



Policy Wording

# **WTW Corporate SecurePlus**

## Group Personal Accident

## ABOUT THIS POLICY

These policy wordings, together with the latest Policy Schedule for the applicable Benefits, the proposal form and any Endorsements, form the basis of the contract between the Policyholder and the Company. The Company agrees to provide the Insured Person the insurance cover for the applicable Benefits as listed on the Policy Schedule and described in this Policy provided that the Policyholder pays the premium when due and the Company accepts it subject to the terms and conditions of this Policy.

These policy wordings should be read carefully together with the Policy Schedule for applicable Benefits and any Endorsements to ensure that the terms and conditions are fully understood, and the coverage meets the requirement of the Policyholder/Insured Person(s). If there are any questions regarding the terms and conditions of these policy wordings, the Policyholder may contact the Company, or the Policyholder's intermediary, whichever is applicable.

All terms and conditions of this Policy must continuously bind and apply to the Policyholder and/or Insured Person(s) for them to be eligible for coverage under this Policy.

## SCHEDULE OF BENEFITS

Please refer to the Policy Schedule provided along with this Policy for selected Benefits and corresponding Sum Insured applicable to each Insured Person covered under this Policy.

Individual Benefits under the section "Benefits" should be referred to for the full details of coverage.

## ONGOING DUTY OF DISCLOSURE

The Policyholder and Insured Person(s) have a duty to take reasonable care (i) not to make or allow mis-representation or non-disclosure when purchasing this Policy, and (ii) to ensure that answers to all questions are answered fully, honestly, accurately and to the best of their knowledge, and disclose all material facts and matters that they know of or could reasonably be expected to know, which may affect the Company's decision in accepting the risks and determining the rates and terms to be applied.

This duty of disclosure shall remain throughout each Period of Insurance. The Policyholder and Insured Person(s) also have the duty to notify the Company immediately if at any time after this Policy has been entered into, varied or renewed with the Company, any information provided by the Policy is or becomes inaccurate.

Failure to do so may:

1. result in the Company reviewing the cover granted, including withdrawing or amending the cover previously approved;
2. void this Policy from inception (which means treating it as invalid from the beginning of the Period of Insurance) and the Company may not return the premium or may recover any unpaid premium;
3. result in refusal or reduction of claims that has been or will be made under the Policy;
4. change the terms of this Policy;
5. terminate this Policy and return any premium less the Company's cancellation charge or recover any unpaid premium;
6. entitle the Company to recover any shortfall in premium;
7. entitle the Company to recover from the Policyholder and Insured Person(s) the total amount of any claim already paid under the Policy or any claim the Company has to pay under any relevant legislation, plus any recovery costs.

## ELIGIBILITY

To be eligible for coverage under this Policy, an Insured Person must meet the criteria specified for an Insured Person as described in the Policy Schedule and in respect of whom coverage has been confirmed in writing by the Company upon payment of the premium. The Insured Person must also continuously satisfy all requirements as specified under the "Age" section of this Policy.

## AGE

- (i) The entry age for an Insured Person under this Policy is sixteen (16) to seventy-five (75) years of age (inclusive).
- (ii) The renewable age for each Insured Person is up to the age of eighty (80) years (inclusive).

Once an Insured Person attains the age of seventy-five (75), the Sum Insured payable under Benefit 1.1: "Accidental Death and Permanent Disability" will be 50% of the Sum Insured as specified in the Schedule of Events; and (ii) no claim will be payable under Item 2 of the Schedule of Events.

### **Important Note:**

Age means the Insured Person's age as on their last birthday.

## OPERATIVE TIMES OF COVER

An Insured Person is only covered during the following Operative Time of Cover shown in the Policy Schedule.

### **OP1 - 24 hours worldwide**

24 hours Worldwide – cover for an Insured Person for 24 hours a day, daily and worldwide.

## GENERAL POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy and begin in uppercase, the definitions with interpretation as set out below will apply. Where appropriate, words mentioned in the plural shall also have their singular meaning and vice versa. Please note that this Policy has been designed to offer multiple Extensions and Additional Benefits and therefore not all the definitions listed herein will be relevant to the selected listed Extensions and Additional Benefits as shown on the Policy Schedule. Headings and titles of this Policy are solely for reference and description only and have no interpretational value or meaning to this Policy. All references to specific legislation include amendments and re-enactments.

Please read each section of this Policy for additional specific definitions where applicable.

### **1. Accident or Accidental**

A sudden, unexpected, violent, visible and specific event which occurs at an identifiable time and place during the Operative Time.

### **2. Activities of Daily Living**

They are the following 6 activities which an Insured Person can perform on their own:

- a. **Dressing** means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- b. **Feeding** means the ability to feed oneself food after its preparation and being made available.
- c. **Mobility** means the ability to move indoors from room to room on level surfaces.
- d. **Toileting** means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- e. **Transferring** means the ability to move from a bed to an upright chair or wheelchair, and vice versa.
- f. **Washing** means the ability to wash in the bath, or shower or wash by other means.

### **3. Aggregate Limit of Liability**

It means the maximum amount that is payable for all Insured Persons under the "Accidental Death and Permanent Disability" Benefit arising from the:

- a. same Accident or series of Accidents contributed to or caused by the same original cause, event or circumstance; or
- b. same Conveyance Accident or series of Conveyance Accidents contributed to or caused by the same original cause, event or circumstance.

The Company shall not be liable for any amount in excess of the Aggregate Limit of Liability as specified on the Policy Schedule. If the total loss amount is in excess of this Aggregate Limit of Liability, payment will be made proportionately to the Sum Insured for each Insured Person.

For the purpose of this definition only, Conveyance means any land vehicle, sea vessel or aircraft (excluding any Unscheduled Conveyance defined below).

### **4. Aggregate Limit of Liability for Unscheduled Conveyance**

It means the maximum amount that is payable for all Insured Persons under the "Accidental Death and Permanent Disability" Benefit arising from the same Unscheduled Conveyance Accident or series of Unscheduled Conveyance Accidents contributed to or caused by the same original cause, event or circumstance.

The Company shall not be liable for any amount in excess of the Aggregate Limit of Liability for Unscheduled Conveyance as specified on the Policy Schedule. If the total loss amount is in excess of this Aggregate Limit of Liability for Unscheduled Conveyance, payment will be made proportionately to the Sum Insured for each Insured Person.

For the purpose of this definition only, "Unscheduled Conveyance" means any sea vessel or aircraft owned by Policyholder or is a licensed registered operator whose transportation services for individuals who travel as fare paying passengers, are not conducted in accordance with fixed schedules or over specific routes.

**5. Basic Monthly Salary (BMS)**

The total gross monthly basic earned income including monthly variable component where applicable, but excluding payments for overtime, commissions, dividends or bonuses, payable by the Policyholder to the Insured Person at the date of Accident.

**6. Benefit**

It refers to the benefits listed on the Policy Schedule and which are subject to the terms and conditions as stated under this Policy respectively.

**7. Big Toe**

The first digit of a Foot.

**8. Bodily Injury**

An identifiable physical injury which is caused by an Accident solely and independently of any other causes including but not limited to any sickness (except sickness directly resulting from, or medical or surgical treatment rendered necessary by such Bodily Injury), Pre-existing Condition, congenital conditions, heredity conditions, gradually operating causes (wear and tear), naturally occurring conditions or degenerative process(es).

**9. Business Trip**

Any trip approved and undertaken for the purpose of the Policyholder's business, during the Period of Insurance as shown on the Policy Schedule, up to a maximum duration of 183 consecutive days within the Geographical Area specified on the Policy Schedule.

Cover commences from the time the Insured Person leaves their place of residence or regular place of employment in Country of Residence directly travelling to their point of departure, whichever is the later, and stops on the earliest of the following:

- a. the expiry of the current Period of Insurance; or
- b. when the Insured Person returns to their usual place of residence or regular place of employment, whichever is the earlier, in Country of Residence.

Personal Deviation and Home Leave are included.

**10. Chinese Medicine Physician**

A traditional Chinese medicine practitioner (including an acupuncturist or bonesetter) registered and licensed under any applicable laws and acting within the scope of their license and training. The attending Chinese Physician shall not be the Insured Person, the Insured Person's business partner or agent, Insured Person's employer or employee or Insured Person's Relative.

**11. C-Level Management**

The Policyholder's 'Director', 'Managing Director', 'Chairman', 'President', 'Chief Executive Officer', 'Chief Financial Officer', 'Chief Operating Officer', 'Chief Risk Officer', 'Chief Information Officer', 'Head of Human Resources', 'Company Secretary' and the 'General Manager' or any other similar designation mentioned in the Policyholder's registration with the Companies Registry in Hong Kong or as agreed with the Company in writing during the Period of Insurance but prior to the commencement of their trip.

A written confirmation of designation is required by the Policyholder in the event of a claim for a C-Level Management.

**12. Civil Commotion**

A substantial violent disturbance by a large number of persons assembled together and acting with common purpose or intent.

**13. Civil War**

A hostile conflict by means of armed forces carried on between opposing citizens of the same nation or state.

**14. Claimant**

It refers to the Policyholder, Insured Person or their legal representative, as applicable, making a claim against this Policy.

**15. Company/ We/ Our / Us**

It refers to AIG Insurance Hong Kong Limited.

**16. Country of Residence**

A country / jurisdiction in which an Insured Person is a permanent resident or who is a holder of an employment permit granted by the relevant government authority. If the Insured Person is a permanent resident of more than one country / jurisdiction, Country of Residence means the country / jurisdiction declared to the Company.

**17. Dependent Child(ren)**

Refers to the biological children, legally adopted children or stepchildren of the Insured Person who are:

- a. from the age of 15 days after birth up to 19 years old, or up to 25 years of age if they are attending as a full-time student in an accredited institution of higher learning, who are unmarried and receive financial maintenance and support from the Insured Person; or
- b. physically or mentally incapable of self-support.

A Dependent Child excludes any child in full-time national service.

**18. Employee**

An Insured Person who is under a contract of employment with the Policyholder.

**19. Endorsement**

It is a written notice to the Policyholder stating an amendment, deletion or addition made to this Policy.

**20. Extension**

It refers to the additional cover(s) to the Benefits listed on the Policy Schedule and which are subject to the terms and conditions as stated under this Policy, respectively.

**21. Facial Scar**

A scar on the face, which is the area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw and which was sustained due to an Accident.

**22. Finger**

The digit of a hand.

**23. Foot**

The entire foot below the ankle.

**24. Geographical Area**

Refers to either:

'Regional countries/jurisdictions' which are Australia, Bangladesh, Brunei, Cambodia, China, Fiji, Singapore, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Mongolia, Myanmar, Nepal, New Zealand, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Taiwan, Thailand and Vietnam; or

'Worldwide' which is any country/jurisdiction in the world.

The applicable Geographical Area for this Policy will be specified on the Policy Schedule.

**25. Hand**

The entire hand below the wrist.

**26. Home**

The Insured Person's usual place of residence at the time of the Accident.

**27. Home Country**

It means the country / jurisdiction of which the Insured Person holds a passport. If the Insured Person holds more than 1 passport, the home country / jurisdiction means the country / jurisdiction declared to the Company.

**28. Home Leave**

The contractual entitlement exercised by the Insured Person and approved by the Policyholder prior to the commencement of the trip. This refers to travel to Insured Person's Home Country from their Country of Residence. This does not include any personal vacation or annual leave.

**29. Hospital**

Any institution lawfully operated for the care and treatment of sick or injured persons:

- a. with organised facilities for diagnosis and surgery (including operating theatres) in the same premises;
- b. with 24 hours daily nursing service by registered nurses;
- c. operated under the supervision of Medical Practitioner(s); and
- d. which is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the purposes of medical quarantine, a place for the treatment of alcoholics or drug addicts,

institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.

**30. Hospitalisation/Hospitalised**

It is the admission of the Insured Person to a Hospital as an In-patient during the Period of Insurance. For the avoidance of doubt, Hospitalisation shall be evidenced by daily room and board charges imposed by a Hospital.

**31. In-patient**

It means the Insured Person is confined in a Hospital as a registered patient for Medically Necessary treatments of a covered Bodily Injury suffered by the Insured Person and such confinement is certified as necessary by the attending Medical Practitioner.

**32. Insured Person**

Insured Person(s) shall mean any person that meets the criteria described on the Policy Schedule as being an Insured Person who is nominated by the Policyholder from time to time to be insured under this Policy during a valid Period of Insurance. Cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases their employment, affiliation, or association with the Policyholder, whichever occurs first.

**33. Insurrection**

A violent uprising of citizens of a nation or state in resistance to their government.

**34. Limb**

The entire limb between the shoulder and the wrist or between the hip and the ankle.

**35. Medical Expenses**

The actual, reasonable and Medically Necessary expenses incurred to treat an Insured Person or as prescribed by a Medical Practitioner for any of the following:

- a. medical treatment or supplies;
- b. room and board charges for Hospitalisation;
- c. medical or surgical services and nursing treatment;
- d. ambulance charges; and/or
- e. any dental treatment where such treatment is necessarily incurred to restore sound and natural teeth following an Accident.

**36. Medically Necessary**

It shall mean a medical service provided on Medical Practitioner's recommendation/advice which:

- a. is consistent with the diagnosis and customary medical treatment for a covered Bodily Injury;
- b. is in accordance with standards of good medical practice, consistent with current standards of professional medical care and of proven medical benefits;
- c. is not of an experimental, investigational, research, preventive or screening nature;
- d. is for charges which are fair and do not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury in accordance with accepted medical standards and practice that could not have been reasonably omitted without adversely affecting the Insured Person's Bodily Injury; and
- e. does not include additional charges which would not have been made if the Insured Person did not have insurance cover.

**37. Medical Practitioner**

It shall mean a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized by the medical licensing authority of that country/jurisdiction to provide medical or surgical service within the scope of their license, specialized accreditation and training.

For dental treatment only, a Medical Practitioner is defined as a dental practitioner who holds a specialist dental accreditation or who specialises in a specific branch of dentistry.

Medical Practitioner cannot be the Insured Person, the Insured Person's business partner or agent, Insured Person's employer or employee or Insured Person's Relative.

**38. Operative Time**

It refers to the time period and coverage duration selected by the Policyholder for the Insured Person covered under this Policy during the Period of Insurance as shown on the Policy Schedule and shall have the respective meaning as shown in the Section of "Operative Times of Cover".

**39. Overseas**

It refers to outside the territorial limits of the Country of Residence.

**40. Paraplegia**

The Permanent and entire paralysis of both legs and part or whole of the lower half of the body.

**41. Parent**

An Insured Person's parent (whether natural, step or adoptive) and they must be primarily dependent on the Insured Person by receiving financial maintenance and support.

**42. Partner**

It is someone the Insured Person is legally married to or in a civil partnership with, or someone they have been living with for a minimum of two (2) consecutive years at the same registered address as if they were married or in a civil partnership.

**43. Period of Insurance**

It is the period of time as shown on the Policy Schedule during which cover applies for the Insured Person and for which premium has been received by the Company.

**44. Personal Deviation**

It refers to personal vacation taken by an Insured Person immediately before, during or immediately after a Business Trip and within the applicable Geographical Area that the Insured Person is covered for on the Policy Schedule, provided the maximum duration for such covered travel for

- a. Insured Persons who are not C-Level Management, does not exceed 60% of the Business Trip and the total trip in entirety does not exceed the maximum duration allowed for a Business Trip; or
- b. C-Level Management's total trip in entirety does not exceed the maximum duration allowed for a Business Trip.

Personal Deviation does not include personal vacation taken immediately before, during or immediately after Home Leave.

**45. Permanent**

Permanent means lasting for at least twelve (12) consecutive months and at the end of that time is certified by a Medical Practitioner as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.

**46. Permanent Disability(ies)**

It refers to a Bodily Injury that results in Items 2 to 20 as listed under the Schedule of Events.

**47. Permanent Neurological Deficit**

It means symptoms of dysfunction in the nervous system that are diagnosed to be present on clinical examination by a registered neurologist and expected to last throughout the life of the person.

Symptoms that are covered include:

- a. numbness;
- b. hyperesthesia (increased sensitivity);
- c. paralysis;
- d. localised weakness;
- e. dysarthria (difficulty with speech);
- f. aphasia (inability to speak);
- g. dysphagia (difficulty in swallowing);
- h. visual impairment;
- i. difficulty in walking;
- j. lack of co-ordination;
- k. tremor;
- l. seizures;
- m. dementia;
- n. delirium; and
- o. coma.

The following are not covered:

- a. an abnormality seen on brain or other scans without definite related clinical symptoms;
- b. neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms; and
- c. symptoms of psychological or psychiatric origin.

**48. Policy**

It refers to this insurance contract which consists of the Policy wordings, the latest applicable Policy Schedule and any other documents the Company may issue to the Policyholder or Insured Person at the request or with agreement of the Policyholder or the Insured Person as the case may be, that will form part of this Policy (e.g. Endorsements, Extensions).

**49. Policyholder**

The legal entity or organisation named as the Policyholder on the Policy Schedule. The Policyholder is responsible for premium payments and has the right to exercise all privileges under this Policy.

**50. Policy Effective Date**

In respect of this Policy and for the Insured Person covered under this Policy, it refers to the later of:

- a. the initial effective date as specified on the Policy Schedule,
- b. the first date the Insured Person was covered under this Policy, or
- c. the effective date any additional cover or increased Sum Insured is granted to the Insured Person while they are covered under this Policy, only in respect to the additional cover or increased Sum Insured.

**51. Policy Schedule**

The document showing details of the Period of Insurance and the particulars of the Policyholder and eligible Insured Persons, including the Policy sections, the Benefits and the respective Sums Insured, which should be read with this Policy.

**52. Pre-Existing Condition**

Any bodily injury or sickness, disease or other medical condition which an Insured Person suffers prior to the Policy Effective Date and which:

- a. first manifested itself, worsened, became acute or exhibited symptoms prior to the first date the Insured Person is covered under the Policy which would have caused any ordinarily prudent person to seek diagnosis, care or treatment; or
- b. requires the Insured Person to take prescribed drugs or medicine; or
- c. was treated by a Medical Practitioner or treatment had been recommended by a Medical Practitioner.

**53. Public Conveyance**

It refers to any commercial land, water or air conveyance operating under a valid license for the transportation of fare-paying passengers which operate to fixed, established and regular schedules and routes. It shall also include licensed taxis, and registered e-hailing service vehicles booked through relevant e-hailing platforms that are four-wheel motor vehicles with a minimum capacity of four (4) passenger seats and maximum capacity of nine (9) passenger seats.

It does not include cruise liners or any conveyance if chartered or arranged as part of a tour even if such services are regularly scheduled.

**54. Quadriplegia**

The Permanent and entire paralysis of both legs and both arms.

**55. Rebellion**

A deliberate, organised and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens.

**56. Relative**

The Insured Person's aunt, brother, child, grandchild, grandparent, nephew, niece, parent, Partner, sister or uncle.

**57. Revolution**

It means the overthrow of a regime or political system by the citizens of a nation or state.

**58. Second degree burns**

It refers to partial thickness burns which affect both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands) as diagnosed by a Medical Practitioner. An assessment of the percentage of body affected by these burns will be determined by a Medical Practitioner using the Rules of Nines System or its equivalent medical assessment tool that is recognized by the applicable local medical authority.

**59. Sickness**

It refers to an illness, disease or other physical conditions characterized by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes but is not limited to infectious diseases, heatstroke, decompression sickness, hypothermia and mountain sickness.

**60. Strike**

A lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

**61. Sum Insured**

It refers to the amount payable for a Benefit as shown on the Policy Schedule or as otherwise specified in this Policy.

**62. Temporary Total Disablement**

It means a Bodily Injury that entirely disables and prevents the Insured Person from engaging in or attending to their profession or usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of the



attending Medical Practitioner. The Medical Practitioner must medically certify that the Insured Person is suffering from Temporary Total Disablement for which there is a reasonable chance of improvement or recovery.

**63. Temporary Partial Disablement**

It means a Bodily Injury that entirely disables and prevents the Insured Person from engaging in or attending to a substantial part of their profession or usual occupation immediately following the period of Temporary Total Disablement and is under the regular care of and acting in accordance with the instructions or professional advice of the attending Medical Practitioner. The Medical Practitioner must medically certify that the Insured Person is suffering from Temporary Partial Disablement for which there is a reasonable chance of improvement or recovery.

**64. Terrorism**

It means any actual or threatened use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. The act must be verified or recognised by the relevant government as an act of terrorism.

**65. Third Degree Burns**

It refers to full thickness burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), that can also affect deeper tissues, as diagnosed by a Medical Practitioner. These burns usually require surgery or skin grafting. An assessment of the percentage of body affected by these burns will be determined by a Medical Practitioner using the Rules of Nines System or its equivalent medical assessment tool that is recognized by the applicable local medical authority.

**66. Thumb**

The first digit of a Hand.

**67. Toe**

The digit of the Foot.

**68. Total Disablement**

In relation to an Insured Person who is employed by the Policyholder, the inability to continue in any and every occupation for the rest of the Insured Person's life.

In relation to an Insured Person who is not employed by the Policyholder, the inability to carry out 3 or more Activities of Daily Living.

**69. Total Loss**

It refers to the Permanent total and irrecoverable loss of use or Permanent loss by physical severance (separation).

- a. In the case of a loss of a leg or lower Limb
  - i) Loss by Permanent physical severance at or above the ankle; or
  - ii) Permanent, total and irrecoverable loss of use of a complete leg or Foot.
- b. In the case of a loss of an arm or upper Limb
  - i) Loss by Permanent physical severance of the four Fingers at or above the metacarpophalangeal joints (where the Fingers join the palm of the Hand); or
  - ii) Permanent, total and irrecoverable loss of use of a complete arm or Hand.
- c. In the case of a loss of Thumb, Finger, Big Toe or Toe
  - i) Loss by Permanent physical severance of the entire Thumb, Finger, Big Toe or Toe; or
  - ii) Permanent, total and irrecoverable loss of use of a complete Thumb, Finger, Big Toe or Toe.
- d. In the case of loss of sight
  - i) Permanent, total and irrecoverable physical loss of one or both eyes or Total Blindness in one or both eyes. The Company will consider Total Blindness in one or both eyes if confirmed by a certified ophthalmologist. For the purpose of this definition, Total Blindness means when a person cannot see anything, including light.
- e. In the case of loss of speech
  - i) The Permanent, total and irrecoverable loss of speech resulting in the inability to articulate 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 centre in the brain resulting in aphasia;
- f. In the case of loss of hearing
  - i) Permanent, total and irrecoverable loss of hearing resulting in inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.

**70. Valid Claim**

Any claim under this Policy which, according to the terms of the Policy, the Policyholder or Insured Person is entitled to receive a payment from the Company.

71. **War**

It means declared or undeclared hostile action between two or more nations or states.

72. **Weekly Salary**

It means the average weekly gross Basic Monthly Salary, but excluding payments for overtime, commissions, dividends or bonuses, payable by the Policyholder to the Insured Person at the date of Accident.

**1.0 CORE BENEFITS**

Please note that the Policyholder and the Insured Person must refer to the Policy Schedule for applicable Benefits under the Policy as not all the Benefits listed below will apply to the Policy.

**1.1 Accidental Death and Permanent Disability Benefit**

If an Insured Person sustains a Bodily Injury that directly results in one of the events listed in the Schedule of Events below, within 12 months from the date of Accident, the Company will pay the Sum Insured as specified on the Policy Schedule subject to the applicable percentage as set out in the Schedule of Events.

<b>Schedule of Events</b>		
<b>Item</b>	<b>Bodily Injury resulting in:</b>	<b>Percentage of Sum Insured payable per Insured Person as specified on the Policy Schedule</b>
1	Accidental Death	100%
2	Permanent Total Disablement	150%
3	Paraplegia	160%
4	Quadriplegia	175%
5	Permanent Total Loss of two or more Limbs	150%
6	Permanent Total Loss of Sight of both eyes	150%
7	Permanent Total Loss of one Limb	125%
8	Permanent Total Loss of Sight of one eye	100%
9	Permanent Total Loss of hearing in:	
	a) Both ears	100%
	b) One ear	30%
10	Permanent Total Loss of the natural lens of one eye	75%
11	Permanent Total Loss of speech	75%
12	Permanent Total Loss of lower jaw by surgical treatment	40%
13	Permanent Total Loss of one Thumb of either hand:	
	a) Both joints	40%
	b) One joint	25%
14	Permanent Total Loss of each Finger of either Hand	
	a) Three joints	20%
	b) Two joints	15%
	c) One joint	10%
15	Permanent Total Loss of each Toe of either Foot	
	a) All Toes - one Foot	25%
	b) Big Toe- one or both joints	10%
	c) Other than Big Toe, each Toe	2%
16	Permanent Total Loss of kidney	25%
17	Permanent Total Loss of spleen	20%
18	Fractured leg or patella with established non-union	20%
19	Shortening of leg by at least 5 cm	10%
20	Permanent disablement which is not provided for under Items 2- 19 above	Such percentage of the Sum Insured payable, which the Company has absolute discretion in determining and in its opinion is consistent with the Sum Insured provided under abovementioned 'Items'. The maximum amount payable under this Item 20 is 75% of the applicable Sum Insured as specified on the Policy Schedule.

## SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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1. Once an Insured Person attains the age of 75, the Sum Insured payable under the "Accidental Death and Permanent Disability" Benefit will be 50% of the Sum Insured as specified in the Schedule of Events; and (ii) no claim will be payable under Item 2 of the Schedule of Events.
2. If an Insured Person has an existing physical impairment or existing medical condition prior to the date of the Accident, the calculation of the Sum Insured payable for Items 2- 20 of the Schedule of Events will be based on the difference between the Insured Person's physical impairment or medical condition before and after the covered Accident. The Company has the absolute discretion in determining the Sum Insured payable in the event the Insured Person has an existing physical impairment.
3. Limitation on multiple benefits: If an Insured Person sustains one or more Bodily Injuries from the same Accident for which amounts are payable under more than one of the Items as listed in the above Schedule of Events, the maximum amount payable under all of the Items combined will not exceed 150% of the Sum Insured as shown on the Policy Schedule, unless a Valid Claim is payable under either Item 3 or 4 of the Schedule of Events. In the event of a Valid Claim under Item 3 or 4 of the Schedule of Events, the maximum amount payable under all of the Items combined will not exceed 160% and 175% of the Sum Insured as shown on the Policy Schedule respectively.
4. The Company will reduce any Sum Insured due for Accidental death under Item 1 by any payment which the Company has already made to the Insured Person for:
  - a) Any Permanent Disability under the Schedule of Events above for the same Accident; and/or
  - b) Any Event under the Table of Events for Benefit 2.8 of this Policy.
5. If an Insured Person sustains Bodily Injury resulting in any one (1) Item of the above Schedule of Events where the paid percentage of the Sum Insured is 100% or more, the Company will not be liable under the Policy for any subsequent Bodily Injury to that Insured Person. The Policy will continue as if this Benefit had been cancelled for that Insured Person.
6. Any medical assessment required for the purpose of adjudicating a claim under this Benefit will be made, at the Company's sole discretion, by either the Insured Person's Medical Practitioner or an independent Medical Practitioner as nominated and selected by the Company. The Company may decide to use more than one independent Medical Practitioner and shall use the medical reports they provide to determine the percentage to be applied to the Sum Insured shown on the Policy Schedule.

The degree of disability under Item 20 of the Schedule of Events shall be certified by a Medical Practitioner. The Company may appoint, at its discretion, an independent Medical Practitioner to conduct an assessment to determine any payment under Item 20.

7. If a claim or series of claims from one Accident exceeds the Aggregate Limit of Liability or the Aggregate Limit of Liability for Unscheduled Conveyance shown on the Policy Schedule or Endorsements during any one Period of Insurance, the Company will pay the limit shown on the Policy Schedule or Endorsements or reduce each payable claim proportionately such that the combined total does not exceed the applicable limit shown on the Policy Schedule or Endorsements.

The Aggregate Limit for Unscheduled Conveyance shall not exceed the Aggregate Limit of Liability shown on the Policy Schedule or Endorsements.

## Disappearance

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This Policy is extended to cover the Insured Person after an Accident if the Insured Person's body has not been found within twelve (12) months after the date of disappearance provided that such disappearance was reported to the relevant authorities. The Company will presume that the Insured Person died from this Accident. This is subject to a signed undertaking by the Insured Person's legal representative that if this presumption is subsequently found to be rebutted, any payment made under this Policy will be refunded to the Company upon demand.

## Exposure

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This Policy is extended to cover the Insured Person for Accidental death and/or Permanent Disability resulting from Bodily Injury that directly results from unexpected exposure to natural elements following the relevant Accident.

## 2.0 Personal Accident Extensions

### 2.1 Additional Accidental Death Benefit whilst travelling in Public Conveyance

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If an Insured Person sustains Bodily Injury when boarding, travelling in or exiting a Public Conveyance as a fare paying passenger that directly results in a Valid Claim for Item 1 of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured as specified on the Policy Schedule.

### 2.2 Additional Accidental Death benefit due to Terrorism

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If an Insured Person sustains Bodily Injury due to Terrorism that directly results in a Valid Claim for Item 1 of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured as specified on the Policy Schedule.

The Accidental death of the Insured Person must not arise as a result of, or in connection with the Insured Person's collaboration or provocation of such act, and as a consequence of such act, could not reasonably have been avoided by the Insured Person.

### 2.3 Additional Accidental Death Benefit due to Natural Catastrophe

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If an Insured Person sustains Bodily Injury due to Natural Catastrophe that directly results in a Valid Claim for Item 1 of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured as specified on the Policy Schedule.

#### SPECIFIC DEFINITIONS – IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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**Natural Catastrophe** means cyclone, flood, hurricane, earthquake, landslide, tornado, tsunami, typhoon, volcanic eruption, windstorm, hailstorm and/or wildfire.

### 2.4 Work from Home Protection (Additional benefit payout)

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If an Insured Person sustains Bodily Injury at Home while working from Home and that results in a Valid Claim under Items 1 to 9a) of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured as specified on the Policy Schedule.

#### SPECIFIC CONDITIONS – IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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1. This Benefit is payable if the Insured Person's Home address is the same as the home address declared to the Policyholder prior to the Accident.
2. This Benefit is payable if the Accident occurs at Home during official work hours.

### 2.5 Funeral Expenses

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If an Insured Person sustains Bodily Injury that results in a Valid Claim under Item 1 of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured as specified on the Policy Schedule for all reasonable funeral, burial or cremation associated expenses.

### 2.6 Repatriation of Mortal Remains

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If an Insured Person sustains Bodily Injury whilst Overseas that results in a Valid Claim under Item 1 of the Schedule of Events of Benefit 1.1 within 30 days from the date of Accident, the Company will reimburse the actual reasonable and necessary expenses related to the preparation of returning the Insured Person's mortal remains to their Home Country or Country of Residence, including but not limited to services and supplies provided by a mortician or undertaker, cost of a basic casket, embalment and cremation if so elected up to the maximum Sum Insured as specified on the Policy Schedule.

#### SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. Any expenses incurred for religious rights or ceremonies; and
- b. Any expenses incurred for body retrieval or recovery.

## 2.7 Comatose State Benefit

If an Insured Person sustains Bodily Injury that results in a Comatose State while being Hospitalised within 30 days from the date of Accident, the Company will pay the Insured Person the Sum Insured as specified on the Policy Schedule for any one Accident.

### SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY:

**Comatose State (i.e., Coma)** means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation. This diagnosis must be supported by the attending Medical Practitioner with evidence of all of the following:

- no response to external stimuli for at least 30 days;
- life support measures are necessary to sustain life; and
- brain damage resulting in Permanent Neurological Deficit which must be assessed at least 30 days after the onset of the coma.

### SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

- The Insured Person must be diagnosed to be in a Comatose State while Hospitalised and continue to be an In-patient for the whole duration of the Comatose State for this Benefit to be payable.
- The Comatose State must be supported by the attending Medical Practitioner's report outlining the cause and period of the Insured Person's Comatose State.
- This Benefit is payable once for any one Accident.

### SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with any Coma resulting from drugs or alcohol abuse, or for a medically induced Comatose State.

## 2.8 Burns

If an Insured Person sustains Bodily Injury resulting in one of the Events listed in the Table of Events below, the Company will pay the Sum Insured for the Event as specified in the Table of Events.

**Table of Events**

Events		Percentage of Sum Insured payable per Insured Person as specified on the Policy Schedule
<b>Bodily Injury resulting in:</b>		
<b>THIRD DEGREE BURNS</b>		
1	8% or more of the head surface	100%
2	5% or more but less than 8% of the head surface	75%
3	2% or more but less than 5% of the head surface	50%
4	20% or more of the body surface other than the head	100%
5	15% or more but less than 20% of the body surface other than the head	75%
6	10% or more but less than 15% of the body surface other than the head	50%
7	Either i) less than 2% of the head surface; and/or ii) less than 10% of the body surface other than the head	Such percentage of the Sum Insured payable, which the Company has absolute discretion in determining and in its opinion is consistent with the Sum Insured provided under abovementioned 'Events'. The maximum amount payable under Event 7 is up to 25% of the applicable Sum Insured as specified on the Policy Schedule.
<b>SECOND DEGREE BURNS</b>		
7	8% or more of the head surface	100%
8	5% or more but less than 8% of the head surface	75%
9	2% or more but less than 5% of the head surface	50%
10	20% or more of the body surface other than the head	100%
11	15% or more but less than 20% of the body surface other than the head	75%
12	10% or more but less than 15% of the body surface other than the head	50%

13	<p>Either</p> <p>i) less than 2% of the head surface; and/or</p> <p>ii) less than 10% of the body surface other than the head</p>	<p>Such percentage of the Sum Insured payable, which the Company has absolute discretion in determining and in its opinion is consistent with the Sum Insured provided under abovementioned 'Events'. The maximum amount payable under Event 13 is up to 25% of the applicable Sum Insured as specified on the Policy Schedule.</p>
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**SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY:**

- a. An assessment of the percentage of body affected by burns will be determined by a Medical Practitioner using the Rules of Nines System or its equivalent medical assessment tool that is recognized by local authority.
- b. The maximum Sum Insured payable for above Events 1 to 7 or 8 to 13 due to the same Bodily Injury is arrived at by adding together the various percentages but shall not exceed 100% of the Sum Insured payable for Third Degree Burns or Second Degree Burns.
- c. The Company will reduce any Sum Insured due for Accidental death under Benefit 1.1 by any payment which the Company has already made to the Insured Person under the Table of Events above for the same Accident.
- d. The assessment of burns under Event 7 and/or 13 shall be as certified by a Medical Practitioner. The Company has the discretion to appoint an independent Medical Practitioner to conduct an assessment.

**SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:**

The Company will not pay any claim in connection with any first-degree burns, sunburn, in-door tanning, cosmetic tanning or burns resulting from any aesthetic procedures.

**2.9 Fractures**

If an Insured Person sustains Bodily Injury which results in one of the Fractures listed in the Table of Fractures below, the Company will pay the Sum Insured for the Fracture as specified in the Table of Fractures.

**Table of Fractures**

Events	Bodily Injury resulting in:	Percentage of Sum Insured payable per Insured Person as specified on the Policy Schedule	
		Complete & Compound Fractures	All Other Fractures
1	Spine (excluding Coccyx)	100%	30%
2	Neck	100%	30%
3	Hip	100%	30%
4	Pelvis (excluding thigh)	100%	30%
5	Skull	100%	30%
6	Upper Leg	60%	20%
7	Sternum	60%	20%
8	Shoulder Blade	60%	20%
9	Collarbone	30%	15%
10	Rib	30%	15%
11	Upper Arm	30%	15%
12	Kneecap	30%	15%
13	Forearm (excluding Colles-type Fractures)	20%	10%
14	Lower Leg	20%	10%
15	Jaw	20%	10%

16	Wrist	10%	5%
17	Cheekbone	10%	5%
18	Foot (excluding toes or heel)	10%	5%
19	Finger, thumb and toe (excluding Colles-type Fractures)	10%	5%
The percentage of the amount reflected in the Table of Fractures above is payable for each Event from 1 to 19 regardless of the number of Fractures suffered on each Bone Site.			
<b>Maximum percentage of Sum Insured payable in any one Accident</b>		<b>100%</b>	

**SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY:**

- a. **All Other Fractures** means any Fracture other than a Complete Fracture, Compound Fracture or Hairline Fracture which is not otherwise excluded by this Policy.
- b. **Bone Site** means the bone(s) or body part as listed in Fractures 1 to 19 in the Table of Fractures in this Benefit.
- c. **Coccyx** means the four fused vertebrae located at the bottom of the spine.
- d. **Colles Type Fracture** means a wrist Fracture that occurs when the radius bone in your forearm breaks. It's also known as a distal radius Fracture, transverse wrist Fracture, or a dinner-fork deformity of the wrist.
- e. **Complete Fracture** means a Fracture in which the bone is broken completely across with no connection left between the bone pieces.
- f. **Compound Fracture** means a Fracture where the bone breaks through the skin. This is also known as an open Fracture.
- g. **Fracture** means a complete or incomplete break in the continuity of a bone and is diagnosed by a Medical Practitioner through radiological evidence and diagnostic techniques.
- h. **Hairline Fracture** means small or thin crack(s) on the outer layer of the bone. This is also called a fissure Fracture.
- i. **Pathological Fracture** means a complete or incomplete break in the continuity of a bone, in an area where disease has caused weakening of the affected bone.

**SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY**

The diagnosis of a listed Event from the Table of Fractures above by a Medical Practitioner must be made within 30 days from the date of Accident.

**SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:**

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. Any Fracture caused by osteoporosis or any Pathological Fracture. If osteoporosis or Pathological Fracture is first diagnosed by a Medical Practitioner during the Policy Period, the Company will pay the Sum Insured for the first diagnosed Fracture after diagnosis; however, all subsequent Fractures will not be covered by this Policy.
- b. Any Fractures classed as Hairline Fracture, stress Fracture or fatigue Fractures.
- c. Any Fractures involving body parts or bone sites not listed in the Table of Fractures above.

**2.10 Mobility Assistance**

If an Insured Person sustains Bodily Injury that results in a Valid Claim under Items 2 to 7 of the Schedule of Events under Benefit 1.1, the Company will reimburse the actual reasonable costs incurred for:

- a. purchasing or renting Mobility Aid(s);
- b. modification to their personal motor vehicle; or
- c. necessary alterations and renovations in Insured Person's usual place of residence. This includes but not limited to installation of ramps for wheelchair access, internal guide rails and other similar disability aids;

for the sole purpose of coping with their disablement, up to the maximum Sum Insured as specified on the Policy Schedule.

**SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY:**

- a. **Mobility Aid(s)** means medical equipment prescribed by the Medical Practitioner as Medically Necessary for the Insured Person to engage in Activities of Daily Living, including but not limited to Prosthetic Devices, orthopaedic braces, crutches, wheelchairs, walking aids and hospital beds.
- b. **Prosthetic Devices** are artificial devices replacing body parts, including but not limited to, leg, arm, back, and neck braces and artificial legs.

## SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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This Benefit is payable:

- a. only once in an Insured Person's lifetime.
- b. alterations and installments to the Insured Person's personal vehicle can only be carried out to one personal vehicle.

## SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. Any damages arising from the alteration, installment, or renovation work.
- b. Any rent or purchase of Mobility Aid(s), alteration or renovation in Insured Person's Home or personal vehicle not confirmed in writing by a Medical Practitioner or allied health professionals referred by a Medical Practitioner that any alteration or renovation is Medically Necessary to aid in Insured Person's mobility.
- c. Any rent or purchase of Mobility Aid(s), alteration or renovation in Insured Person's Home or personal vehicle that is not for the sole purpose of coping with their disablement.

### 2.11 Child Education Fund

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If an Insured Person sustains Bodily Injury that directly results in a Valid Claim payable under Item 1 of the Schedule of Events under Benefit 1.1, the Company will pay the Sum Insured for each Insured Person's surviving Dependent Child enrolled as a full-time student in a recognised Educational Institution at the time of Insured Person's death as specified on the Policy Schedule.

## SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY:

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**Educational Institution** means any pre-school, school, vocational institute, polytechnic, college, university or institute of higher learning which is licensed to provide educational services by trained or qualified teachers. The Educational Institution must be approved to operate under the relevant Government authority for education.

## SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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Supporting documents showing the surviving Dependent Child(ren)'s enrolment in an Educational Institution at the time of Insured Person's death must be provided to the Company.

### 2.12 Accidental Loss of Teeth

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If an Insured Person sustains Bodily Injury that directly results in loss of Tooth or Teeth within sixty (60) days from the date of Accident, the Company will pay up to the maximum Sum Insured as specified on the Policy Schedule.

## SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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A **Tooth** or **Teeth** means a sound and natural tooth or teeth but does not include dentures, implants and dental fillings.

### 2.13 Permanent Facial Scarring

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If an Insured Person sustains Bodily Injury resulting in a Permanent Facial Scar within 12 months from the date of Accident, the Company will pay the Sum Insured as specified on the Policy Schedule subject to the applicable percentage as set out in the table below.

Table		
Item	Bodily Injury resulting in:	Percentage of Sum Insured payable as specified on the Policy Schedule
1	Permanent Facial Scar of at least 5cm in length	5%
2	Permanent Facial Scar of at least 10cm in length	10%

### 2.14 Corporate Image Protection

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If, the Insured Person or a group of Insured Persons sustains Bodily Injury(ies) in the same Accident that is likely to result in a Valid Claim under Item 1 or 2 of the Schedule of Events under Benefit 1.1, the Company will reimburse the Policyholder for the actual costs (other than the Policyholder's own internal costs) incurred for the engagement of image and/or public relations consultants and/or the



release of information through the media. Costs must be incurred within 15 days of, and directly in connection with, the Accident causing such Bodily Injury(ies), to protect and/or positively promote the Policyholder's business and image. The Company will reimburse up to the maximum Sum Insured as specified on the Policy Schedule with respect to any one Accident or set of circumstances and is subject to the Policyholder giving the Company a signed undertaking that any amount paid to the Policyholder will be repaid to the Company, if it is later found that a Valid Claim did not or will not eventuate.

## 2.15 Trauma Counselling Benefit

If an Insured Person witnesses or becomes a victim of a traumatic event such as an armed robbery, assault or Terrorism during the Period of Insurance, the Company will reimburse the necessary expenses incurred, with the Company's consent, for specialist counselling support services for the Insured Person up to the Sum Insured as specified on the Policy Schedule, provided that the:

- a. incident is reported to the police within 24 hours;
- b. treatment is certified as necessary by the attending Medical Practitioner for the wellbeing of the Insured Person; and
- c. trauma counselling is provided by a registered psychologist or psychiatrist within 365 days from the date of the traumatic event.

## 2.16 Visitor's Benefit

If a third party (excluding employee(s) of the Policyholder) visits the Policyholder's premises in Hong Kong in a business capacity during the Period of Insurance and sustains Bodily Injury resulting in Accidental death which would, had the third party been an Insured Person, have resulted in a Valid Claim under Item 1 of the Schedule of Events in this Policy, the Company will pay the Sum Insured as specified on the Policy Schedule provided that the:

- a. said third party has made a claim against the Policyholder; and
- b. Policyholder is legally liable for the Bodily Injury sustained by the third party.

## 2.17 Partner Retraining Benefit

If an Insured Person sustains Bodily Injury resulting in a Valid Claim payable under Item 1 or 2 of the Schedule of Events under Benefit 1.1, the Company will reimburse, at the Policyholder's written request, up to the maximum Sum Insured as specified on the Policy Schedule for the actual costs incurred for the training or retraining of the Insured Person's Partner who is unemployed at the time of the Accident:

- a. for the purpose of obtaining gainful employment;
- b. to improve their employment prospects; or
- c. to enable them to improve the quality of care they can provide to the Insured Person.

### SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

This Benefit is payable provided that:

- i. the Partner is aged under 65 years at the commencement of such training; and
- ii. the training is provided by a Hong Kong recognised institution with qualified skills to provide such training; and
- iii. all such expenses are incurred within 24 months from the date of Accident for which the claim depends.

## 2.18 Injury Resulting in Surgery

If an Insured Person sustains Bodily Injury whilst Overseas that directly results in them undergoing any Medically Necessary surgery as listed in the table below within twelve (12) months from the date of Accident, the Company will pay the Sum Insured as specified on the Policy Schedule for any one Accident.

**Table for Bodily Injury Resulting In Surgery**

Type of Surgery	Percentage of Sum Insured payable per Insured Person as specified on the Policy Schedule
Craniotomy	100%
Amputation of a Limb	100%
Fracture of Limb requiring open reduction	50%
Dislocation of joint requiring open reduction	25%

## 2.19 Unexpired Membership Fees

If an Insured Person sustains Bodily Injury that results:

- a. in a Valid Claim payable under Items 1 to 9a) of the Schedule of Events under Benefit 1.1; or

b. in Temporary Total Disablement and/or Temporary Partial Disablement for which a Medical Practitioner certifies in writing that this will continue for a minimum period of 26 weeks under this Policy, and there is medical evidence showing that the Insured Person is unable to continue their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, the Company will pay a pro-rata refund of such fees paid for the current season or membership period, up to the maximum Sum Insured specified on the Policy Schedule.

## 2.20 Parent Care Benefit

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If an Insured Person sustains Bodily Injury that results in a Valid Claim under Item 1 of the Schedule of Events under Benefit 1.1 and is survived by a Parent(s), the Company will pay the Sum Insured as specified on the Policy Schedule for each surviving Parent, up to a maximum of 2 surviving Parents for each Insured Person.

## 2.21 HIV due to Blood Transfusion

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If an Insured Person sustains Bodily Injury requiring a blood transfusion, and is accidentally infected with the Human Immunodeficiency Virus (HIV) within 30 days from the date of Accident, the Company will pay the Sum Insured as specified on the Policy Schedule.

### SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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This Benefit is payable provided that:

- a. the blood transfusion was Medically Necessary or given as part of Insured Person's medical treatment;
- b. the blood transfusion was received in Hong Kong;
- c. the source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- d. the Insured Person does not suffer from thalassemia major or haemophilia;
- e. written proof of the Accident giving rise to the infection is reported to the Company within 30 days of the Accident taking place; and
- f. written proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented Accident. This written proof must include a negative HIV antibody test conducted within 5 days of the Accident.

### SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. any treatment rendering the HIV inactive or non-infectious; or
- b. any HIV infection resulting from any other means including sexual activity and the use of intravenous drugs.

## 2.22 Ambulance Benefit

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If an Insured Person sustains Bodily Injury and requires ambulance transportation as deemed Medically Necessary either:

- a. To the Hospital from the Accident site;
  - b. From the Hospital to their Home upon discharge; or
  - c. Between Hospitals as recommended by the attending Medical Practitioner;
- the Company will reimburse the actual ambulance fees up to the maximum Sum Insured as specified on the Policy Schedule for any one Accident.

## 2.23 Outpatient Transportation Expenses

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If an Insured Person sustains Bodily Injury resulting in a Valid Claim payable under Items 2 to 9(a) of the Schedule of Events under Benefit 1.1 and is Hospitalised, the Company will reimburse the reasonable costs incurred for a chauffeur or taxi or registered e-hailing service vehicles booked through relevant e-hailing platforms to convey the Insured Person from their Home or usual place of work to the Hospital or out-patient clinic for their follow-up out-patient treatments within 12 months from their date of Accident, up to the maximum Sum Insured shown on the Policy Schedule for any one Accident.

## 2.24 Major Head Trauma

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If an Insured Person sustains Bodily Injury to the head resulting in Major Head Trauma, the Company will pay the Sum Insured as specified on the Policy Schedule.

**SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY:**

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**Major Head Trauma** is an Accidental head injury resulting in Permanent Neurological Deficit to be assessed no sooner than six (6) months from the date of the Accident. This diagnosis must be confirmed by a Medical Practitioner who is a licensed neurologist that the neurological deficit is likely to continue for more than 12 consecutive months from the date of the Accident and supported by relevant findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

**SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:**

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with any spinal cord injury.

**2.25 Catastrophic fatal accident**

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In the event of 5 or more Insured Persons sustaining Bodily Injury resulting in a Valid Claim for Item 1 of the Schedule of Events under Benefit 1.1 in the same Accident, the Company will additionally pay the Sum Insured as shown on the Policy Schedule.

**2.26 Loss of or damage to personal belongings due to assault**

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If an Insured Person sustains Bodily Injury as a result of an unprovoked assault that results in loss or damage to their clothing and personal articles, the Company will reimburse the actual costs incurred for the replacement of the lost or damaged clothing and personal articles up to the maximum Sum Insured as specified on the Policy Schedule. For the avoidance of doubt, the Company will only pay up to HKD1,000 for any loss relating to cash, cash equivalents or bank notes of any kind during any one Period of Insurance.

This extension applies only to a policy with a Period of Insurance of at least 12 months and up to the maximum Sum Insured specified during any one Period of Insurance.

Where reasonably possible the Insured Person must report all losses to the police or obtain a property irregularity report, whichever is appropriate.

**SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY:**

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The Company will not pay any claim in connection with:

- a. more than HKD1,000 for any one article, pair or set;
- b. any manuscripts, plans, drawings, designs, patterns, models or moulds;
- c. any bonds, negotiable instruments, securities, business books or computer systems records;
- d. any loss due to chipping, scratching or breakage of glass, china or other fragile articles;
- e. any loss or damage due to:
  - i. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - ii. mechanical or electrical failure or breakdown,
  - iii. any process of cleaning, dying, restoring, repairing or alteration;
- f. any loss of or damage to vehicles, their accessories or spare parts; and
- g. any loss or damage caused by delay, detention or confiscation by order of any public authority.

**2.27 Chauffeur or Taxi**

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If an Insured Person sustains Bodily Injury resulting in a Valid Claim payable under "Weekly Indemnity for Temporary Partial Disablement" Benefit, the Company will reimburse the reasonable costs incurred for a chauffeur or taxi or registered e-hailing service vehicle booked through the relevant e-hailing platform, to convey the Insured Person from their Home to their usual place of work with Policyholder and back Home, up to the maximum Sum Insured shown on the Policy Schedule for any one Accident.

This Benefit is claimable only within the Valid Claim period of weekly payouts under "Weekly Indemnity for Temporary Partial Disablement" Benefit, even if the Sum Insured has not been exhausted.

**2.28 Replacement Staff and Recruitment Costs**

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If an Insured Person sustains Bodily Injury that results in a Valid Claim under Item 1 of the Schedule of Events under Benefit 1.1, the Company will reimburse the actual reasonable costs incurred by the Policyholder for the recruitment of an employee to replace the Insured Person on a permanent basis up to the maximum Sum Insured as specified on the Policy Schedule. For the avoidance of doubt, this Benefit does not provide cover for any remuneration paid to the replacement employee. Such costs must be incurred within three (3) months from the date of Accident and be necessary for the continuation of the Policyholder's business. This cover is subject to the

Policyholder giving the Company a signed undertaking that any amount paid to the Policyholder will be repaid to the Company, if it is later found that a Valid Claim did not or will not eventuate.

## 2.29 Domestic Assistance Benefit

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If an Insured Person sustains Bodily Injury that results in the Insured Person's Permanent inability to perform at least 3 out of the 6 Activities of Daily Living, the Company will reimburse for any one Accident, the costs of engaging domestic assistance services required by the Insured Person to assist with their Activities of Daily Living at the Insured Person's residence, up to the maximum Sum Insured as specified on the Policy Schedule.

### SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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The domestic assistance provided must be verified as Medically Necessary by the attending Medical Practitioner and must be hired from a registered service provider. It cannot be provided by an Insured Person's Relative or existing domestic helper and does not include care or assistance in a nursing home or convalescent home.

## 2.30 Independent Financial Advice Benefit

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If an Insured Person sustains Bodily Injury that results in a Valid Claim under Items 1 to 11 of the Schedule of Events under Benefit 1.1 within 1 year from the date of Accident, the Company will reimburse additionally up to the maximum Sum Insured as specified on the Policy Schedule for the actual costs incurred for professional financial planning advice provided by a qualified financial planner.

The financial planner cannot be the Policyholder, an Insured Person, or Insured Person's Relative.

## 2.31 Compassionate Critical Income Benefit

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If an Insured Person sustains Bodily Injury that results in a Valid Claim under Item 1 of the Schedule of Events under Benefit 1.1 and the Insured Person is survived by their Partner, Parent or Dependent Child(ren), the Company will pay a critical income monthly as per the Sum Insured as specified on the Policy Schedule, up to a maximum of 12 consecutive months.

## 2.32 Political Evacuation

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The Company will pay the reasonable and necessary costs of

- a. an economy class fare to return the Insured Person to their Country of Residence by Conveyance, where available, or
- b. an economy class fare to transport the Insured Person to a safe location and return them back to their country from which they were evacuated or to their Country of Residence using Conveyance where the Insured Person is unable to return to their Country of Residence. In addition, the Company will pay reasonable and necessary costs of accommodation actually incurred at the safe location, up to the Sum Insured as shown on the Policy Schedule, up to a maximum period of 14 days,

when the Insured Person is on Business Trip outside Insured Person's Country of Residence for one of the following reasons:

- a. Appropriate Authorities recommend that certain categories of persons, which include the Insured Person, should leave that country;
- b. The Insured Person is expelled from or declared persona non grata in the country where they are located; or
- c. There is total seizure, confiscation or expropriation of property, plant or equipment belonging to the Policyholder or the Insured Person.

*The Company has dedicated a 24-hour crisis response contact telephone number which the Policyholder must contact in the event of an emergency evacuation as mentioned above. Details of the crisis hotline is as follows:*

**Emergency Helpline: + 1 817 826 7000**

*This number is a dedicated crisis response contact hotline and should only be used for notification of an incident, situation or occurrence which may give rise to an event under this Benefit. Please provide the Insured Person's name, the Policyholder's name, this Policy number, the telephone number at which the Insured Person can be reached at and the nature of the assistance required upon contacting the crisis response team.*

### SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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**Appropriate Authorities** means any legally empowered regulatory, governmental or local authority of the Home Country or Country of Residence, whichever is applicable.

## SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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In the event the Insured Person cannot be returned to their Country of Residence immediately, the Company will, at the Company's sole discretion, decide where to send the Insured Person before returning the Insured Person to their Country of Residence.

## SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. The Insured Person violating the laws or regulations of the country from which they are to be evacuated.
- b. The Policyholder or the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation.
- c. The Policyholder or the Insured Person failing to honour any contractual obligations or bond, or to obey any conditions in a license.
- d. Debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
- e. Political unrest that was in existence prior to the Insured Person entering the country, or where its occurrence was foreseeable to a reasonable person prior to the Insured Person entering the country.
- f. Accommodation for a period in excess of 14 days for each Insured Person for any one event.
- g. Expenses that would have been incurred as part of the original travel budget or costs, such as the cost of meals.
- h. The Company will also not pay any claim under this Benefit if the Company has repatriated an Insured Person under any other Benefit of this policy.

### 2.33 Natural Disaster Evacuation

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The Company will reimburse the Policyholder for Evacuation and Repatriation Costs and for Expenses due to Natural Disaster Evacuation for an Insured Event which occurs during Insured Person's Business Trip. The limit of this Benefit is up to the Sum Insured specified on the Schedule for any one event and in all (aggregate limit) in any one 12-month period of insurance for Evacuation and Repatriation Costs.

*The Company has dedicated a 24-hour crisis response contact telephone number which the Policyholder must contact in the event of an emergency evacuation as mentioned above. Details of the crisis hotline is as follows:*

**Emergency Helpline: + 1 817 826 7000**

*This number is a dedicated crisis response contact hotline and should only be used for notification of an incident, situation or occurrence which may give rise to an event under this Benefit. Please provide the Insured Person's name, the Policyholder's name, this Policy number, the telephone number at which the Insured Person can be reached at and the nature of the assistance required upon contacting the crisis response team.*

## SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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### **Advisory**

A formal recommendation by the Appropriate Authorities that an Insured Person specifically leave the Host Country or that a class of persons which include an Insured Person leave the Host Country.

### **Appropriate Authorities**

Any legally empowered regulatory, governmental or local authority of the Home Country or Host Country.

### **Evacuation and Repatriation Costs**

Reasonable costs incurred by the Policyholder or an Insured Person for the emergency evacuation of an Insured Person within thirty days prior to an Insured Event, and ten days after an Insured Event to the nearest place of safety or for the repatriation of an Insured Person to their Home Country. Evacuation costs will be paid once per Insured Person per Insured Event.

### **Expenses**

The necessary and reasonable costs of accommodation, transportation, food, and any other reasonable and necessary expenses for up to thirty days until such time as an Insured Person can be repatriated to their Home Country.

### **Home Country**

The country / jurisdiction in which the Policyholder is based as specified on the Schedule or the country / jurisdiction of citizenship of the Insured Person.

### **Host Country**

Any country in which the Insured Person is travelling to for their Business Trip.

### **Insured Event**

Any occurrence described under Natural Disaster.

**Natural Disaster**

A volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire in the particular region in which the Insured Person is travelling.

As part of this special arrangement, the Company has a dedicated 24-hour crisis response contact telephone number which Insured Person or Insured Person's family and friends must contact in the event of a Hijack. Details of the crisis hotline is as follows:

**Emergency Helpline: + 1 817 826 7000**

*This number is a dedicated crisis response contact hotline and should only be used for notification of an incident, situation or occurrence which may give rise to an event under Core Benefit: Hijacking. Please provide the Insured Person's name, the Policyholder's name, this Policy number, the telephone number at which the Insured Person can be reached at and the nature of the assistance required upon contacting the crisis response team.*

## 2.34 Kidnap and Hostage

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If, while on a Business Trip, an Insured Person is kidnapped or taken hostage, the Company will pay the Sum Insured for each time period the Insured Person is Kidnapped or taken hostage up to the maximum Sum Insured specified on the Policy Schedule.

*The Company has dedicated a 24-hour crisis response contact telephone number which the Policyholder must contact in the event of an emergency evacuation as mentioned above. Details of the crisis hotline is as follows:*

**Emergency Helpline: + 1 817 826 7000**

*This number is a dedicated crisis response contact hotline and should only be used for notification of an incident, situation or occurrence which may give rise to an event under under this Benefit. Please provide the Insured Person's name, the Policyholder's name, this Policy number, the telephone number at which the Insured Person can be reached at and the nature of the assistance required upon contacting the crisis response team.*

### SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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**Kidnap/Kidnapped/Kidnapping** means the seizing, detaining or carrying away by force, or fraud of one or more Insured Persons (except a child by its parent or guardian), by a third party without the consent of the Insured Person and without lawful excuse.

### SPECIFIC CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO THIS POLICY

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- a. The Policyholder must notify the appropriate law enforcement agency having jurisdiction over the matter of the Kidnapping.
- b. The Policyholder must advise the Company immediately.
- c. There must be sufficient proof that the event has actually occurred.

### SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO THIS POLICY

---

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. fraudulent, dishonest, or criminal acts of the Policyholder or Insured Person;
- b. any claim where an Insured Person is Kidnapped or taken hostage within his or her Country of Residence; or
- c. any kidnap which occurs in Colombia, Iraq, Mexico, Nigeria, Philippines, Venezuela or Yemen.

## 2.35 Home Invasion

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If an Insured Person sustains Bodily Injury directly due to a Home Invasion, the Company will reimburse the actual Medical Expenses incurred within sixty (60) days from the date of Home Invasion, up to the maximum Sum Insured as specified on the Policy Schedule.

This cover is not applicable to a Home Invasion by an Insured Person's Family Member.

### SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

---

**Home Invasion** shall mean an unlawful act of violence made against an Insured Person by a person who unlawfully entered the Insured Person's permanent residence while the Insured Person was present, with the intent to commit a burglary or any other illegal act. The Home Invasion must occur while this Policy is in force and confirmed in writing by a police report.

## 2.36 Critical Illness

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If Insured Person is first Diagnosed to be suffering from a Critical Illness during the Period of Insurance, the Company will pay the Sum Insured as specified on the Policy Schedule.

### SPECIFIC DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO THIS POLICY

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#### **Critical Illness**

It is the Diagnosis of one of the following illnesses:

- a) Persistent Vegetative State (Apallic Syndrome);
- b) End Stage Kidney Failure;
- c) End Stage Liver Failure;
- d) Idiopathic Parkinson's Disease; or
- e) Muscular Dystrophy

#### **Diagnosis / Diagnosed**

It is the definitive diagnosis of a Critical Illness on an Insured Person made by a specialist Medical Practitioner based upon such specific evidence, as referred to in the definition of the particular Critical Illness concerned, or in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such Diagnosis must be supported by the Company's opinion on the medical evidence which Insured Person submitted and/ or any additional evidence that the Company may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company will have the right to call for Insured Person's examination, or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such Diagnosis shall be binding to both Insured Person and Us.

#### **Persistent Vegetative State (Apallic Syndrome)**

Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant neurologist holding such an appointment at an approved Hospital. This condition has to be medically documented for at least one month.

#### **End Stage Kidney Failure**

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

#### **End Stage Liver Failure**

End stage liver failure as evidenced by all of the following:

- Permanent jaundice;
- Ascites; and
- Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

#### **Idiopathic Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be evidenced by all of the following conditions:

- The disease cannot be controlled with medication; and
- Inability of the Insured Person to perform (whether aided or unaided) at least 3 of the 6 Activities of Daily Living for a continuous period of at least 6 months.

For the purpose of this definition, "aided" shall mean with the aid of special equipment, device and/or apparatus and not pertaining to human aid.

#### **Muscular Dystrophy**

The unequivocal diagnosis of muscular dystrophy must be made by a consultant neurologist. The condition must result in the inability of the Insured Person to perform (whether aided or unaided) at least 3 of the 6 Activities of Daily Living for a continuous period of at least 6 months.

For the purpose of this definition, "aided" shall mean with the aid of special equipment, device and/or apparatus and not pertaining to human aid.

### SPECIFIC CONDITIONS FOR THIS BENEFIT – IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

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- a. This benefit is payable if:
  - a) the Diagnosis of the Critical Illness occurs or manifests itself as a first incidence after 90 days from the Policy Effective Date;
  - b) the signs or symptoms of such Critical Illness first manifests itself after 90 days from the Policy Effective Date; and

- c) Insured Person survives for at least 30 days after the Critical Illness Diagnosis. If Insured Person is on a life support system for more than 3 days during these 30 days, the period that Insured Person must survive will extend by one day for each day (beyond 3 days) that they remain on life support.
- b. The Company will only pay for one Critical Illness Diagnosed on Insured Person during the Period of Insurance and this benefit will terminate immediately upon such payment.

#### SPECIFIC EXCLUSIONS FOR THIS BENEFIT – IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO ALL SECTIONS

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The Company shall not pay under this Policy any claim arising from, resulting in or in connection with any critical illness or medical condition diagnosed prior to the Policy Effective Date in the same body or organ site as the Critical Illness or which subsequently metastasised into the Critical Illness.

## 3.0 Optional Benefits

### Option A – 3.0 Medical Reimbursement

#### 3.1 Accident Medical Reimbursement

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If an Insured Person sustains Bodily Injury, the Company will reimburse the Medical Expenses incurred to treat a Bodily Injury sustained by the Insured Person within 12 months from the date of Accident, up to the maximum Sum Insured shown on the Policy Schedule for any one Accident.

The Company will only reimburse the cost for treatments by a Chinese Physician, licensed chiropractor, licensed podiatrist or licensed physiotherapist (if the physiotherapy, chiropractic or podiatric treatment is deemed Medically Necessary by the attending Medical Practitioner and given a written medical referral by them in respect of a Bodily Injury), up to the sublimit of the Sum Insured for Benefit 3.1 as stated on the Policy Schedule.

If an Insured Person is entitled to a refund of all or part of such expenses from any other source, the Company will only pay the amount of expenses incurred over and above the refunded amount up to the Sum Insured shown on the Policy Schedule.

#### SPECIFIC EXCLUSIONS - IN ADDITION TO THE GENERAL POLICY EXCLUSIONS APPLYING TO ALL SECTIONS

---

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- a. Any cosmetic, plastic surgery or elective surgery or treatment, unless necessitated by a Bodily Injury caused by an Accident.
- b. Any medical transportation services.
- c. Any health supplements including but not limited to vitamins, prebiotics, probiotics and skin care products whether prescribed by a Medical Practitioner or purchased over the counter.
- d. Experimental, elective or investigative procedures.
- e. Any expenses incurred from using a Hospital for addiction treatment or as a nursing, convalescent or rehabilitation place.
- f. Any injuries to teeth occurring during eating activities (e.g. biting and chewing).
- g. Any other alternative medicine practice that is not mentioned above.

### Option B – 4.0 Weekly Income

#### 4.1 Weekly Indemnity for Temporary Total Disablement

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If an Insured Person sustains Bodily Injury resulting in Temporary Total Disablement, the Company will pay a weekly Sum Insured for the days of the Temporary Total Disablement as a result of such Bodily Injury as specified on the Policy Schedule up to a maximum of 104 consecutive weeks for any one Accident, provided that the:

- a. Temporary Total Disablement is certified to occur within 12 months from the date of the Accident;
- b. Insured Person is employed by the Policyholder at the time of the Accident and throughout the period of the claim; and
- c. Insured Person is under the continuous care of and acting in accordance with the instructions or professional advice of the attending Medical Practitioner during the period of the claim.

For the avoidance of doubt, in the event an Insured Person sustains Bodily Injury resulting in Temporary Total Disablement for less than a full week, the sum payable under this Benefit would be pro-rated.



This Benefit is not payable in excess of 104 weeks in the aggregate for both this benefit and 'Weekly Indemnity for Temporary Partial Disablement' Benefit, for any one Accident.

#### 4.2 Weekly Indemnity for Temporary Partial Disablement

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If an Insured Person sustains Bodily Injury resulting in Temporary Partial Disablement, the Company will pay a weekly Sum Insured for the days of the Temporary Partial Disablement as a result of such Bodily Injury as specified on the Policy Schedule up to a maximum of 104 consecutive weeks for any one Accident, provided that the:

- a. certified Temporary Partial Disablement follows immediately from Temporary Total Disablement and arising from the same Bodily Injury;
- b. Insured Person is employed by the Policyholder at the time of the Accident and throughout the period of the claim; and
- c. Insured Person is under the continuous care of and acting in accordance with the instructions or professional advice of the attending Medical Practitioner during the period of the claim.

This Benefit is not payable in excess of 104 weeks in the aggregate for both this benefit and 'Weekly Indemnity for Temporary Total Disablement' Benefit, for any one Accident.

## GENERAL POLICY EXTENSIONS

This Policy shall extend to cover the following, subject to:

- a. any restrictions mentioned below, and
- b. all other terms and conditions of the Policy.

If there is any conflict or inconsistency between these General Policy Extensions in this Section, and other terms, conditions and exclusions of this Policy, then these General Policy Extensions shall prevail to the extent that such conflict and inconsistency relates.

### 1. Strike, Riot, Civil Commotion and Terrorism

---

This Policy is extended to cover the Insured Person for Bodily Injury sustained as a result of Strike, Riot, Civil Commotion or Terrorism. The Company will not pay under this Policy any claim arising from, resulting in or in connection with the Insured Person's own participation or provocation of any such act or if such act could reasonably have been avoided by the Insured Person.

### 2. Hijack, Murder and Assault

---

This Policy is extended to cover the Insured Person for Bodily Injury sustained as a result of being a victim of hijack, murder or assault. The Company will not pay under this Policy any claims arising from, resulting in or in connection with Insured Person's own participation or provocation of any such act.

### 3. Drowning And Suffocation

---

This Policy is extended to cover the Insured Person for Bodily Injury as a result of drowning or suffocation or inhalation of smoke, poisonous fumes or gases. The Company will not pay under this Policy any claim arising from, resulting in or in connection with the Insured Person's own willful or intentional act.

### 4. Miscarriage due to an Accident

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This Policy is extended to cover the Insured Person for Accidental miscarriage as a result of Bodily Injury and which is not attributed to any natural causes and/or Sickness relating to pregnancy or childbirth.

### 5. Accidental Food/Drink Poisoning

---

This Policy is extended to cover the Insured Person for Bodily Injury directly as a result of accidental food or drink poisoning.

### 6. Animal Or Insect Bites

---

This Policy is extended to cover the Insured Person for Bodily Injury directly resulting from insect or animal bites. This excludes any claims in connection with any Sickness other than contracting dengue fever.

### 7. Motorcycling

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This Policy is extended to cover an Insured Person for Bodily Injury sustained as a result of riding on a motorcycle either as a licensed rider or a pillion-rider, provided that at the time of the Accident, the Insured Person was wearing a safety helmet, abiding by all applicable road laws of that jurisdiction that they are travelling in, and not engaging in or practising for any racing or hill climbing contests, reliability trials, sand speed or duration testing.

## GENERAL POLICY EXCLUSIONS

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

1. Any War, Civil War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), Insurrection, Rebellion or Revolution.
2. Any Pre-existing Conditions, congenital or heredity conditions.

3. An Insured Person's suicide or attempted suicide, intentional self-inflicted injury whether sane or insane, intoxication, deliberate or reckless exposure to danger (except in an attempt to save human life) or attempt to commit or if committed any criminal or illegal act or whilst in violation or attempted violation of the law or resistance to arrest.
4. An Insured Person engaging in a sport in a professional capacity or where such person would or could earn income or remuneration from engaging in such sport, which in totality could account for more than 15% of their annual income from all sources.
5. An Insured Person employed by the armed or air forces, navy, police, fire service, civil defence forces, with the exception of peace time reservist duty under any statute.
6. An Insured Person engaging in any of the following occupations or activities:  
Air crew / ship crew, professional sports people, stuntman, occupations involved in underwater activities like diving, offshore rig, onboard vessel risk (stationery or offshore) and similar, stevedores, forestry, logger, humanitarian/missionary and emergency response groups, underground mining, tunnelling or open cast mining, quarry workers, professional entertainers (defined as anyone who makes more than 50% of their income from the entertainment activities), motorcycling for professional use, delivery(including couriers, taxi drivers), media companies that have international correspondents, security workers/guards, bodyguards, peacekeeping forces and similar groups or exposures, working with chemicals, biological, explosive, nuclear material, window cleaners above 2 floors or working at heights above 30 feet, work with heavy machinery manual work and manual work performing in the construction site.

## GENERAL POLICY CONDITIONS

### 1. Condition precedent to liability

The Policyholder and Insured Person must follow the terms and conditions of this Policy in order to qualify for any payment under this Policy. The Policyholder's and Insured Person's failure to do so will invalidate all claims made under this Policy.

It is a condition precedent to cover under this Policy that any premium due must be paid and actually received in full by the Company (or to the registered broker or registered agent through whom this Policy was effected) before the expiry of the Premium Warranty Period.

### 2. Addition and Deletion of Insured Persons and Premium Adjustment

If this Policy is issued on a "named basis" specified on the Policy Schedule, the following provisions shall apply:

- a. Any addition or revision in Sum Insured of the Insured Person is to be declared in writing to the Company by the Policyholder prior to the commencement of coverage. Additional pro-rated premium will be charged to the Policyholder from the effective date of added or revised coverage, as specified in the written notice to the Company;
- b. Any deletion of the Insured Person from coverage of this Policy or termination of employment in respect of the Insured Person is to be declared in writing to the Company by the Policyholder as soon as possible but, in any event, within 90 days of the effective date of such deletion or termination of employment. Pro-rated premium will be refunded to the Policyholder from the effective date of such deletion or termination of employment, as specified in the written notice to the Company.

If this Policy is issued on an "unnamed basis" specified on the Policy Schedule, the following provisions shall apply:

- a. Any new Insured Person whom the Policyholder may employ during the Period of Insurance will be automatically covered from the day such employee is employed by the Policyholder, provided that such employee is within an occupation category similar in nature to that specified on the Policy Schedule. Any existing Insured Person shall automatically cease to be covered upon the effective date of their resignation, cessation or termination of employment. The Policyholder shall provide written proof of employment with the Company in the event of a claim.
- b. The Policyholder undertakes to declare the actual headcounts/Sum Insured at the end of each Period of Insurance to the Company for premium adjustment purposes, which will be performed on an averaging basis. The adjustment of premium will be calculated based on the headcount/total Sum Insured declared at the end of the Period of Insurance less the headcount/total Sum Insured at the beginning of the Period of Insurance and divide the balance by 2.

The adjustment of Premium upwards or downwards, as the case may be, is subject to the Company's minimum policy premium of HKD2,500 (including levy), unless otherwise agreed and endorsed.

### 3. Reasonable Care

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The Policyholder and Insured Persons must take all reasonable steps to prevent and mitigate any accident or loss including compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### 4. Governing Law

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This Policy is subject to the exclusive jurisdiction of Hong Kong and is construed according to the laws of Hong Kong.

### 5. Alteration of Risk

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The Policyholder must inform the Company as soon as possible if circumstances occur that result in a material change in risk which may include, but is not limited to, any change in the nature of business of the Policyholder and/or in the nature of the employment or occupation of the Insured Person(s). The Company reserves the right at the time of notification to decide whether to provide cover and, if so, to establish a separate rate and premium, and, if appropriate, terms to provide coverage for any such change in writing. The Policyholder shall pay any additional premium that is required.

### 6. Clerical Errors

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Clerical errors made by the Company shall not invalidate insurance otherwise validly inforce, nor continue or validate insurance otherwise not validly inforce.

### 7. Assignment

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The Policyholder must not assign this Policy or any rights described within this Policy unless agreed by the Company in writing.

### 8. Currency

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Premiums and Benefits payable under this Policy shall be in Hong Kong Dollars unless otherwise stated on the Policy Schedule or any subsequent Endorsements.

- a. Premium: All premiums must be paid in Hong Kong dollars by the Hong Kong registered Policyholder and/or entities registered or incorporated in Hong Kong only.
- b. Claims: All payments will be made in Hong Kong dollars. Any settlement in foreign currencies agreed by the Company will be subject to the exchange rates determined by the Company on the date of Accident. The Policyholder or Insured Person will bear all the administration and costs of conversion. All claims are to be paid to the Hong Kong registered or incorporated Policyholder and/or entities registered or incorporated in Hong Kong only.

### 9. Offset Clause

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If Insured Person is entitled to receive a reimbursement of all or part of claimed expenses from any other source or other insurance policy for any of the Benefits in this Policy, the Company will only be liable for the excess of the amount recoverable from such other source or insurance, up to the maximum Sum Insured specified on the Policy Schedule. This condition is only applicable to Benefits whereby payment is made on a reimbursement basis.

### 10. Interest on amounts payable

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The Company will not pay interest on any amount payable under this Policy.

### 11. Maintenance of Records

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The Policyholder shall maintain records of material information of each Insured Person. These records may include, but not be limited to, substantiation and corroboration of the Insured Person's earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation. The Company has the right to examine these records at any time during the Period of Insurance and within 3 years after the expiration of the respective Period of Insurance or until the adjustment and settlement of all claims, whichever is later.

## 12. Premium Payment Warranty

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Premium Payment Warranty refers to:

1. Notwithstanding anything herein contained but subject to sub-clause 2 below, if the Period of Insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the policy or, the renewal thereof.
2. In the event that any premium due is not paid and received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
  - i. the cover under this Policy or renewal is automatically terminated immediately after the expiry of the said 60-day period;
  - ii. the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - iii. the Company will be entitled to a pro-rata time on risk premium subject to a minimum of HKD1,000.
3. If the Period of Insurance is less than 60 days, any premium due must be paid and received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

## 13. Rights of Third Parties

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A person who is not party to this Policy including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this Policy.

## 14. Misrepresentation or Fraud

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Any misrepresentation (including fraud), misdescription, non-disclosure or concealment of any material information connected with the application, proposal and declaration (if provided) for this Policy, for ongoing/subsequent disclosures or in connection with a claim made, will make this Policy invalid. In this event, the Company will not refund any premiums paid and the Company will not consider making payments for any claims submitted to the Company. The Company will report the matter to the Police if deemed necessary. The Company also reserves the right to recover any amount paid to the Policyholder/Insured Person in respect to any fraudulent claims submitted.

## 15. Sanctions

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The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

## 16. Settlement of Disputes / Arbitration

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Any dispute, controversy or difference arising out of or relating to this Policy which cannot be resolved by negotiation between the parties within thirty (30) days of either party having given notice to the other party of such dispute, controversy or difference, such dispute, controversy or difference shall be referred to and finally resolved by arbitration seated in Hong Kong, administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The number of arbitrators shall be one (1). If the parties fail to agree on the choice of an arbitrator, the Chairperson of HKIAC shall appoint one (1). The arbitration proceedings shall be conducted in English.

## 17. Discharge of Liability

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The proof of payment by the Company to the Policyholder and/or Insured Person and/or designated provider of service for any Sum Insured payable herein shall in all cases be effectual discharge of liability of the Company.

## 18. To Whom Indemnity is Payable

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All indemnities of this Policy are payable to the Policyholder or, at Policyholder's written request to the Insured Person, except for Emergency Medical Evacuation and Repatriation of Remains where relevant amounts will be paid directly to the provider of service in accordance with the terms of this Policy. The process of claim including settlement will be handled directly between the Company and the Policyholder whose sole discharge will constitute full and final discharge of the claim lodged.

Unless otherwise agreed and approved by the Company, all claim settlements to the Policyholder are to be paid to the Hong Kong registered or incorporated Policyholder and/or entities registered or incorporated in Hong Kong only.

## 19. Termination and Renewal

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This Policy will continue to be in force until the end of the Period of Insurance. This Policy may be renewed for consecutive periods by the payment of the premium prior to the expiry of the Period of Insurance or as provided under 'Condition 12, Premium Payment Warranty' of the *General Policy Conditions*. We reserve the right to decline any renewal, or amend premium rates, Benefits, terms and conditions of this Policy by the end of any Period of Insurance.

## 20. Data Privacy

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The Insured Person and/or Policyholder has/have read the Company's Privacy Policy, which can be found in full at [www.aig.com.hk/privacy-policy](http://www.aig.com.hk/privacy-policy), and agreed that their Personal Data may be collected, processed, and transferred by the Company in accordance with the Privacy Policy. In particular, they agree and represent that:

- (a) The personal data collected during the application process or administration of this Policy may be used by the Company for the purposes stated in its 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) The Company may use the Insured Person's contact details (name, address, phone number and e-mail address) to contact him/her via physical mailers, telephone calls, SMS and e-mail about other insurance products provided by the AIG group.
- (c) Any personal data that identifies a third party, provided by the Insured Person and/or the Policyholder to the Company, is provided in compliance with applicable laws and regulations, and the Company's Privacy Policy.
- (d) The Company 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 jurisdiction; or
  - vi. other parties referred to in the Company's Privacy Policy for the purposes stated therein.

The Insured Person may gain access to, or request correction of their personal data (in both cases, subject to a reasonable fee), or amend or withdraw their consent to the Company's use of their contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box456 or [cs.hk@aig.com](mailto:cs.hk@aig.com). The same addresses may be used to contact the Company with any comments in relation to the services it provides.

## 21. Feedback

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Every effort is made by the Company to ensure that the Policyholder and Insured Person receive a high standard of service. For any feedback, the Policyholder or an Insured Person can contact us at <https://www.aig.com.hk/contact>. The Policyholder should quote its name, the Insured Person's name and policy number as shown on the Policy Schedule.

# CANCELLATION & REFUND

## CANCELLATION RIGHT OF COMPANY

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The Company can cancel this Policy:

1. by giving 30 days' prior written notice to the Policyholder's last known address or via email.
2. immediately if the Policyholder fails to make the premium payment within the period stated under 'Condition 12, Premium Payment Warranty' of the General Policy Conditions. No Benefits will be payable for any claim that occurs during a period for which premium was not received.

On cancellation of the Policy:

- a. If no claim has been made, the Company will refund the pro-rated premium for the remaining Period of Insurance to the Policyholder.
- b. If a claim has been paid by the Company in the current Period of Insurance, no return premium will be paid.
- c. If an incident has occurred that could give rise to a claim under this Policy, then no return premium will be considered until the Company and the Policyholder finalises the claim and subsequently, if the claim is paid, no return premium will be paid to the Policyholder.

## CANCELLATION RIGHT OF THE POLICYHOLDER

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Provided there is no claim made on the Policy, the Policyholder can cancel this Policy by giving 30 days' prior written notice to the Company. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier.

On cancellation of the Policy by the Policyholder, the Company will refund any portion of the premium paid that has not been deemed to be earned by the Company. The premium deemed to be earned will be calculated as a percentage of total premium as set out below, but in no event will be less than the Company's minimum premium.

### Period Covered not exceeding / Short period rates of annual Premium

2 months	40% of annual premium
3 months	50% of annual premium
4 months	60% of annual premium
5 months	70% of annual premium
6 months	75% of annual premium
Over 6 months	100% of annual premium

The Policyholder is not allowed to cancel a Policy which has a Period of Insurance of less than 1 year. Cancellation shall be without prejudice to any event giving rise to a claim under this Policy prior to the effective date of such cancellation.

## AUTOMATIC TERMINATION OF POLICY

This Policy will automatically terminate for an Insured Person on the earliest of the following events:

- a. this Policy is cancelled for reasons stated under section 'Cancellation & Refund';
- b. the Policyholder requests that an Insured Person be removed from this Policy;
- c. where the Insured Person ceases their employment, affiliation, or association with the Policyholder as declared by the Policyholder;
- d. of an Insured Person's death, from any cause;
- e. the Insured Person ceases to satisfy any of the requirements as specified under section 'Eligibility';
- f. the Insured Person is paid the maximum Sum Insured for certain Benefits where such termination of the Policy is specified under the Specific Conditions of that Benefit; or
- g. any fraud or misrepresentation to the Company discovered as mentioned under 'Condition 14, Misrepresentation or Fraud' of the General Policy Conditions.

## CLAIMS PROCEDURE

### Steps To Make A Claim

The Policyholder or Insured Person must notify the Company as soon as reasonably practical (see Claim Notification below) after the event which could give rise to a claim under this Policy as specified below:

- a. Prepare the relevant basic supporting documents according to <https://www.aig.com.hk/campaign-pages/anh-claims-procedure>;
- b. Submit a claim and evidence within 90 days (including events that may trigger the Accidental Death and Permanent Disability Benefit) after the event which could give rise to a claim to AIG Claims Digital Portal (<https://digitalclaims.aig.com/cdp-lite>).

The Company may request for additional documents depending on nature and circumstances of the claim in which case the Company will contact the Claimant.

## Compliance

The Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow a Medical Practitioner's advice and use such appliances or remedies as may be prescribed in the event of a Bodily Injury when making a claim.

## Claim Notification

- a. The Company must be notified as soon as it is reasonably practical and in any event within 30 days after the date of Accident which leads to a claim.
- b. Failure to comply with (a) above may result in the Company's rejection of all or part of the claim. Reasons include, but are not limited to, if it is made so long after the event that the Company is unable to investigate it fully. Failure to comply with (a) above may also result in the Insured Person not receiving the full amount claimed if the amount payable changes as a result of the delay.

## Burden of Proof

If the Company asserts that by reason of any of the terms, conditions and exclusions listed that an event is not covered by this Policy, the burden of proving the contrary shall be on the Claimant.

## Claims Evidence / Information

- a. The Company must be provided with all reasonable and necessary evidence required by the Company to support a claim within ninety (90) days (including events that may trigger the Accidental Death and Permanent Disability Benefit) after the date of Accident which leads to a claim. Information provided to the Company to support a claim includes but is not limited to original reports, invoices and receipts, medical reports and certificates and other documents (such as translation of a foreign-language document into the English language), confirmed by oath if necessary. If the evidence supplied is insufficient, the Company will confirm the additional information required. Any required additional information in support of the claim must be submitted to the Company as soon as possible and in any event not later than sixty (60) days after the issuance of a written notice of such requirement by the Company.
- b. If the Company does not receive the evidence or additional information required within the respective time periods advised, the Company may reject the claim or withhold payment in the likelihood of a valid claim until such evidence or additional information has been received. The Company may close the claims process if such evidence or additional information is not received within the respective time periods advised.
- c. Where medical certificates or reports are required, the Company will only accept original medical certificates or reports issued by the attending Medical Practitioner. For avoidance of doubt, medical certificates or reports issued by other practitioners, including traditional medical practitioners, traditional Chinese medicine practitioner or chiropractors will not be accepted except as provided under section 'Accidental Medical Reimbursement'. All certificates, information and evidence required by the Company shall be furnished at the Policyholder / Insured Person's expense.
- d. The Company may refuse to pay any claim for which the Claimant cannot provide original receipts and invoices.
- e. The Company may, at its expense, require the Insured Person to undergo a medical examination by Medical Practitioners nominated and selected by the Company whose opinion shall be binding on both the Insured Person and the Company, before the initial or additional Sum Insured can be paid.
- f. The Company may, at its expense, arrange an autopsy unless this is illegal in the jurisdiction in which the autopsy is to be performed.

## Settlement of Claim

- a. A claim will be paid in accordance with the Policy's terms and conditions. It can only be made once the Company has received the information it requires to investigate and verify the claim (including information supplied) and it is satisfied that the claim falls within the Policy. A claim will generally be paid as soon as the claims process is finalised and in accordance with the terms set out in the Policy.
- b. The Sum Insured for each Benefit is payable as specified on the Schedule of Benefits. Any claim payment that the Company makes under this Policy will not exceed the limit shown in the Schedule of Benefits for the claim event. The Sum Insured under each Benefit is included only for the events specified on the Policy Schedule.
- c. Unless otherwise specified in this Policy, all payments or reimbursements are payable to the Policyholder or at Policyholder's written request to the Insured Person.
- d. In the course of the Company's claims process, the Claimant is to render full cooperation to the Company and to its appointed service providers, vendors and experts, including providing face to face interviews, if and when required.



### Claims Admittance

In no case shall the Company be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the insured event giving rise to a claim, unless the claim has been admitted or is the subject of a pending legal action or arbitration against the Company.

### Subrogation

The Company shall be entitled, if the Company so desire, to take over and conduct in the Policyholder's and/or the Insured Person's name the defence of any claim or prosecution or to take legal actions in the Policyholder's and/or the Insured Person's name for the Company's benefit to claim for indemnity, damages or otherwise against any third party and the Company shall have full discretion in the conduct of such legal actions and proceedings including any settlement of the same. The Policyholder and/or the Insured Person shall promptly provide the Company all information and assistance the Company may reasonably require in respect of such recovery and/or prosecution and shall not engage in any conduct that may prejudice such recovery and/or prosecution. The Company shall not be liable for any admission, offer, promise or payment made by the Policyholder or the Insured Person without the Company's prior written consent.

### Rights to recovery

If the Company makes a payment and subsequently is made aware that the claim is not payable, the Company has the right to recover the amount paid from the Policyholder and/or Insured Person.