

# Personal Accident Protection Plus Insurance Policy

## 個人意外精選保障



### QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

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## Section 1 – Introduction

This insurance is underwritten by QBE Hongkong & Shanghai Insurance Limited. As a leading general insurer, QBE Hongkong & Shanghai Insurance Limited (also referred to as We/Our/Us in this Policy) provides a comprehensive range of non-life insurance solutions for both business and personal customers. QBE Hongkong & Shanghai Insurance Limited is part of the QBE Insurance Group a general insurance and reinsurance company, listed on the Australian Securities Exchange (ASX) and headquartered in Sydney. QBE Insurance Group employs more than 12,000 people in over 31 countries.

This Policy reflects the demands and needs of a person who wishes to purchase personal accident insurance benefits.

This Policy sets out the terms of the personal accident cover underwritten by QBE Hongkong & Shanghai Insurance Limited, please read it carefully. It tells an Insured Person (also referred to as You/Your/Yourself in this Policy) what is covered, what is not covered, what to do if You want to make a claim and whom call if You need help.

You should familiarise Yourself with the cover provided by this Policy and all the terms, conditions, limitations and exclusions that apply.

You should read this Policy in conjunction with the Schedule and review the cover periodically to ensure it continues to meet Your needs.

If You have any questions about the Policy or wish to make any changes, please contact Your licensed insurance agent.

This Policy, together with the Schedule, the application and any endorsements, collectively form evidence of the contract between You and Us and applies to whichever level of cover that has been selected (Plan A, Plan B, Plan C, Plan D).

We agree to provide the insurance cover described in this Policy to You provided that the premium is paid when it is due and You observe and fulfil the terms, conditions and exclusions of the Policy insofar as they relate to anything to be done or complied with by You.

## Section 2 – Benefits

### 1. Accidental Death or Permanent Disablement

If You have an Accident during the Policy Period which results in You suffering an Injury which, solely and independently of any other cause and within 12 months of the date of the Accident, causes Your Death, We will pay Your Estate the amount shown in the Schedule of Benefits. If the Accidental Injury causes Permanent Disablement other than Death, We will pay You the percentage in the Compensation Percentage Table (below) of the corresponding amount shown in the Schedule of Benefits.

### Compensation Percentage Table

Permanent Disablement	Payment as a percentage of the Schedule of Benefits amount
Permanent Total Disablement	100%
Loss of Limb (one or more)	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of one eye or both eyes	100%
Total paralysis	100%
Complete and incurable insanity	100%
Injuries resulting in being permanently bedridden	100%
Loss of sight of eye except perception of light	50%
Loss of lens of one eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
- both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanx	10%
- two phalanx	8%
- one phalanx	4%
Loss of middle finger	
- three phalanx	6%
- two phalanx	4%
- one phalanx	2%
Loss of ring finger	
- three phalanx	5%
- two phalanx	4%
- one phalanx	2%
Loss of little finger	
- three phalanx	4%
- two phalanx	3%
- one phalanx	2%
Loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all	15%
- great, both phalanges	5%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	1%

<b>Permanent Disablement (Continued)</b>	<b>Payment as a percentage of the Schedule of Benefits amount</b>
Loss of hearing	
- both ears	75%
- one ear	15%
Loss of Speech	50%

The complete and irrecoverable Loss of Use of any item specified above shall be deemed to be loss of such item. In the event of partial loss of any item specified above or partially disabled prior to an Injury covered under this Policy has become a total permanent disablement as a result of such Injury, a proportionately lower percentage of compensation as decided by Us shall be payable.

In the event of Permanent Disablement by physical loss or Loss of Use not specified above the percentage of compensation shall be assessed by Us based on the proportion to the degree of disability as compared with the cases specified without reference to Your profession or occupation.

The aggregate of all percentages payable in respect of any one Accident to any one person covered under this Policy shall not exceed 100%. In the event of 100% having been paid, all insurance hereunder in respect to You shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of Accident until the expiration of the Policy.

For any Dependent Child(ren) below the age of 18, any compensation payable under Accidental Death or Permanent Disablement Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

### Third Degree Burn

If You have an Accident during the Policy Period which results in You suffering an Injury which solely and independently of any other causes is certified by a Registered Medical Practitioner to have resulted in You suffering Third Degree Burn, We will pay You the percentage in the Third Degree Burn Table (below) of the corresponding amount shown in the Schedule of Benefits.

#### Third Degree Burn Table

<b>Third Degree Burn</b>	<b>Percentage</b>
On 50% or more of body surface	100%
On 27% or more of body surface	40%
On 18% or more of body surface	30%
On 9% or more of body surface	15%
On 4.5% or more of body surface	10%

Once a claim is payable under the Third Degree Burn Benefit, the amount that You are entitled to shall be reduced by the same amount and all other claims payable shall be settled based on the reduced limit. Provided that in no event shall the total amount payable under this Benefit exceed the maximum limits as specified in the Schedule of Benefits under Benefit 1 Accidental Death or Permanent Disablement.

Payment shall not be made for more than one Burn caused by the same Accident and only the greatest Benefit payment shall apply.

For any Dependent Child(ren) below the age of 18, any compensation payable under Third Degree Burn Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

## 2. Accidental Medical Expenses

We shall pay You for Medical Expenses that are reasonably and necessarily incurred within 365 days of an Accident for an Injury that You suffer during the Policy Period up to the amount stated in the Schedule of Benefits per Accident.

We shall also pay You any qualified physiotherapist and chiropractor treatment expenses as recommended by a Registered Medical Practitioner up to the amount stated in the Schedule of Benefits per Accident.

For any Dependent Child(ren) below the age of 18, any compensation payable under Accidental Medical Expenses Benefit shall be adjusted according to the Schedule of Benefits per Accident and in no event shall the total amount payable exceed such adjusted limit.

### Chinese Bonesetter and Acupuncturist Expenses Extension

We shall pay You Chinese Bonesetter and Acupuncturist Expenses that are reasonably and necessarily incurred within 365 days of an Accident for an Injury that You suffer during the Policy Period up to the amount stated in the Schedule of Benefits per visit and per Accident.

### Provisions

We shall pay for any one visit to any physiotherapist, chiropractor, Chinese Bonesetter and Acupuncturist in any one day subject to the maximum Sum Insured as stated in the Schedule of Benefits.

In no event shall the total amount payable under this Benefit exceed the maximum limits as specified in the Schedule of Benefits under Benefit 2 Accidental Medical Expenses.

## 3. 24-Hour Worldwide Emergency Assistance Services

We shall pay on Your behalf up to amount set out in the Schedule of Benefits for Our appointed assistant service provider (ASP) to provide the emergency assistance services set out below:

### a. Emergency Medical Evacuation and/or Repatriation

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury:

- i. emergency medical evacuation shall be provided by utilising appropriate and suitable means, based on Your medical condition, to arrange for You to go to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- ii. emergency medical repatriation shall be provided, if Your medical conditions allow, to arrange for You to travel back to Hong Kong or Your home country for continuation of treatment.

Evacuation or repatriation arrangements by ASP shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany You throughout the process.

### b. Repatriation of Mortal Remains

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Death ASP shall:

- i. arrange and pay for repatriation of mortal remains or ashes to Hong Kong or Your home country; or
- ii. pay for burial expenses outside Hong Kong, subject to the expenses for such burial shall not exceed the costs of repatriating the mortal remains to Hong Kong as provided by this Benefit.

### c. Return of Unattended Dependent Child(ren)

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Death or Hospital Confinement, ASP shall arrange and pay for a one-way economy class flight for Your unattended Dependent Child(ren) below 16 years of age to return to Hong Kong or their home country.

### d. Hospital Admission Guarantee

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Hospital Confinement, where required ASP shall arrange a Hospital Admission Guarantee up to HK\$50,000 be provided against the medical expenses incurred by You. Unless the Medical Expenses are covered under Benefit 2 Accidental Medical Expenses, You shall be liable for all such medical expenses.

**e. Compassionate Visit**

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Hospital Confinement in excess of 24 consecutive hours, ASP shall arrange and pay for a return economy class flight for 1 family member or designated person to travel to care for You. This Benefit shall include standard accommodation in any reasonable hotel or establishment of similar standard up to a maximum of HK\$2,000 per night and HK\$10,000 in the aggregate. This benefit shall exclude the cost of drinks, meals or other room services.

**f. Convalescence Assistance**

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Hospital Confinement ASP shall arrange and pay for accommodation expenses necessarily and unavoidably incurred by You following Your discharge from Hospital to allow for convalescence in the country where You were hospitalised. This benefit shall be subject to a maximum of HK\$2,000 per day and up to HK\$10,000 in the aggregate.

**24-hour Telephone Hotline**

In the event of an emergency You or Your representative must call the ASP Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 2862 0138.

You or Your representative is required to state:

- i. Your name,
- ii. Your Policy number,
- iii. nature of the Injury,
- iv. details of attending doctor, if available: and
- v. present location and contact particulars.

**Additional Conditions to the Benefit:**

- a. You shall cooperate with ASP to obtain all documents and receipts from the relevant sources and assist at Your own expense in complying with necessary formalities.
- b. In the event any payment is made in connection with the provision of assistance to You, ASP shall be subrogated to Your rights to obtain payments from:
  - i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
  - ii. any other insurance or assistance plan which provides compensation to the assistance events.

**4. Additional Accidental Death Benefit Due to Natural Disaster**

In addition to any payment due under Death of Benefit 1 Accidental Death or Permanent Disablement, We will pay Your Estate an additional amount shown in the Schedule of Benefits if Your Death is caused as a direct result of a Natural Disaster.

**5. Additional Medical Expenses Due to Robbery**

In addition to any payment due under Benefit 2 Accidental Medical Expenses, We will extend the limit of coverage to You by the additional amount shown in the Schedule of Benefits if Your Injury is caused as a direct result of a robbery. To be eligible for this extended limit You must report the incident to Us within 24 hours and obtain a police report.

**6. Broken Bones**

In addition to any other Benefit under this Policy, if You have an Accident during the Policy Period which results in You suffering Broken Bones, We will pay You the percentage in the Broken Bones Percentage Table (below) of the corresponding amount shown in the Schedule of Benefits.

**Broken Bones Percentage Table**

Bone	Payment as a percentage of the Schedule of Benefits amount
Hip or pelvis	100%
Thigh or heel	50%

Bone (Continued)	Payment as a percentage of the Schedule of Benefits amount
Skull, collarbone, lower leg, ankle, arm, elbow or wrist	40%
Lower jaw	30%
Vertebrae, shoulder blade, knee cap, sternum, hand or foot	20%
Upper jaw, cheek bone, nose, ribs, coccyx, toes or fingers	15%

Payment under this Benefit shall be limited to one Broken Bones in respect of the same Injury. Should You suffer more than one Broken Bones from the same Injury, We will only be liable for the greatest compensation.

**7. Coma Benefit**

In addition to any other Benefit under this Policy, if You have an Accident during the Policy Period which results in You falling into a Coma within 30 days, and confined in a hospital for at least 3 consecutive months, We will pay You an additional amount shown in the Schedule of Benefits.

**8. Credit Card Protection**

In addition to any payment due under Benefit 1 Accidental Death or Permanent Disablement, We will pay You or Your Estate an additional amount shown in the Schedule of Benefits to cover Your outstanding credit card(s) balance for purchases made before the Accident.

The Benefit does not apply to any Dependent Child(ren) and/or anyone below the age of 18.

**9. Education Fund**

In addition to any payment due under Death of Benefit 1 Accidental Death or Permanent Disablement, We will pay Your Estate an additional lump sum amount shown in the Schedule of Benefits to subsidise the education expenses of Your Dependent Child(ren).

This Benefit does not apply to any Dependent Child(ren) and/or anyone below the age of 18.

**10. Funeral Expenses**

In addition to any payment due under Death of Benefit 1 Accidental Death or Permanent Disablement, We will pay Your Estate an additional lump sum amount shown in the Schedule of Benefits to cover funeral expenses including burial or cremation charges.

**11. Home Nursing Assistance**

In addition to any payment due under Benefit 2 Accidental Medical Expenses, We will pay You or Your Estate an additional amount shown in the Schedule of Benefits to cover the cost of home nursing by a registered nurse in the event that You are unable to carry out at least 3 of the 5 Daily Activities following Hospital Confinement.

**12. Mobility Aid**

In addition to any other Benefit under this Policy, if You have an Accident during the Policy Period which results in You requiring the assistance of a mobility aid or wheelchair following Your discharge from Hospital Confinement, We will pay You the cost of purchasing or renting such equipment up to the amount shown in the Schedule of Benefits.

For coverage to apply under this Benefit the assistance of a mobility aid or wheelchair must be prescribed by a Registered Medical Practitioner.

**13. Personal Effects**

If You have an Accident during the Policy Period which results in You suffering an Injury which also causes loss and/or damage to Your personal effects that is owned by, normally worn by and carried by You, We will pay You the lesser of the cost of repair or replacement of the personal effects, less wear and tear, depreciation in value at Our sole discretion according to the item's age and condition.

The maximum amount payable under this Benefit in aggregate and for any one item, pair or set of items shall not exceed the amount as stated under the Schedule of Benefits in any one Policy Period.

We shall not be liable under this Benefit for:

- a) mobile phone, tablet, business sample or goods, fragile items;
- b) artificial teeth or limbs, contact lenses or spectacles;
- c) cash note, coupon, voucher, manuscript, data recorded on tapes, cards, discs or otherwise;
- d) normal wear or tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.

### Section 3 – Extensions

#### Disappearance Extension

This Policy is extended to cover under Benefit 1 Accidental Death or Permanent Disablement if during the Policy Period the aircraft or other conveyance (either on ground or at sea) in which You are travelling is sunk or wrecked, and Your body is not found after 12 consecutive months following the date of the incident, it shall be presumed that You have suffered Death and We will pay Your Estate the amount shown in the Schedule of Benefits.

If after any amount is paid there is any proof that You are still alive, any amount paid shall be refunded to Us.

#### Exposure Extension

This Policy is extended to cover under Benefit 1 Accidental Death or Permanent Disablement if You suffer Death within 12 months of being unavoidably exposed to the elements during the Policy Period, We will pay Your Estate the amount shown in the Schedule of Benefits.

#### Food, Drinks and Gas Poisoning Extension

This Policy is extended to cover You from an Injury caused by food, drink and gas poisoning.

#### Dengue Fever and Zika Virus Extension

This Policy is extended to cover You from an Injury caused by a mosquito sting which leads to dengue fever or zika virus.

### Section 4 – Optional Cover

#### Option 1 – Hospital Cash Allowance

If You have an Accident during the Policy Period which results in You suffering an Injury which leads to Your Hospital Confinement for a minimum of 24 consecutive hours during the Policy Period, We shall pay a daily benefit as stated under the Schedule of Benefits for the period You are hospitalised and up to 2 calendar years in maximum.

This Benefit does not apply to any Dependent Child(ren) and/or anyone below the age of 18.

#### Option 2 – Temporary Total Disablement

If You have an Accident during the Policy Period which results in You suffering an Injury which solely and independently of any other cause and within 12 months of the date of the Accident, causes You Temporary Total Disablement, We will pay You the amount shown in the Schedule of Benefits in any one Policy Period, for the time that You are unable to attend Your occupation or profession up to a maximum of 104 weeks. The maximum weekly amount payable under this Optional Cover shall not exceed 75% of Your average weekly income and a waiting period of 7 days shall apply.

The amount payable shall be calculated on a daily basis at pro rata of the amount shown in the Schedule of Benefits.

#### Exclusions (Applicable to Option 2 Optional Cover only)

We shall not pay this Benefit:

1. to any Dependent Child(ren) and/or anyone below the age of 18 under at the time of Accident;
2. if You are self-employed, except for the period You are confined in hospital as a registered in-patient for treatment of Injury.

### Section 5 – No Claim Bonus

In the event of no claim has been made under this Policy during any one Policy Period, on expiry the amount stated for Accidental Death or Permanent Disablement on the Schedule of Benefits shall increase automatically by 5% for the next renewal with no additional premium. This increase shall proceed at simple annual rate of 5% for a 5 years Policy Period up to 25% and shall not exceed HK\$500,000 in maximum. Should any claim be made during any one Policy Period, the amount stated for Accidental Death or Permanent Disablement on the Schedule of Benefits shall at next renewal revert to the amount stated when the Policy was first effected.

### Section 6 – General Exclusions

This Policy does not cover and We are not responsible for claims which are directly or indirectly caused by or result from the following:

1. Any consequence of or act of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
2. You engaging in or taking part in any form of strike, riot or civil commotion.
3. You engaging in or taking part in:
  - a. driving or riding in any kind of race;
  - b. professional sports;
  - c. underwater activities involving the use of breathing apparatus.
  - d. mountaineering at altitude over 5,000 meters from sea level
  - e. flying or other aerial activity except as a passenger in a properly licensed power driven aircraft (the word "passenger" does not include any member of the aircrew or a technician working in or upon an aircraft).
4. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt whether sane or insane, mental, nervous or psychiatric disease or disorder.
5. Intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner.
6. Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
7. Childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by Accident.
8. Pre-existing Medical Conditions, venereal disease, congenital anomalies or deformities.
9. Rest cure or sanatorium care or other similar establishment.
10. Cosmetic or plastic surgery unless to correct an Injury covered under this Policy.
11. Claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion or radioactive contamination arising from such but not limited to power generation and nuclear weapon. This exclusion shall not apply to losses from nuclear attacks arising from Acts of Terrorism. For the purpose of this exclusion, an Act of Terrorism means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, 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.
12. You engaging in any form of manual employment; working at height above 9 meters from ground; performing as an actor or actress; ship or aircrew; commercial vehicle drivers; ship or motor vehicle repairer; naval, military or air force; operation or armed force; welder; offshore activities like commercial diving, oil rigging, mining, handling of explosive or hazardous chemicals.

13. You being in any violation of the laws or resistance to arrest.
14. Infectious or Contagious Disease which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).  
This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a Registered Medical Practitioner before the date of any such declaration(s).  
This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

## Section 7 – General Conditions

### 1. ELIGIBILITY

To purchase this Policy You must be 6 months to 70 years of age at Policy inception. Subject to its terms and conditions the Policy is renewable up to when You reach the age of 75. Your legally married spouse and/or Dependent Child(ren) are eligible to be insured as dependent(s).

### 2. GOVERNING LAW AND JURISDICTION

This Policy is governed and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Policy.

### 3. POLICY CURRENCY

Any amounts that You or We are required to pay under this Policy will be in Hong Kong Dollars. Any expenses that You incur that You can claim from Us will be exchanged into Hong Kong dollars at a reasonable foreign currency exchange rate that We choose. We shall not be responsible for any foreign exchange rate losses that You may have.

### 4. FRAUD

We shall not be liable to You for any dishonest, intentionally exaggerated, or fraudulent claim and shall reserve the right to lodge a report with the police in respect of such activity.

### 5. CHANGE OF OCCUPATION

You shall give Us immediate written notice of any change in Your occupation and shall pay additional premium if required.

### 6. RENEWAL PROCEDURE

Before renewing this Policy You shall give written notice to Us of any material fact affecting this insurance which have come to Your notice during the preceding Policy Period including notice of any disease, physical mental defect or infirmity affecting You.

### 7. POLICY NOT ASSIGNABLE

This Policy is not assignable and We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy. The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to Us.

### 8. BENEFITS PAYABLE

All benefits are payable to You or Your guardian named in the Schedule (if You are below the age of 18). In the event of Your Death, We shall pay the benefits to Your Estate.

### 9. MORE THAN ONE POLICY

You should be insured with Us with only one personal accident Policy. In the event You are covered under more than one policy by Us, only the highest amount of benefits is payable.

### 10. REASONABLE CARE

You shall act in a prudent manner and exercise reasonable care and prevent accidents, Injury, sickness, loss or damage.

### 11. MITIGATION OF LOSS

You shall use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or liability and/or any loss of and/or damage to any insured property(ies).

### 12. CHANGES TO THE POLICY

We may change the terms and conditions of Your Policy, including the premium payable. We will give You at least 30 days' notice before such change is effected. We may also change any terms and provisions of Your Policy at the end of Your Policy such that the change will be applicable from the next Policy Period. Your continued payment of the premium after we give You notice of any change to Your policy will mean that You accept such change.

### 13. CANCELLATION

You can cancel this Policy or cover of an individual by giving notice

in writing to Us. Cancellation shall become effective on the date the notice is received by Us, or the date specified in the notice, whichever latter. Subject to no claim has been made, We shall retain a customary short period premium subject to a minimum of HK\$380 and refund the balance on the unused period calculated according to percentages indicated below:

Effected For	Percentage of Annual Premium Retained
2 months or below	40%
Above 2 months and up to 3 months	50%
Above 3 months and up to 4 months	60%
Above 4 months and up to 5 months	70%
Above 5 months and up to 6 months	75%
Over 6 months	100%

We may cancel this Policy by giving 7 days' notice in writing by registered letter to Your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Policy Period.

### 14. ARBITRATION

If necessary, any dispute under this Policy shall be resolved arbitration in Hong Kong in line with the Arbitration Rules of the Hong Kong International Arbitration Centre that apply at that point in time.

### 15. OTHER INSURANCE

If a covered loss under this Policy is insured under any other policy, this Policy shall cover such loss, subject to its terms, conditions, exclusions and provisions, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contribution, excess, contingent or otherwise.

### 16. RIGHT OF THIRD PARTIES

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

### 17. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not cover or be liable to pay any claim or provide any benefit under this Policy if providing such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Section 8 – Claims

To make a claim please contact our claims hotline at 852 2877 8608, or visit our <http://claims.qbe.com/hkto> download a claim form.

For general enquiries you may also wish to contact your licensed insurance agent.

### Claims Procedure

Immediate notice shall be given to Us of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to claim under the Policy a detailed statement in writing describing the occurrence together with the following supporting documents shall be delivered to Us.

- Death  
Death certificate or presumed death proclaimed by court (for disappearance case).
- Permanent Disablement  
Certificate issued by a Registered Medical Practitioner certifying the diagnosis and degree or severity of disability, medical report with diagnosis and date of diagnosis.
- Accidental Medical Expenses / Broken Bones  
Diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certified by a Registered Medical Practitioner, Registered or Listed Chinese Bonesetter or Acupuncturist, and receipt, Hospital bill with itemized list / receipts

issued by clinic, leave certificate from a Registered Medical Practitioner; referral letter from a Registered Medical Practitioner for physiotherapy or chiropractor treatment.

- **Temporary Total Disablement**  
Income proof such as pay slip, tax return, MPF statement or bank statement, leave certificate with statement of diagnosis from a Registered Medical Practitioner.
- **Hospital Cash Allowance / Home Nursing Assistance / Mobility Aid**  
Certification of period of hospitalization diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certificate by a Registered Medical Practitioner.
- **Personal Effects**  
Diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certificate by a Registered Medical Practitioner, receipt of the damage or loss item.

Upon Our request, You should provide also other necessary supporting document as required.

### Proof of Loss

It is a condition precedent to any liability of Us under this Policy that You shall at Your own expense furnish to Us such information and evidence as We may from time to time reasonably require in the form and of the nature described by Us. We shall be allowed at Our own expense upon giving You reasonable notice arrange and have a medical examination carried out of You or in the case of death upon reasonable notice to Your next of kin, to have a post-mortem examination of Your body carried out. The death shall be established by an official death certificate, or in the event of Your disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming Your death.

## Section 9 – Definitions

1. **Accident or Accidental** – An unforeseen, unexpected and involuntary event which happens by chance.
2. **Benefit** – The cover set out in Section 2 Benefits, Section 3 Extensions and Section 4 Optional Covers.
3. **Broken Bones** – means a complete break across a bone and must be diagnosed by a Registered Medical Practitioner and supported by X-ray, but excludes greenstick, pathological, avulsion, hairline and stress fractures.
4. **Burn** – Tissue damage caused by heat only which is assessed by a Registered Medical Practitioner to be Third Degree Burn.
5. **Dependent Child(ren)** – Your biological or legally adopted child(ren) who is between the age of 6 months to 17 years of age or up to 25 years of age for an unmarried full time student.
6. **Coma** – a continuous unconscious state for a minimum of 3 consecutive calendar months during which time You are under Hospital Confinement.
7. **Confinement** – The necessary confinement in a Hospital as an in-patient while under the care of a Registered Medical Practitioner for the treatment of an Injury You suffered and in which the Hospital makes a charge for room and board.
8. **Activities** – The ability to: (a) feed; (b) dress; (c) bath; (d) use the lavatory; (e) get in and out of bed; and in all cases without assistance. Your ability to carry out the Daily Activities shall be reviewed against a standard of someone who has the similar age and same sex as You.
9. **Death** – Death resulting directly, solely and independently of any other cause from Injury, by an Accident that occurs during the Policy Period, within 12 months from the date of the Accident.
10. **Estate** – All of Your property and financial assets and liabilities at the time of Your Death according to the jurisdiction of Hong Kong.
11. **Hospital** – An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which (a) has organized facilities for diagnosis, treatment and major surgery; (b) provides 24 hours a day nursing services by registered graduate nurses; (c) is under the supervision of a legally registered and licensed physician; and (d) is not primarily a clinic, a place for custodial care, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

12. **Infectious or Contagious Disease** – means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
13. **Injury** – Bodily injury to You caused solely and directly by Accidental means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through any Accidental cut or wound.
14. **Loss of Limb(s)** – The permanent loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
15. **Loss of Speech** – The disability in articulating any 3 of 4 sounds which contribute to the speech such as the labial sounds, the alveololabia sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
16. **Loss of Use** – Permanent total functional disablement.
17. **Medical Expenses** – Expenses relating to surgery, diagnosis or other remedial attention or treatment recommended by a Registered Medical Practitioner, including those of a physiotherapist or chiropractor, and the cost of prescribed medical supplies and ambulance hire. However, the cost of dental treatment is excluded unless such treatment is for Injury to sound and natural teeth caused by an Accident covered under the Policy.
18. **Natural Disaster** – The forces of nature that incur catastrophic consequences including landslide, lightning, fire, flood, earthquake, volcanic eruption, tsunami or sandstorm.
19. **Permanent Disablement** – The conditions listed in the Compensation Percentage Table at Benefit 1 Accidental Death or Permanent Disablement or as otherwise determined by Us, which resulted directly, solely and independently of other cause from Injury during the Policy Period, which has lasted for an uninterrupted period of 365 days from the date of Injury and at the expiry of the period is beyond hope of improvement and recovery and will continue for the remainder of Your life.
20. **Permanent Total Disablement** – Permanent Disablement which physically entirely and permanently prevents You from engaging in or attending to all duties pertaining to Your usual occupation, profession or business and all other comparable gainful activities for which You are qualified for upon Your education, experience and other faculty, the foregoing being duly certified by at least one legally qualified and Registered Medical Practitioner. In the event that You are unemployed at the time of Injury, it shall mean totally and permanently unable to engage in Your Daily. Your ability to carry out the Daily Activities shall be reviewed against a standard of someone who has the similar age and same sex as You.
21. **Policy Period** – The period specified in the Policy Schedule and any subsequent period for which the Insured shall have paid and We shall have accepted a renewal premium.
22. **Pre-existing Medical Conditions** – Any injury or illness which You have received medical treatment, diagnosis, consultation or prescribed drugs or which symptoms or manifestations have existed whether treatment was actually received, prior to the effective date of the Policy and which You should reasonably be aware of.
23. **Registered Medical Practitioner** – Any person legally qualified and registered with the Government having the jurisdiction in the geographical areas of his practice, to render medical or dental services, but excluding any such person insured under this Policy or any person that is Your spouse, relative or employer or employee.
24. **Registered or Listed Chinese Bonesetter or Acupuncturist** – Any Chinese bonesetter or acupuncturist whose name appears as such on the list of Registered or Listed Chinese Medicine Practitioners as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding any such person insured under this Policy or any person that is Your spouse, relative or employer or employee.
25. **Schedule** – The document attaching to this Policy which sets out Your details, Benefits covered, the level of cover chosen, the Policy Period and the premium of this Policy. It forms a part of and should be read in conjunction with this Policy and any subsequent endorsement(s).
26. **Schedule of Benefits** – The schedule set out at Section 10 showing the maximum amount You can claim subject to the terms of this Policy.
27. **Temporary Total Disablement** – Disablement resulting directly, solely and independently of other cause from Injury during the

Policy Period, which entirely prevents You from attending to all duties pertaining to Your usual occupation, profession or business as stated in the Schedule. In the event that You are unemployed at the time of Injury, it shall mean totally and permanently unable to engage in Your Daily. Your ability to carry out the Daily Activities shall be reviewed against a standard of someone who has the similar age and same sex as You.

28. **We/Our/Us** – QBE Hongkong & Shanghai Insurance Limited.  
 29. **You/Your/Yourself** – The person(s) as described or named in the Schedule or subsequent endorsement(s) if any.

## Section 10 – Schedule of Benefits

The Schedule of Benefits below shows the amounts You are covered for by this Policy determined on the level of cover selected (Plan A, Plan B, Plan C, Plan D) which will be shown in the Schedule. The cover is provided subject to the terms and conditions of the Policy including Section 6 General Exclusion and Section 7 General Conditions.

### Basic Cover

Benefits	Maximum Limit (HK\$)			
	Plan A	Plan B	Plan C	Plan D
<b>1. Accidental Death or Permanent Disablement</b>	300,000	500,000	800,000	1,000,000
- Child Cover for Accidental Death or Permanent Disablement	150,000	250,000	400,000	500,000
- Third Degree Burn	40,000	60,000	100,000	200,000
- Child Cover for Third Degree Burn	20,000	30,000	50,000	100,000
<b>2. Accidental Medical Expenses</b>		5,000	15,000	30,000
- Child Cover for Accidental Medical Expenses	Not Applicable	2,500	5,000	5,000
- Chiropractor and Physiotherapy Expenses	Not Applicable	300 / visit	400 / visit	500 / visit
- Chinese Bonesetter and Acupuncturist Expenses	Not Applicable	1,000 (150 / visit)	2,000 (200 / visit)	3,000 (250 / visit)
<b>3. 24-hour Worldwide Emergency Assistance Services</b>				
a. Emergency Medical Evacuation and/or Repatriation			Actual Cost	
b. Repatriation of Mortal Remains			Actual Cost	
c. Return of Unattended Dependent Child(ren)			One-way economy airfare	
d. Hospital Admission Guarantee			50,000	
e. Compassionate Visit			Return economy airfare & room accommodation at 10,000 (2,000 / day)	
f. Convalescence Assistance			10,000 (2,000 / day)	
g. Hotline and Referral Services			Included	
<b>4. Additional Accidental Death Benefit due to Natural Disaster</b>	Not Applicable	50,000	50,000	50,000
<b>5. Additional Medical Expenses due to Robbery</b>	Not Applicable	1,500	3,000	3,000
<b>6. Broken Bones</b>	Not Applicable	5,000	10,000	20,000
<b>7. Coma Benefit</b>	Not Applicable	50,000	50,000	50,000
<b>8. Credit Card Protection</b>	Not Applicable	10,000	10,000	10,000
<b>9. Education Fund</b>	Not Applicable	10,000	25,000	25,000
<b>10. Funeral Expenses</b>	Not Applicable	5,000	10,000	20,000
<b>11. Home Nursing Assistance</b>	Not Applicable	1,000	1,000	1,000
<b>12. Mobility Aid</b>	Not Applicable	5,000	10,000	20,000
<b>13. Personal Effects</b>	Not Applicable	2,000 (1,000 / item)	4,000 (1,000 / item)	6,000 (1,000 / item)

### Optional Cover

Benefits	Plan A	Plan B	Plan C	Plan D
<b>Option 1 – Hospital Cash Allowance</b>	Not Applicable	200 / day	300 / day	400 / day
<b>Option 2 – Temporary Total Disablement</b>	Not Applicable	1,000 / week	2,000 / week	3,000 / week

## PERSONAL INFORMATION COLLECTION STATEMENT

**QBE Hongkong & Shanghai Insurance Limited** ("the Company") may use the personal data the Company collects about you, which may include your name, address and other contact details, date of birth, bank account or credit card details, Hong Kong identity card number, information about your dependents and health records, and which we may collect when, for example, you apply for, renew or make a claim under a policy and/or you correspond with us, for the following purposes:

### Insurance Services (Mandatory)

1. processing and assessing of applications for any insurance products and daily operation of the related services;
2. administering your insurance policy and providing services in relation to your insurance policy;
3. any alterations, variations, cancellation or renewal of any insurance and related services;
4. investigating, analysing, processing and paying claims made under your insurance policy;
5. invoicing and collecting premiums and outstanding amounts from you;
6. exercising any right under the insurance policy including right of subrogation, if applicable;
7. complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies, law enforcement agencies and court orders;
8. to conduct research, insurance survey and analysis for the purpose of product design and development and improvement of our services to you;
9. for statistical or actuarial research undertaken by the Company, other members of the QBE Group, any agents, third parties or business partners of the Company or its regulators;
10. for the operation and administration of the Company's internal business including without limitation any corporate reorganization;
11. contacting you for any of the above purposes; and
12. other ancillary purposes which are directly related to the above purposes.

The personal data you provide to the Company may be provided or transferred to the following persons in Hong Kong or overseas for the purposes set out in the above paragraph or directly related purposes or as otherwise permitted by applicable law:

- a. any agent, advisor, contractor or third party service provider (whether within or outside the QBE Group) who provides administrative, telecommunications, computer, payment, debt collection, security, research, ratings, consulting services, product design, marketing (where you have consented to direct marketing as described below), data processing or storage or related services or any other person carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business;
- b. any association, federation or similar organization of insurance companies ("Federation") 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;
- c. any members of the Federation by the Federation for any of the purposes referred to in (b) above or directly related purposes;
- d. government bodies, regulators or any other body to whom the Company or any company within the QBE Group is required to or has agreed to make disclosure under any applicable laws or regulations;
- e. lawyers;
- f. auditors; and
- g. other insurance companies within the QBE Group which have undertaken to keep such information confidential.

Some of these persons may be located in countries overseas, namely Australia, Philippines, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the data protection laws of Hong Kong. That means your personal data may not be protected to the same or similar level as in Hong Kong. However, the Company will only transfer your personal data to a service provider or overseas where the Company is satisfied that adequate levels of protection are in place to protect the integrity and security of any information being processed and compliance with applicable privacy and data protection laws.

In the unlikely event that the Company, any companies within the QBE Group, or its or their brands or substantially all of any of its or their assets are acquired by an unrelated third party, your personal data may be one of the transferred assets. By providing your personal data to the Company, you agree that the Company may disclose your personal data, on a confidential basis, to any prospective transferee and its professional advisors for the purposes of their due diligence investigations, the completion of any such transaction and the continued operation of the acquired business.

You do not have to provide your personal data to the Company, but if you do not provide certain personal data (for example, the information indicated as mandatory on the relevant application, registration or renewal forms, or your contact details if you send us an enquiry), it would not be possible for the Company to process your application and render the services or to otherwise correspond with you.

The Company is committed to ensuring your personal data is kept secure and confidential and not kept for longer than is necessary.

### Direct Marketing of Products and Services

To provide a more comprehensive range of financial and insurance services, the Company would like to use your name and the contact details you provide to us (for example, your mobile phone number, residential phone number, office phone number, residential address, correspondence address and email address), alongside information that you provide (including but not limited to) about your age, gender, occupation, personal interests, marital status, family and education (the "Marketing Personal Data"), to provide you with direct marketing communications about the Company's products and services including but not limited to the Company's insurance, banking, financial services, provident schemes and general insurance products but the Company cannot do so without your consent.

The Company intends to share, from time to time, your Marketing Personal Data with any agents, third parties or business partners of the Company for the purpose of marketing to you their insurance, investment fund, provident schemes, and other financial products and services including general insurance products and services, but we will not do so without your written consent.

If you do not want to receive any direct marketing, you may withdraw your consent at any time free of charge by contacting the Company's Data Protection Officer below.

### Your Rights

You have the right to ascertain the Company's policies and practices in relation to personal data, and to obtain access to and to request correction of your personal data held by the Company. Your right to access your personal data may be subject to payment of an administrative fee. Requests for such access or correction, to withdraw consent for direct marketing, or for further information about our data privacy policies and practices, can be made in writing to the Data Protection Officer, QBE Hongkong & Shanghai Insurance Limited, 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

In case of discrepancies between the English and Chinese versions, the English version shall prevail.

November 2018