



# **AccidentSurance**

# The Policy

Please read this policy carefully

You and your family are advised to keep this card for emergency needs. 請您和您的家人保存此卡,以便緊急時致電求助。



Emergency assistance services:緊急支援服務:	·	Emergency assistance services: 緊急支援服務:		Emergency 緊急支援服
• Emergency ticketing 緊急訂票	<ul> <li>Medical evacuation⁺</li> <li>緊急醫療撤離服務⁺</li> </ul>	• Emergency ticketing 緊急訂票	Medical evacuation⁺ 緊急醫療撤離服務 <sup>†</sup>	<ul><li>Emergen 緊急訂票</li></ul>
• Legal advisory service 法律專業人員轉介	Medical repatriation after treatment*     治療後的醫療運送服務	<ul> <li>Legal advisory service</li> <li>法律專業人員轉介</li> </ul>	Medical repatriation after treatment*	• Legal adv 法律專業
Medical advisory service     醫療服務轉介	• Travel information 旅遊資料	Medical advisory service     醫療服務轉介	• Travel information 旅遊資料	• Medical 醫療服務
+ Applicable to TravelSurance only 只適用於旅遊萬全保	<b>於旅遊萬全保</b>	+ Applicable to TravelSurance only 只適用於旅遊萬全保	<b>冷旅遊萬全保</b>	+ Applicable to
Please mark your policy no. for reference: 請填寫保單號碼以作參考:		Please mark your policy no. for reference: 諸填寫保單號碼以作參考:		Please mark you 諸填寫保單號碼

Your right to change your mind

If you are not completely satisfied, or our plan's coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of your Policy.
- No refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to us.

# **AXA General Insurance Hong Kong Limited**

Mailing Address: P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong Office Address: 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong Insurance Service Hotline: (852) 2867 8678



# **Personal Information Collection Statement**

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("**Purposes**"), including:

- offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group ("our affiliates") or our business partners (see "Use and provision of personal data in direct marketing" below), and administering, maintaining, managing and operating such products/services;
- 2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3. providing subsequent services to you, including but not limited to administering the policies issued;
- 4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6. evaluating your financial needs;
- 7. designing products/services for customers;
- 8. conducting market research for statistical or other purposes;
- 9. matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11. conducting identity and/or credit checks and/or debt collection;
- 12. complying with the laws of any applicable jurisdiction;
- 13. carrying out other services in connection with the operation of the Company's business; and
- 14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2. \*The Hongkong and Shanghai Banking Corporation Limited ("HSBC") for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers' obligations;
- 3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 5. credit reference agencies or, in the event of default, debt collection agencies;
- 6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

#### Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;

- 2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3. the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and correction of personal data". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

**Data Privacy Officer** 

AXA General Insurance Hong Kong Limited

5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

\* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company's distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company's distribution agent.

Attach Policy Schedule

# **AccidentSurance**

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This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

#### Whereas:

- 1. The Insured has applied for insurance, and
- 2. AXA General Insurance Hong Kong Limited (hereinafter referred to as "the Company") has agreed to provide such insurance.

The Company agrees only on the basis of the terms and conditions contained in this Policy to provide insurance cover to the Insured Persons for those risks insured against to the extent and in the manner stated in the Policy Schedule.

# PART 1 Schedule of Benefits

# Section 1 Cash Benefit for Accidental Injury or Death

If the Insured Person shall sustain any bodily injury caused by an Accident as hereinafter defined which occurs after the Effective Date or the date of reinstatement of this Policy, whichever is later, and provided insurance under this Policy is in effect with respect to such Insured Person, then the Company will pay the respective benefit as set out hereunder:

		Benefit (HK\$)	
Covered Event		Plan 1	Plan 2
1.	Death	500,000	1,000,000
2.	2. Permanent Total Disablement		1,000,000
Permanent and Incurable Paralysis			
	of all Limbs	500,000	1,000,000
4. Permanent Total Loss			
of Sight of one or both Eyes		500,000	1,000,000
5. Loss of or the Permanent Total Loss			
of Use of one or two Limbs		500,000	1,000,000
6. Permanent Total Loss			
of Speech and Hearing		500,000	1,000,000
7. Permanent and Incurable Insanity		500,000	1,000,000
8. Permanent Total Loss of Hearing in			
	(a) Both Ears 375,000 750,00		750,000
	(b) One Ear 75,000 150,000		

Permanent Total Loss of				
the Lens of One Eye 250,000 500,0				
10. Permanent Total Loss of Speech	250,000	500,000		
11. Loss of or the Permanent Total Loss				
of Use of four Fingers and Thumb of				
(a) Right Hand 350,000 700,000				
(b) Left Hand	250,000	500,000		
12. Loss of or the Permanent Total Loss				
of Use of four Fingers of				
(a) Right Hand 200,000 400,000				
(b) Left Hand	150,000	300,000		
13. Loss of or the Permanent Total Loss				
of Use of one Thumb				
(a) Both Right Joints	150,000	300,000		
(b) One Right Joint	75,000	150,000		
		200,000		
(d) One Left Joint	50,000	100,000		
14. Loss of or the Permanent Total Loss				
of Use of Fingers				
(a) Three Right Joints 50,000 100,000				
(b) Two Right Joints 37,500 75,000				
(c) One Right Joint 25,000 50,000				
(d) Three Left Joints 37,500 75,000				
(e) Two Left Joints 25,000 50,000		50,000		
(f) One Left Joint 10,000 20,000				
15. Loss of or the Permanent Total Loss				
of Use of Toes				
(a) All – One Foot	75,000	150,000		
(b) Great - Both Joints	25,000	50,000		
(c) Great – Joint	15,000	30,000		
16. Fractured Leg or Patella with				
established non-union 50,000 100,000				
17. Shortening of Leg by at least 5 cm 37,500 75,000				
18. Permanent disablement not otherwise provided under				
Covered Events 4 - 17 inclusive. Such benefit as the Company shall				
in its absolute discretion determine and being in its opinion not				
inconsistent with compensation provided under Covered Events				
8 - 17 inclusive.				

19. Major burns caused only by the agent		
of heat resulting in Second Degree or		
Third Degree Burns on either		
On 30% or more of total body surface	150,000	300,000
On 50% or more of total facial surface	75,000	150,000

#### Provisions Applicable to Section 1 of Part 1 only

- 1. The total amount payable under Section 1 in respect of any one Accident shall not exceed HK\$500,000 for Plan 1 or HK\$1,000,000 for Plan 2.
- 2. The Company shall pay 200% of the benefit in respect of any sums payable for Covered Events 1 - 7 under Section 1 of Part 1 for losses due to Accidental Injury sustained while riding as a fare-paying passenger in any Common Carrier or whilst driving or travelling in any Private Car.
- 3. The coverage for each Insured Person who is 6 months of age or over but under 18 years of age or under 23 years of age and a full-time student at a school, college or university will be limited to 20% of the Insured's benefit amount.
- The Company shall not be liable to make any further payment under this Policy after a claim under any one of Covered Events 1 - 7 under Section 1 of Part 1 has been admitted and becomes payable.
- 5. If an Insured Person is left-handed and supporting documentary evidence is furnished to the Company's satisfaction, the benefits set out above from Covered Events 11 14 under Section 1 of Part 1 for the various disabilities of right hand and left hand will be transposed.
- 6. Provision applicable to Major Burns only Should more than one of the above Covered Events occur from the same Accident, the Company shall only be liable to pay the total amount payable under Covered Events 8 to 17 or the amount payable under Covered Event 19 whichever shall be greater.

# Section 2 Medical Expenses

If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance under this Policy is in effect, the Company will indemnify the Insured Person for the necessary and reasonable Medical Expenses incurred. The maximum liability of the Company shall not exceed HK\$150 per visit and one visit per day in respect of non-Inpatient treatments and the Medical Expenses limit set out in the Policy Schedule during the Period of Insurance.

## Section 3 Chinese Bonesetter Expenses

If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance

under this Policy is in effect, the Company will indemnify the Insured Person for necessary and reasonable Chinese bonesetter expenses actually incurred. The maximum liability of the Company shall not exceed HK\$100 per visit and one visit per day and the limit set out in the Policy Schedule during the Period of Insurance.

# Provisions applicable to Section 2 and Section 3 of Part 1 only

- No benefit will be payable unless the expenses are incurred within 12 months of the date of Accident.
- 2. The coverage for each Insured Person who is 6 months of age or over but under 18 years of age or under 23 years of age and a full-time student at a school, college or university will be limited to 20% of the Insured's benefit amount, while for such persons the daily and visit limits in respect of the non-Inpatient and Chinese bonesetter treatment are the same as the Insured's.
- In the event of the Insured Person becoming entitled to refund
  of all or part of such expenses from any other source, the
  Company will only be liable for the excess of the amount
  recoverable from such other source.
- 4. No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

#### **General Provisions**

- The Insured Person shall as soon as reasonably practicable after the happening of any Accidental Injury giving rise to a claim under this Policy procure and follow proper medical advice from a legally qualified Medical Practitioner.
- If at the time of Accident, an Insured Person has already had amputation of or has lost the use of a limb or has lost the sight of one or both eyes or has other disabilities, such loss (full or partial) and disabilities shall not be included in assessing any benefit payable under this Policy.
- Policy with Daily Hospital benefit (this benefit is not provided under this Policy) and another AccidentSurance Policy with Medical Expenses benefit, an Insured Person shall not be covered under more than one similar type of AccidentSurance Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy which provides the greatest amount of benefit. When the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued where a duplicated claim has been submitted. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that person.
- 4. Except as provided in Provision 3 of the General Provisions, benefits under Section 1 of Part 1 of this Policy shall be paid in addition to any other insurance benefit to which an Insured Person may be entitled.

# PART 2 Definitions

- 'Accident' shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.
- 2. 'Accidental Death' as defined under this Policy occurs after the date of the relevant Accident and directly and independently resulted from Accidental Injury.
- 'Accidental Injury' means bodily injury sustained by an Insured Person whilst this Policy is in force and which is solely caused by an Accident and independently of any other cause and which shall within 12 calendar months result in death or disablement or necessitate medical or surgical treatment.
- 4. 'Common Carrier' means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other means of conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
- 5. 'Construction Site' shall have the same meaning as in the Construction Sites (Safety) Regulations or any amendments thereto. It generally means a place where construction work is undertaken and also any area in the immediate vicinity of any such place which is used for the storage of materials or plant used or intended to be used for the purpose of construction work. Construction work shall have the same meaning as in the Factories and Industrial Undertakings Ordinance or any amendments thereto.
- 'Effective Date' means the date so specified in the Policy Schedule.
- 7. 'Eligible Family Members' means the legally married spouse of the Insured under 60 years of age, and all legally dependent unmarried children, including step children and legally adopted children of the Insured, who are 6 months of age or over but under 18 years of age or under 23 years of age and a full-time student at a school, college or university.
- 8. 'Hospital' means an establishment recognised, constituted and registered as such under the laws of the territory in which that establishment is situated as a Hospital for the care and treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides 24 hours a day nursing service by a qualified and registered Physician, and (iii) is not primarily a clinic, a place for alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.

- 'Inpatient' means an Insured Person whose Hospital confinement is as a resident bed patient and whose confinement is necessary for the medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
- 10. 'Insured' means the one in whose name this Policy is issued and who is named in the Policy Schedule.
- 'Insured Person' means the eligible person named in the Policy Schedule.
- 'Loss of Fingers or Toes' means complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- 13. 'Loss of Limb' means loss by physical separation at or above the wrist or ankle joint.
- 14. 'Loss of Sight' means the total and irrecoverable loss of all sight of an eye or eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
- 15. 'Loss of Use' means total functional disablement and is treated like the total loss of said limb or organ.
- 16. 'Medical Expense' shall mean the actual expenses paid by the Insured Person to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and caused by Accidental Injury to sound natural teeth.
- 17. 'Medical Practitioner', 'Physician', 'Doctor' means a practitioner of western medicine duly qualified and legally registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Person.
- 18. 'Period of Insurance' means the period or periods from the Effective Date to the anniversary of such date in respect of which the Insured shall have paid, and the Company accepted, the premium; and each subsequent period thereafter for which the Insured shall have paid, and the Company accepted, the premium.
- 19. 'Permanent' means lasting 12 calendar months from the date of Accident and at the expiry of that period being beyond reasonable medical hope of improvement.
- 20. 'Permanent Total Disablement' means that after 12 calendar months of continuous total disability which has resulted from Accidental Injury an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of his/her life.
- 21. 'Policy Schedule' means the Policy Schedule attached to and forms part of this Policy.

- 22. 'Pre-existing Condition' means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs preceding the Effective Date of this Policy.
- 'Private Car' means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
- 'Second Degree Burn' shall mean a burn involving the damage or destruction of epidermis and dermis, causing blisters.
- 25. 'Third Degree Burn' shall mean a burn involving the damage or destruction of the skin to its full depth and the issue beneath, and causing scar.

# PART 3 Exclusions

#### Section 1

The insurance under this Policy does not apply to Accidental Injury or Accidental Death directly or indirectly caused by or resulting from:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 2. engaging in duty with the disciplinary service;
- 3. suicide, self-destruction, self-inflicted injury, or any attempted threat whether sane or insane;
- engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport;
- engaging in (or practising for or taking part in training peculiar to) hazardous activities including but not limited to aqualung diving; bungee jumping; climbing or mountaineering necessitating the use of ropes or guide; hang-gliding; motor cycling; parachuting; pot-holing; racing other than on foot; skiing, tobogganing, sledding and ice skating, including ice hockey and any other sports requiring snow or ice of play; engaging in aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
- an Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle;
- an Insured Person having taken a drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for treatment of drug addiction;

- violation or attempted violation of the law or resistance to arrest; illegal acts of an Insured Person or an Insured Person's executors or administrators, legal heirs or personal representatives;
- any kind of sickness or disease, or bacterial or viral infection except bacterial infection resulting from an accidental cut or wound;
- 10. Pre-existing Condition;
- any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV);
- 12. childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by Accident;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 14. nuclear weapons material;
- 15. Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause:

An act of "NCB terrorism" means an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of NCB terrorism.

If the Company alleges that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### Section 2

- The insurance under this Policy for Accidental Injury or Accidental Death is subject to the respective benefit payable under Plan 1 for an Insured Person who does not hold a valid Hong Kong Identity Card.
- 2. For Insured Persons working as or engaging in any of the types of work or occupation listed below (whether on a temporary or permanent basis), no benefit shall be payable under this Policy for Accidental Injury or Accidental Death which resulted from or is caused directly or indirectly by an Accident whilst carrying out such work or occupation:
  - Air or ship crew
  - 2. Bodyguard
  - 3. Carpenter
  - 4. Chemical/petrochemical workers
  - Commercial driver of trucks, taxis, motor cycles and/or buses
  - 6. Construction worker or worker on a Construction Site
  - 7. Disciplinary services
  - 8. Diving or working with compressed air
  - 9. Fitting gas, water or electrical appliances (underground)
  - Gambling establishments (Hong Kong Jockey Club counter and clerical staff excepted)
  - 11. Installing or maintaining lifts or escalators
  - 12. Jockey
  - 13. Manufacturing, producing or working with ammunitions, explosives or fireworks
  - 14. Metal working or welding
  - 15. Mining or quarrying
  - Non-hotel managed nightclub, disco, karaoke club or bar staff
  - Operating or maintaining machinery (portable home and office tools and appliances excepted)
  - 18. Outdoor jewellery salesman
  - 19. Professional sportsman
  - 20. Reporter working in war zones or regions of conflict
  - 21. Stevedore
  - 22. Stunt person

- 23. Working at height of 10 feet or higher from ground or floor level
- 24. Working with asbestos or marble

#### Exclusion applicable to Section 2 of Part 1 only

The insurance under this Policy does not apply to Medical Expenses directly or indirectly caused by or resulting from vaccination or immunization or a routine physical or any other examinations where there are no objective indications of impairments in normal health.

#### **Exclusion applicable to all sections**

Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# PART 4 Premium

- The consideration for this Policy is the payment of premium when due.
- The Company agrees that no adjustment in premium shall be made on this Policy alone. The Company reserves the right to amend premiums in respect of like categories of Insured Persons, such as by age or sex for all AccidentSurance Policies issued.
- Premium and the manner of payment including whether Premium shall be payable on a monthly, yearly basis or otherwise shall be stated in the Policy Schedule. Premium shall be payable on each premium due date by direct debit from the Insured's nominated account.

# PART 5 30% No Claim Premium Refund

If no claim arises or is made under this Policy for a period of 5 consecutive years, 30% of the premiums received during that period by the Company will be refunded to the Insured ("No Claim Premium Refund").

If no claim arises or is made under this Policy for a further period of 5 consecutive years from the date of the previous No Claim Premium Refund, 30% of the premiums received during the said further 5-year period by the Company will be refunded to the Insured.

If a claim has arisen or been made under this Policy, 30% of the premiums received by the Company for a period of 5 consecutive years from the date of occurrence of the Accident resulting in the said claim will be refunded to the Insured provided no further claim has arisen or been made during that period.

In the event that the Policy is terminated before the end of a period of 5 consecutive years, neither full nor pro rata refund will be made under this Part.

# PART 6 Renewal Agreement

- Payment of premium when due will serve to continue coverage under this Policy which will remain in force until the next premium due date.
- This Policy will be renewed automatically upon payment of the due premium unless this Policy is terminated in accordance with Part 9.

# PART 7 Commencement of Policy

This Policy shall become effective and commence on the Effective Date.

## PART 8 Additions

- If the Insured is the only person covered hereunder, he or she
  may include his or her Eligible Family Member(s) by
  submitting a written application to the Company, specifying the
  name(s), Hong Kong Identity Card number(s), date(s) of birth
  and providing a health declaration of the person(s) to be
  insured.
- If the Insured Persons under this Policy include Eligible Family Members of the Insured, any persons who subsequently become Eligible Family Members in relation to the Insured shall automatically become Insured Persons at no additional premium charge on the date they become Eligible Family Members as defined in Item 7 of Part 2.
- 3. Subject to the approval of the Company, insurance for such Eligible Family Members will commence
  - a) For monthly payment Policy

on the next premium due date of this Policy following the date when the request is received by the Company provided the required additional premium is paid by the next premium due date.

b) For annual payment Policy

on the date after the Company accepts and approves such request provided the required additional premium is received on or before the date of such approval.

 The relevant premium for such Eligible Family Members will be charged to the Insured's nominated account.

# PART 9 Termination

1. a) For monthly payment Policy

If the Insured gives 7 days' notice in writing to the Company to terminate this Policy, or to terminate cover with respect to any Eligible Family Members, such termination shall become effective on the next premium due date after receipt of the notice by the Company.

b) For annual payment Policy

If the Insured gives 7 days' notice in writing to terminate this Policy, or to terminate cover with respect to any Eligible Family Member, such termination shall become effective after receipt of the notice by the Company.

Annually paid premium will at all times be subject to the Premium Refund Rules upon the termination of this Policy except where this Policy is cancelled within 30 days of receipt of the Policy, in which case there will be a full refund.

Premium Refund Rules (Applicable to annual payment Policy only):

Upon termination of the Policy, provided no claim has arisen or been made during the current Period of Insurance, the Insured shall be entitled to a partial refund of the premium paid for that Period of Insurance as set out below:

Period Covered (not exceeding)	Premium Refund
4 months	50%
5 months	40%
6 months	30%
8 months	20%
Over 8 months	0%

- 2. If the Company gives notice of termination of the Policy by registered letter to the Insured at his or her last known address, such termination shall become effective from the next monthly premium due date following the date of such notice being issued for the monthly payment Policy or the seventh day after such notice has been issued for annual payment Policy.
- This Policy shall terminate upon the death of the Insured. Any Eligible Family Members shall cease to be an Insured Person forthwith upon his or her own death.
- 4. This Policy and the insurance provided hereunder shall terminate forthwith upon the premium due date next following the Insured attaining the age of 65.
- 5. Insurance in respect of the Insured's spouse shall terminate forthwith upon the premium due date next following his or her attaining the age of 65. Insurance in respect of an Insured's dependent child shall terminate forthwith upon the premium due date next following the dependent child attaining the age of 18, or 23 if he or she is a fulltime student at a school, college

or university, or on the premium due date next following his or her marriage or otherwise ceasing to be a dependent of the Insured, whichever is earliest.

- 6. In the event the first premium charged to the Insured's nominated account is not paid, this Policy shall be deemed to have been void from the Effective Date of the Policy.
- 7. Provided one or more premiums charged to the Insured's nominated account have been paid, non-payment of any subsequent premiums shall terminate the Policy and the insurance provided hereunder as from that premium due date.
- 8. In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of Eligible Family Members, the relevant proportion shall be refunded to the Insured's nominated account. If premium has not been paid for any period up to the date of termination, the Insured shall be liable to the Company for the payment of such premium.

# PART 10 General Policy Provisions

#### Consideration

This Policy is issued in consideration of the statements contained in the Application Form and the Policy Schedule and the Insured's payment of premium due.

#### **Terms and Conditions**

Payment of any benefits under this Policy is subject to the Definitions and all other Terms and Conditions pertinent to the benefit.

## **Entire Contract: Changes**

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties in respect of its content. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

#### **Duties of the Insured**

The due observance and fulfilment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### Gender

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter gender. Further, words and expressions in the singular include the plural and vice versa except where the context otherwise requires.

#### Mis-statement or Fraud

Any false statement made by the Insured in the Application Form or concerning any claim shall result in the Company's right to repudiate liability under this Policy.

#### **Geographical Limits**

The insurance afforded under this Policy shall apply 24 hours a day anywhere in the world unless otherwise endorsed or amended.

#### **Exposure**

When by reason of an Accident an Insured Person is exposed to violent and severe or prolonged weather conditions and as a result of such exposure suffers death, such death shall be covered hereunder subject to the Definitions and all other Terms and Conditions of this Policy.

#### Disappearance

If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Common Carrier in which such Insured Person was a fare-paying passenger, the Insured Person shall be presumed to have died as a result of Accidental Injury on the date of the aforesaid occurrence, subject to the Definitions and all other Terms and Conditions of this Policy.

#### Notice of Claim

Written notice of claim must be given to the Company within 14 days after the occurrence of an Accident covered by this Policy or the commencement of Hospital confinement covered by this Policy.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice has been provided as soon as is reasonably practicable, and in any event within 60 days from the date of such Accident.

Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured Person shall be deemed notice

#### Claim Forms

The Company, upon receiving a notice of claim, will furnish to the claimant such form as it usually provides for filing proof of claim.

Medical reports, and all proof of loss as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

The Company shall in the event of the death of an Insured Person be entitled to have a post-mortem examination carried out at its own expense except when such examination is prohibited by law.

#### **Proof of Claim**

Written proof in support of a claim must be furnished to the Company within 30 days from the receipt of the claim form provided by the Company as stated above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required.

## **Physical Examination**

The Company at its own expense shall have the right and opportunity to examine an Insured Person when and as often as it may reasonably require pending the outcome of a claim under this Policy.

#### Payment of Benefit

Benefit payable under Part 1 of this Policy shall be paid to the Insured or as otherwise directed in writing by the Insured. In the absence of any such written direction, accrued benefits unpaid at the time of the Insured's death shall be paid to the estate of the Insured. Any release given by the Insured, or any third party to whom the Insured has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.

#### **Legal Action**

No action shall be brought to recover on this Policy prior to the expiry of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiry of the 30 day period within which proof of claim is required.

#### **Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each party, and in case of disagreement between the arbitrators, to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or right of action against the Company.

#### Interest

No benefit payable under this Policy shall carry interest.

#### Jurisdiction

The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in the Hong Kong Special Administrative Region (HKSAR) only.

#### Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the HKSAR, save where stated otherwise herein.

#### Reinstatement

If this Policy is terminated for any reason, acceptance and approval of a subsequent Application Form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for Accidental Injury or Accidental Death arising from an Accident after the date of reinstatement.

#### **Unpaid Premium**

Any unpaid premium may be deducted by the Company from any claim payment.

#### **Prohibition on Trust or Assignments**

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge.

#### Changing the Plan

If the Insured gives notice in writing to the Company to change the plan type of this Policy, subject to the Company's approval, in the case of a monthly payment Policy, such change shall become effective on the monthly premium due date immediately following the date of the Company's receipt of the relevant notice or a date determined by the Company. For annual payment Policy where such change is approved by the Company, such change becomes effective on the date approved by the Company and the additional premium, or refund premium, if any, shall be calculated on a pro-rata basis.

If the Insured Person shall have been afflicted with a covered bodily injury caused by an Accident before the effective date of the plan change, the benefits payable in respect of such bodily injury shall not exceed the limit(s) or maximum(s) of benefits applicable prior to the effective date of the plan change.

#### 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.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 2867 8678.

#### Important Notes:

The above policy is underwritten by **AXA** General Insurance Hong Kong Limited ("AXA"), which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.