



**GENERALI**  
 Assicurazioni Generali S.p.A.

忠利保險有限公司

## CHINA MEDICAL GUARANTEE CARD INSURANCE POLICY

Please read this insurance carefully and see that it meets your requirements.

If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.

The China Medical Guarantee Card Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as "this Policy".

Item A	-	Medical Expenses (Inpatient)
Item B	-	Personal Accident
Item C	-	Emergency Medical Evacuation
Item D	-	Return of Mortal Remains
Item E	-	Burns Benefit
Item F	-	Hospital Allowance
Item G	-	Care Visit
Item H	-	Child Escort
Item I	-	Personal Liability

The insurance coverage is stated in the COVER of this Policy and is further subject to the DEFINITIONS, the PROVISIONS, the EXCLUSIONS and the CONDITIONS.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum or Amendment hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

Policy Form Code : ICM / 201401

In consideration of the statements made in the Proposal, which will be the basis of this Policy and is deemed to be incorporated herein, and of the due payment of the Premium and subject to all the exclusions, conditions, and other terms of this Policy (hereinafter collectively referred to as "Terms of this Policy"), the Company hereby insures the Insured named in the Schedule against Loss resulting from a Bodily Injury or Sickness occurs within the PRC during the Period of Insurance. The Company will not pay any benefit hereunder for any loss that is directly or indirectly caused by sickness, disease or any of the exclusions listed in the EXCLUSIONS of this Policy.

Subject to Clause [2] of the CONDITIONS, this Policy will become effective and commence (at 12:00 a.m., Hong Kong time) on the first date of the Period of Insurance as shown in the Schedule. It will be in force in accordance with and subject to the Terms of this Policy for the Period of Insurance.

In witness whereof, the Company has issued this Policy at Hong Kong. This Policy will not be binding upon the Company unless the Schedule attached hereto is signed by an authorised representative of the Company.

### Period of Coverage

The insurance afforded to an Insured Person shall apply only to loss described and defined in the Insurance Items of this Policy which is sustained by such Insured Person while traveling in the People's Republic of China (The PRC) excluding Hong Kong and Taiwan on a business or leisure trip and provided that he/she is a Hong Kong resident.

### DEFINITIONS

Certain words in this Policy have special meanings. These words have the same meaning wherever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate part of this Policy.

**A Second Degree Burn**  
 means both the epidermis and the underlying dermis are damaged.

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

**Accident, Accidental**  
 means sudden and unforeseen event which happens unexpectedly and causes Bodily Injury to the Insured Person.

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

**Bodily Injury**  
 means bodily injury to the Insured Person caused by an Accident solely and independently of any other causes.

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

**Covered Trip**  
 means the traveling period which commences when the Insured leaves any Hong Kong immigration counter and travels to PRC, and ceases at earlier of the expiry of the Period of Insurance specified in the Schedule; or on the Insured's arrival at the immigration counter to leave PRC, whichever occurs first.

**Death**  
 means death to the Insured Person caused by an Accident solely and independently of any other causes.

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

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

**Hong Kong**  
 means the Hong Kong Special Administrative Region. If a Covered Trip does not originate from the Hong Kong Special Administrative Region, the term Hong Kong shall be understood to mean the Insured's place of departure, subject to the Company's consents.

**Hospital**  
 means institution lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having twenty-four (24) hours per day nursing services by legally qualified registered nurses and medical supervision under legally qualified Registered Medical Practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts.

**Immediate Family Member**  
 means the Insured Person's spouse, parents, parents-in-law, grandparents, sons, daughters, brothers or sisters.

**Indemnity**  
 means amounts the Insured shall be legally obligated to pay to an injured party for (a) loss or damage to property of others; (b) expenses incurred for first aid or land/marine ambulance service; or (c) expenses incurred in the conduct of suit, lawyer's fees for arbitration, compromise or conciliation, all incurred by the Insured with the consent of the Company.

**Insured Person**  
 means the person named in the Schedule as "Insured Person", and in the Proposal Form as "Person to be Insured" or "Additional Person to be Insured".

**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**  
 means complete blindness which is Permanent and incurable.

**Loss of Speech**  
 means the inability to articulate any three of the four sounds which contribute to speech, as follows: the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds. Loss of Speech also means total loss of use of vocal cords or damage to the 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.

**Period of Insurance**  
 means the period specified in the Schedule including any renewal period agreed by the Company.

**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 Disability**  
 means total and permanent disability that prevents the Insured Person from attending to the Occupation or Profession for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience, or if the Insured Person has no business or occupation, from attending to any duties which would normally be carried out by the Insured Person in his/her daily life. Such disability must occur and continue for twelve (12) consecutive months of the date of Accident. This condition must be certified by a Registered Medical Practitioner and be proved to the Company's satisfaction to be permanent.

**PRC**  
means the People's Republic of China except Hong Kong, Special Administrative Region and Macau Special Administrative Region.

**Pre-Existing Conditions**  
means any Sickness, disease, or other conditions of the Insured Person which in the six (6) months period before the Departure Date of the first insured Covered Trip, then in the thirty (30) days period before the Departure Date of the insured Covered Trip afterwards; (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; (b) required the taking of prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescriptions or; (c) was treated by a Registered Medical Practitioner or treatment had been recommended by a Registered Medical Practitioner.

**Program Medical Advisor**  
means International SOS (HK) Ltd. Or its authorized representatives.

**Proposal**  
means signed proposal form, any declaration and information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

**Public Common Carrier**  
means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

**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 or 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.

**Schedule**  
means the Schedule attached to and incorporated in this Policy.

**Sickness**  
means illness or disease first contracted and commenced during the Covered Trip in the PRC.

**Transfer**  
means the least expensive means of scheduled Public Common Carrier transportation available and necessary to effect Emergency Medical Evacuation, Return of Mortal Remains, Care Visit or Child Escort for the Insured, as per Sections C, D, G and H.

**Transfer Expenses**  
means direct out of pocket expenses determined to be reasonable and necessary to provide the Insured with Emergency Medical Evacuation, Return of Mortal Remains, Care Visit or Child Escort services, less any monies refundable for the original return fare, as per Sections C, D, G and H.

**Travel Provider**  
means a firm in the travel industry that arranges travel for a fee.

**War**  
means war, whether declared or not, any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## COVER

### Item A - Medical Expenses (In-Patient)

If the Insured Person suffers Bodily Injury or Sickness during the Period of Insurance in PRC that necessitates medical or surgical treatments, the Company will, in accordance with the Principal Sum stated in the Schedule, pay the actual medical expenses necessarily and reasonably incurred by the Insured Person where treatments are carried out in the PRC Hospital including the expense of medical treatments and medical supplies, surgical operations, nursing care, dental treatments, physiotherapy and ambulance services received as a registered in-patient;

#### Follow-up medical expenses

In the event of the Insured Person sustaining Bodily Injury or Sickness during the Period of Insurance that necessitates treatments carried out after returning to Hong Kong, and for which treatment has been initially sought in PRC, will be covered up to 90 days only when further confinement in a Hospital is necessary. The Company will, subject to the terms, the exclusions and the conditions, pay for the necessary and reasonable treatment expenses up to 1) the balance of the unused portion of the Principal Sum for treatment of a Bodily Injury, or 2) 30% of the unused portion of the Principal Sum for treatment of a Sickness.

#### PROVISION (under Item A)

- If the Insured Person is entitled to benefit payable under any other sources or insurance policies, the benefit payable will be limited to the balance of expenses not covered by such other sources or insurance policies.
- No benefit will be payable unless the expenses are supported by official statement or accounts and official receipts from the legally qualified and Registered Medical Practitioner, clinic, diagnostic laboratory or Hospital.
- The total amount payable by the Company under this section will not exceed 100% of the Principal Sum stated in the Schedule.

### Item B - Personal Accident

If within twelve (12) consecutive months from the date of accident on which the Bodily Injury, as a result of a covered accident solely and independently of any other cause happens and results in the death, Loss or Disability of the Insured, the Company will, subject to the Terms of this Policy, pay the Principal Sum stated in the Schedule here-in-attached to the Beneficiary.

EVENT	Percentage of Capital Sum
1. Loss of Life	100%
2. Permanent Total Disability	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%
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 or 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%
(e) two Left Joints	7.5%
(f) 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 - 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 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 9 to 18 inclusive.	

#### PROVISION (under Item B)

- Exposure and Disappearance**  
If the body of the Insured Person disappears has not been found within twelve (12) consecutive months as a direct result of disappearance, sinking or wrecking of the common carrier aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling as a fare-paying passenger during the Period of Insurance and the body of the Insured Person has not been found within twelve (12) months of the date of disappearance, the Death of the Insured Person as the sole and direct result of such Accident may reasonably be presumed upon receipt of evidence to the Company's satisfaction. The Company will then pay the benefit under Item 1 provided that the Insured Person's legal personal representatives or the beneficiary will sign an undertaking to refund the benefit to the Company should the Insured Person be subsequently found to be living.
- Compensation shall not payable for more than one of above Events in respect of the same Injury. Should more than one of the Events occur form the same Injury, the Company will only be liable for the one Event of greater or greatest compensation.
- The insurance of any Insured Person shall be terminated upon occurrence of any loss for which indemnity is payable under any one of the above Events 1 to 10, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.
- In cases where the Insured Person is left-handed, the compensation percentage in Events 13 to 16 shall be reversed whereby the greater compensation percentage shall apply to the left hand and parts thereof.

### Item C - Emergency Medical Evacuation

If during the Period of Insurance, the Insured sustains Bodily Injury or Sickness and requires Emergency Medical Treatment not available locally, the Company will subject to the Terms of this Policy, pay the expenses incurred if it becomes medically necessary to transfer the Insured to a more appropriate Medical Facility, or return to Hong Kong if necessary, less any monies refundable from the original return airfare. In respect of medical evacuation, the services must be approved by the Program Medical Advisor.

No benefit will be payable if such expenses are recoverable from any other sources or insurance policies.

### Item D - Repatriation of Mortal Remains

If during the Period of Insurance the Insured dies as a result of Bodily Injury or Sickness, the Company will pay the repatriation expenses necessarily and reasonably incurred to transfer the mortal remains to Hong Kong in respect of the death of the Insured for whom benefit is payable under Item 1 - Accidental Death. In respect of repatriation, the services must be approved by the Program Medical Advisor.

No benefit will be payable if such expenses are recoverable from any other sources or insurance policies.

### Item E - Burns Benefit

If during the Period of Insurance, the Insured sustains Bodily Injury and is diagnosed by a Registered Medical Practitioner to have suffered any of the Events listed hereunder, the Company will, subject to the Terms of this Policy, in respect of the following Events pay the percentage hereunder:

Events	Percentage of the Capital Sum
<b>Burns, Second Degree or Third Degree</b>	
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 will not be payable for more than one of the above Events in respect of the same Bodily Injury. Should more than one of the Events occur from the same Bodily Injury, the Company will only be liable for the greatest Compensation.

The Compensation payable for loss of life under Item B - Personal Accident, if any, will be reduced by any compensation payable under this Item E - Burns Benefit in respect of the same Bodily Injury.

#### Item F - Hospital Allowance

In the event of the Insured being confined to a Hospital in PRC and further confinement within a 90 days period after returning to Hong Kong as a registered in-patient for treatment of a Bodily Injury or Sickness, the Company will, subject to the Terms of this Policy, pay a daily hospitalization allowance of HK\$300 up to the Principal Sum stated in the Schedule for the Period of Insurance.

The Company will pay the allowance only if the period of hospitalization is longer than twenty-four (24) hours.

#### Item G - Compassionate Visit

If the Insured is hospitalized in PRC for over 24 hours, the Company will reimburse the Transfer Expenses to include a round-trip economy class air ticket and accommodation to bring one Immediate Family Member, or a person whose presence is necessary, chosen by the Insured, to the place of hospitalization, provided the Transfer is considered necessary by the Program Medical Advisor. The Company's liability for all Transfers as described above shall not exceed the maximum Principal Sum stated in the Schedule.

#### Item H - Child Escort

If the Insured is confined in a Hospital or death in PRC due to Bodily Injury or Sickness and the Insured's child(ren) aged below 17 years of age is left unattended, the Company will reimburse Transfer Expenses to include a one-way economy class air ticket, plus escort services, for the unattended child to return to Hong Kong, provided the Transfer is considered necessary by the Program Medical Advisor. The Company's liability for all Transfers as described above shall not exceed the maximum Principal Sum stated in the Schedule.

#### Item I - Personal Liability

The Company will pay the Indemnity for damages which the Insured becomes legally liable to pay because of bodily injury to any other person or destruction of property of others caused by an Accident occurring during the Period of Insurance. The Company will indemnify the Insured up to the Principal Sum for legal liability to a third party because of death, or Bodily Injury, has the accidental loss of or damage to property of a third person when travelling in PRC. The Insured must not make any offer or promise of payment or admit his/her fault to any other party or become involved in any litigation without the Company's prior written approval. The Company has the right to take over the conduct of any proceeding, settle or defend the claim on behalf of the Insured.

#### Exclusions (applicable to all Sections)

This Policy will not cover Death, Disabilities, Bodily Injury, medical expenses, loss of income or other expenses arising directly or indirectly from:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion.
- b) ionizing, radiation or contamination by radioactivity from any nuclear fuel, from any nuclear waste, from the combustion of nuclear fuel.
- c) committing crime, taking part in unlawful act or illegal activity, resistance to arrest or fighting of any kind (except in bona fide self-defense).
- d) suicide, attempted suicide, intentional self-injury or wilful exposure to danger (other than in an attempt to save human life).
- e) Human Immunodeficiency Virus (HIV), HIV related illness including Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), any mutant derivatives or variations however caused.
- f) Any Pre-Existing, congenital and heredity condition.
- g) mental defect or infirmity of any kind.
- h) pregnancy, miscarriage, childbirth or complications arising from any of them.
- i) engaging in regular or temporary service or duty with any disciplinary forces, military, naval, air force or armed force services of any kind.
- j) flying or taking part in any other aerial activities except whilst travelling 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.
- k) engaging in any kind of sport in a professional capacity or where the Insured Person would or could earn any income or remuneration from engaging in such kind of sport, racing of any kind (except on foot) or mountaineering and competition.
- l) any stationing in PRC for the purpose of obtaining medical treatment or services.
- m) engaging in hazardous work including but not limited to construction work, offshore drilling, mineral extraction, handling of explosives and aerial photography.

#### CONDITIONS

##### 1) Entire Contract and Changes

This Policy, including the Schedule, the Proposal, the Endorsement and any other documents attached hereto, constitute the entire contract of insurance. No change in this Policy will be valid unless and until approved by the Company in writing and unless such approval is endorsed hereon or attached hereto. No agent of the Company has authority to change this Policy or to waive any of its provisions.

##### 2) Premium Payment and Period of Cover

The Premium is due and payable on the Effective Date by the Insured. This Policy will not be valid and binding unless and until the Premium has been promptly and duly paid to the Company. Subject to cancellation of this Policy by either the Company or the Insured in accordance with Clauses [15] or [16] of the CONDITIONS, this Policy will be valid for the Period of Insurance. For the avoidance of doubt, this Policy remains valid and in force during the grace period provided for under Clause [19] of the CONDITIONS.

##### 3) Maximum Period of Coverage Days for Each Journey

The maximum period of travel for each journey cannot exceed one hundred and eighty(180) days.

##### 4) Reinstatement of Policy

If default occurs on the payment of the Premium, subject to Clause [19] of the CONDITIONS, the subsequent acceptance of the Premium by the Company, within six (6) months when the Premium falls due, will reinstate this Policy. However, if the Company requires an application for reinstatement, this Policy will be reinstated upon approval of such application by the Company, but only to cover Loss resulting from a Bodily Injury thereafter sustained. Reinstatement will be conditional upon satisfactory written proof submitted to the Company that the Insured is insurable on the same basis as when this Policy was first issued.

##### 5) Notices

The Insured will

- a) give immediate written notice to the Company of any change in name, the City of Residence, or the Occupation stated in the Schedule;
- b) notify the Company before renewal of this Policy of any Bodily Injury, sickness, disease, physical defect or infirmity, or health condition of which the Insured has become aware of during the Period of Insurance.

In consideration of the above changes, the Company may require the Insured to pay an additional Premium. If the Insured refuses to pay any additional Premium, all the coverage provided by this Policy will cease immediately on the day of such change.

If the Insured does not advise the Company of such change, no benefit will be payable under this Policy in respect of any claim arising out of or in the course of such change.

##### 6) Notice of Claim

In case of a Bodily Injury which may give rise to a claim under this Policy, written notice must be given to the Company as soon as reasonably possible, and in any event within thirty (30) days after the date of accident causing such Bodily Injury. The Insured must as early as possible place himself/herself under the care of a Registered Medical Practitioner. In the event of the death due to a Bodily Injury, immediate notice thereof must be given to the Company by the Beneficiary and reasonable notice must be given to the Company before interment or cremation. The results of any post-mortem examination or inquest should also be forwarded to the Company.

##### 7) Sufficiency of Notice

Notice sent and payments made to the Company must be sent to the Hong Kong address of the Company stated in this Policy or as otherwise notified by the Company from time to time. Notice given by or on behalf of the Insured or Beneficiary as the case may be, to the Company with information sufficient to identify the Insured, will be deemed to be a valid notice.

##### 8) Claim Forms

The Company, upon receipt of a notice of claim under this Policy, will have the right to request the Insured to submit a claim form (as prescribed by the Company) for the purposes of filing proof of Loss. If the Company has not requested for the submission of such claim form within fifteen (15) days of the receipt of the notice of claims, the Insured will be deemed to have complied with the time limit for claims notification. For the avoidance of doubt, the Insured is still obliged to provide satisfactory evidence in support of his/her claim as may be requested by the Company from time to time.

##### 9) Claims and Proof of Loss

The Insured will at his/her own expense provide to the Company such certificate, information and evidence as the Company may from time to time require in connection with any claim under this Policy and in the form prescribed by the Company. Written proof of Loss must be furnished to the Company at its said office as follows:

- a) in case of a claim for loss of time from disability within ninety (90) days after the termination of the period for which the Company is liable;
- b) in case of any other claims, within one hundred and eighty(180) days after the date of such Loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is subsequently furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity, later than twelve(12) months from the time written proof of Loss is otherwise required.

##### 10) Time of Payment of Claims

For any benefits payable under this Policy, such payments should be made within thirty (30) days after the claim has been approved by the Company subsequent to the receipt of satisfactory proof of Loss and the results of any investigations or medical examinations in relation to the claim. For the avoidance of doubt, the submission of satisfactory proof of Loss is condition precedent to the Company's liability to make any payment of benefit under this Policy.

##### 11) Payment of Claims

Subject to the Terms of this Policy, the Principal Sum will be payable to the Beneficiary designated in the Proposal in respect of the death of the Insured. If no such designation or provision is then effective, such Principal Sum will be payable to the estate of the Insured. Any other accrued benefits unpaid at the Insured's death may, at the option of the Company, be paid either to the Beneficiary (if such designation remains valid and effective) or to the Insured's estate. All other benefits under this Policy will be payable to the Insured. The receipt of the Insured or of his/her legal personal representative, or of any Beneficiary effectively designated by the Insured at the time of death, in respect of any benefit payable under this Policy will be a full and effectual discharge of all liability of the Company.

##### 12) Medical Examinations and Autopsy

The Company at its own expense will have the right to request the Insured to attend medical examinations arranged by it when and as often as it may reasonably require when a claim is still pending hereunder. The Company at its expense will have the right to make an autopsy in case of the death of the Insured where it is not forbidden by law before it is liable to pay any benefit hereunder.

##### 13) Legal Actions

No action at law or in equity will be brought against the Company to recover any benefit payable under 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 will be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

#### 14) Assignment and Beneficiary Change

No assignment of interest under this Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Company. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this Policy shall bind the Company, unless consent thereto is formally endorsed herein by the Company.

#### 15) Beneficiary

The Amount of Benefit of death will be paid to the Insured Person's legal estate. All other Amounts of Benefit are paid to the Insured Person, except the Amount of Benefit payable under Coverage Items C, D, G and H which are paid to International SOS or other provider of services rendered to the Insured Person.

#### 16) Age Limit

The Insured must be between seventieth (17) to seventy-two (72) years old at the inception of this Policy.

#### 17) Cancellation

a) The Company may cancel this Policy at any time by giving thirty-one (31) days prior notice in writing to the Insured. Such notice will be delivered or sent (by ordinary prepaid post) to the address of the Insured last notified to the Company.

b) The Company will be entitled to cancel this Policy at any time with immediate effect in the event of fraud, material misstatement, concealment or breach of utmost good faith on the part of the Insured in connection with a claim submitted to the Company or any other matters affecting or in relation to the underwriting of this Policy or any other policy issued by the Company to the Insured.

c) In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto.

d) The Company will not allow any refund of premium once coverage under any Item of this Policy has become operative.

e) Upon the death of the Insured Person as provided under Item 2 - Personal Accident, or upon the payment of 100% of benefits as provided for Permanent Disability, under Item 2 of this Policy.

#### 18) Renewal Conditions

The Company will have full discretion to, decide whether it will invite renewal of this Policy and if it does so, the Company will have the right to decide the terms and premium for such renewal. A notice inviting renewal may be sent to the Insured before the expiry of the Period of Insurance failing which the cover under this Policy will lapse at the expiry of the Period of Insurance and Clause [19] of the CONDITIONS will not be applicable. This Policy will lapse absolutely upon the expiry of the Period of Insurance notwithstanding the foregoing and Clause [19] of the CONDITIONS if during the Period of Insurance, the Insured has attained the age of seventy-two (72).

#### 19) Grace Period

A grace period of thirty-one (31) days will be granted from the date when the Premium for the renewal thereof falls due. This Policy will remain in force during the grace period notwithstanding any outstanding Premium thereof. Upon the expiry of the grace period, this Policy will automatically lapse if the Premium due remains unpaid. Notwithstanding the foregoing, the grace period will not apply if, at least seven (7) days before the expiry of the Period of Insurance, the Company mails or delivers a written notice to the Insured informing him/her that the Company will not renew this Policy. For the avoidance of doubt, if the Insured suffers a Bodily Injury or loss covered under this Policy during the grace period, the Company will be liable for the payment of benefit under this Policy in accordance with the Terms of this Policy net of any premiums due and unpaid.

#### 20) Governing Law

This Policy will be governed by and interpreted in accordance with the laws of Hong Kong. The indemnity provided by this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

#### 21) Fraud

Any fraud, misstatement or concealment either in the Proposal and declaration on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim under this Policy will render this Policy null and void and all claims, Premiums or any part thereof paid hereunder will be forfeited.

#### 22) Arbitration

If any difference arises as to the amount to be paid under this Policy, such difference will be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice will be referred to the Chairman for the time being of the Hong Kong Federation of Insurers. It is hereby expressly stipulated that it will be a condition precedent to any right of action or suit upon this Policy that an arbitration award will be first obtained. If reference to arbitration have not been made within twelve (12) months of the first notice of the difference, the Insured will for all purposes be deemed to have waived all claims in connection with or arising out of the said difference.

#### 23) Duplicate Coverage

If an Insured Person purchases more than one Generali China Medical Guarantee Card Insurance Policy, then the Company will only be liable to pay for one covered loss under all such policies, whichever is the highest.

#### 24) Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all of the Insured Person's rights of recovery 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 for the Company. The Insured Person shall take no action after the loss to prejudice such rights.

#### 25) Miscellaneous

a) All Premium payments and benefits payable under this Policy will be paid in Hong Kong dollars. The benefit payable under this Policy will not carry any interest. Clerical errors by the Company will not invalidate the insurance cover otherwise validly in force, or vice versa.

b) The headings in this Policy are for convenience only and will not affect the construction or meanings of the terms hereof.

#### 26) Card Replacement

In the event of any damage, loss or stolen of Generali China Medical Guarantee Card, the Company may, at its discretion, issue replacement card and charge HK\$30.00 handling fee for each card. Such handling fee shall be revised from time to time and subject to the Company's latest announcement.

International SOS Assistance Services

For any emergency, please call to Hong Kong Alarm Center: (852) 3187 6889

#### 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), policyowner(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 (including, but not limited to, direct 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, 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")) and/or third parties selected by the Company;
  - (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) any purposes relating thereto.
- (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, its Affiliated Companies and/or third parties selected by the Company;
  - (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;
  - (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 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.

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.