

AccidentCare Plus Insurance Policy



WHEREAS The Insured, by a proposal or by giving information which shall all be or become the basis of the contract and be held as incorporated herein has applied to FWD General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

THIS POLICY WITNESSES that if during the Period of Insurance the Event described herein shall happen to the Insured Person within the Territorial Limit and the Insured Person shall within one year of the happening of the Event thereby suffer any of the Results described herein the Company will subject to the terms Exceptions Conditions and Limits contained herein or endorsed hereon pay to the Insured or his/her duly appointed personal representatives for Compensation specified in the Schedule for such Result.

IMPORTANT NOTICE

1. Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact our servicing staff or your insurance consultant immediately.
2. According to the Condition of this Policy, the Insured must immediately notify the Company in writing of any change in the Insured Person's employment, occupation, duties or other pursuits.
3. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據保單條款，若被保人之職業或工作性質有任何改變，投保人須立刻以書面通知本公司。
3. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

FWD General Insurance Company Limited
富衛保險有限公司
24-hour Worldwide Emergency Assistance Service
24 小時全球緊急支援服務
HOTLINE 香港熱線：(852) 3122 – 2900
(Hong Kong)

Emergency Assistance Benefits apply to travelling outside Hong Kong or Home Country for a period not exceeding 90 consecutive days.
全球緊急支援服務適用於香港或原居地以外地區連續不超過九十日的旅程。

Policy No.
保單號碼 _____

Insured
被保人 _____

24-hour Worldwide Emergency Assistance Service
24 小時全球緊急支援服務

Provided by International SOS Assistance (HK) Limited
由國際思奧思援助(香港)有限公司提供

Services Included 服務包括:

- Emergency Medical Evacuation 緊急醫療撤離
- Emergency Medical Repatriation 緊急醫療遣返
- Guarantee of Hospital Admission Deposit
入院按金保證
- Return of Minor Children
安排未成年子女返回香港
- Compassionate Visit 親友探望
- Repatriation of Mortal Remains
運送遺體/骨灰返回香港
- Other Assistance 其他援助

1. DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever and wherever it appears. By this Policy

- 1.1. **Chinese Bonesetter/Acupuncturist Treatment Expenses** means fees and charges necessarily and reasonably incurred for medical professional services of a Chinese Bonesetter or Acupuncturist carrying on business and having its service provided in Hong Kong.
- 1.2 **Event** means bodily injury caused solely and exclusively by violent accidental external and visible means which injury shall independently of any other cause be the sole and exclusive cause of any of the Results.
- 1.3 **Hong Kong** means Hong Kong Special Administrative Region
- 1.4 **Insured** means the Insured in whose name this Policy is issued and who is specified in the Schedule.
- 1.5 **Insured Person** means the person whose name is specified in the Schedule as Insured Person.
- 1.6 **Medical Expenses** means medical surgical hospital and nursing fees or charges necessarily and reasonably incurred within 12 months of the happening of the Event provided that all such fees or charges are necessarily and reasonably incurred for medical professional services of a fully qualified and registered medical practitioner physician surgeon or nurse.
Medical Expenses do not include any fees or charges incurred for services of any kind from a Chinese Bonesetter or Acupuncturist.
- 1.7 **Period of Insurance** means the period stated in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
- 1.8 **Policy** means this AccidentCare Plus Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document.
- 1.9 **The Schedule** means the pages attached to this Policy specifying the terms and details of this insurance contract.
- 1.10**Temporary Total Disablement** means temporary total and complete disablement and inability by reason of such disability to be engaged or from being engaged in the usual (full time) employment or occupation engaged in and/or taken by the Insured or the Insured Person prior to the happening of the Event.
- 1.11**Territorial Limit** means Worldwide unless otherwise specified in the Schedule

2. RESULTS AND COMPENSATION

RESULTS (Only applicable when specified in the Schedule)	COMPENSATION
<p>A. Death</p> <p>B. Permanent loss or disablement as specified in the table below.</p> <p>C. Temporary Total Disablement</p> <p>D. Medical Expenses</p> <p>E. Chinese Bonesetter/Acupuncturist Treatment Expenses</p>	<p>A. The Compensation specified in the Schedule.</p> <p>B. A sum equal to a percentage of the Compensation specified in the Schedule. The percentage payable will be in accordance with the Compensation Percentage set out in the table below of this Policy against the Result under Scale 1 or Scale 2 as specified in the Schedule but not exceeding in all 100%.</p> <p>C. At the rate per week specified in the Schedule or 80% of the Insured Person's weekly income for the full time employment at the time of the happening of the Event, whichever is the lower up to a period not exceeding 104 weeks from the commencement of the first Result to occur (the first three days of such disablement are excluded from cover).</p> <p>D. Reimbursement up to but not exceeding the amount of Compensation specified in the Schedule in respect of any one Event.</p> <p>E. Reimbursement up to but not exceeding HK\$ 100 per visit per day and also not exceeding HK\$ 1,000 in respect of any one Event and HK\$ 3,000 in respect of any one Period of Insurance.</p>

3. RESULT B

When Result B is insured the Scale applicable will be stated in the Schedule and the compensation payable will be the appropriate percentage stated hereunder under Scale 1 or Scale 2 as appropriate of the Compensation specified in the Schedule against Result B but not exceeding in all 100%.		
RESULTS	COMPENSATION PERCENTAGE	
	SCALE 1	SCALE 2
1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	} 100%	100%
2. Total and permanent loss of all sight in one or both eyes		
3. Total loss by physical severance or total and permanent loss of use of		
(a) one or two limbs		
(b) one or both hands		
(c) arm above the elbow		
(d) arm at or below the elbow		
(e) leg above the knee		
(f) leg at or below the knee		
4. Total and permanent loss of		
(a) sight in one eye except perception of light	NIL	50%
(b) lens of one eye	NIL	50%
5. Total loss by physical severance or total and permanent loss of use of		
(a) thumb and four fingers of one hand	NIL	50%
(b) four fingers of one hand	NIL	40%
(c) thumb (both phalanges)	NIL	25%
(d) thumb (one phalanx)	NIL	10%
(e) index finger (three phalanges)	NIL	15%
(f) index finger (two phalanges)	NIL	8%
(g) index finger (one phalanx)	NIL	4%
(h) middle finger (three phalanges)	NIL	10%
(i) middle finger (two phalanges)	NIL	4%
(j) middle finger (one phalanx)	NIL	2%
(k) ring finger (three phalanges)	NIL	8%
(l) ring finger (two phalanges)	NIL	4%
(m) ring finger (one phalanx)	NIL	2%
(n) little finger (three phalanges)	NIL	6%
(o) little finger (two phalanges)	NIL	3%
(p) little finger (one phalanx)	NIL	2%
(q) all toes of one foot	NIL	17%
(r) great toe (two phalanges)	NIL	5%
(s) great toe (one phalanx)	NIL	2%
(t) any other toe	NIL	3%
6. Total and permanent loss of		
(a) hearing in both ears	NIL	75%
(b) hearing in one ear	NIL	15%
(c) speech	NIL	50%
7. Third Degree Burns which cover more than		
(a) 30% of the entire body surface or	NIL	40%
(b) 15% of the entire body surface, as the case may be	NIL	30%
8. Any permanent partial disablement not specified above other than loss of sense of taste or smell, whether total or partial	NIL	See Below
<p>RESULT B8 - SCALE 2</p> <p>Such percentage to be assessed by the Company as in the absolute and conclusive opinion of the Company's own appointed or designated medical advisers is not inconsistent with the percentages specified (in scale 2) above and Scale 1 applies to item 1 to 7 of Result B without regard to the Insured Person's employment or occupation.</p>		

3.1 Limit

- 3.1.1 Compensation for Result C shall be payable when the total amount (payable in respect of Result C) has been agreed or at the request of the Insured at Intervals of not less than 4 weeks (but not in advance) commencing 8 weeks after receipt of written notice of the Event by the Company. No benefit will be payable if at the time of Event the Insured Person is retired, unemployed, self-employed, a daily waged employee, a casual worker, a housewife or a sole proprietor of company (companies). In the event that the Event shall later be classified as Permanent Total Disablement in respect of the same Event, any amount paid under Temporary Total Disablement benefit of this Policy shall be deducted from the amount payable in respect of the claim (for such Permanent Total Disablement).
- 3.1.2 Compensation for Result B1 shall be payable at the end of the period for which Compensation is payable for Result C caused by the same Event but in any case not less than one year after the happening of such Event.
- 3.1.3 Compensation shall not be payable for:
- 3.1.3a more than one of Results A or B2 or B3(a) to B3(f) inclusive and when one of those Results as aforesaid shall give rise to compensation payable, any compensation, if any, that may otherwise be payable for any or more or all of Results B1, B4, B5, B6, B7 and B8 caused by the same Event or for any of the Results caused by any subsequent Event shall not be payable.
- 3.1.3b Result C for any period of time subsequent to compensation becoming payable under Result A or any part of Result B.
- 3.1.3c Result D or E if there is any other insurance in force or if the Insured is entitled to indemnity from any other source provided that the Company shall not be relieved of liability under this Result in so far as any excess which would be payable by the Insured and/or the Insured Person under such other insurance or indemnity had this Policy not been effected is concerned.
- 3.1.3d any specific Result where greater compensation is payable for a Result which includes such specific Result.
- 3.1.4 Compensation payable in respect of Result 7(a) and (b) shall only be alternative and not in addition to each other and when compensation under Result 7(a) shall be payable, compensation under Result 7(b) shall not be payable and vice versa

4. EXTRA BENEFITS

4.1 Double Death Benefits for specified Event

The Compensation payable under Result A – Death shall be increased by 100% of the amount stated in the Schedule or HK\$1,000,000 whichever is the lesser if such Result is consequent upon an Event happening to the Insured Person whilst he/she is:-

- 4.1a travelling as a fare-paying passenger on board one of the following public common carriers licensed to carry passenger : underground railway, railway train, tram car, taxi, public bus, ferry or scheduled airline or;
- 4.1b being shot and killed as an innocent victim in a gun battle between the police and the criminal or;
- 4.1c being an innocent victim of fire within any residential building.

4.2 Hospital Confinement Allowance

In the event of the Insured Person being confined in Hospital for more than 3 consecutive days for treatment of injury for which Compensation under Result A, B, C or D is payable, a weekly cash allowance of HK\$1,000 per week is payable for such period of confinement commencing from the 4th day of such confinement. The Company shall not pay for the first 3 days of such confinement and the maximum amount payable under this extension shall not exceed HK\$25,000 during each Period of Insurance. If the period of confinement is less than a week, the compensation will be paid on pro-rata basis. For the purpose of this Extra Benefit, Hospital means an establishment duly registered as a hospital for the care and treatment of sick and injured persons as bed paying patients and which

- 4.2.a has facilities for diagnosis and surgery;
- 4.2.b provides 24 hours a day nursing services by registered nurses;
- 4.2.c is under the supervision of a physician;
- 4.2.d is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home; a home for the aged or similar establishment.

4.3 **Double Indemnity for Medical Expenses incurred outside Hong Kong**

The maximum limit of Compensation for Result D – Medical Expenses shall be increased by 100% if the expenses are incurred and consequent upon an Event happening outside Hong Kong.

4.4 **Extended Spouse Cover**

(The following benefit only apply when the Insured Person has taken out cover for Result A - for a death cover of not less than HK\$1,000,000 under this Policy)

This Policy extends to cover the spouse of the Insured Person in respect of Result A – that is, a cover for death only for an amount of HK\$100,000 provided that the Insured Person has taken out cover for Result A – Death under this Policy for an amount not less than HK\$1,000,000 (the calculation of the said sum of HK\$ 1,000,000 excludes the taking into account of any amount of any double benefits mentioned under 1 above) at the time of the happening of the Event.

4.5 **Compassionate Compensation for Dependent Children**

(The following benefit only apply when the Insured Person has taken out cover for Result A – for a death cover of not less than HK\$1,000,000 under this Policy)

In the event of the death of both the Insured Person and his/her spouse in the same accident and in circumstance giving rise to a valid claim under this Policy, an additional compensation of HK\$50,000 will be payable to each of their dependent children under the age of 18. The maximum amount payable by the Company under this extension shall not exceed HK\$50,000 for each dependent children and HK\$200,000 in total.

Provided that in the event the Insured Person and/or his/her spouse being covered under more than one policy issued by the Company, the total amount of Compensation payable under all such policies shall not exceed HK\$50,000 for each dependent children and HK\$200,000 in total.

This extension will only apply if the Insured Person has taken out cover for Result A – Death under this Policy for an amount not less than HK\$1,000,000 (the calculation of the said sum of HK\$ 1,000,000 excludes the taking into account of any amount of any double benefit mentioned under 1 above) at the time of the happening of the Event.

4.6 **Emergency Assistance Services and Benefits**

Notwithstanding anything to the contrary contained in this Policy, the Benefits as per Emergency Assistance Benefits Agreement annexed hereto shall be deemed to have been incorporated into this Policy as if they were specifically stated and repeated herein as part of the terms and conditions of this Policy.

5. **EXCEPTIONS**

This insurance shall not apply to any Event consequent upon:

- 5.1 (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- (b) any act of terrorism;

For the purpose of this Exception: 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 ethnic or similar purposes or reasons including the intention to influence any government, and/or to put the public, or any section of the public, in fear.

This Exception 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 (i) and/or (ii) above.

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

- 5.2. (a) biological or chemical contamination; or

- (b) missiles, bombs, grenades, explosives due to any act of terrorism;

For the purpose of this Exception: 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) above "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.

- 5.3. riot or strike;
- 5.4. suicide or intentional self-injury;
- 5.5. air travel except the Insured Person being a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airport;
- 5.6. the Insured Person engaged in motor cycling (as driver or passenger), winter sports (other than skating), mountaineering or rock climbing necessitating the use of ropes or guides, parachuting, hang-gliding, underwater activities necessitating the use of breathing apparatus, any kind of racing other than on foot or swimming, trial of speed or reliability or any sports in a professional capacity;
- 5.7. the Insured Person being affected (temporarily or otherwise) by alcohol or drug;
- 5.8. the Insured Person being aircrew or shipcrew,
- 5.9. the Insured Person's engagement in the services with the armed forces of any country;
- 5.10 pregnancy or childbirth or pre-existing physical or mental defect or infirmity.
- 5.11(a) nuclear weapon material;
 - (b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
- 5.12 directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5.13 Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

6. CONDITIONS

6.1 Identification

This Policy the Schedule and the Emergency Assistance Service Benefits Agreement annexed hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Emergency Assistance Services Benefits Agreement (in the last case, in so far as the context permits or allows) shall bear such specific meaning wherever it may appear.

6.2 Change of circumstances affecting insurance

The Insured shall give immediate written notice to the Company as soon as he/she is aware of any change or possible change in his/her business or in the employment or occupation or duties or pursuits of the Insured Person and pay any additional premium that may be required by the Company and before each renewal of the insurance shall give written notice to the Company of any injury or disease or physical or mental defect or infirmity with which the Insured Person has been or is affected or is or will be likely to be affected.

6.3 Notice of Claim

Written notice shall be given to the Company as soon as possible but in any case within 30 days of the happening of any Event. Time shall be of essence in this Policy.

6.4 Evidence of Claim

All certificates and information and evidence which the Company shall in its sole and absolute discretion shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall in its sole and absolute discretion prescribe. The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense.

For Temporary Total Disablement, the Insured shall also at his own expenses furnish to the Company written confirmation from the Insured Person's employer on his absence from work and the amount of income but the Company shall not be bound by such confirmation and may make such investigation as the Company may in its sole and absolute discretion think fit notwithstanding such written confirmation.

The Company shall in the case of the death of the Insured Person be entitled to have a post-mortem examination at its own expense or require a post-mortem examination report from the person making a claim for any compensation payable hereunder or both.

6.5 Exposure and Disappearance

Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or vessel in which the Insured Person is travelling under such circumstances as would otherwise be covered hereunder shall be deemed the Event for the purpose of this Policy. If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered death as a result of the Event covered by this Policy at the time of such disappearance, sinking or wrecking.

6.6 Non-Assignment

The Company shall not be bound to notice or be affected in any way by any notice of trust charge or alienation relating to this Policy and the receipt of the Insured or his legal personal representatives shall in all cases including those cases whereby the Company had actual or constructive notice of any trust charge or alienation as aforesaid effectively fully and finally discharge the Company.

6.7 Compensation payable to named beneficiary

In the event of the death of the Insured in circumstances giving rise to a valid claim under this Policy, Compensation may be payable to the Beneficiary if any, named in the Schedule whose discharge to the Company in respect of such payment shall be a full and binding discharge to the Company.

6.8 Renewal

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. Subject to the Insured Person's age not exceeding 70, this Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.

6.9 Cancellation

The Company may cancel this Policy at any time during the Period of Insurance by sending at least 7 days' prior notice by way of Notice of Cancellation to the Insured at his/her last known address. The Insured will be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may cancel this Policy by sending written notice to the Company. Provided no claim has been made during the current Period of Insurance, the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates as per table specified below for the period the Policy has been in force subject to a minimum premium of HK\$500 to be retained by the Company.

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
Not Exceeding 1 month	90% of premium paid
2 months	80% of premium paid
3 months	70% of premium paid
4 months	60% of premium paid
5 months	50% of premium paid

6 months	40% of premium paid
7 months	30% of premium paid
8 months	20% of premium paid
9 months	10% of premium paid
Over 9 months	No refund

6.10 Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, 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 for any claim hereunder and such claim shall not within twelve 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 thereafter be recoverable hereunder.

6.11 Governing Laws

This Policy is subject to the exclusive jurisdiction of Hong Kong and to be construed according to the laws of Hong Kong.

6.12 Observance of Conditions

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured or by any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any claimant under this Policy and the truth of the statements and answers in the said proposal or information shall be conditions precedent to any liability of the Company to make any payment under this Policy.

6.13 Notice

Any demand or notice by the Company hereunder shall, without prejudice to any other effective mode of giving or making the same, be deemed to have been sufficiently given or made hereunder on the Insured or the Insured Person if posted to or left at the registered office or last known business or residential address of the Insured or the Insured Person in Hong Kong and shall be conclusively deemed to have reached the Insured or the Insured Person within 24 hours of posting or upon actually being left at such address, and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted or properly left as the case may be.

6.14 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are the Company and the Insured (or their authorized representatives).

7. EMERGENCY ASSISTANCE BENEFITS AGREEMENT

These Emergency Assistance Services are provided by International SOS Assistance (HK) Limited (hereinafter called "Intl.SOS") to the Insured Members who are insured under the Policy with FWD General Insurance Company Limited (hereinafter called "the Company").

7.1 DEFINITIONS

For the purpose of this Emergency Assistance Services Agreement ("this Agreement"):-

- 7.1.1 "Insured Member" refers to any person who is insured under the policy (hereinafter called "Policy"), whose name is specified in the Schedule / Policy Schedule or in an endorsement issued by the Company, and who is provided with the emergency assistance services as specified in the Schedule / Benefit Schedule of the Policy
- 7.1.2 "Act of Terrorism" refers to an act, including but not limited to the use of force or violence and/or 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 ethnic

purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 7.1.3 "Close Relative" refers to the User's spouse, father, mother, his/her child(ren), brother(s) or sister(s).
- 7.1.4 "Home Country" refers to country of citizenship.
- 7.1.5 "Limit of Indemnity" refers to the maximum amount of third party expenses for which Intl.SOS shall be responsible in the provision of a Service to the Insured Member during any one event, subject to the terms and conditions as defined hereunder.
- 7.1.6 "Pre-Existing Condition" refers to any medical condition in respect of which the Insured Member has been hospitalised during the 12-month period immediately prior to the first day the Insured Member is included in the Intl.SOS programme; or any medical condition that has been diagnosed or treated by a medical practitioner including prescribed drugs within the 6-month period immediately prior to the first day the Insured Member is included in the Intl.SOS programme.
- 7.1.7 "Services" refers to the assistance services to be provided by Intl.SOS as set out in article 7.4.4 of this Agreement.
- 7.1.8 "Serious Medical Condition" refers to a condition which in the opinion of Intl.SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Member's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.
- 7.1.9 "Usual Country of Residence" refers to Hong Kong unless it is agreed otherwise by the Company under the Policy.

7.2 GEOGRAPHICAL SCOPE OF SERVICES

- 7.2.1 The Services provided by Intl.SOS under article 7.4.4 of this Agreement are rendered on a worldwide basis. Intl.SOS shall endeavour on a best effort basis to provide the Services by any assistance service and intervention depends upon, and is subject to local and/or international resource availability and must remain within the scope of national and international law and regulations. Intervention may depend on Intl.SOS being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of Intl.SOS.
- 7.2.2 Intl.SOS shall not be required to provide Services to the Insured Member(s), who in the sole opinion of Intl.SOS are located in areas which represent conditions such as to make such Services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness war risks or political unrest.

7.3 LIMITS OF INDEMNITY

- 7.3.1 The Limit of Indemnity for any Insured Member during any one event shall be as follows:

Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains	- Up to US\$1,000,000
Compassionate Visit and Hotel Accommodation	- One Economy Class Return Airfare and Hotel Accommodation of US\$1,000 subject to a sub-limit of US\$250 per day
Return of Minor Children	- One Economy Class One Way Airfare
Convalescence Expenses US\$250 per day	- US\$1,000 subject to a sub-limit of
Return of Insured Member to Original Work Site	- One Economy Class One Way Airfare
Unexpected Return to Home Country Or Usual Country of Residence	- One Economy Class Return Airfare

7.4 SCOPE OF SERVICES

- 7.4.1 Intl.SOS shall maintain verified and updated information regarding service providers at all times. Intl.SOS shall review and update regularly its information regarding names, addresses, specialties, office hours and language proficiency. Intl.SOS shall instruct its agents to report newly obtained relevant information promptly upon its receipt, including information about the quality of services provided, new listings and updates of addresses and telephone numbers. In response to inquiries, Insured Members will be provided with the latest updated information on service providers and their services.
- 7.4.2 Intl.SOS shall provide Insured Members with 24 hours a day, 7 days a week access to Cantonese, Mandarin and English speaking Operations Coordinators via a fully-manned Assistance Centre in Hong Kong.
- 7.4.3 When immediately available, Intl.SOS shall provide the Services to the Insured Member whilst the Insured Member is on the telephone. In all other cases, Intl.SOS will provide the information by the quickest possible means.
- 7.4.4 Intl.SOS shall, subject to the terms and conditions as defined hereunder, provide the following Services to any Insured Member calling Intl.SOS when he/she travels outside the Home Country or Usual Country of Residence for periods not exceeding 90 consecutive days per trip:

(a) Medical Assistance

(i) Telephone Medical Advice

Intl.SOS will arrange for the provision of medical advice to the Insured Member over the telephone.

(ii) Arrangement of Hospital Admission and Guarantee of Hospital Admission Deposit

If the medical condition of the Insured Member is of such gravity as to require hospitalisation, Intl.SOS will assist such Insured Member in the hospital admission. In case of hospital admission duly approved by Intl. SOS and the Insured Member is without means of payment of the required hospital admission deposit, Intl.SOS will on behalf of the Insured Member guarantee or provide such payment up to US\$5,000. The provision of such guarantee by Intl.SOS is subject to Intl.SOS first securing payment from the Insured Member through the Insured Member's credit card or from the funds from the Insured Member's family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Member's responsibility.

(iii) Delivery of Essential Medicine

Intl.SOS will arrange to deliver to the Insured Member essential medicine, drugs and medical supplies that are necessary for an Insured Member's care and/or treatment but which are not available at the Insured Member's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Intl.SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

(iv) Arrangement and Payment of Emergency Medical Evacuation

Intl.SOS will arrange for the air and/or surface transportation and communication for moving the Insured Member when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. Intl.SOS shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by Intl.SOS.

Intl.SOS retains the absolute right to decide whether the Insured Member's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. Intl.SOS further reserves the right to decide the place to which the Insured Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which Intl.SOS is aware at the relevant time.

(v) Arrangement and Payment of Emergency Medical Repatriation

Intl.SOS will arrange for the return of the Insured Member to the Home Country or Usual Country of Residence by air and/or surface transportation following an Emergency Medical Evacuation where the Insured Member is evacuated to a place outside the Home Country or Usual Country of Residence for in-hospital treatment. Intl.SOS shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by Intl.SOS.

Intl.SOS reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which Intl.SOS is aware at the relevant time.

(vi) Arrangement and Payment of Transportation of Mortal Remains

Intl.SOS will arrange for transporting the Insured Member's mortal remains from the place of death to the Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by Intl.SOS or alternatively pay the cost of burial at the place of death as approved by Intl.SOS, subject to any governmental regulations.

(vii) Arrangement and Payment of Compassionate Visit and Hotel Accommodation

Intl.SOS will arrange and pay for one economy class return airfare and hotel accommodations for a relative or a friend of the Insured Member to join the Insured Member who, when travelling alone, is hospitalised outside the Home Country or Usual Country of Residence for a period in excess of seven (7) consecutive days, subject to Intl.SOS' prior approval and only when judged necessary by Intl.SOS on medical and compassionate grounds.

(viii) Arrangement and Payment of Return of Minor Children

Intl.SOS will arrange and pay for the economy class one-way airfare for the return of minor children [aged 18 years old and below, unmarried] to the Home Country or Usual Country of Residence if they are left unattended as a result of the accompanying Insured Member's illness, accident or Emergency Medical Evacuation. Escort will be provided, when required, at no charge.

(ix) Arrangement and Payment of Convalescence Expenses

Intl.SOS will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by the Insured Member related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation. Intl.SOS's prior approval, subject to its determination on medical grounds, is required in respect of such payment.

(x) Arrangement and Payment of Unexpected Return to the Home Country or Usual Country of Residence

In the event of the death of the Insured Member's close relative in his/her Home Country or Usual Country of Residence while the Insured Member is travelling overseas (save for in the case of migration) and necessitating an unexpected return to his Home Country or Usual Country of Residence, Intl.SOS will arrange and pay for one economy class return airfare for the return of the Insured Member to his/her Home Country or Usual Country of Residence.

(xi) Arrangement and Payment of Return of Insured Member to Original Work Site

Following the Insured Member's Emergency Medical Evacuation or Emergency Medical Repatriation and within one (1) month period, Intl.SOS will, upon the Insured Member's request, arrange and pay for a one-way economy class airfare to return the Insured Member to the original work location.

The above Service [item (i)] is purely on referral or arrangement basis. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Member's responsibility.

The above Services [items (ii) & (iii)] are charged on a case by case basis. The provision of financial guarantees by Intl.SOS is subject to Intl.SOS first securing payment from the Insured Member through the Insured Member's credit card or from the funds from the Insured Member's family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Member's responsibility.

The above Services [items (iv) to (xi)] are subjected to the customary exclusions listed in article 7 5.

(b) Travel Assistance

(i) Inoculation and Visa Requirement Information

Intl.SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the Insured Member at any time, whether or not the Insured Member is travelling or an emergency has occurred. Intl.SOS shall inform the Insured Member requesting such information that Intl.SOS is simply communicating the requirements set forth in a document and Intl.SOS shall name the document.

(ii) Lost Luggage Assistance

Intl.SOS will assist the Insured Member who has lost his/her luggage while travelling outside the Home Country or Usual Country of Residence by referring the Insured Member to the appropriate authorities involved.

(iii) Lost Passport Assistance

Intl.SOS will assist the Insured Member who has lost his/her passport while travelling outside the Home Country or Usual Country of Residence by referring the Insured Member to the appropriate authorities involved.

(iv) Legal Referral

Intl.SOS will provide the Insured Member with the name, address, telephone numbers, if requested by the Insured Member and if available, office hours for referred lawyers and legal practitioners. Intl.SOS will not give any legal advice to the Insured Member.

Although Intl.SOS shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the Insured Member. Intl.SOS, however, will exercise care and diligence in selecting the service providers.

(v) Emergency Travel Service Assistance

Intl.SOS shall assist the Insured Member in making reservations for air ticket or hotel accommodation on an emergency basis when travelling overseas.

The above Services [items (i) to (v)] are purely on referral or arrangement basis. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Member's responsibility.

7.5 EXCLUSIONS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded:-

- 7.5.1 Any expenses incurred as a result of a Pre-Existing Condition unless such Pre-Existing Condition is covered under the relevant insurance Policy.
- 7.5.2 More than one emergency evacuation and/or repatriation for any single medical condition of the Insured Member during the term of this Agreement, subject to a maximum of one year.
- 7.5.3 Any costs or expenses not expressly covered by the Intl.SOS program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Intl.SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Insured Member.
- 7.5.4 Any event occurring when the Insured Member is within the territory of his/her Home Country and Usual Country of Residence.
- 7.5.5 Any expenses for Insured Members who are travelling outside their Home Country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- 7.5.6 Any expenses for medical evacuation or repatriation if the Insured Member is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, the Group 1 Insured Member can be adequately treated locally, or treatment can be reasonably delayed until the Insured Member returns to his/her Home Country or Usual Country of Residence.
- 7.5.7 Any expenses for medical evacuation or repatriation where the Insured Member, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.

- 7.5.8 Any treatment or expenses related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- 7.5.9 Any expenses related to accident or injury occurring while the Insured Member is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- 7.5.10 Any expenses incurred for emotional, mental or psychiatric illness.
- 7.5.11 Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- 7.5.12 Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- 7.5.13 Any expenses related to the Insured Member engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- 7.5.14 Any expenses related to the Insured Member engaging in the commission of, or the attempt to commit, an unlawful act.
- 7.5.15 Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- 7.5.16 Any expenses incurred as a result of the Insured Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- 7.5.17 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war.
- 7.5.18 Any expenses incurred for or as a result of any activity required from an off-shore location.
- 7.5.19 Any expenses in respect of the Insured Member more than 75 years old at the date of intervention.
- 7.5.20 Any expenses which is a direct result of nuclear reaction or radiation.

7.6 REASONABLE PRECAUTIONS

The Insured Member shall take all reasonable precautions to prevent and minimise any accident, injury, death or expenses.

7.7 REQUEST FOR ASSISTANCE

In case of any request for assistance, and prior to taking personal action where reasonable, the Insured Member or his representative shall call Intl.SOS's Assistance Centre whose contact number is listed below:

HONG KONG: (852) 3122 2900

and should state:

- His name, the number of his policy and his I.D. card or passport number and,
- The name of the place and the telephone number where Intl.SOS can reach the Insured Member or his representative and,
- A brief description of the accident and the nature of help required.

7.8 EXAMINATIONS

Intl.SOS shall have the right and opportunity through its medical representative to examine the Insured Member whenever and as often as may reasonably require.

7.9 UNDERTAKINGS

- 7.9.1 Intl.SOS undertakes to exercise due care and diligence in the appointment and/or referral of any service provider to assist the Insured Member. Intl.SOS assumes no responsibility for any advice given by any service provider and the Insured Member shall not have any recourse against Intl.SOS by reason of its referral of or contact with a service provider or other determination resulting therefrom.

7.9.2 The Insured Member undertakes not to have any recourse against Intl.SOS or the Company for any indirect or consequential loss suffered by the Insured Member arising from the Services.

7.10 FORCE MAJEURE

Intl.SOS shall not be liable for failure to provide Services and/or delays caused by acts of God, strikes, or other conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of Services is prohibited or delayed by local laws, regulators or regulatory agencies.

7.11 CONTRACT

Notwithstanding any other provisions in the Policy, it is hereby declared by Intl.SOS that the above Services are made available to the Insured Member by the Company on behalf of Intl.SOS who is the principal party in providing the Services to the Insured Member under this Agreement. There is no privity of contract between the Company and the Insured Member in this Agreement and the Company shall assume no liability in any default of the provision of the Services or for any indirect or consequential loss suffered by the Insured Member arising from the Services.

7.12 TERMINATION

This Agreement shall cease when the Policy is terminated.