



## Senior Protector Insurance Plan

In consideration of the payment of premium, AIG Insurance Hong Kong Limited ("the Company") agrees to insure the person named on the Schedule of Benefits (hereinafter called "Insured Person") against loss covered by this Policy subject to and in accordance with the definitions, exclusions, limitations, provisions and terms described herein.

After taking effect, this Policy shall continue in effect until the date on which notice of termination is received from the Insured or until any condition contained in Termination of Coverage shall occur, and subject to all other provisions set out hereunder.

All period of insurance shall begin and end at 12:01 a.m., standard time at the place where the Policy was issued.

### Part I: Definitions

"**Insured Persons**" shall mean the Insured, his/her spouse provided that he/she is named in the application or the name is subsequently endorsed herein.

"**Injury**" shall mean bodily Injury caused by an accident occurring while the Policy is in force to the Insured Person(s) whose Injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this Policy.

"**Permanent Total Disablement**" shall mean permanent, total and continuous disablement which entirely prevents an Insured Person from attending to any business or gainful occupation (of any and every kind) or earning any wages, compensation or profit for which he is reasonably qualified by reason of his education, training or experience; or if he has no business or occupation from attending to any duties.

"**Permanent**" shall mean lasting twelve (12) consecutive calendar months from the date of accident and at the expire of that period being beyond hope of improvement.

"**Loss of Limb**" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

"**Loss of Sight of Eyes**" shall mean the entire and *permanent* irrecoverable loss of sight.

"**Loss of Speech**" shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

"**Loss of Hearing**" shall mean permanent irrecoverable loss of hearing where :-

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1000 Hertz

If c dB = Hearing loss at 2000 Hertz

If d dB = Hearing loss at 4000 Hertz

1/6 of (a + 2b + 2c + d) is above 80dB.

"**Fracture**" or "**Broken Bone**" shall mean breakage of a bone completely.

"**Burns**" shall mean tissue damage caused by the agent as heat only.

"**Degree**" shall mean the unit of measurement for the "Burns" customarily used by the local government in the place where the Policy is issued.

"**A Second Degree Burn**" shall mean both the epidermis and the underlying dermis are damaged.

"**A Third Degree Burn**" shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

"**Physician**" or "**Surgeon**" shall mean a practitioner of Occidental Medicines registered under the Medical Registration Ordinance of Hong Kong, and should a claim arise outside of Hong Kong, "Physician" or "Surgeon" shall mean a practitioner of Occidental

Medicines registered under the Laws of the Country in which the claim arises. A "Physician" or "Surgeon" may not be the Insured Person him/herself or an immediate family member of the Insured Person.

"**Hospital**" shall mean an establishment which meets all the following requirements:

- holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
- operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- provides 24-hour a day nursing service by registered or graduated nurses;
- has a staff of one or more licensed Physicians available at all times;

- provides organized facilities for diagnosis and major surgical facilities; and
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.

"**A Period of Hospital Confinement**" shall mean any period during which the Insured Person is registered as an in-patient in a Hospital and charged for room and board for treatment of any one disability. The Company will not be liable for any such successive period of hospital confinement unless it has occurred during the currency of the Policy.

"**Any one disability**" shall mean any Injury arising from the same causes including any and all complications therefrom, as well as concurrent Injury or Sickness from different causes during the same hospital confinement or confinements, except that after ninety (90) days following the latest discharge from the hospital subsequent to the Injury or Sickness from the same cause or causes, shall be considered as a new disability.

### Part II: Benefits

#### A. Accidental Death and Disablement Benefit

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

#### Compensation Table

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

Event	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of All Limbs	100%
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 Two Limbs	100%
7. Loss of or the Permanent Total Loss of Use of One Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent and Incurable Insanity	100%

Compensation:-

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

Exposure and Disappearance:

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

#### B. Broken Bones and Burns

If as a result of an accident the Insured Person sustains an Injury and is diagnosed by registered Physician to have suffered any of the events listed hereunder, the Company will pay the Insured Person in respect of the



following events according to the percentage bearing on the Sum Insured as stated in the Schedule of Benefits.

Events	Percentage of Sum Insured
<b>Fracture of Bones</b>	
Hip or Pelvis	100%
Thigh or Heel	50%
Skull, Collarbone, Lower Leg, Ankle, Arm, Elbow, Wrist	40%
Lower Jaw	30%
Vertebrae, Shoulder Blade, Knee Cap, Sternum, Hand, Foot	20%
Upper Jaw, Cheek Bone, Nose, Ribs, Coccyx, Toes, Fingers	15%
<b>Burns, second or third degree</b>	
on 27% or more of body surface	40%
on 18% or more of body surface	30%
on 9% or more of body surface	15%
on 4.5% or more of body surface	10%

Compensation shall not be payable for more than one of the above Events in respect of the same Injury. Should more than one of the Events occur from the same Injury, the Company shall only be liable for the greatest compensation.

#### C. Daily Accidental Hospital Income

If, as a result of accidental Injury as provided for in this Policy, the Insured Person shall be necessarily confined, commencing while this Policy is in effect, within a Hospital as a resident patient under the professional care of a currently registered Physician or Surgeon other than the Insured Person, the Company will pay the Daily Accidental Hospital Income Benefits stated in the Schedule of Benefits with respect to such Insured Person for each day that the Insured Person shall be confined therein, up to 365 days per accident.

#### D. Rehabilitation Benefits

In addition to the benefits payable under Event 2-9 of Benefit A - Accidental Death and Disablement Benefit, the company shall pay the rehabilitation benefits up to the limit stated in the Schedule of Benefits to reimburse the actual expenses incurred for home improvement or equipment purchase that is deemed to be necessary and recommended by the qualified Physician to help the Insured Person to recover from the Injury caused by an accident covered by the Policy.

#### Part III: Exclusions

This Policy shall not apply to any Event which

- is consequent on war, declared or undeclared, invasion, civil war, revolution or any warlike operations;
- is consequent on violation or attempted violation of the law or resistance to arrest;
- is directly or indirectly consequent on an Insured Person engaging in air travel except as a passenger in any properly licensed private and/or commercial aircraft;
- is consequent on an Insured Person engaging in or taking part in armed force, naval, military or air force service or operations;
- results from suicide or attempted suicide or intentional self injury, or is sustained whilst an Insured Person is in a state of insanity;
- in case of a woman is attributable wholly or in part to childbirth or pregnancy notwithstanding that such Event may have been accelerated or induced by injury;
- is caused as a consequence of any kind of disease, illness, any gradually operating cause, naturally occurring condition, or degenerative process;
- results from mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising therefrom or any drug accident;
- results from an accident occurring while or because the Insured Person is under the influence of alcohol or any non-prescribed drug;
- is consequent on an Insured Person engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.

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: General Provisions

##### ENTIRE CONTRACT - CHANGES IN POLICY

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

#### AGE LIMITS FOR INSURED PERSON(S) UNDER THIS POLICY

The Insurance under this Policy shall not cover any adult under the age of forty-five (45) years following the attainment age of eighty (80) years old.

#### RENEWAL

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

#### REINSTATEMENT

If this Policy lapses due to non-payment of premiums, it may be reinstated with the approval of the Company. Benefits will not, however, be payable for any Injury or Sickness which occurs while the Policy has lapsed.

#### NOTICE OF CLAIM

Written notice of claim must be given to the Company within thirty (30) days after the date of the accident causing the Injury or disability. In the event of accidental death, immediate notice in writing thereof must be given to the Company. Failure to give such notice shall not invalidate the claim provided it can be shown by the Insured Person it was not reasonably possible to give such notice.

#### FORMS FOR PROOF OF LOSS

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

#### SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person or beneficiary, as the case may be, given to the Company with particulars sufficient to identify the Insured Person shall be deemed to be notice to the Company. Failure to furnish such proof within the time required in the Policy shall not invalidate nor reduce 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.

#### PHYSICAL EXAMINATION

The Company at its own expense shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim hereunder and the Insured Person shall submit to such examination.

#### LEGAL PROCEEDINGS

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 three (3) years from when the written proof of loss is required to be furnished.

#### MISSTATEMENT OF AGE

If the age of any Insured Person has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured Person has been misstated and if, according to the correct age of the Insured Person, 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 the liability of the Company during the period the Insured Person is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by the Policy.

#### STATUS CHANGES

The Insured must take full responsibility to inform the Company of any change in status of himself/herself and any family member insured under this Policy, otherwise the Company reserves the right to invalidate all claims hereunder.

#### GRACE PERIOD

A grace period of thirty (30) days from the premium due date will be allowed for payment of each premium after the first, during which period this Policy will remain in force.

#### COMPLIANCE WITH POLICY PROVISIONS

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

#### IMMEDIATE PAYMENT OF INDEMNITIES

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

#### TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of life is payable to Insured Person's estate. All other indemnities of this Policy are payable to Insured Person, except under Emergency Medical Evacuation and Repatriation of Remains under Part II herein, if any, where benefits will be paid directly to the provider of service as



indicated in each section.

#### 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 days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the Policy.

#### LIMITATION CONTROLLER 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 Insured Person resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

#### TERMINATION OF COVERAGE

- 1 All coverage under this Policy will be terminated:
  - a. when any or any part of premium pertaining to the Policy is not paid at the end of the Grace Period; or
  - b. at the request of the Insured, the termination of coverage will be effective from the date that the insurance company receives the written instruction from the Insured;
- 2 The individual coverage for the Insured Person will be terminated on the next premium due date following his attainment of eighty (80) years of age.

#### CANCELLATION

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

#### ASSIGNMENT

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

#### RIGHTS OF THIRD PARTIES

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

#### DATA PRIVACY

The Insured agrees that:

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

- (d) The Insured may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

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

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