



SmartCare Prime Personal Accident Insurance Policy

Policy coverage attaching to and forming part of Schedule of Insurance

Welcome to Your AXA General Insurance Hong Kong Limited **SmartCare Prime** Personal Accident Insurance Policy.

Your Policy consists of
the proposal form
the Policy wording in this jacket
the Schedule

Your Schedule shows
details of Your cover
the period of insurance
the sums insured/monetary limits
any special terms that may apply to Your Policy

Following payment of the premium stated in the Schedule We will, in the event of Accident, Injury, or Loss happening during the Period of Insurance anywhere in the world, provide Insurance as described in the following pages for those Sections You have chosen.

Please read this jacket together with Your Schedule to make sure You know what cover is provided.

DEFINITIONS

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy or Schedule. These are given below or defined at the beginning of the appropriate Section.

| | |
|-------------------------|--|
| Accident | As referred to in the definition of Injury means a sudden unforeseen and fortuitous event. |
| Burn | Refer to tissue damage caused by the agent of heat only. |
| Child | Refer to the Insured's unmarried dependent child/ children age below 18 and greater than 1 year old. |
| Degree | The unit or measurement for the Burn customarily used by Hong Kong. |
| Hospital | Any institution lawfully operated for the care and treatment of injured persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing service and medical supervision, <u>but not including</u> any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts. |
| Hospital Patient | A patient necessarily and continuously confined to a Hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner. |
| Injury | Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means. |
| Loss | With respect to hands and feet, complete severance through or above wrist or ankle joints; with respect to thumbs, index fingers, middle fingers, ring fingers and little fingers, Loss shall mean complete severance through or above the metacarpophalangeal joints. |
| Loss of Hearing | Permanent irrecoverable Loss of Hearing rendering The Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment. |
| Loss of Limb | Limb refers to a hand or foot. The Loss by physical separation at or above the wrist or ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg. |
| Loss of Sight | The total and irrecoverable Loss of all sight of an eye rendering The Insured absolutely blind in that eye beyond remedy by surgical or other treatment. |
| Loss of Speech | Total and irrecoverable Loss of Speech irremediable by surgical or other means of treatment. |

| | |
|---------------------------------------|--|
| Partial Disablement | Refer to disablement from a substantial part of The Insured's any business or occupation, as specified in the Proposal form. |
| Permanent | Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement. |
| Spouse | Refer to The Insured's spouse. |
| Third Degree Burn | The damage or destruction of the skin to its full depth and damage to the tissues beneath. |
| Total Disablement | The inability of The Insured to engage in, or attend, the Insured's any business or occupation. |
| We/Us/The Insurer/ The Company | AXA General Insurance Hong Kong Limited. |
| You/Your/The Insured | The person named as the policyholder or Insured in the Schedule. Provided that the policyholder is between 18 and 65 years of age. |

CONDITIONS (these apply to all Sections)

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them We may cancel the Policy or refuse to deal with Your claim.

- 1 Change of Occupation**
The Policy shall cease to be in force if there be any alternation in the occupation or job nature of The Insured person unless specified otherwise in the Schedule.
- 2 Claims**
If any Accident, Loss or damage, resulting in Injury to The Insured which may give rise to a claim,
You must
 - give written notification to Us as soon as possible of any bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the Injury immediately in the case of death or within one calendar month of the occurrence if the Injury be non-fatal
 - send to Us immediately any writ or summons and as soon as possible any letter, claim, or other document
 - notify Us immediately of any impending prosecution, inquest or fatal inquiry
 - ensure that proper medical and surgical advice is obtained and followed by the Insured or Insured's family members as soon as possible after any Accident or Injury
 - at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require
 We are entitled to request
 - an examination by a medical referee appointed by Us for a non-fatal Injury
 - a post-mortem examination in the event of death
- 3 Cancellation**
We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return a proportionate part of the premium providing no claims have been made.
You may also cancel the Policy at any time by sending 7 days written notice. If there has been no claim during the current period We will return a proportionate part of the premium.
- 4 Notification of Changes**
You must advise Us of any change in the employment, occupation, duties or pursuits of The Insured, or of any change which may increase the chance of a claim under this Policy. Any such changes may result in an additional premium being charged.
- 5 Change of Beneficiary Assignment**
The right to change beneficiary is reserved to the Insured. No change of beneficiary or assignment of interest under this Policy shall be binding upon The Company unless the original or a duplicate notification thereof is received and endorsed by The Company, which does not assume any responsibility for the validity thereof.



6 Fraud

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false or fraudulently inflated We will not pay the claim and all cover under the Policy will be forfeited.

7 Payment of Benefits

Any benefits payable under this Policy will be paid to The Insured or to The Insured's beneficiary. Receipt of the benefit by The Insured or The Insured's beneficiary shall discharge our liability under this Policy.

Payment shall not be made under more than one of Section 1 and Section 2.

8 Arbitration

If We admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by You and Us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by You and one by Us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against Us over the dispute before the arbitrator has reached a decision.

9 Other insurance(s) [Applicable to Section 3 only]

If any Accident, Injury, Loss insured by this Policy is covered by any other insurance We will only pay our rateable proportion.

10 Renewal

If The Insured reaches the age of 65 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule.

We are not obliged to accept any renewal premium or to send You notice of any renewal premium becoming due.

11 Jurisdiction

The Policy shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.

12 This Policy is subject to minimum premium of HK\$500.

GENERAL EXCLUSIONS (these Exclusions apply throughout Your Policy)

- Any unlawful act of an Insured or his wilful exposure to danger (other than in an attempt to save human life), intentional self injury, suicide or attempted suicide, while sane or insane.
- Illness, disease, mental defect or infirmity, bacterial or viral infections even if contracted by Accident. This does not exclude bacterial infection that is the direct result of an Accidental cut or wound.
- Medical or surgical treatment except where such treatment is rendered necessary by bodily Injury within the scope of this Policy.
- Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of Burns.
- Venereal disease or insanity, AIDS (Acquired Immune Deficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection.
- Pregnancy or childbirth.
- Effect or influence of alcohol or drugs not prescribed by a qualified medical practitioner.
- Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
- Regular or temporary, military or police duties or fire service of any country.
- Declared or undeclared war or any act thereof, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power.
- Strike, riot and civil commotion.
- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
- Insured engaging or participating in any professional sports, dangerous activities or sports such as mountaineering or rock climbing using ropes or guides, underwater activities necessitating the use of underwater breathing apparatus, professional boxing and wrestling, parachuting, sky jumping, competitive snow or ice sports, hunting, pot-holing, any kind of speed contest or racing (other than on foot or while swimming), bungee jumping, winter sports, motor cycling.
- War and Terrorism Exclusion (NMA2918)
Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss;

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

ii any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 1 - ACCIDENTAL DEATH

We will pay the amount shown in the Schedule if during the Period of Insurance an Insured person shall sustain bodily Injury caused by violent, accidental, external and visible means resulting directly and independently of any other cause within one year in death loss.

Payment will be made to the deceased's beneficiary.

We will not pay more than the total amount shown in the Schedule for Accidental Death during any one year.

Excluding

Accidental death shall not be presumed by reason of the disappearance of the Insured person.

Payment shall not be made under more than one of Section 1 and Section 2.

SECTION 2 - PERMANENT DISABLEMENT

We will pay the amount shown in the Schedule if during the Period of Insurance an Insured person shall sustain bodily Injury caused by violent, accidental, external and visible means resulting directly and independently of any other cause within one year in disablement (total or partial) as described in the "Scale of Permanent Disablement Benefits" on page 3 of this jacket.

The Insured person will receive the percentage of the amount as described in the "Scale of Permanent Disablement Benefits" on page 3 of this jacket.

We will not pay more than the total amount shown in the Schedule for Permanent Disablement, during any one year.

Excluding

Payment shall not be made under more than one of Section 1 and Section 2.

SECTION 3 - ACCIDENTAL MEDICAL EXPENSES

3.1 Medical Expenses

Necessary medical or surgical treatment expenses from a Hospital or clinic; and other medical hospital treatment expenses, including all daily room and board expenses incurred by an Insured person while he/she is a Hospital Patient.

All surgical and all other miscellaneous expenses incurred by an Insured person for procedures involving surgery performed in the Hospital and for which surgery benefits are payable under hospital treatment expenses.

Necessary medical treatment, including consultation, prescribed medicine, laboratory and x-ray charges, incurred by an Insured person where treatment is carried out by a legally qualified and registered medical practitioner.

We will not pay more than the total amount shown in the Schedule for Accidental Medical Expenses, during any one year.

Excluding

Any medical expenses incurred due to illness or non-accidental nature.

3.2 Double Medical Indemnity for Serious Burn

The benefit payable under

- Section 3.1 - Medical Expenses

shall be doubled if the bodily Injury for which a valid claim exists is caused by or as a result of an Accident and is diagnosed by a legally qualified and registered medical practitioner to have suffered from a Third Degree Burn.

We will not pay more than the total amount shown in the Schedule for "Double Medical Indemnity", during any one year.

In any circumstances, the total amount shown in the Schedule for "Double Medical Indemnity" represents the maximum amount We will pay under the whole Section 3.



3.3 Chinese Medication Expenses

Necessary medical treatment incurred by an Insured person where treatment is carried out by a registered Chinese herbalist or bonesetter, up to a maximum of HK\$ 150 per visit per day.

Claim must be accompanied with an official payment receipt.

We will not pay more than the total amount shown in the Schedule for "Chinese Medication Expenses", during any one year.

Excluding

Any medical expenses incurred due to illness or non-accidental nature.

SECTION 4 - HOSPITAL CASH

A hospital confinement allowance is payable if an Insured person is hospitalized as an in-patient for treatment or surgery for a period of five consecutive days or more, up to a maximum amount as shown in the Schedule per week for not more than 52 weeks, but not exceeding the total amount shown in the Schedule for Hospital Cash, during any one year.

SECTION 5 - ADDITIONAL BENEFITS

5.1 Double Indemnity - for traffic accident whilst riding as a passenger, landslide, flood, explosion or fire

The benefit payable under Disablement items 1 to 3 under the "Scale of Permanent Disablement Benefits" shall be doubled if the death or bodily Injury for which a valid claim exists is caused by a traffic accident of a public common carrier included "MTR", railway train, tram car, taxi, public light bus, public bus, rental car, ferry or schedule airlines as well as private car in which the Insured person at the time of the Injury is travelling as an ordinary passenger or the accidental Loss sustained by the Insured person as a result of landslide, flood, explosion or fire.

We will not pay more than the total amount shown in the Schedule for "Double Indemnity" for traffic accident whilst riding as a passenger, landslide, flood, explosion or fire.

In any circumstances, the total amount shown in the Schedule the "Double Indemnity" represents the maximum amount We will pay under Section 1 or Section 2.

Excluding

Events not covered by Section 1 and Section 2 of this Policy.

5.2 Immediate Cash Relief

Necessary expenses incurred in the event of death of the Insured person resulting from an Accident, and a valid claim is payable under Section 1 of this Policy.

We will not pay more than the total amount shown in the Schedule for "Immediate Cash Relief", during any one year.

Payment will be made to the deceased's beneficiary.

Excluding

Events not covered by Section 1 of this Policy.

SCALE OF PERMANENT DISABLEMENT BENEFITS

| Disablement | Percentage (%) |
|--|---|
| (applies to the Sum Insured in the Schedule) | |
| 1 Total and permanent disablement from attending to or following any employment or occupations | 100% |
| 2 Total and permanent loss of all sight in one or both eyes | 100% |
| 3 Total loss by physical severance or total and permanent loss of use of | |
| (a) one or two limbs | 100% |
| (b) one or both hands | 100% |
| (c) arm above the elbow | 100% |
| (d) arm at or below the elbow | 100% |
| (e) leg above the knee | 100% |
| (f) leg at or below the knee | 100% |
| 4 Total and permanent loss of | |
| (a) sight in one eye except perception of light | 50% |
| (b) lens of one eye | 50% |
| 5 Total loss by physical severance or total and permanent loss of use of | |
| (a) thumb and four fingers of one hand | 50% |
| (b) four fingers of one hand | 40% |
| (c) thumb (both phalanges) | 25% |
| (d) thumb (one phalanx) | 10% |
| (e) index finger (three phalanges) | 15% |
| (f) index finger (two phalanges) | 8% |
| (g) index finger (one phalanx) | 4% |
| (h) middle finger (three phalanges) | 10% |
| (i) middle finger (two phalanges) | 4% |
| (j) middle finger (one phalanx) | 2% |
| (k) ring finger (three phalanges) | 8% |
| (l) ring finger (two phalanges) | 4% |
| (m) ring finger (one phalanx) | 2% |
| (n) little finger (three phalanges) | 6% |
| (o) little finger (two phalanges) | 3% |
| (p) little finger (one phalanx) | 2% |
| (q) all toes of one foot | 17% |
| (r) great toe (two phalanges) | 5% |
| (s) great toe (one phalanx) | 2% |
| (t) any other toe | 3% |
| 6 Total and permanent loss of | |
| (a) hearing in both ears | 75% |
| (b) hearing in one ear | 15% |
| (c) speech | 50% |
| 7 Any permanent partial disablement not specified above other than loss of sense of taste or smell | such percentage to be assessed by The Company as in the opinion of The Company's medical advisers is not inconsistent with the foregoing without regard to the Insured Person's occupation. |



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Thank you for considering Sun Flower to be one of your selected intermediaries.

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

PROVISIONS (these should be read in conjunction with Your Schedule)

- 1 Should "Spouse" or "Child" option be taken, Insured and Spouse will each receive same amount of benefits. Each eligible Child will receive 50% of Insured's benefits.
- 2 Payment shall not be made under more than one of Section 1 and Section 2.
- 3 The total sum payable under Section 3 shall not exceed the amount provided for under Section 3.2.
- 4 The total sum payable under Section 1 or Section 2 shall not exceed the amount provided for under Section 5.1.
- 5 Upon the payment of Section 1 or the maximum sum under Section 2 or Section 5.1. We will be discharged from any further claim, except for expenses incurred under other Sections arising from the same Injury or Accident.

24-HOUR AXA ASSISTANCE HOTLINE SERVICE (Worldwide Service)

The Insured during the Period of Insurance could contact AXA Assistance 24-hour hotline service for emergency assistance at:

Hong Kong (852) 2861 9285

Please provide the following information when contacting AXA Assistance:

- Insured's name and his/her passport or identity card number, and
- Policy number and inception date of the Policy, and
- The name of the place and the telephone number where AXA Assistance can reach the Insured or his/her representative, and
- A brief description of the Accident and the nature of the assistance required

The following emergency evacuation services and benefits are available:

- (1) Telephone medical advice or Referral appointment
- (2) Medical evacuation
- (3) Repatriation after treatment / Repatriation of mortal remains
- (4) Compassionate visit / Return of unattended dependent Child
- (5) Arranging of Hospital admission
- (6) Travel assistance

Service provided are primarily on advisory or referral basis. Expenses incurred should be paid by the Insured other than items (2), (3) and (4) which are subject to:

- the total amount/sum insured provided under Section 3.1 Medical Expenses
- terms and conditions contained in this Policy
- the incidents due to an Accident

HOW TO MAKE A CLAIM

You should

- 1 Check that the cause of the Injury, Accident or Loss is covered.
- 2 Follow the conditions in this Policy.
- 3 Complete the claim form obtainable from The Company. Claim form can also be downloaded from our Company website.
- 4 In connection with any Injury, Accident or Loss which may give rise to a claim under the Policy it is most important that You
 - a follow the "Claims" condition on page 1 of this jacket
 - b tell Us and provide full details in writing as soon as possible
 - c send Us any writ, summons or other legal document.

We will

- 1 Where necessary, arrange for someone to call as soon as possible. This person will be one of our staff or any person instructed by Us.
- 2 In other cases let You know if We need any more information.

Important - Please follow these guidelines as they will assist Us in processing Your claim.

Please always state Your Policy reference and/or claim number in all communications.

Should You have any query or need further advice, please call Us on 2523 3061.

Once Your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

IMPORTANT NOTES

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

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- 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
- any members of the "Federation" by the "Federation" for any of the above or related purposes.

Moreover, AXA General Insurance Hong Kong Limited is 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 our Company. Requests for such access can be made to our Personal Data (Privacy) Ordinance Compliance Officer.

CARING FOR OUR CUSTOMERS

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do

- Your first point of contact should always be your insurance agent or broker. Alternatively, you may submit your feedback to the AXA Manager in charge of the matter you are raising.
- If, following contact with the above, you feel that you require further assistance then please write to

Chief Executive Officer
AXA General Insurance Hong Kong Limited
21/F Manhattan Place 23 Wang Tai Road
Kowloon Bay Kowloon Hong Kong

An acknowledgement that your complaint has been received will be sent to you within two working days following which your complaint will be investigated. If we have your telephone number we will call you.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Claims Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, you may write to the Insurance Claims Complaints Bureau at the following address

Insurance Claims Complaints Bureau
29/F Sunshine Plaza
353 Lockhart Road
Wanchai Hong Kong

If the Insurance Claims Complaints Bureau decides that our handling of your claim has been unreasonable or technically incorrect, their decision is binding on us by the terms of an agreement we have signed.

Important - Please remember to quote your Policy reference in any communication.



® Sun Flower Insurance Brokers Limited

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Thank you for considering Sun Flower to be one of your selected intermediaries.

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