

Personal Accident Protector Policy

個人平安保險單



QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

A Member of the Worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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The Personal Accident Protector Application Form and / or declaration signed by the Insured together with any information supplied by or on behalf of the Insured is the basis of this Policy.

In consideration of the payment of the Premium specified in the Schedule, **QBE Hongkong & Shanghai Insurance Ltd.** ("the Company") undertakes and agrees, subject to the Terms, Exclusions and Conditions specified in the Policy, to pay the Benefit if any of the Events referred to in any Section of this Policy happen during the Period of Insurance.

Provided that the due observance and fulfilment of the conditions of this Policy shall be a condition precedent to any liability of this Insurance.

GENERAL DEFINITIONS

The Insured - The party named as the Insured in the Schedule.

Insured Person - The respective person named in the Schedule as Insured Person.

Schedule - attaching to the Policy which sets out the details of the Insured Person's Name, Benefits Cover, Sum Insured, the Period of Insurance and the Premium. It forms a part of and should be read in conjunction with the Policy.

Benefits - The coverage as specified in the Policy denoting the amount of compensation to be payable under this insurance against the happening of the Event.

Event - The Event or any one of the Events stated in the Policy against which the relative cover is stated.

Injury - Bodily injury to the Insured Person caused by food poisoning or gas poisoning, or solely and directly by accidental means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.

Accidental Death - Death resulting directly, solely and independently of any other cause from injury, by an accident that occurs during the Period of Insurance, within 365 days after the date of the accident.

Permanent Disablement - The physical conditions stated against the Events of Permanent Disablement described in the Schedule of Benefits resulting directly and independently of other cause from injury by accident that occurs during the Period of Insurance.

Permanent Total Disablement - Disablement resulting directly, solely and independently of other cause from injury during the Period of Insurance, which has lasted for an uninterrupted period of 365 days from the date of injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life, and which physically, entirely and permanently prevents the Insured Person from engaging in or attending to all duties pertaining to his usual occupation, profession or business and all other comparable gainful activities for which the Insured Person is qualified for upon his education, experience and other faculty, the foregoing being duly certified by at least one legally qualified and registered medical practitioner.

Temporary Total Disablement - Disablement resulting directly, solely and independently of other cause from injury during the Period of Insurance, which entirely prevents the Insured Person from attending to all duties pertaining to his usual occupation, profession or business as stated in the Schedule.

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 twenty-four 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.

Medical Practitioner - Any person legally authorized by and registered with the Government having jurisdiction in the geographical area of his practice, to render medical service, but excluding a Medical Practitioner who is the Insured, the Insured Person, or the spouse or relative or the employer of the Insured / Insured Person.

Interpretation - For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

SECTION 1 - ACCIDENTAL DEATH & PERMANENT DISABLEMENT

COVER

If any of the Events referred to in the Schedule of Benefits stipulated under this Section happen to the Insured Person as a result of an injury that occurs anywhere in the world within the Period of Insurance, the Company shall pay the relative coverage as applicable and stipulated thereunder to the Insured Person or in the case of his death to his legal personal representative.

SCHEDULE OF BENEFITS

EVENTS

(A) ACCIDENTAL DEATH

The Sum Insured stated in the Schedule.

(B) PERMANENT DISABLEMENT

The following percentages of the Sum Insured as stated in the Schedule

(B-1)	Loss of one or more limbs.....	
(B-2)	Loss of both hands, or of all fingers and both thumbs	
(B-3)	Total loss of sight of one eye or both eyes	
(B-4)	Total paralysis.....	100%
(B-5)	Complete and incurable insanity	
(B-6)	Injuries resulting in being permanently bedridden	
(B-7)	Any other injury causing permanent total disablement	
(B-8)	Loss of sight of eye except perception of light	50%
(B-9)	Loss of lens of one eye.....	50%
(B-10)	Loss of four fingers and thumb of one hand	50%
(B-11)	Loss of four fingers	40%
(B-12)	Loss of thumb - both phalanges	25%
	- one phalanx	10%
(B-13)	Loss of index finger - three phalanges.....	10%
	- two phalanges	8%
	- one phalanx	4%
(B-14)	Loss of middle finger - three phalanges.....	6%
	- two phalanges	4%
	- one phalanx	2%
(B-15)	Loss of ring finger - three phalanges.....	5%
	- two phalanges	4%
	- one phalanx	2%
(B-16)	Loss of little finger - three phalanges.....	4%
	- two phalanges	3%



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	- one phalanx	2%
(B-17) Loss of metacarpals-	first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
(B-18) 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-19) Loss of hearing	- both ears	75%
	- one ear.....	15%
(B-20) 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, a proportionately lower percentage of compensation as decided by the Company 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 the Company based on the proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured.

The aggregate of all percentages payable in respect of any one accident to any one Insured Person shall not exceed 100%. In the event of 100% having been paid, all insurance hereunder 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.

In the event of loss specified under item B-4, B-5, B-6 or B-7, the Company shall pay 100% of the Sum Insured provided such disablement, insanity or paralysis has lasted a period of 365 days from the date of injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life as duly certified by legally qualified and registered medical practitioner.

CONDITIONS (Applicable to Section 1 only)

No compensation stated in the Schedule of Benefits shall be payable:

- Under Event (A) or (B) unless the death or disablement takes place within 365 days after the date of the injury.
- Until the total amount of compensation shall have been ascertained and agreed.

EXTENSION (Applicable to Section 1 only)

DOUBLE INDEMNITY

In addition to the Sum Insured for Accidental Death, an extra sum of HK\$1,000,000 or an extra sum equals to the amount of the Sum Insured for Accidental Death whichever is the lower shall be payable in the event that:

- the Insured Person is travelling as a fare-paying passenger and dies on public conveyance; or
- both the Insured Person and his or her spouse die in the same accident while all their dependent children are under the age of 18 at the time of event.

SECTION 2 - ACCIDENTAL MEDICAL EXPENSES

COVER

To reimburse the Insured Person for Medical Expenses up to the amount stated in the Schedule per accident that are reasonably and necessarily incurred within 365 days of injury that occurs during the period of insurance for medical treatment as a direct result thereof, which are contracted by the Insured Person for medical, surgical, diagnostic or other remedial attention or treatment recommended by a legally qualified and registered medical practitioner (including dentist) and paid to such medical practitioner or registered nurse or hospital, including the cost of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth. Medical expenses for treatment by registered Chinese medicine practitioner is

payable up to HK\$1,000 per Policy year.

SECTION 3 - INCOME PROTECTION

COVER

If the Insured Person suffers from Temporary Total Disablement as defined herein, the Company shall pay an amount as shown in the Schedule for the period that the Insured Person is unable to attend to his occupation or profession up to a maximum of two calendar years.

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

EXCLUSIONS (Applicable to Section 3 only)

The Company shall not pay any Benefit:

- to any Insured Person aged 16 years or under at the time of an accident;
- to any Insured Person without income proof;
- to any Insured Person without leave certificate from medical practitioner;
- for the first seven (7) days of each period of disability unless the Insured Person is confined in hospital as a registered in-patient for treatment of bodily injury covered by this Policy for 2 consecutive days or above.
- to any Insured Person who is self-employed except for the period he is confined in hospital as a registered in-patient for treatment of bodily injury covered by this Policy for 12 consecutive hours or above.

SECTION 4 - HOSPITALISATION CASH ALLOWANCE

COVER

If the Insured Person suffers physical confinement in a hospital as a registered in-patient for treatment of bodily injury arising directly, solely and independently of other cause during the Period of Insurance, the Company shall pay the amount per day as stated in the Schedule for the period that the Insured Person is being hospitalised up to a maximum of two calendar years.

GENERAL EXCLUSIONS

This Policy does not apply to any Event which is caused directly or indirectly by or which is resulting from:

- Any consequence of declared or undeclared war or any act thereof, invasion or civil war.
- The Insured Person engaging in or taking part in:
 - driving or riding in any kind of race;
 - professional sport;
 - underwater activities involving the use of breathing apparatus.
- 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).
- Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane.
- Intoxication by alcohol, narcotics or drugs not prescribed by legally qualified and registered medical practitioner.
- Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- Nuclear weapon materials, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission.
- Any Acts of Terrorism including loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from, in connection with or involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting



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from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

For the purpose of this exclusion, an Act of Terrorism means an act or threat 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.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 5 - EMERGENCY ASSISTANCE SERVICES

Subject to the terms and conditions and exclusions stated below and in the Policy, the Company, through and using the services rendered by appointed service provider, shall provide to the Insured Person the Emergency Assistance Services as described in the Scope of Services below. The Company shall not be responsible for any consequential damages arising out of the services provided by Worldwide Emergency Assistance or be responsible or pay for any expenses incurred, unless specifically covered under this Policy.

The maximum liability in respect of all Emergency Assistance Services provided under the Policy shall not exceed HK\$7,800,000 per year per Insured Person.

DEFINITIONS

Home Country – refers to the country of citizenship as declared by the Insured Person.

Usual Country of Residence – refers to the country of permanent residence as declared by the Insured Person which may also be the Insured Person's Home Country, as the case may be.

Services – refers to the travel and medical assistance to be provided by Worldwide Emergency Assistance as set out in Section 3 of this endorsement.

Serious Medical Condition – refers to a condition which in the opinion of Worldwide Emergency Assistance constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Pre-Existing Condition – refers to any medical condition in respect of which the Insured Person has been hospitalised during the 12-month period immediately prior to the first day the Insured Person is included in the Worldwide Emergency Assistance programme or any medical condition that has been diagnosed or treated by a medical practitioner including prescribed drugs within the 6-month period immediately prior to the first day the Insured Person is included in the Worldwide Emergency Assistance programme.

GEOGRAPHICAL SCOPE OF SERVICES / TRIP LENGTH COVERAGE

The Services provided by Worldwide Emergency Assistance shall be effective whilst the Policy is in force. The Services mentioned herein are available to the Insured Person when traveling for a period of not exceeding 90 days on any one trip or while Insured Person is traveling outside the Usual Country of Residence.

SCOPE OF SERVICES

Worldwide Emergency Assistance shall, subject to the terms and conditions as defined hereunder, provide the following Services to an Insured Person calling Worldwide Emergency Assistance:

1. Medical Assistance

a. Telephone Medical Advice

Worldwide Emergency Assistance shall arrange for the provision of medical advice to the Insured Person over the telephone.

b. Medical Service Provider Referral

Worldwide Emergency Assistance shall provide to the Insured Person, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"). Worldwide Emergency Assistance shall not be responsible for providing medical diagnosis or treatment. Although Worldwide Emergency Assistance shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the Insured Person. Worldwide Emergency Assistance, however, shall exercise care and diligence in selecting the Medical Service Providers.

c. Arrangement of Hospital Admission

If the medical condition of the Insured Person is of such gravity as to require hospitalisation, Worldwide Emergency Assistance shall assist such Insured Person in the hospital admission. Upon request, Worldwide Emergency Assistance shall guarantee or pay any required hospital admittance on behalf of the Insured Person up to HK\$39,000.

d. Monitoring of Medical Condition During Hospitalisation

Worldwide Emergency Assistance shall monitor the Insured Person's medical condition during hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

e. Arrangement and Payment of Emergency Medical Evacuation

Worldwide Emergency Assistance shall arrange for the air and / or surface transportation and communication for moving the Insured Person when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available and not necessarily to the Usual Country of Residence. Worldwide Emergency Assistance shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by Worldwide Emergency Assistance.

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

f. Arrangement and Payment of Emergency Medical Repatriation

Worldwide Emergency Assistance shall arrange for the return of the Insured Person to his / her Usual Country of Residence or Hong Kong by air and / or surface transportation following an Emergency Medical Evacuation where the Insured Person is evacuated to a place outside his / her Usual Country of Residence or Hong Kong for in-hospital treatment. Worldwide Emergency Assistance shall pay for the expenses necessarily and unavoidably incurred in the Services so arranged by Worldwide Emergency Assistance. Worldwide Emergency Assistance reserves the right to decide the means or method by which such repatriation shall be carried out having regard to all the assessed facts and circumstances of which Worldwide Emergency Assistance is aware at the relevant time.

g. Arrangement and Payment of Transportation of Mortal Remains

Worldwide Emergency Assistance shall arrange for transporting the Insured Person's mortal remains from the place of death to the Usual Country of Residence or Hong Kong and pay for all expenses reasonably and unavoidably incurred in the air and / or surface transportation so arranged by Worldwide Emergency Assistance or alternatively pay the cost of burial at the place of death as approved by Worldwide Emergency Assistance.



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h. Arrangement and Payment of Compassionate Visit

Worldwide Emergency Assistance shall arrange and pay for one economy class return airfare for a relative or a friend of the Insured Person to join the Insured Person who, when travelling alone, is hospitalised outside the Usual Country of Residence or Hong Kong for a period in excess of 7 consecutive days, subject to prior approval from Worldwide Emergency Assistance and only when judged necessary by Worldwide Emergency Assistance on medical and compassionate grounds.

i. Arrangement and Payment of Return of Minor Children

Worldwide Emergency Assistance shall arrange and pay for economy class one-way airfares for the return of minor children (aged below 18 or below 23 and in full time education) to Hong Kong or Insured Person's Home Country if they are left unattended as a result of the accompanying Insured Person's illness, accident or Emergency Medical Evacuation.

2. Travel Assistance

a. Interpreter Referral

Worldwide Emergency Assistance shall provide information to Insured Persons regarding the address, telephone number and hours of opening of referred interpreters, if requested by the Insured Person.

b. Legal Referral

Worldwide Emergency Assistance shall provide the Insured Persons with the name, address, telephone numbers and if requested by the Insured Person and if available, office hours for referred lawyers and legal practitioners. Worldwide Emergency Assistance shall not give any legal advice to the Insured Person. Worldwide Emergency Assistance shall not be liable in respect of any consequences arising out of or howsoever caused by the services provided by the lawyers or legal practitioners referred by Worldwide Emergency Assistance.

EXCLUSIONS (Applicable to Section 5)

The following treatment, items, conditions, activities and their related or consequential expenses are excluded and are only applicable to Services described in the Scope of Services unless Worldwide Emergency Assistance has given its prior written approval and the Company has paid the appropriate fees:

1. Any expenses incurred as a result of a Pre-existing Condition.
2. More than one emergency evacuation and / or repatriation for any single medical condition of a Insured Person during the term of the insurance policy / benefit card, subject to a maximum period of one year.
3. Any cost or expense not expressly covered by the Worldwide Emergency Assistance programme and not approved in advance and in writing by Worldwide Emergency Assistance and / or not arranged by Worldwide Emergency Assistance. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Worldwide Emergency Assistance cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Insured Person.
4. Any event occurring when the Insured Person is within the territory of his / her Home Country or Usual Country of Residence. (This exception shall not apply to Insured Person who is out of Hong Kong.)
5. Any expense for Insured Persons who are travelling outside their Home Country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
6. Any expense for medical evacuation or repatriation if the Insured Person is not suffering from a Serious Medical Condition, and / or in the opinion of the physician from Worldwide Emergency Assistance, the Insured Person can be adequately treated locally, or treatment can be reasonably delayed until the Insured Person returns to his / her Usual Country of Residence.
7. Any expense for medical evacuation or repatriation where the Insured Person, in the opinion of the physician from Worldwide Emergency Assistance, can travel as an ordinary passenger without a medical escort.

8. Any treatment or expense related to childbirth, miscarriage or pregnancy.
9. Any expense related to accident or injury occurring while the Insured Person is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
10. Any expense incurred for emotional, mental or psychiatric illness.
11. Any expense incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
12. Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
13. Any expense related to the Insured Person engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
14. Any expenses related to the Insured Person engaging in the commission of, or the attempt to commit, an unlawful act.
15. Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
16. Any expense incurred as a result of the Insured Person engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
17. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war.

Act of Terrorism refers to an act, including but not limited to the use of force or violence and / or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear.

18. Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
19. Any expense in respect of the Insured Person more than 70 years old at the date of intervention.
20. Any expense which is a direct result of nuclear reaction or radiation.

CONDITIONS (Applicable to Section 5)

1. In the Event of an Emergency

The Insured Person or his / her representative must call the Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 3122 2174, reverse charge before undertaking any personal action or payment. The Insured Person or his / her representative is required to state:

- a. The Insured Person's name;
- b. The Insured Person's Policy Number;
- c. Nature of injury or sickness;
- d. Details of attending doctor, if available; and
- e. Present location and contact particulars.

2. Medical Authorisation

The Company through Worldwide Emergency Assistance shall evacuate or repatriate the Insured Person only when medical authorisation from the attending doctor and the Worldwide Emergency Assistance medical advisors certify that an evacuation or a repatriation is necessary.

3. Cooperation

The Insured Person and / or his / her representative must cooperate fully with Worldwide Emergency Assistance medical advisors and / or its agents who shall have free and full access to the Insured Person to ascertain his / her condition. If the Insured Person and / or his / her representative unreasonably fails to cooperate, the Insured Person shall



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not be entitled to the above assistance and services.

4. In Good Faith

Worldwide Emergency Assistance shall undertake to provide all necessary assistance and services in good faith and shall make every possible attempt to perform as efficiently as possible but shall not be held liable for circumstances and conditions beyond its control.

5. Right of Recovery

In the event authorisation of payment and / or payment is made by the Company through Worldwide Emergency Assistance for a medical claim whereby policy liability is not engaged, the Company reserves the right to recover against the Insured Person for the full sum which the Company is liable to the medical institution which the Insured Person was admitted to.

6. Subrogation

Worldwide Emergency Assistance shall be subrogated up to the amount of services it has provided, to the rights and causes of action of the Insured Person against any party responsible for acts giving rise to injury or illness for which Worldwide Emergency Assistance renders assistance. When the services provided by Worldwide Emergency Assistance are covered in whole or part by any insurance policy or other health insurance plans, Worldwide Emergency Assistance shall be subrogated to the rights and causes of action of the Insured Person against said insurance policy or other insurance plans.

GENERAL CONDITIONS

1. POLICY CURRENCY

This Policy is issued in Hong Kong Currency.

2. FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy the Company shall have no liability in respect of such a claim.

3. CHANGE OF OCCUPATION

The Insured Person shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

4. RENEWAL PROCEDURE

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical mental defect or infirmity affecting the Insured Person.

5. POLICY NOT ASSIGNABLE

This Policy is not assignable and the Company 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 the Company.

6. BENEFITS PAYABLE

All benefits are payable to the Insured Person or his guardian named in the Schedule as the Insured if the age of the Insured Person is below 18. In the event of death of the Insured Person, the Company shall pay the benefits to the estate/legal representative of the Insured Person.

7. CLAIMS PROCEDURE

Immediate notice shall be given to the Company 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 the Company.

• Accidental Death

Death certificate presumed death proclaimed by court (for disappearance case).

• Permanent Disability

Certificate issued by a medical practitioner certifying the diagnosis and degree or severity of disability.

• Accidental Medical Expenses

Diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certified by the medical practitioner, bonsetter or acupuncturist, and receipt, hospital bill with itemised list / receipts issued by clinic, leave certificate from medical practitioner.

• Income Protection

Income proof such as pay slip, tax return or bank statement, leave certificate with statement of diagnosis from medical practitioner. For the self-employed, certification of period of hospitalisation.

• Hospitalisation Cash Allowance

Certification of period of hospitalisation diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certified by the medical practitioner.

8. PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such Certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body. The death of the Insured or the Insured Person shall be established by an official death certificate, or in the event of his disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming his death.

9. CANCELLATION

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

10. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. MINIMUM RETAINED PREMIUM CLAUSE

Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the insured after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$500 unless stated otherwise in the schedule or endorsement. ☹

Personal Information Collection Statement 收集個人資料聲明

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellations or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) 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, and 3) any members of the Federation by the Federation for any of the above or related purposes. Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Office, QBE Hongkong & Shanghai Insurance Limited, 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

閣下提供的資料，為本公司提供保險業務所需，並可能使用於：任何與保險或財務有關的產品或服務，或該等產品或服務的任何更改、變更、或續期；或任何索償，或該等索償的調查或分析；或行使任何代位權之用。以上資料，及可能轉移予：1) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；2) 現存或不時成立之任何保險公司協會或聯會或類同組織（聯會），以達到任何上述或有關目的，或以便聯會執行其監管職能，或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能；及3) 或透過聯會轉移予任何聯會的會員，以達到任何上述或有關目的。此外，本公司亦備此項授權由聯會從保險業內收集的資料中查閱及/或核對閣下任何資料。閣下有權查閱及要求更正由本公司持有有關閣下的個人資料。如有需要查閱，可用書面寄香港鰂魚涌英皇道979號太古坊和城大廈西翼17樓（電話：2877 8488，圖文傳真：3607 0300）向本公司行政事務主任提出。

UWD.PPA.V1-1.9.910



® Sun Flower Insurance Brokers Limited

Placing through Sun Flower Insurance Agency Limited

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.



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