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PERSONAL ACCIDENT COMPREHENSIVE PROTECTION PLAN POLICY

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

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance (except as otherwise specified under this Policy).

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured Person of all the Terms of this Policy shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and save for the word Insured, words importing the masculine gender only also include the feminine and vice versa.

PART I – GENERAL DEFINITIONS AND INTERPRETATION

(1) Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule or the Certificate of Insurance, endorsement and any memoranda shall bear such specific meanings wherever it may appear.

1. **Accident** : means a sudden, unexpected and unforeseen event which occurs in an involuntary manner.
2. **Bodily Injury** : means injury caused solely and directly by Accident and which are independently of any other causes and not by sickness, disease or gradual physical or mental disorder.
3. **Death** : means death caused solely and directly by Accident and which are independently of any other causes.
4. **Certificate of Insurance** : means the certificate of insurance attaching to the Policy which set out the details of the Insured and Insured Person's name, address, the Period of

Insurance, the premium, the maximum benefits of the Policy. It forms a part of and should be read in conjunction with the Policy.

5. **Child(ren)** : means the dependent unmarried not at work legitimate child including stepchild and legally adopted child of the Insured aged between three (3) years and seventeen (17) or a full-time student(s) aged 23 or below (including those child who has attained the age of eighteen (18) or twenty-four (24) during the Policy Year), who must be a legal resident of Hong Kong and ordinarily residing in Hong Kong.
6. **Chinese Herbalists** : means a listed or registered Chinese medical practitioner under the Chinese Medicine Ordinance of Hong Kong, Cap.549 or duly qualified practitioner of Chinese medicine 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 or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.
7. **Dangerous Activities** : means bunjee jump, hang-gliding, parachuting, aviation (other than as a fare paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), rafting, speed-boat or jet-ski driving or riding, skiing, trekking, mountaineering (reasonable requiring the use of ropes or guides), rock-climbing, boarding on hot-air balloon, underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
8. **Family** : means the Insured, Insured's legally married spouse under seventy-six (76) years of age and Child, all being a legal resident of Hong Kong and ordinarily residing in Hong Kong during the Period of Insurance.
9. **Hong Kong** : means the Hong Kong Special Administrative Region of The People's Republic of China.
10. **Insured** : means the one in whose name this Policy is issued and who is named in the Schedule or the Certificate of Insurance.
11. **Insured Person** : means the Insured Person as shown in the Schedule or the Certificate of Insurance.
12. **Limit of Indemnity** : means the Maximum Benefit as specified in the Schedule or Certificate of Insurance that the Company is liable to pay in the event of loss under PART II of this Policy.
13. **Loss of Sight** : means the complete and irrecoverable and irremediable loss of the sight of eye.
14. **Loss of Hearing** : means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf and irremediable by surgical or other means of treatment.
15. **Loss of Speech** : means total and permanent irrecoverable loss of speech and irremediable by surgical or other means of treatment.
16. **Major Burns** : means the "Third Degree Burns" that has caused full thickness skin destruction and the total body surface area burnt by at least 10%.
17. **Period of Insurance** : means the period starting from the date of commencement of insurance as stated in the Schedule or the Certificate of Insurance and terminating on the date of termination in accordance with "PART IV - TERMINATION OF POLICY" under this Policy.

- 18. Permanent Total Disablement** : means absolute continuous disablement from engaging in or giving alteration to any gainful occupation or carrying out normal duties in daily life for twelve (12) consecutive calendar months and at the end of that time being beyond hope of improvement.
- 19. Permanent Total Loss** : means loss by physical severance or total and permanent loss of use.
- 20. Policy Year** : means each continuous twelve months period starting from the effective date of this Policy as specified in the Schedule or the Certificate of Insurance.
- 21. Pre-existing Condition** : means the Insured Person's Bodily Injury, illness, physical defect, infirmity, signs or symptoms or any condition
- (1) which existed or was existing; or
 - (2) where its direct cause existed or was existing; or
 - (3) where he was aware or was reasonably expected to be aware; or
 - (4) where he has received medical treatment or advice; or
 - (5) where any laboratory test or investigation showed the likely presence of the condition
- prior to the effective date of the Policy, the effective date of the coverage or the effective date of last reinstatement of the Policy, whichever is later.
- 22. Private Car** : means any four-wheeled pleasure type motor vehicle, excluding any vehicle licensed to transport fare-paying passengers or for hire or reward or licensed to transport merchandise for sale or delivery.
- 23. Public Conveyance** : means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and any regularly scheduled airport taxi or any regularly scheduled airport limousine operating on fixed routes and schedules.
- 24. Qualified Nurse** : means any nurse legally qualified and authorized to render nursing services, having qualifications at least equivalent to "Registered Nurse" or "Enrolled Nurse" of Hong Kong, and should a claim and treatment occur outside Hong Kong shall mean a nurse who is duly qualified and registered as such under the laws of the country in which the claim arises and where treatment takes place, but excluding the Insured or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.
- 25. Registered Medical Practitioner** : means a person duly qualified and legally registered as such to practice western medicine in Hong Kong, and should a claim and treatment occur outside Hong Kong, shall mean a practitioner of western medicine who is duly qualified and registered as such under the laws of the country in which the claim arises and where treatment takes place, but excluding Insured or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.

- 26. Schedule** : means the pages attaching to the Policy which set out the details of the Insured and Insured Person’s name, address, the Period of Insurance, the premium and the maximum benefits of the Policy. It forms a part of and should be read in conjunction with the Policy.
- 27. Winter Sports** : means skiing, tobogganing, sledding and ice skating, including ice hockey and other non-professional sports requiring snow or ice for play.

- (2) References in this Policy to Items and Schedules or the Certificate of Insurance and Appendices are to item in and Schedules or the Certificate of Insurance and Appendices to this Policy (unless the context otherwise requires) and such shall be deemed to form part of this agreement between the Company and the Insured.
- (3) Headings are inserted for convenience only and shall not affect the construction of this Policy.

PART II – COVERAGE

PERSONAL ACCIDENT

In the event of the Insured Person sustaining Bodily Injury caused by an Accident during the Period of Insurance, the Company shall pay the following benefits:

1. Personal Accident

The Company will pay to the designated beneficiary or the Insured Person's legal personal representatives up to the amount as stated under “Item No. 1” as specified in the Schedule or Certificate of Insurance and in accordance with the percentage stated hereunder:

Table of Benefits

	<u>Insured Item</u>	<u>Percentage of the maximum benefits payable under the Schedule/Certificate of Insurance</u>
(1)	Death	100%
(2)	Permanent Total Disablement	100%
(3)	Major Burns	100%
(4)	Loss of Sight in one or both eyes	100%
(5)	Loss of Sight in one eye except perception of light	50%
(6)	Permanent Total Loss of lens of one eye	50%
(7)	Loss of Hearing in both ears	75%
(8)	Loss of Hearing in one ear	15%
(9)	Loss of Speech	50%
(10)	Permanent Total Loss of one or both Limbs	100%
(11)	Permanent Total Loss of arm at or above or below the elbow	100%
(12)	Permanent Total Loss of leg at or above or below the knee	100%
(13)	Permanent Total Loss of thumb and four fingers of one hand	50%
(14)	Permanent Total Loss of four fingers of one hand	40%
(15)	Permanent Total Loss of thumb	
	i. Both phalanges	25%

	ii. One phalanges	10%
(16)	Permanent Total Loss of index finger	
	i. Three phalanges	15%
	ii. Two phalanges	8%
	iii. One phalanges	4%
(17)	Permanent Total Loss of middle finger	
	i. Three phalanges	10%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(18)	Permanent Total Loss of ring finger	
	i. Three phalanges	8%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(19)	Permanent Total Loss of little finger	
	i. Three phalanges	6%
	ii. Two phalanges	3%
	iii. One phalanges	2%
(20)	Permanent Total Loss of all toes of one foot	17%
(21)	Permanent Total Loss of great toe	
	i. Two phalanges	5%
	ii. One phalanges	2%
(22)	Permanent Total Loss of any other toe	3%
(23)	Any permanent disablement not specified above other than loss of sense of taste or smell	see below*

*Such percentage will be assessed by the Company as in the opinion of the Company's medical advisers regardless of the Insured Person's employment or occupation and which shall not be inconsistent with the percentage specified above.

Provisions:

- (1) No benefits will be payable unless any one of the above benefit items results within twelve (12) months from the date of Accident.
- (2) The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt.
- (3) During the Period of Insurance, the maximum amount of all benefits payable for one or more Bodily Injuries sustained by the Insured Person in each Policy Year shall not exceed 100% of the amount under this item as specified in the Schedule or Certificate of Insurance of this Policy.
- (4) This benefit is not applicable if "Part II Item No.2 - Double Indemnity for Accidental Death or Permanent Total Disablement" is payable.

2. Double Indemnity for Accidental Death or Permanent Total Disablement (not applicable to Insured Person aged over 70 and Child)

The amount payable under “Part II Item No. 1 – Accidental Death or Permanent Total Disablement” shall be doubled for loss sustained while the Insured Person is travelling as a fare paying passenger on board a Public Conveyance licensed to carry passengers or on board in a Private Car, or as a result of landslide.

3. Compassionate Death Cash Benefit (not applicable to Child)

In the event of death of the Insured Person during the Period of Insurance as a result of Bodily Injury, the Company shall immediately pay such cash relief amount as stated under “Item No. 3” as specified in the Schedule or Certificate of Insurance of this Policy to the Insured Person’s beneficiary or the legal estate in the absence of beneficiary designation, provided that evidence of proof of loss is obtained through the 24-Hour Emergency Assistance Company or through media broadcasting. In the absence of such proof, benefit will only be payable with the evidence after receipt of the police report or death report.

4. Credit Card Outstanding Balance Protection (not applicable to Child)

In the event of an Accident causing death to the Insured Person, the Company will pay up to the amount as stated under “Item No. 4” as specified in the Schedule or Certificate of Insurance for any outstanding balance payable under the Insured Person’s credit cards for items and sundries charged to such cards during the Period of Insurance.

5. Medical Expenses

The Company will reimburse up to the amount as stated under “Item No. 5” as specified in the Schedule or Certificate of Insurance for medical, surgical, hospital or nursing fees or charges necessarily incurred during the Period of Insurance and within twelve (12) months of the happening of the Accident provided that all such fees or charges are necessarily and reasonably incurred for professional medical services provided by a Registered Medical Practitioner or Qualified Nurse and/or at a hospital prescribed by such Registered Medical Practitioner. Treatment provided by Chinese Herbalist and bonesetter is also extended to be covered and payable up to per day and per year limits as specified in the Schedule or Certificate of Insurance.

6. Home Nursing Allowance

During the Period of Insurance if an Insured Person has sustained Bodily Injury and incurs eligible expenses for services rendered by a Qualified Nurse in respect of nursing care at the Insured Person’s home for such period or periods recommended by a Registered Medical Practitioner after discharged from the hospital, the Company will pay the actual charges necessarily and reasonably incurred by not more than one Qualified Nurse for such services and up to the maximum amount and number of days as specified under “Item No. 6” as specified in the Schedule or the Certificate of Insurance.

The Company shall not be liable for

- (1) any charges for nursing service or treatment by physical therapy or any medical check-up by X-ray examination or any other means which are purely for diagnostic purposes;
- (2) any charges for nursing service rendered for geriatric, psycho-geriatric or psychiatric condition.

7. 24-Hour Emergency Assistance Services and Benefits

If the Insured Person shall suffer serious Bodily Injury or sickness or is in need of medical, legal administrative emergency assistance outside his country of residence while arising out of and in the course of his journey, provided that such journey is not undertaken

- against the advice of the Registered Medical Practitioner; and/or
- for the purpose of obtaining or seeking any medical or surgical treatment aboard.

the following emergency assistance services and benefits are available directly from the Emergency Assistance Service upon specific verbal notification by the Insured Person or his personal representative to any of the specified 24-hour Alarm Center, provided that the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him.

(1) Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may call the Emergency Assistance Service's Alarm Center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for medical assessment and the Emergency Assistance Service will assist the Insured Person in making the medical appointment. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Assistance Service.

(2) Medical Evacuation

Should the Insured Person suffer from Bodily Injury or sickness outside his country of residence such that Emergency Assistance Service's medical team and the attending physician recommends hospitalization in another medical facility where the Insured Person can be suitably treated Emergency Assistance Service will arrange and pay for

- (a) the transfer of the Insured Person into one of the nearest hospital; and
- (b) if necessary, on medical grounds to transfer the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or sickness.

The medical team and attending physician will at his discretion determine the necessary arrangements according to the circumstances.

To complete the Medical Evacuation, the Emergency Assistance Service will in accordance to the condition arrange for the following:

- (a) ambulance to transfer the Insured Person to the airport of departure
- (b) emigration/immigration and customs clearances at the airport of departure/destination
- (c) intensive care equipment
- (d) qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- (e) ambulance on the tarmac to meet the Insured Person and the medical escort at the

airport of arrival

- (f) immediate consultation by appropriate specialist upon arrival
- (g) reservation of bed in hospital
- (h) constant monitoring of the medical condition of the Insured Person during his hospitalization by the Emergency Assistance Service's doctor
- (i) liaison with the family of the Insured Person and updating of the evolution of the treatment.

(3) Repatriation after Treatment

After local treatment, the Insured Person's medical condition in accordance with the medical opinion of both the attending physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his country of residence by scheduled airline flight or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Emergency Assistance Service. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Emergency Assistance Service's Alarm Center under constant medical supervision.

(4) Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person, the Emergency Assistance Service will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to HK\$100,000 for

- (a) the repatriation of the Insured Person's body or ashes to the Insured Person's place of permanent residence; or
- (b) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Emergency Assistance Service's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. In any event cost of coffin is not covered.

(5) Travel Information

The Insured Person may contact the Emergency Assistance Service to obtain travel related information and services before starting or during his journey. Any such information provided by the Emergency Assistance Service shall be for reference only and the Company shall not be liable for any loss arising out of any incorrect or outdated information provided.

(6) Luggage Retrieval

In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Emergency Assistance Service will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.

(7) Emergency Rerouting Arrangements

The Emergency Assistance Service will at the costs of the Insured Person assist the Insured

Person in reorganizing his flight schedule should an emergency oblige him to alter his original plan.

(8) Administration Assistance on Loss of Travelling Document

In case of loss or theft of essential travelling documents or personal identification documents (e.g. passport, entry visa, etc.), the Emergency Assistance Service will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

(9) Legal Assistance

Worldwide referral of lawyers and solicitors firms at the Insured Person's request.

(10) Compassionate Visit

In the event of the Insured Person suffering from serious Bodily Injury or sickness resulting in hospital confinement outside his country of residence for more than seven (7) consecutive days, the Emergency Assistance Service will arrange and pay up to HK\$60,000 for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from the Insured Person's country of residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and room services.

(11) Return of Unattended Dependent Child to Country of Residence

If any of the Insured Person's travelling dependent Child under eighteen (18) years of age is left unattended by reason of the Insured Person's Bodily Injury or sickness resulting in hospital confinement outside his country of residence or the death of Insured Person, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such Child to return to his home in the Insured Person's country of residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service. If necessary, the Emergency Assistance Service will at its sole discretion also hire and pay for a qualified attendant to accompany any such dependent Child for return journey.

(12) Deposit Guaranteeing of Hospital Admission

In case of hospital admission duly approved by both the attending physician and the Emergency Assistance Service's Alarm Center doctor and the Insured Person is without means of payment of the required hospital admission deposit, the Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$50,000. Prior to arranging the above service, Emergency Assistance Service shall obtain the approval and confirmation for the reimbursement by the Company to Emergency Assistance Service for the advance sum of deposit.

(13) Hotel Room Accommodation for Convalescence

The Emergency Assistance Service will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5 (five)

consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the hospital and deemed medically necessary by Emergency Assistance Service's doctor.

(14) Unexpected Return to the Country of Residence

In the event of the death of the Insured Person's immediate relative (shall mean parents, spouse, Child or siblings) in his country of residence while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his country of residence, the Emergency Assistance Service will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.

(15) Exclusions

- (a) Costs which would have been payable by the Insured Person had the event giving rise to the intervention of Emergency Assistance Service not occurred.
- (b) Cases of minor sickness or Bodily Injury in the opinion of the Emergency Assistance Service's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work, the Emergency Assistance Service will not provide any service to the Insured Person.
- (c) No expenses incurred will be borne by the Emergency Assistance Service if the Insured Person in the opinion of the Emergency Assistance Service's doctor is physically able to return to his country of residence sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.

PART III – GENERAL EXCLUSIONS

- 1. The Company shall not be liable in respect of Accident occasioned by or through or in consequence directly or indirectly of :
 - (1) war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), or civil war;
 - (2) mutiny, rebellion, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege;
 - (3) nuclear weapons materials;
 - (4) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this General Exclusion 1.(4), combustion shall include any self-sustaining process of nuclear fission.

- 2. The company shall not be liable in respect of Bodily Injury or Death directly or indirectly caused by or resulting from :
 - (1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof while sane or insane or any functional disorder of the mind;
 - (2) encountering murder, kidnap or ransom;
 - (3) engaging in Dangerous Activities, Winter Sports, occupational or professional sport, racing or competition of any kind;

- (4) assault or fighting;
 - (5) engaging in duty with the disciplinary service;
 - (6) engaging in flying activities 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;
 - (7) 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;
 - (8) Pre-existing Condition;
 - (9) congenital anomalies or deformities such as hare-lip, club-foot, birth mark, abnormal bone or cerebral palsy, etc;
 - (10) any dental treatment or surgery; eye refraction or examination for fitting of eye glasses, contact lens or hearing aids; any cosmetic or plastic surgery except as necessitated by Bodily Injury;
 - (11) pregnancy (including antenatal and postnatal check up), miscarriage or childbirth (natural delivery and cesarean section), abortion, birth control, contraception, sterilization, infertility and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident;
 - (12) HIV (Human Immunodeficiency Virus), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof however caused or however named;
 - (13) insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to unnecessary peril (except in an attempt to save human life).
3. The indemnity expressed in this Policy shall not apply to or include liability in respect of death or Bodily Injury including illness of any person directly or indirectly caused by infectious disease which is listed in the first schedule of the "Prevention and Control of Disease Ordinance" (CAP 599) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.

(In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this General Exclusion, any Accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such Accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)

PART IV – TERMINATION OF POLICY

1. Termination by the Insured

During the Period of Insurance, the Insured may terminate this Policy by writing to the Company provided that no claim has arisen or paid under this Policy during a particular Policy Year. Such termination shall become effective on the date of the written notice is received by the Company, or

the date specified in the notice, whichever is later.

- (1) For payment made on monthly basis: No premium will be refunded.
- (2) For payment made by 12 month installment:

The Insured is required to pay the difference of the paid monthly installment premium with the minimum premium required by the Company with reference to the “Minimum Premium Table” below.

Period Covered (not exceeding)	Minimum Premium (according to annual premium multiplied by the following respective percentage)
5 months	50%
6 months	60%
7 months	70%
8 months	80%
9 months	90%
Over 9 months	100%

- (3) For payment made in each year:

All premium paid annually for that particular Policy Year will at all times be subject to the following premium refund rules:

Period Covered (not exceeding)	Premium Refund
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 9 months	0%

If either payment methods (2) or (3) is used and in the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Insured is required to pay 100% of annual premium as the minimum premium required by the Company.

2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or to subject this Policy to different terms, if the Insured or Insured Person has at any time failed to observe the Terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving seven (7) days notice in writing to the Insured and such notice shall be delivered to the Insured or sent by letter to the Insured at his last known address and such cancellation shall become effective from 1) the next monthly premium due date following the date of such notice being issued for payment made by monthly payment or 2) the seventh (7th) day after such notice has been issued for payment made in each year. For payment made in each year, the Insured shall be entitled to the return of premium on pro-rata basis for the unexpired period of coverage provided no claim has arisen or paid under the Policy during that Policy Year.

3. Automatic Termination

This Policy shall terminate forthwith upon the death of the Insured. Any Family shall cease to be an Insured Person forthwith upon death or upon their ceasing to be Family as defined in PART I – GENERAL DEFINITIONS.

4. Termination due to non-payment of premium

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule or the Certificate of Insurance. If any subsequent premium is not paid on its due date, this Policy will be terminated on that due date.

PART V – PREMIUM

1. This Policy shall become effective upon payment of the premium.
2. If premium is settled on monthly basis, the Company will collect three (3) month's advance premium in the 1st month and each subsequent month's premium will be collected on the 4th month thereon. All advanced premium is not refundable unless the Policy is cancelled within the fifteen (15) days waiting period after receipt of the Policy provided no claim has arisen or paid during the period.
3. Premium shall be paid in accordance with the amount stated in the Schedule or the Certificate of Insurance, endorsement and any memoranda and shall be paid on the commencement date of this Policy and
 - (1) upon the expiry date of each subsequent Policy Year for premium settled in each year or settled by monthly installment; or
 - (2) upon the same date in each month thereafter throughout the effective period of this Policy for premium settled on monthly basis.
4. If change of premium payment mode is required, the Insured shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Policy Year and such changes shall become effective only on the first day of the earliest coming renewal Policy Year.

PART VI – AUTOMATIC RENEWAL

1. Payment of the required renewal premium by the Insured (1) upon the premium due date in each month for payment made by monthly basis or (2) upon each renewal Policy Year for payment made by monthly installment in each year or by year, will continue this Policy to be in force until the expiry date of that Policy Year.
2. This Policy will be automatically renewed upon payment of premium by the Insured unless written notice of changes in Policy Terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Policy Year. No renewal documents will be issued and the Insured's existing Policy plus premium payment shall constitute the evidence of valid cover under this Policy.

PART VII – CHANGE INSURED PLAN

Thirty (30) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of insured Plan in PART II. Subject to the approval by the Company, the new insured Plan and premium will be effective only on the first (1st) day of the earliest coming renewal

Policy Year.

PART VIII – NO CLAIM RENEWAL PREMIUM DISCOUNT

In the event of no claim arise or being paid under any part of the policy during each consecutive Policy Year, premium discount will be granted upon each subsequent Policy Year as follows:

<u>No claim record period</u>	<u>Renewal premium discount</u>
1 st year before renewal	10% discount
consecutive 2 years before renewal	15% discount
consecutive 3 years before renewal.....	20% discount
consecutive 4 years before renewal.....	25% discount
consecutive 5 or more years before renewal	30% discount

Upon making proposal for the Policy, and upon the Insured submitting to the Company satisfactory documentary proof by way of existing policy or renewal notice that he is holding an effective personal accident protection policy with another insurance company under which he is entitled to “No Claim Renewal Premium Discount” , such same premium discount privilege (up to maximum 30% of the premium) will be applied to the Policy upon its issuance, and subject to the terms and conditions of this Part (and/or other terms and conditions of this Policy so far as applicable), in each subsequent Policy Year, the Insured will be entitled to cumulate the no claim record period and continue to be entitled to the “no claim renewal premium discount” benefit upon renewal of the Policy.

If a claim will arise or will be payable during any of the above renewal period, all accumulating total “no claim renewal premium discount” will be cancelled and will restart the accumulation from the first (1st) day of the coming renewal Policy Year.

In the event of receiving valid claim documents which falls within the period where “no claim renewal premium discount” has been payable, the Insured shall return the full amount of the discounted premium to the Company. If the Insured fails to comply, the Company shall have the right to delay the claim payment or deduct the full amount of the discounted premium from the amount of the claim.

PART IX - CLAIMS CONDITIONS

1. In the event of any happening which may give rise to a claim under this Policy, the Insured and/or Insured Person
 - (1) shall give notice as soon as possible in writing to the Company;
 - (2) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the accident. The Insured and/or Insured Person should render his full co-operation during the course of investigation or assessment of the claim;
 - (3) shall at his own expense give the Company medical report issued by a Registered Medical Practitioner or other such information as the Company may reasonably require for investigating or verifying a claim;
 - (4) shall pay and obtain an official receipt issued by a Registered Medical Practitioner together with a "Medical Certificate" showing the nature of the Bodily Injury if medical attention is received for Bodily Injury;
 - (5) shall at his own expense give the Company the death certificate in case of the death of the Insured Person.
2. The Company shall be entitled to take proceedings at its own expense and for its own benefit, but in the name of the Insured and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
3. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a postmortem examination of the body.

PART X – GENERAL CONDITIONS

1. **Interpretation:** This Policy and the Schedule, Certificate of Insurance, memoranda and endorsement hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, Certificate of Insurance, memoranda or endorsement shall bear such specific meaning wherever it may appear. If there is any inconsistency in the English and Chinese versions, the English version shall prevail.
2. **Territory Limit:** The benefits provided under this Policy is applicable to worldwide.
3. **Compliance with Conditions:** The due observance and fulfillment of all the Terms of this Policy by the Insured and/or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured or any one acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
4. **Forfeiture:** If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured and/or Insured Person or any one acting on his behalf to obtain any benefit under this Policy; or if the accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Insured

and/or Insured Person or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the condition 9 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

5. **Time Limit:** In no case whatever shall the Company be liable for any accidental loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
6. **Non-transfer of Insured's right:** Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued.
7. **Reinstatement:** If this Policy is terminated for any reason, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for accidental physical loss that occurs after the date of reinstatement.
8. **Arbitration:** All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured and/or Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
9. **Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of Hong Kong and shall in all respects be governed by and construed in accordance with the laws of Hong Kong and the Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.
10. **Interest:** No claim payment under this Policy shall carry interest.
11. **Currency:** Premium and benefits payable under this Policy shall be in the currency of Hong Kong and based on the exchange rate prevailing at the date of loss.
12. **Errors and Omissions:** Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or Terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the Terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.
13. **Emergency Assistance Notification**

- (1) In a life threatening situation, the Insured Person or his representative should always try to arrange for emergency transfer to an hospital near the place of occurrence through the most appropriate and immediate means and then call the “Emergency Assistance Service’s Alarm Center” to provide the appropriate information as soon as possible.
- (2) In the event of Bodily Injury or sickness resulting in the hospitalization of the Insured Person prior to notifying the “Emergency Assistance Service”, the Insured Person or his representative, where possible, shall contact the “Emergency Assistance Service” within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the “Emergency Assistance Service” shall not be held liable under this Policy.

14. Repatriation Assistance

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his representative shall provide

- (1) the name, address and telephone number of the hospital or other medical facility where the Insured Person has been taken; and
- (2) the name, address and phone number of the attending physician and, if necessary the Insured Person’s family doctor.

15. Emergency Assistance Service

- (1) The “Emergency Assistance Service’s medical team” or other representatives shall have free access to the Insured Person in order to assess the Insured Person’s condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance;
- (2) On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation;
- (3) In the event of repatriation of the Insured Person by the “Emergency Assistance Services”, the Insured Person shall deliver the unused portion of his ticket, or the value thereof, to them to offset the cost of such repatriation;
- (4) The Insured Person or any party will not be entitled to the reimbursement of any expenses without obtaining a prior approval from the “Emergency Assistance Service”;
- (5) The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an emergency;
- (6) The Insured Person shall cooperate with the “Emergency Assistance Service” to enable them to get all documents and receipts from the relevant sources and assisting them at his expenses in complying with necessary formalities;
- (7) Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

THE FOLLOWING CLAUSES AND/OR ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY

IT CLARIFICATION CLAUSE

Property damage covered under the Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from the Policy:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage, notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of physical damage to the substance of property insured under this Policy shall be covered;
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This endorsement 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, prevention, suppressing or in any way relating to act of terrorism.

If the Company alleges that by reason of this exclusion, 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost of expense directly or indirectly arising out of

- (1) biological or chemical contamination;

(2) missiles, bombs, grenades, explosives
due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of (1) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

NOTICE : Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium charged is subject to the discretion of the Company.

Personal Information Collection Statement

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;

- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:

- (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
 - (ii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
 - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).

Note: The Chinese translation of this Policy is for reference purpose only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.