



## PERSONAL ACCIDENT POLICY

**WHEREAS** the Insured described in the Schedule hereto following the profession or occupation stated in the Schedule being desirous of insuring in the manner hereinafter mentioned with **SUN HUNG KAI PROPERTIES INSURANCE LTD.** (hereinafter called "the Company") has made a proposal and signed a declaration dated as stated in the Schedule which proposal and declaration it is agreed shall be the basis of the contract for the Insurance hereby intended to be made and incorporated herein and has paid to the Company the Premium stated in the Schedule as a consideration for the Insurance for the period stated therein.

**NOW THIS POLICY OF INSURANCE WITNESSETH** that if during the Period of Insurance the Insured Person shall sustain bodily injury caused by an Accident result in the Insured Person's death or disablement as hereinafter defined or necessitate medical expenses as hereinafter defined the Company will subject to the terms provisos exclusions and conditions of and endorsed on this Policy (which terms provisos exclusions and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to the Insured or in the event of death to the Insured's legal personal representatives the sum or sums of money specified in the Tables of Benefits.

### DEFINITIONS

- (a) **"Accident"** means an unforeseen and unexpected event of violent, accidental, external and visible means which injury shall solely and independently of any other cause.
- (b) **"Benefits"** means the items of payments and their respective amounts/limits specified in the Schedule as applicable to each Insured Person for Insurance under this Policy.
- (c) **"Insured"** means the person so specified in the Schedule in whose name and for whose benefit the Policy is issued.
- (d) **"Insured Person"** means the eligible person so specified in the Schedule.
- (e) **"Loss of Limb"** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle joint.
- (f) **"Loss of Sight"** means the total and irrecoverable loss of all sight of an eye or eyes by Accident or surgical operation necessitated hereby rendering the Insured Person absolutely blind beyond remedy by surgical or other treatment.
- (g) **"Medical Expenses"** means the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified registered medical practitioner and all hospital nursing home and ambulance charges necessarily incurred as the result of an Accident covered by this Policy.

### TABLE OF BENEFITS (Part 2)

	<i>Percentage of Sum Insured specified in the Schedule</i>
Benefit A - Death	100%
Benefit B - Permanent Disablement	
1. Permanent Total Disablement	100%
2. Permanent and Incurable Paralysis of all Limbs	100%
3. Permanent Total Loss of Sight in one or both Eyes	100%
4. Loss of or Permanent total loss of use of one or two Limbs	100%
5. Permanent Total Loss of the Lens of one Eye	50%
6. Permanent Total Loss of Speech	50%
7. Permanent Total Loss of Hearing in	
(a) both Ears	75%
(b) one Ear	15%
8. Loss of or Permanent total loss of use of four Fingers and Thumb of one hand	50%
9. Loss of or Permanent total loss of use of four Fingers	40%
10. Loss of or Permanent total loss of use of one Thumb	
(a) both phalanges	25%
(b) one phalanges	10%



			<i>Percentage of Sum Insured specified in the Schedule</i>
<b>Benefit B - Permanent Disablement</b>			
11.	Loss of or Permanent total loss of use of Finger(s)	(a) three phalanges	10%
		(b) two phalanges	7.5%
		(c) one phalange	5%
12.	Loss of or Permanent total loss of use of Toes	(a) all	15%
		(b) great	5%
		(c) any other	1%
13.	Any Permanent Disablement (other than loss of sense of taste or smell) not specified above. Such percentage shall be assessed by the Company in its absolute discretion to determine after consulting its medical advisers without regard to the Insured Person's profession or occupation and being in its opinion not inconsistent with compensation provided under Item 1-12 specified above.		
<b>Benefit C – Medical Expenses</b>			100%

#### PROVISOS

- (a) Compensation under Benefit A shall not be payable in addition to Benefit B if caused by the same accident of bodily injury except that if a payment has been made under any part of Benefit B and death subsequently occurs solely caused by and within 12 calendar months of said bodily injury and where the compensation payable for Benefit A is greater than has been paid under Benefit B, the Company shall pay the difference.
- (b) (i) No amount shall be payable for any specific part of Benefit B where a greater amount is payable for another part of Benefit B which includes the specific part.
- (ii) The aggregate of all Permanent Disablement percentages payable in respect of any one accident of bodily injury shall not exceed 100%.
- (iii) No payment shall be made under Benefit B unless satisfactory proof is provided to the Company that the disablement of the Insured Person has continued for a period of 12 consecutive calendar months after the date of bodily injury and will in all probability continue for the remainder of the Insured Person's life.
- (c) Compensation under Benefit C shall not be payable if the Insured Person is entitled to indemnity under any other insurance policy or from any other source provided that the Company shall not be relieved of its liability under Benefit C so far as concerns any excess beyond the amount payable under such other insurance or indemnity.
- (d) If the Insured Person is missing for not less than 12 consecutive months and sufficient evidence is provided to the Company that the Insured Person can reasonably be presumed to have sustained accidental bodily injury resulting in death, Benefit A shall become payable, provided that if the Insured Person is subsequently found to be living, such Benefit A payment shall be forthwith refunded to the Company.

#### EXCLUSIONS

This Policy does not pay compensation for death, injury or medical expense directly or indirectly caused by or resulting from: -

- (a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, mutiny, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) nuclear weapons material, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component, and for the purpose of this Exclusion (a)(ii) combustion shall include any self-sustaining process of nuclear fission;
- (c) any act of nuclear, chemical, biological terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause, "an act of terrorism" shall mean 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 organization(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.



- (d) suicide or attempted suicide, the Insured Person's own criminal act, intended self-injury, willful exposure to needless peril except in an attempt to save human life, pregnancy or childbirth, venereal disease, insanity or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- (e) any physical defect or infirmity which existed prior to the Accident;
- (f) the Insured Person is under the influence of intoxicating alcohol or drugs (unless taken according to proper medical prescription and direction and not for treatment of drug addiction);
- (g) engaging in service or duty with the disciplinary service or any armed force of a country;
- (h) engaging in any kind of sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport;
- (i) engaging in or practicing for or taking part in training peculiar to hazardous activities, including but not limited to
  - (i) parachuting,
  - (ii) hang gliding,
  - (iii) hunting,
  - (iv) ice hockey,
  - (v) polo playing,
  - (vi) winter sports,
  - (vii) any kind of race (other than on foot or swimming) or trial of speed or reliability,
  - (viii) potholing, mountaineering or rock climbing necessitating the use of guides or ropes,
  - (ix) underwater activities necessitating the use of compressed air or gas,
  - (x) motor cycling (as driver or passenger);
- (j) occurring whilst the Insured Person is travelling in an aircraft other than a fully licensed passenger-carrying aircraft in which the Insured Person is travelling as a passenger and not as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.

#### CONDITION

- (a) This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
- (b) No alteration of this Policy will be held valid unless the same is signed or initialled by an authorised Official or Agent of the Company.
- (c) Written notice shall be given to the Company without unnecessary delay but in any event within three weeks of the occurrence of the injury in respect of which a claim is to be made.
- (d) All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or the Insured's legal personal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in the event of the death of the Insured be entitled to have a post mortem examination at its own expense. The Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.
- (e) The Insured shall give notice in writing to the Company of any change in the Insured's address or profession or occupation or of the effecting of other insurances except Coupon against accident disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any sickness disease physical defect or infirmity with which the Insured has become affected or of which the Insured has become aware since the payment of the preceding premium.
- (f) Any fraud, mis-statement, or concealment either in the proposal 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 hereunder shall render this Policy null and void and all claims hereunder shall be forfeited.
- (g) The Company shall not be bound to accept any renewal of this Policy or to send any notice of the renewal premium becoming due. The Policy shall not be renewable after the period of Insurance during which the Insured attains the age of sixty-five years. The Company may at any time give notice to the Insured to terminate this Policy forthwith without prejudice to the rights of the Insured in respect of prior injury provided that the Company return to the Insured the then last premium paid by the Insured less a *pro rata* part thereof for the period of the year for which the Policy has been in force. Notice to be given by the Company may be given personally to the Insured in writing or sent by registered post addressed to the Insured at the Insured's last address known to the Company and any such notice shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post. By like notice to the Company the Insured may at any time cancel this Policy in which case the Company will retain the customary short period rate for the time the Policy has been in force.
- (h) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to 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



# 新鴻基地產保險有限公司

## Sun Hung Kai Properties Insurance Limited

新鴻基地產成員  
Member of Sun Hung Kai Properties

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. The Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (i) 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.
- (j) This Policy is subject to the jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

**IMPORTANT NOTICE : According to Insurance Policy conditions, the Insured must immediately notify the Company of any change in the Insured Person's employment, occupation, duties or other pursuits which may result in an increased likelihood of being involved in an accident.**



## CLAUSES

Clauses attached to and forming part of Policy.

(Unless Expressly Mentioned in the Policy Schedule Hereto the Clauses Enumerated Below Form No Part of the Terms and Conditions of this Policy)

### PA38 - SANCTION CLAUSE

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.

If the Company alleges that by reason of this Clause, any loss, damage, liability, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Subject otherwise to the terms, exceptions and conditions of this Policy.

### PA43(a) - COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
3. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

(Other Clause(s) please refer to Policy for details.)