

Student AccidentCare 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 an Accident described herein shall happen to the Insured Person and the Insured Person shall within one year of the happening of the Accident thereby sustain an Injury described herein the Company will subject to the Terms Exclusions, Conditions and Limits contained herein or endorsed hereon pay to the Insured or his/her legal representatives for the Benefits specified in the Policy Schedule.

IMPORTANT NOTICE

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. According to the Condition of this Policy, the Insured must immediately notify the Company in writing of any change in the Insurance Person’s employment, occupation, duties or other pursuits.

注意

1. 請貴保戶詳細查閱此保單之內容, 如有任何查詢, 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。

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

"ACCIDENT" means an event occurring entirely beyond the Insured Person's control and caused by accidental, violent, external and visible means.

"ACCIDENTAL MEDICAL EXPENSES" means medical surgical hospital and nursing fees or charges necessarily and reasonably incurred within 12 months of the happening of the Accident provided that 1) all such fees or charges are necessarily and reasonably incurred for medical professional services of a fully qualified and registered medical practitioner physical surgeon or nurse, and 2) in the event of the Insured Person becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source. Reimbursement of such fees or charges shall not exceed the amount stated in the Policy Schedule in respect of any one Injury.

Accidental Medical Expenses do not include any fees or charges incurred for services of any kind from a Chinese Bonesetter or Acupuncturist.

"DAILY HOSPITAL CASH ALLOWANCE" means, in the event of the Insured Person being confined in hospital for treatment of Injury for which compensation is payable under this Policy, a daily cash allowance as stated in the Policy Schedule payable for such period of confinement subject to a maximum period payable not exceeding 365 days.

"HONG KONG" means Hong Kong Special Administrative Region.

"INJURY" means bodily injury which is sustained by the Insured Person during the Period of Insurance and is caused by an Accident, solely and independently of any other cause, where death or disablement of the Insured Person results within 12 months from the date of such Accident.

"INSURED PERSON" means the Insured Person named in the Policy Schedule who is a full time student studying in Hong Kong.

"LOSS OF FINGERS OR TOES" means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

"LOSS OF HEARING" means the entire and irrecoverable loss of hearing.

"LOSS OF LIMB" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

"LOSS OF SIGHT OF EYE" means the entire and irrecoverable loss of sight.

"LOSS OF SPEECH" means the entire and irrecoverable loss of speech.

"LOSS OF USE" means total functional disablement and is treated like the total loss of said limb or organ.

"PERIOD OF INSURANCE" means the period stated in the Policy Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

"PERMANENT TOTAL DISABLEMENT" means an Injury which within 12 months of the date of the causative Accident prevents the Insured Person from engaging in each and every occupation or employment for which he/ she is reasonably qualified by reason of his/her education, training or experience, which disablement after lasting for a minimum period of 52 consecutive weeks shall at the end of that period permanently and totally prevent the Insured Person from engaging in any gainful occupation or employment without hope of any improvement.

EXCEPTIONS

1. This Policy shall not apply to any Injury consequent upon or arising from or contributed to by:

- 1.1 (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 similar purposes 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 (a) and/or (b) above.

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.

- 1.2 (a) biological or chemical contamination
(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 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) "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.

- 1.3 radioactive contamination, whether arising directly or indirectly.

- 1.4 (a) intentional self injury or suicide;
(b) the taking of any drug unless taken in accordance with the directions and prescription of a registered medical practitioner;
(c) pregnancy or childbirth; or
(d) intoxication.

- 1.5 the Insured Person's engagement in any of the activities described below

- (a) any sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.
(b) flying or other aerial activity other than flying in a multi-engined aircraft operated by a recognized airline or charter operator as a passenger but not
(i) airline personnel or aircrew; or
(ii) for the purpose of any trade or technical operation in or on the aircraft.
(c) climbing or mountaineering necessitating the use of ropes or guides, hang gliding and parachuting.
(d) racing other than
(i) on foot;
(ii) swimming; or
(iii) yacht racing within territorial waters
(e) diving to a sea-depth greater than 30 metres.

- 1.6 any physical or mental defect or infirmity suffered by the Insured Person and of which the Insured or such Insured Person was aware at the date such person was included in this Policy or at the renewal date unless declared to the Company and accepted in writing by the Company.

- 1.7 the Insured Person being air crew or ship crew.

- 1.8 the Insured Person's engagement in the service with the armed forces of any country.

- 1.9 the Insured Person's involvement in any criminal activities other than as a proven victim or a bystander.

2. Radioactive Exclusion Clause

This insurance does not cover loss, damage, cost or expense of whatsoever nature 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:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

3. 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.

CONDITIONS

1. Identification

This Policy and the Schedule 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 shall bear such specific meaning wherever it may appear.

2. Change of Occupation

Any settlement of the claim shall be based on the Insured Person's occupation as full time student studying in Hong Kong. The Insured shall give immediate written notice to the Company as soon as he/she is aware of any change in the Insured Person's occupation and pay any additional premium that may be required by the Company. Failure to disclose such change may result in no claim be payable for any Injury arising out of or in the course of the new occupation.

3. Change in Risk

The Insured shall give immediate written notice to the Company of any change of address or any injury, disease, physical or mental defect or infirmity by which the Insured Person has become affected or is or will be likely to be affected and also give notice of any other insurance effected by or on behalf of the Insured Person against accident or incapacity.

4. Misrepresentation/Fraud

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

5. Claims Procedure

Upon the happening of any Accident likely to give rise to a claim under this Policy the Insured shall within 30 days after the happening of the Accident give notice to the Company with full particulars of the Accident and Injury and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured, (or his/her representatives) shall at his/her own expenses furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall wherever reasonably required to do so submit to a medical examination on behalf of the Company.

In the event of the death of the Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment, or cremation stating the time and place of any inquest appointed.

6. 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 Injury 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 loss resulting from Injury covered by this Policy at the time of such disappearance, sinking or wrecking.

7. Benefit payable to named beneficiary

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

8. Non-Assignment

The Company shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Policy and the receipt of the Insured or his / her legal personal representatives shall in all cases effectively discharge the Company.

9. Age Limits

No person under the age of 2 years 8 months or over 23 years (at the commencement date of the Period of Insurance) shall be insured under this policy unless whose age has been specifically stated in the Policy Schedule.

10. 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 23, 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.

11. 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\$300 to be retained by the Company.

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
Not Exceeding 1 month	80% of premium paid
2 months	70% of premium paid
3 months	60% of premium paid
4 months	50% of premium paid
5 months	40% of premium paid
6 months	30% of premium paid
7 months	20% of premium paid
8 months	10% of premium paid
Over 8 months	No refund

12. 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.

13. Expiry of Liability

The Company shall not be liable for any claim arising from an Accident which is not notified to it in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim arising from an Accident after 12 months following the date of such Accident unless the claim is in arbitration.

14. Governing Laws

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

15. Observance of Conditions

The due observance and fulfilment 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.

16. 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 only parties who may enforce the terms of the Policy are the Company and the Insured (or their authorized representatives).

TABLE OF BASIC BENEFITS
Benefits as percentage of the Capital Sum per Insured Person:

<i>Benefits</i>	<i>Percentage of Capital Sum Payable</i>
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable Paralysis of all Limbs	100%
4. Loss of or Permanent Total Loss of use of two Limbs	100%
5. Loss of or Permanent Total Loss of use of one Limb	50%
6. Permanent Total Loss of Sight of both Eyes	100%
7. Permanent Total Loss of Sight of one Eye	50%
8. Permanent Total Loss of the Lens of one Eye	50%
9. Loss of Speech and Hearing	100%
10. Permanent Total Loss of Hearing in	
(a) both Ears	75%
(b) one Ear	15%
11. Loss of Speech	50%
12. Loss of or Permanent Total Loss of Thumb and four Fingers of one Hand	70%
13. Loss of or Permanent Total Loss of use of four Fingers of one Hand	40%
14. Loss of or Permanent Total Loss of use of one Thumb	
(a) both joints	30%
(b) one joint	15%
15. Loss of or Permanent Total Loss of use of Fingers	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
16. Loss of or Permanent Total Loss of use of Toes	
(a) all – one Foot	15%
(b) great – both Joints	5%
(c) great – one Joint	3%
(d) other toe	2%
17. Shortening of leg by at least 5 cm	7.5%
18. Any permanent disablement not specified above	See below

Benefit 18

Such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the percentage specified above and without regard to the Insured Person's employment or occupation.

LIMITS

1. The total amount payable in respect of any one Benefit shall not exceed the corresponding Percentage of Capital Sum Payable.
 2. The total amount payable in respect of any one Injury shall not exceed the Capital Sum per Insured Person as stated in the Policy Schedule.
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OPTIONAL BENEFIT (Only applicable if stipulated in the Policy Schedule)

CHINESE BONESETTER/ACUPUNCTURIST TREATMENT EXPENSES – Provides reimbursement of the fees necessarily and reasonably incurred for Chinese Bonesetter/Acupuncturist treatment (which is supported by receipts from a licensed or registered Chinese Bonesetter/Acupuncturist) for bodily injury of the Insured Person up to the amount stated in the Policy Schedule in respect of any one Accident. The aggregate of all such eligible expenses shall not exceed the Limit of Chinese Bonesetter/Acupuncturist Treatment Expenses stated in the Policy Schedule.