

# **HEALTH PROTECTION SERIES**

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, We, AIG Insurance Hong Kong Limited hereby insure and promise to pay indemnity for loss to the extent herein provided.

All periods of insurance shall begin at 12:01a.m., standard time, at the place where the Policy was issued and end in accordance with Part IV – Termination of Coverage of this Policy.

# PART I - DEFINITIONS

"Accident" means an unforeseen and involuntary event which causes an injury.

"Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organisation (hereinafter called "WHO") including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a sero-positive test for HIV.

"Activities of Daily Living" means:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- 2. Dressing the ability to put on, take off, secure and unfasten all garments and as appropriate any braces artificial limbs or other surgical appliances:
- and, as appropriate, any braces, artificial limbs or other surgical appliances;

  3. Transferring the ability to move from a bed to an upright chair or wheelchair and vice versa;
- 4. Mobility the ability to move indoors from room to room on level surfaces;
- Toileting the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- Feeding the ability to feed oneself once food has been prepared and made available.
- "Anniversary Date" means each anniversary of the effective date as stated in the Schedule of Benefits.
- "Civil War" means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.
- "Fractured Leg or Patella with Established Non-Union" means a complete break into two pieces of the patella or leg bone. The patella or the broken leg does not mend properly and function normally, and this condition will last for the remainder of Your life.
- "Immediate Family Member" means Your spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.
- "Injury" means bodily injury which is solely caused by an Accident and independently of any other cause.
- "Insured Person" wherever used in this Policy means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed
- "Loss of Fingers or Toes" means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- "Loss of Hearing" means total and irrecoverable loss of hearing.
- "Loss of Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- "Loss of Sight of Eye" means the entire and irrecoverable loss of sight.
- "Loss of Speech" means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- "Loss of Use" means total functional disablement and is treated like the total loss of said limb or organ.
- "Malignant Neoplasm" includes but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome.
- "Opportunistic Infection" includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
- "Percentage of Sum Insured" is the Percentage of Sum Insured /Compensation as stated in the Compensation Table in Part II herein.

"Permanent" means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

"Permanent Total Disablement" means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, You are totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which You are reasonably qualified by reason of Your education, training or experience; or if You have no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform Your Activities of Daily Living of like age and sex. Such disability has to be continued for a period of twelve (12) consecutive months and certified by a Registered Medical Practitioner to be total, continuous and Permanent for the remainder of Your life.

"Policy" means this Policy and any other documents referred to in Clause 1 of Part V herein.

"Policyholder" means an institution or a person is an applicant of the Policy named in the Schedule of Benefits as Policyholder, is responsible for the payment of premium for this Policy and has completed an application form incorporating premium deduction authority to Our satisfaction.

"Qualified Medical Practitioner" means any person legally authorized by the government in the geographical area of his or her practice to render medical or surgical service, but excluding a Qualified Medical Practitioner who is Your Immediate Family Member or Yourself.

"Registered Medical Practitioner" means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is Your Immediate Family Member or Yourself.

"Serious Injury" or "Serious Sickness" when You require treatment and certified by a Registered Medical Practitioner or a Qualified Medical Practitioner as being dangerous to life and unfit to travel.

"Schedule of Benefits" means the attachment to this Policy entitled "Schedule of Benefits" as may be amended by Us from time to time.

"Sum Insured" means the amount of sum insured as stated in the Schedule of Benefits.

"War" means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

"We, Us, Our" means AIG Insurance Hong Kong Limited

"You, Your, Yourself" means a person who is named as an Insured Person in the Schedule of Benefits in the Policy or subsequently endorsed hereon.

# PART II – BENEFITS

1. Accidental Death and Permanent Disablement

We agree that if during the period of insurance You sustain Injury as defined herein shall within twelve (12) months result in death, loss or disablement, We will pay You the appropriate compensation for the Event stated in the Compensation Table below.

# COMPENSATION TABLE

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

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12.	Permanent Total Loss of the Lens of one Eye	50%	
13.	Loss of or the Permanent Total Loss of use of four		
	Fingers and Thumb of		
	(a) Right Hand	70%	
	(b) Left Hand	50%	
14.	Loss of the Permanent Total Loss of use of four		
	Fingers of		
	(a) Right Hand	40%	
	(b) Left Hand	30%	
15.	Loss of or the Permanent Total Loss of use of one		
	Thumb		
	(a) both Right Joints	30%	
	(b) one Right Joint	15%	
	(c) both Left Joints	20%	
	(d) one Left Joint		
	10%		
16.	Loss of or the Permanent Total Loss of use of		
	Fingers		
	(a) two or more Right Joints	15%	
	(b) one Right Joint	5%	
	(c) two or more Left Joints	10%	
	(d) one Left Joint		3%
17.	Loss of or the Permanent Total Loss of use of Toes		
	(a) all - one Foot	15%	
	(b) great - both Joints	5%	
	(c) great – one Joint	3%	
18.	Fractured Leg or Patella with established non-union		
	10%		
19.	Shortening of Leg by at least 5cm	10%	
20.	Permanent Disability not otherwise provided for under	Events 10	to 19
	inclusive Such Companyation/Personters of Sum Insu		

COMPENSATION

inclusive.

a. Compensation shall not be payable for more than one Event as stated in the Compensation Table in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.

inclusive. Such Compensation/Percentage of Sum Insured as We shall

in Our absolute discretion determine and being in its opinion not

inconsistent with the Compensation provided under Events 10 to 19

- b. If the sum of the total paid compensation for one or more Events equal to or exceeds one hundred percent (100%) of the Sum Insured whichever is the lesser, there shall be no further liability under the Policy for Injury sustained thereafter for You. Your coverage will then be terminated.
- c. When a limb or organ which had been partially disabled prior to an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of the Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was disabled prior to the Injury.
- d. If You are left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 13 to 16 inclusive for the various disabilities of right hand and left hand will be transposed.

# EXPOSURE AND DISAPPEARANCE

By the reason of any covered Accident, You are unavoidably exposed to the elements (violent, severe or prolonged weather conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, We will pay in accordance to the Event as stated in the Compensation Table.

If Your body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on ground or at sea in which You were traveling at the time of the Injury, under such circumstances, it will be presumed that You suffered loss of life resulting from Injury covered by this Policy at the time of such disappearance, sinking or wrecking. We will pay in accordance with the Event as stated in the Compensation Table, subject to the receipt of a signed undertaking by the personal representative(s) of Your estate that any such payment shall be refunded to Us if it is later discovered that You did not suffer loss of life as a result of the Accident.

# RENEWAL BONUS

Upon each Anniversary Date of this Policy, a renewal bonus equal to five percent (5%) of the initial Sum Insured will be honored up to a maximum of twenty-five percent (25%) for five (5) consecutive years. In no event shall the renewal bonus exceed HK\$195,000 (US\$25,000) per year for each of You.

# 2. Travel Guard Services

For any emergency assistance, simply call collect to the 24-hours Travel Guard Assistance Hotline at (852) 3516 8699. Remember to quote Your name, Policy number, location (name of hospital, if any), phone number and kinds of services required when You seek assistance. We or Our authorized representative will handle Your case and the followings are available (subject to such changes and on such terms as may from time to time be dictated by Us or Our authorized representative)

- Pre-trip Assistance Service
- Lost Baggage Service
- Medical Service Directions
- Legal Referral Service
   Emergency Ticket Service
- Medical Evacuation Repatriation Services
- General Assistance Service

# 3. Emergency Medical Evacuation

When as a result of Serious Injury or Serious Sickness occurring or commencing outside Hong Kong and if in the opinion of Us or Our authorized representative, it is judged medically appropriate to move You to another location for medical treatment, or to return You to Hong Kong, We or Our authorized representative shall arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of Your condition. We shall pay the covered expenses for such evacuation up to the Sum Insured as stated in the Schedule of Benefits.

The means of evacuation arranged by Us or Our authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by Us or Our authorized representative and will be based solely upon medical necessity.

Covered expenses are expenses for services provided and/or arranged by Us or Our authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of Your emergency medical evacuation.

You or a person on Your behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

#### Exclusion

The following expenses are excluded:

- Any expenses incurred for services provided by another party for which You are not liable to pay.
- Any expenses for a service not approved and arranged by Us or Our authorized representative, except that this exclusion shall be waived in the event You or Your traveling companions cannot contact Travel Guard Assistance Hotline during an emergency medical situation for reasons beyond their control. In any event, We reserve the right to reimburse You only for those expenses incurred for service which We or Our authorized representative would have provided under the same circumstances and up to the Sum Insured stated in the Schedule of Benefits.

# Repatriation of Remains

When Your death occurs outside Hong Kong as a result of Serious Injury or Serious Sickness, We or Our authorized representative shall make the necessary arrangements for the return of Your remains to Hong Kong. We shall pay the covered expenses for such repatriation up to the Sum Insured as stated in the schedule of Benefits.

In addition to the transportation of the remains, We shall reimburse the reasonable expenses incurred at the place of death for services and supplies rendered by a mortician or undertaker, including the cost of a casket, the embalming and cremation if so elected up to the Sum Insured as stated in the Schedule of Benefits.

You or a person on Your behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

# Exclusion

The following expenses are excluded:

Any expenses incurred for services provided by another party for which You are not liable to pay. Any expenses incurred for the transportation of Your remains not approved and arranged by Us or Our authorized representative.

# PART III – GENERAL EXCLUSIONS

We will not pay under any section of this Policy for loss or liability directly or indirectly, wholly or partly arising as a result of:

- War, invasion, act of foreign enemy, hostilities, Civil War, revolution, rebellion, insurrection, military or usurped power or any warlike operations;
- 2. Violation or attempted violation of the law or resistance to arrest;
- Armed force, naval, military or air force service or operations; any flying service;
- Air travel except as a passenger in any properly licensed private and/or commercial aircraft;
- Suicide, attempted suicide or intentional self inflicted injury while or insane;
- Childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
- Acquired Immune Deficiency Syndrome (AIDS), any disease or commencing in the presence of a sero-positive test for HIV and any related



disease(s); venereal or sexually transmitted diseases;

- Psychosis, sleep disturbance disorder, mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising therefrom or from any drug accident;
- 9. the influence of alcohol or any non-prescribed drug;
- 10. any Pre-existing Condition;
- Cosmetic, plastic or any elective surgery, congenital disease or anomalies;
- Dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
- Any kind of disease (other than sickness benefits); or any loss caused by an Injury which is a consequence of any kind of disease;
- Engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport;
- Testing of any kind of conveyance; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
- Fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident;
- 17. Any additional cost of single or private room accommodation at a Hospital, charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipments: or
- 18. General or health check-up, convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary.

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

### PART IV - TERMINATION OF COVERAGE

- This Policy will be terminated:
  - when premium is not paid when due; or
  - when there is any fraud, misstatement, non-disclosure or concealment in respect of this Policy or any claim hereunder shall render this Policy null and void immediately. All the premiums paid and claims under this Policy shall be forfeited.
- The individual coverage for the Insured Person will be terminated on next premium due date when You no longer fulfil the eligibility as stated under "Item (2) – Age limit for Insured Person" of "Part V – General Provisions";
  - In the circumstances mentioned under "Compensation item (b) of "1. "Accidental Death and Permanent Disablement" of "Part II Benefits" and no premium will be returned.
- 3. The Policyholder or We may cancel this Policy at any time by written notice delivered to each other at the last known address stating cancellation shall be effective from the first day of next month following the date of such notice and the Short Rate Table below will be applied for annual payment policy. Such cancellation shall be without prejudice to any claim originating prior thereto.

# SHORT RATE TABLE

Covered Period	Charged Percentage of	
	Annual Premium	
2 months (minimum)	40%	
3 months	50%	
4 months	60%	
5 months	70%	
6 months	75%	
Over 6 months	100%	

# PART V - GENERAL PROVISIONS

# ENTIRE CONTRACT

1. The Policy, Schedule of Benefits, application, riders, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by us and such approval be endorsed hereon.

# 2. AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall only cover a) For adult – between eighteen (18) and sixty-five (65) years old, renewable up to seventy (70) years old subject to prior approval by Us; b) For child – must be unmarried and unemployed, between six (6) months and nineteen (19) years old, renewable up to twenty-three (23) years old if he/she is a full time student.

# 3. CHANGE OF OCCUPATION

If You suffer Injury after having changed Your occupation to one classified by Us as more hazardous than that stated in the application for this Policy

or while doing for compensation anything pertaining to an occupation so classified, We will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by Us for such more hazardous occupation.

If Your occupation is changed to one classified by Us as less hazardous than that stated in this Policy, We, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the Policy Anniversary Date immediately preceding receipt of such proof, whichever is the more recent.

# 4. MISSTATEMENT OF AGE

If Your age has been misstated, the premium difference would be returned or charged according to the correct age. In the event Your age has been misstated and if, according to Your correct age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then Our liability during the period that You are not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by the Policy.

### 5. STATUS CHANGE

You must take full responsibility to inform Us forthwith of any change in respect of the information provided in the application for this Policy, otherwise We reserve the right to refuse or invalidate all claims under this Policy.

### 6. TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy. However immediate notice must be given to Us in the event of Accidental Death

#### 7. FORMS FOR PROOF OF LOSS

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

# 8. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Policyholder or You given to Us, with particulars sufficient to identify the Policyholder or You shall be deemed to be noticed to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

# 9. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us in case of a claim within ninety (90) days after the date of relevant loss.

# 10. MEDICAL EXAMINATION AND TREATMENT

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

# 11. IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in this Policy will be paid immediately after the receipt of due proof, except for the indemnity in respect of Permanent Total Disablement or for periodic payment.

# 12. TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of Your life is payable to Your estate. All other indemnities of this Policy are payable to You, except under Emergency Medical Evacuation and Repatriation of Remains under "Part II – Benefits" of this Policy or any riders, if any, where benefits will be paid directly to the provider of service as indicated in each section.

# 13. LIMITATION OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this Policy prior



to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two (2) years after the time written proof of loss is required to be furnished.

### 14. LIMITATION CONTROLLED BY STATUTE

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state of which the Policyholder or You reside(s) at the time this Policy is issued, such limitation is hereby extended to agree with the minimum time permitted by such law.

# 15. ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us. We do not assume any responsibility for the validity of an assignment. No provisions of Our charter, constitution or by-laws shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

# 16. COMPLIANCE WITH POLICY PROVISIONS

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

### 17. REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

# 18. RIGHTS OF THIRD PARTIES

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

# 19. DATA PRIVACY

The Insured agrees that:

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

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

### 20. RENEWAL CLAUSE

This Policy will be renewed from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal in accordance with Your attained age. However, We reserve Our rights to make adjustment on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion.

#### 21. GRACE PERIOD

In respect of an annual payment policy, a grace period of thirty-one (31) days from the expiry date will be granted for payment of renewal premium. Otherwise, the Policy will lapse from the expiry date.

#### 22. RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or Our authorised representative for a claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, We reserve the right to recover the said sum or excess from You and/or the Policyholder.

### 23. FRAUDULENT CLAIMS

If the claim in any respect be fraudulent or if any fraudulent means or devices be used by You or the Policyholder, or anyone acting on the aforementioned's behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited.

# 24. CLERICAL ERROR

Clerical errors by Us shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

# 25. GOVERNING LAW

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This Policy is subject to the laws of the Hong Kong Special Administrative Region and the parties hereto agree to submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

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

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# 健康保障系列

當我們美亞保險香港有限公司收妥保費後,即依據保單或批註內的不承保事項、限制、條款和條件,同意承保及作出有關的賠償。 保障生效時間為保單簽發地點的標準時間零時零一分開始,而保障終止 則按照保單條款第四部份 - 保單終止為準。

第一部份 - 定義

「意外」是指不能預料及非自願的事情。

「後天免疫力缺乏症」或「愛滋病」是參照世界衞生組織之定義為標準,指人體免疫不全病毒血清測試呈陽性反應下出現的機會性感染、惡性腫瘤、人類免疫不全病毒感染性腦病變、人體免疫不全病毒之消瘦症 侯群或其他病症。

「日常生活活動」是指:

- (a) 移動能力:有能力自行由某一房間移動至另一接連的房間;
- (b) 轉移能力:有能力自行從床上轉移到坐椅或輪椅,反之亦然;
- (c) 清潔:有能力自行於浴缸或以淋浴進行清潔(包括進出浴缸或淋浴區),或以其他方法進行清潔以達滿意清潔效果;
- (d) 穿衣:有能力自行穿著及除掉一切所需衣物,如適用,亦包括支撐物、義肢、及一切手術用具;
- (e) 如廁:有能力自行進出、使用洗手間及控制膀胱及大腸的自發能力,以保持個人的衛生;及
- (f) 進食:有能力自行進行一切的進食程序。

「週年日」是指列於保障權益表內生效日期的週年日。

「內戰」是指互相毀滅的戰爭或在同一國家或民族內的公民互相對抗的 戰爭。

「折斷腿部或膝蓋而無法聯合」是指腿骨或膝蓋骨完全斷為兩截,而終身不能徹底地復原或恢復正常功能。

「直系親屬」是指你的配偶、父母、配偶父母、袓父母、子女、女婿、 兒媳、兄弟姊妹、孫/外孫或合法監護人。

「損害」是指因遭遇意外及並無其他原因下引致的身體損傷。

「受保人」是指其名字已列於保障權益表或批註內之人士。

「喪失手指或腳趾」是指掌骨與手指骨關節或蹠與腳趾骨關節之部位完 全分離。

「失聰」是指完全及無法恢復之聽力喪失。

「失肢」是指自手腕或足踝關節以上之部位完全切斷。

「失明」是指完全且無法復原之視力喪失。

「喪失言語能力」是指構成語言之口唇音、齒舌音、口蓋音、喉頭音等 之四種語言機能中,有三種以上不能發出者,聲帶全部剔除或因腦部言 語中樞神經的損傷而患失語症。「喪失功能」是指完全失去功能效用, 其賠償範圍與完全喪失手足或器官相同。

「惡性腫瘤」是指在後天免疫力缺乏症存在下出現包括但不限於卡波西 士腫瘤、中樞神經系統淋巴瘤或其他已知或未知之惡性病變,直接導致 死亡、疾病或殘廢。

「機會性感染」包括但不限於肺囊原蟲肺炎、慢性腸炎之生物體、過濾 性病毒或散佈性的真菌感染。

「保額百分率」是指保單第二部份中之損害事項表中的保額/賠償百分 率。

「永久」是指由意外之日起計連續十二個月,並於此段時間終結時並無 好轉之希望。 「永久完全殘廢」是指你蒙受損害而在意外事故後連續十二個月內完全 永久傷殘及不能從事任何工作或根據你的學歷、專業訓練或經驗而可賺 取薪金、酬勞或利益的工作;如你在蒙受損害前沒有任何業務或從事任 何職業,永久完全殘廢則指不能履行相同年齡及性別人士的日常生活活 動。無論如何,傷殘要持續十二個月及由註冊醫生證實你的餘生都是完 全、持續及永久的殘廢。

「保單」是指本保單及於本保單第五部份第一點提及的所有文件。

「保單持有人」是指作為保單申請人的機構或個人,需負責繳交保費及 填妥申請表格及附合我們要求的保費繳付方法。

「受保前已存在之狀況」是指任何疾病或狀況你於此保單生效日,保單 覆效日,或保額增加日(只限保額增加的部分),以較遲者為準,前曾接 受

「註冊醫生」或「合資格醫生」之治療或建議(a)藥物治療;或(b)確診;或(c)醫療議意見;或(d)處方服藥,或已患有任何病徵而導致向我們索償

的情況。「病徵」是指個別人士於失調或疾病前經歷的症候及跡象。

「合資格醫生」是指得到當地政府承認並准許在其管轄範圍內提供醫療 服務。但若合格醫生為你本人或你的直系親屬,則不包括在內。

「註冊醫生」是指獲取西方醫學學士學位的人士,並得到當地政府允許 提供醫療服務。但若註冊醫生為你本人或你的直系親屬,則不包括在 內。

「嚴重損害或嚴重疾病」是指你經「合格資醫生」或「註冊醫生」診查 後,確定你的身體狀況可構成生命危險及不適合旅遊。

「保障權益表」是指本保單其中之一附頁名為「保障權益表」,我們隨時有權對其作出更改。

「投保額」是指列於保障權益表內之投保金額。

「戰爭」是指戰爭(無論宣戰與否),或任何戰爭的活動,包括任何國家 利

用軍事力量去達到經濟、地理、民族、政治、種族、宗教或其他目的。

「我們、我們的、我們自己」是指美亞保險香港有限公司。

「你、你的、你本人」是指其名字已列於保障權益表或批註內之人士。

第二部份 - 保障利益

# 1. 意外死亡及永久傷殘

於保單生效期內,若你蒙受損害,並於一年內引致身故或殘廢,我們會 根據以下損害事項表作出賠償:

	損害事項表	
		賠償
損害事項		(保額百分率)
1.	意外死亡	100%
2.	永久完全殘廢	150%
3.	四肢永久癱瘓及無法痊癒	150%
4.	永久完全喪失雙眼視力	100%
5.	永久完全喪失一眼視力	100%
6.	喪失任何雙肢或任何雙肢完全失去功能	100%
7.	喪失任何一肢或任何一肢完全失去功能	100%
8.	雙耳完全失聰及完全喪失言語能力	100%
9.	永久及無法痊癒之精神錯亂	100%
10.	永久完全失聰	
	(a) 雙耳	100%
	(b) 單耳	30%
11.	完全喪失言語能力	50%
12.	永久完全喪失一眼晶狀體	50%
13.	喪失或永久完全喪失四隻手指及拇指功能	
	(a) 右手	70%
	(b) 左手	50%
14.	喪失或永久完全喪失四隻手指功能	
	(a) 右手	40%
	(b) 左手	30%



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15. 喪失或永久完全喪失一隻拇指功能

	(a)兩個右關節	30%
	(b) 一個右關節	15%
	(c) 兩個左關節	20%
	(d) 一個左關節	10%
16.	喪失或永久完全喪失手指功能	
	(a) 兩個或三個右關節	15%
	(b) 一個右關節	5%
	(c) 兩個或三個左關節	10%
	(d) 一個左關節	3%
17.	喪失或永久完全喪失腳趾功能	
	(a) 所有腳趾 —— 一隻腳	15%
	(b) 腳拇趾 —— 兩個關節	5%
	(c) 腳拇趾 —— 一個關節	3%
18.	折斷腿部或膝蓋而無法聯合	10%
19.	腿部因意外而做手術後導致縮短五厘米或以上	10%
20	[P4-1] 1465107710774Pdr=5771141442 4 7844	41) 700 (77) N. I. J. (1)

20. 一切在上述第10至19項損害事項以外的永久殘缺,我們有絕對判斷權利決定該永久殘缺的保額百分率,但不會與以上第10至19項之百分率不一致。

### 賠償:

- a. 於同一次損害中,我們只負責賠償以上任何一項之損害事項,若受 多於一項損害事項,我們則以最高賠償額者為賠償依據。
- b. 倘我們已就損害事項作出百分之一百(100%)的賠償,對於你日後再 遭遇任何損害,我們將不負任何賠償責任,你的保障會即時終止。
- c. 倘你蒙受損害前局部手足或器官已喪失功能,而在損害後變成全部 殘廢,我們會決定保額百分率作為賠償該損害所引致的殘廢部份, 而之前已喪失功能的部份則不獲賠償。
- d. 倘你慣用左手並特別申報於投保書內,則損害事項表中第13至16項 有關右手及左手之各項損害事項之保額百分率將會互相對調。

### 暴露及失蹤處理

倘若你在本保單承保範圍內發生意外,而在無法避免的情況下暴露於惡 劣天氣中(強烈或猛烈的長期天氣狀況),並於意外發生後一年內直接因 此無法避免的暴露而引致死亡或傷殘,我們將按照損害事項表賠償予 你。

倘若你乘搭之飛機,陸上或海上之交通工具發生意外,導致失蹤、墮毀 或沉沒,而你之遺體於該次意外事件發生後一年內,仍無法尋回,則我 們將視你已因該次意外事故而導致死亡,並作出賠償。但你的遺產管理 員必須簽署保簽署保證書,同意假如你仍然生存,賠償款項需退回給我 們。

# 續保紅利

於每一個保單週年日,最初的保額會增值百分之五(5%),連續續保五(5) 年後至最高百之二十五(25%)。在任何情況下,續保紅利不可超過每年每 受保人港幣195,000 (美元25,000)。

# 2.Travel Guard 國際支援服務

旅遊時若遇上任何緊急事故,只需撥電廿四小時Travel Guard國際支援 熱線 (852) 3516 8699,提供你的姓名、保單號碼、所在地點(醫院名 稱,如有)、電話號碼及尋求服務的種類。警報中心將僧跟進及提供以下 服務 (我們或我們的授權代表可能隨時提出變更服務或條款)

- 出發前的諮詢
- 遺失行李之協助
- 醫療服務指導服務
- 法律轉介服務
- 緊急機票訂購服務
- 醫療運送及遺體運返服務
- 一般資料查詢服務

# 3. 緊急醫療運送

若你於保障期間在香港以外地方蒙受或感染嚴重損害或嚴重疾病,而經 我們或我們的授權代表的意見下代理人判定,應將你運送至其他地方或 返回香港接受治療,我們或我們的授權代表會根據你的受傷或病情之嚴 重程度決定運送方式,我們會直接付還有關之受保費用,以保障權益表 內所載之最高賠償額為上限。

我們或我們的授權代表所安排之運送方式包括使用救護飛機、救護車、一般空中交通運輸工具、火車或任何其他適宜之運送方式。我們或我們的授權代表只會針對醫療上之需要選擇適當的運輸工具及最終目的地。 受保費用是指由我們或我們的授權代表提供之緊急醫療運送、服務及設備等費用。

你或你的代表必須致電Travel Guard國際支援熱線 (852) 3516 8699 作出有關安排。

# 不承保事項

以下費用不受保障:

- 任何你不應承擔由其他機構提供的服務所衍生的費用;
- 任何不是由我們或我們的授權代表同意及提供服務的費用。除非你或你的同行旅伴在緊急及不能控制的情況下無法致電Travel Guard國際支援熱線,在此情形下,我們只補償你在同一情況下我們或我們的授權代表會提供的服務而衍生的費用,以保障權益表內列明之保額為上限。

#### 4. 潰體運步

倘若你在香港以外地方因蒙受或咸染嚴重損害或嚴重疾病而引致身故, 我們或我們的授權代表會安排運送你的遺體回港。我們會直接付還有關 費用,以保障權益表內列明之保額為上限。除運送遺體的費用外,我們 可賠償有關你在身故當地進行的殯儀服務,包括棺材、防腐藥品和火化 費用,以保障權益表內列明之保額為上限。

#### 不承保事項

以下費用不受保障:

- 任何你不應承擔由其他機構提供的服務所衍生的費用;
- 任何不經我們或我們的授權代表同意及安排遺體運返的費用。

### 第三部份 - 不承保範圍

我們不承保以下事項:

- 戰爭、侵略、外敵行動、交戰、內戰、革命、叛亂、造反、軍事或 篡奪權力、或任何類似戰爭的行動;
- 2. 因觸犯或意圖觸犯法例或拒捕;
- 3. 從事或參與任何軍隊、海、陸、空軍服務或行動;飛行服務;
- 4. 以非乘客身份乘搭任何合法領有牌照的私人或商用飛機;
- 5. 自殺、意圖自殺或故意自我傷害(無論精神是否正常);
- 6. 分娩、流產、墮胎、節育、不育或妊娠,或由意外所加速或引致 的;
- 7. 後天免疫力缺乏症或於人體免疫不全病毒或有關疾病的血清測試呈 陽性反應下出現的疾病或損害;或經性接觸傳染的疾病;
- 精神病、睡眠、精神或神經失調;酒精中毒、濫用藥物或因而引致 其他併發症的治療,或所有藥物意外;
- 9. 在酒精或非處方藥物的影響下;
- 10. 受保前已存在之狀況;
- 11. 美容、整形外科或任何非必要之手術;先天缺陷或疾病;
- 12. 牙齒治療或手術,但因意外而損害健全及天然的牙齒則不在此限 (不包括假牙及有關費用);
- 13. 任何疾病(有關疾病的保障除外);或由疾病引致的損害;
- 14. 職業運動或參與該運動而可賺取的收入或報酬;
- 15. 測試任何交通工具;參與離岸活動,如商業潛水;油田鑽探、採礦或空中攝影;
- 16. 配合眼睛屈光度的眼境,助聽器,矯視器,屈光不正之治療,除非 是由意外引致的損害;
- 17. 任何因特別看護或私人看護所洐生的額外醫院房租費,非醫療的個人服務,如收音機、電視或類同的器材;採購或採用的特別支架、 儀器或裝置;或
- 18. 一般的健康檢查,復元期,監管或康復的治療,預防注射,非治療或診斷所需之化驗,或非醫療所需之治療。

我們將不負責提供本保單的任何保障或根據本保單支付任何款項,若我們就任何損失或索賠作出支付會違反任何制裁法律或規例,並由此導致我們、我們的母公司或我們的最終控制實體根據任何制裁法律或規例須繳納任何罰款。

# 第四部份 - 保單終止

- 1. 此保單將根據以下情況終止保障:
- 如保費逾期未繳,將於保費到期日終止;或
- 保險或索償中有任何欺詐、不實、拒絕陳述或隱瞞的成份,此保 單即時宣判無效,並喪失所有賠償及保費。
- 2. 你們的個別保障將根據以下情況終止:
- 當你已不能符合「第五部份 基本條款」的「第二項 受保 人之年齡限制」中所述的資格,保障會於下一個保費到期日終 止;或
- 符合「第二部份 保障利益」的「1. 意外死亡及永久傷殘 賠償b」所述的情况,而保費則不獲退回。
- 3. 保單持有人或我們可隨時以書面形式寄往或遞交至彼此最後紀錄之 地址,通知解除契約於下個月一號生效,所有年單的保費會根據以 下的短期保費表收取,此種解約並不影響任何已呈交之賠償申請。

短期保費表	
已保障的時間	年費收取的百分率
兩個月(最少)	40%
三個月	50%



四個月	60%
五個月	70%
六個月	75%
六個月以上	100%

### 第五部份 - 基本條款

### 1. 完整的保險契約

保單、保障權益表、投保書、批註及附加文件(如有者)均為本保險契約的一部份。你未有在投保書上作出的陳述,均不得作為廢除本契約或利用於法律訴訟,除非該陳述涉及詐騙。任何營業員均無權更改或刪除保單內的任何條款,所有更改需由我們簽署同意並簽發批註後,方為有效。

# 2. 受保人之年齡限制

本保單只提供保障予: a) 成年人 — 年齡由十八(18)至六十五(65) 歲,經我們批准可續保至七十(70)歲; b) 小童 — 未婚及非在職,年齡由六(6)個月至十九(19)歲,若為全日制學生,可續保至二十三(23)歲。

#### 3. 職業變更

倘若你於受傷前的職業已轉變,或為相關的工作提供服務以賺取酬勞,若根據我們的職業級別界定此更改的職業較以前列於保單內的職業危險,我們會根據此級別的價格及已收取的保費重新計算保額(不超過此級別的保額最高限制)而作出賠償。相反,若你更改的職業,根據我們的職業級別界定危險性較以前列於保單內的低,於獲得職業轉變的證明後,我們會減低價格及按比例退回多繳未賺的保費(由職業轉變當日或收到職業證明前的保單週年日計算,以較遲者為準)。

#### 4. 年齡錯誤陳述

若你的年齡被錯誤陳述,所有賠償額會按其正確年齡應付之保費而作出調整。倘你投保時其正確年齡未符合保單的要求或已超出限制,我們則只會退回保費而不負責任何承保責任。

# 5. 現況轉變

如你在投保書內所提供之資料有任何轉變,你須通知我們有關之變更,否則我們有權將所有賠償失效。

# 6. 申請賠償通知之期限

如你要申請索償,應於事件發生之日起三十日內以書面通知我們。倘 遭意外而引致死亡,應立即通知我們。

# 7. 損害之證明文件

我們於接獲該書面通知後,會將申請賠償表格送交索償人,以作填寫 損害證明之用。倘索償人於書面通知書發出後十五日內仍未收到該申 請賠償表格,索償人可將事故的發生、性質與損害程度於損害證明文 件遞交之期限前提交給我們,我們會將此書面證明視作已符合本條款 之要求。我們所需之任何證明文件,須依據我們所定之形式及性質提 交,而所需費用概由你或你的合法代理人負責。

# 8. 充足的通知期

該書面通知可由你或你的代表人送交我們,並提供足夠資料以證明保單持有人或你的身份。倘有合理的緣由不能於限期內將該書面通知送交我們,但已盡可能於限期後立即送出,則不會被視為放棄申請賠償的權利。

# 9. 損害證明文件遞送之期限

所有賠償申請的證明文件需於事故發生日後九十(90)日內呈交給我們。

# 10. 身體檢查

於處理申請賠償時,我們有權隨時要求你作身體檢查。倘若你身故,除法律不允許外,我們有權要求解剖驗屍,而費用則由我們負擔。你應於意外發生或感染疾病後迅速取得及遵從註冊醫生之醫療建議及服食處方藥物,否則我們不會為此負上任何責任。

# 11. 賠償金支付時間

當我們接獲所需的證明文件後,將立即作出合理賠償,但永久完全發廢或定期的賠償則除外。

# 12. 賠償金之受益人

倘你身故,賠償金將付予你的合法遺產承繼人,其他賠償則付予你本人。但緊急醫療運送及遺體運返(如有者)的費用則直接還付服務提供者。

# 13. 法律訴訟之時間限制

# AIG INSURANCE HONG KONG LIMITED Operations, 7/F, One Island East,

# 18 Westlands Road, Island East, Hong Kong 852 3666 7016 Telephone

依據本保單所規定之條款及期限內,將損害證明文件送交我們後,六十(60)日內不得進行法律訴訟以求賠償。倘須訴訟應於本保單規定之損害證明文件送交我們限期後二(2)年內進行,否則不得再進行訴訟

#### 14. 法律限制

倘本保單內所載有關呈交申請賠償通知書或損害證明文件之期限少於 簽發保單時保單持有人或你所居住之國家所允許之期限,則本保單將 依其法例延長至該國家所容許之最低限度的期限。

# 15. 轉讓

轉讓權益不會對我們構成任何約束力,而我們亦不會對該轉讓的有效 性承擔責任。任何轉讓證書、組織的條款或我們的法規均不可以阻礙 保單的索償,除非有關的條款已詳細列於本保單內。

### 16. 保單條款之遵從

倘你有違反本保單內所載的任何條文,所有賠償申請均不會被接納。

### 17. 保單之復效

倘保費到期未有繳訖以致保單失效,保單或可復效但必須獲得我們之 同意。我們不會負責保單失效期間發生之索償,保單彷於復效日開 始,而受保前已存在之狀況會再度執行。

# 18. 第三者權利

除受保人及我們以外,此保單未有賦予其它人士享有按《合約(第三者權利)條例》或以其它方式直接強制執行此保單條款的權益。 惟特此說明及同意只有我們及於保障列表上列明的保單持有人方可享有在無須給予其它人士通知或無須獲其它人士同意的情況下,可藉協議修改本保單或取消/終止此保單(如此保單載有此權利)的權利。

### 19. 私隱條例

受保人同意及確認:

- (a) 美亞保險可按列於其私隱政策的用途使用於處理此保單申請或 管理此保單所收集之個人資料,其用途包括核保及管理已申請 的保單(包括獲取再保險、核保續保之保單、資料配對、處理索 賠、調查、付款及行使代位權);
- (b) 美亞保險可使用受保人的聯絡資料(姓名、地址、電話號碼及電郵地址)聯絡受保人有關其它由AIG集團提供之保險產品(如美亞保險已獲受保人同意可如此使用其聯絡資料);
- (c) 美亞保險亦可向以下類別的人士 (不論在香港或海外)轉交該些個人資料,作上述列明之用途:
  - (i) 提供有關本人/吾等保單管理服務的第三者(包括再保險公司)(如上(a)項所述);
  - (ii) 財務機構,作處理此申請及收取保費(如上(a) 項所述);
  - (iii) 公證人、調查員、第三者管理人、緊急支援服務提供者、 法律服務提供者、零售商、醫療提供者、及交通工具機 構,以處理索償事宜(如上(a)項所述);
  - (iv) AIG集團授權的市場推廣公司,以作直銷之用(如上(b)項所述);
  - (v) 其它在任何國家之AIG集團之成員公司,作上述(a)及(b) 項所有列明之用途;或
  - (vi) 其它於美亞保險私隱政策所列明的人士,作於私隱政策列 明之用涂。
- (d) 受保人可隨時致函到美亞保險香港有限公司之私隱事務主任(地 址:香港郵政總局信箱456號或電郵:cs.hk@aig.com) 查閱、或要 求修改其個人資料(美亞保險可就查閱及修改要求收取合理費 用),或更改有關其個人資料被使用作直銷用途的選擇。如對 美亞保險提供的服務有任何意見,可按上述地址聯絡美亞保 險。美亞保險私隱政策的全文載於www.aig.com.hk。

# 20. 續保

於保單週年日前繳交保費,保單得以續保。我們有權更改保費、保 障、條款及條件或拒絕續保等。

# 21. 續保寬限期

年單的續期保費可於保單到期後三十一(31)日之續保寬限期內繳付, 否則保單將於到期日失效。

# 22 權利之追訴

若我們及/或我們的授權代表支付了不包括在此保單保障範圍內的索 償,或超過此保險的賠償限額時,我們會保留追討你及/或保單持有 人之權利。

# 23. 索償之欺騙

倘若保單持有人、你或你的代表人在索償中存有任何欺詐的成份, 所有賠償或保障均會作廢。

# 24. 筆誤



我們的筆誤不會令生效的保單因而失效,或令失效的保單因而生 效。

25. 法例監管

本保單受香港特別行政區法例之約束。本保單所涉及之人仕均同意 服從香港特別行政區法庭之裁決。

茲證明本保單經由美亞保險香港有限公司發行。

(此中文譯本乃供參考之用,如有異議,均以英文為準)

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