

## VOLUNTARY EMPLOYEE BENEFIT PROGRAM PERSONAL ACCIDENT BENEFIT

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, We, AIG Insurance Hong Kong Limited hereby insure and promise to pay indemnity for loss to the extent herein provided.

All periods of insurance shall begin at 12:01a.m., standard time, at the place where the Policy was issued and end in accordance with Part IV – Termination of Coverage of this Policy.

### PART I - POLICY DEFINITIONS

“**Accident**” means an unforeseen and involuntary event which causes an Injury.

“**Acquired Immune Deficiency Syndrome**” or “**AIDS**” shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

“**Activities of Daily Living**” means:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility - the ability to move indoors from room to room on level surfaces;
5. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding - the ability to feed oneself once food has been prepared and made available.

“**Chinese Bonesetter or Acupuncturist**” means any Chinese bonesetter or acupuncturist who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), but excluding a Chinese bonesetter or acupuncturist who is Your Immediate Family Member or Yourself.

“**Civil War**” means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

“**Excluded Occupation**” means the job title or nature of blaster, jockey, detective, stuntman, stevedore, fisherman, driver (cross-border between Hong Kong and Mainland China), test pilot, circus trainer, aerial worker, caisson worker, lift technician, building wrecker, driller-underground, wild animal trainer, secret service agent, container crane operator, construction site worker, dynamite/explosive operator and government/state disciplinary forces.

“**Fractured Leg or Patella with Established Non-Union**” means a complete break into two pieces of the patella or leg bone. The patella or the broken leg does not mend properly and function normally, and this condition will last for the remainder of Your life.

“**Immediate Family Member**” means Your spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

“**Injury**” means bodily injury which is solely caused by an Accident and independently of any other cause.

“**Institution**” means an organization through the introduction of which We issue this Policy to the Policyholder.

“**Insured Person**” wherever used in this Policy means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed hereon.

“**Loss of Fingers or Toes**” means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

“**Loss of Hearing**” means total and irrecoverable loss of hearing.

“**Loss of Limb**” means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

“**Loss of Sight of Eye**” means the entire and irrecoverable loss of sight.

“**Loss of Speech**” means 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**” means total functional disablement and is treated like the total loss of said limb or organ.

“**Malignant Neoplasm**” includes but not be limited to Kaposi’s sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

“**Opportunistic Infection**” includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

“**Percentage of Sum Insured**” is the Percentage of Sum Insured/Compensation as

stated in the Compensation Table in Part II herein.

“**Permanent**” means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

“**Permanent Total Disablement**” means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, You are totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which You are reasonably qualified by reason of Your education, training or experience; or if You have no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform the Activities of Daily Living of like age and sex. Such disability has to be continued for a period of twelve (12) consecutive months and certified by a Registered Medical Practitioner to be total, continuous and Permanent for the remainder of Your life.

“**Policy**” means this Policy and any other documents referred to in Clause 1 of Part V herein.

“**Policyholder**” means a person is an applicant of the Policy named in the Schedule of Benefits as Policyholder.

“**Pre-existing Condition**” means condition for which the Insured Person received or were recommended by a Registered Medical Practitioner for any medical treatment, diagnosis, consultation or prescribed drugs, or the existence of any symptoms (known or unknown to the Insured Person(s) leading to a claim under this Policy, within three (3) years preceding the Policy’s effective date, last reinstatement date or date of any increase of benefit coverage (to the extent of such increase only), whichever is later. Such condition shall be covered provided the Insured Person(s) have been insured under this Policy for three (3) consecutive years from the Policy’s effective date, last reinstatement date or date of any increase of benefit coverage (to the extent of such increase only), whichever is later.

“**Registered Medical Practitioner**” means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is Your Immediate Family Member or Yourself.

“**Schedule of Benefits**” means the attachment to this Policy entitled “Schedule of Benefits” as may be amended by Us from time to time.

“**Sum Insured**” means the amount of sum insured as stated in the Schedule of Benefits.

“**War**” means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

“**We, Us, Our**” means AIG Insurance Hong Kong Limited.

“**You, Your, Yourself**” means a person who is named as an Insured Person in the Schedule of Benefits in the Policy or subsequently endorsed hereon.

### PART II - BENEFITS

#### 1. Accidental Death and Permanent Disablement

If during the period of insurance You sustain Injury as defined herein shall within twelve (12) months result in death or loss or disablement as defined under one of the Events of the Compensation Table hereunder, We will pay You a sum equivalent to the Percentage of Sum Insured for the Events stated in the Compensation Table hereunder.

#### COMPENSATION TABLE

EVENT	COMPENSATION	
	(Percentage of Sum Insured)	Sum
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	100%	
8. Loss of Speech and Hearing	100%	
9. Permanent and Incurable Insanity	100%	
10. Permanent Total Loss of Hearing in		
(a) Both Ears	75%	
(b) One Ear	15%	
11. Loss of Speech	50%	
12. Permanent Total Loss of the Lens of One Eye	50%	



13.	Loss of or the Permanent Total Loss of Use of Four Fingers and Thumb of	70%
	(a) Right Hand	50%
	(b) Left Hand	
14.	Loss of or the Permanent Total Loss of Use of Four Fingers of	
	(a) Right Hand	40%
	(b) Left Hand	30%
15.	Loss of or the Permanent Total Loss of Use of One Thumb	
	(a) Both Right Joints	30%
	(b) One Right Joint	15%
	(c) Both Left Joints	20%
	(d) One Left Joint	10%
16.	Loss of or the Permanent Total Loss of Use of Fingers	
	(a) Three Right Joints	10%
	(b) Two Right Joints	7.5%
	(c) One Right Joint	5%
	(d) Three Left Joints	7.5%
	(e) Two Left Joints	5%
	(f) One Left Joint	2%
17.	Loss of or the Permanent Total Loss of Use of Toes	
	(a) All – One Foot	15%
	(b) Great - Both Joints	5%
	(c) Great – one Joint	3%
18.	Fractured Leg or Patella with Established Non-Union	10%
19.	Shortening of Leg by at least 5 cm	7.5%
20.	Permanent Disability not otherwise provided for under Event 10 to 19 inclusive. Such Compensation/Percentage of Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the Compensation provided under Event 10 to 19 inclusive.	

#### COMPENSATION:-

- a) Compensation shall not be payable for more than one Event as stated in the Compensation Table in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- b) In the event the accumulation of total paid Compensation in respect of one or more Events of the same Insured Person is below one hundred percent (100%) of the Sum Insured of this Policy, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- c) Your coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Event 1 to 9.
- d) When a limb or organ which had been partially disabled prior to an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was disabled prior to the Injury.
- e) If You are left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Event 13 to 16 inclusive for the various disabilities of right hand and left hand will be transposed.

#### EXPOSURE AND DISAPPEARANCE

By the reason of any covered Accident, You are unavoidably exposed to the elements (including but not limited to prolonged and rigorous weather or environmental conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, We will pay in accordance with the Event as stated in the Compensation Table.

If Your body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on ground or at sea in which You were traveling at the time of the Injury, under such circumstances, it will be presumed that You suffered loss of life resulting from Injury covered by this Policy at the time of such disappearance, sinking or wrecking. We will pay in accordance with the Event as stated in the Compensation Table, subject to the receipt of a signed undertaking by the personal representative(s) of Your estate that any such payment shall be refunded to Us if it is later discovered that You did not suffer loss of life as a result of the Accident.

#### 2. Accidental Medical Expenses

We shall reimburse the actual medical expenses incurred as a result of an Injury paid to a duly qualified Registered Medical Practitioner, nurse, Hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such

treatment is necessarily incurred to sound and natural teeth and is caused by the Injury. We shall also reimburse the medical expenses incurred as a result of an Injury paid to a Chinese Bonesetter or Acupuncturist subject to HK\$1,500 per Accident and HK\$3,000 per policy year. In no event shall all the reimbursed medical expenses exceeding the Sum Insured of Accidental Medical Expenses for any one Accident stated in the Schedule of Benefits. If You are entitled to a refund of all or part of such expenses from any other source, We will only be liable for the excess of the amount recoverable from such other source.

#### PART III – EXCLUSIONS

We will not pay for any loss directly or indirectly, wholly or partly arising as a result of:

1. War, invasion, act of foreign enemy, hostilities, Civil War, revolution, rebellion, insurrection, military or usurped power or any warlike operations;
2. violation or attempted violation of the law or resistance to arrest;
3. armed force, naval, military or air force service or operations; any flying service;
4. air travel except as a passenger in any properly licensed private and/or commercial aircraft;
5. suicide or attempted suicide or intentional self injury while sane or insane;
6. childbirth, miscarriage, abortion, birth control, infertilization, pregnancy or any complications therefrom notwithstanding that such event may have been accelerated or induced by injury;
7. Acquired Immune Deficiency Syndrome (AIDS) or any disease or Injury commencing in the presence of a sero positive test for HIV and related disease; venereal disease or any other sexually transmitted diseases;
8. psychosis, sleep disturbance disorder, mental or nervous disorders, anxiety, stress or depression; treatment of alcoholism, or drug abuse or any other complications arising therefrom or from any drug accident;
9. the influence of alcohol or any non-prescribed drug;
10. any Pre-existing Condition or any complications arising therefrom;
11. cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs; congenital disease or defect or any complications or conditions arising therefrom;
12. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
13. any kind of disease (other than sickness benefits);
14. any loss caused by an Injury which is a consequence of any kind of disease (other than sickness benefits);
15. engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport;
16. testing of any kind of conveyance; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
17. fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident;
18. any additional cost of single or private room accommodation at a hospital, charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipments;
19. general or health check-up, convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary; or
20. willful or deliberate exposure to danger (except in an attempt to save human life), or any Injury arising out of non-adherence to medical advice.

The Company will not be liable to provide any coverage or to make any payment if to do so would be in violation of any sanctions law or regulations which would expose it, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

#### PART IV - TERMINATION OF COVERAGE

1. This Policy will be terminated:
  - a) when premium is not paid when due; or
  - b) on next premium due date when the Policyholder (who is also an Insured Person) no longer fulfils the eligibility as stated under "Clause (2) – Age limit for Insured Person" of "Part V – General Provisions"; or
  - c) on next premium due date following the notification from the Policyholder (who is also an Insured Person) that his/her occupation is changed to any Excluded Occupation, and any claims related to such Excluded Occupation will be forfeited; or
  - d) upon payment of the benefits to the Policyholder (who is also an Insured Person) under the circumstances mentioned under "Compensation - Clause (b) or (c)" of "Accidental Death and Permanent Disablement" of "Part II – Benefits" and no premium will be returned.



- e) when there is any fraud, misstatement, non-disclosure or concealment in respect of this insurance or any claim hereunder shall render this Policy null and void immediately. All the premiums paid and claims under this Policy shall be forfeited.
2. Your individual coverage will be terminated on next premium due date:
- when You no longer fulfil the eligibility as stated under "Clause (2) – Age limit for Insured Person" of "Part V – General Provisions"; or
  - following the notification from the Policyholder that Your occupation is changed to any Excluded Occupation, and any claims related to such Excluded Occupation will be forfeited; or
  - upon payment of the benefits under the circumstances mentioned under "Compensation - Clause (b) or (c)" of "Accidental Death and Permanent Disablement" of "Part II – Benefits" and no premium will be returned.
3. The Policyholder or We may cancel this Policy at any time by written notice delivered to each other at the last known address stating when thereafter such cancellation shall be effective from the next premium due date. Such cancellation shall be without prejudice to any claim originating prior thereto.

## PART V - GENERAL PROVISIONS

### 1. ENTIRE CONTRACT

The Policy, Schedule of Benefits, application, riders, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by Us and such approval be endorsed hereon.

### 2. AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall cover a) For adult – between eighteen (18) and sixty-five (65) years old (both years inclusive), renewable up to sixty-nine (69) years old and all benefits shall terminate on the next premium due date following Your 70th birthday; b) For child – must be unmarried and unemployed, between six (6) months and twenty-one (21) years old (both years inclusive), renewable up to twenty-five (25) years old if a full time student. All benefits shall terminate on the next premium due date following the 22nd or 26th birthday of the insured child.

### 3. OCCUPATION RESTRICTION

No coverage hereunder whatsoever shall be provided to any person whose occupation falls within Excluded Occupation, save for an Insured Person who is an employee or member of an Institution and who is issued this Policy as a result of introduction by the Institution and whose application for insurance is acceptable to Us.

### 4. MISSTATEMENT OF AGE

If Your age has been misstated, the premium difference would be returned or charged according to the correct age. In the event Your age has been misstated and if, according to Your correct age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then Our liability during the period that You are not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by the Policy.

### 5. STATUS CHANGE

You must take full responsibility to inform Us forthwith of any change in respect of the information provided in the application for this Policy, otherwise We reserve the right to refuse or invalidate all claims under this Policy.

### 6. TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy. However immediate notice must be given to Us in the event of accidental death.

### 7. FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates information and evidence required by Us shall be furnished at Your or Your personal representative's expense and shall be in such form and of such nature as We may prescribe.

### 8. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Policyholder or You given to Us, with particulars sufficient to identify the Policyholder or You shall be deemed to be noticed to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice

and that notice was given as soon as reasonably possible.

### 9. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us in case of a claim within ninety (90) days after the date of relevant loss.

### 10. MEDICAL EXAMINATION AND TREATMENT

We shall have the right and opportunity to examine You when and as often as it may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy at Our expense in case of death where it is not forbidden by law. You shall as soon as possible after the occurrence of any Injury or Sickness, whichever is appropriate, obtain and follow the advice of a duly qualified Registered Medical Practitioner and We shall not be liable for any consequences arising by reason of Your failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

### 11. TIME FOR PAYMENT OF INDEMNITIES

All indemnities provided in this Policy will be paid immediately after the receipt of due proof, except for the indemnity in respect of Permanent Total Disablement or for periodic payment.

### 12. TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of Your life is payable to Your estate. All other indemnities of this Policy are payable to You, except under Section of Emergency Medical Evacuation and Repatriation of Remains under Part II herein, if any, where benefits will be paid directly to the provider of service as indicated in each section.

### 13. LIMITATION OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two (2) years after the time written proof of loss is required to be furnished.

### 14. LIMITATION CONTROLLED BY STATUTE

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state of which the Policyholder or You reside at the time this Policy is issued, such limitation is hereby extended to agree with the minimum time permitted by such law.

### 15. ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

### 16. COMPLIANCE WITH POLICY PROVISIONS

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

### 17. REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

### 18. RIGHTS OF THIRD PARTIES

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured Persons and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Policyholder named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

### 19. DATA PRIVACY

The **Policyholder/ Insured Person** agrees that:

(a) the personal data collected during the application process or administration of this policy may be used by AIG Insurance Hong Kong Limited ("AIGHK") for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).

(b) AIG HK may use the **Policyholder's/ Insured Person's** contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the **Policyholder/ Insured Person** to use such contact details for this purpose).

(c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:

- third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
- financial institutions for the purpose of processing this policy and obtaining

policy payments (per (a) above);

iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);

iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;

v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or

vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.

(d) The **Policyholder/ Insured Person** may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or [cs.hk@aig.com](mailto:cs.hk@aig.com). The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

**20. RENEWAL CLAUSE**

This Policy will be in force by payment of premium in advance. However, We reserve Our right to make adjustment to the premium rates, benefits, terms and conditions of this Policy from time to time or not invite or accept renewal at Our discretion.

**21. GRACE PERIOD**

A grace period of thirty-one (31) days from the premium due date will be granted for the payment of each premium falling due after the first premium during which time the Policy shall be continued in force. Otherwise, the Policy will lapse from the premium due date.

**22. RIGHT OF RECOVERY**

In the event that authorization of payment and/or payment is made by Us and/or Our authorized representative for a claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, We reserve the right to recover the said sum or excess from You and/or the Policyholder.

**23. FRAUDULENT CLAIMS**

If the claim in any respect be fraudulent or if any fraudulent means or devices be used by You or the Policyholder, or anyone acting on the aforementioned's behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited.

**24. CLERICAL ERROR**

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

**25. GOVERNING LAW**

This Policy is subject to the laws of the Hong Kong Special Administrative Region and the parties hereto agree to submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

IN WITNESS WHEREOF, AIG INSURANCE HONG KONG LIMITED has caused this Policy to be issued in Hong Kong.

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## 僱員自購保障計劃 個人意外保障

當我們，美亞保險香港有限公司收妥保費後，即依據保單或批註內的定義、不承保事項、限制、條款和條件，同意承保及作出有關的賠償。

保障生效時間為保單簽發地點的標準時間零時零一分開始，而保障終止則按照保單條款第四部份 - 保單終止為準。

### 第一部份 - 保單定義

「意外」是指不能預料及非自願的事情而引致損害。

「後天免疫力缺乏症」或「愛滋病」是參照世界衛生組織之定義為標準，指人體免疫不全病毒血清測試呈陽性反應下出現的機會性感染、惡性腫瘤、人類免疫不全病毒感染性腦病變、人體免疫不全病毒之消瘦症候群或其他病症。

「日常生活活動」是指：

1. 清潔：能夠自行於浴缸或以淋浴進行清潔(包括進出浴缸或淋浴區)，或以其他方法進行清潔以達滿意清潔效果；
2. 穿衣：能夠自行穿著及除掉一切所需衣物，如適用，亦包括支撐物、義肢或其他手術裝置；
3. 轉移：能夠自行從床上轉移到坐椅或輪椅，反之亦然；
4. 移動：能夠自行由室內的某一房間移動至同層的另一房間；
5. 如廁：能夠使用洗手間或控制膀胱及大腸的自發能力，以保持個人的衛生；及
6. 進食：能夠自行進行一切的進食程序。

「跌打或針灸師」是指根據中醫藥條例(香港法例第 549 章)合法註冊成為中醫的跌打或針灸師，但若此人為你的直系親屬或你本人則除外。

「內戰」是指互相毀滅的戰爭或在同一國家或民族內的公民互相對抗的戰爭。

「不承保職業」是指職位或職責是爆破工人、騎師、偵探、特技人員、貨船裝卸工人、漁民、中港司機(跨越香港及中國大陸)、飛機駕駛測試員、馬戲訓練員、高空工作工人、沉箱工人、電梯技工、拆除舊建築工人、地下鑽孔工人、野生動物訓練員、情報機構人員、貨柜起重機操作員、地盤工人、炸藥/爆炸物操作員及政府/國家紀律部隊。

「折斷腿部或膝蓋而無法聯合」是指腿部或膝蓋完全斷為兩截，而終身不能徹底地復原或恢復正常功能。

「直系親屬」是指你的配偶、父母、配偶父母、祖父母、子女、女婿、兒媳、兄弟姊妹、孫/外孫或合法監護人。

「損害」是指因遭遇意外及並無其他原因下引致的身體損傷。

「機構」是指我們透過其推介並得以簽發保單予保單持有人的組織。

「受保人」是指其名字已列於保障權益表或批註內之人士。

「喪失手指或腳趾」是指掌骨與手指骨關節或蹠與腳趾骨關節之部位完全分離。

「失聰」是指完全及無法恢復之聽力喪失。

「失肢」是指自手腕或足踝關節以上之部位完全切斷。

「失明」是指完全且無法復原之視力喪失。

「喪失言語能力」是指構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語言機能中，有三種以上不能發出者，聲帶全部剔除或因腦部言語中樞神經的損傷而患失語症。

「喪失功能」是指完全失去功能效用，其賠償範圍與完全喪失手足或器官相同。

「惡性腫瘤」是指在後天免疫力缺乏症存在下出現包括但不限於卡波西腫瘤、中樞神經系統淋巴瘤或其他已知或未知之惡性病變，直接導致死亡、疾病或殘廢。

「機會性感染」包括但不限於肺囊原蟲肺炎、慢性腸炎之生物體、過濾性病毒或散佈性的真菌感染。

「保額百分率」是指保單中第二部份之損害事項表內的賠償/保額百分率。

「永久」是指由意外之日起計連續十二個月，並於此段時間終結時並無好轉之希望。

「永久完全殘廢」是指你蒙受損害而在意外事故後連續十二個月內完全永久傷殘及不能從事任何根據你的學歷、專業訓練或經驗而可賺取薪金、酬勞或利益的工作；如你在蒙受損害前沒有任何業務或從事任何職業，永久完全殘廢則指不能履行相同年齡及性別人士的日常生活活動。無論如何，傷殘要持續十二個月及由註冊醫生證實你的餘生都是完全、持續及永久的殘廢。

「保單」是指本保單及於本保單第五部份第一點提及的所有文件。

「保單持有人」是指作為保單申請人的人士，並且列於保障權益表內為保單持有人。

「受保前已存在之狀況」是指受保人於保單生效日、最後復效日或保額增加日(只限保額增加的部分)(以較遲者為準)前三年內曾接受或經註冊醫生推薦之醫療治療、確診、醫療意見、處方服藥或已存在任何症狀(無論受保人知道與否)而導致索償的情況。倘受保人於保單生效日、最後復效日或保額增加日(只限保額增加的部分)(以較遲者為準)後受本保單連續承保三年，則上述的狀況將列入本保單的承保範圍內。

「註冊醫生」是指獲取西方醫學學士學位的人士，並得到當地政府允許提供醫療服務。但若註冊醫生為你本人或你的直系親屬，則不包括在內。

「保障權益表」是指本保單其中一份名為保障權益表之附加文件，我們並可隨時對其作出更改。

「保額」是指列於保障權益表內之保障金額。

「戰爭」是指戰爭(無論宣戰與否)，或任何戰爭的活動，包括任何國家利用軍事力量去達到經濟、地理、民族、政治、種族、宗教或其他目的。

「我們、我們的、我們自己」是指美亞保險香港有限公司。

「你、你的、你本人」是指列於保障權益表或批註內為受保人之人士。

### 第二部份 - 保障利益

#### 1. 意外死亡及永久傷殘

若你在保單生效期內蒙受損害，並於十二個月內引致身故或殘廢，我們會根據以下的損害事項表賠償相等於損害事項之保額百分率的金額。

#### 損害事項表

損害事項	賠償 (保額百分率)
1. 意外死亡	100%
2. 永久完全殘廢	100%
3. 四肢永久癱瘓及無法痊癒	100%
4. 永久完全喪失雙眼視力	100%
5. 永久完全喪失一眼視力	100%
6. 喪失任何雙肢或任何雙肢完全失去功能	100%
7. 喪失任何一肢或任何一肢完全失去功能	100%
8. 雙耳完全失聰及完全喪失言語能力	100%
9. 永久及無法痊癒之精神錯亂	100%
10. 永久完全失聰	
(a) 雙耳	75%
(b) 單耳	15%
11. 完全喪失言語能力	50%
12. 永久完全喪失一眼晶狀體	50%
13. 喪失或永久完全喪失四隻手指及拇指功能	
(a) 右手	70%
(b) 左手	50%
14. 喪失或永久完全喪失四隻手指功能	
(a) 右手	40%
(b) 左手	30%
15. 喪失或永久完全喪失一隻拇指功能	
(a) 兩個右關節	30%
(b) 一個右關節	15%
(c) 兩個左關節	20%
(d) 一個左關節	10%
16. 喪失或永久完全喪失手指功能	
(a) 三個右關節	10%
(b) 兩個右關節	7.5%
(c) 一個右關節	5%
(d) 三個左關節	7.5%
(e) 兩個左關節	5%
(f) 一個左關節	2%
17. 喪失或永久完全喪失腳趾功能	
(a) 所有腳趾 —— 一隻腳計算	15%
(b) 腳拇趾 —— 兩個關節	5%
(c) 腳拇趾 —— 一個關節	3%
18. 折斷腿部或膝蓋而無法聯合	10%
19. 腿部因意外而做手術後導致縮短五厘米或以上	7.5%
20. 一切在上述第 10 至 19 項損害事項以外的永久殘缺，我們有絕對判斷權利決定該永久殘缺的賠償/保額百分率，但不會與以上第 10 至 19 項之百分率不一致。	

賠償：

- a) 於同一次的意外中，我們只負責賠償以上任何一項之損害事項，若於同一次的意外中發生多於一項的損害事項，我們只會賠償最高保額百分率的一項。
- b) 若我們已賠償受保人一項或以上的損害事項，但累積的賠償額仍未超出百分之百的保額，我們日後只會負責賠償保額剩餘的部份直至百分之百的保額為止。
- c) 倘若我們已賠償以上損害事項 1 至 9 其中一項，你的保障便會即時終止。
- d) 倘若你蒙受損害前局部手足或器官已喪失功能，而在損害後變成全部殘廢，我們會決定保額百分率作為賠償該損害所引致的殘廢部份，而之前已喪失功能的部份則不獲賠償。
- e) 倘若你慣用左手並特別申報於投保書內，則損害事項表中第 13 至 16 項有關右手及左手之各項損害事項之保額百分率將會互相對調。

#### 暴露及失蹤處理

倘若你在本保單承保範圍內發生意外，而在無法避免的情況下身處於自然環境中(包括但不限於長期及嚴酷的天氣或環境狀況)，並於意外發生後十二個月內直接因此無法避免的暴露而引致死亡或傷殘，我們將按照損害事項表賠償予你。

倘若你乘搭之飛機，陸上或海上之交通工具發生意外，導致失蹤、墮毀或沉沒，而你之遺體於該次意外事件發生後十二個月內仍無法尋回，我們將視你已因該次意外事故而導

致死亡，並作出賠償，但你的遺產管理員必須簽署保證書，同意假如你仍然生存，賠償款項需退回給我們。

## 2. 意外醫療費用

我們會賠償你因蒙受損害而需支付註冊醫生、護士、醫院及/或救傷車服務之實際醫療費用，包括醫藥、手術、X光檢查、醫院或護理治療包括醫療用品及租用救傷車，但不包括牙科護理，除非因意外而損害健全及天然之牙齒所必須之診治費用。我們亦會賠償你因損害而要支付跌打或針灸師的醫療費用，以不超過每宗意外港幣 1,500 元及每保單年度港幣 3,000 元為限。無論如何，賠償的金額不可以超過保障權益表內意外醫療費用每宗意外的保額。倘你可從其他來源取回全部或部份費用，我們則僅負責賠償剩餘部份。

## 第三部份 - 不承保範圍

我們不會賠償直接或間接、部份或全部因以下事項引致的傷害：

1. 戰爭、侵略、外敵行動、交戰、內戰、革命、叛亂、造反、軍事或篡奪權力、或任何類似戰爭的行動；
2. 因觸犯或意圖觸犯法例或法例或法例；
3. 從事或參與任何軍隊、海、陸、空軍服務或行動；飛行服務；
4. 以非乘客身份乘搭任何合法領有牌照的私人或商用飛機；
5. 自殺、意圖自殺或故意自我傷害（無論精神是否正常）；
6. 分娩、流產、墮胎、節育、不育、妊娠或因此而引致的其他併發症（儘管是因損害促使或引起的）；
7. 後天免疫力缺乏症或於人體免疫不全病毒或有關疾病的血清測試呈陽性反應下出現的疾病或損害；或經性接觸傳染的疾病；
8. 精神病、睡眠、精神或神經失調、焦慮、緊張或抑鬱；酒精中毒的治療、濫用藥物或因此而引致的其他併發症；或所有藥物意外；
9. 在酒精或非處方藥物的影響下；
10. 受保前已存在之狀況或因此而引致的其他併發症；
11. 美容、整形外科或任何非必要之手術；肥胖的外科或非外科治療（包括病態性的肥胖）或體重控制的療程；先天缺陷或疾病或因此而引致的其他併發症；
12. 牙齒治療或手術，但因意外而損害健全及天然的牙齒則不在此限（不包括假牙及有關費用）；
13. 任何疾病（疾病的保障除外）；
14. 由疾病引致的損害（疾病的保障除外）；
15. 職業運動或參與該運動而可賺取的收入或報酬；
16. 測試任何交通工具；參與離岸活動，如商業潛水；油田鑽探、採礦或空中攝影；
17. 配合眼睛屈光度的眼鏡，或助聽器；矯正的輔助器及屈光不正的治療除非因意外引致損害所致的；
18. 任何醫院內的單人或私家病房的額外收費，特別或私家看護的費用，非醫療的個人服務，如收音機、電話或類似的器材；採購或採用的特別支架、儀器或裝置；
19. 一般的健康檢查，復元期，監管或康復的治療，預防注射，非治療或診斷所需之化驗，或非醫療所需之治療；或
20. 故意暴露於危險中（除非是因嘗試拯救人命），或任何損害的發生是因沒有遵守醫療的意見。

本公司將不負責提供本保單的任何保障或根據本保單支付任何款項，若本公司就任何損失或索賠作出支付會違反任何制裁法律或規例，並由此導致本公司、其母公司或其最終控制實體根據任何制裁法律或規例須繳納任何罰款。

## 第四部份 - 保單終止

1. 此保單將根據以下情況終止保障：
  - a) 當保費逾期未繳；或
  - b) 當保單持有人（同時亦為受保人）已不能符合「第五部份 — 基本條款」的「第二項 — 受保人之年齡限制」中所述的資格，保單將於下一個保費到期日終止；或
  - c) 當保單持有人（同時亦為受保人）通知我們其工作已轉為其中不承保職業，保單將於下一個保費到期日終止，而所有關於此不承保職業的索償則不獲接納；或
  - d) 當保單持有人（同時亦為受保人）已符合「第二部份 — 保障利益」的「意外死亡及永久傷殘 — 賠償 b 或 c」所述的情況，而保費則不獲退回。
  - e) 保險或索償中有任何欺詐、不實、拒絕陳述或隱瞞的成份，此保單即時宣判無效，並喪失所有賠償及保費。
2. 你個別的保障將於下一個保費到期日根據以下情況而終止：
  - a) 當你已不能符合「第五部份 — 基本條款」的「第二項 — 受保人之年齡限制」中所述的資格；或
  - b) 當保單持有人通知我們你的工作已轉為其中不承保職業，而所有關於此不承保職業的索償則不獲接納；或
  - c) 已獲得「第二部份 — 保障利益」的「意外死亡及永久傷殘 — 賠償 b 或 c」所述情況的賠償，而保費則不獲退回。
3. 保單持有人或我們可隨時以書面形式寄往或遞交至彼此紀錄內之地址通知對方解除契約，並於下一個保費到期日生效，此種解約並不影響任何已呈交之賠償申請。

## 第五部份 - 基本條款

1. **完整的保險契約**  
保單、保障權益表、投保書、附文、批註及附加文件（如有者）均為本保險契約的一部份。保險申請人未有在投保書上作出的陳述，均不得作為廢除本契約或利用於法律訴訟，除非該陳述涉及詐騙。任何營業員均無權更改或刪除保單內的任何條款，所有更改需由我們的總代理簽署同意並簽發批註後，方為有效。
2. **受保人之年齡限制**  
本保單提供保障予：
  - a) 成年人 — 年齡由十八至六十五歲（全年均受保障），可續保至六十九歲，所有保障將於你七十歲生日後的首個保費到期日終止；
  - b) 小童 — 未婚及非在職，年齡由六個月至二十一歲（全年均受保障），若為全日制學生，可續保至二十五歲，所有保障將於受保小童的二十二或二十六歲生日後的首個保費到期日終止。
3. **職業限制**  
倘若任何人士的工作屬於不承保職業的範圍，我們將不會提供保障，除非受保人是機構內的僱員或會員，經此機構的推介及得到我們接受其投保申請，才可獲得保單的簽發。
4. **年齡錯誤陳述**  
若你的年齡被錯誤陳述，我們會按正確年齡應付之保費而退回或收取保費的差額。倘你投保時的正確年齡未符合保單的要求或已超出限制，我們則只會退回保費而不負責任何承保責任。
5. **現況轉變**  
如你在投保書內所提供之資料有任何轉變，你須通知我們有關之變更，否則我們有權拒絕所有賠償或使其失效。
6. **申請賠償通知之期限**  
如要申請索償，應於事件發生之日起三十日內以書面通知我們。倘遭意外而引致死亡，應立即通知我們。
7. **損害之證明文件**  
我們於接獲該書面通知後，會將申請賠償表格送交索償人，以作填寫損害證明之用。倘索償人於書面通知書發出後十五日內仍未收到該申請賠償表格，索償人可將事故的發生、性質與損害程度於損害證明文件遞交之期限前提提交給我們，我們會將此書面證明視作已符合本條款之要求。我們所需之任何證明文件，須依據我們所定之形式及性質提交，而所需費用概由你或你的合法代理人負責。
8. **充足的通知期**  
該書面通知可由保單持有人、你或兩者的代表人送交我們或我們的總代理，並提供足夠資料以證明保單持有人或你的身份。倘有合理的理由不能於限期內將該書面通知送交我們，但已盡可能於限期後立即送出，則不會被視為放棄申請賠償的權利。
9. **損害證明文件遞送之期限**  
所有損害的證明文件需於蒙受有關的損害後九十日內呈交給我們或我們的總代理。
10. **身體檢查**  
於處理申請賠償時，我們有權隨時要求你作身體檢查。倘若你身故，除法律不允許外，我們有權要求解剖驗屍，而費用則由我們負擔。你應於蒙受損害或感染疾病後（如適用者）迅速取得及遵從合格註冊醫生之建議，否則我們對於你不能取得及遵從該建議及沒有依法使用該裝置或療法不會負上任何責任。
11. **賠償金支付時間**  
當我們接獲所需的證明文件後，將立即作出合理賠償，但永久完全殘廢或定期的賠償則除外。
12. **賠償金之受益人**  
倘你身故，賠償金將予你的合法遺產繼承人，其他賠償則予你本人。但「第二部份 - 保障利益」內緊急醫療運送及遺體運返（如有者）的費用則直接遞付服務提供者。
13. **法律訴訟之時間限制**  
依據本保單所規定之條款及期限內，將損害證明文件送交我們後，六十日內不得進行法律訴訟以求賠償。倘須訴訟應於本保單規定之損害證明文件送交我們限期後二年內進行，否則不得再進行訴訟。
14. **法律限制**  
倘本保單內所載有關呈交申請賠償通知書或損害證明文件之期限少於簽發保單時保單持有人或你所居住之國家所允許之期限，則本保單將依其法律例延長至該國家所容許之最低限度的期限。
15. **轉讓**  
轉讓權益不會對我們構成任何約束力，而我們亦不會對該轉讓的有效性承擔責任。任何轉讓證書、組織的條款或我們的法規均不可以阻礙保單的索償，除非有關的條款已詳細列於本保單內。
16. **保單條款之遵從**  
倘你有違反本保單內所載的任何條文，所有賠償申請均不會被接納。
17. **保單之復效**  
倘保費到期未有繳訖以致保單失效，保單或可復效但必須獲得我們之同意。我們不會負責在保單失效期間發生之索償，保單仍於復效日開始，而受保前已存在之狀況會再度執行。
18. **第三者權益**  
除（受保人）及本公司以外，此保單未有賦予其它人士享有按《合約（第三者權益）條例》或以其它方式直接強制執行此保單條款的權益。惟特此說明及同意只有本公司及於保障列表上列明的〔保單持有人/受保人〕方可享有在無須給予其它人士通知或無須獲其它人士同意的情况下，可藉協議修改本保單或取消/終止此保單（如此保單載有此權利）的權利。
19. **私隱條例**  
保單持有人/受保人同意及確認：
  - a) 美亞保險香港有限公司（“美亞保險”）可按列於其私隱政策的用途使用

於處理此保單申請或管理此保單所收集之個人資料，其用途包括核保及管理已申請的保單(包括獲取再保險、核保續保之保單、資料配對、處理索賠、調查、付款及行使代位權)；

(b) 美亞保險可使用**保單持有人/ 受保人**的聯絡資料(姓名、地址、電話號碼及電郵地址)聯絡**受保人**有關其它由 AIG 集團提供之保險產品(如美亞保險已獲**保單持有人/ 受保人**同意可如此使用其聯絡資料)；

(c) 美亞保險亦可向以下類別的人士(不論在香港或海外)轉交該些個人資料，作上述列明之用途：

(i) 提供有關本保單管理服務的第三者(包括再保險公司)(如上(a)項所述)；

(ii) 財務機構，作處理此申請及收取保費(如上(a)項所述)；

(iii) 公證人、調查員、第三者管理人、緊急支援服務提供者、法律服務提供者、零售商、醫療提供者、及交通工具機構，以處理索償事宜(如上(a)項所述)；

(iv) AIG 集團授權的市場推廣公司，以作直銷之用(如上(b)項所述)；

(v) 其它在任何國家之 AIG 集團之成員公司，作上述(a)及(b)項所有列明之用途；或

(vi) 其它於美亞保險私隱政策所列明的人士，作於私隱政策列明之用途。

(d) **保單持有人/ 受保人**可隨時致函到美亞保險香港有限公司之私隱事務主任(地址: 香港郵政總局信箱 456 號或電郵: [cs.hk@aig.com](mailto:cs.hk@aig.com)) 查閱、或要求修改其個人資料(美亞保險可就查閱及修改要求收取合理費用)，或更改有關其個人資料被使用作直銷用途的選擇。如對美亞保險提供的服務有任何意見，可按上述地址聯絡美亞保險。美亞保險私隱政策的全文載於[www.aig.com.hk](http://www.aig.com.hk)。

#### 20. 續保

預繳保費，保單得以生效。我們有權不時更改保費、保障、條款及條件或拒絕或不接受續保等。

#### 21. 續保寬限期

保費到期日後三十一天為繳付保費之寬限期(不適用於新單繳費)，在此限期內保單仍屬有效。如未能於此限期內繳付保費，保單會於保費到期日終止。

#### 22. 權利之追討

若我們及/或我們的授權代表支付了不包括在此保單保障範圍內的索償，或超過此保險的賠償限額時，我們會保留追討你及/或保單持有人之權利。

#### 23. 索償之欺騙

倘若保單持有人、你或兩者的代表人在索償中存有任何欺詐的成份，所有賠償或保障均會作廢。

#### 24. 筆誤

我們的筆誤不會令生效的保單因而失效，或令失效的保單因而生效。

#### 25. 法例監管

本保單受香港特別行政區法例之約束，而所涉及之人士均同意聽從香港特別行政區法庭之裁決。

茲證明本保單經由美亞保險香港有限公司發行。

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(此中文譯本乃供參考之用，如有異議，均以英文為準)