

## GENERALI PERSONAL ACCIDENT INSURANCE POLICY

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, We, Assicurazioni Generali S.p.A., Hong Kong Branch hereby insure and promise to pay indemnity for loss to the extent herein provided.

All periods of insurance shall begin at 12:00a.m., standard time, at the place where the Policy was issued and end in accordance with "General Provisions", Clause 5 - Termination of Coverage of this Policy.

### DEFINITIONS

**"Accident"** means sudden and unforeseen event which happens unexpectedly and causes Injury.

**"Acquired Immune Deficiency Syndrome"** or **"AIDS"** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

**"Activities of Daily Living"** shall mean:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility - the ability to move indoors from room to room on level surfaces;
5. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding - the ability to feed oneself once food has been prepared and made available.

**"Burns"** means tissue damage caused by the agent as heat only.

**"Chinese Bonesetter or Acupuncturist"** means any Chinese bonesetter or acupuncturist who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), but excluding a Chinese bonesetter or acupuncturist who is the Insured Person or Immediate Family Member of the Insured Person.

**"Civil War"** means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

**"Company"** means Assicurazioni Generali S.p.A., Hong Kong Branch, issuing this Policy.

**"Degree"** means the unit of measurement for the Burns customarily used by the local government in the place where this Policy is issued.

**"Emergency Assistance Provider"** means the service provider nominated by the Company

**"Fractured Leg or Patella with Established Non-Union"** means a complete break into two pieces of the patella or leg bone. The patella or the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.

**"Hospital"** means an establishment which meets all the following requirements:

1. holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
2. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
3. provides 24-hour a day nursing service by registered or graduated nurses;
4. has a staff of one (1) or more licensed Registered Medical Practitioner(s) available at all times;
5. provides organized facilities for diagnosis and major surgical facilities; and

6. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.

**"Immediate Family Member"** means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

**"Injury"** means bodily injury which is solely caused by an Accident and independently of any other cause.

**"Insured Person"** means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed hereon.

**"Loss of Fingers or Toes"** means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

**"Loss of Hearing"** means Permanent irrecoverable loss of hearing where one sixth of  $a+2b+2c+d$  is above 80 dB (a dB = hearing loss at 500 Hertz, b dB = hearing loss at 1,000 Hertz, c dB = hearing loss at 2,000 Hertz, d dB = hearing loss at 4,000 Hertz).

**"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 disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial 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.

**"Loss of Use"** means total functional disablement and is treated like the total loss of said limb or organ.

**"Malignant Neoplasm"** includes but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome.

**"Medically Necessary Expenses"** means expenses incurred within ninety (90) days of sustaining Bodily Injury paid by the Insured Person to a legally Registered Medical Practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Bodily Injury, and excluding any expenses incurred under the Section of Emergency Medical Evacuation and Repatriation of Remains of this Policy. All treatment must be prescribed by a Registered Medical Practitioner in order for expenses to be reimbursed under this Policy.

**"Opportunistic Infection"** includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**"Permanent"** means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

**"Permanent Total Disablement"** means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, an Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to be continued for a period of twelve (12) consecutive months and certified by a Registered Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life.

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“Policy” means this Policy and any other documents referred to in Clause 1 of “General Conditions” herein.

“Policyholder” means an institution or a person is an applicant of the Policy named in the Schedule of Benefits as Policyholder, is responsible for the payment of premium for this Policy and has completed an application form incorporating premium deduction authority to the Company’s satisfaction.

“Pre-existing Condition” means any condition for which the Insured Person received from or were recommended by a Registered Medical Practitioner within a twelve (12) months period prior to the effective date of this Policy, any medical treatment, diagnosis, consultation or prescribed drugs leading to a claim under this Policy; or any Symptom which existed prior to the effective date of this Policy leading to a claim under this Policy. For the foregoing purpose, “Symptom” means a sign or an indication of disorder or disease experienced by an individual. Such pre-existing conditions shall be covered provided that the Insured Person(s) has been insured under this Policy for twelve (12) consecutive months.

“Registered Medical Practitioner” means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is the Insured Person, or an Immediate Family Member of the Insured Person.

“Second Degree Burn” means both the epidermis and the underlying dermis are damaged.

“Serious Injury” when the Insured Person requires treatment and certified by a Registered Medical Practitioner as being dangerous to life and unfit to travel.

“Schedule of Benefits” means the attachment to this Policy entitled “Schedule of Benefits” as may be amended by the Company from time to time.

“Sum Insured” means the amount of sum insured as stated in the Schedule of Benefits.

“Third Degree Burn” means the damage or destruction of the skin to its full depth and damage to the tissues beneath.

“War” means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**BENEFITS**

**A1) Accidental Death and Permanent Disablement**

The Company agrees that if during the period of insurance the Insured Person sustains Injury as defined herein shall within twelve (12) consecutive months result in death, loss or disablement, the Company will pay the Insured Person the appropriate compensation for the Event stated in the Compensation Table below.

EVENT	COMPENSATION TABLE	
	COMPENSATION (Percentage of Sum Insured)	
1. Accidental Death		100%
2. Permanent Total Disablement		100%
3. Permanent and Incurable Paralysis of all Limbs		100%
4. Permanent Total Loss of Sight of both Eyes		100%
5. Permanent Total Loss of Sight of one Eye		100%
6. Loss of or the Permanent Total Loss of use of two Limbs		100%
7. Loss of or the Permanent Total Loss of use of one Limb		
(a) Right Hand		100%
(b) Left Hand		100%
(c) One Foot		100%
8. Loss of Speech and Hearing		100%

9. Permanent and Incurable Insanity		100%
10. Permanent Total Loss of Hearing in		
(a) both Ears		75%
(b) one Ear		15%
11. Loss of Speech		50%
12. Permanent Total Loss of the Lens of one Eye		50%
13. Loss of or the Permanent Total Loss of use of four Fingers and Thumb of		
(a) Right Hand		70%
(b) Left Hand		50%
14. Loss of the Permanent Total Loss of use of four Fingers of		
(a) Right Hand		40%
(b) Left Hand		30%
15. Loss of or the Permanent Total Loss of use of one Thumb		
(a) both Right Joints		30%
(b) one Right Joint		15%
(c) both Left Joints		20%
(d) one Left Joint		10%
16. Loss of or the Permanent Total Loss of use of Fingers		
(a) three Right Joints		15%
(b) two Right Joints		10%
(c) one Right Joint		7.5%
(d) three Left Joints		10%
(c) two Left Joints		7.5%
(d) one Left Joint		5%
17. Loss of or the Permanent Total Loss of use of Toes		
(a) all - one Foot		20%
(b) great - both Joints		7.5%
(c) great – one Joint		5%
18. Fractured Leg or Patella with established non-union		15%
19. Shortening of Leg by at least 5cm		10%
20. Permanent Disability not otherwise provided for under Events 10 to 19 inclusive. Such Compensation/Percentage of Sum Insured as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with the Compensation provided under Events 10 to 19 inclusive.		

**COMPENSATION**

- a. Compensation shall not be payable for more than one Event as stated in the Compensation Table in respect of the same Accident. Should more than one Event occur from the same Accident, the Company shall only be liable for the Event with the greater Percentage of Sum Insured.
- b. If the sum of the total paid compensation for one or more Events equal to or exceeds one hundred percent (100%) of the Sum Insured whichever is the lesser, there shall be no further liability under the Policy for Injury sustained thereafter for the Insured Person. This coverage will then be terminated.
- c. When a limb or organ which had been partially disabled prior to an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of the Sum Insured payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was disabled prior to the Injury.
- d. If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 13 to 16 inclusive for the various disabilities of right hand and left hand will be transposed.

## EXPOSURE AND DISAPPEARANCE

By the reason of any covered Accident, the Insured Person is unavoidably exposed to the elements (violent, severe or prolonged weather conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, the Company will pay in accordance to the Event as stated in the Compensation Table. If the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling at the time of the Injury, under such circumstances, it will be presumed that the Insured Person suffered loss of life resulting from Injury covered by this Policy at the time of such disappearance, sinking or wrecking. The Company will pay in accordance with the Event as stated in the Compensation Table, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not suffer loss of life as a result of the Accident.

### A2) Accidental Medical Expenses

The Company shall reimburse the actual medical expenses incurred by the Insured Person within twelve (12) months after the happening of an Injury and not exceeding the limit of benefits stated in this Schedule of Benefits as a result of an Injury paid by an Insured Person or on behalf of an Insured Person to a Registered Medical Practitioner, physician, surgeon, nurse, Hospital and/or ambulance (excluding helicopter and any aircraft) service for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies and ambulance (excluding helicopter and any aircraft) hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by the Injury. Provided that in the event of an 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.

The Company shall reimburse the Insured Person for the medical expenses incurred as a result of an Injury paid to a Chinese Bonesetter or Acupuncturist not exceeding the Sum Insured of Accidental Medical Expenses subject to HK\$150 per visit per day, maximum HK\$1,500 per Accident and HK\$2,000 per Policy year as stated in the Schedule of Benefits.

### A3) Emergency Medical Evacuation

In the event of an Insured Person sustaining Serious Injury outside Hong Kong and calling the Emergency Assistance Provider, the Emergency Assistance Provider will, subject to the Terms of this Policy and in accordance with the recommendation of its authorised medical representatives, arrange and pay for the Medically Necessary Expenses to

- transfer of the Insured Person to one of the nearest Hospital, or
- transfer of the Insured Person with necessary medical supervision to a Hospital more appropriately equipped for the particular Serious Injury, or
- repatriation of the Insured Person with necessary medical supervision to the Hospital if the medical condition of the Insured Person has been stabilised by local medical facilities and is certified by the authorised medical representatives as being fit to fly.

All decisions as to the final destination and the means of transfer, evacuation or repatriation including but not limited to air ambulance, service ambulance, scheduled commercial flight, road ambulance or any other appropriate means will be made by the Emergency Assistance Provider and will be based solely upon medical necessity.

The Company shall pay directly to Emergency Assistance Provider the covered expenses for such evacuation up to the Sum Insured as stated in the Schedule of Benefits.

**This Policy will not cover any transfer, evacuation or repatriation that is not arranged by the Emergency Assistance Provider and no benefit will be payable of such expenses that are recoverable from any other sources or insurance policies.**

### Repatriation of Mortal Remains

In the event of an Insured Person sustaining death as a result of Bodily Injury outside Hong Kong, the Emergency Assistance Provider will, subject to the Terms of this Policy, arrange and pay for the necessary repatriation expenses of the Insured Person's mortal remains or ashes to Hong Kong.

All decisions as to the means of repatriation will be made by the Emergency Assistance Provider.

The Company shall pay directly to Emergency Assistance Provider the covered expenses for such repatriation up to the Sum Insured as stated in the Schedule of Benefits

**This Policy will not cover any repatriation that is not arranged by the Emergency Assistance Provider and no benefit will be payable if such expenses are recoverable from any other sources or insurance policies.**

### A4) Home Accident Indemnity

The Company will pay the additional Sum Insured for Event 1-20 as stated in the Compensation Table when such Event is payable under Benefit A1) Accidental Death and Permanent Disablement for loss sustained while happening within the premises of residence of the Insured Person as stated in the Schedule. Such premises shall exclude any public area, garage, garden, roof, outbuilding and working place. If no Residential Address is stated in the Schedule, the benefit is not applicable.

### A5) Renewal Bonus

A renewal bonus equal to ten percent (10%) of the initial Sum Insured of Benefit A1) Accidental Death and Permanent Disablement will be honored upon each anniversary renewal up to a maximum of fifty percent (50%) for five (5) consecutive years. In no event shall the renewal bonus exceed HK\$500,000 for each of the Insured Person.

### A6) Burns Benefit

If as a result of an Accident, the Insured Person sustains an Injury and is diagnosed by a Registered Medical Practitioner to have suffered any of the Events listed hereunder, the Company will, in respect of the following Events pay the percentage hereunder:

Events	Percentage of the Sum Insured
Burns, Second Degree or Third Degree	
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

### COMPENSATION

- Compensation shall not be payable for more than one of the above Events in respect of the same Injury. Should more than one of the Events occur from the same Injury, the Company shall only be liable for the greatest Compensation.
- The Compensation payable for Benefit A1) Accidental Death and Permanent Disablement (Event 1-20) as stated in the Compensation Table, if any, shall be reduced by any compensation payable under this Burns Benefit in respect of the same Injury.

### A7) Funeral Expenses

If as a result of an Accident, the Insured Person sustains an Injury which directly and independently of all other causes shall within one (1) calendar month result in Death, the Company will pay to the Insured Person's estate or legal representative the Sum Insured stated in the Schedule of Benefits.

## GENERAL EXCLUSIONS

The Company will not pay under any section of this Policy for loss or liability caused by or resulting from any or more of the following:

1. War, invasion, act of foreign enemy, hostilities, or any warlike operations (whether war be declared or not), Civil War, revolution, rebellion, insurrection, military or usurped power direct participation in a riot, strike, civil commotion;
2. ionising, radiation or contamination by radioactivity from any nuclear fuel, from any nuclear waste, from the combustion of nuclear fuel or from any nuclear weapons material.
3. violation or attempted violation of the law or resistance to arrest;
4. While the Insured Person is serving on full time active duty in any disciplinary forces, armed force, naval, military or air force service or operations; any flying service;
5. flying or taking part in any other aerial activities except whilst traveling as a passenger in, boarding or alighting from a licensed aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft.
6. suicide, attempted suicide or intentional self inflicted injury while sane or insane;
7. childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
8. Acquired Immune Deficiency Syndrome (AIDS), any disease or Injury commencing in the presence of a sero-positive test for HIV and any related disease(s); venereal or sexually transmitted diseases;
9. psychosis, sleep disturbance disorder, mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising there from or from any drug accident;
10. the influence of alcohol or any non-prescribed drug;
11. any Pre-existing Condition;
12. cosmetic, plastic or any elective surgery, congenital disease or anomalies;
13. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
14. any kind of disease; or any loss caused by an Injury which is a consequence of any kind of disease;
15. engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport, racing of any kind (except on foot) or mountaineering and competition.
16. testing of any kind of conveyance; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
17. fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident;
18. any additional cost of single or private room accommodation at a Hospital, charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipments; or
19. general or health check-up, convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary.

## GENERAL PROVISIONS

### 1. ENTIRE CONTRACT

The Policy, Schedule of Benefits, proposal form/application, riders, amendments and attachments (if any) constitute the entire contract of insurance. No alteration in the terms of this Policy and any attachments shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney of the Company for this purpose appointed.

### 2. AGE LIMIT

The insurance under this Policy shall only cover a) For adult –between eighteen (18) and sixty-five (65) years old, renewable up to seventy (70) years old subject to prior approval by the Company; b) For child – must be unmarried and unemployed, between one (1) years old+ and seventeen (17) years old, renewable up to twenty-five (25) years old if he/she is a full time student.

### 3. CHANGE OF OCCUPATION

If the Insured Person suffers Injury after having changed his/her occupation to one classified by the Company as more hazardous than that stated in the application for this Policy or while doing for compensation anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation.

If the Insured Person's occupation is changed to one classified by the Company as less hazardous than that stated in this Policy, the Company upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is the more recent.

In applying this condition, the classification of occupational risk and the premium rates shall be such as have been last promulgated by the Company prior to the occurrence of the loss for which the Company is liable or prior to date of proof of change in occupation.

### 4. MISSTATEMENT OF FACTS

If any relevant facts pertaining to any person to whom insurance under this Policy relates shall be found to have been incorrectly reported to the Company, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

### 5. TERMINATION OF COVERAGE

- a. This Policy will be terminated:
  - when premium is not paid when due; or
  - when there is any fraud, misstatement, non-disclosure or concealment in respect of this Policy or any claim hereunder shall render this Policy null and void immediately. All the premiums paid and claims under this Policy shall be forfeited.
- b. The individual coverage for the Insured Person will be terminated:
  - on next premium due date when the Insured Person no longer fulfill the eligibility as stated under "Clause (2) – Age limit" of "General Provisions"; or
  - in the circumstances mentioned under "Compensation - item (b)" of "Benefit A1) Accidental Death and Permanent Disablement" of "Benefits" and no premium will be returned.
- c. The Company may cancel this Policy by giving seven (7) days notice to the Policyholder by registered letter sent to his last known address; and the Company making to the Policyholder a return of premium proportionate to the unexpired part of the Period of Insurance. This Policy may be canceled at any time by the Policyholder on seven (7) days notice to the Company and in such event the Policyholder shall be entitled to a return premium less premium at the Company's Short Period Rates for the time this Policy has been in force during the Period of Insurance.

### SHORT RATE TABLE

Covered Period	Charged Percentage of Annual Premium
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

### 6. STATUS CHANGE

The Insured Person must take full responsibility to inform the Company forthwith of any change in respect of the information provided in the application for this Policy, otherwise the Company reserves the right to refuse or invalidate all claims under this Policy.

### 7. TIME OF NOTICE OF CLAIM

Written notice of claim must be given to the Company as soon as reasonably possible. If possible, written notice of claim should be given to the Company within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy. However immediate notice must be given to the Company in the event of Accidental Death.

## **8. PROOF OF LOSS**

All certificates information and evidence required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe. The Insured Person shall as often as required submit to medical examination on behalf of the Company at the Company's expense. 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.

## **9. SUFFICIENCY OF NOTICE**

Such notice by or on behalf of the Policyholder or the Insured Person given to the Company, with particulars sufficient to identify the Policyholder or the Insured Person shall be deemed to be noticed to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

## **10. TIME FOR FILING PROOF OF LOSS**

Affirmative proof of loss must be furnished to the Company at its said office in case of a claim within ninety (90) days after the date of relevant loss.

## **11. MEDICAL EXAMINATION AND TREATMENT**

The Company shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy at the Company's expense in case of death where it is not forbidden by law. The Insured Person shall as soon as possible after the occurrence of any Injury, obtain and follow the advice of a Registered Medical Practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

## **12. PAYMENT OF INDEMNITIES**

All indemnities provided in this Policy will be paid immediately after the receipt of due proof, except for the indemnity in respect of Permanent Total Disablement or for periodic payment. No indemnity shall be paid in respect of any claim until the total amount payable under this Policy in respect of the Injury giving rise to the claim shall have been ascertained and agreed.

## **13. TO WHOM INDEMNITIES PAYABLE**

Indemnity for loss of the Insured Person's life is payable to Insured Person's estate. All other indemnities of this Policy are payable to the Insured Person, except under A3) Emergency Medical Evacuation and Repatriation of Remains under herein, if any, where benefits will be paid directly to the provider of service as indicated in each section.

## **14. LIMITATION OF TIME FOR BRINGING SUIT**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two (2) years after the time written proof of loss is required to be furnished.

## **15. LIMITATION CONTROLLED BY STATUTE**

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the jurisdiction in which the Policyholder or the Insured Person reside(s) at the time this Policy is issued, such limitation is hereby extended to agree with the minimum time permitted by such law.

## **16. ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon the Company. The Company does not assume any responsibility for the validity of an assignment. No provisions of the Company's charter, constitution or by-laws shall be used in defence of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## **17. COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

## **18. REINSTATEMENT OF POLICY**

If this Policy lapses due to non-payment of premiums, it may be reinstated with the Company's approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

## **19. RENEWAL**

This Policy will be renewed from the anniversary date with the consent of the Company by payment of premium in advance at the Company's premium rate in force at the time of renewal. However, the Company's reserve the rights to make adjustment on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at the Company's discretion.

## **20. GRACE PERIOD**

A grace period of thirty-one (31) days from the premium due date will be allowed for payment of premium, during which period this Policy will remain in force.

## **21. REINSTATEMENT OF POLICY**

If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized representative shall reinstate this Policy, but only to cover loss resulting from Injury thereafter sustained.

## **22. RIGHT OF RECOVERY**

In the event authorization of payment and/or payment is made by the Company or Emergency Assistance Provider for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, the Company or Emergency Assistance Provider reserves the right to recover the said sum or excess from the Insured Person and/or the Policyholder.

## **23 SUBROGATION**

In the event that any payment is made under this Policy in respect of any claim, the Company shall be subrogated to all the Insured Person's rights of recovery and therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall agree not to prejudice such rights.

## **24. FRAUDULENT CLAIMS**

If the claim in any respect be fraudulent or if any fraudulent means or devices be used by the Insured Person or the Policyholder, or anyone acting on the aforementioned's behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited.

## **25. CLERICAL ERROR**

Clerical errors by the Company shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

## **26. GOVERNING LAW**

This Policy is subject to the laws of the Hong Kong Special Administrative Region and the parties hereto agree to submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

IN WITNESS WHEREOF, ASSICURAZIONI GENERALI S.p.A., HONG KONG BRANCH has caused this Policy to be signed by its Authorized Representative.

#### **24-hour Worldwide Emergency Assistance Services**

For the emergency assistance services, simply call to Hong Kong alarm centre: (852) 3187 6888. Remember to quote your name, policy number, location (name of hospital if any), phone number and kinds of services when you seek for assistance.

Travel assistance includes:

- Passport and Visa requirements
- Embassy referral
- Legal referral
- Arrangement of interpreter services
- Lost luggage retrieval
- Lost passport assistance
- Weather information assistance
- Emergency rerouting arrangement

Medical assistance includes:

- Telephone medical advice
- Dispatch of physician / essential medication / medical equipment if necessary
- Monitoring of medical conditions when hospitalized
- Arrangement of appointments with doctors
- Arrangement of Hospital admission
- Authorise guarantee of payment to hospital
- Organise emergency medical evacuation if necessary
- Arrangement for the repatriation of Remains when required

The service provider is provided on a best-efforts basis, and may not be available due to problems of time, distance or location. The Company is not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.

#### **Contracts (Rights of Third Parties) Ordinance**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

### Personal Information Collection Statement

- a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A., Hong Kong Branch (the "Company") with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/or other relevant individuals (the "Personal Data") in connection with the provision of insurance and/or related products and services to you, the processing of claims under insurance policies issued and/or arranged by the Company, and/or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/or related products and services to you, process claims under insurance policies issued and/or arranged by the Company, and/or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
- i) processing (including, without limitation, underwriting) and/or approving applications for insurance and/or related products and services, and any addition, alteration, variation, cancellation, renewal and/or reinstatement of such products and services;
  - ii) administering insurance policies issued and/or arranged by the Company;
  - iii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and/or settlement of claims under insurance policies issued and/or arranged by the Company;
  - iv) exercising rights of subrogation, if applicable;
  - v) collection of amounts outstanding (if any) from customers;
  - vi) arranging coinsurance and/or reinsurance in respect of the insurance policies issued and/or arranged by the Company;
  - vii) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - viii) customer services (including, but not limited to, processing enquiries and complaints), marketing, and other related activities;
  - ix) conducting data matching procedures;
  - x) designing insurance and/or related products and services for customers' use;
  - xi) marketing insurance and/or other related products and services of the Company and/or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company's parent company (hereinafter such affiliated companies are collectively referred to as the "Affiliated Companies"));
  - xii) statistical or actuarial research of the Company, its Affiliated Companies, relevant insurance industry associations or federations, supervisory authority, government department and/or other competent authority;
  - xiii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with, including, without limitation, making disclosures of the relevant information; and
  - xiv) fulfilling any other purposes directly relating to (i) to (xiii) above.
- d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
- i) agents, intermediaries, claims investigation companies, coinsurance companies, reinsurance companies, third party service providers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and/or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/or other services to the Company in connection with the operation of its business;
  - ii) relevant insurance industry associations or federations, and/or members of such industry associations or federations;
  - iii) overseas locations or branches, as appropriate, of the Company and/or its Affiliated Companies;
  - iv) persons to whom the Company and/or its Affiliated Companies are under an obligation to make disclosure under the requirements of any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with;
  - v) any court, supervisory authority, government department or other competent authority (including, without limitation, tax authority) under any laws binding on the Company and/or its Affiliated Companies;
  - vi) lawful successors or assigns of the Company; and
  - vii) persons who owe a duty of confidentiality to the Company and/or its Affiliated Companies.
- e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/or members of such industry associations or federations.
- f) In accordance with the Personal Data (Privacy) Ordinance:
- i) any individual has the right to:
    - A) check whether the Company holds data about him/ her and, if so, obtain a copy of such data;
    - B) require the Company to correct any data relating to him/ her that is inaccurate; and
    - C) ascertain the Company's policies and practices in relation to data and to be informed of the kind of data held by the Company; and
  - ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to data and/or correction of data and/or for information regarding policies and practices and kinds of data held are to be addressed as follows:  
 Personal Data Protection Officer,  
 Assicurazioni Generali S.p.A., Hong Kong  
 Branch,5/F, Generali Tower, 8 Queen's Road  
 East, Hong Kong.

### Use and Provision of Personal Data in Direct Marketing

(This section forms part of the Personal Information Collection Statement.)

- 1) The Personal Data, including but not limited to, name, contact details, other products and services portfolio information, transaction pattern and behavior, financial background and demographic information may be used for the purpose of direct marketing:
  - i) insurance and/or other related products and services of the Company and its Affiliated Companies;
  - ii) insurance and/or other related products and services of the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s), proposals, brochures and/or advertising leaflet(s)/ poster(s) for the relevant products and services, as appropriate) and/or third parties selected by the Company;
  - iii) reward, loyalty and/or privileges programs/ plans of the Company, its Affiliated Companies and co-branding partners.
- 2) The Personal Data may also be provided to the Company's Affiliated Companies, co-branding partners and third party service providers selected by the Company for the purpose set out in paragraph (1) above, including, without limitation, call centres.
- 3) The Company requires your consent (which includes an indication of no objection) to the use of Personal Data for the purpose set out in this section. If you do not wish the Company to use or provide to other parties the Personal Data for the purpose of direct marketing, you may exercise the opt-out right below or by notifying the Company at any time thereafter.

