

## Personal Protector Policy 3.0

Here is your new Insurance Policy. Please examine it together with the Schedule, to make sure that You are fully aware of the protection You can enjoy.

It is important that the Policy, the Schedule and any amendments are read together to avoid any misunderstandings.

Almost certainly your needs will change. If they do, please let Us know - your Policy is designed for easy amendment or extension.

### How Your Insurance Operates

Your Personal Protector Policy 3.0 is a contract between You and Us. The application form, declaration and information given are the basis of this contract.

In consideration of You paying to Us the required Premium, We agree to pay You the Benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the Benefits to the Beneficiary specified in the Schedule.

### Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so please contact, preferably in writing, your broker or agent. If You do not have a professional adviser please contact, our Business Manager, who has wide authority and is always ready to help You with your problems.

### General Conditions

The conditions which appear in the Policy or in any endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us.
3. Before each renewal of the insurance You must also advise Us in writing of any Bodily Injury or disease which to your knowledge has been suffered by any Insured Person.
4. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.
5. The Policy may be renewed from year to year by mutual agreement between You and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the Age of Seventy. Thereafter We may accept further renewal of the Policy at our own discretion.
6. We may cancel the Policy by sending seven days' notice by registered letter to You at your last known address and We will refund to You the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

You may at any time cancel the Policy by delivering to Us a notice in writing whereupon We shall refund to You the unused part of any premium paid in respect of the unexpired Period of Insurance calculated at the customary short period rate subject to the minimum premium.

7. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby 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 the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.
9. 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.

### Claims Conditions

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, in so far as they apply, by the Insured Person or any other claimant.

1. You or anyone acting on your behalf must report in writing to Us within 30 days with full details of any Bodily Injury which may result in a claim under this Policy.
2. You or the Insured Person shall employ the services of a registered medical practitioner and the Insured Person shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required by Us.
4. The Insured Person may have to undergo further medical examination required by Us at our expense.
5. In the event of death of the Insured Person We shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under the Policy.

### General Exceptions

#### We will not pay the Benefits for:

1. Bodily Injury, death, disability, loss, damage, liability, 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:

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

2. Bodily Injury, death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:

- a) 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
- b) any act of terrorism including but not limited to
  - the use or threat of force, violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
- by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

3. Bodily Injury, death or disability caused by the Insured Person:

- a) flying or travelling in an aircraft other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service,
- b) engaging in air crew,
- c) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country,
- d) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.

4. Bodily Injury, death or disability caused by the Insured Person engaging in or practising for:

- a) parachuting or any sporting activities in connection with an aircraft,
- b) hang gliding,
- c) any kind of race (other than on foot or swimming) or trial of speed or reliability,
- d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes.

5. Bodily Injury, death or disability caused by:

- a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life),
- b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
- c) the Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction),
- d) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury,
- e) fighting (except in bona fide self defence), provoked assault, resistance to arrest,
- f) illegal acts of the Insured or the Insured Person.

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If We allege that by reason of these General Exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You.

## Definition of Words

Certain words have been defined below. They have the same meaning wherever they are used in the Policy.

### Bodily Injury

Bodily injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

### Hospital

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- (a) has organised facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a physician; 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.

### Insured Person

The Insured Person(s) named in the Schedule, for whom this insurance has been arranged.

### Period of Insurance

The period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

### Schedule

The Schedule attached to the policy of insurance.

### You/The Insured

The person named in the Schedule who is the policyholder of the insurance.

### We/Us/the Company

MSIG Insurance (Hong Kong) Limited.

## Special Provisions

### a) Disappearance

We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such benefit shall be refunded to Us.

### b) Exposure

If an Insured Person suffers Bodily Injury and thereafter in consequence of that Bodily Injury suffers death or disablement as a result of exposure to the elements, We will consider such death or disablement as having been caused by Bodily Injury.

## BASIC BENEFITS

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay Benefits as outlined below:

1. DEATH	100% of the amount stated in the Schedule
2. PERMANENT DISABLEMENT as specified below	Percentage of the amount stated in the Schedule
1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	
2. Total and permanent loss of all sight in one or both eyes	
3. Total loss by physical severance or total and permanent loss of use of:	
a) one or two limbs	
b) one or two hands	
c) arm above the elbow	
d) arm at or below the elbow	
e) leg above the knee	
f) leg at or below the knee	
4. Permanent total insanity	
5. Permanent total paralysis of all limbs	

6.	Total loss by physical severance or total and permanent loss of use of :	
a)	thumb and four fingers of one hand	70%
b)	four fingers of one hand	45%
c)	thumb (two 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)	each other finger (three phalanges)	10%
i)	each other finger (two phalanges)	4%
j)	each other finger (one phalanx)	2%
k)	all toes of one foot	17%
l)	great toe (two phalanges)	5%
m)	great toe (one phalanx)	2%
n)	any other toe	3%

7. Total and permanent loss of:

a)	hearing in two ears	75%
b)	hearing in one ear	25%
c)	speech	60%

8. Any permanent partial disablement not specified above other than loss of sense of taste or smell:

- such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

3. **TEMPORARY DISABLEMENT** resulting in the Insured Person being entirely prevented from engaging in or attending to usual occupation or profession - the weekly benefit stated in the Schedule under the Temporary Disablement Benefit.

#### 4. MEDICAL EXPENSES

Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within twelve (12) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.

The Company will pay up to an amount not exceeding the amount stated in the Schedule under Medical Expenses Benefit in respect of any one event. The limit under this Benefit will automatically be doubled in the event of the Insured Person sustaining Bodily Injury due to ROBBERY. In any event the maximum indemnity under this Benefit is limited to HK\$300,000 for each Insured Person.

### Compensation limits in respect of any one Insured Person

1. Death Benefit stated in the Schedule shall not be payable for:
  - unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
  - in addition to Permanent Disablement Benefit stated in the Schedule if caused by the same Bodily Injury, except that if a payment has been made under any part of Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then we shall pay any difference if the Benefit payable for death is greater than that already paid for permanent disablement.
2. Permanent Disablement Benefit stated in the Schedule shall not be payable for:
  - unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,

- any specific part of Permanent Disablement where greater benefit amount is payable for another part of the permanent disablement includes that specific part,
- more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.

3. Temporary Disablement Benefit stated in the Schedule shall not be payable for:

- more than 104 weeks from the commencement of the disablement in respect of any one Bodily Injury,
- upon death of the Insured Person or occurrence of permanent disablement for which compensation under Death Benefit or Permanent Disablement Benefit is payable,
- more than 52 weeks from the commencement of the disablement in respect of any one Bodily Injury which results in death or permanent disablement at a later stage for which either Death Benefit or Permanent Disablement Benefit is payable. Any amount paid after 52 weeks under weekly benefit shall be deducted from any sum payable under Death Benefit or Permanent Disablement Benefit.
- unless sick leave is granted by a qualified medical practitioner,
- unless confirmation by the Insured Person's employer showing that the Insured Person is not attending to work during the sick-leave period.

4. If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the **Medical Expenses Benefit** except for any excess beyond the amount payable under other insurance.

No benefit stated in the Schedule shall be payable until the total amount of the Benefit shall have been ascertained and agreed unless otherwise agreed by the Company.

AGE LIMIT WARRANTY: - It is warranted that all Insured Persons are between 16 & 70 of age inclusive.

### EXTRA BENEFITS

#### 1. FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipted accounts from a recognised undertaker/ transporter within Hong Kong (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$25,000 in respect of death of the Insured Person for whom compensation is payable under the Policy.

#### 2. EXTENDED SPOUSE COVER

The Company will provide cover for the Insured Person's Spouse in respect of Death Benefit and Permanent Disablement Benefit for an amount not exceeding HK\$100,000 provided that the Insured Person has taken out Death Benefit and Permanent Disablement Benefit for an amount not less than HK\$1,000,000 under the Policy.

#### 3. CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION

The Company will pay to the Insured Person who sustains Bodily Injury and damage to the clothing as well as personal effects at the same accident (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

#### **4. BONESETTERS & ACUPUNCTURISTS TREATMENT EXPENSES**

The Policy extends to cover the necessary and reasonable Bonesetter & Acupuncturist treatment expenses actually incurred and supported by receipts from a licenced or registered Bonesetter or Acupuncturist for an amount not exceeding HK\$1,500 in annual aggregate. The Company shall not be liable for more than HK\$150 per consultation which cannot be more than one per day.

This extension applies to the Insured Person who has taken out Medical Expenses Benefit for an amount not less than HK\$10,000 under this Policy.

#### **5. HOSPITAL CONFINEMENT ALLOWANCE**

In the event of the Insured Person being confined in hospital for treatment of Bodily Injury, a weekly benefit of HK\$500 is payable for such period of confinement subject to a maximum period payable not exceeding 52 weeks.

If the period of confinement is less than a week, the benefit will be paid on a pro-rata basis.

#### **6. NO CLAIM BONUS**

In the event of no claim being submitted or paid under the Policy during the preceding policy year, the benefit amount under Death Benefit and Permanent Disablement Benefit will be increased by 10% compounding each year over a 5-year period.

In the event of the Insured Person transferring his/her personal accident insurance from another insurance company to Us, he/she will be entitled to the same amount of No Claim Bonus as shown on the renewal notice presented to us. The number of no-claim year on the new policy will be the same as that shown on the renewal notice, subject to a maximum of 5 years. The Insured Person shall at his/her own expense furnish to the Company a renewal notice.

No refund premium shall be made to the Insured Person who by any reason whatsoever does not require this increase in cover.

Should a claim happen during any one Period of Insurance, the amount of the No Claim Bonus at next renewal shall be reduced to zero.

#### **7. DOUBLE INDEMNITY**

The amount payable under Death Benefit stated in Schedule shall be doubled or increased by HK\$1,000,000 whichever is the lower in the event of the Insured Person sustaining Bodily Injury resulting in death while

- i) travelling as a fare-paying passenger on board a public conveyance that is licensed to carry all persons indifferently and is not a contractor or private carrier including multi-engined aircraft, bus, coach, train, ship, hovercraft, ferry and taxi.
- ii) being an innocent victim in a robbery or attempted robbery.
- iii) being an innocent victim in a fire or explosion within the residential building where the Insured Person's home form part of it.

The amount payable under this benefit shall only apply to the original amount that is stated in the Schedule excluding any No Claim Bonus which may have subsequently accumulated.

# Appendix : Personal Accident Emergency Assistance Services Terms and Conditions

Personal Accident Assistance Services are arranged through the Service Provider by MSIG Insurance (Hong Kong) Limited to assist the Member in any emergency whilst he/she travels outside of the Hong Kong Special Administrative Region for a trip not exceeding ninety (90) days.

## SECTION 1 - DEFINITIONS

### **The Company :**

Shall mean MSIG Insurance (Hong Kong) Limited.

### **Assistance Event :**

Shall mean any event or occurrence with respect to the Member who is entitled to receive Assistance pursuant to these terms and conditions, occurring within the Territorial Limits set in Section 2 Item 2.2 and subject to Exclusions listed in Section 6.

### **Bodily Injury :**

Shall mean any Bodily Injury caused solely and directly by accidental external violent and visible means occurring during the period of insurance covered by the Company.

### **Dollar :**

Shall mean the lawful currency of the Hong Kong Special Administrative Region.

### **Emergency :**

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

### **Country of Residence :**

Shall mean the Hong Kong Special Administrative Region.

### **The Member :**

Shall mean any person duly covered by the Company.

### **Close Relative :**

Shall mean the Member's spouse, parent(s), his/her child(ren), brother(s) or sister(s) excluding parent(s)-in-law, brother(s) / sister(s)-in-law.

### **The Service Provider :**

Shall mean the provider for emergency assistance services appointed by the Company.

### **Serious Medical Condition :**

Shall mean a condition which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

## SECTION 2 - DURATION OF COVER AND LIMITATIONS

### **2.1 DURATION OF COVER**

The benefits mentioned in Section 3 are granted during the period of insurance of the Policy.

### **2.2 TERRITORIAL LIMITS**

The benefits mentioned in Section 3 apply worldwide outside the Country of Residence.

### **2.3 LIMITATION PERIOD**

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

## SECTION 3 - EMERGENCY ASSISTANCE SERVICES AND BENEFITS

### **3.1 MEDICAL ATTENTION, TELEPHONE MEDICAL ADVICE, EVALUATION AND REFERRAL APPOINTMENT**

When medical advice is needed, the Member may telephone the Service Provider's Alarm Centre for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Member shall be referred to another physician or to a medical specialist for personal assessment and the Service Provider will assist the Member in making the medical appointment, if available locally.

### **3.2 MEDICAL EVACUATION**

Should the Member suffers from Bodily Injury and in a Serious Medical Condition, the Service Provider will, on behalf of the Company, arrange and pay for:

- The transfer of the Member into one of the nearest hospitals and, if necessary, on medical grounds
- i) The transfer of the Member with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury, or
- ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Member with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his/her permanent residence, if his/her medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

The Service Provider retains the absolute right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time.

### **3.3 REPATRIATION AFTER TREATMENT**

Following the Medical Evacuation in Section 3.2(i) above and if medically necessary, the Service Provider will, on behalf of the Company, arrange and pay for the repatriation of the Member to his/her Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Member shall surrender any unused portion of his/her ticket to the Company.

The maximum amount payable under Section 3.2 and 3.3 is HK\$2,000,000.

### **3.4 REPATRIATION OF MORTAL REMAINS/ASHES**

Upon death of the Member caused by Bodily Injury, the Service Provider will, on behalf of the Company, make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to HK\$50,000 for (i) the repatriation of the Member's body or ashes to the Member's place of burial in the Member's Country of Residence, or (ii) at the request of the Member's heirs or representative, the local burial of the Member, provided that the Company's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

### **3.5 COMPASSIONATE VISIT**

In the event of the Member suffering from Bodily Injury resulting in hospital confinement outside his/her Country of Residence for more than ten(10) consecutive days, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a return ticket on Scheduled Airline (on economy fare basis) for a relative or designated person of the Member to travel from the Member's Country of Residence to the Member's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of five(5) consecutive days, but excluding the cost of drinks, meals and other room services.

### **3.6 RETURN OF UNATTENDED DEPENDENT CHILD(REN) TO COUNTRY OF RESIDENCE**

If any of the Member's travelling dependent child(ren) under 16 years of age is left unattended by reason of the Member's Bodily Injury resulting in hospital confinement outside his/her Country of Residence, the Service Provider will, on behalf of the Company, organise and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child(ren) to return to his/her home in the Member's Country of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Member shall surrender any unused portion of the return ticket to the Company.

### 3.7 DEPOSIT GUARANTEE OF HOSPITAL ADMISSION

In the event of the Member suffering from Bodily Injury resulting in hospital confinement, the Service Provider will, on behalf of the Company, guarantee and provide hospital admission deposit up to HK\$40,000, provided that such confinement is duly approved by both the attending physician and the Service Provider's Alarm Centre doctor and the Member has no other means to pay the required hospital admission deposit.

The Member shall reimburse the Company the Hospital Admission Deposit unless the medical expenses are covered by the Policy.

### 3.8 HOTEL ROOM ACCOMMODATION FOR CONVALESCENCE

In the event of the Member suffering from Bodily Injury resulting in hospital confinement, the Service Provider will, on behalf of the Company, arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of five(5) consecutive days, incurred by the Member for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending physician and the Service Provider's Alarm Centre doctor.

### 3.9 UNEXPECTED RETURN TO THE COUNTRY OF RESIDENCE

In the event of the death of the Member's Close Relative in his/her Country of Residence while the Member is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his/her Country of Residence, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a scheduled return airline ticket (economy class) for the return of the Member.

### 3.10 TRAVEL INFORMATION

The Member may contact the Service Provider to obtain the following information and services before starting or during his/her journey.

- Update immunisation and vaccination requirements and needs
- Weather information worldwide
- Airport taxes
- Customs requirements
- Passport and visa requirements
- Addresses and contact numbers of consulate and embassies
- Exchange rates
- Banking days
- Arrangement of interpreter services
- Arrangement of children escort
- Transmission of urgent messages in case of Emergency

### 3.11 LUGGAGE RETRIEVAL

In the event of loss or misrouting of the Member's luggage by a common carrier, the Service Provider will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Member may direct.

The cost of delivering the delayed luggage shall be borne by the Member.

### 3.12 EMERGENCY REROUTING ARRANGEMENTS

The Service Provider will assist the Member in reorganizing his/her flight schedule should an emergency oblige him/her to alter his/her original plan.

### 3.13 ADMINISTRATION ASSISTANCE

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), the Service Provider will provide the Member with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

### 3.14 LEGAL ASSISTANCE

The Service Provider will provide worldwide referral of lawyers and solicitor firms in case the Member is involved in a civil litigation.

## SECTION 4 - GENERAL OBLIGATIONS /PROCEDURES

### 4.1 REQUEST FOR ASSISTANCE

In case of an Emergency, and prior to taking personal action where reasonable, the Member or his/her representative shall call the Service Provider's Alarm Centre whose contact number is listed below :

**HONG KONG : (852) 3122 6899**

and should be stated :

- His/Her name, the certificate number / the policy number, name of the insurance company and his/her representative, and
- A brief description of the accident and the nature of help required.

The cost of long distance calls shall be borne by the Member.

### 4.2 FAILURE TO NOTIFY THE SERVICE PROVIDER

- In a life threatening situation, the Member or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call the Service Provider's Alarm Centre to provide the appropriate information as soon as possible.
- In the event of Bodily Injury resulting in hospitalisation of the Member prior to notifying the Service Provider, the Member or his/her representative, where possible, shall contact the Service Provider within three days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the Company may hold the Member responsible.

In the event of repatriation, in order to facilitate prompt response, the Member or his/her representative shall provide :

- i) The name, address and telephone number of the hospital or other medical facility where the Member has been taken, and,
- ii) The name, address and phone number of the attending physician and, if necessary, the Member's family doctor.

The Service Provider's medical team or other representatives shall have free access to the Member in order to assess the Member's condition. Without reasonable justification for denial of such an access, the Member will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Member by the Service Provider, the Member shall deliver the unused portion of his ticket, or the value thereof, to the Company to offset the cost of such repatriation.

The Member or any party will not be entitled to be reimbursed any expenses without obtaining a prior approval from the Company.

## SECTION 5 - OBLIGATIONS OF THE MEMBER

### 5.1 MITIGATION

The Member shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

### 5.2 COOPERATION WITH THE SERVICE PROVIDER

The Member shall cooperate with the Service Provider to enable the Service Provider to get all the required documents and receipts from the relevant sources and assisting the Service Provider at his/her expenses in complying with necessary formalities.

### 5.3 LIMITATION ON CLAIMS

Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within one year of the occurrence of such event.

### 5.4 SUBROGATION

In the event that the Company makes any payment in connection with provision of assistance to the Member, the Company shall be subrogated to the rights of such Member to obtain payments from :  
i) Any third party found legally responsible for the assistance, up to the amount of such payment made by the Company, and  
ii) Any other insurance or assistance plan which provides compensation to the assistance events.

## SECTION 6 - EXCLUSIONS

The provision of the benefits mentioned under Sections 3.2 to 3.9 is subject to Exceptions of the Policy. For details, please refer to the Policy itself.

## SECTION 7 - JURISDICTION

The terms and conditions of Personal Accident Assistance Services are subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and are to be construed according to the laws of the Hong Kong Special Administrative Region.

### DISCLAIMER :

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

## **Appendix: Notice to customers relating to The Personal Data (Privacy) Ordinance ("the Ordinance")**

MSIG insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **Privacy Policy**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone without your consent. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agents, contractors or third parties who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our Privacy Policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [msig.com.hk](http://msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customer, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

**If you do not wish MSIG to use your personal data for direct marketing as listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the ["Enquiry form – Opt-out from direct marketing activities"](#) on our website at [msig.com.hk](http://msig.com.hk). In your notification, you must supply the same required information as listed below.**

**To enable us to process your opt-out request, please provide us below information and send to:  
The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.**

**Full name:**

**Contact number:**

**HKID number:** *(for identification purpose)*

**Policy/Certificate/Acknowledgement number (if you have one):**

**Note: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.**

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at +852 3122 6922.

## 附錄：關於《個人資料（私隱）條例》（「條例」）的客戶通知

三井住友海上火災保險（香港）有限公司（下稱「**MSIG**」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

**MSIG** 極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。**MSIG** 採取切實可行的預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，除非得到您的同意，我們均不會出售您的個人資料給任何人。**MSIG** 嚴格執行認可管制，只容許獲授權之職員在必要的情況下，取用或處理您的個人資料。此外我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [msig.com.hk](http://msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單產品」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或

呼叫中心，以及醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；

- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險行業協會或聯會）；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 警方及防止或調查欺詐的組織；
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 **MSIG** 將您的個人資料用作上述直接促銷用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的「查詢表格 – 拒絕直銷活動」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。

姓名：

聯絡電話：

香港身份證號碼： (作識別之用)

保單號碼 / 證書編號 / 確認編號（如適用）：

附註：此拒絕直接促銷活動要求將會取代您先前給予 **MSIG** 一切關於直接促銷的指示。

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

如您對此個人資料收集聲明有任何疑問或須協助，請致電+852 3122 6922 與我們聯絡。