

PERSONAL PROTECTOR INSURANCE PLAN

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

WHEREAS the **Insured** named in the **Schedule** hereto has made to the **Company** a proposal and declaration which shall be the basis of the contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the **Schedule** as consideration for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions limits and conditions contained herein or endorsed hereon if at any time during the **Period of Insurance** stated in the **Schedule** or during any further period for which the **Company** may accept payment for the renewal or extension of this **Policy** the **Insured Person** shall sustain any **Bodily Injury** caused solely and directly by violent **Accidental** external and visible means and being the sole and direct cause of the **Insured Person's** death or disablement as hereinafter defined THEN the **Company** will pay to the **Insured Person** or in the event of the death of the **Insured Person** to his legal personal representatives for the benefit of his estate or if beneficiaries are stipulated/named in the **Schedule** to this **Policy**, for the benefit of such beneficiaries set forth in the **Schedule**.

DEFINITION OF WORDS

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

Accident/Accidental means an unforeseen and involuntary event which causes a **Bodily Injury** to the **Insured Person**.

Bodily Injury means 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.

Confinement/Confined means confinement in a **Hospital** as an inpatient for medical treatment upon the recommendation of a **Medical Practitioner** for stay in the **Hospital**. **Hospital** confinement must be supported by a daily room and board charge by a **Hospital**.

Hong Kong means Hong Kong Special Administrative Region of the People's Republic of China.

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

- has organised facilities for diagnosis, treatment and major surgery;
- provides twenty-four (24) hours a day nursing services by registered graduate nurses;
- is under the supervision of a physician; and
- 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.

Immediate Family Member means the legal **Spouse**, parent(s), parent-in-law, child(ren), legally adopted child(ren), grandparent(s), grandchild(ren), sibling(s) or legal guardian(s).

Insured Person means the person named in the **Schedule**, for whom this insurance has been arranged.

Loss of Hearing means **Permanent** and irrecoverable loss of hearing where one sixth (1/6) of (a + 2b + 2c + d) is above 80dB:

- if a dB = Hearing loss at 500 Hertz
- if b dB = Hearing loss at 1,000 Hertz
- if c dB = Hearing loss at 2,000 Hertz
- if d dB = Hearing loss at 4,000 Hertz

Loss of Limb means loss by physical severance, or total and **Permanent** loss of use of a hand at or above the wrist or of a foot at or above the ankle.

Loss of Sight means complete blindness which is **Permanent** and incurable.

Loss of Speech means 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 to speech centre in the brain resulting in Aphasia.

Medical Practitioner means a person other than the **Insured Person** or **Immediate Family Member**, qualified and legally authorised in the geographical area of his/her practice to render medical and surgical services.

Period of Insurance means the period specified in the **Schedule** for which **We** have agreed to accept and **You** have paid or agreed to pay the appropriate premium.

Permanent means twelve (12) consecutive months from the date of an **Accident** and at the expiry of that period being beyond hope of improvement.

Permanent Total Disablement means when as the result of a **Bodily Injury** and commencing within twelve (12) consecutive months from the date of an **Accident**, the **Insured Person** is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the **Insured Person** is reasonably qualified by reason of his/her education, training or experience, or if the **Insured Person** has no business or occupation, **Permanent Total Disablement** means the inability of the **Insured Person** to perform any activities which would normally be carried out in the **Insured Person's** daily life.

Policy means this policy terms and conditions, the **Schedule** and any endorsement attached or to be attached thereon shall be read together as one contract.

Pre-existing Condition means a condition for which medical advice or treatment was recommended by a **Medical Practitioner** or, conditions for which the **Insured Person** received medical treatment, diagnosis, consultation or prescribed drugs preceding the **Policy** effective date.

Schedule means the schedule attached to the **Policy** of insurance.

Spouse means the husband or wife of the **Insured Person** by a valid, legal and registered marriage.

You/The Insured means the person named in the **Schedule** who is the policyholder of the insurance.

We/Us/The Company means Dah Sing Insurance Company Limited.

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 Item 1 |
| 2. PERMANENT DISABLEMENT resulting in the Insured Person the total loss by physical severance or total loss of use of | Percentage of Item 2 |
| Both hands or feet, or one hand and one foot | 100% |

| | |
|--|------|
| Either one or both eyes, Loss of Sight of either one or both eyes | 100% |
| One arm at shoulder, or elbow or wrist | 100% |
| One leg at hip, or knee or ankle | 100% |
| Permanent total paralysis Loss of all limbs | 100% |
| Permanent total insanity | 100% |
| Four fingers and thumb of one hand | 70% |
| Four fingers of one hand | 45% |
| A thumb | 25% |
| An index finger | 15% |
| Each other finger | 10% |
| All toes from one foot | 17% |
| A big toe | 5% |
| Each other toe | 3% |
| Loss of Hearing - Both ears | 75% |
| - One ear | 25% |
| Loss of Speech | 60% |

WHERE THE INJURY is not specified the **Company** reserves the right to adopt a percentage of disablement under the Benefits which in its opinion is not inconsistent with the provisions of the Benefit.

3. **TEMPORARY DISABLEMENT** resulting in the **Insured Person** being entirely prevented from engaging in or attending to usual occupation or profession for more than seven (7) days – the weekly compensation stated in the **Schedule** under “Temporary Disablement” is payable subject to the maximum aggregate benefit period as stated in the provisions, terms and conditions of this **Policy**.

Provided that the maximum amount of each weekly compensation payable under this item shall not exceed 75% of the **Insured Person's** average weekly earnings in the past twelve (12) calendar months immediate preceding the **Accident**.

The amount of weekly compensation payable shall be calculated on a 7-day and a multiple of a 7-day basis for a Temporary Disablement claim.

In the event of the **Insured Person** is entitled to a reimbursement of all or part of the weekly compensation under this item from any other source or insurance, the **Company** will only be liable for such amount in excess of the amount payable under such other source or insurance.

4. **MEDICAL EXPENSES** necessarily incurred and supported by receipted accounts from a qualified **Medical Practitioner** to an amount not exceeding the amount stated in the **Schedule** under “Medical Expenses” in respect of any one event.

The indemnity limit under this item will automatically be doubled in the event of the **Insured Person** being injured due to robbery and subject to a maximum limit of HK\$300,000 for each **Insured Person**.

In the event of the **Insured Person** is entitled to a reimbursement of all or part of the medical expenses under this item from any other source or insurance, the **Company** will only be liable for such amount in excess of the amount payable under such other source or insurance.

PROVISIONS

- No compensation stated in the **Schedule** shall be payable:-
 - Under item 1 unless the death or loss takes place within one (1) year after the date of **Bodily Injury**.
 - Under item 2 unless satisfactory proof has been given to the **Company** that the disablement has continued for a period of twelve (12) consecutive calendar months from the date of **Bodily Injury** and will in all probability continue for the remainder of the **Insured Person's** life.
 - Under item 2, the aggregate of all percentages payable in respect of any one accident exceeds 100% of item 2.
 - Under item 3 in respect of any one injury for more than 104 weeks from the commencement of the disablement.
 - Until the total amount of compensation shall have been ascertained and agreed unless otherwise agreed by the **Company**.
 - Under item 3 unless sick leave is granted by a **Medical Practitioner**.
- The **Insured Person** shall not be entitled to more than one of the compensation under items 1 to 2 stated in the **Schedule** in respect of any one accident.
- Payment of weekly compensation under item 3 shall terminate immediately upon the death of the **Insured Person** or occurrence of permanent disablement for which compensation under item 1 or 2 is payable.
- No compensation shall be payable under item 3 for more than 52 weeks from the commencement of the disablement in respect of any one injury for which compensation is payable under item 1 or 2. Any amount paid after fifty-two (52) weeks under item 3 shall be deducted from any sum payable under item 1 or 2.
- In the event of the body of the **Insured Person** having disappeared for more than 365 days and upon production of evidence to the satisfaction of the **Company** that the **Insured Person** can reasonably be presumed to have sustained **Accidental Bodily Injury** resulting in death, the **Company** shall be liable to make payment under item 1 subject to an undertaking in writing to refund the sum so paid if such death if such death is subsequently found not to have occurred.

EXCEPTIONS

This **Policy** does not cover death or injury directly or indirectly caused by:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
- self-inflicted injury, suicide (whether felonious or not) or any attempt thereat whether sane or insane, fighting (except in bona fide self defence), provoked assault, resistance to arrest, intoxication or drugs;
- 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;
- the **Insured Person** 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 air charter service;
- the **Insured Person** engaged in service or duty with the police or any armed force of Fire Service or security guard service of any country;
- any kind of sickness or disease even if contracted by **Accident**;
- child birth or pregnancy notwithstanding that such injury may have been accelerated or induced by **Accident**;
- any wilful, malicious, unlawful or deliberate act of the **Insured Person**;
- any **Pre-existing Condition**;
- any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- or
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
11. any exposure on Sanction and subject to the following clause:

Sanction Exclusion Clause

The **Company** shall not provide cover nor shall the **Company** 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 us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of any jurisdiction applicable to the **Company**.

AGE LIMIT WARRANTY

It is warranted that all **Insured Persons** are between three (3) and seventy (70) of age.

EXTRA BENEFITS

The following benefits only apply to this **Policy** when specifically mentioned in the **Schedule**

1. **FUNERAL CREMATION & REPATRIATION EXPENSES** necessarily and reasonably incurred and arranged by the service provider under the Worldwide Emergency Assistance up to an amount not exceeding HK\$25,000 in respect of the death of the **Insured Person** for whom compensation is payable under this **Policy**.
2. **EXTENDED SPOUSE COVER**
It is hereby agreed that the **Company** undertakes to provide cover for the **Insured Person's Spouse** in respect of the benefit of **Accidental Death** and **Permanent Disablement** for an amount not exceeding HK\$100,000 provided that the **Insured Person** has taken out cover on **Accidental Death** and **Permanent Disablement** for an amount not less than HK\$1,000,000 under this **Policy**.
3. **CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION**
The **Company** undertakes to 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 Expense** is also payable under this **Policy**.
4. **BONESETTERS TREATMENT/PHYSIOTHERAPY/CHIROPRACTIC EXPENSES**
It is hereby declared and agreed that this **Policy** extends to cover the Bonesetter Treatment/Physiotherapy/Chiropractic Expenses necessarily and reasonably incurred and supported by receipts from a licenced or registered Bonesetter/Physiotherapist/Chiropractor 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** cover 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** for which compensation under item 1, 2, 3 or 4 is payable under this **Policy**, a weekly benefit of HK\$500 is payable for such period of **Confinement** subject to a maximum period of not exceeding fifty-two (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 submitted or paid during the preceding policy year, the sum insured under **Death and Permanent Disablement** will be increased by 10% compounding each year over a five (5) year period.
No refund premium shall be made to the **Insured Person** who for any reason whatsoever does not require this increase in cover.
7. **DOUBLE INDEMNITY**
The amount payable under item 1 shall be doubled or increased by HK\$1,000,000 whichever is the lower in the event of **Accidental Death** of the **Insured Person** while
 - (a) 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, buses, coaches, trains, ships hovercraft, ferries and taxis.
 - (b) being an innocent victim in a robbery or attempted robbery.The amount payable under this benefit shall only apply to the original indemnity amount that was taken out in the first year excluding any no claim bonus which may have subsequently accumulated.

NB – All Extra Benefits are subject otherwise to the Terms Exceptions Conditions and Age Limit Warranty under this **Policy**.

AGGREGATE LIMIT FOR MORE THAN ONE POLICY

If any individual is insured under more than one policy which contain **Accidental Death** and **Permanent Disablement** covers and are issued by the **Company**, the maximum liability of the **Company** in respect of any one individual life under all **Accidental Death** and **Permanent Disablement** covers shall not exceed HK\$5,000,000 in aggregate and each relevant policy shall bear a proportionate share of the total loss.

CONDITIONS

1. **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE EXCLUSION**
Any person or entity who is not a party to this **Policy** shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.
2. **CONDITIONS PRECEDENT TO LIABILITY**
The due observance and fulfilment of the terms and conditions and endorsement of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured Person** shall be conditions precedent to any liability to the **Company** to make any payment under this **Policy**.
3. **NOTICE**
All notices required to be given by the **Insured** to the **Company** must be in writing addressed to the **Company** with no 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 the **Company**.
4. **CHANGE OF OCCUPATION**
If the **Insured Person** shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed in the proposal for this **Policy** without first notifying the **Company** and obtaining written agreement to the amendment of the **Policy** (subject to the payment of such reasonable additional premium as the **Company** may require as the consideration for such agreement) then no claim shall be payable in respect of any injury arising out of or in the course of such occupation.
5. **CHANGE IN RISK**
The **Insured** shall give immediate written notice to the **Company** of any change of address or any injury disease physical defect or infirmity by which the **Insured Person** has become affected and also written notice of any other insurance effected by or on behalf of the **Insured Person** against **Accident** or incapacity.

6. MISREPRESENTATION/FRAUD

If any part of the proposal or declaration of the **Insured Person** is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this **Policy** shall be void.

7. CLAIMS PROCEDURE

Upon the happening of any **Accident** likely to give rise to a claim under this **Policy** the **Insured Person** shall within thirty (30) days after the happening of the **Accident** give notice to the **Company** with full particulars of the **Accident** and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The **Insured Person** (or the **Insured Person's** legal personal representatives) shall at his own expense furnish to the **Company** all such certificates information and evidence as may be required by the **Company** and the **Insured Person** shall whenever reasonably required to do so submit to medical examination on behalf of the **Company**. In the event of the death of the **Insured Person** the **Company** shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the **Company** before interment or cremation stating the time and place of any inquest appointed.

8. GOVERNING LAW AND JURISDICTION

This **Policy** shall be governed and interpreted in accordance with the Laws of **Hong Kong** and subject to the exclusive jurisdiction of the courts of **Hong Kong**.

9. RENEWAL

This insurance may be renewed from year to year by mutual agreement between the **Insured Person** and the **Company** but in any case shall terminate at the end of the **Period of Insurance** during which the **Insured Person** attains the **Age Limit** stated in the **Policy**. Thereafter the **Company** may accept further renewal of this **Policy** at its own discretion.

10. CANCELLATION CLAUSE

This **Policy** may be cancelled at any time:

- (a) by the **Insured** on notice to that effect being given in writing to the **Company**, in which case the **Company** will retain the customary short period rate for the time the **Policy** has been in force and subject to a minimum and non-refundable premium of HK\$500.00 plus other Levy (if any) after client discount, whichever is higher.

Short Period Rate

| Period | Scale of Rate | Period | Scale of Rate |
|------------------------|--------------------|------------------------|---------------------|
| Not exceeding 1 month | 10% of annual rate | Not exceeding 6 months | 60% of annual rate |
| Not exceeding 2 months | 20% of annual rate | Not exceeding 7 months | 70% of annual rate |
| Not exceeding 3 months | 30% of annual rate | Not exceeding 8 months | 80% of annual rate |
| Not exceeding 4 months | 40% of annual rate | Not exceeding 9 months | 90% of annual rate |
| Not exceeding 5 months | 50% of annual rate | Exceeding 9 months | Full annual premium |

- (b) by the **Company** on seven (7) days' advance notice to that effect being given in writing to the **Insured's** last known address, in which case the **Company** shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute arising out of this **Policy**, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of **Hong Kong** and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in **Hong Kong** by a sole arbitrator to be agreed by the Parties. 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 stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this **Policy**. If the **Company** shall disclaim liability to the **Insured Person** for any claim hereunder and the **Insured Person** does not commence arbitration within twelve (12) calendar months from the date of such disclaimer, the **Insured Person's** claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this **Policy**.

WORLDWIDE EMERGENCY ASSISTANCE

In the event that the **Insured Person** outside **Hong Kong** suffers **Bodily Injury** during the **Period of Insurance** for which compensation is payable under this **Policy**, the **Company** will pay or provide the following benefits rendered by the service provider nominated by the **Company**:

1. HOSPITAL ADMISSION GUARANTEE

The guarantee of **Hospital** admission deposit up to a limit of HK\$40,000, provided that the **Confinement** is duly approved by both the attending **Medical Practitioner** and the **Company**. Such deposit is to be borne solely by the **Insured Person**, unless otherwise covered under Basic Benefit Item 4.

2. EMERGENCY MEDICAL EVACUATION

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation of the **Insured Person**. The timing, means and final destination of evacuation will be decided by the **Company** and will be based entirely upon medical necessity.

3. REPATRIATION OF MORTAL REMAINS

The reasonable and unavoidable expenses for transporting the **Insured Person's** mortal remains from the place of death back to **Hong Kong**, or the cost of local burial at the place of death as approved by the **Company** upon the death of the **Insured Person** caused by **Bodily Injury**. The cost of coffin is not covered.

4. COMPASSIONATE VISIT

One economy class round-trip airfare for one designated person of the **Insured Person** to travel over to take care of the **Insured Person** at the place of **Confinement** provided the **Insured Person** is **Confined** in a **Hospital** for over seven (7) consecutive days. The **Company** will also pay the cost of accommodation reasonably incurred of such visit up to HK\$1,500 per day for a maximum period of seven (7) consecutive days. This coverage can only be utilised once during any one **Accident**.

5. ACCOMMODATION FOR CONVALESCENCE

The additional accommodation expenses necessarily and unavoidably incurred by the **Insured Person** up to HK\$1,500 per day for a maximum of seven (7) consecutive days, for the sole purpose of convalescence immediately following his/her discharge from the **Hospital**, and if deemed medically necessary by both the attending **Medical Practitioner** and the **Company**.

6. RETURN OF UNATTENDED CHILDREN

A one-way economy class airfare up to the Maximum Benefits as stated in the Summary of Benefits for returning the **Insured Person's** dependent child(ren) aged under eighteen (18) years who is/are left unattended back to **Hong Kong** in the event of death or **Confinement** of the **Insured Person** in a **Hospital** outside **Hong Kong** due to **Bodily Injury**. If necessary and unavoidable, the **Company** will also arrange a suitable attendant to accompany the unattended child(ren) on the return journey.

7. TRAVEL INFORMATION SERVICE

The **Insured Person** can obtain the following travel information service during the **Period of Insurance** by calling the Assistance Services Provider's Alarm Centre at its **Hong Kong** phone number (852) 8206 2229 and quote his/her name and his/her Policy Number

- (a) Update immunisation and inoculation requirement and needs
- (b) Passport and Visa requirements
- (c) Consulate and embassies' addresses and contact numbers
- (d) Legal referral
- (e) Arrangement of interpreter services
- (f) Worldwide Weather information
- (g) Lost luggage retrieval
- (h) Lost passport assistance
- (i) Emergency rerouting arrangements
- (j) Transmission of urgent messages for medical reasons
- (k) Children escort assistance

Maximum Liability

The maximum amount payable for all benefits including the extensions shall not exceed HK\$2,000,000.

Exclusion

This **Policy** does not cover:

- (a) any expenses incurred for services provided by another party for which the **Insured Person** is not liable to pay, or any expenses already included in the cost of the planned journey.
- (b) any expenses for a service not approved and arranged by the service provider and the **Company**.

Request for Assistance

For assistance, the **Insured Person** can call the Assistance Services Provider's Alarm Centre whose contact number in **Hong Kong** is (852) 82062229 and quote his/her name and his/her Policy Number.