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ZURICH

蘇黎世

ZURICH INSURANCE COMPANY LIMITED

(a company incorporated in Switzerland)

GROUP PERSONAL ACCIDENT INSURANCE POLICY

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GROUP PERSONAL ACCIDENT POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

In consideration of payment of premium, *we* hereby agree to insure all the *insured person* of the policyholder in the manner and to the extent provided in this policy, subject to the definitions, exclusions, policy conditions and to any memoranda endorsed hereon.

All period of insurance shall begin at 00:00 and end at 24:00, standard time at the place where this policy was issued.

DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help *you* identify these words in this policy, *we* have printed them in italics throughout this policy.

Accidental or Accident	a sudden and unforeseen event that happens unexpectedly and causes bodily <i>injury</i> to the <i>insured person</i> .
Civil War	an internecine <i>war</i> , or a <i>war</i> carried on between or among opposing citizens of the same country or nations.
Confinement	admission in a <i>hospital</i> for medical treatment for a minimum period of six (6) hours upon the recommendation of a <i>medical practitioner</i> and continuously stays in the <i>hospital</i> prior to his/her discharge. <i>Hospital</i> confinement will be evidenced by a daily room and board charge by the <i>hospital</i> .
Conveyance	any vehicle, craft, aircraft carry goods or passengers on land, in water, at air or at space.
Conveyance Limit	the maximum limit of indemnity for which <i>we</i> will be liable under this policy for all losses arising out of any one <i>conveyance</i> . In the event that the said limit of liability for any one <i>conveyance</i> is insufficient to pay the full amount of liability for each <i>insured person</i> , then the amount payable for each <i>insured person</i> shall be in the proportion that the limit of liability for any one <i>conveyance</i> bears to the total amount of insurance that would have been payable except for such limit of liability. However, in the event of a claim hereunder, the said limit shall be automatically reinstated.
Fractured Leg or Patella with Established Non-Union Hospital	a complete break into two pieces; the broken leg does not mend properly and function normally and remains separate. These conditions will last for the remainder of the <i>insured person's</i> life. an establishment which meets all the following requirements: <ul style="list-style-type: none">• holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);• operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;• provides twenty-four (24) hours a day nursing service by registered or graduated nurses;• has a staff of one (1) or more registered <i>medical practitioner</i> available at all times;• provides organized facilities for diagnosis and major surgical facilities; and• is not primarily a clinic, nursing, rest or convalescent home or similar establishment, a place for alcoholics or drug addicts.
Injury	bodily injury to the <i>insured person</i> during the period of insurance and is caused by an <i>accident</i> , solely and independently of any other cause.
Insured Person(s)	Those people as specified in the <i>schedule</i> as "Eligible Persons".
Loss of Fingers or Toes	complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
Loss of Hearing	<i>permanent</i> 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 Hertz $1/6 (a+2b+2c+d)$ is above 80dB
Loss of Limb	loss by physical separation at or above the wrist or ankle joint
Loss of Sight of Eyes	the entire and <i>permanent</i> irrecoverable loss of sight
Loss of Speech	the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
Loss of Use	total functional disablement and is treated like the total loss of said limb or organ.
Medical Practitioner	a person other than the <i>insured person</i> or a member of the <i>insured person's</i> immediate family, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.
Occurrence Limit	the maximum limit of indemnity for which <i>we</i> will be liable under this policy for all losses arising out of any one <i>accident</i> . In the event that the said limit of liability is insufficient to pay the full amount of liability for each <i>insured person</i> , then the amount payable for each <i>insured person</i> shall be in the proportion that the limit of liability for any one <i>accident</i> bears to the total amount of insurance that would have been payable except for such limit of liability. However, in the event of a claim hereunder, the said limit shall be automatically reinstated.
Permanent	lasting twelve (12) consecutive months from the date of <i>accident</i> and at the expiry of that period being beyond hope of improvement.
Permanent Total Disablement	when as the result of <i>injury</i> and commencing within twelve (12) consecutive months of the date of the <i>accident</i> an <i>insured person</i> 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 education, training or experience, or if he/she has no business or occupation from attending to any duties which would normally be carried out by him/her in his/her daily life, <i>we</i> will pay, provided such disability has continued for a period of twelve (12) consecutive months the principal sum insured less any other amount paid or payable under this policy as the result of the same <i>accident</i> . The disability must be total, continuous and <i>permanent</i> at the end of the period.
Schedule	the schedule attached to and incorporated in this policy.
Terrorism	an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which <ul style="list-style-type: none">• involves violence against one or more persons; or• involves damage to property; or• endangers life other than that of the person committing the action; or• creates a risk to the health or safety of the public or a section of the public; or• is designed to interfere with or disrupt an electronic system.
War	a contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of peaceful relations and ii) a general contention by force, both authorized by the sovereign.
We, Us, Our	Zurich Insurance Company Limited.
You or Your	the Insured stated in the <i>schedule</i> who is the policyholder of this policy.

COVER

1. Accidental Death and Disablement

If during the Period of Insurance, the *insured person* sustains *injury*, as a result of a covered *accident* which solely and independently of any other cause shall within twelve (12) consecutive months result in death or disablement as provided in the Compensation Table here-in-attached, *we* will according to the Compensation Table pay to the *insured person* the respective percentage of the sum insured as stated in the *schedule*.

Disappearance Clause:

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance due to sinking or wrecking of the aircraft or other *conveyance* either on the ground or at sea in which the *insured person* was travelling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from *injury* caused by an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

2. Accidental Medical Expenses

This benefit is only applicable if it is shown as being operative in the *schedule*.

In the event that the *insured person* sustains *injury* as a result of a covered *accident*, *we* shall reimburse the *insured person*, subject to the deductible if any, the actual *accidental* medical expenses which have already been paid to a duly qualified and registered *medical practitioner*, nurse and/or *hospital*. Such medical expenses include surgical expenses, X-ray expenses, *hospital* charges, nursing treatment expenses and /or ambulance hire expenses; but excluding the cost of dental treatment unless such cost is necessarily incurred due to the necessary dental treatment for the sound and natural teeth of the *insured person* and is caused by an *accident*.

Follow-up Accidental Medical Expenses

This benefit shall also extend to cover the *insured person* against any actual *accidental* medical expenses paid to a duly qualified and registered *medical practitioner*, nurse and/or *hospital* for the continuation of medical attention sought for the above *injury* within ninety (90) days from the date of the *accident*. Such medical expenses include surgical expenses, X-ray expenses, *hospital* charges, nursing treatment expenses and /or ambulance hire expenses; but excluding the cost of dental treatment unless such cost is necessarily incurred due to the necessary dental treatment for the sound and natural teeth of the *insured person* and is caused by the above *injury*.

In any event, the total amount payable under Accidental Medical Expenses shall not exceed 100% of the sum insured as stated in the *schedule*.

If all or part of the Accidental Medical Expenses is recoverable from any other source, *we* will only be liable for the shortfall of the Accidental Medical Expenses which is not recoverable from such other source.

GENERAL EXCLUSIONS

This policy does not cover death, disablement, *injury*, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

1. *war*, invasion, act of foreign enemy, hostilities (whether war be declared or not), *civil war*, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion;
2. (i) any act of *terrorism* regardless of any other cause of event contributing concurrently or in any other sequence to the loss;
(ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.

In any action, suit or other proceedings where *we* allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance the burden of proving that such loss or damage is covered shall be upon the *insured person*.

3. participating in criminal acts;
4. engaging in duty with any armed force of any country or international authority;
5. engaging in a sport in a professional capacity or where an *insured person* would or could earn income or remuneration from engaging in such sport;
6. prolonged or complicated by any pre-existing physical weakness defect or disease or by any *injury* sustained prior to that in respect of which a claim is made hereunder;
7. suicide, attempted suicide, intentional self-injury, insanity, any kind of sickness or disease, or whilst under the influence of alcohol or drugs;
8. childbirth, pregnancy or miscarriage notwithstanding that such *injury* may have been accelerated or induced by *accident*;
9. any venereal disease or HIV-related sickness including AIDS and/or any mutant derivatives or variations thereof however caused or however named;
10. any air travel except as a passenger in a properly licensed private and/or commercial aircraft;
11. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

CONDITIONS

1. For named policy: *you* should declare to *us* by written notice regarding the actual number of *insured persons* together with their full names, date of birth, amount insured/plan selected and passport/other identification document number before this policy being effected.
2. For unnamed policy : although no individual name declaration is required, *we* reserve the right to verify the list of *insured persons* in the book of record kept by *you* in case of any losses occur.
3. All claims must be verified by *you*.

GENERAL PROVISIONS

1. Entire Contract

This policy including the *schedule*, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* officer and evidenced by endorsement of amendment.

2. Age limit

Unless specifically mentioned in the *schedule* to the contrary, the insurance afforded under this policy shall only apply to *insured persons* aged 1 - 65 inclusive.

3. Notice of Claim

Written notice of claim must be given to *us* within thirty (30) days of the date of the *accident* causing such *injury*. In the event of *accidental* death, immediate notice thereof must be given to *us*.

4. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the receipt of the claim form provided by *us*. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time provided such proof is furnished as soon as reasonably practicable, and in any event, no later than one hundred and eighty (180) days from the time such proof is otherwise required. All certificates information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished without expense to *us*.

In case of insanity, proof from two (2) independent *medical practitioners* should be submitted to *us* to certify the *insured person* is insane.

5. Medical Examination

We will be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* whenever required by *us* and in the event of death to have a post-mortem examination at *our* expense.

6. Payment of Claim

Indemnity for death of the *insured person* is payable to the estate of the *insured person*. All other indemnities are payable to the *insured person*.

7. Misstatement or Fraud

Any false statement made by *you* or the *insured person*, or concerning any claim shall result in *our* right to repudiate liability under this policy.

8. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within two (2) years from the expiration of the time within which proof of claim is required.

9. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of Hong Kong Courts.

10. Subrogation

We have the right to proceed at its own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

11. Arbitration

All differences arising out of this policy shall be determined by arbitrator in accordance with the Arbitration Ordinance, Chapter 341, Laws of Hong Kong as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this policy that an arbitration award shall be first obtained. If *we* shall disclaim liability to the *insured person* for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitrator 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.

12. Cancellation

We or *you* may cancel this policy by giving thirty-one (31) days notice of cancellation by written notice delivered to the other party, or mailed to his last known address. No refund premium is allowed once the insurance has been effected.

13. Compliance with Policy Provisions

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