



## AIG GBA SAFEGUARD® PERSONAL ACCIDENT SENIOR CARE PLAN

This Policy forms a binding contract between AIG Insurance Hong Kong Limited (hereinafter referred to as "We", "Us", "Our" or "Company") and the person named in the Policy Schedule as the policyholder (hereinafter referred to as "You" or "Your" or "Policyholder"), the basis of which is the Proposal and Declaration provided to Us. You shall ensure that all information that You provide to Us is accurate and that You provide full and frank disclosure to Us of all material facts which You know or ought to know in the formation of this Policy, failing which We are entitled to avoid this Policy from inception and refuse to make any payment under this Policy.

In consideration of You paying Us the premium as specified in the Policy Schedule, We agree to indemnify You and/or the Insured Person pursuant to the coverage available under Part 2 - Benefits, which are subject to the Policy Terms.

**It is important that You read this Policy carefully, including all definitions, exclusions, conditions and any endorsements thereon, and make sure that You understand them.**

Please check all the information in Your Policy Schedule and those provided by You to Us from time to time are correct and updated. Do let Us know straight away if any changes are needed.

### PART 1 - GENERAL DEFINITIONS APPLICABLE TO THIS POLICY

Wherever the words or phrases appear in this Policy and begin in uppercase, the definitions with interpretation as set out in this Policy will apply unless indicated otherwise. Where appropriate, words expressed in plural shall also have their singular meaning and vice versa. Please note that this Policy has been designed to offer multiple Plans and therefore not all the definitions listed herein will be relevant to the selected Plan shown in the "Section Benefits" of the Policy Schedule of this Policy. 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.

The following definitions apply to benefits of this Policy where applicable:

**Accident or Accidental** means a sudden, unforeseen, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the Period of Insurance.

**Acquired Immune Deficiency Syndrome or AIDS** shall have such meanings assigned to it by the World Health Organization 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 zero-positive test for HIV provided that:

- (a) Malignant Neoplasm includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- (b) Opportunistic Infection includes but is not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**Activities of Daily Living** means the following six (6) activities which an Insured Person can perform on their own:

- (a) Washing means the ability to wash in the bath, or shower or wash by other means.
- (b) 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.
- (c) Feeding means the ability to feed oneself food after its preparation and being made available.
- (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) Mobility means the ability to move indoors from room to room on level surfaces.
- (f) Transferring means the ability to move from a bed to an upright chair or wheelchair, and vice versa.



**Aggregate Period** means the maximum time period for which a Sum Insured is payable as specified against a Benefit in the Policy Schedule.

**Chiropractor** means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise chiropractic medicine. The attending Chiropractor must not be You, or Your business partner, employer, employee, agent, or Family Member.

**Chronic Medical Condition** means a medical condition that cannot be prevented by a vaccine or cured by medication, is recurrent or is expected to persist for the remainder of the Insured Person's natural life.

**Chinese Medicine Practitioner** means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise Chinese medicine (including an acupuncturist or bonesetter). The attending Chinese Medicine Practitioner must not be You, or Your business partner, employer, employee, agent, or Family Member.

**Civil War** means a hostile conflict by means of armed forces carried on between opposing citizens of the same nation or state.

**Dentist** means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice dentistry. The attending Dentist must not be You, or Your business partner, employer, employee, agent, or Family Member.

**Doctor** means a legally registered, licensed and qualified medical practitioner to practise western medicine and authorized by the relevant regulatory authority of that jurisdiction to provide medical or surgical service within the scope of their license, specialized accreditation and training. The attending Doctor must not be You, or Your business partner, employer, employee, agent, or Family Member.

**Endorsement** means a written notice stating an amendment, deletion or addition made to this Policy.

**Family Member** means the Insured Person's or Policyholder's brother, child, grandchild, grandparent, parent, sister or spouse.

**Geographical Areas** refer to the following:

- i) In respect of Benefits 1 to 7: It will only be Hong Kong, Macau and mainland China.
- ii) In respect of Benefits 8 to 12: It will only be Macau and mainland China (Hong Kong is not included).

**Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.

**Hong Kong Resident** means a person who is holder of a valid Hong Kong identity card issued by the Immigration Department of Hong Kong.

**Hospital** means any medical 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 graduate nurses; and
- (c) operated under the supervision of Doctor(s).

This does not include a clinic, a nursing home, rest home, a place for the purposes of 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 behavioral disorders, sanatorium, any transitional care centre or home for the aged or similar establishment, even if located at the same place.

**Hospitalised / Hospitalisation** means the admission of the Insured Person to a Hospital as an Inpatient during the Period of Insurance evidenced by daily boarding charges imposed by a Hospital.

**Illness** means a sickness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Illness includes but not limited to infectious diseases, heatstroke,



decompression sickness, hypothermia and mountain sickness. Benefits under this Policy are payable for Illness after expiry of the Waiting Period.

**Inception Date** means the date specified in the Policy Schedule on which the cover under this Policy first commences.

**Injury** means an identifiable physical injury which is caused by an Accident solely and independently of any other causes (except sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury, pre-existing condition or congenital condition).

**Inpatient** means the confinement of the Insured Person in a Hospital for a continuous period of at least six (6) consecutive hours as a registered patient for Medically Necessary treatments and such confinement is certified as necessary by an attending Doctor.

**Insured Person** means a Hong Kong Resident who is named as an "Insured Person" in the Policy Schedule. Insured Person can either be the Policyholder himself or the Policyholder's Partner, parent, parent-in-law or step-parent, step-parent-in-law.

**Insurrection** means a violent uprising of citizens in resistance to their government.

**Medical Expenses** means the actual Medically Necessary expenses incurred to treat the Insured Person or as prescribed by a Doctor or a Dentist for:

- (a) inpatient or outpatient medical or surgical treatments;
- (b) room and board charges for Hospitalisation (restricted to reasonably and necessarily charges incurred only by the Insured Person during Hospitalisation);
- (c) medical or surgical supplies;
- (d) nursing treatment;
- (e) ambulance charges; and/or
- (f) dental treatment necessarily incurred to restore sound and natural teeth following an Accident.

**Medically Necessary / Medical Necessity** means a medical service provided on the written recommendation or advice of a Doctor, or a Dentist which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered Injury or Illness, if applicable;
- (b) in accordance with the standard of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;
- (c) not of an experimental, investigational, research, preventive or screening in nature; and
- (d) fair, for which charges are incurred 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 or Illness in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Insured Person's Injury or Illness.

However, We have the right to appoint a Doctor at Our own discretion to confirm that the medical service meets the above definition of medically necessary and the decision of Our appointed Doctor shall be final and binding.

**Medically Unfit** means the Insured Person is unable to perform the duties they are employed for, as certified by the attending Doctor. However, We have the right to appoint a Doctor at Our own discretion and the decision of Our appointed Doctor shall be final and binding.

**Outpatient** means being a registered patient, who is not an Inpatient, seeking Medically Necessary treatments either in a Hospital or in a medical clinic.

**Partner** means 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.



**Period of Insurance** means the period of time starting from Inception Date shown in the Policy Schedule and ending on the date before the next Renewal Date during which cover under this Policy is effective, and for which premium has been received by Us.

**Physiotherapist** is a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice physiotherapy to treat disease, injury, or deformity by physical therapeutic methods such as massage, heat treatment, and exercise rather than by drugs or surgery. The attending Physiotherapist must not be You, or Your business partner, employer, employee, agent, or Family Member.

**Policy** means this insurance contract which consists of the Proposal and Declaration, this policy wording, the Policy Schedule and any other documents We may issue to You or the Insured Person that are stated to form part of this Policy (such as any Endorsement to this Policy).

**Policy Effective Date** means the later of:

- (a) the Inception Date;
- (b) the effective date of increased benefits or Sum Insured endorsed on this Policy in relation to You and/or the Insured Person, but only in respect to the increased benefits or Sum Insured; or
- (c) the last reinstatement date of this Policy.

**Policyholder / You / Your** means the person who is named as the Policyholder in the Policy Schedule, who may or may not be insured under this Policy. Also, the Policyholder owns this Policy, is responsible for premium payments and has the right to exercise all privileges under this Policy.

**Policy Schedule** means the document titled "*Policy Schedule*" attached to this Policy, which shows the Period of Insurance, the particulars of the Policyholder and Insured Person, and the applicable benefits with the corresponding Sum Insured. It should be read in conjunction with this Policy.

**Policy Terms** means all terms, exclusions and conditions contained in or endorsed on this Policy.

**Pre-existing Condition** means any injury, illness, disease or other medical condition:

- (a) known by You or the Insured Person prior to the Policy Effective Date;
- (b) for which the Insured Person has sought, is required to receive medical treatment (irrespective of whether such treatment was actually received), or has received advice or diagnosis before the Policy Effective Date;
- (c) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Policy Effective Date and which would have caused any reasonable person to seek diagnosis, care or treatment; or
- (d) which is a Chronic Medical Condition diagnosed before the Policy Effective Date.

**Proposal and Declaration** means any signed, subscribed or confirmed proposal and/or application of this Policy, declaration and/or any information supplied (physical, online and/or electronic format) by You or on Your behalf to Us, whether prior or subsequent to the inception of this Policy or for and upon renewal of this Policy.

**Public Transport** means any commercial land, water or air conveyance operating under a valid license for the transportation of fare-paying passengers which operates fixed, established and regular schedules and routes. It shall also include licensed taxis and e-hailing service vehicles 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.

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

**Relative** means the Insured Person's aunt, brother, child, grandchild, grandparent, nephew, niece, parent, Partner, sister or uncle.

**Renewal Date** means:

- i) For monthly premium payment policy - first day of each subsequent month after the Policy Effective Date



- ii) For annual premium payment policy - one (1) year from the Inception Date or the last reinstatement date (if applicable), and it is the same date of each successive year.

**Revolution** means to overthrow of a regime or political system by its citizens.

**Strike** means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

**Sum Insured** refers to the maximum amount payable for a benefit as specified in the Policy Schedule.

**Travel Assistance Partner** refers to the business partner appointed by **Us** that provides twenty-four (24) hours worldwide emergency assistance and who will liaise with **Us** on all decisions.

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

**We / Us / Our / Company** means AIG Insurance Hong Kong Limited.

**Year** means every twelve (12) consecutive-month block starting from the Inception Date as specified in the applicable Policy Schedule.



**PART 2 – BENEFITS**

**Benefit 1 – Accidental Death and Permanent Disablement**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury that directly results in one of the Events listed in the Schedule of Events below, within twelve (12) months from the date of Accident, We will pay the Sum Insured as specified in the Policy Schedule subject to the applicable percentage for such Event as set out in the Schedule of Events below.

**Schedule of Events**

Events		Percentage of Sum Insured payable per Insured Person as specified in the Policy Schedule
<b>Injury resulting in:</b>		
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Permanent Quadriplegia	100%
4	Permanent Paraplegia	100%
5	Permanent Total Loss of sight of both eyes	100%
6	Permanent Total Loss of sight of one eye	100%
7	Permanent Total Loss of two or more Limbs	100%
8	Permanent Total Loss of one Limb	100%
9	Permanent Total Loss of Speech	75%
10	Permanent Total Loss of hearing in: (a) Both ears (b) One ear	75% 15%
11	Third Degree Burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 45% of the entire external body	50%
12	Permanent Total Loss of four Fingers and Thumb of either Hand	70%
13	Permanent Total Loss of four Fingers of either Hand	40%
14	Permanent Total Loss of one Thumb of either Hand: (a) Both joints (b) One joint	30% 15%
15	Permanent Total Loss of any one Finger of either Hand: (a) Three joints (b) Two joints (c) One joint	10% 7% 5%
16	Permanent Total Loss of Toes of either Foot: (a) All Toes – one Foot (b) Big Toe – both joints (c) Big Toe – one joint (d) Other than the Big Toe, each Toe	15% 5% 3% 1%
17	Permanent disablement not otherwise provided for under Events 9 to 16 inclusive	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 Events 9 to 16 inclusive. The maximum amount payable under Event 17 is 75% of the applicable Sum Insured as specified in the Policy Schedule.



**Specific Conditions for Benefit 1 - In addition to the “General Conditions Applicable to All Sections”**

1. An Event listed above is payable only once for an Injury suffered in the same part of the body for any one Accident. *For example, if an Insured Person sustains an Injury under Event 12 for their right Hand, We will not pay out under Events 13 to 15 for the same Injury.*
2. The total Sum Insured payable in respect of any of the Events listed above due to the same Accident is arrived at by adding together the percentages shown but it shall not exceed 100% of the Sum Insured as specified in the Policy Schedule. There shall be no further liability under the Policy in respect of the same Insured Person for Injury sustained after the maximum 100% Sum Insured as specified in the Policy Schedule is paid.
3. We will reduce the Sum Insured payable for Accidental death by the amount of any payment which We have already made to the Insured Person under the Schedule of Events above for the same Accident.
4. The Sum Insured will automatically reduce by 50% if Insured Person is aged seventy (70) years and above.

**Specific Definitions for Benefit 1 - In addition to the “General Definitions Applicable to this Policy”**

- 1.1 **Big Toe** means the first digit of a Foot.
- 1.2 **Finger(s)** means a digit of a Hand.
- 1.3 **Foot** means the entire foot below the ankle.
- 1.4 **Hand** means entire hand below the wrist, including the Fingers and Thumb.
- 1.5 **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
- 1.6 **Permanent** means a state that lasts for at least three hundred and sixty-five (365) consecutive days and at the expiry of that period is certified by a Doctor as being beyond hope of improvement and recovery, and will in all probability continue for the remainder of the Insured Person’s natural life.
- 1.7 **Third Degree Burns** 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 Doctor. These burns usually require surgery or skin grafting. An assessment of the percentage of body affected by these burns will be determined by a Doctor using the Rules of Nines System or its equivalent medical assessment tool that is recognized by local authority.
- 1.8 **Thumb** means the first digit of a Hand.
- 1.9 **Toe** means a digit of the Foot.
- 1.10 **Total Disablement** means the inability to continue from engaging in any business, profession, occupation or employment for the rest of the Insured Person’s life.
- 1.11 **Total Loss** means
  - a) In the case of a Limb
    - i) Permanent physical severance of the Limb; or
    - ii) Permanent total and irrecoverable loss of use of the Limb.
  - b) In the case of a loss of a Thumb or Finger
    - i) Loss by Permanent physical severance of the entire Thumb or Finger; or
    - ii) Permanent, total and irrecoverable loss of use of a complete Thumb or Finger.



- c) In the case of loss of sight
  - i) Permanent, total and irrecoverable physical loss of one or both eyes; or
  - ii) Permanent, total and irrecoverable loss of the sight of one or both eyes.
- d) In the case of loss of speech  
Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to a 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.
- e) In the case of loss of hearing  
Permanent, total and irrecoverable loss of hearing resulting in the 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.

1.12 **Paraplegia** means the entire paralysis of both legs and part or whole of the lower half of the body.

1.13 **Quadriplegia** means the entire paralysis of both legs and both arms.

### **Benefit 2 - Additional Accidental Death and Permanent Disablement Payout While Riding on Public Transport**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury when boarding, travelling in or exiting a Public Transport as a fare paying passenger and a valid claim is payable for Events 1-8 under 'Benefit 1 - Accidental Death and Permanent Disablement', We will additionally pay the same Sum Insured payable under Benefit 1.

We will not pay under this Policy any claim arising from, resulting in or in connection with any loss directly or indirectly related to the Insured Person threatening safety or disrupting other passengers and crew on a Public Transport in the event of any violation of the applicable 'Passenger Code of Conduct' or such similar guides applicable to passengers.

### **Benefit 3 - Accidental Medical Expenses**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury, We will reimburse the Medical Expenses necessarily incurred to treat the Insured Person's Injury within twelve (12) months from the date of the Accident, up to the maximum Sum Insured payable as specified in the Policy Schedule for any one Accident, subject to a deductible of 10% for each claim but this deductible is not applicable for treatments performed by a Physiotherapist, Chiropractor or Chinese Medicine Practitioner.

Sub-limits apply for:

- 1) Treatment performed by a Physiotherapist or Chiropractor:  
We will only reimburse the cost of physiotherapy or chiropractic treatments if the treatment is deemed Medically Necessary by a Doctor and the Insured Person has a written medical referral from the Doctor to the Physiotherapist or Chiropractor. We will reimburse up to the amount per visit and up to the maximum Sum Insured as stated in the Policy Schedule.
- 2) Chinese medical treatment performed by a Chinese Medicine Practitioner:  
We will reimburse up to the amount per visit and up to the maximum Sum Insured for such Chinese medical treatment as stated in the Policy Schedule.

### **Specific Conditions for Benefit 3 - In addition to the "General Conditions Applicable to All Sections"**

- 1. The Benefit is payable only when Medical Expenses' supporting documents, including attending Doctor's or Dentist's reports and referral letters, where applicable, are provided to the Company along with original Medical Expenses bills or receipts.
- 2. This Benefit is payable provided the Insured Person seeks their first medical treatment or Chinese medical treatment within thirty (30) days from the date of the Accident.



3. Any Hospitalisation accommodation is restricted up to the cost of a single standard private room.
4. The Sum Insured will automatically reduce by 50% if the Insured Person is aged seventy (70) years and above.

**Specific Exclusions for Benefit 3 - In addition to the “General Exclusions Applicable to All Sections”**

We shall not pay under this Benefit in respect of any claim arising from, resulting in or in connection with:

1. Any Medical Expenses involving:
  - a) routine health checks;
  - b) routine dental treatment or consultation, or any dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof;
  - c) any injuries to teeth occurring during eating activities (e.g., biting and chewing);
2. Any additional cost of single or private room accommodation at a Hospital for any person besides the Insured Person, charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like.
3. Any treatment or services provided by the Insured Person, the Insured Person’s business partner or agent, Insured Person’s employer or employee or Insured Person’s Relative.

**Benefit 4 - Fractures**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury which results in one of the Fractures listed in the Table of Fractures below, We 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 in 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 for Section 4 - In addition to the “General Definitions Applicable 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 Events 1 to 19 according to the Table of Fractures for 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 a forearm breaks, which is also known as a distal radius Fracture, transverse wrist Fracture, or a dinner-fork deformity of the wrist.
- e. **Complete Fracture** means a Fracture where 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, which 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 Doctor through radiological evidence and diagnostic techniques.
- h. **Hairline Fracture** means small or thin crack(s) on the outer layer of a bone, which 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 for Benefit 4 - In addition to the “General Conditions Applicable to All Sections”**

1. The diagnosis of a listed Event from the Table of Fractures above by a Doctor must be made within thirty (30) days from the date of Accident.

**Specific Exclusions for Benefit 4 - In addition to the “General Exclusions Applicable to All Sections”**

We will not pay under this Benefit in respect of any claim arising from, resulting in or in connection with:

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



### **Benefit 5 – Hospital Companion Bed Expenses**

While within the applicable Geographical Areas, if an Insured Person is Hospitalised as a result of suffering an Injury, We will reimburse the expenses incurred for a Companion Bed up to the maximum daily Sum Insured and up to the Aggregate Period for any one Accident as specified in the Policy Schedule.

#### **Specific Definitions for Benefit 5 - In addition to the “General Definitions Applicable to this Policy”**

1. **Companion Bed** means an additional single bed (excluding meals) which is charged on a daily basis to accommodate one adult person to stay with the Insured Person during their Hospitalisation period.

#### **Specific Conditions for Benefit 5 - In addition to the “General Conditions Applicable to All Sections”**

1. The Companion Bed must be itemized in the Hospitalisation bills, receipts or other supporting documents provided by the Hospital.
2. The maximum Sum Insured payable will be subject to the Aggregate Period as specified in the Policy Schedule for the same Injury, regardless of the number of times an Insured Person is Hospitalised.

### **Benefit 6 – Nursing Care**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury that results in a minimum of seven (7) consecutive days of Hospitalisation and upon discharge, and the attending Doctor certifies in writing that the Insured Person requires Home Nursing Care in order to take care of the Insured Person at their home post-Hospitalisation, We will reimburse the expenses incurred for engaging this service provided that the first visit by a Nurse to the Insured Person’s home to provide the Insured Person Home Nursing Care occurs within fourteen (14) days following the date on which the Insured Person is discharged from Hospital, up to a daily Sum Insured, subject to an Aggregate Period for any one Accident and up to a maximum Sum Insured per Year as specified in the Policy Schedule.

#### **Specific Definitions for Benefit 6 - In addition to the “General Definitions Applicable to this Policy”**

**Home Nursing Care** means a post-Hospitalisation care service provided by a Nurse for an Insured Person at their usual place of residence.

**Nurse** refers to a legally certified nurse with a nursing qualification and registered with the relevant statutory nursing council to provide nursing services within the scope of their license and training in the geographical area of practice. The attending nurse cannot be the Insured Person, the Insured Person’s business partner or agent, the Insured Person’s employer or employee or the Insured Person’s Relative.

#### **Specific Conditions for Benefit 6 - In addition to the “General Conditions Applicable to All Sections”**

1. Payment under this Benefit shall continue up to the maximum Sum Insured payable as specified in the Policy Schedule or until such engaged care services are no longer Medically Necessary for the Insured Person, whichever occurs first. All visits by a Nurse must occur within sixty (60) days from date of discharge from the Hospital.
2. Hospitalisation of an Insured Person shall be evidenced by Insured Person’s Hospital discharge summary or Hospital billing statement and supporting medical reports.
3. Receipts by the care services provider for the expenses incurred must be provided to support the claim.
4. This Benefit is not payable if the Insured Person already had a recurring engagement with any Home Nursing Care service prior to the Accident.

#### **Specific Exclusions for Benefit 6 - In addition to the “General Exclusions Applicable to All Sections”**

We shall not pay under this Benefit in respect of any claim arising from, resulting in or in connection with:

- 1) Any existing Home Nursing Care prior to the Accident;
- 2) Any elderly homes.



### **Benefit 7 - Trauma Counselling Benefit**

While within the applicable Geographical Areas, 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, We will reimburse up to the maximum Sum Insured per Year as specified in the Policy Schedule, to provide the financial relief in getting the necessary post-trauma counselling and related treatments, provided that the:

- a) incident is reported to the police within twenty-four (24) hours;
- b) treatment is certified as Medically Necessary by the attending Doctor for the wellbeing of the Insured Person; and
- c) trauma counselling is provided by a registered psychologist or psychiatrist within three hundred and sixty-five (365) days from the date of the traumatic event.

### **Benefit 8 – Emergency Medical Assistance by our Travel Assistance Partner**

While within the applicable Geographical Areas, for emergency assistance under this Benefit, Insured Person or a person on their behalf must contact our **Travel Assistance Partner Hotline** at **(852) 3555 0061** for the arrangement.

**Please provide the Insured Person's name, the Policyholder's name, this Policy number, location (name of hospital, if any), the telephone number at which the Insured Person can be reached and kinds of assistance required upon contacting our Travel Assistance Partner team.**

#### **A) Emergency Medical Evacuation Expenses**

While within the applicable Geographical Areas, if an Insured Person sustains Injury and the necessary medical treatment is not available, either at the nearest Hospital where the Insured Person was transported to or in the immediate vicinity, and it is in the opinion of the Company or our Travel Assistance Partner that it is a Medical Necessity for carry out emergency medical evacuation for the Insured Person to either another location for medical treatment or return the Insured Person to Hong Kong. In which case, our Travel Assistance Partner will arrange for the evacuation utilizing the means best suited based on the medical severity of the Insured Person's condition. We will pay directly to our Travel Assistance Partner such expenses reasonably and necessarily incurred for such evacuation up to the maximum Sum Insured specified in the Policy Schedule.

We will at Our sole discretion, decide how and where to move the Insured Person depending solely upon the Medical Necessity and the medical advice We receive from our Travel Assistance Partner, which, in turn, will consult the local attending or treating Doctor.

#### **Specific Exclusions for Benefit 8 (A) - In addition to the "General Exclusions Applicable to All Sections"**

We will not pay under this Benefit in respect of any claim arising from, resulting in or in connection with:

- a. Any expenses for a service not approved and arranged by Us or our Travel Assistance Partner, except that this exclusion shall be waived in the event Insured Person or their traveling companions cannot contact our Travel Assistance Partner Hotline during an emergency medical situation for reasons beyond their control. In any event, We reserve the right to reimburse only for those expenses incurred for service which We or our Travel Assistance Partner would have provided under the same circumstances and up to the Sum Insured stated in the Policy Schedule.
- b. Any expenses incurred for services provided by the Policyholder or another third party to transport the Insured Person from offshore (including but not limited to rig, platform or vessel) onto land.
- c. Any expenses incurred for services provided by another party for which You or the Insured Person are not liable to pay.
- d. Any expenses incurred in relation to treatment that can reasonably be delayed until the Insured Person returns to Hong Kong.

#### **B) Repatriation Expenses of Mortal Remains**

While within the applicable Geographical Areas, if an Insured Person suffers an Injury that directly results in their death, We will reimburse such expenses reasonably and necessarily incurred for the costs of transportation of the Insured Person's mortal remains or ashes back to Hong Kong, up to the maximum Sum Insured specified in the Policy Schedule.



Such expenses must be arranged or pre-approved by Us or our Travel Assistance Partner.

**Specific Exclusions for Benefit 8 (B) - In addition to the “General Exclusions Applicable to All Sections”**

We will not pay under this Benefit in respect any claim arising from, resulting in or in connection with:

- a. Any expenses incurred for services provided by another party for which You / the Insured Person are not liable to pay.
- b. Any expenses and services not approved and arranged by our Travel Assistance Partner.
- c. Any expenses incurred for body retrieval or recovery or paid for religious rites or ceremonies.

**C) Hospital Guaranteed Admission Deposit (China Assist Card)**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury resulting in them being Hospitalised in a Designated Hospital, any admission deposit required by the Hospital will be waived when the ‘China Assist Card’ in respect of the Insured Person is presented to the relevant department of the Designated Hospital. Along the line of this service, no advance payment or admission deposit will be required to admit the Insured Person to a Designated Hospital.

For the avoidance of doubt, this Benefit is merely a service to facilitate the Insured Person’s admission to a Designated Hospital without requiring hospital deposit, and this Benefit will not pay any medical expenses incurred.

**Specific Definitions for Section 8 (C) - In addition to the “General Definitions Applicable to this Policy”**

**Designated Hospital** means the list of approved hospitals as attached to the ‘China Assist Card’ letter delivered to You along with this Policy which may be revised or updated by Us or Our authorized representatives from time to time.

**Specific Conditions for Benefit 8 (C) - In addition to the “General Conditions Applicable to All Sections”**

1. You and the Insured Person must undertake to settle any medical expenses that are not payable or covered by this Benefit within fourteen (14) days from the date of Our written notification to You and/or the Insured Person. All claims and service under this Benefit will be suspended without further notice to You and/or the Insured Person if You and/or the Insured Person fail to reimburse Us within the above time limit. Upon suspension or any cancellation of this Policy, the Insured Person’s ‘China Assist Card’ will immediately be rendered invalid, and You and the Insured Person shall refrain from using it. You and/or the Insured Person will be immediately liable to Us and undertake to indemnify Us for any outstanding medical expenses incurred.
2. The ‘China Assist Card’ will be invalidated automatically once this Policy is terminated.
3. The ‘China Assist Card’ services are subject to changes and on such terms as may from time to time be provided by Us or our Travel Assistance Partner.

**Specific Exclusions for Benefit 8 (C) - In addition to the “General Exclusions Applicable to All Sections”**

We will not pay under this Benefit in respect of any claim arising from, resulting in or in connection with:

1. any actual medical expenses incurred.

**Benefit 9 – Family Member Visit**

While within the applicable Geographical Areas, if an Insured Person sustains an Injury and resulting in Hospitalisation for more than three (3) consecutive days or Accidental death and there being no adult Family Member with the Insured Person, We will reimburse reasonable travel and accommodation expenses necessarily incurred by one (1) adult Relative or friend of the Insured Person:

- a. in the event of Hospitalisation, visit and stay with the Insured Person until the Insured Person is medically fit to be discharged from Hospital on the written advice of the attending Doctor; or
- b. in the event of death, provided it is a valid claim under “Benefit 1 – Accidental Death and Permanent Disablement”, assist in the final funeral arrangement at the city located nearest to the place of death of the Insured Person,

up to the maximum Sum Insured per Year as specified on the Policy Schedule.



### **Benefit 10 – Personal Liability**

While within the applicable Geographical Areas, if the Insured Person becomes legally liable to pay damages arising from a claim made by a third party (other than You, any Family Member, or Household Member) against the Insured Person in respect of:

- (a) Injury or Accidental death caused to that third party; or
- (b) Accidental Property Damage suffered by that third party,

We will reimburse the amount that the Insured Person is held legally liable to the third party, up to the Sum Insured per Year as shown in the Policy Schedule.

#### **Specific Definitions for Benefit 10 - In addition to the “General Definitions Applicable to this Policy”**

**Household Member** means any individual ordinarily residing with the Insured Person in their usual place of residence, including roommates or tenants.

**Property Damage** means any physical damage to, destruction of, or loss of use of tangible property belonging to a third party (other than You, any Family Member, or Household Member).

**Professional Capacity** means a person's key skills, expertise, knowledge, certification, experience or involvement in a particular service or profession where such person would or could earn income or remuneration, such as healthcare or nursing qualification or certification.

#### **Specific Conditions for Section 10 - In addition to the “General Conditions Applicable to All Sections”**

- 1) Neither You, the Insured Person nor anyone on whose behalf should admit liability, or make any offer, promise or payment without Our written consent, otherwise, We shall not indemnify or pay compensation under this Policy.
- 2) We will, if We consider it necessary, take over and conduct the defence or settlement of any claim against the Insured Person and for that purpose may use the Insured Person's name. We may conduct the defence however We see fit. In the course of conducting the defence, We may also pursue, at Our own expense and for Our own benefit, any claim against the other person(s).
- 3) You and the Insured Person shall give Us notice in writing immediately when You and the Insured Person become aware of any incident or matter which may give rise to a claim under this Benefit. You and the Insured Person must give Us full assistance in defending or prosecuting any claim and agree to provide Us with any needed information and documents available.
- 4) The maximum Sum Insured We will reimburse is as shown in the Policy Schedule and is the highest limit of Our liability for an individual insurance event, even if it results in more than one Injury or Accidental Property Damage to more than one third party.

#### **Specific Exclusions for Benefit 10 - In addition to the “General Exclusions Applicable to All Sections”**

We shall not be liable to pay under this Benefit any loss arising from, resulting in or in connection with:

- a) Any admission, offer, promise, payment made or given by You and/or the Insured Person or on whose behalf without Our written consent;
- b) Liability to any person who is You and/or the Insured Person, their respective Family Member or employer or deemed by law to be Your and/or the Insured Person's employee;
- c) Any mechanically or electrically propelled vehicle, aircraft, hovercraft or watercraft;
- d) Accidental Property Damage to property belonging to, held in trust by, or in the custody of or control by You, the Insured Person, any Household Member, Insured Person's Relative, Insured Person's employer or employee;
- e) Liability assumed by You or the Insured Person under express term of an agreement unless such liability would have attached in the absence of the express term of such agreement;



- f) Liability for which payment should be more specifically claimed under any other insurance policy in Your name or by the Insured Person;
- g) Any claim where the Insured Person is suffering from a psychological condition or which results from the influence of or is affected by drugs (other than drugs taken under and at the direction of a Doctor) or alcohol;
- h) Any claim resulting from or as a consequence of the Insured Person having transmitted a disease to another person via infection or otherwise;
- i) Accidental Property Damage to property owned by or in control of the Insured Person or any Household Member or, loss or damage caused by the Insured Person's or Your domestic animals;
- j) Any claim for exemplary, punitive or aggravated damages;
- k) Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Hong Kong;
- l) Any claim which was due to the Insured Person's deliberate, malicious, unlawful or criminal act or failure to act;
- m) Advice, design, specification given or provided by an Insured Person in their Professional Capacity or any breach of duty owed by the Insured Person in a Professional Capacity.

#### **Benefit 11 – Hotel Burglary Protection**

While within the applicable Geographical Areas, We will reimburse the cost of replacing or repairing the Insured Person's personal property item(s) that have been Stolen or damaged in a Burglary and during the Period of Insurance, up to the Sum Insured as shown in the Policy Schedule. Cover begins when Insured Person Checks-In to their Eligible Room. Cover ends when Insured Person Checks-Out from their Eligible Room or thirty (30) days from the Check-In date, whichever is earlier.

#### **Specific Definitions for Benefit 11 - In addition to the "General Definitions Applicable to this Policy"**

**Burglary** means Forcible Entry into an Eligible Room where Insured Person's unattended personal property is Stolen or damaged.

**Business Items** means items that are used in the purchase, sale, products, promotion, or distribution of foods or services (including but not limited to manuals, computers and computer accessories, software, data, facsimile, samples, and collateral materials).

**Check-In** means the moment Insured Person registers at and occupy their Eligible Room.

**Check-Out** means the moment Insured Person vacates their Eligible Room.

**Eligible Room** means a room or lodging provided by or rented or leased through a Hotel/Motel or a Home Share.

**Family Member** means Insured Person's spouse and unmarried dependent children up to age eighteen (18) (twenty-six (26) if a full-time student enrolled at an accredited institution).

**Forcible Entry** means illegal access by breaking in a door, window, or surrounding walls.

**Hotel / Motel** means an establishment that provides licensed lodging for the general public, and usually meals, entertainment, and various personal services.

**Home Share** means a lawful home share service or platform that offers lodging, room and board, apartments, condominiums, or residences to the general public for rent or lease under local jurisdiction.

**Stolen** means items that are taken by force or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft and for which a police report was filed.



**Specific Conditions for Benefit 11 - In addition to the “General Conditions Applicable to All Sections”**

1. Cover is limited to the lesser of the following per claim:
  - (i) The actual purchase price of the personal property that was Stolen or damaged in the Burglary;
  - (ii) the actual cash value of the personal property that was Stolen or damaged at the time of the Burglary with a deduction for depreciation if not replaced;
  - (iii) the cost to replace the personal property that was Stolen or damaged in the Burglary.
2. Cover is only effective on condition that any other applicable insurance or cover available to Insured Person is utilized and exhausted, including benefits or compensation provided by the Hotel / Motel (such as goodwill payments, refunds, credit / vouchers).
3. Subject to the Sum Insured as specified in the Policy Schedule, We will pay only the amount of the total of all covered losses that exceed the deductible amount shown in the Policy Schedule.
4. Claims procedures:
  - (i) You and/or the Insured Person must notify the Hotel / Motel and the local police department and complete the claim procedures required by Us.
  - (ii) Contact Us within thirty (30) days from the date of the occurrence of the incident to obtain a claim form and instructions on what to do after a loss.
  - (iii) Submit written proof of loss within sixty (60) days from the date of the occurrence of the incident or the claim may not be honored. Required documentation may include the following:
    - Receipt showing Hotel / Motel charges.
    - Statement showing Hotel / Motel charges.
    - Police report from the police and Hotel / Motel listing the items that were Stolen.
    - Result of any settlement or denial by the Hotel / Motel.
    - Copy of initial claim report submitted to the Hotel / Motel.
    - Proof of ownership of each item Stolen (i.e., original receipts, pictures, etc.).
    - Any other documentation that may be reasonably requested by Us to validate a claim.

**Specific Exclusions for Benefit 11 - In addition to the “General Exclusions Applicable to All Sections”**

We shall not be liable to pay under this Benefit any loss arising from, resulting in or in connection with:

1. Loss resulting from war or hostilities of any kind (including invasion, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
2. Loss resulting from any intentional, dishonest, fraudulent, or criminal act committed or arranged by You, the Insured Person or the Insured Person's Family Member.
3. Loss resulting from contamination by radioactive or hazardous substances, including mold.
4. Personal property contained in any safety deposit box provided by the Hotel / Motel.
5. Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
6. Plants, shrubs, animals, pets, consumables, and perishables.
7. Cash, checks, traveler's checks, securities, credit cards or debit cards, or other negotiable instruments.
8. Tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), documents, keys, coins, deeds, bullion, rare or precious metals, currency or equivalent, and stamps.
9. Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
10. Business Items.

**Benefit 12 – Ticket Guard**

While within the applicable Geographical Areas, We will reimburse the Event Cost up to the Sum Insured as shown in the Policy Schedule, after the occurrence of any one of the following Incidences:

- a) Serious damage to Insured Person's Residence from a house fire, Burglary or any Natural Catastrophe that requires the Insured Person to be present at the Residence on the date of the Covered Event;



- b) Insured Person is prevented from attending the Covered Event due to a Natural Catastrophe;
- c) Insured Person's Vehicle becomes inoperable while en route to the Covered Event, provided that it is reported to a roadside recovery service, the Insured Person's primary automobile insurer, or brought to a vehicle service / repair center;
- d) A sudden and unexpected Business trip that is required by Insured Person's employer, which results in Insured Person not being able to attend the Covered Event;
- e) Insured Person being required to serve on a jury, or the Insured Person is served with a court order or a subpoena, which requires the Insured Person's appearance in court on the day of the Covered Event;
- f) Insured Person's unforeseen Serious Injury or compulsory quarantine; or
- g) Insured Person's death; or their Relative's death, serious injury or compulsory quarantine, which will require their presence on the day of the Covered Event.

**Specific Definitions for Benefit 12 - In addition to the "General Definitions Applicable to this Policy"**

**Burglary** means the taking of Insured Person's property by a person or persons who illegally entered their Residence using force or violence of which there shall be visible signs of entry.

**Business** means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or (ii) any other legal activity in which one is engaged for money or other compensation.

**Companion** means any person who will attend the Covered Event with the Insured Person.

**Covered Event** means a legally organized, planned function with specified date that the Insured Person attends as a spectator or participant and requires a Ticket.

**Event Cost** means the total amount the Insured Person paid for the Ticket including any service, handling fees and taxes prior to the start of the Covered Event as stated in the Ticket or purchase receipt.

**Incident / Incidences** refers to the unforeseen and involuntary events listed above in points a) to g) which result in Insured Person's failure to attend the Covered Event.

**Natural catastrophe(s)** means fire; named hurricane; typhoon or cyclone; flood; earthquake; tsunami; volcanic action or eruption; and / or any other natural disaster officially declared by a government agency as such.

**Relative** means the Insured Person's legally married spouse, civil partner, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew and first cousin.

**Residence** means the place in which the Insured Person principally resides the majority of their time and where they keep their personal belongings.

**Serious Injury** means one which requires treatment by a Doctor and which results in Insured Person being certified by the Doctor as unfit to attend any event.

**Theft or Stolen** means the unlawful taking of Insured Person's property: (i) without their consent; or (ii) due to threatened physical harm to them, their spouse, civil partner and / or children under age twenty-one (21); or (iii) where there are signs of forced entry.

**Ticket** means documentation including in an electronic form reflecting a non-refundable, authorized entry admission for a Covered Event that was purchased from an officially authorized Ticket agent or box office.

**Vehicle** means Insured Person's car, or motorcycle properly registered to be used on public roads for private use and licensed under their name for which they have permission to drive.



**Specific Conditions for Benefit 12 - In addition to the “General Conditions Applicable to All Sections”**

1. The Ticket must be paid in advance by Insured Person and such payment must be completed before any of the Incidences listed under points a) to g) occurs.
  2. Reimbursement of the Ticket cannot be recoverable from any other source.
  3. Insured Person must make all necessary arrangements to arrive at the Covered Event on time.
  4. Insured Person must take all reasonable precautions to prevent any claim.
  5. Duties after a loss:
    1. File a police report within twenty-four (24) hours of discovering a Burglary or if Insured Person were in a traffic accident;
    2. Complete, sign and submit the claim form to Us with the following documents, within thirty (30) days from the date of the Covered Event:
      - (i) Original receipt of the Ticket, un-used Ticket or electronic Ticket print out/screenshot of the Covered Event showing the Event Cost, payment date and Insured Person’s name as payer;
      - (ii) Confirmation of loss or Natural Catastrophe from Insured Person’s auto or homeowners insurance company, fire department or government authority for claims coverage under point a) and b) listed above;
      - (iii) Documentation from a qualified roadside service company, vehicle service / repair center and Insured Person’s primary automobile insurer on the date of the Covered Event for claims under point c) listed above;
      - (iv) Employer’s confirmation letter for claims covered under point d) listed above;
      - (v) Court notice for claims covered under point e) listed above;
      - (vi) Doctor’s or Hospital official statements for claims covered under point f) and g) listed above; and
      - (vii) A copy of any official police report filed, if applicable.
- Insured Person is required to cooperate with us in investigating, evaluating and settling a claim.

**Specific Exclusions for Benefit 12 - In addition to the “General Exclusions Applicable to All Sections”**

We will not pay under this Benefit in respect of any claim arising from, resulting in or in connection with losses:

1. Other than Incidences listed in points a) to g);
2. That do not occur within the Period of Insurance;
3. Caused directly or indirectly from the cancellation or postponement of the Covered Event by the organizer for any reason;
4. Due to a cancelled or rescheduled airplane flight, unless due to a Natural Catastrophe;
5. From the Tickets the Insured Person re-sells to other people;
6. From intentionally self-inflicted harm, by the Insured Person themselves, and / or their Companion(s) or a Relative;
7. Related to the Insured Person’s Companion’s or a Relative’s pregnancy; fertility treatments or childbirth;
8. Due to the Insured Person’s Companion(s) or a Relative’s intoxication or impairment from the use of alcohol, illegal drugs, narcotics, or medicines which have not been prescribed by a Doctor;
9. Caused by the Insured Person’s or their Relative’s illegal acts;
10. That Insured Person’s had intentionally caused;
11. Resulting from the intentional actions by the Insured Person’s or their Relative, or actions that Insured Person’s or their Relative knew of or planned;
12. Caused by any Incident which has already happened, is happening or is known by the Insured Person about to happen when they pay for the Event Cost;
13. Due to the order of any government, public authority, or customs official.



### **PART 3 - GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

We shall not pay, indemnify or otherwise be liable under this Policy in respect of any claim or loss 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 Sickness.
3. An Insured Person's:
  - a. Pre-Existing Condition or any complication arising from it;
  - b. failure to follow medical advice given by a Doctor;
  - c. pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
  - d. congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
  - e. mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
4. The Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
5. cosmetic surgery, plastic surgery, or elective surgery or treatment, unless necessitated by an Injury caused by an Accident.
6. any expenses incurred for:
  - (a) routine health checks, routine dental treatment or consultation or any dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof;
  - (b) diagnostic tests or examinations, x-rays, CT/MRI/ultra-sound scans where there is no objective indication of impairment of normal health;
  - (c) treatment or investigation of a preventive nature or vaccinations;
  - (d) treatment or investigation which is not Medically Necessary, or convalescence, custodial or rest cure;
  - (e) receiving treatment not incidental to the treatment or diagnosis of an Injury or Illness;
  - (f) treating an Injury or Illness for which such treatments are provided free or for which payment is not required;
  - (g) weight reduction or gain; or
  - (h) use of non-prescribed drug or drugs which cannot be legally obtained from a pharmacy or pharmacy dispensed drugs taken against the instruction from the Doctor or manufacturer.
7. Military personnel of the armed forces, law enforcement officers, fire and rescue department, security guards, bodyguards or any peace keeping uniformed group (for example, auxiliary police or auxiliary security staff).
8. Any Injury suffered while performing any activities or duties related to any of the occupations listed below:
  - a) Security, policing or firefighting, piloting or crewing of any air or water vessel;
  - b) Off-shore work or activities including oil rig work;
  - c) Loggers and sawmill workers, workers handling boilers or pressure vessels or crane operators;
  - d) Workers engaged in construction of dams, bridges, tunnels or underground work;
  - e) Miners and quarry workers;
  - f) Work that involves heavy machinery, explosives or hazardous materials or chemicals;
  - g) Fisherman, stevedores, stuntman, circus performers, jockey and racing drivers;
  - h) Window cleaners and construction workers; or
  - i) Other occupations like those characterized above and which place the Insured Person at risk of injury necessitating specialist equipment (e.g. harness) or protective gear to keep them safe.



9. The Insured Person engaging, practising, training or participating in:
- (a) any professional sports or any sports in which the Insured Person would or could earn or receive remuneration, donation, sponsorship or financial reward of any kind from engaging in such sport;
  - (b) racing other than on foot, stunts, reliability trials and speed or duration testing, or any training or practising in relation to these activities;
  - (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare paying passenger in any properly licensed private and/or commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority of the country of its registry;
  - (d) any extreme sports or activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, high level of expertise, exceptional physical exertion or highly specialised gear) or of personal risk. This shall include but not be limited to:
    - 1. mountaineering or any activities involving climbing harnesses, belay or rappel devices, ropes or guides;
    - 2. activities or trekking above 3,000 metres;
    - 3. big wave surfing;
    - 4. extreme winter sports and activities, including lugging, bobsleighbing, ski or snow board jumping or stunts;
    - 5. bicycle, motor, air or sea craft speed trials or stunts;
    - 6. canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
    - 7. cliff jumping or aerobatics;
    - 8. hunting, caving or pot holing excursions;
    - 9. underwater activities which ordinarily require the use of artificial breathing apparatus except recreational scuba diving whereby:
      - a. the Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
      - b. the Insured Person holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).
- It does not include usual tourist activities that are accessible by the general public without restriction (other than height or general health or fitness warnings) and conducted under the supervision of qualified licensed personnel of a registered tour operator.
10. Any
- a) injury that is a gradually operating cause, naturally occurring condition or degenerative process;
  - b) routine dental or health checks,
  - c) dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof
  - d) injury to unsound and/or unnatural teeth; or
  - e) injury to teeth occurring during eating activities (e.g. biting and chewing);
  - f) diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health, or
  - g) treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not medically necessary.
  - h) health supplements including but not limited to vitamins, prebiotics, probiotics and skin care products whether prescribed by a Doctor or purchased over the counter;
11. Any deliberate provocation of the Insured Person against another person that results in an Injury.
12. the Insured Person committing or attempting to commit any:
- (a) criminal, illegal wilful, malicious, fraudulent or dishonest act, or,
  - (b) any violation of any law or regulation.
13. Any engagement or participation by You or the Insured Person in a Strike, riot or civil commotion.



14. An Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger (except in an attempt to save human life).
15. An Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
16. Cosmetic, plastic surgery or elective surgery or treatment, unless necessitated by an Injury caused by an Accident.
17. Any pathogenic, poisonous, chemical, biological, bio-chemical or radioactive materials.
18. Nuclear or radioactive device whose destructive force employs or involves atomic or nuclear fission and/or fusion or other like reaction.
19. The existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that the Insured Person shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.



## **PART 4 - GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

### **1 Due Observance**

The obligation of due observance and fulfilment of the Policy Terms shall be on You and the Insured Person, in so far as it relates to anything to be done or not to be done or to be complied with and the information provided to Us being truthful shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **2 Misrepresentation / Fraud**

If You or the Insured Person make any claim or declaration or statement under this Policy which is untrue, inaccurate, misrepresented or omitted thereby affecting the risks covered by this Policy or if any claim made is in any respect fraudulent or exaggerated, or linked to any fraudulent activity or suspected fraudulent activity, then We shall have no liability in respect of such a claim and We reserve the right to cancel Your Policy with immediate effect with no premium refund.

### **3 Duty of Disclosure**

3.1 The Proposal and Declaration form the basis of this Policy. We are entitled to avoid this Policy from inception if, in the Proposal and Declaration or otherwise, You make any representation, statement or declaration which is untrue, inaccurate or misrepresented, or if any relevant representation, statement or declaration is omitted.

3.2 You shall promptly inform Us of: (i) any changes in respect of any information that You have given Us including but not limited to Your corresponding address, and any change in the identity of the Insured Person; and (ii) any other facts which You know or ought to know and which may affect Our decision whether to continue to insure You and/or the Insured Person, or to insure You and/or the Insured Person on the relevant Policy Terms. Such information may result in additional premium being payable by You and/or amendments to the Policy Terms. If such information is not disclosed to Us or if there is any fraud, misstatement, misrepresentation or concealment in respect of such information, We shall be entitled to reject Your claims, cancel this Policy and/or avoid this Policy from inception.

### **4 Entire Contract**

This entire contract consists of the Proposal and Declarations, this policy wording, the applicable Policy Schedule, and any other documents We may issue to You or the Insured Person (e.g. Endorsements) which shall be read together as one contract. No change of provisions will be valid unless approved by Us and such approval is endorsed thereon.

### **5 Communication**

Every notice or communication to be given or made by You under this Policy shall be delivered in writing to Us at the postal address which can be found in Our website at [www.aig.com.hk](http://www.aig.com.hk), or email to Us at [cs.hk@aig.com](mailto:cs.hk@aig.com).

We will give notice or communication to You by post to Your last known address, or by email at Your last known email address, and/or by SMS message at Your last known mobile number.

### **6 Claims Procedure**

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to Us and in any event no later than thirty (30) days after the occurrence of any event which may give rise to a claim, with full particulars on a form specified by Us (which may be submitted to Us physically, online or by electronic format) together with supporting documents to prove Your loss. You must at any time upon Our request, submit any other documents in support of the claim as soon as possible and in any event within sixty (60) days after Your receipt of Our notice of such requirement.

### **7 Proof of Loss**

- (a) As part of Our claims assessment process, We may thereafter require further documents, information and cooperation from You, including but not limited to:
- i. provision of all medical reports, certificates, information and evidence. We will only accept medical certificates or reports issued by a Doctor (excluding any Chinese Medicine Practitioner);
  - ii. submission to medical examination by Doctors appointed by Us. In the event of any conflict of opinion between Our Doctor and Your Doctor, the opinion of Our Doctor will prevail and be binding;
  - iii. in the event of the Insured Person's death, a post-mortem examination at Our expense – in



respect of which You will give Us notice, where practicable, before interment or cremation of the Insured Person, stating the name and place of any inquest appointed.

(b) All certificates, information and evidence reasonably required by Us shall be furnished at Your expense.

**8 Burden of Proof**

If We assert that by reason of any Policy Terms any claim or loss is not covered, the burden of proving the contrary shall be on You.

**9 Claims Admittance**

In no case shall We 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 Us.

**10 Reasonable Precautions**

You and/or the Insured Person must take all reasonable precautions to prevent or reduce or remove any risk of loss or damage or liability arising from the subject matter of insurance under this Policy.

**11 Prosecution / Legal Proceedings**

You shall give the Company notice in writing immediately when You become aware of any intention to prosecute You, any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim with summons, and process shall be forwarded to the Company, unanswered, immediately on receipt. No admission, offer, promise or payment shall be made by You without Our prior written consent.

**12 Subrogation**

We shall be entitled, if We so desire, to take over and conduct in Your name the defence of any claim or prosecution or to take legal actions in Your and/or the Insured Person's name for Our benefit to claim for indemnity, damages or otherwise against any third party and We shall have full discretion in the conduct of such legal actions and proceedings including any settlement of the same.

You and/or the Insured Person shall promptly provide Us all information and assistance We 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.

We shall not be liable for any admission, offer, promise or payment made by You or the Insured Person without Our prior written consent.

**13 Premium**

a. You agree and acknowledge that the premium due must be paid and actually received in full by Us no later than seven (7) days from the Policy Effective Date or Renewal Date (as applicable), failing which We are entitled to cancel this Policy. The effect of cancellation is that this Policy will be cancelled from the Policy Effective Date or Renewal Date (as applicable). In such situation, no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.

b. If payment of full premium is to be made by credit card or autopay, the submission to Us of a complete and properly signed Direct Debit Authorisation form (or such other form as may be required by the card centre, bank or Us) to Us on or before the Policy Effective Date or Renewal Date (as applicable) will be deemed to be payment received by Us, subject to paragraph (c) below.

c. In the event of any rejection by the card centre or bank of the Direct Debit Authorization Form (or such other form as referred to in paragraph (b) above or any inability by Us to obtain payment of the premium by credit card or autopay deduction due to any reason, We will allow a second attempt for the charge and deduction of the outstanding premiums from the relevant card centre or bank. Should the second attempt fail for any reason, this Policy will be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.



- d. Premiums shall be amended on the renewal of Your Policy at the Renewal Date, after the date the Insured Person attain the age of sixty (60), seventy (70) and eighty (80).

**14 Reinstatement**

If We cancel this Policy due to non-payment of premium, We may allow this Policy to be reinstated if You provide Us with a satisfactory written application for reinstatement within sixty (60) days from the due date of payment and subject to Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim or loss under this Policy which occurs while this Policy has lapsed. Any Pre-existing Conditions shall include all such conditions existing prior to the reinstatement date.

**15 Cancellation**

15.1 This Policy may be cancelled at Your request by giving Us at least seven (7) days' prior notice:

- (a) For monthly premium payment policy: such cancellation shall become effective on the next Renewal Date, there will be no refund of premium.  
(b) For annual premium payment policy: You may cancel this Policy at any time during the Period of Insurance and obtain a pro-rata refund for the premium paid for the unused portion of the premium. However, We will not refund any premium if a claim has been paid or is payable to You.

15.2 We may cancel this Policy by giving no less than seven (7) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number) without an obligation to disclose Our reasons for such cancellation. After this Policy is cancelled by Us, We will refund to You the unearned portion of premium on a pro-rata basis.

15.3 Cover under this Policy will cancel automatically:

- a. Upon the date when the Benefit 1 or 2 has been fully paid;  
b. If the Insured Person ceases to be a Hong Kong Resident;  
c. When the Insured Person reaches the age of ninety (90) years old;  
d. Upon the Insured Person's death; or  
e. Upon non-payment of premium,  
whichever occurs first.

**16 Policy Change(s)**

Notwithstanding anything to the contrary, We reserve the right to revise or adjust the premium rates, benefits or terms and conditions of this Policy at Our absolute discretion, by giving thirty (30) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number).

**17 Renewal**

- a. This Policy will be renewed automatically upon payment of the due premium received by Us unless this Policy is, at Our absolute discretion, cancelled in accordance with the clause titled "Cancellation" under this Part 4 or is not renewed by Us on giving no less than seven (7) days' prior written notice to You. If this Policy is renewed, the next Period of Insurance shall be: (i) one (1) year for an annual premium payment policy; or (ii) one (1) month for a monthly premium payment policy from the Inception Date or last Renewal Date (as applicable).
- b. Subject to paragraph (a) above, renewal is allowed up to the Insured Person's age of eighty-nine (89) years old. The insurance for the Insured Person who reaches the age of ninety (90) years old at the Renewal Date will be automatically cancelled upon such Renewal Date.

**18 Plan down grade or upgrade and addition or deletion of optional cover**

If You give notice to Us to propose changing the plan type or addition/deletion of the optional cover (if applicable) of this Policy, subject to Our discretion to approve or reject, such change becomes effective on the date approved by Us. The additional or refund premium, if any, shall be calculated at Our discretion.

**19 Age Limit and Eligibility**

The insurance afforded under this Policy shall apply only if the Insured Person: (i) is aged between fifty (50) and seventy-nine (79) (inclusive) on the Policy Effective Date, and this Policy may be renewed until such Insured Person is aged eighty-nine (89).



**20 Governing Law**

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

**21 Arbitration**

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. The arbitration proceedings shall be conducted in English.

**22 Waiver of Your Rights**

If You fail to refer any dispute, controversy or difference to arbitration within twelve (12) months from the expiry of the negotiation period specified at the clause titled "*Arbitration*" under this Part 4, You shall be deemed to have accepted Our position in respect of the dispute, controversy or difference and to have waived all Your rights or claims with respect to the same.

**23 Exclusion of Third Party Rights**

Unless expressly provided to the contrary by law or under this Policy, any person who is not a party to this Policy will have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any Policy Terms.

**24 Benefit Limits**

The maximum total Benefit amount We will pay under this Policy for each event is the limit specified in the Policy Schedule for that event.

If Insured Person is aged seventy (70) years old and above at the time of loss, the maximum Sum Insured amounts under Part 2 - Benefit 1, 2 and 3 payable under this Policy will be capped at fifty percent (50%) of the Sum Insured limit specified in the Policy Schedule.

**25 Geographical Coverage**

This Policy insures the Insured Person twenty-four (24) hours a day and seven (7) days a week within:

- i) For Benefits 1 to 7 – Hong Kong, Macau and mainland China.
- ii) For Benefits 8 to 12 – Macau and mainland China only (Hong Kong is not included).

Losses arising or expenses incurred outside of the applicable Geographical Areas are not covered.

**26 Exceptions to Indemnity**

Notwithstanding anything to the contrary in this Policy, We shall not be liable to indemnify You or the Insured Person for their legal liability to pay: (i) compensation and/or damages in respect of judgments that are not, in the first instance, delivered by or obtained from a court of competent jurisdiction of Hong Kong; or (ii) any claimant's costs and expenses of litigation which are not incurred in and recoverable in Hong Kong.

**27 Duplication of Cover and Other Insurance Cover**

a. Other insurance with Us

(a) If You make a claim for indemnity under this Policy, and have more than one policy with Us which is the same product and provides the same cover, We will consider You to be insured under the policy which provides the highest benefit level.

(b) If, however, the other policy(ies) with Us provides the same or similar cover in terms of reimbursement of costs, expenses or third party liability payments but are not identical products, Our liability to indemnify You and/or the Insured Person will be distributed proportionately between Your policies with Us based on the proportion of the cover limit.



b. Other insurance with other insurers or other indemnities

In the event You or the Insured Person, as applicable, also receives reimbursement in whole or in part for such expenses from any insurance or other source(s), We will be liable only for the amount in respect of any excess of that amount payable by other insurers or recoverable from such other source(s), up to the maximum Sum Insured specified in the Policy Schedule. This condition is only applicable to Benefits whereby payment is on a reimbursement basis.

28 **Discharge of Our Liability**

We may, at Our sole discretion, pay You, the Insured Person or to a representative on behalf of You or the Insured Person pursuant to a claim under this Policy, the full amount of Our liability (after deduction of any sums already paid) or any lesser amount for which such claim can be settled. Our payment of such amount shall be deemed payment in full of Our liability which fully discharges Our liability for that loss under this Policy in respect of such claim, following which We shall: (i) relinquish the conduct of any defence, settlement or proceedings relating to such claim; and (ii) not be liable or responsible for any compensation, damages or costs in respect of which You are legally liable, or for any costs or expenses whatsoever incurred by You, in respect of such claim.

In the event of any successful claim or demand made by any person or entity as beneficiaries in respect of which We have already made payment to You or the Insured Person, You or the Insured Person shall indemnify Us in full.

29 **Sanctions Exclusion**

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.

30 **Data Privacy**

Based on the Declaration You have provided, You and the Insured Person agree that:

- (a) the personal data collected during the application process or administration of this Policy may be used by Us for the purposes stated in Our Data Privacy Policy (which can be found at <https://www.aig.com.hk/privacy-policy>). These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation and any related purposes).
- (b) We may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified at (a) above:
  - (i) third parties providing services related to the administration of this Policy, including reinsurers;
  - (ii) financial institutions for the purpose of processing this Policy and obtaining Policy payments;
  - (iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
  - (iv) any member of the AIG group in Hong Kong or elsewhere; or
  - (v) other parties referred to in Our Data Privacy Policy (which can be found at <https://www.aig.com.hk/privacy-policy>) for the purposes stated therein.
- (c) Based on the above, We may use Your and the Insured Person's contact details (name, address, phone number and email address) to contact and/or send direct marketing communications about insurance products and services provided by any member of the AIG group in Hong Kong or elsewhere.

31 **Miscellaneous**

- a. No assignment of interest under this Policy shall bind Us unless Our prior written consent is obtained and endorsed thereon.
- b. All benefits payable under this Policy will be in Hong Kong dollars. Where losses are incurred in a foreign currency, any indemnity payable by Us will be made in Hong Kong dollars based on the prevailing currency exchange rate as determined by Us.



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- c. If any portion of this Policy (including any part of any Policy Term) is found to be invalid or unenforceable, the remainder will remain valid, in full force and effect.