



# PERSONAL ACCIDENT INSURANCE POLICY

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## NOTES TO POLICYHOLDER

Thank you for insuring with Allied World Assurance Company, Ltd (“Allied World”).

We will provide the insurance cover described in this policy during the period of insurance upon receiving your premium payment.

This policy provides comprehensive protection for you with the following documents forming the basis of and part of your policy:

- the proposal, declaration and any other information you have given us,
- the Confirmation of Insurance and any policy schedule,
- the most recent renewal confirmation, and
- any endorsement amending any of the above.

We highly recommend that you read this policy thoroughly which sets out the benefits and limitations of the insurance you have bought.

Should you have any query about the policy, please do not hesitate to contact your broker, agent or us for clarification.

## PART I. DEFINITIONS

### **Accident or Accidental**

Shall mean a sudden unexpected unforeseen and identifiable incident

### **Bodily Injury**

Shall mean physical bodily injury resulting solely and independently from Accidental means and does not include sickness or disease or any naturally occurring condition or degenerative process

### **Company**

Shall mean Allied World Assurance Company, Ltd

### **Confirmation of Insurance**

The document or policy schedule issued to the Insured stipulating the cover and plan insured

### **Death - Item 1 under Section 1 stated in Table of Benefits**

Shall mean Bodily Injury which within 12 months from the date of the Accident is the sole and independent cause of death

### **Fractured Leg or Patella with Established Non-union**

Shall mean a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life

### **Insured**

Shall mean the person(s) named in the corresponding item in the Confirmation of Insurance, as the policyholder(s)

### **Insured Person**

Shall mean the person(s) named in the corresponding item in the Confirmation of Insurance, for whom insurance has been arranged

### **Loss of a Limb**

Shall mean total functional disablement, or loss by complete and Permanent physical severance of a hand at or above the wrist or a foot at or above the ankle

### **Loss of Fingers or Toes**

Shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints

### **Loss of Hearing**

Shall mean Permanent irrecoverable loss of hearing where:-

If a      dB = Hearing loss at 500 Hertz

If c      dB = Hearing loss at 2000 Hertz

If b      dB = Hearing loss at 1000 Hertz

If d      dB = Hearing loss at 4000 Hertz

1/6 of (a + 2b + 2c + d) is above 80 dB

### **Loss of Sight of Eyes**

Shall mean the entire and Permanent irrecoverable loss of sight

### **Loss of Speech**

Shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia

### **Loss of Use**

Shall mean total functional disablement and is treated like the total loss of said limb or organ

### **Permanent**

Shall mean lasting for 12 consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement

**Permanent Disablement** - Item 2 under Section 1 stated in Table of Benefits

Shall mean Bodily Injury which within 12 months from the date of the Accident is the sole and independent cause of the Insured Person sustaining disablement as specified in the Permanent Disablement Scale

**Permanent Total Disablement** - Item 3 under Section 1 stated in Table of Benefits

Shall mean Bodily Injury (not resulting in disablement as defined in Item 2) which is the sole and independent cause of the Insured Person being totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life, provided that such disablement has continued for a period of 12 consecutive months from the date of the Accident. The disability must be total, continuous and permanent at the end of the period

**Scope of Coverage**

24 hours worldwide

**PART II. BENEFITS****Section 1 Death, Permanent Disablement and Permanent Total Disablement**

If during the Period of Insurance an Insured Person sustains Bodily Injury as defined in the Policy the Company shall pay the Insured Person, or his Beneficiary if the Insured Person is not alive, the relevant sum shown in the Table of Benefits for the Death or Permanent Disablement of such an Insured Person

**TABLE OF BENEFITS**

Item	Maximum Limit Per Person (HK\$)			
	Plan I		Plan II	
	Within Hong Kong Territory	Outside Hong Kong Territory	Within Hong Kong Territory	Outside Hong Kong Territory
1. Death	180,000	90,000	300,000	150,000
2. Permanent Disablement	180,000	90,000	300,000	150,000
3. Permanent Total Disablement	180,000	90,000	300,000	150,000

Provided that

- a. the Company shall only be liable to pay either Item 1 or 3 under Section 1 stated in Table of Benefits in respect of any one Insured Person and when such an amount of benefit becomes payable it shall have no further liability in respect of the Insured Person concerned
- b. the Company shall not be liable
  - i) in respect of any one Insured Person in any one Period of Insurance for an aggregate amount exceeding 100% of the relevant sum payable under Item 2 of Section 1 stated in the Table of Benefits
  - ii) in respect of any one Accident for the individual and aggregate amounts exceeding the respective limits stated in the Table of Benefits

**PERMANENT DISABLEMENT SCALE**

If the Insured Person is left-handed the percentage for the various disabilities of the right hand shall be transposed

Loss of a Limb or member or part thereof shall mean loss by actual physical severance or total and Permanent Loss of Use

In the event of the loss or Permanent Loss of Use of more than one of the aforementioned members or organs, the percentages payable shall be aggregated but the total sum payable shall in no case exceed 100% of the relevant sum payable under Item 2, Section 1 of the Table of Benefits

When a limb or organ which was partially useless prior to an Accident covered under this Policy becomes completely useless as the result of such Accident, the amount payable shall be equivalent only to the loss occasioned by the Accident. No payment however shall be made in respect of the Loss of a Limb or organ which was useless prior to the Accident

With respect to benefit payable under Permanent Disablement the appropriate percentage shall be applied in accordance to following scale for the sum insured under Item 2 of Section 1 stated in the Table of Benefits

<b><u>ITEMS</u></b>	<b><u>SCALE OF COMPENSATION</u></b> <b>% of Sum Payable under Permanent Disablement</b>
1. 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%
5. Permanent Total Loss of Sight of one Eye	100%
6. Loss of or the Permanent Total Loss of use of two Limbs	100%
7. Loss of or the Permanent Total Loss of use of one Limb	
(a) Right Hand	100%
(a) Left Hand	100%
(b) One foot	100%
8. Loss of Speech and Hearing	100%
9. Permanent Total Loss of Hearing in	
(a) both Ears	75%
(b) one Ear	15%

### **EXTENSIONS**

The cover by this Policy is expressly extended to include:

- a. drowning
- b. gassing
- c. poisoning
- d. exposure

If by reason of any Accident covered by this Policy the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers Death or Disablement for which benefit is otherwise payable hereunder such Death or Disablement shall be covered under the terms of this Policy

- e. disappearance

If the body of the Insured Person has not been found within one year of the disappearance sinking or wrecking of the conveyance in which the Insured Person was travelling as a fare-paying passenger at the time of the Accident it will be presumed that the Insured Person suffered Death resulting from Bodily Injury caused by an Accident at the time of such disappearance sinking or wrecking and the Company shall forthwith pay the Death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living

### **PART III. GENERAL EXCEPTIONS**

The Company shall not be liable in respect of Bodily Injury resulting directly or indirectly from

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in a civil commotion
2. Sickness, disease, pregnancy or childbirth
3. the Insured Person
  - a. committing or attempting to commit suicide or intentionally inflicting self-injury
  - b. flying or taking part in any other aerial activities except whilst travelling as a passenger in an aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft
4. the Insured Person engaging in any sports in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sports
5. the Insured Person serving on full time active duty in the disciplinary forces, military, naval, air force or other armed service or operation of any country or international authority, whether in time of peace or war
6. the Insured Person involved in any occupations except as domestic helper
7. violation or attempted violation of the law or resistance to arrest
8. attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivative or variations thereof however caused
9. the Insured Person engaging in
  - a. racing of any kind (other than on foot or whilst sailing on inland or territorial waters)
  - b. mountain or rock climbing necessitating the use of ropes or guides

- c. winter sports (other than skating)
  - d. diving using breathing apparatus
  - e. parachuting, ballooning, bungi-jumping or hanggliding
- except and insofar as the Company have by endorsement agreed to extend this insurance

#### **PART IV. GENERAL CONDITIONS**

##### **1. Age Limit**

The cover under this Policy is not applicable to Insured Person(s) whose age is over 65 years nor under 18 years unless specifically extended under the Policy.

##### **2. Observance of Policy Terms**

The liability of the Company shall be conditional on the Insured/Insured Person observing the terms of this Policy

##### **3. Claims Procedure and Requirements**

In the event of an Accident giving rise to or likely to give rise to a claim under this Policy

- i) the Insured or his/her legal personal representatives shall give written notice to the Company as soon as reasonably possible and shall provide without expense to the Company all certificates reports evidence information or assistance that it may reasonably require
- ii) the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company's expense as often as it may require
- iii) the reasonable notice shall be given to the Company before interment cremation or the holding of any inquest enquiry or proceedings concerning the death of an Insured Person

##### **4. Change of Occupation or Health**

The Insured shall give immediate notice to the Company of any change in the business or occupation of an Insured Person and of any physical or mental defect or infirmity affecting an Insured Person of which the Insured has or should have become aware

##### **5. Discharge of Liability**

Any receipt or discharge which the Insured, Insured Person or his/her legal personal representatives may give to the Company for any amount of benefit or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of all claimable losses resulting to an Insured Person in consequence of the Accident whether resulting before or after the date of such receipt or discharge

##### **6. Policy Cancellation**

No refund premium will be made for policy cancellation:

- i) The Insured may cancel this Policy by giving the Company seven days prior notice in written instructions
- ii) The Company may cancel the Insured's Policy by writing to the Insured's last known address confirming that all cover will cease seven days after the date of the letter

##### **7. Insured is the Absolute Owner**

The Company shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy

##### **8. Interpretation**

This Policy and the Confirmation of Insurance shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or the Confirmation of Insurance shall bear such meaning wherever it may appear

##### **9. 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 to do so 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. The costs of and connected with

the arbitration shall be in the discretion of the arbitrator, arbitrators or umpire. If the Company shall disclaim liability to the Insured for any claim under this Policy and if such claim is not within twelve calendar months from the date of such disclaimer referred to arbitration under these provisions then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable

**10. Sanction Clause**

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer 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.

**11. Rights of Third Parties**

Save for any person or entity expressly conferred a benefit under this policy, no person or entity who is not a party to this policy has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any obligation or to receive any benefit or remedy under this policy. The consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

## **Personal Information Collection Statement**

### **Purpose of Collection**

Allied World Assurance Company, Ltd (“Allied World”) may collect and use your personal data to enable it to carry on its insurance business and to serve the purposes of:

- Processing your insurance application;
- Arranging a contract of insurance with you and administering the policy issued;
- Claims handling, investigation and analysis;
- Designing products and/or services for customers;
- Promoting, improving and furthering the provision of products and/or services by Allied World and its group companies; and
- Complying with any legal or regulatory requirements applicable to Allied World.

In general it is voluntary for you to provide Allied World with your personal data. However, if you do not provide sufficient information, Allied World may not be able to provide insurance services to you.

### **Transferee**

Data held by Allied World relating to you will be kept confidential but Allied World may, for the purposes set out above, transfer your personal data to:

- Allied World’s group companies;
- Reinsurers;
- intermediaries including insurance brokers and insurance agents;
- claims investigators, loss adjusters and other professional advisors;
- Allied World 's other appointed service providers, including for the following services: telecommunications, information technology, administration, data processing, payment processing, emergency assistance, legal, and medical;
- any insurance industry association or federation and their respective members; and
- any other person necessary to comply with applicable legal or regulatory requirements, or orders of competent authorities,

in each case both within and outside of the Hong Kong Special Administrative Region.

### **Marketing and Promotion**

Treating you as a valued customer, Allied World and its group companies may use the personal data, including name and contact details, collected from you for the purposes of direct marketing of Allied World and its group companies’ general insurance products, services or offers and for sending you the promotional materials or updates of such products, services or offers when they become available.

Allied World may not use your personal data for direct marketing if you have indicated objection to such use by ticking the box next to the statement above the proposer’s signature block in the proposal form. You may also, at any time, request Allied World to cease the use of your personal data for direct marketing purposes, by informing Allied World’s Compliance Officer at the contacts set out below.

### **Access Requests and Corrections**

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Allied World. Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd by mail to 22/F, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to [hkcompliance@awac.com](mailto:hkcompliance@awac.com).

## **個人資料收集聲明**

### **資料收集目的**

Allied World Assurance Company, Ltd 世聯保險有限公司(「本公司」)可能收集並使用閣下的個人資料，作為營運其保險業務及下列目的之用：

- 處理閣下的保險申請；
- 安排保險合約及管理已發出的保單；
- 索償處理、調查及分析；
- 為客戶設計產品或服務；
- 推廣、改善及進一步提供本公司及其集團公司的產品、服務；及
- 遵守適用於本公司的法律或規則要求。

一般而言，閣下向本公司提供個人資料屬自願性質。如閣下未能給予足夠的資料，本公司可能無法提供所需保險服務。

### **資料轉移**

本公司持有的客戶資料將予保密，但本公司可能會把閣下的個人資料提供給下列各方作上述用途：

- 本公司的集團公司；
- 再保險公司；
- 中介人包括保險代理人及保險經紀；
- 索償調查者、公證行及其他專業顧問；
- 本公司其他指定服務提供者，提供包括以下服務：電訊、資訊科技、行政、數據處理、付款處理、緊急援助、法律及醫療；
- 任何保險業組織或聯會及其成員；及
- 任何必要人士以符合任何相關的法律或規則要求，或監管機構之命令，

以上各項適用於香港特別行政區境內及境外。

### **市場推廣**

貴為本公司的重要客戶，本公司及其集團公司可能會透過閣下所提供的個人資料如姓名及聯絡方法，向閣下推廣本公司及其集團公司的一般保險產品、服務或優惠，及為閣下提供該等產品、服務或優惠的市場推廣資料和最新消息。

如閣下已於投保書勾選位於投保人簽署上方的空格表示不願接收任何市場推廣資料和最新消息，本公司將不會使用閣下的個人資料作直接推廣用途。閣下亦可隨時要求本公司停止使用閣下的個人資料作直接推廣用途。屆時請按照下述聯絡方式通知本公司的條例事務主任。

### **資料查閱要求及更改**

閣下有權要求查閱及更改本公司所持有的任何有關您之個人資料。有關申請可循下列途徑向本公司之條例事務主任提出：郵寄至香港鰂魚涌太古坊華蘭路 18 號港島東中心 22 樓，或傳真至+852 2968 5111，或電郵至 [hkcompliance@awac.com](mailto:hkcompliance@awac.com)



**Making a Claim**

Should you wish to make a claim, please obtain a claim form from our website at <http://www.awac.com/asiapacretail> without delay. Complete and return it together with the relevant document. If medical attention is received for bodily injury, you should obtain receipts for all payments made plus a medical certificate issued by a registered medical practitioner showing the nature of the bodily injury.

For enquiries, please call our **Claims Hotline** at **+852 2968 3221** during our office hours or send email to [hk\\_claims@awac.com](mailto:hk_claims@awac.com).

**Customer Service Excellence**

Should you have any feedback or advice to assist us in continuously improving our customer service, please contact:

Marketing & Communications Team

Tel +852 2968 3000 Fax +852 2968 5111

Email [hkhotline@awac.com](mailto:hkhotline@awac.com)