



中銀集團保險有限公司  
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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## 「CHINA EXPRESS」 ACCIDENTAL EMERGENCY MEDICAL PLAN POLICY

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 LTD. (*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, limits 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.

Provided always that the due observance and fulfillment by the Insured of all the conditions contained or incorporated herein and the truthfulness accuracy and completeness of the information contained in the proposal and declaration shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purpose 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

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

- 1. Accident:** means death or injury caused by an unforeseen and unexpected event of violent, accidental, external and visible nature, and which are independent of any other cause and not caused by Sickness, disease or gradual physical or mental disorder.
- 2. Beneficiary:** means the person named in the Schedule as beneficiary, if no designed

beneficiary, the benefit shall be paid to the Insured Person's estate according to the laws of Hong Kong.

- 3. Adult:** means a person aged 18 or over.
- 4. Child:** means the dependent unmarried legitimate Child including stepchild and legally adopted Child of the Insured or Adult Insured Person who is aged below 18 years old, and residing in the Insured or Adult Insured Person's household and:
- (1) travelling to the Covered Area with the Adult Insured Person (who must be his parent); or
  - (2) travelling to the Covered Area under the custody care of an Adult (applicable to minor who is insured on standalone basis)
- 5. China Express Card:** means the "China Express" Accidental Emergency medical card issued by the Company to the Insured Person. In the event of Accident requiring Emergency medical treatment, service will be provided by approx. 250 appointed hospitals under the Hospital Network in the Mainland China.
- 6. Country of Residence:** means Hong Kong (unless otherwise specified in the proposal form)
- 7. Covered Area:** the Mainland China (For Insured Plan with "Annual Silver Card" Covered Area is limited to Guangdong and Fujian provinces only).
- 8. Dangerous Work:** means taking part in performing entertainment or film / television production (i.e. producer or actor etc.) or stuntman or martial arts fighter; driving commercial vehicle (lorry, crane truck, coach etc.); working at height exceeding 30 feet above ground or floor level or excavations in any part of a depth of 20 feet from the surface; working on board or terminal; working on a construction site; using of machinery driven by steam, gas, water, electricity or other mechanical power or machinery for cutting or pressing metal or plastic.
- 9. Emergency** means a serious medical condition or distress which could not be reasonably prevented and for which specific external help is required.
- 10. Excess:** means the amount to be deducted from any valid claim as shown in the Schedule or any endorsement of this Policy,
- 11. Family:** means the Insured Person's immediate family including themselves, their Spouse and Child as named in the Schedule.
- 12. Hong Kong:** means Hong Kong Special Administrative Region
- 13. Hospital:** means a legally constituted establishment operated pursuant to the laws of the Covered Area in which it is based, the establishment has to be above the county level and operates under Western medical practices and meeting all of the following requirements in that it:
- (1) operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on an in-patient basis;
  - (2) admits in-patient only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
  - (3) maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in

facilities controlled by or available to the establishment;

(4) provides full-time nursing service by and under the supervision of a staff of nurses;

(5) maintains one or more legally licensed Physician in residence;

“Hospital” shall not include the following:

(1) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;

(2) a place for the aged; a rest home; a place for drug addicts or alcoholics;

(3) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home;

(4) establishment operates under Chinese medical practices.

**14. Hospital Network:**

means the hospitals appointed by the Emergency Assistance Service to carry out the Accidental Emergency assistance in the Mainland China. Service scope are

(1) Silver card: appointed hospital in Guangdong and Fujian provinces only.

(2) Gold card and Standard card”: appointed hospital in all provinces in the Mainland China.

**15. Insured:**

means owner of this Policy, aged 18 or above in whose name this Policy is issued and named as Insured in the Schedule.

**16. Insured person:**

means the insured person named in the Schedule or endorsement.

**17. Insured Plan:**

means the plan insured under this Policy and shown in the Schedule.

**18. Loss of one limb:**

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

**19. Loss of one eye:**

means the complete and irrecoverable and irremediable loss of the sight of an eye.

**20. Physician:**

means any person legally licensed, registered and authorized by the government with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a medical practitioner who is the Insured or Adult Insured Person, or the Spouse or relative of the Adult Insured Person.

**21. Period of Insurance:**

means the period commencing on the effective day of insurance as stated in the Schedule and terminating on the date of termination of this Policy in accordance with “PART IV Item 1 - Termination” with respect to each Insured Person or the Policy.

**22. Schedule:**

means the Schedule attached to and forms part of this Policy.

**23. Policy Year**

means each continuous twelve (12) months, or twenty-four (24) months, or thirty-six (36) months period starting from the effective date of this

insurance as stated in the Schedule.

- 24. Sickness** means unforeseen illness or disease commencing or contracted by the Insured Person within the Covered Area which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Physician.
- 25. Spouse:** means the legally married spouse resides in the Adult Insured Person's household.

## **PART II – INSURED BENEFITS** (per Insured Person)

If during the Period of Insurance the Insured Person sustained the following incident as a result of Accident in the Covered Area, the Company will settle the claim amount to the Insured Person or the Beneficiary in accordance with the Terms of the Policy and subject to the limits of each covered item, maximum limits as specified in the Schedule.

### **1. Accidental Emergency Medical**

#### **(1) Accidental Emergency Medical Expenses**

As a result of Accident in the Covered Area, will indemnify the Insured Person against the expenses incurred in receiving in-Hospital Emergency medical treatment, or against the necessary cost of hospitalization and treatment received by the Insured Person within 180 days after the incident happened in the Covered Area, or against the necessary cost of transports to another Hospital due to limited medical facilities at the place of Accident.

For this benefit, the Company shall not be liable for:

- (i) surgery or medical treatment which in the opinion of the Physician treating the Insured Person can be reasonably delayed until the Insured Person returns to Country of Residence;
- (ii) cost of single or private room accommodation at a Hospital, clinic or nursing home, except in the opinion of the Physician, it is deemed necessary for the Insured Person for such accommodation;
- (iii) dental care or treatment, except as necessitated by Accidental injuries to sound natural teeth occurring in the Covered Area;
- (iv) treatment expenses of Chinese herbalists and bonesetters; or
- (v) claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the Accidental injuries, issued by the attending Physician.

#### **(2) Follow up Medical Expenses**

If the Company has admitted and paid the claim for the Accidental Emergency medical treatment incurred by the Insured Person in the Covered Area in the first place, any reasonable expenses arising from follow-up medical treatment of the same Accident within 30 days at the appointed Hospital under the Hospital Network in the mainland China or after returning to Hong Kong will also be payable (include bone-setter, physiotherapy or

chiropractic expenses).

## 2. Accidental Death or Permanent Disablement

If during the Period of Insurance the Insured Person shall suffer the following bodily injury within 180 days from the date of Accident resulting in death or disablement, the Company will pay to the Insured Person, or in the event of the death of the Insured Person to his Beneficiary, the benefits specified in the below table:

Extent of injury	Maximum limit of indemnity (payable in accordance with benefit amount for Accidental Death or Permanent Disablement in the Schedule)
1. Death (Accidental death shall not be in any way be presumed by reason of disappearance of the Insured Person except in the event of the total loss by wreck of the ship or aircraft on which the Insured Person was traveling)	100%
2. Loss of two limbs; or both eyes; or loss of one limb and one eye	100%
3. Loss of one limb or loss of one eye	50%

- (1). The total liability of the Company in respect of any claim or claims accumulated for every 12 months shall not exceed 100% of the amount under this item as specified in the Schedule;
- (2). Death or disablement shown in the table above must be resulted within 180 days from the date of Accident;
- (3). The Insured Person shall not be entitled to claim under more than one items shown in the above table in respect of any one Accident;
- (4). If the Insured Person at the time of Accident is engaging in any Dangerous Work causing death or permanent disablement, no benefit shall be payable under this item instead Accidental allowance as shown in the Schedule will be payable. (If Family is insured, this allowance is not applicable to Child)

## 3. Death from sudden Sickness

Means death results from “acute disease”. Indemnity will be provided if the Insured Person incurred sudden, unforeseen Sickness in the Covered Area and results in death within 24 hours. Such Sickness resulting in death must not arise from personal means, i.e. suicide, surgery or anesthesia etc., the cause of death must arise from Accident, suddenly and from natural Sickness which is independent from and unassociated with any pre-existing, Sickness or physical condition of the Insured Person.

## 4. Luggage Loss

Loss or damage to the Insured Person’s luggage in transit by authorized carrier as a result from Accident or theft.

For this benefit, the Company shall not be liable for:

- (1) loss or damage arising from delay or confiscation or detention by Customs or other official or government authority;
- (2) loss or damage to stamps, contact or corneal lenses or damage to fragile articles;
- (3) loss or damage to any pager, mobile phone, portable telecommunication equipment, computer equipment and/or parts, software or necessity;
- (4) business goods or samples, data recorded on tapes, cards, discs or otherwise;
- (5) Excess amount stated in the Schedule;
- (6) loss or damage not reported immediately on discovery and a "Property Irregularity Report" is not obtained from an airline;
- (7) loss of cash, banknotes, negotiable instruments, bonds or securities, deeds, plastic money (including credit cards and Octopus cards etc.) and other instruments of payment or documents of any kind, passports, visas, air tickets, transportation and accommodation or any other travel vouchers or coupons;
- (8) loss not reported to the police at the Covered Area within 24 hours of discovery nor a report is obtained.

**5. 24-Hour Emergency Assistance Services and Benefits Hotline : ( 852 ) 2861 9292**

If the Insured Person shall suffer serious bodily injury or is in need of medical, legal administrative Emergency assistance in the Covered Area while arising out of and in the course of his trip whether for leisure or business, provided that such trip is not undertaken

- against the advice of the Physician 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) Emergency Medical Assistance**

**i. Medical Evacuation**

Should the Insured Person suffer from bodily injury in the Covered Area such that Emergency Assistance Service's medical team and the attending Physician recommend 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, the transfer of 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.

The medical team and attending Physician will at their discretion determine the necessary arrangement 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 receiving 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

**ii. Repatriation after Treatment**

After an Accidental bodily injury and local treatment, in the event that 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 (on one economy class ticket) or any other appropriate means of transportation (on one economy class ticket), 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.

**iii. Repatriation of Mortal Remains/Ashes**

Upon the death of an Insured Person following an Accident, 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 the amount specified in the Schedule for

- a. the repatriation of the Insured Person's body or ashes to the Insured Person's Country of 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.

**iv. Compassionate Visit**

In the event of the Insured Person suffering from serious bodily injury resulting in Hospital confinement in the Covered Area for more than three (3) consecutive days, the Emergency Assistance Service will in accordance to the maximum limit as stated in the Schedule arrange and pay for the cost of a return scheduled airline (on round trip economy fare basis) or any reasonable transportation means (on economy class 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, but excluding the cost of drinks, meals and other room services. The hotel accommodation benefit is only provided during the period of Insured Person's hospitalization.

**v. 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 resulting in Hospital confinement or the death of Insured Person in the Covered Area, 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 also hire and pay for a qualified attendant to accompany any such dependent Child for return journey.

**vi. Deposit Guaranteeing of Hospital Admission**

After an Accidental bodily injury and 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 and subject to the condition, covers and limits of Part II item 1 – Accidental Emergency Medical Expenses.

**(2) Hotline Assistance Service**

**i. Medical Attention, Telephone Medical Advice**

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 personal 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.

**ii. Travel Information**

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his journey.

- a. Update immunizations and vaccinations requirement and needs
- b. Weather information worldwide
- c. Airport taxes
- d. Customs requirements
- e. Passport and visa requirements
- f. Consulate and embassies addresses and contact numbers
- g. Exchange rates
- h. Banking days
- i. Language information & arrangement of interpreter services
- j. Arrangement of Child escort
- k. Transmission of urgent messages in case of Emergency

**iii. 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.

**iv. Emergency Rerouting Arrangements**

The Emergency Assistance Service will assist the Insured Person in reorganizing his flight schedule should an Emergency oblige him to alter his original plan.

**v. Administration Assistance on Loss of Travelling Document**

In case of loss or theft of essential 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.

**vi. Legal Assistance**

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

**vii. 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 if such Accident happened in the Covered Area, and deemed medically necessary by Emergency Assistance Service's doctor.

**viii. 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 in the Covered Area (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.

**(3) Exclusions**

- i. Costs which would have been payable by the Insured Person if the event giving rise to the intervention of Emergency Assistance Service had not occurred.
- ii. Cases of bodily injury which 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.
- iii. 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.
- iv. Emergency Assistance Service will not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of Force Majeure which prevents the Emergency Assistance Service from providing such assistance services.
- v. Any expenses incurred without the prior approval of Emergency Assistance Service or any services not directly rendered by Emergency Assistance Service.

**FAMILY COVER**

If Family is insured under this Policy, the maximum benefit payable by the Company in respective to each covered item shall not exceed 200% in aggregate of the amount specified in the Schedule of this Policy. (not applicable to (Item 1 & 5)

**PART III – GENERAL EXCLUSIONS**

The insurance under this Policy does not cover claims directly or indirectly or fully or partially caused by or resulting from any of the followings:

1. Suicide, murder, self-inflicted injury, fighting, alcoholism, drug addiction, poisoning, acquired immune deficiency syndrome or human immunodeficiency virus (HIV), venereal diseases, insanity, chronic disease, infectious disease, Childbirth, pregnancy, miscarriage, misuse of drugs or dental disease; any above medical or surgical treatment causing disablement or death;
2. Any unlicensed driving or more than the legally permitted level of alcohol in the blood whilst driving any vehicle causing the Insured Person injury or death;
3. War, act of war, hostilities, civil war, strike, riot, remonstrance, military, act of terrorism or taking part in any illegal act; Insured Person any willful, malicious or an violate the country law activity;
4. nuclear explosion, radiation or pollution;
5. engaging in (or practicing for or taking part in training peculiar to) dangerous activities including but not limited to aqualung diving, bungee jumping; climbing or mountaineering (unarmed climbs or necessitating the use of ropes or guide; engaging in air travel, hang – gilding; motor cycling; parachuting; pot-holing; hunting; digging over; adventure(except for rescue); drift; horse racing, car racing, racing other than on foot; martial art competition, wrestle competition; winter sports(including ice hockey and any other sports requiring snow or ice of play) and professional sports ;
6. the Insured Person suffering from congenital or pre-existing physical defect or infirmity which had not been declared to and accepted by the Company;
7. engaging service in the military, police or forces;
8. any luggage damage by the order of Government de jure or de facto or any public, municipal or transportation department;
9. any Accident occurred outside the Covered Area.
10. travel to the Covered Area against the advice of a Physician or the purpose of obtaining medical treatment;
11. if the Insured Person is traveling to the Covered Area for the purpose of migration or studying.

## **PART IV – TERMINATION OF POLICY AND CHANGES**

### **1. Termination**

- (1) The Company shall have the right to cancel this Policy at any time by giving not less than thirty (30) days notice in writing by ordinary course of post to the Insured's last known address, and the Company will return the Insured the premium for unexpired period on a pro-rata basis.
- (2) The Company will provide the Insured not exceeding 30 days grace period for premium payment for each renewal Policy Year. If payment is not made within the grace period, this Policy shall become invalid from the expiry date of the Policy Year that provides for the said grace period.
- (3) If the Insured gives notice in writing (minimum 30 days before the expiry date of the Policy Year) to terminate this Policy, such termination shall become effective
  - i. for one year Period of Insurance Policy: upon the expiry of the first year after

- receiving the notice of cancellation. All premium paid will not be refunded.
- ii. for two year Period of Insurance Policy: if such notice is received during the first year, the Policy will be cancelled upon the expiry date of the first year, full year premium paid for the second year will be refunded. If such notice is received during the second year, the Policy will be cancelled upon the expiry date of the second year, all premium paid will not be refunded.
  - iii. for three year Period of Insurance Policy: if such notice is received during the first year, the Policy will be cancelled upon the expiry date of the first year, full year premium paid for the second and third year will be refunded. If such notice is received during the second year, the Policy will be cancelled upon the expiry date of the second year, full year premium paid for the third year will be refunded. If such notice is received during the third year, the Policy will be cancelled upon the expiry date of the third year, all premium paid will not be refunded.
- (4) Insurance in respect of insured Child(ren), shall terminate forthwith upon the Policy expiry date next following his or her attainment of age eighteen (18) years.
- (5) Any Spouse or Child(ren) shall cease to be an Insured Person forthwith upon his or her death or upon his or her ceasing to be Spouse or Child(ren) as defined in the PART I - General Definitions.

## **2. Changes**

- (1) If the Insured wishes to change the Insured Person personal details or name of Beneficiary or the coverage, a written request must be given to the Company, such changes can only be effective upon approval & endorsement issued by the Company.
- (2) Forty-five (45) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of Insured Plan. Subject to the approval by the Company, the new Insured Plan and premium will be effective only on the first (1<sup>st</sup>) day of the earliest coming renewal Policy Year.

## **PART V – AUTOMATIC RENEWAL**

This Policy will be automatically renewed upon premium payment 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. No renewal documents are issued and the Insured's existing Policy plus premium payment is the evidence of valid cover under this Policy.

## **PART VI – CLAIMS PROCEDURE**

1. If during the Period of Insurance the Insured Person shall suffer death arising from Accident or sudden Sickness, the Beneficiary shall within ten (10) days after the repatriation of the Insured Person's body or ashes back to Hong Kong give written notice or personally submit the claim with the following original supporting document to the Company:
  - (1) Claim form;

- (2) Death certificate or post mortem report;
  - (3) Evidence of proof and receipt of funeral, cremation, repatriation of mortal remains / ashes to Hong Kong;
  - (4) Medical history and report (if death caused by sudden Sickness);
  - (5) Death certificate issued by the Government authority at the Covered Area where the incident happened and proof of Accident ( e.g. proof of traffic Accident).
2. If during the Period of Insurance the Insured Person shall suffer disablement as a result from Accident, the Insured Person shall within sixty (60) days after the Accident give written notice or personally submit the claim with the following original supporting document to the Company:
- (1). Claim form;
  - (2). Extent of disablement (extent of the disablement as evidenced by the Hospital);
  - (3). Medical history information of the disablement from the attended Hospital (including clinical history, medical history of Emergency treatment or in-hospital treatment, discharged summary report, all examination report, i.e. X-ray, CT scan and other reports etc.);
  - (4). Proof of Accident (e.g. police report).
- The Company reserves the right to examine and confirmed the extent of disablement of the Insured Person.
3. If during the Period of Insurance the Insured Person shall require in-patient Emergency medical treatment as a result from Accident and have presented the “China Express Card” to the appointed Hospital of the Emergency Assistance Service in the Covered Area, or have called the 24 hours Emergency assistance hotline for medical service arrangement, Emergency medical treatment will be provided. After receiving treatment and upon discharged from the Hospital the Insured Person shall signed the bills for confirmation and if the expenses incurred does not exceed the maximum limit as stated in the Schedule of the Policy, the Insured Person does not need to pay. If the expenses incurred exceeds the maximum limit, or the incident does not arise from Accident or outside the scope of coverage, all expenses incurred shall be paid immediately by the Insured Person.
4. If during the Period of Insurance the Insured Person shall suffer Accident requiring in-hospital medical treatment and the Insured Person has paid the Emergency medical costs, ambulance fee or cost of transport to another Hospital, the Insured Person shall within thirty (30) days after discharge or as soon as possible give written notice or personally submit the claim with the following original supporting document to the Company:
- (1). Claim Form;
  - (2). Evidence of hospital confinement and medical diagnosis report;
  - (3). Items of medical expenses and receipts;
  - (4). Receipt for use of ambulance;
  - (5). Evidence of transport and escort fee to another medical facility by the Hospital;
  - (6). Proof of Accident (e.g. police report).
5. If during the Period of Insurance the luggage is lost, the Insured Person shall within ten (10) days upon arriving Hong Kong give written notice or personally submit the claim with the following

original supporting document to the Company:

- (1). Claim Form;
  - (2). Evidence of proof for luggage loss or theft from the local transport unit, police or relevant organization;
  - (3). List of loss luggage.
6. The Company has the right to reasonably request the Insured Person at their own expense to give other documentary proof of loss.

## **PART VII – GENERAL CONDITIONS**

### **1. Interpretation**

This Policy and the Schedule, memoranda and endorsements hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule, memoranda or endorsements hereto shall bear such meaning wherever it may appear. Should there be any discrepancy between the Chinese and English versions, the English version shall prevail.

### **2. Duplicate Application**

An Insured Person shall not be covered under more than one “China Express – Accidental Emergency Medical Plan” Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy that provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated Policy shall be void in respect of such particular Insured Person.

### **3. Loss and change of assistance card**

If the Insured Person declares that the “China Express Card” had been lost or alter of information is required after issuance of the card, upon written notice and payment of HK\$100 handling fee by the Insured, the Company will issue replacement card to the Insured Person.

### **4. Misrepresentation or Fraud**

The information and declaration made by the Insured and/or Insured Person in the proposal form and the information contained in the endorsement (if any) have formed the basis of this Policy. Any misrepresentation or untrue information will render this Policy void ab initio. Any fraudulent act concerning any claim shall entitle the Company to repudiate liability under this Policy.

### **5. Payment of Benefits**

Any release given by the Insured Person or designate Beneficiary to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.

### **6. Reasonable Preventions**

The Insured Person shall exercise all reasonable precautions to prevent Accidents, injury, Sickness or loss of or damage to personal property.

## **7. Subrogation**

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties to which the Company shall be or would become entitled or subrogated upon its providing indemnity for any claim covered under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

## **8. Currency**

Premium and benefits payable under this Policy shall be in the currency of Hong Kong.

## **9. Proper Law and Jurisdiction**

This Policy 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. 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 of 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, Insured Person or Family 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.

## **11. 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.

## **12. Prohibition on Trust or Assignment**

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that this Policy will be kept in the Insured's possession throughout the effective period of this Policy.

## **13. Interest**

No benefit and expenses payable under this Policy shall carry interest.

**The following clauses and/or endorsement shall form an integral part of this Policy**

**TRM Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to 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, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance 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.

**IT Clarification Clause**

Property damage covered under this agreement 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 this agreement:

- (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 insured physical damage to the substance of property 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.

## 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).