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GROUP PERSONAL ACCIDENT POLICY

INSURING AGREEMENT

In consideration of the payment of the premium payable under this Policy, Federal Insurance Company (herein called “**Company**”) agrees to insure eligible **Insured Persons** to the extent hereto provided and subject to the exclusions and all other limitations and provisions of this Policy.

THIS POLICY WILL NOT BE VALID UNLESS THE SCHEDULE OF BENEFITS SIGNED BY AN AUTHORISED REPRESENTATIVE OF FEDERAL INSURANCE COMPANY IS ATTACHED HERETO.

CERTAIN WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE SPECIAL MEANINGS. DEFINITIONS APPEAR IN PART I: DEFINITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY.

GROUP PERSONAL ACCIDENT POLICY

Federal Insurance Company [hereinafter called "**Company**"] agrees to insure the **Insured Person** subject to Amendment No. 1 against loss covered under this Policy subject to and in accordance with the exclusions, limitations, provisions, and terms described herein.

PART I: DEFINITIONS

"**Accident**" or "**Accidental**" means a sudden, unforeseen and unexpected event happening by chance.

"**Civil War**" means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups

"**Company**" means Federal Insurance Company, Hong Kong Branch.

"**Injury**" means bodily injury which is sustained by an **Insured Person** during the period of this Policy and is caused by an **Accident**, solely and independently of any other cause where death or disablement of the **Insured Person** results within twelve (12) consecutive months from the date of such **Accident**.

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

"**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 Eyes**" means the entire and **Permanent** irrecoverable loss of sight.

"**Loss of Hearing**" means **Permanent** irrecoverable loss of hearing where :-

If a dB = Hearing loss at 500 Hertz

If c dB = Hearing loss at 2000 Hertz

If b dB = Hearing loss at 1000 Hertz

If d dB = Hearing loss at 4000 Hertz

1/6 of (a + 2b + 2c + d) is above 80 dB.

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

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

"**Medical Expenses**" means the actual medical expenses caused by **Accident** and paid by an **Insured Person** or by the **Policyholder** on behalf of an **Insured Person** to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or surface ambulance (excluding helicopter and any aircraft) for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and surface 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 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.

"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 of the date of the **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 is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life, provided such disability has continued for period of twelve (12) consecutive months. The disability must be total, continuous and permanent at the end of the period.

"Policyholder" means the organisation/people stated in the corresponding item in the Schedule.

"Temporary Total Disablement" means the entire prevention of an **Insured Person** from attending to his daily business or his usual occupation or if he has no business or occupation, from attending to any duties which would normally be carried out by him in his daily life.

"Temporary Partial Disablement" means the prevention of an **Insured Person** from attending to a substantial part of his daily business or his usual occupation or if he has no business or occupation, from attending to any duties which would normally be carried out by him in his daily life.

"Salary" means the average monthly gross basic earned income of the **Insured Person** during the twelve (12) consecutive months immediately preceding any injury which causes disablement within the meaning of this Policy, excluding bonuses, commission, overtime payments and any other allowances or perquisites.

"War" means a contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of pacific relations and ii) a general contention by force, both authorized by the sovereign.

Words in the masculine gender shall include the feminine.

PART II: DESCRIPTION OF COVERAGE

A. ACCIDENTAL DEATH, PERMANENT TOTAL OR PARTIAL DISABLEMENT:

The **Company** agrees that if during the Period of Insurance the **Insured Person** sustain Injury as defined herein, as a result of a covered **Accident** which solely and independently of any other cause 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 Table of Benefit below, less any other amount paid or payable under the Policy as the result of the same **Accident**.

Exposure And Disappearance:

When by reason of any **Accident** covered by this Policy the **Insured Person** is exposed to the elements and as the result of such exposure suffers an Event for which compensation is otherwise payable hereunder such Event will be covered under the terms of this Policy.

If the body of the **Insured Person** has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the **Insured Person** was traveling at the time of the **Injury** and under such circumstances as would otherwise be covered hereunder, it will be presumed that the **Insured Person** suffered loss of life resulting from Injury caused by an **Accident** covered by this Policy at the time of such disappearance, sinking or wrecking.

Compensation:

- (a) (i) Compensation shall not be payable for more than one of the Events 1 to 9 in the Table of Benefits in respect of the same **Injury** except as provided in (a) (ii) hereunder.
- (ii) Any Compensation payable for Events 1 to 20 shall be reduced by any compensation already paid under **Temporary Total Disablement and/or Temporary Partial Disablement** in respect of the same **Injury**.
- (iii) After the occurrence of any one of the Events 2 to 9 or the total compensation payable for the Events 10 to 20 equal to 100% whichever the first occur save for the liability already incurred hereunder there shall be no further liability under this Policy in respect of the same **Insured Person** for **Injury** sustained thereafter.
- (iv) If the **Insured Person** is left-handed and has specifically mentioned this on the application the percentages set out above from Events 13 to 16 for the various disabilities of right hand and left hand will be transposed.

Provided always that if an **Insured Person** becomes entitled to Compensation under any one of the Events 2 to 20 of the Table of Benefits he may elect to receive compensation either under that Event or under **Temporary Total Disablement and/or Temporary Partial Disablement**.

(b) Compensation shall not be payable

- (i) Under more than one of the **Temporary Total Disablement and/or Temporary Partial Disablement** in respect of the same period of time.
- (ii) Under **Temporary Total Disablement and/or Temporary Partial Disablement** in excess of an aggregate period shown against these events in the Schedule in respect of any **Injury**.
- (iii) Unless an **Insured Person** shall as soon as possible after the happening of any **Injury** giving rise to a claim under the Policy conditions and follow proper medical advice from a legally qualified medical practitioner.

Any difference arising between the **Policyholder** or any claimant and the **Company** with respect to a claim under Part II(A) shall be referred to an arbitrator to be appointed by the parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties or in case of disagreement of an umpire to be appointed by the arbitrators before entering on

the reference. The making of an award shall be a condition precedent to any liability of or right of action against the **Company** in respect of such difference. If the **Company** shall disclaim liability for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under these provisions the claim shall then for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

TABLE OF BENEFITS

Percentage of Compensation of Principal Sum specified in Accidental Death and Permanent Total or Partial Disablement in the Schedule:

EVENTS	COMPENSATION			
	Scale 1	Scale 2	Scale 3	Scale 25
1. Accidental Death	100%	100%	100%	100%
2. Permanent Total Disablement	100%	100%	200%	150%
3. Permanent and Incurable Paralysis of all Limbs	100%	100%	150%	150%
4. Permanent Total Loss of Sight of both Eyes	100%	100%	150%	150%
5. Permanent Total Loss of Sight of one Eye	100%	100%	100%	100%
6. Loss of or the Permanent Total Loss of use of two Limbs	100%	100%	150%	150%
7. Loss of or the Permanent Total Loss of use of one Limb				
(a) Right Hand	100%	100%	125%	125%
(b) Left Hand	100%	100%	100%	100%
(c) One Foot	100%	100%	100%	100%
8. Loss of Speech and Hearing	100%	100%	100%	100%
9. Permanent and Incurable Insanity	100%	100%	150%	150%
10. Permanent Total Loss of Hearing in				
(a) both Ears	75%	75%	100%	100%
(b) one Ear	15%	15%	30%	30%
11. Loss of Speech	NIL	50%	75%	75%
12. Permanent Total Loss of the Lens of one Eye	NIL	50%	75%	75%
13. Loss of or the Permanent Total Loss of use of four Fingers and Thumb of				
(a) Right Hand	NIL	70%	85%	85%
(b) Left Hand	NIL	50%	65%	65%
14. Loss of or the Permanent Total Loss of use of four Fingers of				
(a) Right Hand	NIL	40%	55%	55%
(b) Left Hand	NIL	30%	45%	45%
15. Loss of or the Permanent Total Loss of use of one Thumb				
(a) both Right Joints	NIL	30%	40%	40%
(b) one Right Joint	NIL	15%	25%	25%
(c) both Left Joints	NIL	20%	30%	30%
(d) one Left Joint	NIL	10%	20%	20%
16. Loss of or the Permanent Total Loss of use of Fingers				
(a) three Right Joints	NIL	15%	20%	20%
(b) two Right Joints	NIL	10%	15%	15%
(c) one Right Joint	NIL	7.5%	10%	10%
(d) three Left Joints	NIL	10%	15%	15%
(e) two Left Joints	NIL	7.5%	10%	10%
(f) one Left Joint	NIL	5%	10%	10%
17. Loss of or the Permanent Total Loss of use of Toes				
(a) all - one Foot	NIL	20%	25%	25%
(b) great - both Joints	NIL	7.5%	10%	10%
(c) great - Joint	NIL	5%	10%	10%
18. Fractured Leg or Patella with established non-union	NIL	15%	20%	20%
19. Shortening of Leg by at least 5 cm	NIL	10%	10%	10%
20. Permanent Disability not otherwise provided for under Events 10 to 19 inclusive. Such percentage of the Principal 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.				

B. ACCIDENTAL MEDICAL EXPENSES:

If while this Policy is in force the **Insured Person** sustains an injury and necessarily incurs **Medical Expenses** as the direct result of the **Injury**, the **Company** will indemnify the **Insured Person** in respect of such **Medical Expenses** up to the limit of the Accidental Medical Expenses as stated in the Table of Compensation. The **Company** shall not be liable for claims arising directly or indirectly from any **Medical Expenses** incurred after the Period of Insurance.

This section also covers medical treatment by a registered Chinese Bonesetter or Acupuncturist for a covered **Injury** sustained and incurred within the Period of Insurance up to the limit as stated in the Table of Compensation.

In no circumstances shall the overall reimbursement payable under this insuring clause exceed 100% of the Principal Sum stated in the Table of Compensation.

C. TEMPORARY TOTAL DISABLEMENT:

If whilst the Policy is in force, the **Insured Person** suffers an **Injury** which, within twelve (12) months of such injury, directly and independently of all other causes results in **Temporary Total Disablement**, the **Company** will pay the Principal Sum stated in the Table of Compensation. The aggregate period is up to one hundred and four (104) weeks per disability.

D. TEMPORARY PARTIAL DISABLEMENT:

If whilst the Policy is in force, the **Insured Person** suffers an **Injury** which, within twelve (12) months of such injury, directly and independently of all other causes results in **Temporary Partial Disablement**, the **Company** will pay the Principal Sum stated in the Table of Compensation. The aggregate period is up to one hundred and four (104) weeks per disability.

PART III: GENERAL CONDITIONS

1. Additions or Deletions:

In the event of the addition or deletion of an **Insured Person** or a change in the amount insured after the issuance of this Policy, all subsequent premium adjustment(s) shall be made at the end of each policy anniversary date on basis of the following formula:-

$$\frac{[\text{Annual premium charged at the } \quad \quad \quad \text{Actual premium charged at } \quad \quad \quad]}{[\text{beginning of the policy year } \quad \quad \quad] + [\text{the end of the policy year } \quad \quad \quad]} - \frac{[\text{Premium paid at the } \quad \quad \quad]}{[\text{beginning of policy year}]}$$

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2. Age Limit:

Coverage is available to persons between 18 and 75 years of age.

3. Aggregate Limit of Liability:

Except as provided hereunder, the total liability of the **Company** under the Policy in respect of any one **Accident** or series of **Accidents** arising out of any one event shall not exceed the Aggregate Limit of Liability as set out in the Schedule.

In the event the Aggregate Limit of Liability for any one **Accident** is insufficient to pay the full amount of compensation for each **Insured Person** arising out of that **Accident**, then the amount payable for each **Insured Person** shall be reduced proportionately, based on the ratio of the Aggregate Limit of Liability to the total amount of compensation that would have been payable except for such Aggregate Limit of Liability. In the event of a claim which exhausts the Aggregate Limit of Liability, it is agreed that the limit shall be automatically reinstated in respect of coverage for other **Accidents**.

4. Beneficiary:

The loss of life Principal Sum will be paid to the **Insured Person's** estate. All other benefits are payable to the **Insured Person**, except those expenses which are payable to an emergency assistance provider or other provider of services rendered to the **Insured Person**. Payment of any amount payable under this Policy by the **Company** in accordance with this clause shall effectively discharge the **Company** from any further liability in respect thereof.

5. Cancellation:

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 sending the **Policyholder** a return of premium proportionate to the unexpired part of the Period of Insurance. This Policy may be cancelled 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.

Period	Short Period Rates
2 months (Minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
over 6 months	100%

All coverage under this Policy will be terminated on:

- a. in respect of an **insured Person**, the next premium due date following the attainment of seventy (75) years of age of the **Insured Person**.
- b. in respect of a dependent child who is an **Insured Person**, the next premium due date after the dependent child attains eighteen (18) years, or becomes married, or no longer depends on the **Insured Person** (who is an **Insured Person**) for financial support, whichever shall be the earlier.

6. Change of Occupation:

The **Policyholder** shall give written notice to the **Company** at any of its offices within a reasonable time of any change in the occupation of the **Insured Person** or habits or pursuits (and shall pay any additional premium required by the **Company**).

7. Claims Investigation:

In the event of a claim, the **Company** may make any investigation it deems necessary and both the **Insured Person** and the **Policyholder** shall co-operate fully with such investigation. Failure by the **Insured Person** or the **Policyholder** to co-operate with the **Company's** investigation may result in denial of the claim or cancellation of the Policy.

8. Compliance with Policy Provisions:

Failure by the **Policyholder** or the **Insured Person** to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

9. Entire Contract:

The Policy, together with all amendments and other attachments, if any, constitutes the entire contract of insurance. The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the **Company**.

10. Grace Period:

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which time the Policy shall be continued in force unless the Policy has been cancelled in accordance with the provisions of this Policy. If a compensable claim is made within this grace period, any premium then due and unpaid will be deducted in offset.

11. 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 proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of loss is required by this Policy or the date the proof of loss was filed, whichever shall be the earlier.

12. Limitations 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 **Insured Person** resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

13. Legality:

This insurance shall not apply to the extent it is illegal in any jurisdiction, outside the Hong Kong Special Administrative Region., for the citizens of such jurisdiction to be insured by an insurer which is not registered within such jurisdiction. This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

14. Physical Examination and Autopsy:

The **Company**, at its expense, has the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending. It may also have an autopsy performed unless prohibited by law.

15. Reinstatement of Policy:

When this Policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium shall constitute reinstatement of the Policy by the **Company**, and shall only cover loss resulting from **Injury** sustained or sickness commencing after the date of such reinstatement.

16. Renewal:

This Policy may be renewed with the consent of the **Company** by payment of the premium in advance at the rate specified by the **Company** at time of renewal.

17. 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.

18. Territory: Worldwide

PART IV: EXCLUSIONS

This Policy does not insure against Death or Injury or any other loss caused by or resulting from any or more of the following:

- (a) **War**, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), **Civil War**, rebellion, revolution, insurrection, military or usurped power, direct participation in a riot, strike, civil commotion;
- (b) **Accident** occurring while the **Insured Person** is serving on full time active duty in the disciplinary forces, military, naval, air force or other armed service or operation of any country or international authority, whether in time of peace or war;
- (c) **Accident** occurring while the **Insured Person** is traveling in, boarding, or alighting from any aerial device except as a passenger in any properly licensed private and/or commercial aircraft, including but not limited to accidents occurring while the **Insured Person** is acting as an operator, pilot or member of the aircrew or undertaking any aerial activity, navigation or technical operation therein or thereon;
- (d) sickness, disease, pregnancy, childbirth, miscarriage, abortion, bodily infirmity, bacterial viral, fungal infection other than bacterial infection occurring in consequences of any **Accidental** cut or wound; any intentionally self-inflicted injury, suicide or any attempt thereat, while sane or insane;
- (e) **Insured Person** engaging in a sport in a professional capacity or where an **Insured Person** would or could earn income or remuneration from engaging in such sport;
- (f) violation or attempted violation of the law or resistance to arrest

PART V: HOW TO MAKE A CLAIM

Any occurrence or loss which may give rise to a claim should be reported in writing immediately but in any event NOT LATER THAN 30 DAYS AFTER THE INCIDENT TO:

Federal Insurance Company, Hong Kong Branch
(The address of the Company is stated in the Schedule.)
Telephone No. (852) 2861 0216 Fax No. (852) 2865 7778

Claim Form: Claim Form is available for download at www.chubbinsurance.com.hk

Proof of Loss: Written Proof of Loss must be given to the **Company** within 30 days after the date of such loss including original copies of all relevant documentation. The **Policyholder** or **Insured Person** shall notify the **Company** promptly of the reason and possible time frame for submission when such Proof of Loss is delayed. Failure to give written Proof of Loss within 180 days will invalidate the claim.

Time of Payment of Claims: Benefits payable under this Policy will be paid within 30 days of receipt of a completed Proof of Loss.

Notice to customers relating to the Hong Kong Personal Data (Privacy) Ordinance ("the Ordinance")

1. The information which you have provided, and will provide, to Federal Insurance Company ('the **Company**') in the proposal form and in any other documents in relation to this policy and in relation to any claims of whatsoever nature made under this policy and any alterations, variations, or correction of any such information ("your personal information") may be or would be held, used or disclosed in connection with this policy or any other insurance related product or in connection with any claims of whatsoever nature made under this policy and legal proceedings arising therefrom by this **Company** and may be transferred to any related subsidiary or affiliate company in or out of Hong Kong or to any other company carrying on insurance related business in or from Hong Kong or to any association or federation of insurance companies that exists or is formed from time to time.
2. Under the Ordinance, you have the right to obtain access to any records held by the **Company** containing your personal information and you also have the right to request the correction of any of your personal information which is inaccurate within such records. Request for access to or correction of your personal information held by the **Company** can be made in writing to the **Company** at the address shown in the Schedule.
3. This **Company** intends to use or has used your personal information to provide you with information on other services and products of the **Company**. If you do not wish to receive any such information, you are required to inform this **Company** in writing.