

# Golfer's Protector Policy 高爾夫球保險單



**QBE**

QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

A Member of the Worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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## COVER

In consideration of the proposal and declaration(s) made by or on behalf of the Insured which form part of this contract and are incorporated herein and the payment of or agreement to pay the premium, if any of the accidents or misfortune referred to in this Policy shall happen during the Period of Insurance, **QBE Hongkong & Shanghai Insurance Ltd.** (hereinafter called "The Company") will subject to the terms and conditions and exclusions contained herein or endorsed hereon pay The Benefits to the Insured or in the case of his death to his legal personal representative, provided that the due observance and fulfillment of all the terms and conditions by the Insured shall be a condition precedent to the right to recover under this Policy.

There is a maximum amount payable under each Benefit of the Policy with respect to the Insured and with respect to all claims payable under this Policy during the Period of Insurance, being the sum insured or other limit stated in the Schedule.

## SUMMARY OF BENEFITS

BENEFITS	SUM INSURED (HK\$)
1. Personal Accident	1,000,000
2. Personal Liability	5,000,000
3. Golfing Equipment	20,000
4. Personal Effects	5,000
5. Hole in One (per event)	5,000

## GENERAL DEFINITIONS (Applicable to all sections of this Policy)

- "ACQUIRED IMMUNE DEFICIENCY SYNDROME" or "AIDS" wherever used in this Policy shall have the meaning assigned to it by the World Health Organisation. AIDS includes Opportunistic Infection, Malignant Neoplasm or any disease or sickness in the presence of a sero-positive test for Human Immune Deficiency Virus (HIV).
  - "OPPORTUNISTIC INFECTION" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
  - "MALIGNANT NEOPLASM" shall include 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.
  - "AIDS" shall include HIV encephalopathy (dementia) and HIV wasting syndrome.
- "ACTS OF TERRORISM" means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, 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.
- "INJURY" means bodily injury sustained by the Insured whilst on any recognized golf course as a player within the Period of Insurance and is caused by an accident, solely and independently of any other cause where death or disablement of the Insured results within three hundred and sixty-five (365) days from the date of such accident and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- "INSURED PERSON" means the person(s) who is named in the Schedule.
- "PERIOD OF INSURANCE" means the period specified in the Schedule (at Hong Kong time).
- "POLICY" means this policy document and endorsements issued by the Company, which set out the terms and conditions of this insurance.
- "QUALIFIED MEDICAL PRACTITIONER" means any person legally authorised by the Government with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a medical practitioner who is the Insured, or the Insured's relative or the Insured's business partner or employer of the Insured.
- "RELATIVE" means spouse, parent, parent-in-law, grandparent, grandchild, child, brother, sister, brother or sister-in-law.
- "SCHEDULE" means the official document specifying the person(s) covered under the Policy.
- "THE BENEFITS" means the coverage as specified in the Policy against the relevant Events stated herein.

## BENEFITS

### BENEFIT 1 - PERSONAL ACCIDENT

The Company will pay the compensation provided hereunder in respect of an injury of the Insured caused by an accident that occurs whilst the Insured is on any recognized golf course as a player during the Period of Insurance, which, solely directly and independently of all other causes, results in the Insured's death and disablement as stated and qualified hereunder, within three hundred and sixty-five (365) days after the date of the accident.

### EVENT

- DEATH
- PERMANENT DISABLEMENT

### COMPENSATION

The Capital Sum

The following percentages of the Capital Sum as per the Schedule below

- |  |  |
|--|--|
| a. Loss of two limbs                                     | )  |
| b. Loss of both hands, or of all fingers and both thumbs | )  |
| c. Total loss of sight of one eye or both eyes           | )  |
| d. Total paralysis                                       | )  |
| e. Complete and incurable insanity                       | )  |
| f. Injuries resulting in being permanently bedridden     | ) 100%   |
| g. Any other injury causing permanent total disablement  | )  |
| h. Loss of one arm between or at shoulder to wrist       | )  |
| i. Loss of one leg between or at hip to ankle            | )  |
| j. Loss of sight of eye except perception of light       | 50%  |
| k. Loss of lens of eye                                   | 50%  |
| l. Loss of four fingers and thumb of one hand            | 50%  |
| m. Loss of four fingers                                  | 40%  |
| n. Loss of thumb -                                       | both phalanxes 25%                                   |
|  | one phalanx 10%                                      |
| o. Loss of index finger -                                | three phalanxes 10%                                  |
|  | two phalanxes 8%                                     |
|  | one phalanx 4%                                       |
| p. Loss of middle finger -                               | three phalanxes 6%                                   |
|  | two phalanxes 4%                                     |
|  | one phalanx 2%                                       |
| q. Loss of ring finger -                                 | three phalanxes 5%                                   |
|  | two phalanxes 4%                                     |
|  | one phalanx 2%                                       |
| r. Loss of little finger -                               | three phalanxes 4%                                   |
|  | two phalanxes 3%                                     |
|  | one phalanx 2%                                       |
| s. Loss of metacarpals -                                 | first or second (additional) 3%                      |
|  | third, fourth or fifth (additional) 2%               |
| t. Loss of toes -  | all 15%  |
|  | great, both phalanxes 5%                             |
|  | great, one phalanx 2%                                |
|  | other than great, if more than one toe lost, each 1% |
| u. Loss of hearing -                                     | both ears 75%  |
|  | one ear 15%  |
| v. Loss of speech  | 50%  |

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event of partial loss of any member or members specified above, a proportionately lower percentage of compensation as decided solely by the Company shall be payable.

In the event of Permanent Disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed solely by the Company in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the Capital Sum. In the event of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the Policy.



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We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

In the event of loss specified under Event 2a to 2i, the Company shall pay 100% of the Capital Sum insured provided such disablement, insanity or paralysis has lasted for a period of three hundred and sixty-five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured's life as duly certified by a Qualified Medical Practitioner.

#### DEFINITIONS (Applicable to this Benefit)

- (a) "Capital Sum" means the amount that the Insured is covered for as per the sum insured specified against this Benefit in the Summary of Benefits of this Policy.
- (b) "Permanent Total Disablement" shall mean disablement resulting directly solely and independently of other cause from an Injury which has lasted for an uninterrupted period of three hundred & sixty-five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured's life, and which physically entirely and permanently prevents the Insured from engaging in or attending to all duties pertaining to his usual occupation, profession or business and all other comparable gainful activities for which he is qualified for upon his education, experience and other faculty, the foregoing being duly certified by a Qualified Medical Practitioner.
- (c) "Loss of Limb" means total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- (d) "Loss of Fingers or Toes" means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- (e) "Loss of Sight" means the entire and permanent irrecoverable Loss of Sight.
- (f) "Loss of Hearing" means the permanent irrecoverable loss of hearing where:
  - if a dB = Hearing Loss at 500 Hertz
  - if b dB = Hearing Loss at 1000 Hertz
  - if c dB = Hearing Loss at 2000 Hertz
  - if d dB = Hearing Loss at 4000 Hertz1/6 of (a+2b+2c+d) is above 80dB.
- (g) "Loss of Speech" means the permanent 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.

#### EXCLUSIONS (Applicable to this Benefit)

The Company will not be liable for claims arising directly or indirectly from

- (a) Any condition which results from the Insured engaging in or taking part in:
  - i. riding or driving in or participating in any kind of professional race;
  - ii. flying or other aerial activity except as a passenger in a properly licensed power-driven aircraft;
  - iii. naval, military or airforce service or operations;
  - iv. testing of any kind of conveyance or any form of manual employment or whilst engaging in offshore or mining or aerial photography or handling of explosives; and
  - v. professional sports of any kind.
- (b) Any condition which is attributable wholly or partly to childbirth or pregnancy.

#### CONDITION (Applicable to this Benefit)

Exposure and Disappearance: If by reason of any accident involving disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured is travelling, the Insured is unavoidably exposed to the elements attached to such accident and as a result of such exposure suffers an Event for which compensation is otherwise payable hereunder, such Event will be covered under the terms of this Policy. The death of the Insured shall be established by an official death certificate, or in the event of his disappearance consequent upon an accident as aforesaid, by a court order presuming his death.

#### BENEFIT 2 – PERSONAL LIABILITY

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages consequent upon

- (a) Bodily Injury
- (b) Property Damage

happening during the Period of Insurance caused by the Insured whilst playing or practising golf on any recognized golf course.

The Company will also pay

- (a) the legal costs recoverable by any claimant from the Insured;
- (b) costs and expenses incurred with the written consent of the Company;

Provided that the maximum liability of the Company in respect of all claims, costs and expenses payable arising out of any one Occurrence shall not exceed the sum insured specified against this Benefit in the Summary of Benefits of this Policy. All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.

#### DEFINITIONS (Applicable to this Benefit)

- (a) "Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage, neither expected nor intended from the standpoint of the Insured.
- (b) "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the Period of Insurance, including death at any time resulting therefrom.
- (c) "Property Damage" means (i) physical injury to or destruction of tangible property which occurs during the Period of Insurance, including the loss of use thereof at any time resulting therefrom, or (ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence during the Period of Insurance.
- (d) "Vehicle" means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by such machine.
- (e) "Watercraft" means any vessel, craft or thing made or intended to float on or in or travel on or through water.
- (f) "Aircraft" means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- (g) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### EXCLUSIONS (Applicable to this Benefit)

The Company will not indemnify the Insured for liability in respect of

- (a) Bodily Injury of the Insured, or any person in the service of the Insured other than caddies, or any member of the Insured's family ordinarily residing with the Insured;
- (b) Bodily Injury of any person employed under a contract of service or apprenticeship with the Insured if such Bodily Injury arises out of and in the course of the employment;
- (c) Bodily Injury of any person by whom or by whose dependants any claim is brought against the Insured under any Employees' Compensation legislation.
- (d) Bodily Injury or Property Damage caused by or arising out of the ownership possession or use by or on behalf of the Insured of any Vehicle or trailer or any Aircraft or Watercraft but this Exclusion shall not apply to Bodily Injury or Property Damage caused by or in connection with the loading or unloading of any Vehicle or trailer except in so far as such loading or unloading is covered by a policy of Motor insurance.
- (e)
  - i. bodily injury or property damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
  - ii. any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this exclusion does not apply to clean-up, removal or nullifying expenses, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in bodily injury or property damage;
- (f) bodily injury or property damage (including loss of use of property) directly or indirectly caused by or arising from:
  - i. mining, processing, transportation, distribution and/or storage of asbestos;
  - ii. manufacture of asbestos products or processing of materials containing asbestos;
  - iii. any process of decontamination, treatment, removal or control of asbestos but applying only to those claims arising in consequence of inhalation of asbestos fibre or property damage due to the presence of asbestos in respect of (i) to (iii);
- (g) loss of or damage to property belonging to or in the custody or control of the Insured or any person in the service of the Insured or any member of the Insured's family ordinarily residing with the Insured;
- (h) liabilities arising from the ownership occupation or use of any land or building;
- (i) the exercise of any trade profession business or employment;
- (j) the ownership possession or use of pets or animals;
- (k) libel and/or slander on the part of the Insured;
- (l) Property Damage caused by vibration removal or weakening of or interference with support to land, buildings or any other property;
- (m) punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages;
- (n) fines, penalties or liquidated damages;
- (o) professional liabilities of whatsoever kind including Directors and Officers Errors and Omissions and Medical Malpractice;
- (p) sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors;



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- (q) bodily injury or property damage occurring within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates;
- (r) i. any claim brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or  
ii. any claim arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates;
- (s) the first HK\$1,000 of any claim for property damage.
- (t) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
- (u) liability in respect of
  - i. Personal Injury or Property Damage arising, directly or indirectly, out of, or in any way involving the Insured's "Internet Operations".

This exclusion does not apply to Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

"Internet Operations" means the following:

- Use of electronic mail systems by the Insured or the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's organization;
- Access through the Insured's network to the world wide web or a public internet site by the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's organization;
- Access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the Insured or others outside the Insured's organization; and
- The operation and maintenance of the Insured's web site.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

- ii. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - The use of any computer hardware or software;
  - The provision of computer or telecommunication services by the Insured or on the Insured's behalf;
  - The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by computer virus.

#### CONDITION (Applicable to this Benefit)

At any time after the happening of any event giving rise to a claim or a series of claims under this Section, the Company may pay to the Insured the sum insured (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Company shall not be responsible for damages payable to the claimant and for the claimant's costs or for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.

#### BENEFIT 3 – GOLFING EQUIPMENT

The Company will indemnify the Insured up to the amount stated in the Summary of Benefits against loss of or damage to the Insured's golfing equipment whilst in transit to or from or whilst at any recognised golf club by accident or misfortune occurring during the Period of Insurance subject to the following conditions:

1. The amount payable in respect of any one article, pair or set shall not exceed HK\$3,000.
2. The Company may make payment or at its option reinstate or repair the loss or damage subject to due allowance for wear and tear and depreciation.
3. The loss must be reported to the police having jurisdiction at the place of the loss within twenty-four (24) hours of the incident. Any claim must be accompanied by written documentation from such police.
4. The Insured cannot claim under both Benefits 3 and 4 for the same insured event.

#### EXCLUSIONS (Applicable to this Benefit)

The Company will not pay for

- (a) The excess of HK\$200 of each and every claim.
- (b) Loss of or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.

- (c) Loss of or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation of trade.
- (d) Loss of or damage to golfing equipment whilst in the custody of an airline or other carrier unless reported within twenty-four (24) hours of such loss or damage to the baggage and a Property Irregularity Report obtained from the airline or a documented certification or report from the carrier.
- (e) Losses not reported to the police within twenty-four (24) hours and a police report obtained.
- (f) Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel.
- (g) Loss of Insured's golfing equipment sent in advance.
- (h) Loss of Insured's golfing equipment left unattended in any vehicle or public place or as a result of the Insured's failure to take due care and precaution for the safeguard and security of such property.
- (i) Loss of or damage to golf balls unless contained in the golf bag at the time of loss.

#### BENEFIT 4 – PERSONAL EFFECTS

The Company will indemnify the Insured up to the amount stated in the Summary of Benefits against loss of or damage to the Insured's personal effects of the Insured whilst at any recognized golf club by accident or misfortune occurring during the Period of Insurance subject to the following conditions:

1. The amount payable in respect of any one article, pair or set shall not exceed HK\$3,000.
2. The Company may make payment or at its option reinstate or repair the loss or damage subject to due allowance for wear and tear and depreciation.
3. The loss must be reported to the police having jurisdiction at the place of the loss within twenty-four (24) hours of the incident. Any claim must be accompanied by written documentation from such police.
4. The Insured cannot claim under both Benefits 3 and 4 for the same insured event.

#### EXCLUSIONS (Applicable to this Benefit)

- (a) The excess of HK\$200 of each and every claim.
- (b) Loss of or damages to animals, consumable products, hand-held mobile phones, antiques, stamps, manuscripts, securities of any kind, travel tickets or documents, money, traveller's cheques, medals, coins, credit cards, postal or money orders, watches, camera, jewellery, furs, trinkets.
- (c) Loss of or damage to eye glasses, contact corneal lenses, fragile or brittle articles unless caused by fire or accident to the conveyance in which they are being carried.
- (d) Loss of or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.
- (e) Loss of or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation of trade.
- (f) Loss of or damage to the personal effects whilst in the custody of an airline or other carrier unless reported within twenty-four (24) hours of such loss or damage to the baggage and a Property Irregularity Report obtained from the airline or a documented certification or report from the carrier.
- (g) Losses not reported to the police within twenty-four (24) hours and a police report obtained.
- (h) Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel.
- (i) Loss of Insured's personal effects sent in advance.
- (j) Loss of Insured's personal effects left unattended in any vehicle or public place or as a result of the Insured's failure to take due care and precaution for the safeguard and security of such property.
- (k) Loss of business goods or samples, data recorded on tapes, cards, discs or otherwise.
- (l) Loss of or damage to the Insured's golfing equipment, including golf balls.

#### BENEFIT 5 – "HOLE IN ONE"

The Company will reimburse bar or drinks expenses up to a maximum of HK\$5,000 incurred following the Insured's achievement of a "Hole In One" whilst participation in competition or friendly game at any recognized golf club provided that a signed statement from a witness in accordance with the golf club practice whereat the game was played and a certificate for the same is issued.

Original receipts on all expenses paid by the Insured shall be submitted together with claim form to the Company within 30 days after the event.



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## GENERAL EXCLUSIONS

The Company will not pay any Benefit of this Policy for loss or liability directly or indirectly arising as a result of:

- (a) Any act of war, invasion, act of foreign enemy, civil war, revolution, insurrection or military power;
- (b) Any prohibition or regulations by any government;
- (c) Any illegal or unlawful act by the Insured or confiscation, detention, destruction by customs or other authorities;
- (d) Any breach of government regulation or any failure by the Insured to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- (e) Loss, destruction or damage to any property whatsoever or any loss of expense whatsoever arising therefrom or any consequential loss directly or indirectly caused or contributed to by or arising from ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (f) The Insured in any violation or attempted violation of the laws or resistance to arrest;
- (g) The Insured employed on merchant vessels, engaging in naval, military, airforce or fire service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities such as but not limited to diving and oil-rigging or underground work or aerial photography or handling of explosives;
- (h) Directly or indirectly consequent on the Insured engaging in air travel except as a passenger in any properly licensed private and/or commercial power-driven aircraft;
- (i) Motorcycling, big game hunting, riding or driving in any kind of race, professional sporting games, air travel (other than as a passenger in a properly licensed power-driven aircraft), aerial activities, mountaineering, rock climbing and hiking/trekking tours in remote areas;
- (j) Directly or indirectly caused by provoked assault, intoxication, drugs or insanity by natural causes;
- (k) Mental and nervous disorders including but not limited to insanity;
- (l) Suicide or attempted suicide or any attempt thereat or intentional self injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from the Insured's own criminal act, or is sustained whilst the Insured is in a state of insanity;
- (m) Pregnancy or childbirth, and any injury or sickness associated with pregnancy or childbirth; venereal disease;
- (n) Directly or indirectly as a consequence of any kind of disease, bacterial infection on out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC), howsoever this syndrome has been acquired or may be named.
- (o) Pre-existing conditions for which the Insured had received medical treatment, diagnosis, consultation or prescribed drugs during the 180 days preceding the commencement date of the policy.
- (p) Directly or indirectly caused by, resulting from or in connection with
  - i. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological, 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.

## EMERGENCY ASSISTANCE HOTLINE SERVICE

The worldwide emergency assistance service is provided by Inter Partner Assistance (or "IPA"). The hotline and referral services are free whereas expenses incurred on services as listed under Part 3 – items (a) to (e) of this section are to be borne by the insured person(s). In the event of emergency, please call **(852) 2862 0138**.

## PART 1 – DEFINITIONS

1. "Accident" means an unforeseen, unexpected and involuntary event which happens by chance.
2. "Children" means biological, step or legally adopted children, accompanied by parents or guardians during the Journey, up to 16 years of age. Maximum of 3 accompanying children can be insured under one Policy.
3. "Home Country" means the country which issues the Insured Person's passport.
4. "Hong Kong" refers to The Hong Kong Special Administrative Region of People's Republic of China.
5. "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:
  - (a) has organized facilities for diagnosis, treatment and major surgery;

- (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
  - (c) is under the supervision of a Registered Medical Practitioner; and
  - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
6. "Overseas" means destination(s) outside the territorial boundaries of Hong Kong.
  7. "Serious Injury or Sickness" means Injury or Sickness certified by a Registered Medical Practitioner as being dangerous to life or critical impairment to health conditions including recovery.

## PART 2 – DURATION OF COVER, LIMITATIONS AND LIABILITIES

- (a) Duration Of Cover

The benefits mentioned in Part 3 are granted for a period of 12 consecutive months from the inception of the Policy.
- (b) Territorial And Time Limits

The benefits mentioned in Part 3 apply worldwide outside Hong Kong and for the trips not exceeding 180 days.
- (c) Limitation Period

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two years from the date of occurrence of such event.

## PART 3 – 24 HOURS WORLDWIDE EMERGENCY ASSISTANCE

Access to a Worldwide Emergency Assistance network operated by Inter Partner Assistance, a nominated service provider of the following services for the Insured Person:

### 24-hour Telephone Hotline and Referral Services

Free enquiry services are available for:

- i. Pre-trip Information Assistance
- ii. Embassy Referral
- iii. Medical Service Provider Referral
- iv. Lost Passport Assistance
- v. Lost Luggage Assistance
- vi. Interpreter Referral
- vii. Legal Referral

### (a) Emergency Medical Evacuation and/or Repatriation

In the event the Insured Person is suffering from a Serious Injury or Sickness whilst traveling Overseas:

- i. Emergency Medical Evacuation can be provided by utilizing appropriate and suitable means, based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- ii. Emergency Medical Repatriation can be provided, if the Insured Person's medical conditions allow, to arrange the Insured Person back to Hong Kong for continuation of treatment or Home Country.

Evacuation or repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany the Insured Person throughout the process.

### (b) Repatriation of Mortal Remains

In the event of death of the Insured Person whilst traveling Overseas, Worldwide Emergency Assistance can arrange for

- i. the repatriation of mortal remains to Hong Kong; or
- ii. Overseas burial expenses not exceeding the costs of repatriating the mortal remains to Hong Kong or Home Country.

### (c) Return of Unattended Children

In the event of death or Hospital confinement of the Insured Person outside Hong Kong due to a Serious Injury or Sickness, can arrange for a one-way economy class airfare for the Insured Person's unattended Child(ren) below 16 years of age to return to Hong Kong or the Home Country.

### (d) Hospital Admission Guarantee

In the event of Hospital confinement of the Insured Person outside Hong Kong due to Serious Injury or Sickness, a Hospital Admission Guarantee up to HK\$50,000 can be provided on the medical expenses to be incurred by the Insured Person. All medical expenses are to be borne by the Insured Person.

### (e) Compassionate Visit

In the event the Insured Person suffers a Serious Injury or Sickness under Hospital confinement outside Hong Kong in excess of 24 consecutive hours, can arrange for one (1) economy class return airfare for one (1) family member or designated person to travel to care for the Insured Person.

Accommodation expenses necessarily and unavoidably incurred by the Insured Person following Hospital discharge for convalescence or by the companion during compassionate visit in the country where the Insured Person is hospitalized can be arranged subject to HK\$2,000 per day and up to a maximum limit of HK\$10,000.



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The above service scope is a summary only. All requests, services or arrangements shall be referred to Worldwide Emergency Assistance for approval. The Company shall not be liable for any services rendered by Worldwide Emergency Assistance.

#### **PART 4 – TERMS RELATED TO WORLDWIDE EMERGENCY ASSISTANCE SERVICES**

The following exclusions and conditions apply to the 24 Hours Worldwide Emergency Assistance Services.

##### **SPECIAL EXCLUSIONS**

The following treatment, items, conditions, activities and their related or consequential expenses are excluded:

- (a) Pre-existing illness or disabilities prior to the commencement of the trip during which the illness manifests, regardless the Insured Person is aware of the illness or not;
- (b) Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism;
- (c) Congenital Abnormalities;
- (d) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident;
- (e) Any expenses related to the Insured Person engaging in motorcycling, hunting, riding or driving in any kind of race, trekking at altitude over 5,000 meters above sea level, scuba diving deeper than 30 meters below sea level, participation in any form of professional sport or any sports event for remuneration;
- (f) Injuries sustained as a result of participation in illegal activities;
- (g) Services rendered without the authorisation and/or intervention of Worldwide Emergency Assistance;
- (h) Costs which would have been payable if the event giving rise to the intervention of Worldwide Emergency Assistance had not occurred;
- (i) Any expense more specifically covered under any insurance policy;
- (j) Cases of minor illness or injury which in the opinion of the doctor from Worldwide Emergency Assistance can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work;
- (k) Expenses incurred where the Insured Person, in the opinion of the medical team from Worldwide Emergency Assistance, is physically able to return to Hong Kong or Home Country sitting as a normal passenger and without medical escort unless deemed necessary;
- (l) Cases related to psychiatric disorders;
- (m) The Insured Person engaging in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- (n) Expenses incurred as a result of the Insured Person engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (o) Expenses, regardless of any contributory cause(s), involving the use or release or threat thereof of any nuclear weapon or device or chemical or biological agent caused or contributed to by Acts of Terrorism.

##### **SPECIAL CONDITIONS**

###### **(a) In the Event of an Emergency**

The Insured Person or his representative must call the Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 2862 0138. The Insured Person or his representative is required to state:

- i. the Insured Person's name,
- ii. the Insured Person's Policy number,
- iii. nature of injury or sickness,
- iv. details of attending doctor, if available, and
- v. present location and contact particulars.

###### **(b) Mitigation of Loss**

The Insured Person shall be obliged to use all reasonable efforts to mitigate the effects of a medical emergency.

###### **(c) Cooperation with Worldwide Emergency Assistance**

The Insured Person shall cooperate with Worldwide Emergency Assistance to obtain all documents and receipts from the relevant sources and assist at the Insured Person's expenses in complying with necessary formalities.

###### **(d) Subrogation**

In the event any payment is made in connection with the provision of assistance to an Insured Person, Worldwide Emergency Assistance shall be subrogated to the rights of such Insured Person to obtain payments from:

- i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
- ii. any other insurance or assistance plan which provides compensation to the assistance events.

#### **GENERAL CONDITIONS**

##### **JURISDICTION**

Any disputes arising in connection with the Policy shall be subject to the law and the jurisdiction of the Courts of Hong Kong.

##### **ENTIRE CONTRACT**

This Policy includes any endorsements and attachments, if any, and contains the entire contract of insurance. Statements made by the applicant for insurance not included herein shall not void 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 the Company and such approval be endorsed hereto.

##### **MORE THAN ONE POLICY**

The Insured shall not be insured under more than one of this Policy issued by the Company. In event of the Insured being insured under more than one such Policy, the Company will consider the Insured to be insured under the policy which provides the largest amount of benefit. The Company will refund any excess insurance premium payment which may have been made by the Insured.

##### **AGE LIMIT**

The insurance under this Policy shall not cover the Insured under the age of eighteen (18) years nor over the age of seventy (70) years.

##### **MISSTATEMENT OF AGE**

In event the age of the Insured has been misstated and, if according to the correct age of the Insured, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company shall be limited to the refund, upon demand, of all premiums paid for the period not covered by this Policy.

##### **DUTY OF CARE**

The Insured shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property as if uninsured.

##### **CLAIMS PROCEDURE**

Notice of any claim must be given to the Company within thirty-one days of the occurrence likely to give rise to a claim, and in the instance of a claim under Personal Liability section of this insurance such notice must be given in writing as soon as possible and in any event not later than fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to the Company of death, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.

All claims must be submitted with comprehensive supporting information including:-

In the case of Personal Accident:-

Hospital and Physicians Reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and relevant coroner's report.

In the case of Golfing Equipment & Personal Effects:-

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline/carrier and his official acknowledgement when loss or damage has occurred in transit and certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within hours of the occurrence of the event giving rise to a claim hereunder. Additionally, travellers cheques losses must be reported to the issuing authority immediately and in no event be later than 24 hours after the occurrence.

##### **FRAUD**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim and the Policy shall immediately be void.

##### **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, of whom one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in the case of disagreement between the Arbitrators and Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the Provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

##### **MINIMUM RETAINED PREMIUM CLAUSE**

Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the Insured after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$500.00 unless stated otherwise in the schedule or endorsement.



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## POLICY NOT ASSIGNABLE


This Policy is not assignable and the Company shall not be committed by any notice or any trust, charge, lien, assignment or other dealing with the Policy. The receipt of the Insured for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

## REINSTATEMENT OF POLICY

If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized agents shall reinstate the Policy, but only to cover loss resulting from accidental injury thereafter sustained.

## CANCELLATION

The Policy may be cancelled by the Insured giving to the Company notice in writing of cancellation. The Company will retain the customary short period premium for the time the Policy has been in force.

The Company may cancel the Policy by sending seven days' notice via registered mail to the Insured at the address last notified to the Company stating when thereafter such cancellation shall be effective. Proof of such mailing shall be sufficient proof of notification. In the event of such cancellation, the Company will return promptly the pro-rata unearned portion of any premium actually paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto. 

### Personal Information Collection Statement 收集個人資料聲明

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Officer, QBE Hongkong & Shanghai Insurance Limited, 17/F, Warwick House, West Wing, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300).

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