

Enterprise Employees Accident and Illness Benefits

Policy Wording

CHUBB®

Contents

Section 1 General Definitions.....	3
Section 2 Definition Of Critical Illness	6
Section 3 Description Of Cover	6
Part A – Personal Accident	6
Part B – Accidental Medical Expenses Reimbursement.....	8
Part C – Critical Illness	8
Part D – Compassionate Death.....	8
Additional Cover Applying To The Policy	9
Section 4 General Conditions Apply To The Policy	9
Section 5 Exclusions Applying To The Policy	10
Section 6 General Provisions	10
Section 7 How To Make A Claim.....	14
Section 8 Personal Information Collection Statement	15
About Chubb In Hong Kong SAR	16

PLEASE READ THIS POLICY

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

Age means the current age of the Insured Person on the Commencement Date.

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

Beneficiary means the estate of the Insured Person.

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.

Commencement Date means the date, during the Period of Insurance, We agree to provide insurance under the Policy and which is the date shown on the current Policy Schedule or the first date of employment of the Insured Person with the Policyholder, whichever is later.

Critical Illness means any one of the critical illnesses as listed and defined under Section 2 of this Policy.

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.

Events means, for Part A & B covers, the Event(s) described in the relevant Table of Events set out in this Policy; and for Part C cover, means an occurrence that could give rise to a claim for a benefit under the Policy during the Period of Insurance.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

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

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. He/ she is a person 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. "Senior Management Staff", referred in the Policy Schedule as Insured Person, means any managing director, chairman, chief executive officer, president or senior vice president of the Policyholder.

Journey means a trip undertaken by the Insured Person, not exceeding one hundred and eighty (180) day, outside of the Insured Person's stationed country as assigned by the Policyholder.

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.

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 Commencement 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.

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.

Sickness means any illness or disease first contracted by an Insured Person during the Period of Insurance and whilst the person is an Insured Person and for which the Insured Person has not received treatment or advice for treatment prior to the Commencement Date.

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.

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, who is the insurer / issuer of this Policy.

SECTION 2 DEFINITIONS OF CRITICAL ILLNESS

1. **Cancer** means a malignant tumour characterized by uncontrolled growth and the spread of malignant cells. This includes Leukaemia, Hodgkin's Disease, Non Hodgkin's Lymphoma and invasive Melanoma which exceeds 0.75 mm in depth. It does not include:
 - (a) Melanoma that is not invasive and has not exceeded 0.75mm in depth; and
 - (b) Any other skin cancer; and
 - (c) Carcinoma in situ (Carcinoma in situ is a malignant tumour arising from surface epithelial cells which are restricted to the epithelium, and have not penetrated the basement membrane); and
 - (d) Kaposi's Sarcoma; and
 - (e) AIDS related cancers.Coverage is effective if the cancer is diagnosed by a Physician and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings. The Cancer must be positively diagnosed by the pathologist using fixed tissue or appropriate cellular preparations (smears). The diagnosis must be established based on the cellular architecture of the preparations obtained from the lesions in conjunction with the clinical diagnosis.
2. **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.
3. **Myocardial Infarction** means the death of a portion of the heart muscle as a result of inadequate blood supply to the areas. The diagnosis must be based on all of the following:
 - (a) A history of typical chest pain; and
 - (b) New electrocardiographic changes; and
 - (c) Elevation of cardiac enzyme levels.

SECTION 3 DESCRIPTION OF COVER

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

PART A – PERSONAL ACCIDENT

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 covers, 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) an amount for the Event is shown in the Policy Schedule referable to the percentage of the Sum Insured for that Event(s).

Cover for an Event under this Part A 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 II	
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.				
1	Accidental Death		100%	
2	Permanent Total Disablement		100%	
3	Permanent paralysis of all Limbs		100%	
4	Permanent and incurable Insanity		100%	
5	Loss of sight of both eyes		100%	

6	Loss of sight of one (1) eye		100%	
7	Loss of two (2) Limbs		100%	
8	Loss of one (1) Limb		100%	
9	Loss of speech and hearing		100%	
10	Loss of hearing in both ears		100%	
11	Loss of hearing in one (1) ear		20%	
12	Loss of speech		50%	
13	Permanent Loss of lens of each eye		50%	
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% -	
15	Permanent loss of use of one (1) Thumb of either Hand: (a) Both joints (b) One (1) joint		30% 15%	
16	Loss of four (4) Fingers and Thumb of either Hand		70%	
17	Permanent loss of use of four (4) Fingers		40%	
18	Loss of Fingers of either Hand : (a) Three (3) joints (b) Two (2) joints (c) One (1) joints		15% 10% 7.5%	
19	Fractured leg or patella with established non-union		15%	
20	Shortening of leg by at least 5 cm		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.		

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 Beneficiary 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 – ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT

Cover for an Event under this Part B applies only if an amount is shown in the Policy Schedule against Part B – 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
22	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 B – Accidental Medical Expenses Reimbursement, less any applicable Excess.
23	Bodily Injury resulting in Medical Expenses for treatment by a Chinese Physician	From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses for treatment by a Chinese Physician, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part B – 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.

PART C – CRITICAL ILLNESS

Cover for any one of the listed Critical Illnesses under this Part C applies only if an amount is shown in the Policy Schedule against Part C – Critical Illness.

If an Insured Person is diagnosed with any one of the listed Critical Illnesses during the Period of Insurance and a Physician certifies this, We will pay the Insured Person the Critical Illness lump sum benefit shown on the Policy Schedule.

The Critical Illness lump sum benefit will not be paid if:

1. The Insured Person suffered from any listed Critical Illnesses before the Commencement Date of the Insured Person's coverage under this Policy; or
2. The condition was caused directly or indirectly by a sickness or injury for which the Insured Person should have received relevant medical treatment or advice from a Physician prior to the Commencement Date of the Insured Person's coverage under this Policy; or
3. The condition occurs during the first thirty (30) days after the Commencement Date of the Insured Person's coverage under this Policy; or
4. The Insured Person has been diagnosed with one of the Critical Illnesses and he/she lives for a period of less than thirty (30) days after the diagnosis.

For the avoidance of doubt, the Critical Illness lump sum benefit will be paid where the Insured Person, during the Period of Insurance, is first diagnosed with one of the Critical Illnesses and only one Critical Illness will be covered.

PART D – COMPASSIONATE DEATH

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

ADDITIONAL COVER APPLYING UNDER THE POLICY

Cover under the following benefit 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.

SECTION 4 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. Coverage is available to persons between twenty (20) to sixty (60) of Age.
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 100%.
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 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.

SECTION 5 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; or
 - (c) engaged in any manual work and/or construction site work.
3. results from War, invasion or Civil War or direct participation in a Strike or Riot; and
4. Pre-existing Medical Conditions.

SECTION 6 GENERAL PROVISIONS

Addition or Removal of Insured Person during the Period of Insurance

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 declared at the end of Period of Insurance and the headcount 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 = $(B - A) / 2$

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.

Mis-statement of Insured Person's age

If the age of the Insured Person has been mis-stated, We may, in Our sole discretion determine: (i) that any benefits payable under this Policy with respect to such person shall be the benefits the Premiums paid would have purchased if the age of the Insured Person had been correctly stated; or (ii) to refund the additional amount of Premiums paid, without interest to the Policyholder.

In the event that the age of the Insured Person has been mis-stated and if, according to the correct age of the Insured Person, the cover provided by this Policy would not have become effective or would have ceased prior to the acceptance of any Premium or Premiums, then, Our liability during the period the Insured Person is not eligible for cover shall be limited to the refund, upon request, to the Policyholder of that part of such Premiums paid for the period not covered under this Policy.

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.

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 minimum premium shown in the Policy Schedule

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.

Duplicate policy for Enterprise Employees Accident and Illness Benefits

A Policyholder is not allowed to hold more than one Policy of Enterprise Employees Accident and Illness Benefits . If a Policyholder is holding more than such Policy , the Policy which was issued first will prevail. We will refund the Premium paid for the invalid Policy, without interest, to the Policyholder.

SECTION 7 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) 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:

- 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 / Compassionate Death

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

Accidental 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;

Critical Illness :

- Medical report or certificate issued by a Physician certifying the degree or severity of disability;
- Official/legal document of the employment status, where relevant;
- Diagnosis and treatment, including patient name and date of diagnosis, certified by a Physician;
- Laboratory investigations result and/or any other documentary evidence required by Us under the Policy

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 8 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 6800
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.

