

Group Personal Accident Insurance Policy



WHEREAS the Insured by a proposal or by giving information which shall be the basis of the contract and be held as incorporated herein has applied to FWD General Insurance Company Limited (hereafter called “the Company”) for the insurance provided by this Policy and has paid or agreed to pay the premium as consideration for such insurance.

THIS POLICY WITNESSES that if during the Period of Insurance the Event described herein shall happen to the Insured Person within the Territorial Limits and the Insured Person shall within one year of the happening of the Event thereby suffer any of the Results described herein the Company will subject to the Terms Exceptions Conditions and Limits contained herein or endorsed hereon pay to the Insured the Compensation specified in the Schedule for such Result.

IMPORTANT NOTICE

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever and wherever it appears. By this Policy

1. Event means Bodily injury caused solely and exclusively by violent accidental external and visible means which injury shall independently of any other cause be the sole and exclusive cause of any of the Results.
2. Insured means the Insured whose name is specified in the Schedule.
3. Insured Person means each of the person described in the Schedule as an Insured Person.
4. Medical Expenses means medical surgical hospital and nursing fees or charges necessarily and reasonably incurred within 12 months of the happening of the Event provided that all such fees or charges are necessarily and reasonably incurred for medical professional services of a fully qualified and registered medical practitioner physician surgeon or nurse.
Medical Expenses do not include any fees or charges incurred for services of any kind from a Chinese Herbalist, Bonesetter or Acupuncturist.
5. Period of Insurance means the period stated in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
6. Temporary Total Disablement means temporary total and complete disablement and inability by reason of such disability to be engaged or from being engaged in the usual (full time) employment or occupation engaged in and/or taken by the Insured Person prior to the happening of the Event.
7. Territorial Limits means Worldwide unless otherwise specified in the Schedule.

LIMITS

1. Compensation for Result C shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of the Event by the Company.
2. Compensation for Result B1 shall be payable at the end of the period for which Compensation is payable for Result C caused by the same Event but in any case not less than one year after the happening of such Event.
3. Compensation shall not be payable for:
 - (a) more than one of Results A or B2 or B3(a) to B3(f) inclusive and when payable for one of those Results shall not be payable for any or all of Results B1, B4, B5, B6 and B7 caused by the same Event nor for any of the Results caused by any subsequent Event.
 - (b) Result C for any period of time subsequent to compensation becoming payable under Result A or any part of Result B.
 - (c) Result D if there is any other insurance in force or if the Insured is entitled to indemnity from any other source provided that the Company shall not be relieved of liability under this Result so far as concerns any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been affected.
 - (d) any specific Result where greater compensation is payable for a Result which includes such specific Result.
4. The maximum aggregate liability of the Company in respect of one or more Insured Person for all compensation payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause shall not exceed the Aggregate Limit stated in the Schedule or the aggregate of the amount of Compensation payable in respect of such Insured Persons whichever shall be the less. If the aggregate liability is not enough to pay all compensation in full, then the Company will reduce the compensation payable to each Insured Person proportionally.

COVER

RESULTS (Each item is only insured if so stated in the Schedule)	COMPENSATION
A. Death B. Permanent loss or disablement as specified in the table below C. Temporary Total Disablement D. Medical Expenses	A. The Compensation specified in the Schedule. B. A sum equal to a percentage of the Compensation specified in the Schedule. The percentage payable will be in accordance with the Compensation Percentage set out in the table below of this Policy against the Result under Scale 1 or Scale 2 as specified in the Schedule but not exceeding in all 100%. C. At the rate per week specified in the Schedule for a period not exceeding 104 weeks from the commencement of the Result. D. Reimbursement up to the amount of Compensation specified in the Schedule in respect of any one Event.

RESULT B

When Result B is insured the Scale applicable will be stated in the Schedule and the compensation payable will be the appropriate percentage stated hereunder under Scale 1 or Scale 2 as appropriate of the Compensation specified in the Schedule against Result B but not exceeding in all 100%.

RESULTS	COMPENSATION PERCENTAGE	
	SCALE 1	SCALE 2
1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%	100%
2. Total and permanent loss of all sight in one or both eyes	100%	100%
3. Total loss by physical severance or total and permanent loss of use of		
(a) one or two limbs	100%	100%
(b) one or both hands	100%	100%
(c) arm above the elbow	100%	100%
(d) arm at or below the elbow	100%	100%
(e) leg above the knee	100%	100%
(f) leg at or below the knee	100%	100%
4. Total and permanent loss of		
(a) sight in one eye except perception of light	NIL	50%
(b) lens of one eye	NIL	50%
5. Total loss by physical severance or total and permanent loss of use of		
(a) thumb and four fingers of one hand	NIL	50%
(b) four fingers of one hand	NIL	40%
(c) thumb (both phalanges)	NIL	25%
(d) thumb (one phalanx)	NIL	10%
(e) index finger (three phalanges)	NIL	15%
(f) index finger (two phalanges)	NIL	8%
(g) index finger (one phalanx)	NIL	4%
(h) middle finger (three phalanges)	NIL	10%
(i) middle finger (two phalanges)	NIL	4%
(j) middle finger (one phalanx)	NIL	2%
(k) ring finger (three phalanges)	NIL	8%
(l) ring finger (two phalanges)	NIL	4%
(m) ring finger (one phalanx)	NIL	2%
(n) little finger (three phalanges)	NIL	6%
(o) little finger (two phalanges)	NIL	3%
(p) little finger (one phalanx)	NIL	2%
(q) all toes of one foot	NIL	17%
(r) great toe (two phalanges)	NIL	5%
(s) great toe (one phalanx)	NIL	2%
(t) any other toe	NIL	3%
6. Total and permanent loss of		
(a) hearing in both ears	NIL	75%
(b) hearing in one ear	NIL	15%
(c) speech	NIL	50%
7. Any permanent partial disablement not specified above other than loss of sense of taste or smell	NIL	See Below

RESULTS B7 - SCALE 2

Such percentage to be assessed by the Company as in the absolute and conclusive opinion of the Company's owned appointed or designated medical advisers is not inconsistent with the percentage specified (in scale 2) above and Scale 1 applies to item 1 to 6 of Result B without regard to the Insured Person's employment or occupation.

EXCEPTIONS

This insurance shall not apply to any Event consequent upon:

- (a) (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism.

For the purpose of this Exception 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 ethnic or

similar purposes or reasons including the intention to influence any government, and/or to put the public, or any section of the public, in fear.

This Exception also excludes 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 (i) and/or (ii) above.

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

- (b) (i) biological or chemical contamination
- (ii) missiles, bombs, grenades, explosives due to any act of terrorism.

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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.

- (c) riot or strike;
- (d) suicide or intentional self-injury;
- (e) the Insured Person being in on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Insured Person is traveling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon;
- (f) the Insured Person engaging in motor cycling (as driver or passenger) or engaging in or practicing for winter sports, mountaineering or rock climbing necessitating the use of ropes or guides, parachuting, hang-gliding, underwater activities necessitating the use of breathing apparatus, any kind of race other than on foot or swimming, trial of speed or reliability or any sports in professional capacity;
- (g) the Insured Person being air crew or ship crew ;
- (h) the Insured Person's engagement in the services with the armed forces of any country;
- (i) the Insured Person being affected (temporarily or otherwise) by alcohol or drug;
- (j) pregnancy or childbirth of pre-existing physical or mental defect or infirmity;
- (k) directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (l) Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

- (m) COVID-19/Pandemic Exclusion

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived :

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority

CONDITIONS

1. Identification

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning as been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. Change of circumstances affecting insurance

The Insured shall give immediate written notice to the Company as soon as he is aware of any change in his business or in the employment or occupation or duties or pursuits of any Insured Person and pay any additional premium that may be required by the Company and before each renewal of the insurance shall give written notice to the Company of any injury or disease or physical or mental defect or infirmity with which the Insured Person has been or is affected.

3. **Notice of Claim**
Written notice shall be given to the Company as soon as possible but in any case within 30 days of the happening of any Event.
4. **Evidence of Claim**
On the happening of any Event for which Compensation is payable under this Policy the Insured or Insured Person shall employ the services of a registered medical practitioner and the Insured Person shall undergo any treatment such practitioner shall deem necessary. All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe. The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expenses.
The Company shall in the case of the death of the Insured Person be entitled to have a post-mortem examination at its own expenses.
5. **Exposure and Disappearance**
Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or other conveyance in which the Insured Person is travelling under such circumstances as would otherwise be covered hereunder shall be deemed accidental bodily injury for the purpose of this insurance. If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered death resulting from bodily injury caused by an Event covered by this policy at the time of such disappearance, sinking or wrecking as aforesaid. Provided that if the Insured Person is found to be living after Compensation has been paid by the Company then such Compensation shall be refunded to the Company.
6. **Non-Assignment**
The Company shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Policy and the receipt of the Insured shall in all cases including those cases whereby the Company had actual or constructive notice of any trust charge or alienation as aforesaid effectually discharge the Company.
7. **Compensation Payable to Beneficiary**
In the event of death of the Insured Person in circumstances giving rise to a valid claim under this Policy, Compensation may be payable to the Beneficiary of the Insured Person if any, specified in the Schedule whose discharge to the Company in respect of such payment shall be a full and binding discharge to the Company.
8. **Age Limit**
This insurance shall not apply to any Insured Person who is more than seventy years of age at the time of the happening of the Event.
9. **Premium Adjustment**
If any part of the Premium is calculated on estimates given by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance supply such information as the Company requires and the Premium shall be adjusted and the difference being paid by or to the Insured as the case may be.
10. **Cancellation**
The Company may cancel this policy by sending seven days' notice by registered letter to the Insured's last known address and in such event the Insured shall entitle to the return of a proportionate part of the Premium corresponding to the unexpired Period of Insurance.
The Insured may cancel this Policy at any time by giving written notice to the Company and in such event the Insured shall be entitled to a refund of the unused part of premium paid in respect of the unexpired period of insurance calculated as per the table specified below. The Company shall retain a minimum premium of HK\$500.
- | <u>Period of Insurance already covered</u> | <u>Refund Premium</u> |
|--|-----------------------|
| Not Exceeding 1 month | 90% of premium paid |
| 2 months | 80% of premium paid |
| 3 months | 70% of premium paid |
| 4 months | 60% of premium paid |
| 5 months | 50% of premium paid |
| 6 months | 40% of premium paid |
| 7 months | 30% of premium paid |
| 8 months | 20% of premium paid |
| 9 months | 10% of premium paid |
| Over 9 months | No refund |
11. **Governing Laws**
This Policy is subject to the exclusive jurisdiction of Hong Kong and to be construed according to the laws of Hong Kong Special Administrative Region.
12. **Observance of Conditions**
The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured or by any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured, or by any claimant under this Policy and the truth of the statements and answers in the proposal and declaration, shall be conditions precedent to any liability of the Company to make any payment under this Policy.

13. Arbitration

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

14. Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only parties who may enforce the terms of the Policy are the Company and the Insured (or their authorized representatives).

15. Renewal

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. Subject to the Insured Person's age not exceeding 70, this Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.

SPECIMEN