

# PERSONAL ACCIDENT (PLUS) INSURANCE

Notice: Please Read This Policy Carefully.

The Proposal Form and the Declaration made by the Proposer shall be the basis of this Policy, and this Policy together with the Schedule and any Endorsements subsequently issued shall be read as if they are one document and form the contract between the Insured Person and CMB Wing Lung Insurance Co. Ltd. (hereinafter called the “Company”) and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

## WHEREAS

The Proposer on behalf of the Insured Person by the Proposal Form including a Declaration, which shall be the basis of each relevant contract, has applied for insurance and the Company has agreed to provide such insurance.

The Company agrees only on the basis of the terms, exclusions, limits and conditions contained in this Policy, and subject to payment or agreement to make payment of the relevant premium, to provide insurance cover to the Insured Person for those risks insured against to the extent and in the manner stated in the Policy Schedule.

Where the Proposal Form and Declaration is in respect of more than one Insured Person, the Company further only agrees to provide the insurance on the basis that this Policy, notwithstanding any other provision, is deemed and accepted to constitute separate insurance in respect of each such Insured Person covered.

Words and expressions importing the masculine gender also include the feminine and neuter genders.

## PART I - COVER

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, limits and conditions contained herein if at any time during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy, the Insured Person shall sustain Injury caused by Accident, then the Company will pay the respective Benefits hereinafter mentioned to the Insured Person or in the case of his death, to his legal personal representatives for the benefit of his estate or if beneficiaries are stipulated/named in the Schedule of this Policy, for the benefit of such beneficiaries set forth in the Schedule.

The due observance and fulfilment of the terms, conditions and Endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents and statement in the Proposal Form and Declaration be conditions precedent to any liability of the Company.

## PART II - DEFINITIONS

- 2.1

“A Third Degree Burns” means the damage or destruction of the skin to its full depth and damage to the tissues beneath.
- 2.2

“Accident” means any sudden unforeseen and unexpected event of violent accidental external and visible nature which shall independently of any other cause be the sole and direct cause of Injury.
- 2.3

“AIDS” The abbreviation of Acquired Immune Deficiency Syndrome, shall have the meanings assigned to it by the World Health Organization and shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.  
“Malignant Neoplasm” shall include but not be limited to Kaposi’s sarcoma, central nervous system lymphoma and/or other malignancies now known and/or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency.  
“Opportunistic Infection” shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
- 2.4

“Burns” means tissue damage caused by heat only. In the event of claims involving Burns, the percentage of the body surface affected will be assessed by using the Rule of Nines system.  
“Rule of Nines” means the system used by Qualified Medical and Registered Practitioner for assessing the percentage of the body surface affected by Burns. In this system, the head and each arm each covers 9% of the body surface, the front of the body and the back of the body and each leg, each covers 18% of the body. The groin covers the remaining 1%.
- 2.5

“Death” means death resulted solely and directly from Accident and which death shall independently of any other cause and not therefore due to any sickness, disease or medical disorder.
- 2.6

“Degree” means the unit of measurement for the “Burns” customarily used by the local government in the place where this Policy is issued.
- 2.7

“First Effective Date” means the effective date of the period of insurance shown in the Schedule of the first insurance policy which represents the first day of the policy cover commences.

請您保存此卡以便緊急時致電求助

You are advised to keep this card for emergency needs.



Personal Accident (Plus) Insurance  
個人意外保險

Worldwide Emergency Assistance Service Hotline:  
全球緊急支援服務熱線: Hong Kong 香港 (852) 2861 9293

Please mark your policy no. for reference:  
請填寫保單號碼以作參考:

This service is directly provided by Europ Assistance Hong Kong Limited (EAHK)  
此服務是由國際救援(香港)有限公司直接提供  
Please refer to the policy for detailed provisions 詳情請參閱保單條款



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- 2.16

“Period of Insurance”

means the period starting from the date of commencement of insurance as stated in the Schedule and terminating on the date of termination in accordance with Condition No.6 - Termination of Coverage under Part V of this Policy.

With respect to the Insured Person who is an employee of the Insured, cover shall terminate upon the date of his termination of service with the Insured.
- 2.17

“Permanent”

means lasting twelve (12) calendar months from the date of Accident and at the expiry of that period being beyond reasonable medical hope of improvement.
- 2.18

“Permanent Disablement”

means that after twelve (12) consecutive calendar months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in or attending to employment or occupations of any and every kind for compensation or profit, or if the Insured Person has no employment or occupation, permanent disablement means the inability to perform all the activities which would normally be carried out in the Insured Person’s daily life.
- 2.19

“Personal Effects”

means articles of personal possessions normally worn or carried and belong to the Insured Person.
- 2.20

“Physiotherapist Expenses”

means those physiotherapist expenses incurred when such physiotherapy is prescribed by Qualified and Registered Medical Practitioner.
- 2.21

“Policy”

means this Policy, the Proposal Form, the Schedule, endorsement(s) or amendment(s) signed by an authorized representative of the Company and any other schedule attached hereto from time to time.
- 2.22

“Pre-existing Condition”

means any injuries, medical condition, physical defect or infirmity or symptom:

  - for which treatment, medication, advice or diagnosis has been received or sought by the Insured Person before the First Effective Date of this Policy; or
  - which presented signs or symptoms of which the Insured Person (in the case that the Insured Person is aged under 18 at the commencement of this Policy, the term “Insured Person” for this Clause 2.22 only shall be replaced by his/her parent/guardian) was aware or should have been aware or which originated or existed before the First Effective Date of this Policy.
- 2.23

“Public Common Carrier”

means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire, including but not limited to bus, tram, coach, ferry, hovercraft, hydrofoil, ship, train or underground train.

- 2.8

“Hospital”

means 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 (24) hours a day nursing services by registered nurses;

(c) is under the supervision of a legally qualified and registered medical practitioner; and

(d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
- 2.9

“Hospitalized”

means being confined in a hospital for medical treatment for a minimum period of twenty-four (24) hours upon the recommendation of a Qualified and Registered Medical Practitioner for continuous stay in the hospital prior to his/her discharge, and such confinement shall be evidenced by a daily room and board charge by the hospital. One (1) day of confinement shall mean a period for which a hospital makes a charge for room and board.
- 2.10

“Injury”

means bodily injury caused solely and directly by Accident which injury shall independently of any other cause and not therefore due to any sickness, disease or medical disorder.
- 2.11

“Insured”

Means the one in whose name this Policy is issued and who is named as the Insured in the Policy Schedule.
- 2.12

“Insured Person”

means the person named in the Schedule or subsequently endorsed as the person insured under this Policy. In the case where the Insured is a business entity or company, the Insured Person is to be interpreted as “Insured Employee” so long as he is named in the Schedule.
- 2.13

“Loss of Limb”

means complete severance or physical separation at or above the wrist or ankle point of a limb. A limb refers to a hand or foot.
- 2.14

“Loss of Use”

means the total functional disablement and is treated like the total loss of the limb or organ.
- 2.15

“Medical Expenses”

means reasonable expense necessarily incurred as a result of sustaining Injury paid by the Insured Person to a registered qualified medical practitioner, physician, surgeon, hospital and/or ambulance service for medical, surgical, nursing home charges and the cost of other treatment including the cost of medical supplies and ambulance hire including X-ray but excluding the cost of dental care and treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by an Injury.

All treatment must be prescribed and a diagnosis is evidenced in writing by a Qualified and Registered Medical Practitioner in order for expenses to be reimbursed under this Policy.

For emergency outside Hong Kong, call EAHK Hotline for assistance service. Please state the following information for validation:

1. Your full name and HKID card No. or Passport No., and
2. Insurance Policy No. and name of your employer (if applicable)

如在香港以外遇上意外緊急事故，可致電EAHK支援服務熱線。

請清楚提供以下資料以供確認：

1. 閣下的姓名及香港身份証號碼或護照號碼，及
2. 保險單號碼及僱主名稱 (如適用)。

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2. 保險單號碼及僱主名稱 (如適用)。

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聯絡EAHK支援服務熱線，請致電：(852) - 2861 9293

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- 2.24 “Qualified and Registered Medical Practitioner” means a practitioner of western medicine duly qualified and registered as such is legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a Medical Practitioner who is the Insured Person, or the spouse, relative or business partner of the Insured Person. Business partner means a business associate who has a share in the Insured Person’s business.
- 2.25 “Registered/Listed Chinese Bonesetter, Acupuncturist and Chiropractor Treatment Expenses” means fees and charges necessarily and reasonably incurred for medical professional services of a Registered/ Listed Chinese Bonesetter, Acupuncturist and Chiropractor (other than the Insured Person himself, his relatives, family or business partners) carrying on business and having its service provided in Hong Kong pursuant to the Medical Registration Ordinance of Hong Kong or Chinese Medicines Ordinance of Hong Kong or equivalent in other places or legislations.

### PART III – BENEFITS/LIMITS

#### SECTION 1 – ACCIDENTAL DEATH

The Company will pay the compensation amount stated in the Schedule or subsequently endorsed hereon if during the Period of Insurance the Insured Person shall sustain Injury caused by an Accident and resulting in death within twelve (12) consecutive months from the date of Accident.

#### SECTION 2 – PERMANENT DISABLEMENT

The Company will pay the compensation amount stated in the Schedule or subsequently endorsed hereon if during the Period of Insurance the Insured Person shall sustain Injury caused by an Accident and resulting in permanent disablement as specified in the Compensation Benefits Table (i.e. “Insured Event”) within twelve (12) consecutive months from the date of Accident:

#### COMPENSATION BENEFITS TABLE

INSURED EVENT		PERCENTAGE OF COMPENSATION OF THE SUM INSURED
1	Permanent Total Disablement	100%
2	Permanent and total incurable paralysis of all Limbs	100%
3	Permanent Total Loss of Sight of one or both eyes	100%
4	Loss of or the Permanent Total Loss of Use of one or two Limbs	100%
5	Permanent Total Loss of Hearing and Loss of Speech	100%

INSURED EVENT		PERCENTAGE OF COMPENSATION OF THE SUM INSURED
6	Permanent Total Loss of Hearing in (a) both ears (b) one ear	75% 25%
7	Permanent Total Loss of Speech	60%
8	Permanent Total and incurable insanity	100%
9	Total Loss by Physical Severance or Total and Permanent Loss of Use of: (a) four fingers and thumb of one hand (b) four fingers of one hand (c) thumb (two phalanges) (d) thumb (one phalanx) (e) index finger (three phalanges) (f) index finger (two phalanges) (g) index finger (one phalanx) (h) each other finger (three phalanges) (i) each other finger (two phalanges) (j) each other finger (one phalanx) (k) all toes of one foot (l) big toe (two phalanges) (m) big toe (one phalanx) (n) any other toe	70% 45% 25% 10% 15% 8% 4% 10% 4% 2% 17% 5% 2% 3%
10	Major Burns – A Third Degree Burn resulting from an Accident : (a) Equal to or more than 45% damage of total body surface (b) Equal to or more than 27% but less than 45% damage of total body surface (c) Equal to or more than 18% but less than 27% damage of total body surface (d) Equal to or more than 9% but less than 18% damage of total body surface (e) Equal to or more than 4.5% but less than 9% damage of total body surface	30% 20% 15% 9% 5%

#### Provisions Applicable to Section 1 - Accidental Death and Section 2 – Permanent Disablement only

- No compensation amount stated in the Schedule shall be payable:
  - unless the Death or any one of the Insured Events takes place within twelve(12) calendar months after the date of Injury caused by Accident.
  - unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Injury and will in all probability continue for the remainder of the Insured Person’s life.
  - until the total amount of compensation shall have been ascertained and agreed unless otherwise agreed by the Company.

2. If more than one of the Insured Events listed above are applicable as a result of the same Injury, only the Insured Event with the highest compensation will be payable. The total percentage of compensation payable shall not exceed 100%.
3. The aggregate total percentage of compensation payable under Section 1 and 2 in respect to any one Accident per Insured Person shall not exceed 100% of the Sum Insured stated in the Schedule of this Policy.
4. If compensation payment has been made under any Insured Event of Section 2 and accidental death subsequently occurs and is solely caused by the same Injury within twelve (12) calendar months from the date of such Injury, then the Company shall pay the difference (if any) if the benefit payable for Death under Section 1 is greater than that has already paid for Permanent Disablement under Section 2. For the avoidance of doubt, The total compensation amount payable under Section 1 and Section 2 in respect of any one Accident shall not exceed HK\$500,000 for Plan A and HK\$1,000,000 for Plan B.
5. Where the Injury is not specified the Company reserves the right to adopt a percentage of disablement under the benefits which in its opinion is not inconsistent with the provisions of the benefits.
6. In the event of the body of the Insured Person having disappeared for more than twelve (12) calendar months and upon production of evidence to the satisfaction of the Company that the Insured Person can reasonably be presumed to have sustained Injury resulting in death, the Company shall be liable to make payment under Section 1 subject to an undertaking by the recipient of such payment in writing to refund the sum so paid if such death is subsequently found not to have occurred.

### **SECTION 3 – ACCIDENTAL MEDICAL EXPENSES**

#### **Medical Expenses**

The Company shall reimburse the Insured Person the usual, customary and reasonable Medical Expenses necessarily incurred within 12 consecutive months as from the date of an Accident and supported by receipted accounts from a Qualified and Registered Medical Practitioner for treatment of Injury caused by such Accident during the Period of Insurance.

#### **Extension:**

Registered/Listed Chinese Bonesetter, Acupuncturist, Chiropractor and Physiotherapist Treatment Expenses Extension

Subject to the sub-limits set out below, the Company will reimburse the Insured Person for usual, customary and reasonable Registered/Listed Chinese Bonesetter, Acupuncturist, Chiropractor Treatment Expenses and Physiotherapist Expenses up to an aggregate limit of HK\$1,500 for the Plan A and HK\$2,000 for the Plan B for treatment of Injury caused by Accident during the Period of Insurance. The sub-limits are:

- (a) HK\$150 per visit and one visit per day and maximum 5 visits per Period of Insurance in respect of Chinese Bonesetter, Acupuncturist, Chiropractor Treatment Expenses; and
- (b) HK\$300 per visit and one visit per day and maximum 5 visits per Period of Insurance in respect of Physiotherapist treatment.

No benefit will be payable unless the expenses are incurred within twelve (12) consecutive months as from the date of an Accident.

The maximum total benefit under this Section 3 shall not exceed HK\$10,000 for Plan A and HK\$30,000 for Plan B during the Period of Insurance, (but only to the extent that they are not recoverable from any other source).

### **SECTION 4 – DAILY HOSPITAL CASH BENEFIT**

In the event of the Insured Person is Hospitalized for more than three (3) consecutive days for treatment of Injury caused by an Accident, a daily cash benefit as stated in the Schedule is payable for each day of confinement starting from the first day of confinement subject to a maximum period payable not exceeding 365 days. No benefit will be paid if the Insured Person is confined to a Hospital for less than three (3) consecutive days.

The maximum liability of the Company shall not exceed HK\$80 per day for Plan A and HK\$160 per day for Plan B.

The maximum benefit under this Section shall not exceed HK\$29,200 for Plan A and HK\$58,400 for Plan B during the Period of Insurance.

### **SECTION 5 - FREE EXTRA BENEFITS**

#### **1. Extra Death Benefit for Injury on Public Common Carrier or in robbery**

The compensation amount payable under Section 1 – Accidental Death shall be doubled in the event during the Period of Insurance the Insured Person sustains Injury due to an Accident and shall within the following twelve (12) consecutive months result in death while he is riding solely as a fare-paying passenger (not as operator, pilot or crew member) in or on, boarding or alighting from any Public Common Carrier or being an innocent victim in a robbery or attempted robbery.

This extra death benefit does not apply to Insured Person who is aged below 18 or over 65.

#### **2. Clothing and Personal Effects Damage Compensation**

If during the Period of Insurance the Insured Person shall sustain Injury caused by an Accident resulting in damage to the clothing and Personal Effects, the Company will pay to the Insured Person the intrinsic value or cost of repairs, whichever is the lesser, of the clothing and Personal Effects as a result of loss or damage occurring in such Accident during the Period of Insurance.

No benefit will be payable unless the Insured Person is entitled to the benefit payable under Section 3 – Accidental Medical Expenses in such Accident.

The maximum benefit shall not exceed HK\$2,000 in respect of an Accident.

In the event of the Insured Person becoming entitled to refund of all or part of such damage to clothing and Personal Effects from any



other source, the Company will only be liable for the balance of the amount not recoverable from such other source.

### 3. Worldwide Emergency Assistance Service

The Worldwide Emergency Assistance Service is separately provided by Europ Assistance Hong Kong Limited (hereafter called "EAHK"). The Company accepts no liability for the services provided by EAHK or their availability. The types and limit of services provided by EAHK are subject to the "Provisions for Worldwide Emergency Assistance" attached to this Policy.

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## PART IV - GENERAL EXCLUSIONS

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### APPLYING TO ALL SECTIONS

1. This Policy does not cover death, injury, disablement, medical or surgical expense and/or losses directly or indirectly arising out of, caused by, resulting from or in connection with the following:
  - (a) any Pre-existing Condition;
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
  - (c) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat, whether sane or insane, fighting (except in bona fide self defence), murder, provoked assault, resistance to arrest, kidnap or ransom;
  - (d) under the effect or influence of alcohol or narcotics or drugs not prescribed by a legally qualified and registered medical practitioner;
  - (e) any illegal or unlawful act and/or violation or attempted violation of the law by the Insured Person;
  - (f) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
  - (g) flying or travelling in an aircraft other than as a fare paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service;
  - (h) engaging in air or ship crews;
  - (i) engaging in service or duty (whether on a full time, part time, regular or temporary basis) with the police or any armed force or fire service or security guard service of any country;
  - (j) any kind of sickness or disease even if contracted by Accident, this does not exclude bacterial infection which is the direct result of cut or wound caused by an Accident;
  - (k) any venereal disease and/or AIDS;
  - (l) childbirth, pregnancy, miscarriage, abortion and/or all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident;
  - (m) claims in respect of any property more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or Government insurance policy, fund or scheme; and
  - (n) claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or nuclear weapons material.

### 2. WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto it is agreed that this insurance excludes any liability assumed by the Insured Person on loss, damage, death, injury, illness, cost or expenses of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

### 3. TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, 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 endorsement 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 endorsement also excludes loss, damage, death, injury, illness, 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 the Company alleges that by reason of this exclusion, any loss, damage, death, injury, illness, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured Person.

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

### 4. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This exclusion clause excludes Nuclear Energy Risks, for all purpose of this exclusion the term "Nuclear Energy Risks" shall mean all first party and/or third party insurances (other than Workers' Compensation or Employers' Liability) in respect of:

- (i) All Property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
  - (a) the generation of nuclear energy or
  - (b) the Production, use or Storage of Nuclear Material.
- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

- (iv) The supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material,
  - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils:
  - fire, lightning, explosion;
  - earthquake;
  - aircraft and other aerial devices or articles dropped therefrom;
  - irradiation and contamination;
  - any other perils insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### Definitions

"Nuclear Material" means:

- (i) nuclear fuel, other than natural uranium and depleted uranium, capable of production energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) any Nuclear Reactor;
- (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials or whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

#### 5. CYBER RISKS EXCLUSION CLAUSE

This insurance does not cover:

- loss, corruption or destruction of data, coding programme or software and/or,
- unavailability of data and malfunction of hardware, software and embedded chips and/or,
- business interruption losses resulting therefrom

unless they are as a direct consequence of an otherwise insured physical damage.

#### 6. SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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.

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### PART V - CONDITIONS

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#### 1. INTERPRETATION OF COVER

This Policy shall be interpreted in accordance with the laws of Hong Kong.

#### 2. MISREPRESENTATION/FRAUD

If the Proposal Form and/or Declaration of the Proposer/the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression then in any of these cases this Policy shall be void.

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 benefit under this Policy, the Company shall have no liability in respect of such claim.

### 3. DUTY OF CARE

The Insured Person shall act in prudent manner and exercise reasonable care to prevent accidents, injury, loss or damage and for the safety and supervision of his property as if uninsured.

### 4. AGE LIMIT

Unless specially agreed to the contrary, the Insured Person must be aged between twelve (12) and sixty-five (65). For new insurance application, the Insured Person must be at or below sixty-five (65) years of age on the first commencement date of the Policy and renewal is allowed up to the age of seventy (70).

Coverage of this Policy shall automatically terminate at the date when the Insured Person attains the age of seventy (70) years of age upon policy anniversary.

### 5. CANCELLATION OF POLICY

- (a) By the Company
- The Company may cancel this Policy at any time during the Period of Insurance by sending at least seven (7) days' prior written notice by way of Notice of Termination to the Insured Person's last known address. In such event, the Insured Person shall be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.
- (b) By the Insured
- The Insured may cancel this Policy at any time by sending seven (7) days' written notice to the Company, the Insured shall be entitled to a refund premium computed in accordance with the refund premium table provided that no claim has been made during the covered period and subject to a minimum premium of HK\$400 per policy.

Covered Period	Refund Premium
Not exceeding 1 month	90% of paid premium
2 months	80% of paid premium
3 months	70% of paid premium
4 months	60% of paid premium
5 months	50% of paid premium
6 months	40% of paid premium
7 months	30% of paid premium
8 months	20% of paid premium
9 months	10% of paid premium
Over 9 months	No refund

### 6. TERMINATION OF COVERAGE

This insurance coverage under this Policy shall automatically terminate at the earliest of the dates specified hereunder:

- the expiry date of the Period of Insurance;
- the Insured Person attaining the age limit as set in Condition 4 – Age Limit;
- this Policy is cancelled pursuant to Condition 5 – Cancellation of Policy;
- upon the death of the Insured Person;
- with respect to the Insured Person who is an employee of the Insurer, cover shall terminate upon the date of his termination of service with the Insurer.

### 7. RENEWAL

This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to review or revision at the end of the Period of Insurance. The Company reserves the right to amend any terms and conditions, including but not limited to the premium rates or compensation benefits or exclusions of this Policy at the time of renewal of any policy year of this Policy. The Company will not be obliged to reveal the reasons for such amendments or non-renewal.

#### Automatic Renewal

This Policy can be arranged to be automatically renewed with the consent of the Company provided that there is no outstanding premium payment and the relevant renewal premium has been debited from the bank account or credit card account according to the Company's record, before the effective date of next policy year. It is the duty of the Insured to ensure the bank account or credit card details given to the Company for paying the renewal premium have not changed and remain valid at the time of the renewal.

### 8. NOTIFICATION OF CHANGES AFFECTING THIS INSURANCE

- (a) Change of Occupation
- If the Insured Person shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed in the Proposal Form for this Policy without first notifying the Company and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as the Company may require as the consideration for such agreement) then no claim shall be payable in respect of any injury arising out of or in the course of such occupation.
- (b) Change in Risks
- The Insured shall give immediate notice to the Company of any change of address or any injury disease physical defect or infirmity by which the Insured Person has become affected and also notice of any other insurance effected by or on behalf of the Insured Person against accident or incapacity.
- (c) Change of Beneficiary
- The right to change beneficiary is reserved to the Insured or the Insured Person. No change of beneficiary under this Policy shall be binding upon the Company unless the original notification is received and endorsed by the Company, which does not assume any responsibility for the validity thereof.

### 9. REINSTATEMENT OF POLICY

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

### 10. CLAIMS PROCEDURE

Notice of any claim shall be given to the Company immediately and in any event within 30 days of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to the Company.

Unless otherwise requested, the Benefits provided will be payable to the Insured Person, after receipt of proof acceptable to the

Company. The Insured Person's receipt (or the receipt of his/her parent or guardian in the case of the Insured Person being aged under 18) of such indemnities shall discharge the Company from its liabilities under these benefits.

## **11. PROOF OF LOSS**

It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his/her own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company.

Proof of loss must be provided to the Company within 30 days of any occurrence likely to give rise to a claim. Failure to provide such proof within the time required shall not invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonable possible, and in no event later than 180 days from the time of such proof is otherwise required.

All claims must be submitted with comprehensive supporting information and documentary evidence as the Company may require, including but not limited to:

### **(a) In case of Injury, Accidental Death and Permanent Disablement:**

Hospital and physician reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and in the event of death a duly certified (or notarized copy when requested by the Company) copy of the death certificate and the relevant coroner's report.

The death of the Insured Person shall be established by an official death certificate or in the event of his/her disappearance following an accident or the total loss of a vessel or power-driven aircraft, by a court order presuming his death.

The Company shall be allowed at its own expense upon reasonable notice to the Insured Person to have a medical examination of the Insured Person from time to time or in case of death, upon reasonable notice to the Insured Person's personal representative to have a post mortem examination of the body.

### **(b) In the case of Accidental Medical Expenses and Daily Hospital Cash Benefit:**

All receipts relevant to the claim and a full physician's report stipulating (a) the diagnosis of the condition treated, (b) the date the disability commenced in the physician's opinion and (c) the physician's summary of the course of treatment including medicines prescribed and services rendered.

### **(c) In the case of Clothing and Personal Effects Damage:**

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of immediate notification to carrier and his/her acknowledgment when loss or damage has occurred in transit and certified copy of immediate police report when loss or damage has occurred

in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence.

## **12. TO WHOM INDEMNITIES PAYABLE**

The benefits payable under this Policy shall be paid to the Insured Person or his/her parent/guardian in case the Insured person is aged under 18 at the time of payment. The benefits for death of the Insured Person is payable to the estate of the Insured Person.

## **13. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE CLAUSE**

Any person of 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.

## **14. ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference; or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties; or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.

If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within 12 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.

## **15. DISCLAIMER**

The Company makes every effort to see that only high quality services are offered by EAHK to the Insured Person. However, the Company is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or any of the consequences arising therefrom.

## **16. COMPLIANCE WITH POLICY CONDITIONS**

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

## **17. SUBROGATION**

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

## **18. GOVERNING LAW**

This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

招商永隆保險有限公司  
CMB Wing Lung Insurance Company Limited

招商局集團成員公司  
A Member Company of China Merchants Group

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