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## GROUP PERSONAL ACCIDENT INSURANCE POLICY

Please read this insurance carefully and see that it meets your requirements. If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company

The Group Personal Accident Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as "this Policy".

Item 1 – Accidental Death

Item 2 – Permanent Total or Partial Disablement

The insurance coverage is stated in the COVER of this Policy and is further subject to the DEFINITIONS, the PROVISIONS, the EXCLUSIONS and the CONDITIONS.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum or Amendment hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

In consideration of the statements made in the Proposal, which will be the basis of this Policy and is deemed to be incorporated herein, and of the due payment of the Premium and subject to all the exclusions, conditions, and other terms of this Policy (hereinafter collectively referred to as "Terms of this Policy"), the Company hereby insures the Insured named in the Schedule against Loss resulting from a Bodily Injury occurs stated in the Schedule during the Period of Insurance. The Company will not pay any benefit hereunder for any loss that is directly or indirectly caused by sickness, disease or any of the exclusions listed in the EXCLUSIONS of this Policy.

Subject to Clause [2] of the CONDITIONS, this Policy will become effective and commence (at 12:00 a.m., Hong Kong time) on the first date of the Period of Insurance as shown in the Schedule. It will be in force in accordance with and subject to the Terms of this Policy for the Period of Insurance.

In witness whereof, the Company has issued this Policy at Hong Kong. This Policy will not be binding upon the Company unless the Schedule attached hereto is signed by an authorized representative of the Company.

### DEFINITIONS

#### Accident, Accidental

means sudden and unforeseen event which happens unexpectedly and causes Bodily Injury to the Insured Person.

#### Bodily Injury

means bodily injury to the Insured Person caused by an Accident solely and independently of any other causes.

#### Civil War

means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

#### Death

means death to the Insured Person caused by an Accident solely and independently of any other causes.

#### Fractured Leg or Patella with established non-union

means a complete break into two places; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.

#### Hong Kong

Means The Hong Kong Special Administrative Region.

#### Hospital

means institution lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having twenty-four (24) hours per day nursing services by legally qualified registered nurses and medical supervision under legally qualified Registered Medical Practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts.

#### Immediate Family Member

means the Insured Person's spouse, parents, parents-in-law, grandparents, sons, daughters, brothers or sisters.

#### Insured Person

means the person named in the Schedule as "Insured Person", and in the Proposal Form as "Person to be Insured" or "Additional Person to be Insured".

#### Loss of Fingers or Toes

means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

#### Loss of Hearing

means Permanent irrecoverable loss of hearing where one sixth of  $a+2b+2c+d$  is above 80 dB (a dB = hearing loss at 500 Hertz, b dB = hearing loss at 1,000 Hertz, c dB = hearing loss at 2,000 Hertz, d dB = hearing loss at 4,000 Hertz).

#### Loss of Limb

means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

#### Loss of Sight

means complete blindness which is Permanent and incurable.

#### Loss of Speech

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

#### Loss of Use

means total functional disablement and is treated like the total loss of said limb or organ.

#### Period of Insurance

means the period specified in the Schedule including any renewal period agreed by the Company.

#### Permanent

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



### **Permanent Total Disablement**

means when as the result of injury and commencing within twelve (12) consecutive months of the date of the accident an Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience, or if he/she has no business or occupation from attending to any duties which would normally be carried out by him/her in his daily life, the Company will pay, provided such disability has continued for period of twelve (12) consecutive months the Principal Sum less any other amount paid or payable under this Policy as the result of the same accident. The disability must be total, continuous and permanent at the end of the period. This condition must be certified by a Registered Medical Practitioner.

### **Proposal**

means signed proposal form, any declaration and information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

### **Public Common Carrier**

means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

### **Registered Medical Practitioner**

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

### **Schedule**

means the Schedule attached to and incorporated in this Policy.

### **War**

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

## **COVER**

### **Item 1 - Accidental Death**

If within twelve (12) consecutive months from the date of accident on which the Bodily Injury, as a result of a covered accident solely and independently of any other cause happens and results in the death of the Insured Person, the Company will, subject to the Terms of this Policy, pay the Principal Sum stated in the Schedule here-in-attached to the Beneficiary.

### **Item 2 - Permanent Total or Partial Disablement**

If within twelve (12) consecutive months from the date of accident on which the Bodily Injury, as a result of a covered accident solely and independently of any other cause happens, and result in Loss or Disablement but not in the death of the Insured Person, the Company will, subject to the Terms of this Policy, pay the percentage of Capital Sum according to the Compensation Table here-in-attached of this Policy.

## **PROVISIONS (under Item 1 and 2)**

### **a) Exposure and Disappearance**

If the body of the Insured Person has not been found within twelve (12) consecutive months as a direct result of disappearance, sinking or wrecking of the common carrier aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling as a fare-paying passenger during the Period of Insurance and the body of the Insured Person has not been found within twelve (12) months of the

date of disappearance, the Death of the Insured Person as the sole and direct result of such Accident may reasonably be presumed upon receipt of evidence to the Company's satisfaction. The Company will then pay the benefit under Item 1 provided that the Insured Person's legal personal representatives or the beneficiary will sign an undertaking to refund the benefit to the Company should the Insured Person be subsequently found to be living.

- b) The aggregate of all the benefits payable under Item 1 – Accidental Death and Item 2 - Permanent Total or Partial Disablement during the Period of Insurance will not exceed the amount of the Capital Sum.
- c) If a Bodily Injury causes Permanent Total or Partial Disablement and subsequently results in the death of the Insured within twelve (12) consecutive months from the date of accident, the Company will, subject to the Terms of this Policy, pay the benefit under Item 1 Accidental Death only, and no payment will be made under Item 2 – Permanent Total or Partial Disablement for the same Bodily Injury.

## **EXCLUSIONS (applicable to all Sections)**

This Policy will not cover Death, Disablement, Bodily Injury, medical expenses, loss of income or other expenses arising directly or indirectly from:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion.
- b) ionising, radiation or contamination by radioactivity from any nuclear fuel, from any nuclear waste, from the combustion of nuclear fuel or from any nuclear weapons material.
- c) committing crime, taking part in unlawful act or illegal activity, resistance to arrest or fighting of any kind (except in bona fide self-defense).
- d) suicide, attempted suicide, intentional self-injury or wilful exposure to danger (other than in an attempt to save human life).
- e) Human Immunodeficiency Virus (HIV), HIV related illness including Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), any mutant derivatives or variations however caused.
- f) disease of any kind.
- g) mental defect or infirmity of any kind.
- h) pregnancy, miscarriage, childbirth or complications arising from any of them.
- i) engaging in regular or temporary service or duty with any disciplinary forces, military, naval, air force or armed force services of any kind.
- j) flying or taking part in any other aerial activities except whilst travelling as a passenger in, boarding or alighting from a licensed aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft.
- k) engaging in any kind of sport in a professional capacity or where the Insured Person would or could earn any income or remuneration from engaging in such kind of sport, from engaging in such kind of sport, racing of any kind (except on foot) or mountaineering and competition.

## **CONDITIONS**

### **1. Entire Contract and Changes**

This Policy, including the Schedule, the Proposal, the Endorsement and any other documents attached hereto, constitute the entire contract of insurance. No change in this Policy will be valid unless and until approved by the Company in writing and unless such approval is endorsed hereon or attached hereto. No agent of the Company has authority to change this Policy or to waive any of its provisions.

### **2. Premium Payment and Period of Cover**

The Premium is due and payable on the Effective Date by the



Insured. This Policy will not be valid and binding unless and until the Premium has been promptly and duly paid to the Company. Subject to cancellation of this Policy by either the Company or the Insured in accordance with Clauses [15] or [16] of the CONDITIONS, this Policy will be valid for the Period of Insurance. For the avoidance of doubt, this Policy remains valid and in force during the grace period provided for under Clause [19] of the CONDITIONS.

### 3. Reinstatement of Policy

If default occurs on the payment of the Premium, subject to Clause [19] of the CONDITIONS, the subsequent acceptance of the Premium by the Company, within six (6) months when the Premium falls due, will reinstate this Policy. However, if the Company requires an application for reinstatement, this Policy will be reinstated upon approval of such application by the Company, but only to cover Loss resulting from a Bodily Injury thereafter sustained. Reinstatement will be conditional upon satisfactory written proof submitted to the Company that the Insured is insurable on the same basis as when this Policy was first issued.

### 4. Notices

The Insured will

- give immediate written notice to the Company of any change in name, the City of Residence, or the Occupation stated in the Schedule;
- notify the Company before renewal of this Policy of any Bodily Injury, sickness, disease, physical defect or infirmity, or health condition of which the Insured has become aware of during the Period of Insurance.

In consideration of the above changes, the Company may require the Insured to pay an additional Premium. If the Insured refuses to pay any additional Premium, all the coverage provided by this Policy will cease immediately on the day of such change. If the Insured does not advise the Company of such change, no benefit will be payable under this Policy in respect of any claim arising out of or in the course of such change.

### 5. Notice of Claim

In case of a Bodily Injury which may give rise to a claim under this Policy, written notice must be given to the Company as soon as reasonably possible, and in any event within thirty (30) days after the date of accident causing such Bodily Injury. The Insured must as early as possible place himself/herself under the care of a Registered Medical Practitioner. In the event of the death due to a Bodily Injury, immediate notice thereof must be given to the Company by the Beneficiary and reasonable notice must be given to the Company before interment or cremation. The results of any post-mortem examination or inquest should also be forwarded to the Company.

### 6. Sufficiency of Notice

Notice sent and payments made to the Company must be sent to the Hong Kong address of the Company stated in this Policy or as otherwise notified by the Company from time to time. Notice given by or on behalf of the Insured or Beneficiary as the case may be, to the Company with information sufficient to identify the Insured, will be deemed to be a valid notice.

### 7. Claim Forms

The Company, upon receipt of a notice of claim under this Policy, will have the right to request the Insured to submit a claim form (as prescribed by the Company) for the purposes of filing proof of Loss. If the Company has not requested for the submission of such claim form within fifteen (15) days of the receipt of the notice of claims, the Insured will be deemed to have complied with the time limit for claims notification. For the avoidance of doubt, the Insured is still obliged to provide satisfactory evidence in support of his/her claim as may be requested by the Company from time to time.

### 8. Claims and Proof of Loss

The Insured will at his/her own expense provide to the Company

such certificate, information and evidence as the Company may from time to time require in connection with any claim under this Policy and in the form prescribed by the Company. Written proof of Loss must be furnished to the Company at its said office as follows:

- in case of a claim for loss of time from disability within ninety (90) days after the termination of the period for which the Company is liable;
- in case of any other claims, within one hundred and eighty (180) days after the date of such Loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is subsequently furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity, later than twelve (12) months from the time written proof of Loss is otherwise required.

### 9. Time of Payment of Claims

The Company will have the option to withhold the payment of benefit in respect of Temporary Total or Partial Disablement until the aggregate benefits payable in accordance with Item 4 of the COVER is equal to or more than 4 times of the Loss of Income (per week). For any other benefits payable under this Policy, such payments should be made within thirty (30) days after the claim has been approved by the Company subsequent to the receipt of satisfactory proof of Loss and the results of any investigations or medical examinations in relation to the claim. For the avoidance of doubt, the submission of satisfactory proof of Loss is condition precedent to the Company's liability to make any payment of benefit under this Policy.

### 10. Payment of Claims

Subject to the Terms of this Policy, the Principal Sum will be payable to the Beneficiary designated in the Proposal in respect of the death of the Insured. If no such designation or provision is then effective, such Principal Sum will be payable to the estate of the Insured Person. Any other accrued benefits unpaid at the Insured's death may, at the option of the Company, be paid either to the Beneficiary (if such designation remains valid and effective) or to the Insured's estate. All other benefits under this Policy will be payable to the Insured. The receipt of the Insured or of his/her legal personal representative, or of any Beneficiary effectively designated by the Insured at the time of death, in respect of any benefit payable under this Policy will be a full and effectual discharge of all liability of the Company.

### 11. Medical Examinations and Autopsy

The Company at its own expense will have the right to request the Insured to attend medical examinations arranged by it when and as often as it may reasonably require when a claim is still pending hereunder. The Company at its expense will have the right to make an autopsy in case of the death of the Insured where it is not forbidden by law before it is liable to pay any benefit hereunder.

### 12. Legal Actions

No action at law or in equity will be brought against the Company to recover any benefit payable under this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

### 13. Change of Beneficiary and Assignment

The Insured may at any time replace the Beneficiary by, or assign this Policy to, any person or corporate body, by submitting a notice in writing to the Company. Such replacement or assignment will not take effective or be binding on the Company unless and until the written notice has been received by the Company. For the avoidance of doubt, the Company will not be responsible for verifying the authenticity of such notice and any payment made by the Company under this Policy prior to the receipt of such notice will fully discharge the Company to the extent of such payment.





#### 14. Age Limit

The Insured must be between eighteen (18) to seventy (70) years old at the inception of this Policy. If this Policy is issued prior to the Insured's seventieth (70th) birthday, this Policy is renewable subject to Clauses [18] of the CONDITIONS.

#### 15. Cancellation by the Company

- The Company may cancel this Policy at any time by giving thirty-one (31) days prior notice in writing to the Insured. Such notice will be delivered or sent (by ordinary prepaid post) to the address of the Insured last notified to the Company.
- The Company will be entitled to cancel this Policy at any time with immediate effect in the event of fraud, material misstatement, concealment or breach of utmost good faith on the part of the Insured in connection with a claim submitted to the Company or any other matters affecting or in relation to the underwriting of this Policy or any other policy issued by the Company to the Insured.

#### 16. Cancellation by the Insured

The Insured may cancel this Policy at any time by giving notice in writing to the Company. Such cancellation notice will be effective upon the date of written acknowledgement of its receipt by the Company or on such later date as may be specified by the Insured. In the event of such cancellation, the Insured will be entitled to a refund of Premium for the unexpired Period of Insurance in accordance with Clause [17] of the CONDITIONS provided that no claims has been paid or is due to be payable under this Policy upon the effective date of cancellation.

#### 17. Consequences of Cancellation

The effective time of cancellation of this Policy will be (12:01 a.m., Hong Kong time) on the effective day of cancellation as determined in accordance with Clauses [15] and [16] of the CONDITIONS. The Insured will be entitled to a refund of Premium if

- the Premium has been fully settled at the commencement of this Policy; and
- the cancellation of Policy is made pursuant to Clauses [15(a)] or [16] of the CONDITIONS; and
- no claim has been paid or is due to be payable under this Policy upon the effective date of cancellation.

Subject to Clause [23(a)] of the CONDITIONS, the amount of the refund will be calculated in accordance with the following:

Period of Cover (upon termination) not exceeding	Percentage (%) of Premium Refundable
2 months	60%
3 months	50%
4 months	40%
5 months	30%
6 months	25%
Over 6 months	NIL

For the avoidance of doubt, the Insured will not be entitled to any refund of Premium if this Policy is cancelled by the Company pursuant to Clause [15(b)] of the CONDITIONS.

Cancellation of this Policy will be without prejudice to any claims made prior to the effective time of cancellation as determined in accordance with Clauses [15] and [16] of the CONDITIONS.

#### 18. Renewal Conditions

The Company will have full discretion to, decide whether it will invite renewal of this Policy and if it does so, the Company will have the right to change the terms and premium for such renewal. A notice inviting renewal may be sent to the Insured before the expiry of the Period of Insurance failing which the cover under this Policy will lapse at the expiry of the Period of Insurance and Clause [19] of the CONDITIONS will not be applicable. This Policy will lapse absolutely upon the expiry of the Period of Insurance notwithstanding the foregoing and Clause [19] of the CONDITIONS if during the Period of Insurance, the Insured has attained the age of seventy (70).

#### 19. Grace Period

A grace period of thirty-one (31) days will be granted from the date when the Premium for the renewal thereof falls due. This Policy will remain in force during the grace period notwithstanding any outstanding Premium thereof. Upon the expiry of the grace period, this Policy will automatically lapse if the Premium due remains unpaid. Notwithstanding the foregoing, the grace period will not apply if, at least seven (7) days before the expiry of the Period of Insurance, the Company mails or delivers a written notice to the Insured informing him/her that the Company will not renew this Policy. For the avoidance of doubt, if the Insured suffers a Bodily Injury or loss covered under this Policy during the grace period, the Company will be liable for the payment of benefit under this Policy in accordance with the Terms of this Policy net of any premiums due and unpaid.

#### 20. Governing Law

This Policy will be governed by and interpreted in accordance with the laws of Hong Kong.

The indemnity provided by this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

#### 21. Fraud

Any fraud, misstatement or concealment either in the Proposal and declaration on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim under this Policy will render this Policy null and void and all claims, Premiums or any part thereof paid hereunder will be forfeited.

#### 22. Arbitration

If any difference arises as to the amount to be paid under this Policy, such difference will be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice will be referred to the Chairman for the time being of the Hong Kong Federation of Insurers. It is hereby expressly stipulated that it will be a condition precedent to any right of action or suit upon this Policy that an arbitration award will be first obtained. If reference to arbitration have not been made within twelve (12) months of the first notice of the difference, the Insured will for all purposes be deemed to have waived all claims in connection with or arising out of the said difference.

#### 23. Miscellaneous

- All Premium payments and benefits payable under this Policy will be paid in Hong Kong dollars. The benefit payable under this Policy will not carry any interest. Clerical errors by the Company will not invalidate the insurance cover otherwise validly in force, or vice versa.
- The headings in this Policy are for convenience only and will not affect the construction or meanings of the terms hereof.

#### 24-hour Worldwide Emergency Assistance Services

For the emergency assistance services, simply call to Hong Kong alarm centre: (852) 3187 6888. Remember to quote your name, policy number, location (name of hospital if any), phone number and kinds of services when you seek for assistance.

Travel assistance includes:

- Passport and Visa requirements
- Embassy referral
- Legal referral
- Arrangement of interpreter services
- Lost luggage retrieval
- Lost passport assistance

- Weather information assistance
- Emergency rerouting arrangement

Medical assistance includes:

- Telephone medical advice
- Dispatch of physician / essential medication / medical equipment if necessary
- Monitoring of medical conditions when hospitalized
- Arrangement of appointments with doctors
- Arrangement of Hospital admission
- Authorise guarantee of payment to hospital
- Organise emergency medical evacuation if necessary
- Arrangement for the repatriation of Remains when required

The service provider is provided on a best-efforts basis and may not be available due to problems of time, distance or location. The Company is not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.

#### 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.

#### Personal Information Collection Statement

- From time to time, it is necessary for you to supply Generali Life (Hong Kong) Limited / Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable) (the "**Company**") with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and / or other relevant individuals (the "**Personal Data**") in connection with the provision of insurance and / or related products and services to you, the processing of claims under insurance policies issued and / or arranged by the **Company**, and / or the processing of any or all other requests, enquiries and complaints from you.
- Provision of the **Personal Data** to the **Company** by you is voluntary. However, failure to supply the **Personal Data** may result in the **Company** being unable to provide insurance and / or related products and services to you, process claims under insurance policies issued and / or arranged by the **Company**, and / or process any or all other requests, enquiries, or complaints from you.
- The purposes for which the **Personal Data** may be used are as follows:
  - administering your insurance application, arranging and executing insurance contracts and / or related products and services, and managing your account with the **Company**;
  - processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and / or settlement of claims under insurance policies issued and / or arranged by the **Company**;
  - exercising rights of subrogation(if applicable);
  - collection of amounts outstanding (if any) from customers;
  - arranging coinsurance and / or reinsurance in respect of the insurance policies issued and / or arranged by the **Company**;
  - communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - providing customer services (including, but not limited to, processing enquiries and complaints) and other related activities;
  - conducting data matching procedures;
  - designing insurance and / or related products and services for customers' use;
  - marketing insurance and / or other related products and services of the **Company** and / or its affiliated companies (which includes, but are not limited to, its group companies, parent **company**, trust companies of the **Company's** parent **company**) (hereinafter referred to as the **Group Entities**");
  - statistical or actuarial research of the **Company**, its **Group Entities**, insurance industry associations or federations, government departments, regulatory or other recognized bodies;
  - complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the **Company** and / or its **Group Entities** are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
  - fulfilling any other purposes directly relating to (i) to (xii) above.
- The **Personal Data** held by the **Company** shall be kept confidential, but the **Company** may provide the **Personal Data** to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the **Personal Data** is related:
  - intermediaries, claims service provider, reinsurers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and / or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the **Company** in connection with the operation of its business;
  - relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - overseas locations or branches, as appropriate, of the **Company** and / or its **Group Entities**;
  - persons to whom the **Company** and / or its **Group Entities** are under an obligation to make disclosure under the requirements of as mentioned in (c) (xii);
  - any court, government departments, regulatory or other recognized bodies (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the **Company** and / or its **Group Entities**;
  - lawful successors or assigns of the **Company**; and
  - persons who owe a duty of confidentiality to the **Company** and / or its **Group Entities**.
- The **Company** may verify any or all of the **Personal Data** by using information collected and released or transferred by relevant insurance industry associations or federations, and / or members of such industry associations or federations.
- In accordance with the *Personal Data (Privacy) Ordinance (Cap 486)*:
  - any individual has the right to:
    - check whether the **Company** holds **Personal Data** about him / her and, if so, obtain a copy of such data;
    - require the **Company** to correct any **Personal Data** relating to him / her that is inaccurate; and
    - ascertain the **Company's** policies and practices in relation to **Personal Data** and to be informed of the kind of **Personal Data** held by the **Company**; and
  - the **Company** has the right to charge a reasonable fee for the processing of any data access request.
- The person to whom requests for access to **Personal Data** and / or correction of **Personal Data** and / or for information regarding policies and practices and kinds of **Personal Data** held are to be addressed as follows:
 

Personal Data Protection Officer,  
 Generali Life (Hong Kong) Limited / Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable),



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Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.



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## Attaching and forming part of the Policy:

It is hereby noted that the following term will be added in the Policy:

1) Sanction Clause

- The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition, or restriction, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America or any other country, state or territory which has jurisdiction in the matter.

2) Territorial Exclusion Clause

- The Company shall not indemnify the Insured/policyholder for any liability: (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of <Excluded Countries/Territories>, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; (ii) incurred by the government of <Excluded Countries/Territories> or resulting from activities that involve or benefit the government of <Excluded Countries/Territories>, or where the payment of such indemnity by the Insurer will benefit the government of <Excluded Countries/Territories>; (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in <Excluded Countries/Territories>, Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of <Excluded Countries/Territories>, persons or entities resident in <Excluded Countries/Territories>.
- For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that <Excluded Countries/Territories> shall be listed under Generali Corporate website at [https://www.generali.com.hk/EN\\_US/sanctioned\\_countries](https://www.generali.com.hk/EN_US/sanctioned_countries), with such list to be updated from time to time, and incorporated into the policy.

All other terms and conditions remain unchanged.