

Group Personal Accident Insurance

Policy Wordings



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PLEASE READ THIS POLICY

Please review this Policy and return to Us immediately if any error are found.

In consideration of payment of Premiums, We will insure the Policyholder and all Insured Persons to the extent provided in this Policy and shown in the Policy Schedule, subject to the definitions, provisions, conditions, general exclusions and Endorsements contained in this Policy.

This Policy shall become effective at 00:01 A.M. Hong Kong time on the date specified in the Period of Insurance in the Policy Schedule.

ELIGIBILITY

To be eligible for cover under this Policy, an Insured Person will be as described in the Policy Schedule. People's Republic of

China (PRC) Citizens will not be covered unless they:

- (i) are employed by the Policyholder in Hong Kong; and
- (ii) have a valid Hong Kong working permit; and
- (iii) have been issued with and hold a current Hong Kong Identity Card (HKID).

SECTION 1 GENERAL DEFINITIONS

For the purposes of this Policy the following definitions apply:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of a Bodily Injury.

Chubb Assistance means the independent service provider appointed by Us to provide overseas assistance services to Insured Persons.

Annual Salary means the average annual gross basic earned income of the Insured Person during the twelve (12) months immediately preceding Bodily Injury excluding bonuses, commission, overtime payments and any other allowances.

Basic Monthly Salary (BMS) means the average monthly gross basic earned income of the Insured Person during the twelve (12) months immediately preceding Bodily Injury excluding bonuses, commission, overtime payments and any other allowances.

Basic Weekly Salary (BWS) means the average weekly gross basic earned income of the Insured Person during the twelve (12) months immediately preceding Bodily Injury excluding bonuses, commission, overtime payments and any other allowances.

Beneficiary means the estate of the Insured Person.

Benefit Period means the maximum period of time for which a benefit is payable for Events 27 and/or 28 as shown in the Policy Schedule.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is an Insured Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a Sickness or any Pre-Existing Medical Condition.

Chinese Physician means a legally licensed traditional medical practitioner (including a Chinese herbalist, acupuncturist or bonesetter) duly registered and practicing within the scope of their license and training in the geographical area of the country in which such practice is maintained. A Chinese Physician cannot be:

- (a) the Policyholder;
- (b) the Insured Person;
- (c) a Close Relative of the Insured Person, a member of the immediate family of the Insured Person; or
- (d) an employee of the Policyholder.

Civil Commotion means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Close Relative means a Spouse/partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Confinement means necessary confinement in a Hospital as a Resident In-patient while under the care of a Physician for the treatment of a Bodily Injury and for which the Hospital makes a charge for room and board, except when such Confinement is in connection with an actual surgical operation which does not require the Insured Person to remain in a Hospital as a Resident In-Patient. The word Confined shall be constructed accordingly.

Dependent Child(ren) means a Insured Person's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured Person for maintenance and support.

Endorsement means a written alteration to the terms of the Policy.

Excess means the first amount of any covered loss or expense incurred by the Insured Person which We will not pay. Excess shall be applied to each and every loss which is covered under the Policy if shown on the Policy Schedule.

Excess Period means the period of time following Events 27 or 28 giving rise to a claim during and for which no benefits are payable as shown in the Policy Schedule.

Events means the Event(s) described in the relevant Table of Events set out in this Policy.

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

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

Home Invasion means an unlawful act of violence made by a person who unlawfully entered the Insured Person's permanent residence while the Insured Person was present. The Home Invasion must be evidenced by a written police report.

Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (b) provides a 24-hour a day nursing service by and under the supervision of a staff of nurses;
- (c) has a staff of one (1) or more Physician available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (e) is not primarily a clinic, nursing, rest or convalescent home, psychiatric institution, community hospital, rehabilitation institution, a place for alcoholics or drug addicts or similar establishment.

Insured Person means a person that meets the criteria specified for an Insured Person in the Policy Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy. An Insured Person is not a contracting insured under the Policy with Us.

Our agreement is entered into with the Policyholder. A person is no longer an Insured Person if they leave the employment of the Policyholder.

Journey means a trip undertaken outside of the Insured Persons stationed country on behalf of the business of the Policyholder not exceeding one hundred and eighty (180) days.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak;
- (e) Hand, Foot Fingers or Toes, loss of use of or Permanent severance through or above a metacarpophalangeal metatarsophalangeal joint;

and which in each case is caused by Bodily Injury.

Medical Expenses means Usual, Reasonable and Customary Medical Expenses incurred for treatment in respect of an Insured Person as a result of a Bodily Injury for:

- (a) medical, surgical, hospital and nursing treatment prescribed by a Physician; and
- (b) dental charges to restore sound and natural teeth resulting from an Accident.
- (c) ambulance charges.

Natural Catastrophe means a landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm.

Other Fracture means any fracture other than a Simple Fracture, Complete Fracture or Hairline Fracture.

Period of Insurance means the period shown on the current Policy Schedule or such shorter time if the Policy is terminated, and for which cover applies under the Policy.

Permanent means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Physician, the:

Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and

above disability is Permanent.

Physician means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice. A Physician cannot be:

- (a) the Policyholder;
- (b) the Insured Person;
- (c) a Close Relative of the Insured Person, a member of the immediate family of the Insured Person; or
- (d) an employee of the Policyholder.

Policy means this wording, the current Policy Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements) which together constitute the entire Policy between the parties.

Policyholder means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the Policy. They are the contracting insured. Where the Policyholder is more than one firm, partnership, company, association, organisation or entity of a similar nature, Policyholder shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be joint.

Policy Schedule means the relevant policy schedule issued by Us to the Policyholder.

Pre-existing Medical Condition means sickness contracted or Bodily Injury sustained by an Insured Person for which their diagnosis of, or symptoms should reasonably have received medical treatment, consultation, prescribed drugs or advice from a Physician prior to the effective date of the Insured Person's coverage under this Policy.

Premium means the premium payable by the Policyholder as shown on the Policy Schedule and/or any other premiums charged during the Period of Insurance that are payable in respect of the Policy by the Policyholder.

Public Conveyance means any bus, coach, ferry, hovercraft, hydrofoil, ship, taxi, limousine, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers, any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.

Resident In-patient means an Insured Person whose Confinement is as a resident bed patient and whose Confinement is necessary for the medical care of a Bodily Injury covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Riot means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

Second Degree Burn means both the epidermis and the underlying dermis are damaged.

Sickness mean any illness or disease first contracted by an Insured Person during the Period of Insurance and whilst the person is a Insured Person and for which the Insured Person has not received treatment or advice for treatment during twelve (12) months prior to the commencement date of the Period of Insurance.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment.

Spouse means an Insured Person's husband or wife and includes a de-facto and/or life partner with whom an Insured Person has continuously cohabited for a period of three (3) months or more at the time of loss.

Strike means the wilful act of any Striker or locked-out worker done in furtherance of a Strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Sum Insured means the benefit amount payable by Us as stated in the Policy Schedule.

Temporary Partial Disablement means where, in the opinion of a Physician, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation or business duties, while the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Physician.

Temporary Total Disablement means where, in the opinion of a Physician, the Insured Person is temporarily unable to engage in their usual occupation or business duties, while the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Physician.

Third Degree Burn means a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissues beneath.

Usual, Reasonable and Customary (UCR) Medical Expenses means charges for treatment, supplies or medical services medically necessary to treat the Insured Person's condition, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Us/Our/the Insurer/the Company means Chubb Insurance Hong Kong Limited, Hong Kong who is the insurer / issuer of this Policy.

SECTION 2 DESCRIPTION OF COVER

Subject to the other terms, conditions and exclusions of the Policy.

EXTENT OF COVER

If during the Period of Insurance the Insured Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below under Parts A, B, C, D & E, We will pay the corresponding benefit shown in the Table of Events, provided that:

- (a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
 (b) with respect to Event(s) 27 and/or 28, the Event occurs during the Period of Insurance, and
 (c) an amount for the Event is shown in the Policy Schedule referable to the percentage of the Sum Insured for that Event(s).

PART A – PERSONAL ACCIDENT

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Part A – Personal Accident.

| Table of Events | | The percentage of the Sum Insured shown in the Schedule against Part A – Personal Accident (per Insured Person)* | | |
|--|---|--|----------------------|-------------------------|
| The Events | | Scale I | Scale II | Scale III |
| Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury. | | | | |
| 1 | Accidental Death | 100% | 100% | 100% |
| 2 | Permanent Total Disablement | 100% | 100% | 150% |
| 3 | Permanent paralysis of all Limbs | 100% | 100% | 150% |
| 4 | Permanent and incurable Insanity | 100% | 100% | 150% |
| 5 | Loss of sight of both eyes | 100% | 100% | 150% |
| 6 | Loss of sight of one (1) eye | 100% | 100% | 100% |
| 7 | Loss of two (2) Limbs | 100% | 100% | 150% |
| 8 | Loss of one (1) Limb | 100% | 100% | 125% |
| 9 | Loss of speech and hearing | 100% | 100% | 100% |
| 10 | Loss of hearing in both ears | 100% | 100% | 100% |
| 11 | Loss of hearing in one (1) ear | 20% | 20% | 30% |
| 12 | Loss of speech | 50% | 50% | 80% |
| 13 | Permanent Loss of lens of each eye | - | 50% | 80% |
| 14 | Loss of Toe of either Foot : (a) all – one (1) Foot (b) great – both joints (c) great – one (1) joint (d) other than great – each Toe | - - - - | 20% 8% 5% - | 25% 10% 10% 1% |
| 15 | Permanent loss of use of one (1) Thumb of either Hand: (a) Both joints (b) One (1) joint | - - | 30% 15% | 40% 25% |
| 16 | Loss of four (4) Fingers and Thumb of either Hand | - | 70% | 85% |
| 17 | Permanent loss of use of four (4) Fingers | - | 40% | 55% |
| 18 | Loss of Fingers of either Hand : (a) Three (3) joints (b) Two (2) joints (c) One (1) joints | - - - | 15% 10% 7.5% | 20% 15% 10% |
| 19 | Fractured leg or patella with established non-union | - | 15% | 20% |
| 20 | Shortening of leg by at least 5 cm | - | 10% | 10% |

| | | |
|----|---|--|
| 21 | Permanent partial disablement not specified in Event 2 to 20 above. | Such percentage of the Sum Insured which corresponds to the percentage reduction in whole bodily function of the Insured Person as certified by no fewer than two (2) Physicians, one (1) of whom will be the Insured Person's treating Physician and the other will be appointed by Us. In the event of a disagreement between the Physicians, the amount payable will be the average of the two (2) opinions. |
|----|---|--|

Part A (ii) Additional Indemnity for Public Conveyance or Innocent Victim in Armed Robbery

If during the Period of Insurance, an Insured Person sustains Bodily Injury:

- (a) while traveling as a fare-paying passenger on board a Public Conveyance; or
- (b) is an innocent victim in an armed robbery or attempted robbery,

resulting in an Event listed in the Table of Events (1-21), We will pay the corresponding percentage of the Sum Insured for the

Event suffered as listed in the Table of Events up to the maximum amount shown on the Policy Schedule against Additional

Indemnity for Public Conveyance or Innocent Victim in Armed Robbery.

Exposure

If during the Period of Insurance, the Insured Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Insured Person suffers any of the Events outlined in the Table of Events (1-21) as a direct result of that exposure, the Insured Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

Disappearance

If during the Period of Insurance the Insured Person disappears in any manner whatsoever and the Insured Person's body has not been found within twelve (12) months after the date of that disappearance, the Insured Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death Benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that Benefit after the Policyholder or the legal representatives of the Insured Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Insured Person did not die as a result of a Bodily Injury.

PART B – MAJOR BURNS

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Part B – Major Burns.

| Events Major Burns (Damage as a percentage of total body surface area) | | Being a percentage of the amount shown in the Policy Schedule against Part B – Major Burns for each Insured Person. |
|--|-----------------------------|---|
| A Second Degree Burn / A Third Degree Burn on: | | |
| 22 | 45% or more of body surface | 100% |
| 23 | 27% or more of body surface | 60% |
| 24 | 18% or more of body surface | 50% |

| | | |
|----|------------------------------|-----|
| 25 | 9% or more of body surface | 30% |
| 26 | 4.5% or more of body surface | 20% |

The total amount payable in respect of the above listed Second and Third Degree Burns due to the same Bodily Injury is arrived at by adding together the various percentages of each of the Event but shall not exceed 100% of the Sum Insured shown in the Policy Schedule against Part B – Major Burns and there shall be no further liability under the Policy in respect of the same Event sustained thereafter. All burns must be certified by a Physician.

With respect to Part B – Major Burns We will not pay for liability arising directly or indirectly from, in respect of, due to sunburn, in-door tanning, cosmetic tanning, or aesthetic procedure.

PART C – WEEKLY BENEFITS – BODILY INJURY

Cover for an Event under this Part applies only if an amount is shown in the Policy Schedule against Part C – Weekly Benefits - Bodily Injury.

| Events | | Benefits |
|---|-------------------------------|--|
| <p>Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy is in force.</p> | | |
| 27 | Temporary Total Disablement | From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists and the Insured Person is employed by the Policyholder, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Policy Schedule against Part C - Weekly Benefits – Temporary Total Disablement, but not exceeding the percentage of Insured Person’s Basic Weekly Salary shown in the Policy Schedule. |
| 28 | Temporary Partial Disablement | From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists and the Insured Person is employed by the Policyholder, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Policy Schedule against Part B - Weekly Benefits – Temporary Partial Disablement but not exceeding the percentage of Insured Person’s Basic Weekly Salary shown in the Policy Schedule. If the Temporary Partial Disablement benefit is payable for Bodily Injury immediately after the Temporary Total Disablement benefit as stated above, the Excess Period (if any) applicable to such Temporary Partial Disablement benefit specified in the Policy Schedule will be waived. |

PART D – FRACTURED BONES

Cover for an Event under this Part applies only if an amount is shown in the Policy Schedule against Part D – Fractured Bones.

| Events | | Benefits |
|--|--|--|
| <p>Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.</p> | | <p>The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part D - Fractured Bones for each Insured Person.</p> |
| 29 | Neck, skull or spine (Complete Fracture) | 100% |

| | | |
|----|--|------|
| 30 | Hip (Complete Fracture) | 100% |
| 31 | Jaw, pelvis, leg, ankle or knee (Other Fracture) | 50% |
| 32 | Cheekbone, shoulder or Hairline Fracture of skull or spine | 30% |
| 33 | Arm, elbow, wrist or ribs (Other Fracture) | 25% |
| 34 | Jaw, pelvis, leg, ankle or knee (Simple Fracture) | 20% |
| 35 | Nose or collarbone | 20% |
| 36 | Arm, elbow, wrist or ribs (Simple Fracture) | 10% |
| 37 | Finger, Thumb, Foot, Hand or Toe | 7.5% |

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown in the Policy Schedule against Part D - Fractured Bones.

This benefit will not be payable to any Insured Person who has been diagnosed as having osteoporosis prior to the date on which they were first covered under this Policy. If any Insured Person is diagnosed as having osteoporosis after the date on which they were first covered under this Policy, We will only pay this benefit for the first Simple Fracture, Hairline Fracture or Other Fracture sustained, and no further payments will be made under this benefit.

PART E – ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT

Cover for an Event under this Part applies only if an amount is shown in the Policy Schedule against Part E – Accidental Medical Expenses Reimbursement.

| Events | | Benefits |
|--|---|--|
| Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury. | | Per Insured Person |
| 38 | Bodily Injury resulting in Medical Expenses | From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part E – Accidental Medical Expenses Reimbursement, less any applicable Excess. |
| 39 | Bodily Injury resulting in Medical Expenses for treatment by an Chinese Physician | From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses for treatment by an Chinese Physician, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part E – Accidental Medical Expenses Reimbursement - Chinese Physician less any applicable Excess. |

If the Policyholder or Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, We will only be liable for the additional amount not recoverable from such other source or insurance.

ADDITIONAL COVER APPLYING UNDER THE POLICY

Cover under the following benefits automatically applies to all categories provided a Sum Insured is shown on the Policy Schedule.

Chubb Assistance Emergency Hotline Service:

If during the Period of Insurance the Insured Person, the Policyholder or their representative requires one of the below services prior to or during a Journey, they can call Our 24-Hour Emergency Hotline Tel: (852) 3723 3030 for assistance if this benefit is shown as included on the Policy Schedule against Chubb Assistance Emergency Hotline Service.

The caller will be required to provide the Insured Person's name, Hong Kong Identity Card and Chubb Insurance Policy Number.

Travel Assistance includes:

- Inoculation and visa requirement information
- Embassy referral
- Interpreter referral
- Loss of luggage assistance
- Loss of travel document assistance
- Weather and exchange rate information assistance
- Emergency reservation for airline and hotel
- Emergency message transmission

Medical Assistance Includes:

- Telephone medical advice
- Medical service provider referral
- Monitoring of medical conditions when hospitalized
- Arrangement of appointments with Physicians
- Arrangement of hospital admission

The above hotline services are advisory services only, any cost(s) and/or expense(s) incurred due to actual services provided by the hotline services provider is at Insured Person, the Policyholder or their representative's own cost.

Loss of Teeth

If during the Period of Insurance an Insured Person's teeth are broken during an Accident, We will pay the amount shown in the Policy Schedule against Loss of Teeth for each broken Tooth per any one (1) Accident

Tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Tuition or Advice Expenses for Rehabilitation

If during the Period of Insurance, an Insured Person sustains Bodily Injury resulting in any of the Events covered under Part A of this Policy We will reimburse expenses incurred by the Policyholder or the Insured Person for tuition or advice provided by a licensed vocational school, provided such tuition or advice undertaken is certified as medically necessary by a Physician.

Reimbursement under this benefit will be limited to the actual costs incurred by the Policyholder or the Insured Person up to the maximum Sum Insured as shown in the Policy Schedule against Tuition or Advice Expenses for Rehabilitation.

Recruitment Expenses

If during the Period of Insurance the Insured Person suffers an Accidental Death or Permanent Total Disablement which is likely to result in a valid claim being payable under this Policy, We will pay the reasonable costs incurred by the Policyholder for recruitment of replacement employees up to the Sum Insured shown in the Policy Schedule

under Recruitment Expenses. Costs must be incurred within six (6) months from the date of the Accident and be necessary for the continuation of the Policyholder's business. This cover is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to the Us, if it is later found that a valid claim did not or will not eventuate.

Corporate Image Protection

If during the Period of Insurance an Insured Person or group of Insured Persons suffers Bodily Injury and in Our opinion this is likely to result in a valid claim for Accidental Death or Permanent Total Disablement under this Policy, We will reimburse the Policyholder for costs (other than the Policyholders own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred within fifteen (15) days of, and directly in connection with, such Bodily Injury, to protect and/or positively promote the Policyholders business and image and is subject to a signed undertaking given by the Policyholder that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not, and will not, eventuate. The maximum benefit payable is the amount shown in the Policy Schedule against Corporate Image Protection.

Funeral Expenses and/or Repatriation of Mortal Remains

If during the Period of Insurance the Insured Person suffers an Accidental Death;

- (a) We will pay the Beneficiary the Sum Insured shown in the Policy Schedule against Funeral Expenses for all reasonable funeral, burial or cremation and associated expenses; and/or
- (b) whilst travelling outside of their Country of Residence and their remains need to be returned to their Country of Residence or Home Country, We will pay the Beneficiary the Sum Insured shown in the Policy Schedule against Repatriation of Mortal Remains.

Country of Residence means the country in which the Insured Person is residing or intends to reside for more than one hundred and eighty-three (183) days.

Home Country means the country of which the Insured Person holds a passport. If the Insured Person holds more than one (1) passport, the Home Country will be taken to mean the country declared to Us.

Coma Benefit

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly causes or results in a continuous unconscious state for a period of fourteen (14) days or more requiring the regular care and attendance of a Physician, and this unconscious state is confirmed by a Physician, We will pay the daily Sum Insured up to the maximum number of weeks as shown in the Policy Schedule against Coma Benefit for any one (1) Accident.

Spouse Retraining

If during the Period of Insurance, an Insured Person suffers an Accidental Death or Permanent Total Disablement payable under Part A of this Policy, We will pay, at the Policyholder's request, actual costs incurred for the training or retraining of the Insured Person's Spouse:

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

up to the amount shown in the Policy Schedule against Spouse Retraining Benefit.

Provided always that:

- (a) the Spouse is aged under sixty-five (65) years at the commencement of such training; and
- (b) the training is provided by a recognised institution with qualified skills to provide such training; and
- (c) all such expenses are incurred within twelve (12) months from the date the Insured Person suffered the Bodily Injury for which the claim depends.

Dependent Child Education Supplement

If during the Period of Insurance, the Insured Person suffers an Accidental Death and is survived by Dependent Child(ren), We will pay the Beneficiary a lump sum benefit for the education of each surviving Child as shown in the Policy Schedule against Dependent Child Education Supplement, provided they were enrolled in a kindergarten, primary or secondary school, institution for vocational or tertiary education licensed by the local government at the time of the Accident.

Modification / Mobility Expenses

If during the Period of Insurance an Insured Person sustains a Bodily Injury resulting in their Permanent Total Disablement and a benefit under Part A of this Policy is payable, We will reimburse the Insured Person the necessary expenses incurred for purchasing medical equipment for the purpose of coping with the Permanent Total Disablement including but not limited to:

- (a) self-powered, climbing wheelchair; or
- (b) a motor vehicle with the controls suitably adjusted; or
- (c) a lift, necessary ramps, railings and holds to their Principal Home; or
- (d) renovation in their Principal Home for the purpose of coping with the disablement.

We will reimburse the actual cost of such equipment and installation incurred by the Insured Person up to the Sum Insured shown in the Policy Schedule against Modification/Mobility Expenses.

Principal Home shall mean the Insured Person's regular place of residence in Hong Kong.

Trauma Counselling Benefits

If during the Period of Insurance an Insured Person witnesses and /or is the victim of a traumatic event such as, but not limited to, rape, armed hold up, assault, natural disaster or acts of terrorism, We will reimburse the Insured Person for the cost of trauma counselling per visit, which is recommended by the Insured Person's Physician up to the maximum Sum Insured shown in the Policy Schedule against Trauma Counselling Benefits.

Accidental Hospital Cash

If during the Period of Insurance an Insured Person sustains a Bodily Injury which results in their Confinement in a Hospital, We will pay the Insured Person the daily benefit shown in the Policy Schedule against Accidental Hospital Cash for each day the Insured Person is Confined up to a maximum number of days shown in the Policy Schedule for all such Confinements resulting from any one (1) Accident.

Successive periods of Confinement, due to the same or related causes, shall be considered as one (1) Confinement unless separated by at least three (3) consecutive months.

Compassionate Death

If during the Period of Insurance an Insured Person suffers a sudden Sickness which within thirty (30) days of the commencement of the Sickness results in their death, We will pay to their Beneficiary the Sum Insured shown in the Policy Schedule against Compassionate Death.

Credit Card Protection:

If during the Period of Insurance an Insured Person suffers an Accidental Death payable under this Policy, We will pay to their Beneficiary the Insured Persons current outstanding credit card balance up to the maximum Sum Insured shown in the Policy Schedule against Credit Card Protection.

We will not pay:

- (a) interest accrued or financial charges incurred.
- (b) for this benefit if the Insured Person is entitled to this cover from any other source.
- (c) for expenses incurred if the Insured Person was aged under eighteen (18) years of age.

Scarring of the Face

If during the Period of Insurance the Insured Person sustains Bodily Injury which results in Permanent disfigurement or Permanent scarring of their face of at least one (1) square centimetre or two (2) centimetres in length, We will pay the Insured Person the Sum Insured shown in the Policy Schedule against Scarring of the Face.

Accidental Death Due to Natural Catastrophe

If, during the Period of Insurance, the Insured Person suffers an Accidental Death as a result of a Natural Catastrophe and the Accidental Death benefit under Part A of this Policy is payable, We will pay the Beneficiary an additional percentage of the Sum Insured for Event 1 up to the percentage and maximum amount shown on the Policy Schedule against Accidental Death due to Natural Disaster, whichever is lesser.

If the Insured Person also has a valid claim under Accidental Death Due to Bomb Hazard Within Premises Visited Overseas due to the same Accidental Death We will pay the Beneficiary under one (1) coverage section only.

Loss of or Damage to Personal Belongings due to Assault

If during the Period of Insurance an Insured Person sustains Bodily Injury and loss of or damage to clothing and personal articles as a result of an unprovoked assault, We will pay the Insured Person for the replacement of the lost or damaged item up to the Sum Insured shown in the Policy Schedule against Loss of or Damage to Personal Belongings.

Critical Illness

If during the Period of Insurance an Insured Person has a First Confirmed Diagnosis of Apallic Syndrome, Kidney Failure, Liver Failure, Muscular Dystrophy or Parkinson's Disease, We will pay the Insured Person the Sum Insured shown in the Policy Schedule against Critical Illness provided that the Insured Person survives at least thirty (30) days from the date of the First Confirmed Diagnosis.

We will not pay this benefit if the First Confirmed Diagnosis of the listed illness was made within thirty (30) days of the effective date of this Policy or within thirty (30) days of the Insured Person right to cover under this Policy if they were not within the employ of the Policyholder on the effective date of this Policy.

Apallic Syndrome means universal necrosis of the brain cortex, with the brainstem remaining intact. The definite diagnosis must be confirmed by a consultant neurologist. The condition has to be medically documented for at least one (1) month.

First Confirmed Diagnosis means a first diagnosis of a medical condition provided by a Physician.

Kidney Failure means end stage renal disease which presents chronic and irreversible loss of function of both kidneys as a result of which the Insured Person is required to undergo regular renal dialysis or kidney transplantation.

Liver Failure means chronic end stage liver failure which is permanent and irreversible and characterised by permanent jaundice, oesophageal varices, ascites and hepatic encephalopathy. For the avoidance of doubt, liver disease caused by or attributed to drug overdose or excessive alcohol ingestion shall not fall within the definition of Liver Failure and is not covered.

Muscular Dystrophy means a hereditary muscular dystrophy confirmed by a consulting neurologist resulting in the inability of the Insured Person to perform without assistance three (3) or more of the following:-

- (a) Bathing
- (b) Dressing
- (c) Using the lavatory
- (d) Eating
- (e) Movement in or out of bed or chair.

Parkinson's Disease means unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where all the following conditions of the disease are fulfilled:-

- (a) it cannot be controlled with medication
- (b) it is idiopathic in nature (all other forms of Parkinsonism are excluded)
- (c) it shows signs of progressive impairment, and
- (d) the Insured Person is unable to perform without assistance three (3) or more of the following: bathing, dressing, using the lavatory, eating and movement in or out of bed or a chair.

Psychotherapy Expenses

If during the Period of Insurance an Insured Person suffers an Accidental Death payable under this Policy, We will reimburse their Spouse's or Dependent Child(ren)'s cost of psychotherapy directly related to this incident provided that such therapy is essential and recommended by a Physician, up to the maximum amount shown in the Policy Schedule against Psychotherapy Expenses.

Natural Disaster Evacuation

If during the Period of Insurance whilst an Insured Person is on a Journey they are recommended to leave the country or city they are travelling in immediately by officials of that country, or the government of HKSAR issues a travel warning not travel to or recommends the Insured Person should leave that city or country immediately (whichever is applicable) in order to avoid the risk of personal Bodily Injury following an occurrence of a natural disaster: earthquake, tsunami or volcanic eruption, We will reimburse the Insured Person for the additional cost of:

- (a) an economy one (1) way ticket back to their country of residence; and

(b) an ordinary room accommodation in any reasonable hotel subject to HK\$1,000 per day for five (5) consecutive days, but excluding the cost of drinks, meals and other room services,

up to the maximum Sum Insured shown in the Policy Schedule against Natural Disaster Evacuation.

We will not pay the benefit if the natural disaster was in existence and/or its occurrence was foreseeable to a reasonable person prior to the Insured Person entering the country.

Political Retreat

If during the Period of Insurance whilst an Insured Person is on a Journey they are recommended to leave the country or city they are travelling in immediately by officials of that country, or the government of HKSAR issues a travel warning not travel to or recommends the Insured Person should leave that city or country immediately (whichever is applicable) in order to avoid the risk of personal Bodily Injury following an occurrence of Strike, Riot or Civil Commotion, We will reimburse the Insured Person for the additional cost of:

- (a) an economy one way ticket back to their country of residence; and
- (b) an ordinary room accommodation in any reasonable hotel subject to HK\$1,000 per day for five (5) consecutive days, but excluding the cost of drinks, meals and other room services,

up to the maximum Sum Insured shown in the Policy Schedule against Political Retreat.

We will not pay any benefit if an Insured Person is a national of, or on secondment to that country; and/or the political unrest was in existence and/or its occurrence was foreseeable to a reasonable person prior to the Insured Person entering the country.

If an Insured Person is required to leave the country in which they are travelling, We must be contacted beforehand to confirm cover under this Policy. Where possible We will make the travel arrangements and in all cases, We will decide where to send the Insured Person.

Kidnap Benefit

If during the Period of Insurance and whilst on a Journey, an Insured Person is Kidnapped, We will pay the Insured Person a daily benefit for each twenty-four (24) hour period they remain Kidnapped up to the maximum number of days shown in the Policy Schedule against Kidnap Benefit per any one (1) Accident.

Kidnapped shall mean the illegal abduction and holding hostage of one or more Insured Person for the purpose of making demands.

Home Invasion

If during the Period of Insurance the Insured Person suffers a Bodily Injury due to a Home Invasion and as a result requires medical treatment, We will reimburse the actual Medical Expenses incurred up to the Sum Insured shown in the Policy Schedule against Home Invasion. This cover is not applicable to a Home Invasion by an Insured Person's relative.

Parent Care

If during the Period of Insurance the Insured Person suffers an Accidental Death and Event 1 under Part A of this Policy is payable, We will pay each Dependent Parent up to the maximum Sum Insured shown in the Policy Schedule against Parent Care.

Dependent Parent means the natural parent(s) of an Insured Person who, at the time of the Accident, is receiving support and care provided by such Insured Person.

Accidental Death Due to Bomb Hazard Within Premises Visited Overseas:

If during the Period of Insurance, the Insured Person suffers an Accidental Death as a result of a Bomb Hazard within premises visited overseas. and the Accidental Death benefit under Part A of this Policy is payable, We will pay the Beneficiary an additional percentage of the Sum Insured for Event 1 up to the percentage and maximum amount shown on the Policy Schedule against Accidental Death due to Bomb Hazard within Premises Visited Overseas, whichever is lesser.

If the Insured Person also has a valid claim under Accidental Death Due to Natural Catastrophe due to the same Accidental Death We will pay the Beneficiary under one coverage section only.

Bomb Hazard means an Accident caused by or resulting from a Bomb Scare, Bomb Search or Bomb Explosion.

Bomb means any real or dummy explosive device designed and constructed as such, placed on the premises at the time the Insured Person is present with intent to cause injury, damage or fright.

Bomb Explosion means any detonation of a Bomb on the premises at the time the Insured Person is present whether or not the presence of the Bomb was reported in advance.

Bomb Scare means any report of the presence of a Bomb on the premises at the time the Insured Person is present.

Bomb Search means any organized attempt to find a reported Bomb on the premises at the time the Insured Person is present.

SECTION 3 GENERAL CONDITIONS APPLYING TO THE POLICY

1. To be eligible for cover under this Policy, an Insured Person must be as described in the Policy Schedule. If an Insured Person is aged seventy-six (76) years of age or above on the date of Accident and suffers a Bodily Injury the maximum We will pay is Hong Kong Dollars two million (HKD2,000,000) or the Sum Insured shown on the Policy Schedule whichever is the lesser amount.
2. The maximum amount We will pay in respect of any Event(s) 1-21 due to the same Bodily Injury is calculated by adding together the various percentages, the total of which will not exceed 150%.
3. If an amount is payable for Loss of a whole member of the body, then parts of the member cannot be claimed.
4. If an Insured Person suffers a Bodily Injury resulting in any one (1) of the Events 2-10 We will not be liable under the Policy for any subsequent Bodily Injury to that Insured Person.
5. If an Insured Person suffers a Bodily Injury resulting in any one (1) of the Events 2-21 and subsequently becomes entitled to a benefit under Event 1 within twelve (12) months of the Bodily Injury, We will pay the difference between the benefit already paid and the Accidental Death Sum Insured.
6. Benefits shall not be payable:
 - (a) for Events 27 and 28 in excess of the Benefit Period as shown against Part C - Weekly Benefits - Bodily Injury in the Policy Schedule in respect of any one (1) Bodily Injury;
 - (b) for Events 27 and 28 during the Excess Period as shown in the Policy Schedule;
 - (c) for Events 27 and 28 after the Excess Period, in an amount which exceeds the applicable percentage of salary as shown in the Policy Schedule against Part C - Weekly Benefits - Bodily Injury;
 - (d) unless the Insured Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Physician. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
 - (e) for more than one (1) of Events 27 and/or 28 that occur for the same period of time.
7. If as a result of Bodily Injury, the Insured Person is entitled to a benefit under Events 27 and/or 28 and subsequently becomes entitled to a benefit under Events 2-10 & 21 of the Table of Events under Part A, all benefits payable under Events 27 and 28 shall cease from the date of such entitlement.

SECTION 4 EXCLUSIONS APPLYING TO THE POLICY

This Policy does not cover, and We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which directly or indirectly:

1. results from an Insured Person's intentional self-inflicted injury, suicide, or any attempt suicide, while sane or insane, reckless misconduct, or any illegal or criminal act committed by the Policyholder or an Insured Person;
2. results from an Insured Person:
 - (a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers and operating only between established commercial airports; or
 - (b) training for and/or participating in professional sport of any kind.
3. results from War, invasion or Civil War or direct participation in a Strike or Riot.

SECTION 5 GENERAL PROVISIONS

Addition or Removal of Insured Person

For policies administered on an "un-named basis", the following provisions shall apply:

- (i) Any new Insured Person whom the Policyholder may engage during the currency of this Policy will be automatically covered from the day such employee is employed by the Policyholder, provided that such employee is within an occupation category similar in nature to that specified in the Policy Schedule. Any existing Insured Person shall automatically cease to be covered upon their leaving the employ of the Policyholder.
- (ii) The Policyholder undertakes to declare to Us the actual Sum Insured or headcount at the end of each Period of Insurance for premium adjustment, which will be done on an average basis, as follows. The adjustment of premium upwards or downwards, as the case may be, will be made at the end of each Period of Insurance, with the final premium being based on the average of the headcount/Sum Insured declared at the end of Period of Insurance and the headcount/Sum Insured amount declared at beginning of Period of Insurance:

A: Annual premium charged at the beginning of the policy year;

B: Actual premium charged at the end of the policy year

Adjustment premium = $(B - A) / 2$

For policies administered on a "named basis" as indicated in the Policy Schedule, written notice shall be given by the Policyholder to Us as soon as possible and in any event within ninety (90) days of:

- (i) any Insured Person being added to any group or class specified in the Policy Schedule;
- (ii) any Insured Person being deleted from any group or class specified in the Policy Schedule;
- (iii) any revision or adjustment in Sum Insured of any Insured Person.
- (iv) Any addition or deletion of Insured Persons or change of amount insured made after the issuance of this policy, all subsequent premium adjustment(s) shall be made at the end of each policy anniversary using Simplified Administration based on the following formula:

A: Annual premium charged at the beginning of the policy year;

B: Actual premium charged at the end of the policy year

Adjustment premium = $(B - A) / 2$

Coverage ceases upon the date of termination of employment. The Policyholder shall provide written proof of the Insured Person(s) employment to Us in the event of a claim.

Aggregate Limit of Liability

Our total liability for all claims arising under the Policy during any one (1) Period of Insurance shall not exceed the amount shown on the Policy Schedule against Aggregate Limit of Liability. In the event that claims are made under the Policy which exceed the above Aggregate Limit of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

Arbitration

Any dispute of any kind arising out of or in connection with this Policy shall be referred within twelve (12) months from the date of first notice of dispute to the arbitration and final decision of a sole arbitrator to be appointed by agreement between the Policyholder and Us or, failing such agreement within twenty-eight (28) days, under the Domestic Arbitration Rules of Hong Kong International Arbitration Centre (HKIAC). All disputes shall be arbitrated as domestic arbitration. If reference to arbitration shall not be made within the said twelve (12) months of first notice of dispute, the claimant shall be deemed to have waived all claims in connection with or arising out of the said dispute. The making of an award by such as arbitrator shall be a condition precedent to any right of action against Us.

Breach of Conditions

If the Policyholder or the Insured Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Change of Business Nature Occupation

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under the Policy.

Clerical Error

Clerical errors by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Compliance with Applicable Economic and Trade Sanctions Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to EU, UN and Hong Kong sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

Currency

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

Conditions Precedent to Liability

Our liability for any benefit under this Policy is conditional upon the:

- (i) truth of the statements and information as provided to Us by the Policyholder and all Insured Person(s); and
- (ii) due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Policyholder and all Insured Person(s).

Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Examination and Audit

We shall be permitted to examine the Insured Persons or the Policyholder's records relating to this Policy at any time during the Period of Insurance and within three (3) years after the termination of this Policy for whatsoever reason for the full and final adjustment and settlement of all claims, whichever is later.

Fraud

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a benefit under this Policy, We have no liability in respect of such claim and We will be entitled to terminate this Policy with immediate effect.

Geographical Limit and Operative Time

The coverage as afforded under this Policy is twenty-four (24) hours a day worldwide unless otherwise stated in the Policy or Policy Schedule or any subsequent Endorsements.

Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region.

Legal Action

No legal action may be brought to recover on this Policy until sixty (60) days after We have been given written proof of loss. No such action may be brought after two (2) years from the date of loss.

Misrepresentation

This Policy shall be voidable in the event of any misrepresentation, mis-description, non-disclosure or concealment of any circumstances by the Policyholder or the Insured Person which is material to or connected with:

- (i) the Policyholder's and/or the Insured Persons' risk experience and claim history;
- (ii) the Policyholder's and/or the Insured Persons' insurance record, including previous refusals to grant insurance coverage; and
- (iii) the nature of the business of the Policyholder and the nature of the employment of each Insured Person.

Notice and Sufficiency of Claim

Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy.

All certificates, information and evidence required by Us shall be supplied, in the form prescribed by Us, at the expense of the Policyholder or the Insured Person. An Insured Person shall, as often as may be required by Us, submit to medical examinations by physician(s) appointed by Us and at Our expense.

Payment of Claims

Payment for the death of the Insured Person is payable to the Beneficiary, and all other benefits paid under the Policy shall be payable to such person or persons and in such proportions as specified in the Policy. However, We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which directly or indirectly that is recoverable from other sources or insurance policies applicable to that Insured Person except for the benefits under Part A – Personal Accident and Automatic Cover Applying to the Policy where the payment of the benefit is related to Accidental Death or Permanent disablement.

Premium Payment Warranty

Any Premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within ninety (90) days of the effective date of the coverage under the Policy.

In the event that any Premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the ninety (90) days period referred to above, then:-

- (i) the cover under the Policy is automatically terminated immediately after the expiry of the said ninety (90) days period;
- (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said ninety (90) days period; and
- (iii) We shall be entitled to a pro-rata time on risk premium subject to a minimum of Hong Kong Dollars three thousand (HKD3,000).

If the Period of Insurance is less than ninety (90) days, any Premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

If this Policy is terminated through default in the payment of the agreed Premiums for this Policy, any subsequent acceptance of a Premium by Us shall reinstate the Policy, but the Policy only covers the time period after the reinstatement becomes effective as specified by Us in writing.

Subrogation

The Policyholder and/or the Insured Person agrees that We have the right to proceed at its expense in the name of the Policyholder and/or the Insured Person against any third parties who may be responsible for an occurrence of an event giving rise to a claim under this Policy.

Termination, Cancellation and Renewal

This Policy will continue to be in force until the end of the Period of Insurance. This Policy may be renewed for consecutive periods by the payment of the agreed premium prior to the expiry of the Period of Insurance or as provided in the Premium Payment Warranty Clause. We reserve the right to decline the renewal, or amend premium rates, benefits, terms and conditions of this Policy at the end of any Period of Insurance.

(a) Automatic Termination of Cover

Cover under this Policy in respect of any particular Insured Person will terminate on the earliest of the following events:

- (i) the Insured Person ceasing to satisfy any of the eligibility requirements set out herein;
- (ii) the death of such Insured Person.
- (iii) When the Insured Person ceases to be employed by the Policyholder

(iv) Upon expiry of the Period of Insurance.

(b) Cancellation of this Policy

- (i) We may cancel this Policy, at any time by giving thirty (30) days' notice in writing to the Policyholder. In the event of such cancellation, We will return a pro-rated portion of any premium paid.
- (ii) The Policyholder may cancel at any time by giving Us written notice provided no claim has arisen during the current Period of Insurance. In the event of such cancellation, We will promptly return any portion of the premium paid that has not been deemed to be earned by Us. The premium deemed to be earned will be, computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium.

| Period Covered not exceeding | Short period rates of annual premium |
|------------------------------|--------------------------------------|
| 2 months | 40% |
| 3 months | 50% |
| 4 months | 60% |
| 5 months | 70% |
| 6 months | 75% |
| Over 6 months | Full annual premium |

(iii) Cancellation is not allowed for policies which have a **Period of Insurance** of less than one (1) year.

Cancellation shall be without prejudice to any event giving rise to a claim under this **Policy** prior to the effective date of such cancellation.

Waiver

No delay or omission by Us in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 6 HOW TO MAKE A CLAIM

The Claimant should submit a claim within thirty (30) days of the event taking place to [Chubb Claim Centre \(www.chubbclaims.com.hk\)](http://www.chubbclaims.com.hk) You can simply scan the below QR code to access the Chubb Claim Centre on your smartphone or tablet.



Alternatively, you can complete a claim form and submit together with the travel documents and the following documents as appropriate to Chubb Insurance Hong Kong Limited within thirty (30) days of the event taking place. Please call 3191 6222 for further assistance.

*For English submission only.

Personal Accident / Major Burns / Credit Card Protection:

- Medical report or certificate issued by a **Physician** certifying the degree or severity of disability;
- Police report, where relevant;
- Official/legal document of the employment status, where relevant.

Accident Death:

- Death certificate;
- Coroner's report;
- Police report, where relevant;
- In the event of a disappearance, presumption of death as proclaimed by court.

Hospital Cash:

- Diagnosis, including patient name and date of diagnosis, certified by a Physician;
- Original **Hospital** bill or receipt issued by a **Hospital**.

Medical Expenses:

- Diagnosis and treatment, including patient name and date of diagnosis, certified by a Physician;
- Original **Hospital** bill/receipt with itemized list issued by a **Hospital**;

These are some of the required document for claims. The Company reserves the right to request the Insured Person to provide any other information or documents which are not specified above, if necessary.

SECTION 7 PERSONAL INFORMATION COLLECTION STATEMENT

We want to ensure that Our Policyholders and Insured Persons are confident that any personal data collected by Us is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which We collect and use personally identifiable information provided by an Insured Person ("Personal Data"), the circumstances when Personal Data may be disclosed and information regarding an Insured Persons rights to request access to and correction of Personal Data.

Purposes of Collection of Personal Data

We will collect and use Personal Data for the purposes of providing competitive insurance products and services to an Insured Person, including considering application(s) for any new insurance policies and administering policies to be taken out with Us, arranging the cover and administering and managing the Insured Person and Our rights and obligations in relation to such cover. We also collect the Personal Data to be able to develop and identify products and services that may interest an Insured Person, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. We may also use an Insured Persons personal data in other ways with their consent.

Transfer of Personal Data

Personal Data will be kept confidential and We will not sell an Insured Persons Personal Data to any third party. We limit the disclosure of Personal Data but, subject to the provisions of any applicable law, an Insured Persons Personal Data may be disclosed to:

- (i) third parties who assist Us to achieve the purposes set out in paragraphs 1. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within the Chubb local and overseas;
- (iii) the insurance intermediary through which the Policyholder or Insured Person accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with the Insured Persons consent.

With regard to the above transfers of Personal Data, where applicable, an Insured Person consents to the transfer of their Personal Data outside of Hong Kong.

Access and correction of Personal Data

Under the Personal Data (Privacy) Ordinance ("PDPO"), an Insured Person has the right to request access to and correction of Personal Data held by Us about them and We will grant that access to and correct the Personal Data as requested by an Insured Person unless there is an applicable exemption under the PDPO under which We may refuse to do so. An Insured Person may also request Us to inform them of the type of Personal Data held by Us about them.

Requests for access or correction of Personal Data should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@chubb.com

A request to obtain access or correction will be considered within forty (40) days of Our receipt of the request. We will not charge an Insured Person for lodging a request for access to their Personal Data and if We levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

About Chubb in Hong Kong

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include Property, Casualty, Marine, as well as Accident & Health programs for large corporates, mid-sized commercial and small business customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

Contact Us

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