

Business AccidentCare

The Policy

Please read this Policy carefully to see that it meets your requirements

This Policy the Policy Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

1. The Insured has applied to the Company for Insurance pursuant to an Application Form and has paid or agreed to pay the premium as consideration for such Insurance.
2. The Company has agreed to provide insurance cover to the Insured and Insured Persons for those risks insured against on the basis of the Terms and Conditions contained in this Policy and to the extent and in the manner stated in the Policy Schedule.
3. This Policy and the Application Form and the declaration and authorization contained therein, shall form basis of the contract between the Company and the Insured.

Attach Policy Schedule

PART 1 Schedule of Benefits

Section 1 - Benefit for Accidental Injury or Death

If at any time during the Period of Insurance stated in the Policy Schedule, an Insured Person shall sustain any bodily injury caused by an Accident, which solely, directly and independently of any other cause shall result in death or disablement or necessitate medical or surgical treatment as hereunder defined, then the Company will pay the respective percentage of the Principal Sum Insured as set hereunder:

"Covered Event"	Compensation of Principal Sum insured
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs.....	100%
4. Permanent total Loss of Sight of both eyes	100%
of one eye.....	100%
5. Loss of or the Permanent total Loss of Use of one or two limbs	100%
6. Loss of speech and hearing	100%
7. Permanent and incurable insanity	100%
8. Permanent total loss of hearing in (a) both ears	75%
(b) one ear	15%
9. Permanent total loss of the lens of one eye	50%
10. Loss of speech	50%
11. Loss of or the Permanent total Loss of Use of four fingers and thumb of (a) right hand	70%
(b) left hand	50%
12. Loss of or the Permanent total Loss of Use of four fingers of (a) right hand	40%
(b) left hand	30%
13. 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%

14. Loss of or the Permanent total Loss of Use of fingers	
(a) three right joints	10%
(b) two right joints	7.5%
(c) one right joint	5%
(d) three left joints	7.5%
(e) two left joints	5%
(f) one left joint	2%
15. Loss of or the Permanent total Loss of Use of toes	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - joint	3%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5cm	7.5%
18. Permanent Total Disablement not otherwise provided for under Covered Events 4 to 17 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 Covered Events 8 to 17 inclusive.	
19. Major Burns caused only by the agent of heat resulting in Second Degree or Third Degree Burns on either	
30% or more of total body surface	30%
50% or more of total facial surface	15%

Provisions applicable to Section 1

1. The Company shall not pay more than 100% of the Principal Sum Insured under Section 1 except as provided under Provision 4.
2. In respect of any benefit paid or for which payment has been admitted under Covered Events 1 to 7, the Company shall not be further liable during the Period of Insurance in respect of the same Insured Person for any injury sustained thereafter.
3. If an Insured Person is left-handed and has specifically mentioned this to the Company, the percentages set out for Covered Events 11 to 14 for the various disabilities of right hand and left hand will be transposed.
4. The Company shall pay 200% of the Principal Sum Insured, in respect of any sums payable for Covered Events 1-7 under Section 1 of Part 1 for losses due to Accidental Injury sustained while riding as a fare-paying passenger in any Common Carrier or whilst travelling in any Private Car.
5. Provision applicable to Major Burns only
Should more than one of the above Covered Events occur from the same Accident, the Company shall only be liable to pay the total amount payable under Covered Events 8 to 17 or the amount payable under Covered Events 19 whichever shall be greater.
6. Exposure
When, by reason of an Accident, an Insured Person is exposed to violent and severe or prolonged weather conditions and, as a result of such exposure, suffers Accidental Death or Accidental Injury, such death or injury shall, subject to the provisions of this Policy, be covered hereunder.

7. Disappearance

If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Common Carrier in which such Insured Person was a fare-paying passenger, the Insured Person shall be presumed to have suffered Accidental Death as a result of Accidental Injury on the date of the aforesaid occurrence, subject to the provisions this Policy. However, if at any time after payment of benefit for the Accidental Death benefit, the Insured Person is found to be alive, such benefit paid shall be immediately refunded to the Company.

8. Toxic Fumes and Gases

If an Insured Person suffers Accidental Death or any Accidental Injury arising from the inhalation or consumption of gas, toxic fumes or other substances, provided that such incident shall, independently of any other cause be the sole and direct cause, such death or injury, shall subject to the provisions of this Policy, be covered hereunder.

Section 2 - Accident Medical Expenses

If the Insured Person shall sustain any bodily injury caused by an Accident during the Period of Insurance necessitating medical treatment such as Hospital Confinement, the Company will indemnify the Insured Person for the necessary and reasonable medical expenses incurred. In respect of non-Inpatient treatments, the maximum liability of the Company shall not exceed HK\$150 per visit per day and the limit set out in the Policy Schedule during the Period of Insurance.

For the purpose of this Policy, 'medical expenses' shall mean the actual expenses paid by the Insured Person to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and caused by Accidental Injury to sound natural teeth. Such 'medical expenses' should not include expenses incurred for any treatment or services received in respect of sickness or disease.

Section 3 - Expenses for Chinese Bone-setting, Acupuncturist, or Physiotherapy Treatment

If the Insured Person shall sustain any bodily injury caused by an Accident during the Period of Insurance, the Company will also indemnify the Insured Person for the medical expenses incurred and paid to a Chinese bonesetter or acupuncturist or physiotherapist provided that the maximum liability of the Company shall not exceed HK\$100 per visit per day per Insured Person and the maximum limit set out in the Policy Schedule during the Period of Insurance.

Provisions applicable to Section 2 and Section 3

1. 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.
2. No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

No expenses will be payable if claim is directly or indirectly caused by or resulting from vaccination and immunisation for a routine physical or any other examination where there are no objective indications or impairments in normal health.

Section 4 - Credit Card Protection

Should an Accident result in the Accidental Death of an Insured Person, the Company will pay up to HK\$10,000 in aggregate for any outstanding balance payable under that Insured Person's credit card(s) for items and sundries charged to such cards during the Period of Insurance.

Provisions Applicable to Section 4

No benefits will be paid:

1. for any interest accrued or financial charges;
2. for any outstanding balance charged to the subsidiary credit card(s) of an Insured Person;
3. if the Insured Person is entitled to similar coverage under any other insurance policy;
4. if the Insured Person is under 17 years of age.

Section 5 - Accident Emergency Medical Evacuation

If, during the Period of Insurance, an Insured Person sustains serious Accidental Injury outside the Hong Kong SAR requiring immediate treatment and if adequate medical facilities are not available at the place where the Accident occurred, it is judged medically appropriate to move the Insured Person to the nearest location capable of providing adequate medical care, or to return the Insured Person to the Hong Kong SAR, the Company will procure that Worldwide Emergency Assistance will arrange for the evacuation utilising the best suited means.

In event of an emergency, the Insured Person can call from anywhere in the world on:

Tel: (852) 2528 9333

The Insured Person will be required to provide the following details: the name of the Policyholder, the number of the Policy and the name of the Insured Person(s).

The means of evacuation arranged by Worldwide Emergency Assistance may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by Worldwide Emergency Assistance and will be based solely upon medical necessity.

Covered expenses are expenses for services provided and/or arranged by Worldwide Emergency Assistance for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of an Insured Person and subject to a maximum of HK\$50,000 per Accident.

Further, all Insured Persons are eligible to the following hotline information and services (the "access services") before starting or during his/her journey outside the Hong Kong SAR:

1. Medical service provider referral
2. Arrangement of appointment with doctors
3. Arrangement of hospital admission
4. Inoculation and visa requirement information
5. Legal referral
6. Embassy referral
7. Emergency message transmission assistance

8. Emergency travel assistance
9. Weather information, exchange rate information, translation and lost luggage assistance

The above hotline "access services" are provided purely on an information and arrangement basis only. Worldwide Emergency Assistance shall not be responsible for any third party expenses which shall be the sole responsibility of the Insured Person.

Provisions Applicable to Section 5

No benefits will be paid for:

1. any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip outside the Hong Kong SAR;
2. any expenses for a service not approved and arranged by Worldwide Emergency Assistance;
3. evacuation expenses relating to any Pre-existing Condition; any expenses incurred by an Insured Person who travels outside of the Hong Kong SAR 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.

The professionals to whom an Insured Person is referred, by Worldwide Emergency Assistance under "access services" are to be responsible for their own acts as independent contracts and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of these professionals such as, and not limited to, physicians, hospitals and clinics.

Section 6 - Contribution to Funeral Expenses

In the event of the Accidental Death of an Insured Person, the Company will pay up to HK\$10,000 in respect of any funeral expenses.

Provisions Applicable to Section 6

Benefits under this section shall be paid directly to the funeral home and only upon receipt of supporting documentation.

Section 7 - Coma Benefit

In the event of Accidental Injury sustained by an Insured Person which results in the continuous unconscious state of the Insured Person, the Company will pay up to HK\$500 for each full week of continuous unconsciousness.

Provisions Applicable to Section 7

Benefit will be paid:

1. when the Insured Person is under regular care and attendance of a Physician; and
2. from the eighth day of the Insured Person sustaining continuous unconscious state up to a period not exceeding 52 weeks consequent upon any Accidental Injury resulting from any one Accident.

Section 8 - Professional Counselling Costs

If an Insured Person suffers emotional stress necessitating professional counselling after sustaining an Accidental Injury recoverable under this Policy the Company will indemnify such counselling costs up to a maximum of HK\$5,000.

Provisions Applicable to Section 8

This benefit will be payable only if the professional counselling is recommended by a Physician and agreed by the Company.

General Provisions Applicable to Part 1

1. Compensation shall not be payable unless the Insured Person shall as soon as reasonably practicable after the happening of any Accidental Injury giving rise to a claim under this Policy procure and follow proper medical advice from a Physician.
2. If, at the time of the Accident, an Insured Person has already suffered the amputation of or lost the use of a hand, arm, foot or leg or has lost the sight of one or both eyes, such loss shall not be included in assessing any benefit payable under this Policy.
3. The benefits payable under Section 1 of Part 1 will be payable in addition to any other insurance benefits to which an Insured Person may be entitled.
4. No benefit will be payable unless the Accidental Death or the Permanent Total Disablement occurs within 12 months of the date of the Accidental Injury.

The benefits payable under Sections 2, 3, 4, 5, 6, 7 and 8 will be payable in addition to any benefits payable under Section 1 of Part 1.

PART 2 Definitions

1. 'Accident' shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature that shall independently of any other cause, be the sole and direct cause of bodily injury.
2. 'Accidental Death' means death occurring after the date of the relevant Accident and directly and independently resulting from Accidental Injury.
3. 'Accidental Injury' means bodily injury sustained by an Insured Person, whilst this Policy is in force, solely and directly by accidental violent, external and visible means and independently of any other cause and which shall within 12 calendar months result in death or disablement or necessitate medical or surgical treatment.
4. 'Common Carrier' means any bus, coach, taxi, ferry, hotel car, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
5. 'Company' means AXA General Insurance Hong Kong Limited.

6. 'Confinement' means confinement to a Hospital as a Resident Inpatient on the advice of and under the regular care and attendance of a Physician.
7. 'Construction Site' shall have the same meaning as defined in the Construction Sites (Safety) Regulations or any amendments thereto. It generally means a place where construction work is undertaken and also any area in the immediate vicinity of any such place which is used for the storage of materials or plant used or intended to be used for the purpose of the construction work. Construction work shall have the same meaning as defined in the Factories and Industrial Undertakings Ordinance or any amendments thereto.
8. 'Hospital' means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and which:
 - (a) operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a Resident In-patient basis;
 - (b) admits Resident In-patients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
 - (c) maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
 - (d) provides full-time nursing service by and under the supervision of a staff of nurses; and
 - (e) employs a legally licensed physician in residence.

'Hospital' shall not include the following:

- (a) any mental institution; any institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - (b) any place for the aged; rest home; any place for drug addicts or alcoholics;
 - (c) any health hydro or nature cure clinic; nursing or convalescent home; special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, any convalescent, rehabilitation, extended care facility or rest home.
9. '**Inpatient**' means an Insured Person whose Hospital Confinement is as a resident bed patient and whose confinement is necessary for the medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
 10. '**Insured**' means the person in whose name this Policy is issued and who is named in the Policy Schedule.
 11. '**Insured Person**' means any eligible employee the Insured elects to enrol and to insure under this Policy and whose name is specifically stated in the Policy Schedule.
 12. '**Loss of Fingers or Toes**' means complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.
 13. '**Loss of Limb**' means loss by physical separation at or above the wrist or ankle joint.

14. **'Loss of Sight'** means the total and irrecoverable loss of all sight of an eye or eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
15. **'Loss of Use'** means total functional disablement and is treated like the total loss of said limb or organ.
16. **'Major Burns'** means major burns caused only by the agent of heat resulting in Second Degree or Third Degree Burns as diagnosed by a Medical Practitioner.
17. **'Medical Practitioner', 'Physician', 'Doctor'** means a practitioner of western medicine duly qualified and legally registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding a person who is the Insured Person himself or a relative of the Insured Person.
18. **'Permanent'** means lasting for 12 calendar months from the date of the Accident and at the expiry of that period being beyond hope of improvement.
19. **'Permanent Total Disablement'** means that after 12 calendar months of continuous total disability which has resulted from Accidental Injury an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of his life.
20. **'Policy'** means this Policy and **'Policyholder'** shall be construed accordingly.
21. **'Policy Schedule'** means the Policy schedule which is attached to and forms part of this Policy.
22. **'Pre-existing Condition'** means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs preceding the effective date of this Policy.
23. **'Private Car'** means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
24. **'Resident Inpatient'** means an Insured Person whose Hospital Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

PART 3 Exclusions

The insurance cover under this Policy does not apply to any claim arising directly or indirectly caused by or resulting from:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. Notwithstanding anything contained in this Exclusion No. 1 it is intended that this Policy will include Accidental Injury arising from the unlawful hijacking of any vessel, vehicle or aircraft upon which the Insured Person is travelling as a bona fide passenger. This Policy does not cover any unlawful hijacking directly or indirectly caused by, resulting from or in connection with any act of terrorism as defined under Exclusion No. 4 below.

2. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
3. Nuclear weapons material.
4. Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also applies to loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If this 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.

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

5. Engaging in duty with a fire service or disciplinary service or any armed force of any country or international authority.
6. Suicide, self-destruction, self-inflicted injury, or any attempt threat whether sane or insane.
7. 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.
8. Engaging in (or practising for or taking part in training peculiar to) hazardous activities including but not limited to:
 - (a) parachuting, hand gliding or any sports activities in connection with an aircraft,
 - (b) any kind of race (other than on foot, or swimming) including but not limited to horse-racing, motor rallies or competition, or trial or speed or reliability;
 - (c) diving to a depth of exceeding 40 meters;
 - (d) skeleton, luge, bobsleigh, bungee jumping; pot-holing, climbing or mountaineering necessitating the use of ropes or a guide; or
 - (e) aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.

9. The level of alcohol in the blood of the Insured Person whilst he is driving any kind of vehicle exceeds the legally permitted threshold.
10. The Insured Person having taken a drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for treatment of drug addiction.
11. Violation or attempted violation of the law or resistance to arrest; illegal act of an Insured Person or Insured Person's executors or administrators, legal heirs or personal representative.
12. Any kind of sickness or disease; bodily or mental infirmity, or medical or surgical treatment thereof, or bacteria or viral infection, howsoever it is contracted.
13. Venereal disease or Acquired Immune-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immune-deficiency Virus (HIV).
14. Childbirth or pregnancy or any Accidental Death or Accidental Injury associated with childbirth or pregnancy.
15. Engaging in any types of the works listed below as a result of any change of occupation or nature of his work after commencement of this Policy, whether on a temporary or permanent basis, he shall not be entitled to any benefits or indemnity under this Policy resulting from or caused directly or indirectly by an Accident which occurred during such engagement:
 1. Airline personnel or flying as a pilot or member of the crew of an aircraft for the purpose of undertaking any professional trade or technical operation therein or thereon.
 2. A bodyguard or private investigator, professional cash carrier, embezzlement and the like involved in providing security protection.
 3. A carpenter or furniture manufacturer, a chemical or petrochemical worker.
 4. A commercial driver of trucks, goods carrying vehicles, taxis, motor cycles and/or buses.
 5. A worker carrying out construction and/or maintenance, demolition, sub-aqueous work and the like on a Construction Site.
 6. A crew member aboard an ocean going vessel or a diver or a person working with compressed air.
 7. An installer, a repairer or a person involved in installation and/or maintenance of lifts or escalators.
 8. A jewellery salesperson.
 9. A jockey.
 10. A machine operator or repairer (portable home and office tools and appliance excluded).
 11. A manufacturer, producer or worker dealing with ammunitions, explosives or fireworks.
 12. A metal worker or welder.
 13. A miner or quarry worker or an underground worker.
 14. A personnel in a naval, military or air force service or operation, fire services or armed forces of any unit, country or international authority or any disciplinary services.

15. A person working in an entertainment or gambling establishment including but not limited to night-club, disco, karaoke club, sauna, bar and mahjong club.
 16. A person working with asbestos or marble.
 17. A person working at a height of 10 feet or higher from the ground or each floor level.
 18. An interior decorator.
 19. A professional sports person.
 20. A reporter or foreign correspondent working in war zones or regions of conflicts.
 21. A stevedore or a goods deliverer.
 22. A stunt person.
 23. A tour guide
 24. A person involving in fitting gas, water or electrical appliances.
16. Sanction Limitation and Exclusion Clause
- Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose insurers to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PART 4 Effective Date

This Policy shall become effective and commence on the date specified in the Policy Schedule.

PART 5 Termination

1. This Policy shall automatically terminate on the earliest of the following dates:
 - (a) If the premium under this Policy remains outstanding after auto-debit(s) have been made or attempted as authorized from the nominated HSBC account of the Insured stated on the Debit Advice, from the date on or following the last such auto-debit or attempted auto-debit as determined by the Company in its absolute discretion.
 - (b) The last date of the Period of Insurance specified in the Policy Schedule.
 - (c) In respect of an Insured Person, the earliest of:
 - (i) upon the happening of any event under Covered Events 1 to 7 under Section 1 of Part 1, the date at which such event triggers payment of 100% (or more) of the Principal Sum Insured stated on the Policy Schedule; and
 - (ii) the date the Insured Person takes up permanent residency outside of the Hong Kong SAR.

2. The Company may terminate this Policy by giving 7 days' prior written notice delivered to the Insured, or mailed to its last known address in the records of the Company, stating the date upon which such termination shall become effective. In the event of such termination, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured. Such termination shall be without prejudice to any claim notified prior thereto.
3. The Insured may also terminate this Policy at any time by giving 7 days' prior written notice to the Company. Such termination shall become effective after the notice is received by the Company. Provided that no claim has arisen during the Period of Insurance already covered by the annual premium concerned, the Insured shall be entitled to a partial refund of that premium paid as below:

Period covered (not exceeding)	Premium refund
4 months	50%
5 months	40%
6 months	30%
8 months	20%
Over 8 months	Nil

PART 6 General Policy Provisions

Additions

Any person becoming eligible after the date on which this Policy shall become effective may be added from time to time as a named Insured Person upon and subject to submission of a proposal for insurance by the Insured, proof of eligibility and insurability satisfactory to the Company and payment of the required additional premium. Insurance coverage for the additional person insured shall commence on the date of approval of such proposal by the Company, subject to any limitation set forth.

Age Limits

The insurance afforded under this Policy shall only apply to persons aged 16-65 inclusive. If the age of any Insured Person has been misstated, all amounts payable under this Policy shall be such as the Insured Person would have been entitled to at his correct age on the basis of the premium actually paid in respect of the period during which such Insured Person is eligible for coverage under this Policy. If the age of the Insured Person has been misstated, and if according to the correct age of the Insured Person, the coverage provided by this Policy would not have become effective, or would have ceased prior to the receipt of such premium by the Company, the liability of the Company during the period the Insured Person is not eligible for coverage under this Policy shall be limited to the refund, upon written request of the Insured Person, of all premium paid in respect of the period during which such Insured Person is not eligible for coverage under this Policy.

Arbitration

If any dispute relating to the amount payable under this Policy arises, such dispute shall, independently of all other disputes or issues (if any) be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case of disagreement between the arbitrators, the matter shall be referred to and decided by the umpire who shall have been appointed by the arbitrators in writing before entering on the reference and who shall sit with the arbitrators and preside at their meeting. The costs of reference and of the award shall be in the discretion of the arbitrator(s) or umpire making the award. It is hereby expressly stipulated and declared that, in the case of any dispute under this Policy, it is a condition precedent to the exercise of any right or the bringing of any action or suit

hereunder that an award by such arbitrator(s) or umpire in respect of the amount payable under this Policy shall have first been obtained.

Change of Occupation

If an Insured Person is engaged in any occupation which may involve in risks that are, in the opinion of the Company, greater than those which may be involved in the occupation disclosed in the Application Form for this Policy, without first notifying the Company and obtaining written consent to the amendment of the Policy (which such consent is subject to the payment of such reasonable additional premium and/or imposition of additional terms as the Company may require) then no benefits and/or indemnities shall be payable in respect of any claims whatsoever arising out of or in the course of such occupation.

Claim Procedure

1. Notice of Claim

A written notice of claim must be given to the Company within 14 days after the occurrence of an Accident covered by this Policy.

Failure to give a notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that a notice had been given as soon as was reasonably practicable, and in any event within 60 days from the date of such Accident.

A notice to be given by or on behalf of the claimant to the Company must be accompanied by information sufficient to identify the Insured.

2. Claim Forms

The Company will, upon receiving a notice of claim, furnish to the claimant a form to be completed and filed by the claimant for the proof of claim in the manner described below.

Medical reports, and all proof of loss as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

The Company shall in the event of the Accidental Death of the Insured Person be entitled to require that a post-mortem examination be carried out at its own expense, unless such examination is prohibited by law.

3. Proof of Claim

Written proof in support of a claim must be furnished to the Company within 30 days from the receipt of the claim form provided by the Company in the manner described above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably possible to give such proof within such time, in which case, the proof must be furnished as soon as is reasonable practicable, and in no event later than 180 days from the expiration of 30 days within which proof of claim is required.

All claims must be submitted with comprehensive supporting information including:

- (a) In the case of Accidental Injury or Accidental Death:
Hospital and Registered Physician's reports giving details of the nature of the loss, extent and period of disability, police reports where relevant and if Accidental Death shall have occurred, a copy of the death certificate and the relevant coroner's report.

(b) In the case of Medical and Other Expenses:

All receipts relevant to the claim and if the claim is in respect of medical treatments, a full Registered Physician's report stipulating

- (i) the diagnosis of the condition treated;
- (ii) the date on which the disability commenced as stated in the Registered Physician's opinion and,
- (iii) the Registered Physician's summary of the course of treatment including medicines prescribed and services rendered.

4. Physical Examination

The Company shall have the right and opportunity to examine the Insured Person at its own expense when and so often as it may reasonably require pending the outcome of a claim under this Policy.

Consideration

This Policy is issued in consideration of the statements contained in the Proposal and Policy Schedule and the Insured's payment of premium when due.

Currency

Premiums and benefits payable under this Policy shall be in the lawful currency of the Hong Kong SAR.

Duties of the Insured

Due observance and fulfilment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No amendment to this Policy shall be valid unless approved and endorsed by the Company.

Exceptional Circumstances

The Company cannot be held liable for delays or suspensions in the provision of services under this Policy in the event of strikes, riots, any act of sabotage or terrorism, civil or foreign war, release of heat or irradiation coming from the splitting of nucleic atoms, radioactivity, other Accidents or causes of natural catastrophe. Services will not be provided by the Company if the services or the provision of the same will be in breach of any national or international law and regulations and unless necessary authorization has been obtained from the competent authorities.

Geographical Limits

The insurance afforded under this Policy shall apply 24 hours a day anywhere in the world unless otherwise endorsed or amended.

Governing Law

This Policy shall be governed by and interpreted in accordance with the Hong Kong SAR law, except as otherwise stated herein.

Interest

No benefit payable under this Policy shall carry interest.

Jurisdiction

The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this Policy, acknowledge the jurisdiction of the Courts in the Hong Kong SAR only.

Legal Action

No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiration of 30 days within which proof of claim is required.

Mis-statement or Fraud

Any false statement made by the Insured in the Application Form or concerning any claim shall result in the Company's right to repudiate liability under the Policy.

Payment of Benefit

Unless agreed by the Company to the contrary, benefits for loss of life of an Insured Person is payable to the estate of that Insured Person. All other benefits and/or indemnities of this Policy are payable to the Insured Person.

Prohibition on Trust or Assignments

This Policy is not assignable and the Insured warrants that the Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Insured's possession throughout the term of the Policy.

Reasonable Care

The Insured Person must exercise reasonable care to prevent Accidents.

Right of Recovery

In the event that authorisation of payment and/or payment is made by the Company for expenses that are not payable or not covered by this Policy or any amount in excess of the limit of this Policy, the Company shall have the right to recover the same from the Insured. Upon receipt of the written request from the Company, the Insured should reimburse the Company for the demanded sum within 14 days.

Subrogation

The Company has the right to proceed, at its own expense and in the name of the Insured against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

Terms and Conditions

Payment of any benefit under this Policy is subject to the Terms and Conditions of this Policy. In case of any inconsistencies among the English or Chinese version of the Application Form or of this Policy, the English version shall prevail.

Contracts (Rights of Third Parties) Ordinance

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

Summary of Benefits / Indemnity per Insured Person (HK\$)

Insurance Coverage		
	Benefits / Indemnity Limit Benefit A (HK\$)	Benefits / Indemnity Limit Benefit B (HK\$)
Section 1 - Personal Accident		
1. Accidental Death or Permanent Total Disablement caused by an Accident in a Common Carrier or Private Car	1,000,000	2,000,000
2. Accidental Death or Permanent Total Disablement or Permanent and incurable insanity	500,000	1,000,000
3. Permanent and incurable paralysis of all limbs or Loss of Use of two limbs	500,000	1,000,000
4. Permanent loss of speech and hearing	500,000	1,000,000
5. Permanent loss of one or both eyes	500,000	1,000,000
6. Loss of or the Permanent total Loss of Use of four fingers and the thumb of		
Right hand	350,000	700,000
Left hand	250,000	500,000
7. Loss of or the Permanent total Loss of Use of all toes on one foot	75,000	150,000
8. Major burns		
either of 30% or more of total body surface	150,000	300,000
or 50% or more of total face surface	75,000	150,000
Section 2 - Accident Medical Expenses		
Accident medical expenses (including out-patient) out-patient treatments	10,000 per Policy period and 150 per visit	20,000 per Policy period and 150 per visit
Section 3 - Bonesetting or Acupuncturist or Physiotherapy Treatment Expenses		
	500 per Policy period and 100 per visit per day	1,000 per Policy period and 100 per visit per day
Section 4 - Credit Card Protection		
	10,000 per Policy period	
Section 5 - Accident Emergency Medical Evacuation		
	50,000 per Accident	
Section 6 - Contribution to Funeral Expenses		
	10,000 per Accident	
Section 7 - Coma Benefita		
	26,000 per Accident and 500 per full week	
Section 8 - Professional Counselling Costs		
	5,000 per Accident	

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 3070 5000.

Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

