure;
12. routine physical examinations, health check-up or tests not incident to treatment or diagnosis of an actual Sickness or Injury or any treatment which is not medically necessary;
13. is caused by congenital anomalies; or treatment relating to birth control, sterilization of either sex, treatments pertaining to infertility;



14. is consequent on an Insured Person engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport;
15. is attributable to any treatment not made by a Registered Medical Practitioner;
16. an Insured Person being admitted to Hospital for the treatment of Acquired Immune Deficiency Syndrome (AIDS) or any Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV. AIDS shall have the definition assigned to it by the World Health Organization;
17. expenses that can be compensated from any other sources (except for Personal Accident Benefit, Daily Hospital Cash Benefit and Intensive Care Benefit).

We will not be liable to provide any coverage or to make any payment if to do so would be in violation of any sanctions law or regulations which would expose us, our parent company or our ultimate controlling entity to any penalty under any sanctions law or regulation.

#### **Cancellation**

The Company may cancel this policy at any time by written notice delivered to the Insured Person or mailed to his last address as shown by the records of the Company stating when thereafter such cancellation shall be effective. In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto.

In the event the policy is cancelled by the Insured Person, the earned premium shall be computed in accordance with the short rate table used by the Company at the time of cancellation.

#### **Assignment**

No assignment of interest under this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Home Office. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this policy shall bind the Company, unless consent thereto is formally endorsed hereon by an executive officer of the Company. No provision of the charter, constitution or by-laws of this Company shall be used in defence of any claim arising under this policy, unless such provision is incorporated in full in this policy.

#### **Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

#### **Grace Period**

A grace period of thirty-one (31) days from the premium due date will be allowed for payment of each premium after the first, during which period this policy will remain in force.

#### **Reinstatement**

If a premium is in default beyond the Grace Period, it may be reinstated, at the Company absolute discretion, within three (3) months after the due date of the premium in default subject to: (i) the Applicant's written application for reinstatement; (ii) production of Insured Person's current health certificate and other evidence of insurability satisfactory to the Company.

Any reinstatement shall only cover loss or insured event which occurs after the reinstatement or Commencement Date.

#### **Renewal**

This policy may be renewed with the consent of the Company from term to term by payment of the premium in advance at the Company's premium rate in force at time of renewals.

#### **Rights of Third Parties**

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured Person(s) and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Insured Person(s) named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

#### **Data Privacy**

The Insured agrees that:

- (a) The personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) AIG HK may use the Insured's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
  - i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
  - ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
  - iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services

- providers, retailers, medical providers and travel carriers (per (a) above);
  - iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
  - v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
  - vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

IN WITNESS WHEREOF, this policy to be issued by AIG Insurance Hong Kong Limited.

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