

Starr International Insurance (Asia) Limited

STARR BUSINESS SOLUTIONS

PA ADVANTAGE INSURANCE

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

All periods of insurance shall begin at 12:01a.m., standard time, and end at 12:00a.m., standard time, at the place where the Policy was issued, unless terminated sooner pursuant to PART IV – TERMINATION OF COVERAGE of this Policy.

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PART I – DESCRIPTION OF COVERAGE

SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT

If during the period of insurance the Insured Person sustains an Injury that results in death or disablement as listed under COMPENSATION TABLE 1 within twelve (12) months from the date of the Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

EXPOSURE

If during the period of insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the elements and as a direct and unavoidable result of such exposure sustains death or disablement within twelve (12) months from the date of Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured stated in COMPENSATION TABLE 1.

DISAPPEARANCE

If during the period of insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling, it will be presumed that the Insured Person suffered accidental death resulting from an Accident. In such circumstances, We shall pay the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured of Event 1 stated in COMPENSATION TABLE 1, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

COMPENSATION TABLE 1

Benefit Event		Compensation (Percentage of Sum Insured)	
1.	Death	100%	
2.	Permanent Total Disablement	100%	
3.	Loss of or the Permanent Loss of Use of one or more Limbs	100%	
4.	Permanent Loss of Sight of both eyes	100%	
5.	Permanent Loss of Sight of one eye	100%	
6.	Permanent Loss of Speech and Loss of Hearing	100%	
7.	Permanent and incurable insanity	100%	
8.	Permanent Loss of Hearing in:		
	(a) both ears	75%	
	(b) one ear	15%	
9.	Permanent Loss of Speech	50%	
10.	Permanent Loss of the lens of one eye	50%	
		Right Hand	Left Hand
11.	Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%
12.	Loss of or the Permanent Loss of Use of four Fingers	40%	30%
13.	Loss of or the Permanent Loss of Use of one Thumb		
	(a) both joints	30%	20%
	(b) one joint	15%	10%
14.	Loss of or the Permanent Loss of Use of Fingers		
	(a) three joints	10%	7.5%
	(b) two joints	7.5%	5%
	(c) one joint	5%	2%
15.	Loss of or the Permanent Loss of Use of Toes		
	(a) all – one foot	15%	
	(b) great toe - both joints	5%	
	(c) great toe – one joint	3%	
16.	Fractured Leg or Patella with Established Non-Union	10%	
17.	Shortening of leg by at least 5 cm	7.5%	
18.	Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit that shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.		

PROVISIONS FOR SECTION 1

- Benefits shall not be payable for more than one Event stated in COMPENSATION TABLE 1 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(est) Percentage of Sum Insured.
- In the event the accumulation of total paid-up benefits in respect of one or more Events stated in COMPENSATION TABLE 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is paid under any one of the above Events 1 to 7 stated in COMPENSATION TABLE 1.
- When a limb that had been partially disabled prior to sustaining an Injury covered under this Policy 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, or the Permanent Loss of Use, of a Limb that was totally disabled prior to the Injury.
- If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.

SECTION 2 - ACCIDENTAL MEDICAL EXPENSES

If during the period of insurance the Insured Person sustains Injury that directly results in the necessity of medical treatment within twelve (12) months from the date of Accident, We shall reimburse the Insured Person in respect of the reasonable and customary costs paid to a Physician or Doctor, Hospital and/or ambulance service for medical, surgical, X-ray, hospital and/or nursing treatment, including the cost of medical supplies and ambulance hire.

We shall also reimburse the Insured Person in respect of any medical expenses incurred as a result of Injury paid to a Chinese Bonesetter or Acupuncturist subject to the limits stated in the Schedule.

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In no event shall total reimbursed medical expenses under this section exceed the Sum Insured of Accidental Medical Expenses stated in the Schedule for any one Accident. If the Insured Person is entitled to a refund of all or part of such expenses from any other source, We shall only be liable for the excess of the amount recoverable from such other source.

SECTION 3 – HOSPITAL CASH

If during the period of insurance an Insured Person sustains Injury that directly results in the necessity of a Confinement to a Hospital, We shall pay the Insured Person a daily benefit for each day of Confinement subject to the maximum Sum Insured stated in the Schedule.

A day of Confinement means the Hospital makes a charge for room and board for the treatment of Injury. Successive periods of Confinement due to the same or related causes shall be considered as having been caused by one Accident unless separated by at least ninety (90) consecutive days during which the Insured Person is not confined to a Hospital as a result of such Accident.

SECTION 4 – BURN BENEFIT

If during the period of insurance an Insured Person sustains an Injury and is diagnosed by a Physician or Doctor to have suffered any of the Burn Events listed under COMPENSATION TABLE 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured for the Burn Events stated in such table.

COMPENSATION TABLE 2

Burn Event	Compensation (Percentage of Sum Insured)
Second Degree Burn or Third Degree Burn	
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

PROVISIONS FOR SECTION 4

- Benefits shall not be payable for more than one of the above Burn Events arising out of the same Accident. Should more than one of the above Burn Events occur as a result of the same Accident, We shall only be liable for the Burn Event with the greater(est) Percentage of Sum Insured.
- Any benefit payable for Accidental Death and Disablement under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT OF the Policy (Events 1 to 18 inclusive) stated in COMPENSATION TABLE 1, shall be reduced by any benefit paid under this Burn Benefit in respect of the same Injury.

SECTION 5 - ASSAULT EXTENSION

If during the period of insurance the Insured Person sustains an Injury arising out of an assault, including but not limited to robbery and/or hold-up, that results in death that qualifies for payment under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT, COMPENSATION TABLE 1, Benefit Event 1 within twelve (12) months from the date of the assault, We shall pay the Sum Insured stated in the Schedule. This extension is conditional upon the Insured Person being a victim of the incident and not having been involved in any violation of law.

SECTION 6 - WINDSTORM EXTENSION

If during the period of insurance the Insured Person sustains an Injury arising out of a Windstorm that results in death that qualifies for payment under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT, COMPENSATION TABLE 1, Benefit Event 1 within twelve (12) months from the date of the Windstorm, We shall pay the Sum Insured stated in the Schedule.

SECTION 7 - ROAD ACCIDENT EXTENSION

If during the period of insurance the Insured Person, while a pedestrian, is struck by a Motor Vehicle or Common Carrier that results in death that qualifies for payment under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT, COMPENSATION TABLE 1, Benefit Event 1 within twelve (12) months from the date of Accident, We shall pay the Sum Insured stated in the Schedule.

SECTION 8 - ADAPTIVE HOME BENEFIT

If during the period of insurance the Insured Person sustains an Injury that results in Permanent Total Disablement that qualifies for payment under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT, COMPENSATION TABLE 1, Benefit Event 2, We shall reimburse the Insured Person for the reasonable cost of alterations made to his/her principal residence to make it accessible for him/her, up to the Sum Insured stated in the Schedule, on the condition that:

- Such costs are incurred within one (1) year from the date of Accident;
- Such alterations are made by person(s) with experience and who has/have been recommended by a recognized organization associated with the Injury; and
- This benefit shall cease once it is paid.

SECTION 9 - CAR ALTERATION BENEFIT

If during the period of insurance the Insured Person sustains an Injury that results in a disablement that qualifies for payment under PART I – DESCRIPTION OF COVERAGE, SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT, COMPENSATION TABLE 1, We shall reimburse the Insured Person for the reasonable cost of renovating his/her private car to make it accessible for him/her up to the Sum Insured stated in the Schedule on the condition that:

- Such private car is owned by the Insured Person or his/her legal spouse;
- Such costs are incurred within one (1) year from the date of Accident;
- Such alterations are made by person(s) with experience and who has/have been recommended by a recognized organization associated with the Injury; and
- This benefit shall cease once it is paid.

PART II – DEFINITIONS

“**Accident**” means an unforeseen and involuntary event that caused Injury.

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

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

- 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;

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- (b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility - the ability to move indoors from room to room on level surfaces;
- (e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene; and
- (f) Feeding - the ability to feed oneself once food has been prepared and made available.

“**Anniversary Date**” means each anniversary of the Policy’s effective date stated in the Schedule.

“**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 the Insured Person, an Immediate Family Member or someone living in the same household as Insured Person.

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

“**Common Carrier**” means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

“**Confined**” or “**Confinement**” means a continuous stay, from admission to discharge, in a Hospital for medical treatment due to an Injury upon the recommendation of a Physician or Doctor. Confinement will be evidenced by the daily room and board charged by the Hospital.

“**Fractured Leg or Patella with Established Non-Union**” means a complete break into two pieces of the patella or leg bone where:

- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed to last for the remainder of the Insured Person’s life.

“**Hospital**” means an establishment that meets all the following requirements:

- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction);
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides 24-hour a day nursing services by registered or graduated nurses;
- (d) has a staff of one or more Physician or Doctor(s) at all times;
- (e) provides both organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for the treatment of alcoholics or drug addicts.

“**Immediate Family Member**” means the Insured Person’s spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

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

“**Insured Person**” means the person(s) insured in the Schedule or subsequently endorsed hereon.

“**Loss of Thumb(s) / Finger(s) / Toe(s)**” means complete severance through or above the metacarpophalangeal 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**” means the entire and irrecoverable loss of sight.

“**Loss of Speech**” means the disability in articulating any three of the four sounds that 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 of Limb(s) / Thumb(s) / Finger(s) / Toe(s)**” means total functional disablement of any limb, thumb, finger or toe that is treated like the total loss of said limb, thumb, finger or toe.

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

“**Motor Vehicle**” means a self-propelled, four (4) or more wheeled vehicle, that is not being used as a Common Carrier and that is classified as:

- (a) A private passenger car, station wagon, van or sport utility vehicle;
- (b) A motor home or camper; or
- (c) A pick-up truck.

“**Opportunistic Infection**” means, but is not limited to, pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

“**Percentage of Sum Insured**” means the Percentage of Sum Insured stated in the Compensation Tables of PART I – DESCRIPTION OF COVERAGE 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 as certified by a Physician or Doctor.

“**Permanent Total Disablement**” means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her 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 Physician or Doctor to be total, continuous and permanent for the remainder of his/her life.

“**Physician or Doctor**” 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 surgical service, but excluding the Insured Person, an Immediate Family Member or someone living in the same household as the Insured Person.

“**Policy**” means this Policy and any other documents stated in PART VII – GENERAL CONDITIONS, ENTIRE CONTRACT herein.

“**Policyholder/Insured**” means a company(ies) named in the Schedule as Policyholder/Insured.

“**Schedule**” means the Schedule attached to and incorporated in this Policy.

“**Second Degree Burn**” means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation.

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

“**Terrorist**” or “**Member of a Terrorist Organization**” means any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government, authority or committee as a terrorist.

“**Terrorist Act**” means an act including but not limited to the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the intent is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

“**Third Degree Burn**” means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation.

“**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 Starr International Insurance (Asia) Limited.

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“**Windstorm**” means a cyclone, hurricane or typhoon where an alert or warning has been issued by the local government or a recognized institution where it attacked. A Windstorm that lasts for seventy-two (72) consecutive hours is deemed as one Windstorm event.

PART III – GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss arising directly or indirectly as a result of or in connection with:

1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
2. Nuclear risks of any nature; radioactive, nuclear pollution or contamination;
3. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person;
5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
6. Riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
7. The effects of alcohol or drugs other than those prescribed by a Physician or Doctor;
8. Dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
9. Suicide, attempted suicide, intentional self-injury or self-exposure to needless peril;
10. Psychosis, sleep disturbance disorder, mental or nervous disorders, cosmetic surgery, pregnancy, miscarriage or childbirth;
11. AIDS or any Injury or sickness commencing in the presence of a seropositive test for HIV and related disease, sexually transmitted disease;
12. An Insured Person engaging in naval, military or air force service or operations; armed force service;
13. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline; or
14. Any loss that occurs while the Insured Person is in the Republic of Iraq or the Islamic Republic of Afghanistan.

PART IV – TERMINATION OF COVERAGE

We may terminate this Policy at any time during the period of insurance by giving thirty (30) days' prior notice in writing to the last known address of the Policyholder or its insurance broker. In the event of such termination, We shall return promptly the pro-rata premium to the Policyholder. However, no notice of termination is required from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:

- (a) non-payment of any premium;
- (b) conviction of a crime arising out of acts increasing the hazards insured against;
- (c) fraud or material misrepresentation or material non-disclosure on the part of the Policyholder, the Insured Person and/or its insurance broker;
- (d) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.

The Policyholder may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. Upon termination by the Policyholder, premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium:

Covered Period	Retentive Percentage of Annual Premium
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

PART V - PREMIUM PROVISIONS

PREMIUM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

PAYMENT OF PREMIUM

The first premium is due on the Policy's effective date. After that, premiums will be due annually on the Anniversary Date unless We agree with the Policyholder in writing on some other method of premium payment. If any premium is not paid when due, the Policy will be canceled as of the premium due date, except as provided in the Policy Grace Period section as described below.

POLICY GRACE PERIOD

A Policy grace period of thirty-one (31) days shall be granted following the expiry date of the Policy for the payment of the required premiums. The Policy shall remain in force during the grace period. If the required premiums are not paid, insurance shall end upon the expiration of the grace period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force.

PART VI – CLAIM PROVISIONS

OBLIGATION

The due observance and fulfillment of the terms and conditions of this Part of the Policy insofar as they relate to anything to be done or complied with by the Insured and the Insured Person or an Insured Person's beneficiary(ies) or legal personal representative(s) are conditions precedent to Our liability to make any payment under this Policy.

TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy.

FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filing proof 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

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in this 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 the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as We may prescribe.

SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person given to Us or to Our general agent, with particulars sufficient to identify the Insured Person shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim within ninety (90) days after the date of such loss. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one (1) year after the date of such loss.

LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the laws of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such laws.

PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Physician or Doctor examine the Insured Person as often as is reasonably necessary when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

FRAUDULENT CLAIMS

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately terminate and all benefits in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim that is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

LEGAL ACTIONS

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 three (3) years after the time written proof of loss is required to be furnished.

PART VII – GENERAL CONDITIONS

ENTIRE CONTRACT

The Policy, Schedule, applications, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the Policyholder 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 insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and endorsed hereon.

AGE LIMIT FOR INSURED PERSON

The insurance under this Policy covers Insured Persons aged between eighteen (18) and seventy (70) years old.

GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy applies twenty-four (24) hours a day.

FOREIGN SANCTIONS

Subject to the terms and conditions of the Policy, this Policy applies anywhere in the world unless specifically limited by Us through endorsement, or where coverage would be prohibited under any law or regulation that is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter because it breaches any embargo or sanction, or because the Insured Person or any beneficiary under this Policy is designated a "Specially Designated National" (SDN) by the US Office of Foreign Assets Control (OFAC). In circumstances, where it is lawful for Us to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach any embargo or sanction, including but not limited to OFAC and/or the US Department of Commerce, then We will take reasonable measures to obtain the necessary authorization to make such payment. This Policy does not apply to the extent that any trade or economic sanctions laws, regulations or designations or other laws or regulations prohibit Us from offering or providing insurance. To the extent that any such prohibitions apply, the coverage will not be made effective, no benefit will be provided, We shall have no liability whatsoever and this Policy shall be void ab initio.

RIGHTS OF THIRD PARTIES

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

TO WHOM INDEMNITIES PAYABLE

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the Starr International Insurance (Asia) Limited, Suite 1901, 19/F, Central Plaza 18 Harbour Road, Wanchai, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of Our charter, constitution or by-laws shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. Benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy and that occurs while the Policy had lapsed.

RENEWAL CLAUSE

This Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. We reserve the right upon renewal to make adjustments to the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion.



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EXAMINATION OF RECORDS AND AUDIT

We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within two (2) years after the termination of the Policy as they relate to the premiums or subject matter of this insurance.

OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefits of Accidental Death and Disablement, Hospital Cash, Burn Benefit, Assault Extension, Windstorm Extension and Road Accident Extension shall not be subject to the foregoing limitation.

GOVERNING LAW

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

CLERICAL ERROR

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

Specimen