

# Group Personal Accident Policy

## GROUP PERSONAL ACCIDENT POLICY

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Please read this policy carefully upon receipt and promptly request for any necessary amendments

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In consideration of payment of premium, we hereby agree to insure all the *insured person(s)* of the Insured in the manner and to the extent provided in this policy, subject to the definitions, exclusions, policy conditions and to any memoranda endorsed hereon.

The *period of insurance* shall begin at 00:00 and end at 24:00, standard time, at the place where this policy was issued.

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## PART 1 - DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help you identify these words in this policy, we have printed them in italics throughout.

### ***Accident or Accidental***

a sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* during the *period of insurance*.

### ***Aggregate Terrorism Limit***

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *terrorism*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

### ***Basic Monthly Salary or Salary ("BMS")***

the *insured person's* monthly basic earned income in the calendar month immediately before his/her injury which causes his/her disablement within the meaning of this policy, excluding bonuses, commission, overtime payments and any other allowances or perquisites.

### ***China***

The People's Republic of China, but excluding *Hong Kong* and *Macau*.

### ***Civil War***

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

### ***Conveyance***

any vehicle, craft, aircraft carrying goods or passengers on land, in water, or at air.

### ***Conveyance Limit***

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *conveyance*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

### ***Domestic Partner***

an adult aged eighteen (18) or above who have chosen to live with the *insured person* in an intimate and committed relationship, and has resided with the *insured person* for at least three (3) years, intends to do so indefinitely and is able to provide such proof of residence. Domestic partner does not include roommates or any *immediate family member*.

### ***Fractured Leg or Patella with Established Non-Union***

the complete breakage into two (2) pieces of the patella or leg bone. The fractured leg or patella does not mend properly and function normally and remains separate, and these conditions will last for the remainder of the *insured person's* life.

### ***Hong Kong***

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

### ***Hospital***

an establishment which meets all the following requirements:

- holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and
- provides 24-hour a day nursing service by registered or graduated nurses; and
- has a staff of one or more licensed *medical practitioner* available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and

is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts

### ***Immediate Family Member***

the *insured person's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild or legal guardian.

### ***Injury***

bodily injury sustained in an *accident* directly and independently of all other causes.

### ***Insured Person***

the people as specified on the schedule as "eligible persons" who is eligible for cover under this policy.

### ***Loss of Hearing***

*permanent* irrecoverable loss of hearing where:

- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1,000 Hertz
- If c dB = Hearing loss at 2,000 Hertz
- If d dB = Hearing loss at 4,000 Hertz
- 1/6 (a+2b+2c+d) is above 80dB.

### ***Loss of Sight***

the entire and *permanent* irrecoverable loss of sight.

### ***Loss of Speech***

the disability in articulating any three (3) of the four (4) 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***

*permanent* total functional disablement or complete and *permanent* physical separation at the limb or organ.

### ***Medical Practitioner***

a person other than the *insured person* or *immediate family member*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

### ***Occurrence Limit***

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *accident*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

### ***Period of insurance***

the period of time as stated on the *schedule* during which this policy is effective and we have accepted your premium.

### ***Permanent***

lasting not less than twelve (12) consecutive months from the date of the *accident* and at the expiry of that period being beyond hope of improvement.

### ***Relevant Documents***

documents include *schedule*, enrollment form, declaration, optional benefits, endorsements, attachments and amendments (regardless verbally or in written format).

### ***Second Degree Burns***

both the epidermis and the underlying dermis are damaged.

### ***Schedule***

the schedule attached to and incorporated in this policy.

### ***Stationed Location***

a country, province or city stated on the *schedule* where the *insured person* resides for a period in excess of one hundred-eighty (180) days within twelve (12) months period prior to the departure date of an *insured journey*. For *insured person* who is relocated to other country, province or city during the Period of Insurance, such relocation is subject to prior declaration and approval by us. Upon approval, coverage for the insured person should be immediate and regardless to the aforementioned requirement.

### ***Terrorism***

an act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

### ***Third Degree Burns***

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

### ***Total Disablement***

when as the result of *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *insured person* is totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

## War

a contest by force between two (2) or more nations, carried on for any purpose; or an armed conflict of sovereign powers, in either case whether such contest or armed conflict is declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of peaceful relations and ii) a general contention by force, both authorized by the respective sovereigns of such nations.

## We, Us or Our

Zurich Insurance Company Ltd

## You or Your

The "Insured" stated on the *schedule*.

## PART 2 – COVERAGE

Sections contained hereunder are only applicable if it is shown as being operative on the *schedule*.

### SECTION 1 - ACCIDENTAL DEATH AND DISABLEMENT

If an *insured person* sustains *injury* as a result of an *accident* during the *period of insurance* and shall within twelve (12) consecutive months result in any of the events listed in the Compensation Table attached to the *schedule*, we shall pay to the *insured person* the sum insured as shown on the *schedule* in accordance with the respective Percentage of Sum Insured for the relevant event and the Compensation Conditions as stated in the Compensation Table.

#### Extensions to Section 1:

##### (a) Additional indemnity for accident while traveling outside stationed location

In the event that the *insured person* sustains *injury* as a result of an *accident* while traveling outside the *stationed location* during the *period of insurance* and shall within twelve (12) consecutive months result in any of the events listed in the Compensation Table attached to the *schedule*, we shall pay an additional indemnity to the *insured person* up to thirty percent (30%) of the sum insured as shown on the *schedule* under Accidental Death and Disablement, or up to HKD2,000,000, whichever is the lesser. The additional indemnity shall be in accordance with the respective Percentage of sum insured for the relevant event as stated in the Compensation Table attached to the *schedule*.

##### (b) Disappearance clause

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the *insured person* was traveling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

### SECTION 2 – ACCIDENTAL MEDICAL EXPENSES

In the event that the *insured person* sustains *injury* as a result of a *accident*, we shall reimburse the *insured person*, subject to the excess or deductible (if any) as stated on the *schedule*, the actual medical expenses which are paid by the *insured person* to a *medical practitioner*, physiotherapist, nurse, *hospital*, surgical expenses, X-ray, *hospital charges*, nursing treatment expenses and ambulance hire but excluding any expenses incurred under Section 4(b) - Emergency Medical Evacuation or Section 4(c) - Repatriation of Mortal Remains of Part 2 of this policy. All treatments must be prescribed by a *medical practitioner* in order for expenses to be reimbursed under this policy. For emergency dental work or treatment necessitated by damage to sound and natural teeth as a result of an *injury* or *accident* during the *period of insurance*, benefit is payable purely for emergency condition and to alleviate the pain and in a legally registered dental clinic or *hospital* but in all circumstances shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, replacement of natural teeth, denture and prosthetic services such as bridges and crowns, their replacement and related expenses.

In the event an *insured person* becomes entitled to a refund of all or part of such expenses from any other source, we will only be liable for the excess of the amount recoverable from such other sources.

The maximum amount we will pay under Accidental Medical Expenses in respect of any one (1) *insured person* per *accident* shall not exceed the sum insured shown on the *schedule*.

#### Extension to Section 2:

##### Additional indemnity for accidental medical expenses while traveling outside stationed location

In the event that the *insured person* sustains *injury* while travelling outside of the *stationed location* for a period not exceeding ninety (90) days, the sum insured for Accidental Medical Expenses as stated on the *schedule* shall be increased by ten percent (10%), or up to HKD10,000, whichever is the lesser.

### SECTION 3 – SECOND AND THIRD DEGREE BURNS

In the event that the *insured person* suffers from *second* or *third degree burns* as a result of an *accident* during the *period of insurance*, we shall pay the *insured person* the sum insured as stated on the *schedule* in accordance with the percentage listed in the Compensation Table below for the specified damage to any one (1) of the following specified Area within twelve (12) consecutive months after the date of the *accident*.

Compensation Table		Percentage of Sum Insured
Area	Damage as a percentage of total surface area	
Head	(a) Equal to or greater than 12% damage of total head surface area	100%
	(b) Equal to or greater than 8% but less than 12% damage of total head surface area	75%
	(c) Equal to or greater than 5% but less than 8% damage of total head surface area	50%
	(d) Equal to or greater than 2% but less than 5% damage of total head surface area	25%
Body (Exclude Head)	(a) Equal to or greater than 20% damage of total body surface area	100%
	(b) Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	(c) Equal to or greater than 10% but less than 15% damage of total body surface area	50%

#### Compensation Conditions

- (i) Benefit shall not be payable for more than one (1) of the above Area in respect of the same *accident*. Should the *injury* occur to more than one (1) of the above Area from the same *accident*, only the Area with the highest compensation will be payable under this Section.

- (ii) For any *second degree burns* or *third degree burns* resulting a damage on an Area listed in the Compensation Table above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *second degree burns* or *third degree burns* caused by such *injury*, the Percentage of Sum Insured payable shall be determined by *us* having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.
- (iii) For any Area of which the compensation we have paid is less than 100% of the Percentage of Sum Insured, the Sum Insured as stated on the *schedule* shall be reduced by such amount of compensation paid from the date of the *accident* until the expiry of this policy. Any claims made thereafter shall be calculated as the original sum insured multiplied by the Percentage of the Sum Insured of the relevant Area, but in no event shall the aggregate compensation payable exceed 100% of the sum insured as stated on the *schedule*.
- (iv) In the event that 100% of the sum insured is paid under this Section in respect of any one (1) *insured person*, this Section shall then immediately cease to be in force with regard to such *insured person*.

#### SECTION 4 – ZURICH EMERGENCY ASSISTANCE

Zurich Emergency Assistance will arrange the following benefits in the event of the *insured person* sustained *injury* during the *period of insurance* whilst the *insured person* was traveling outside the *stationed location* for a trip not exceeding ninety (90) days and pay any costs and expenses arising thereof:

**(a) Deposit Guarantee for Hospital Admission**

Upon admission to a *hospital*, Zurich Emergency Assistance provides guarantee for admission deposit up to a limit of HKD39,000 in respect of any one (1) *insured person*. Such deposit shall be fully refunded to *us* and is borne by the *insured person* unless admission is caused by an *accident* during the *period of insurance*.

**(b) Emergency Medical Evacuation or Repatriation**

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation or repatriation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

**(c) Repatriation of Mortal Remains**

The reasonable and unavoidable expenses for transporting the mortal remains of the *insured person* from the place of death to his/her *stationed location* / country of citizenship or the cost of local burial at the place of death as approved by Zurich Emergency Assistance.

**(d) Compassionate Visit**

In the event that the *insured person* suffers from serious *injury* and being *confined* to a *hospital* as a resident in-patient for over three (3) consecutive days outside the *stationed location*, Zurich Emergency Assistance will arrange and pay for one (1) economy class return travel ticket for one (1) *immediate family member* or *domestic partner* of the *insured person* to accompany him/her.

**(e) Travel and Accommodation Expenses**

Zurich Emergency Assistance shall pay the one-way economy class travel ticket and hotel accommodation expenses necessarily and unavoidably incurred by the *insured person* in connection with any incident requiring emergency medical evacuation (pursuant to Section 2(b) above) to resume the course of the *insured person's* original trip or to return him/her to the *stationed location* up to a maximum amount of HKD1,950 per day and up to a limit of HKD7,800 per trip. Prior approval and determination of Zurich Emergency Assistance on the payment of the expenses incurred by the *insured person* shall be based entirely on medical necessity.

**(f) Twenty-four hours Telephone Hotline and Referral Services include:**

- (i) Pre-trip information assistance
- (ii) Embassy referral
- (iii) Medical service provider referral
- (iv) Arrangement of appointments with doctors or specialists
- (v) Lost passport assistance
- (vi) Lost luggage assistance
- (vii) Interpreter referral
- (viii) Legal referral
- (ix) Telephone medical advice
- (x) Monitoring medical condition during hospitalization
- (xi) Arrangement for medical expenses guarantee

In respect of services (x) and (xi) above, hospitalization expenses or medical expenses charged to the *insured person* by a *hospital*, *medical practitioner* other than *our* appointed doctors, or any other medical professions are to be borne by the *insured person* unless these expenses are caused by an *accident* during the *period of insurance*.

**ZURICH EMERGENCY ASSISTANCE is rendered by a service provider nominated by Zurich Insurance Company Ltd.**

#### Exclusions applicable to Section 4

No service will be provided or paid under this section:

1. when the *insured person* is located in areas which represent *war risks* or political conditions such as to make the provision of services under this section impossible or reasonably impracticable;
2. for emergency medical evacuation or repatriation of the *insured person's* mortal remains or other cost which are not approved in advance by *us* and in writing to and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect;
3. when the *insured person* is residing or travelling outside *stationed location* contrary to the advice of a *medical practitioner*;
4. when the *insured person* is residing or travelling outside *stationed location* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

#### SECTION 5 – ADDITIONAL BENEFITS

Sections contained hereunder are only applicable if it is shown as being operative on the *schedule*.

**(a) Compassionate Death Cash**

In the event of death (*accidental* or *natural*) of an *insured person* during the *period of insurance*, we will pay the Compassionate Death Cash as stated on the *schedule* to the estate of the *insured person*. No benefit shall be payable in the event of suicide of the *insured person* unless such *insured person* has been insured under the policy for more than twelve (12) consecutive months.

**(b) Funeral Expenses Benefit**

If during the *period of insurance*, an *insured person* sustains *injury* as a result of a *accident* which results in death during the same period, we shall pay the actual costs for his/her funeral incurred in *Hong Kong* up to the sum insured stated on the *schedule*, provided that such funeral arrangement is undertaken by *us* with *our* prior written consent and only upon receipt of the relevant supporting documents.

**(c) Scarring of the Face**

If during the *period of insurance*, an *insured person* sustains *injury* as a result of a *accident* which results in *permanent* disfigurement or *permanent* scarring of the face of at least one square centimeter or two centimeters in length during the same period and is substantiated by a written report from a qualified *medical practitioner*, we shall pay a lump sum benefit according to the sum insured stated on the *schedule*.

**(d) Trauma Counseling Benefits**

If during the *period of insurance*, an *insured person* is the victim of a traumatic event including, but not limited to, rape, armed hold-up, assault, natural disaster or acts of *terrorism*, we shall pay the cost of trauma counselling which is recommended by a qualified *medical practitioner* in writing, provided that such counselling is undertaken by *us* with *our* prior written consent. The maximum limit we will pay for each *insured person* shall not exceed the "per visit per day limit" and the sum insured as stated on the *schedule*.

**(e) Education Fund**

If during the *period of insurance*, an *insured person* sustains *injury* as a result of an *accident* which results in death during the same period, we shall pay a lump sum benefit according to the sum insured stated on the *schedule* for the *insured person's* child(ren) as an education subsidy. The child(ren) must be unmarried full-time student(s) aged between one (1) year and twenty-three (23) years.

**(f) Recruitment Expenses**

If during the *period of insurance*, an *insured person* sustains *injury* as a result of a *accident* which results in Event 1- *Accidental Death* or Event 2 - *Permanent Total Disablement* as stated in the Compensation Table attached to the *schedule*, we will reimburse the recruitment expenses, within six (6) months from the date of his/her *accidental* death or diagnosis of *permanent total disablement*, for the replacement of such *insured person* up to the sum insured stated on the *schedule*. Recruitment expenses shall include the advertisement and employment agency fee.

**(g) Loss of Teeth**

If during the *period of insurance*, an *insured person* sustains *injury* as a result of an *accident* which results in *permanent* loss of the *insured person's* nature teeth, we shall pay a lump sum benefit for each of the loss teeth according to the benefit amount for each teeth and up to the sum insured stated on the *schedule*.

**(h) Search and Rescue Expenses**

In the event of the *insured person* is reported missing while traveling outside the *stationed location* for a trip not exceeding ninety (90) days, we shall pay for the cost incurred by a recognised rescue authorities in searching for and rescuing the *insured person* up to the sum insured stated on the *schedule*. The incident must be reported to the local police and a missing person report shall be obtained and submitted to *us*.

**Exclusion to Search and Rescue Expenses**

This benefit does not cover any loss which will be paid or refunded by any existing insurance scheme, government programme, or any expenses incurred for services provided by another party or local government for which the *insured person* is not liable to pay.

**(i) Clothing and Personal Effects Damage Compensation**

We will pay up to the sum insured as stated on the *schedule* for the damage to the clothing as well as personal effects of the *insured person* as a direct result of an *injury* and caused by the same *accident* (but only to the extent that these items are not recoverable from any other source). We may make payment at *our* option to reinstate or repair the personal effect as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, the claim will be dealt with at replacement cost at market price. This benefit will be payable provided that we have agreed to pay the benefit of Section 1 and/or Section 2 for the same *accident* under this policy.

The sub-limit for any one (1) article, pair, set or collection is shown on the *schedule*. The maximum amount we will pay under this Section 5(i) in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

**Exclusion to Clothing and Personal Effects Damage Compensation**

This benefit does not cover the following classes of property: business merchandise or sample, foodstuffs and/or medicine, tobacco, contact lenses, dentures and/or its appliances, dental accessories (such as but not limited to braces or retainers), animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, or any other conveyances, household furniture, antiques, any kind of jewellery, mobile phones (including PDA phones, smart phones or similar devices with telecommunications functions and other accessories), tablets or laptop computers.

**PART 3 - GENERAL EXCLUSIONS**

This policy does not cover death, disablement, *injury*, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

1. *War*, invasion, 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;
2. any illegal or unlawful act by an *insured person*;
3. naval, military or airforce services or operations while actively engaged in *war*;
4. engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
5. any pre-existing physical weakness, defect or disease or any injury sustained prior to the effective date of any individual *insured person's* cover under the policy, congenital and heredity condition, suicide or intentional self-inflicted injury;
6. insanity, mental disorder, any condition resulting from venereal disease;
7. air travel other than as a passenger on a regular scheduled airline or licensed or private chartered aircraft.

## PART 4 - GENERAL CONDITION:

1. All *China* citizens who reside and/or work in *China* will not be covered within the territory of *China* unless they are holding a valid Hong Kong Identity Card or has a working visa and/or employment contract in *Hong Kong*.

## PART 5 - POLICY ADMINISTRATIVE METHOD

### 1. For Named Policy :

- (a) You should declare to us by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations/salary, *stationed loaction* before this policy becomes effective.
- (b) Any addition or deletion of the *insured person* during the *period of insurance* as stated on the *schedule* should be declared to us as soon as reasonably practicable for immediate endorsement issuance. The endorsement and premium adjustment shall be made immediately on pro-rata daily basis.
- (c) Upon policy anniversary, you should declare and provide the update cense to us by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations/salary and *stationed loaction* for the calculation of the renewal premium.

### 2. For Unnamed Policy :

- (a) You should declare to us by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations/salary, *stationed location* before the coverage is binding.
- (b) No declaration of the *insured person's* movement or salary increment is required during the *period of insurance* as stated on the *schedule* except any significant change of underwriting material including but not limited to the addition of subsidiary company and change of business of the Insured or job nature of the *insured person*.
- (c) Upon policy anniversary, you should declare and provide the update cense to us by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations/salary and *stationed loaction* for the calculation of the renewal premium.
- (d) Year end adjustment premium shall be made upon policy anniversary base on the following formula:  
A = Annual premium charged at the beginning of the *period of insurance* as stated on the *schedule*.  
B = Actual premium charged based on the calculation in (c) above.  
Year end adjustment premium = (A+B) / 2 - A
- (e) Although no individual name declaration is required during the *period of insurance* as stated on the *schedule*, we reserve the right to verify the *insured persons* in the book of record kept by you in case of any losses occurs.

### 3. For Declaration Policy (monthly basis):

- (a) An annual minimum and deposit premium, which is non-refundable, will be charged at the beginning of the *period of insurance* as stated on the *schedule*. A debit note will be issued to you if the actual premium payable exceeds such deposit premium.
- (b) You should make monthly declaration in arrears to us by written notice regarding the actual number of *insured person* together with their full names, Hong Kong identity card no. /passport no., plan selected, *stationed location*, the commencement date and period. Such declaration will be served as the basis for premium calculation and claims processing purpose.
- (c) Subsequent premium shall become payable on a monthly basis when the actual premium has exceeded the annual minimum and deposit premium. The calculation of the actual premium payable is based on the number of *insured person* declared by you on the monthly declaration multiplied by the applicable premium rate. The non-refundable annual minimum and deposit premium shall be used to offset against the premium after the above multiplication. If there is any shortfall between the non-refundable annual minimum and deposit premium and such premium after the above multiplication, you shall pay such shortfall immediately.

## PART 6 - GENERAL PROVISIONS

### 1. Entire Contract

This policy including all the *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by our authorized officer and evidenced by endorsement of such amendment. For avoidance of doubt, the *relevant documents* will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by you.

### 2. Age limit

Unless specifically mentioned on the *schedule* to the contrary, the insurance afforded under this policy shall only apply to the *insured person* aged seventeen (17) years to seventy (70) years both inclusive on this policy commencement date or renewal date.

### 3. Change of Occupation

- (i) When there is a change of the job duties in the occupation of the *insured person* stated at the time of application ("Occupation") or a change of Occupation or the *insured person* engages in additional occupation or retires, you shall notify us in writing immediately of the change.
- (ii) If you notify us of the aforesaid change, we have the right to adjust the premiums or benefits payable under this policy and/or change the terms and conditions of this policy at our absolute discretion.

### 4. Notice of Claim

Written notice must be given to us within thirty (30) days upon the first treatment of any event likely to give rise to a claim under this policy. In the event of *accidental* death, immediate notice thereof must be given to us. All certificates, information and evidences required by us shall be furnished at the expense of you or the *insured person* or their personal representative and shall be in such form and of such nature as we may prescribe. We shall be entitled to call for examination(s) by a medical referee at our expense. If you or the *insured person* do(es) not comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this policy.

## 5. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the date of issuance of *our* receipt of the claim form. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished at the expense of the claimant without any expense to *us*.

In case of insanity, proof from two independent qualified *medical practitioners* should be submitted to *us* to certify the *insured person* is insane.

## 6. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the *injury* giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

## 7. Medical Examination

*We* shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if *we* deem necessary and in the event of death to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

## 8. Payment of Claim

*We* will pay all benefits (except for Section 4(b) and 4(c)) to the *insured person* for their respective rights and interests. Benefits payable under Section 4(b) - Emergency Medical Evacuation and Section 4(c) - Repatriation of Mortal Remains will be paid directly to the service provider. All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured person*, *we* will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval except loss for which periodic payment is provided. All accrued compensation for loss for which periodic payment is provided will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

## 9. Right of Recovery

In the event that the authorization of payment and/or payment is made by *us* or Zurich Emergency Assistance for a claim which is not covered under this policy or when the limit of liability of this insurance is exceeded, *we* or Zurich Emergency Assistance reserve the right to recover the said sum from the *insured person*.

## 10. Misrepresentation or Non-disclosure

If *you* or the *insured person*, or anyone acting for *you* or the *insured person* make(s) a statement in the form as required during the application process regardless of verbally or in written format or in connection with any claim knowing that the statement to be false, or fail to disclose pre existing conditions or fail to act in utmost good faith, *we* will not be liable for the claim and all cover under this policy shall cease immediately. *We* will not be liable to refund any premium paid.

## 11. Premium Charge

This policy is an annual policy. The effect of the policy is subject to the settlement of the full premium for the entire policy year. *We* reserve the right to revise or adjust the premium in accordance with *our* applicable premium rate at the time of policy renewal by giving thirty (30) days' prior written notice to *you*.

## 12. Grace Period

*We* will allow *you* thirty-one (31) days grace period for the payment of each premium after the first premium. During grace period *we* will keep this policy in force. If after that time the premium remains unpaid, this policy will be deemed to have lapsed from the date when the unpaid premium was due.

## 13. Reinstatement of Policy

If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by *us* or by any of its duly authorized representative shall reinstate this policy, but only to cover loss resulting from *injury* thereafter sustained.

## 14. Cancellation

(i) *We* have the right to cancel this policy or any section or part of it by giving thirty (30) days' advance notice in writing by registered post to *your* last known address. Under no circumstances *we* will be obligated to reveal *our* reasons for cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at the time of cancellation or surrender to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such *period of insurance* of this policy. The payment or acceptance of any premium subsequent to such termination shall not create any liability on *us* but *we* shall refund any such premium received by *us*.

(ii) *You* have the right to cancel this policy by giving thirty (30) days' advance notice in writing to *us*. In such event, *we* will refund the unearned premium actually paid by *you* provided that no claim has been made during the period starting from the policy effective date to the date on which the cancellation takes effect ("Policy Period"), the earned premium shall be calculated in accordance with the table below but in no event shall the earned premium be less than *our* minimum premium stated on the *schedule*.

In both cases above, if there is a claim or service used during the current policy period, there will be no refund of premium on the unexpired period and *you* are liable to settle the annual premium of the policy year.

Policy Period percentage of premium earned by *us*

<u>Policy Period</u>	<u>Charges of Premium</u>
2 months	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

## 15. Termination of Policy

This policy shall automatically terminate on the earliest of:

- (i) the *insured person* is no longer eligible for the benefits under this policy in view of Clause 2 – Age Limit of this Part;
- (ii) cover under this policy ceases pursuant to the Clause 10 – Misrepresentation or Non-disclosure of this Part;
- (iii) *you* fail to pay after expiry of the 31-day grace period in accordance with Clause 12 – Grace Period of this Part; or
- (iv) either party cancel this policy by giving thirty (30) days written advance notice pursuant to Clause 14 – Cancellation of this Part.

## 16. Renewal

This policy may be renewed with *our* consent from time to time by payment of the premium in advance at *our* premium rate in force at the time of renewal. However, we may 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*.

## 17. Zurich Emergency Assistance

The service provider of Zurich Emergency Assistance is an independent service provider providing services to the *insured person* upon the *insured person's* request. We or any of *our* affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its employees, agents or representatives.

## 18. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) years from the expiration of the time within which proof of claims is required.

## 19. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we are entitled by virtue of *our* right hereunder.

## 20. Alternative Dispute Resolution

In the event of a dispute arising out of the policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under the policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the policy.

## 21. Right of Third Party

Other than the *Insured / insured persons* or as expressly provided to the contrary, a person who is not a party to the *policy* has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the policy.

## 22. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

## 23. Governing Law and Jurisdiction

The policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

## 24. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website:

<https://www.zurich.com.hk/en/services/privacy>

*You* shall procure all *insured person* covered under the policy to authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

## CLAIMS PROCEDURE

Step 1: Notify *us* within thirty (30) days of any occurrence which may give rise to a claim.

Step 2: Complete and provide a claim form and the following documents to *us*.

### **Accidental Death and Disablement/ *Second and Third Degree Burns***

- Copy of a death certificate
- Copy of a dated medical report / certificate issued by a *medical practitioner* certifying the degree or severity of disability
- Police report and /or coroner's report, where relevant
- Letters of Administration or Grant of Probate
- (In the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one year due to sinking or wrecking of the transportation means

### **Accidental Medical Expenses**

- Original medical bills issued by a clinic or *hospital* with the itemized list and / or details of the medical expenses
- Copy of a dated medical report / certificate showing the name of the *insured person*, diagnosis and treatment certified by *medical practitioner*
- Police report, where relevant

Additional documents or information relevant to the claim may be required and to be forwarded upon *our* request.

### **What To Do When The *Insured Person* Needs Help**

In a medical or other emergency, call Zurich Emergency Assistance Hotline on +852 2886 3977 and quote the *insured person's* name and this policy number printed on the *schedule*. An experienced Assistance Coordinator will handle his/her enquiry. To make a claim, call Zurich claims hotline, Monday to Friday 9:00 a.m. to 5:30p.m. on +852 2903 9388.

- End -