

# **GROUP INSURANCE POLICY**

POLICY NUMBER: 10900002



AXA General Insurance Hong Kong Limited herein called the "Company" agrees to pay the benefits herein provided, subject to all the terms, conditions, provisions and Schedules hereinafter set forth which are hereby made a part of this Policy, to the Insured of

# **Hong Kong Student Health Care**

herein called the "Policyholder"

In witness whereof, AXA General Insurance Hong Kong Limited has caused this Policy to be executed as of its date of issue,



# **DEFINITIONS**

For the purposes of this Policy, the following words and terms shall have the meanings set forth below:

- 1. "Company" means AXA General Insurance Hong Kong Limited.
- 2. "Policy" means this Group Insurance Policy together with the Certificate, Insurance Schedule, Benefits Schedule and any element or warranty attached hereto or endorsed hereon and all subsequent endorsements validly made hereon and signed by the authorized officer of the Company.
- 3. "Insured" means any student who meet the eligibility condition as defined in the Insurance Schedule.
- 4. "Member of the Scheme" means Insured's parents and/or guardians and/or Insured who is aged 18 and above. Guardian shall mean the Legal Guardian only, throughout this policy.
- 5. "Effective Date" means the date from which this Policy becomes effective.
- 6. "Insurance Period" means the date from which the insurance of individual Insured becomes effective, and is valid for one full calendar year.
- 7. "Hospital" means only an institution registered as a hospital and operated pursuant to law for the care and treatment of sick and injured persons and registered bed patients with facilities for diagnosis and major surgery, which is under the supervision of one or more registered medical practitioners, and which has 24 hours a day professional nursing service. "Hospital" does not include any institution or that portion of any institution which is operated as a convalescent or nursing home, rest home, home for the aged, a place for alcoholics and drug addicts, or for any similar purpose.
- 8. "Registered Medical Practitioner" means a person qualified by degree in western medicine and legally authorized in the geographical area of his practice to render medical and surgical services.
- 9. "Sickness" means a physical condition marked by a pathological deviation from the normal healthy state.
- 10. "Injury" means bodily injury which is sustained by the Insured during the insurance period of this Policy and is caused by an accident, solely and independently of any other cause where death or disablement of the Insured results within twelve (12) calendar months from the date of such accident.
- 11. "Disability" means sickness and/or injury.



# **GENERAL PROVISIONS**

### 1 The Contract

- 1.1 All statements made by the Member of the Scheme, or by the Insured, shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid the insurance, or be used in defense of a claim under it, unless it is in writing.
- 1.2 No agent is authorized to alter or amend this Policy, to accept premiums in arrears, to extend the due date of any premium, to waive any notice or proof of claim required by the Company, or to extend the date before which any such notice or proof must be submitted. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement thereon or any amendment thereto required by the Company.

### 2 Application Misstatement

- 2.1 If any relevant facts pertaining to any person to whom insurance under this Policy relates shall be found to have been incorrectly reported to the Company, and if such misstatement affects the existence of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy.
- 2.2 Where a misstatement of age or other relevant facts has caused an Insured to be insured here under when he/she is otherwise ineligible for insurance, or where such statement has caused an Insured to remain insured when he/she would otherwise be disqualified for further insurance in accordance with the terms and limitations of this Policy, his/her insurance shall be void and there shall be a return of premiums paid in respect of the Insured, provided always that where there is fraud on the part of the Insured, no premiums paid are to be returned.

### 3 Premium Rate

The Company shall have the right to change the rate at which the premium on this contract is calculated, on any premium due date provided the rate that is being charged has been in effect for at least twelve (12) months and provided further that the Company notifies the Insured at least thirty-one (31) days in advance of such premium due date.

### 4 Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the law of the Hong Kong Special Administrative Region.

# 5 Legal Proceedings

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

### 6 Notice and Proof of Loss



Written notice of loss must be given to the Company within sixty (60) days after the date of such loss. Proof of loss must be furnished to the Company within ninety (90) days after the date of such loss. If the supporting documents of a claim are in language other than Chinese or English, the Insured must undertake to obtain a certified translation of the documents in Chinese or English before the claim is submitted to the Company for processing.

### 7 Examination

The Company shall have the right and opportunity to examine the person of the Insured when and so often as it may reasonable require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

### 8 Payment of Indemnities

In case of claim, indemnities will be payable to Member of the Scheme. In case of death of the Insured, if there is no parent or guardian named on the certificate, the death benefit shall be payable to the estate of the Insured.

#### 9 Termination

### 9.1 Member of the Scheme's Right To Withdraw

In the event the Member of the Scheme wants to withdraw the insurance for any reason, written notice should be given to the Company within fourteen (14) days after enrollment. In such event, the Company shall not be liable for any claims occurring prior to the said notice. Any premium paid shall be 100% refunded. No premium shall be refunded after the policy has been effected for more than fourteen (14) days.

# 9.2 Termination Of The Policy By The Company

This Policy may be terminated by the Company as of any date by mailing or delivering to the Policyholder, at the last address shown on the records of the Company by written notice stating when, not less than six (6) months thereafter, such termination shall be effective. In such event, the individual certificate will continue to be in effect until the expiry date of the insurance period of the Insured.

### 9.3 Automatic Termination

Coverage under this Policy will be terminated on:

- 9.3.1 The date this Policy is terminated or expiry date of the insurance period of the Insured whichever comes later.
- 9.3.2 The date of the expiration of the period for which the last premium payment is made on account of the Insured's insurance.
- 9.3.3 The end of the insurance period during which the Insured attains the age of 25 and/or no longer a student enrolled in any schools registered with the Education Department, Social Welfare Department and/or other Departments of the Hong Kong Special Administrative Region.

# 9.4 Termination For The Non-payment Of Premium

Non-payment of any subsequent or renewal premium shall terminate the Insured's insurance under this Policy as of the date of such unpaid premium.



# 10 Privacy Ordinance Notice

- 10.1 All information provided is mainly used in connection with insurance business on underwriting, claims and accounting matters and may be transferred to any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation or other service providing services relevant to insurance business or any association or federation of insurance company that exists or is formed from time to time.
- 10.2 A Member of the Scheme is entitled at any time to request access to his/her personal information held by the Company and to update and correct such information.



### HOSPITAL EXPENSES INSURANCE

# 1 Insuring Clause

If an Insured while insured under this section necessarily incurs Covered Medical Expenses as hereunder defined, the Company will pay to the Member of the Scheme, subject to the applicable terms and conditions of this Policy the benefits in excess of the Annual Deductible amount as described in the Benefits Schedule.

#### 2 Maximum Benefit

The amount payable hereunder on account of all Covered Medical Expenses incurred as a result of a disability shall not exceed the maximum benefit shown in the Benefits Schedule.

The Insured shall stay in an accommodation or room as described in the Benefits Schedule throughout the period of hospital confinement. In the event of a breach of this condition, the Company shall adjust all Covered Medical Expenses by the proportion in which the maximum room rate entitlement over the actual room rate during the hospital confinement.

#### 3 Annual Deductible

The Annual Deductible shall be the amount set forth in the Benefits Schedule which shall be deducted by the incurred Covered Medical Expenses and is applied separately and annually to each covered Insured. The Annual Deductible shall not be applied if the hospital confinement is in a public ward of a Government Hospital in the Hong Kong Special Administrative Region.

# 4 Co-Insurance

This is the maximum percentage of reimbursement of the Covered Medical Expenses in excess of the Annual Deductible amount. The Co-Insurance shall not be applied if the hospital confinement is in a public ward of a Government Hospital in the Hong Kong Special Administrative Region.

# 5 Covered Medical Expenses

Subject to the Exclusions of this Policy, Covered Medical Expenses shall include the reasonable, necessary and customary charges incurred by an Insured while insured hereunder for services performed and supplies received, listed below, which are in consistence with the diagnosis, recommended and approved by a registered medical practitioner and incurred as a result of a disability during the hospital confinement.

- 5.1 Charges made by a hospital for room and board;
- 5.2 Miscellaneous hospital expenses;
- 5.3 The services of physicians;
- 5.4 The services of physiotherapist, not members of the immediate family or living regularly with the Insured:
- 5.5 The services of registered nurses, not members of the immediate family or living regularly with the Insured:
- 5.6 Anaesthetics, operation theatre and administration thereof;



- 5.7 Medical supplies, including drugs and medicines, which require a written prescription and which must be dispensed by a licensed pharmacist; blood and blood plasma; artificial limbs and eyes necessitated by a disability which commences while being a covered Insured; surgical dressings, casts, crutches, splints, trusses, and other special apparatus and mechanical aids;
- 5.8 Rental of iron lungs, wheel chair, hospital type beds, and other similar/services, supplies and equipment;
- 5.9 Local professional ambulance service to or from a hospital;
- 5.10 X-ray treatments or examinations (except dental X-rays or X-rays for general health purposes);
- 5.11 Microscopic or other laboratory tests or analysis;
- 5.12 Cosmetic surgery performed within ninety (90) days from the date of an accident to an Insured.

### ACCIDENTAL OUTPATIENT SERVICE & LABORATORY TESTS INSURANCE

The Company will pay the expenses incurred by the Insured for actual medical outpatient or chirotherapist treatment, X-ray and laboratory test charged by registered medical practitioner required as a result of injuries provided such treatment commences within fifty two (52) weeks from the date of the accident, up to but not exceeding the maximum amount specified in the Benefits Schedule. This benefit is extended to include treatment rendered by a Chinese bonesetter or acupuncturist up to limits of HK\$100.00 per visit per day and a maximum of five (5) visits per year.

# HOSPITAL DEPOSIT

The Company shall arrange to exempt Hospital Deposit up to a maximum amount as specified in the Benefits Schedule for the following hospitals. The following hospitals may be added or deleted at the discretion of Company without notice to Member of the Scheme. For arrangements, please contact AXA Assistance at Hong Kong telephone no. 2851-1990.

Hong Kong Adventist Hospital
Hong Kong Baptist Hospital
Canossa Hospital
Matilda Hospital
St. Torong's Hospital

St. Teresa's Hospital Hong Kong Sanatorium & Hospital Shatin International Medical Centre, Union Hospital

Queen Elizabeth Hospital

St. Paul 's Hospital

Name of Hospital



# ACCIDENTAL REHABILITATION EQUIPMENTS

The Company will pay the expenses incurred by or on behalf of the Insured for the purchase of rehabilitation equipment which is deemed medically necessities and recommended by a registered medical practitioner as a result of injury up to but not exceeding the maximum amount specified in the Benefits Schedule.

### PARENT'S ALLOWANCE

A daily allowance benefit of an amount as stated in the Benefits Schedule up to a maximum of 10 days per year will be payable to the parents or guardians taking days off from their regular work to look after the insured student who is confined in hospital for not less than 24 hours provided that proof from the employer is submitted to the Company.



# ACCIDENTAL DEATH & PERMANENT DISABLEMENT INSURANCE

# 1. Benefits

If an Insured, while insured under this section, sustains any of the losses listed in the following Table of Losses and Benefits and if such loss resulted directly, and independently of all other causes, from bodily injuries and burns sustained as the result of an accident within twelve (12) months from the date of accident, the Company, subject to all of the provisions of this Policy, agrees to pay the applicable benefit determined from the said Table of Losses and Benefits.

# TABLE OF LOSSES AND BENEFITS

|     | BLE OF LOSSES AND BENEFITS  | Percentage of     |
|-----|---|-------------------|
| The | Event   | the Principal Sum |
| 1.  | Accidental loss of life   | 100%              |
| 2.  | Disappearance   | 100%              |
| 3.  | Total Paralysis of all limbs  | 100%              |
| 4.  | Permanent and incurable insanity  | 100%              |
| 5.  | Loss of entire sight of both eyes   | 100%              |
| 6.  | Loss of entire sight of one eye   | 100%              |
| 7.  | Loss of both hands and both feet  | 100%              |
| 8.  | Loss of one hand or one foot  | 100%              |
| 9.  | Permanent total loss of hearing   | 50%               |
| 10. | Permanent total loss of the lens of one eye                               | 50%               |
| 11. | Loss of speech  | 50%               |
| 12. | Skin burns caused by extremes of temperature, chemicals or radiation      |                   |
|     | Percentage of burns of the surface area of the Insured's body             |                   |
|     | (a) Below 10%   | 0%                |
|     | (b) Between 10% - below 60%   | *                 |
|     | (c) 60% and over  | 100%              |
|     | * Same % as the skin burn assessed by the registered medical practitioner |                   |
| 13. | Loss of one thumb   |                   |
|     | (a) Both phalanges  | 30%               |
|     | (b) One phalanx   | 15%               |
| 14. | Loss of four fingers and thumbs of  |                   |
|     | (a) Right hand  | 70%               |
|     | (b) Left hand   | 50%               |
| 15. | Loss of four fingers of   |                   |
|     | (a) Right hand  | 40%               |
|     | (b) Left hand   | 30%               |
| 16. | Loss of toes  |                   |
|     | (a) All   | 15%               |
|     | (b) Great, both phalanges   | 5%                |
|     | (c) Great, one phalanx  | 2%                |
|     | (d) Other than great, if more than one toe lost, each                     | 1%                |
|     |   |                   |



|     |   | Right hand | Left hand |
|-----|---|------------|-----------|
| 17. | Loss of index finger                    |            |           |
|     | (a) Three phalanges                     | 10%        | 7.5%      |
|     | (b) Two phalanges                       | 8%         | 6%        |
|     | (c) One phalanx                         | <b>5</b> % | 3.75%     |
| 18. | Loss of middle finger                   |            |           |
|     | (a) Three phalanges                     | 40%//      | 7.5%      |
|     | (b) Two phalanges                       | 8%         | 6%        |
|     | (c) One phalanx                         | 5%         | 3.75%     |
| 19. | Loss of ring finger                     |            | ~ V       |
|     | (a) Three phalanges                     | 10%        | 7.5%      |
|     | (b) Two phalanges                       | 8%         | 6%        |
|     | (c) One phalanx                         | 5%         | 3%        |
| 20. | Loss of little finger                   |            |           |
|     | (a) Three phalanges                     | 10%        | 7.5%      |
|     | (b) Two phalanges                       | 8%         | 6%        |
|     | (c) One phalanx                         | 5%         | 3%        |
| 21. | Loss of metacarpals                     |            |           |
|     | (a) First or Second (Additional)        | 3%         | 3%        |
|     | (b) Third, Fourth or Fifth (Additional) | 2%         | 2%        |

- 22. Benefits 17 to 21 shall be reversed if the Insured is left hand.
- 23. Loss of speech means total and irrecoverable loss of audible communication.
- 24. Loss of hearing means permanent total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device.
- 25. Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is consistent with the provision of the above scale. The aggregate of all percentages payable in respect of any one policy year shall not exceed 100% of the Principal Sum. In the event of a total of 100% having been paid, all insurance hereunder in respect of the Insured shall immediately cease to be in force. All other losses smaller than 100% having been paid shall reduce the coverage by the amount of the Principal Sum.
- 26. Permanent Total Loss of Use of Member shall be treated as Loss of Member.

### 1. Definition

- 1.1 "Member" shall mean a hand, foot or eye.
- 1.2 "Loss" shall mean, with respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight; with respect to thumb and index finger, loss shall mean complete severance of both thumb and index finger of either hand through or above the metacarpophalangeal joints.
- 1.3 "Loss of use" shall mean total and permanent functional disablement.
- 1.4 "Disappearance" shall mean, if an Insured disappears and, after a period of twelve (12) months, evidence is produced leading the Company to believe that an accident has occurred and that such Insured had died as a result of bodily injury. The death benefit shall become payable provided an undertaking is signed by the parents or guardians that if the belief is subsequently found to be wrong such death benefit shall be immediately refunded to the Company.
- 1.5 "Principal Sum" shall mean the amount insured for Accidental Death and Permanent Disablement as specified in the Benefits Schedule.



### 2. Extensions

- 2.1 MURDER & ASSAULT: Death or Permanent Disablement sustained by the Insured as a result of murder or assault shall be deemed to be injury sustained by the Insured provided that such injury does not arise out of or in connection with the Insured's collaboration or provocation of such act.
- 2.2 SUFFOCATION BY SMOKE, POISONOUS FUMES, GAS & DROWNING: Death or Permanent Disablement sustained by the Insured as a result of suffocation by smoke, poisonous fumes, gas or drowning shall be deemed to be injury sustained by the Insured provided that such injury does not arise out of the Insured's willful and intentional act, except in an attempt to save human life.
- 2.3 EXPOSURE: If following an accident the Insured is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury, such injury shall be considered as constituting a claim under Benefits of Accidental Death & Permanent Disablement of this Policy.
- 2.4 FOOD AND/OR DRINK POISONING: Death or Permanent Disablement sustained by the Insured as a result of food and/or drink poisoning shall be deemed to be injury sustained by the Insured provided that such injury does not arise out of the Insured's willful and intentional act.

#### CONDOLENCE PAYMENT

If an Insured, while insured under this section, died as a result of committed suicide, the Company shall pay this benefit at an amount stated in the Benefits Schedule. No benefit shall be paid if the Insured is covered under this Policy for less than twelve (12) months.



# LIMITATIONS AND GENERAL EXCLUSIONS

#### I. LIMITATIONS

1. For Hospital Expenses and Out-patient & Laboratory Test Benefits

When an Insured is entitled to benefits payable under another certificate issued by the Company or other group or individual insurance, the benefits payable under this Policy shall be limited to the balance of expenses not covered by benefits payable under the other insurance or that calculated from the Benefits Schedule of this Policy whichever is the lesser.

2. For Accidental Death and Permanent Disablement Benefits

If an Insured is covered by more than one certificates under this Policy, the Company's liability will be limited to the one providing the highest benefit.

#### II. GENERAL EXCLUSIONS

No benefits shall be payable for:

- 1. Any loss unless occurring within one year after the date of the accident causing such loss; or
- 2. Any loss unless the accident causing such loss occurred while the Insured was insured hereunder; or
- 3. Any loss caused directly or indirectly, wholly or partly, or contributed to substantially by:
  - Bacterial infections (except pyogenic infections which shall occur through an Accidental cut or wound) applicable to Accidental Death & Permanent Disablement Insurance;
  - (ii) Pregnancy and childbirth;
  - (iii) War or any act of war, whether or not declared;
  - (iv) Suicide or attempt threat or self-inflicted injuries while sane or insane except suicide after twelve (12) months of insurance;
- 4. Pre-existing Conditions, shall mean disability which presented signs or symptoms of which the Insured was aware or should reasonably have been aware or received treatment existed before the effective of insurance except expenses incurred for such disability shall be considered a covered expenses after an Insured has completed twelve (12) consecutive months as an Insured under the Policy;
- 5. Congenital anomalies;
- 6. Treatment relating to cosmetic surgery for purposes of beautification, plastic surgery, except as a result of accidental bodily injury;
- 7. Injury or Illness due to functional disorders of the mind; psychotic, mental or nervous disorders (including any neurosis and their physiological or psychosomatic manifestations), rest cure or sanitaria care; drug addiction or alcoholism;
- 8. Routine physical examination, health check-up, preventive treatment or test not incident to treatment or diagnosis of an actual sickness or injury or any treatment which is not medically necessary;



# BENEFITS SCHEDULE

| Benefits   |   | Plan_1<br>Bronze<br>HK\$                           | Plan 2<br>Silver<br>HK\$                    | Plan 3 Gold HK\$  |  |
|--|---|--|---|---|--|
| 1.   | Hospital Expense Limit of room type Annual Deductible Co-insurance Sickness, Yearly Maximum Accident, Yearly Maximum Yearly Overall Maximum | Ward<br>1,000<br>80%<br>30,000<br>60,000<br>60,000 | Semi-Private 1,000 80% 40,000 80,000 80,000 | Private<br>1,000<br>80%<br>50,000<br>100,000<br>100,000 |  |
| 2.   | Accidental Outpatient Service & Laboratory Tests<br>Yearly Maximum  | 2,000  | 2,000                                       | 2,000   |  |
| 3.   | Hospital Deposit (For Specified Hospital Only)<br>Maximum Up to   | 10,000   | 10,000                                      | 10,000  |  |
| 4.   | Accidental Rehabilitation Equipment<br>Yearly Maximum   | 5,000  | 5,000                                       | 5,000   |  |
| 5.   | Parent's Allowance Daily Benefit Yearly Maximum   | 500<br>5,000                                       | 500<br>5,000                                | 500<br>5,000  |  |
| 6.   | Accidental Death & Permanent Disablement<br>Maximum Payable   | 100,000  | 200,000                                     | 300,000   |  |
| 7.   | Condolence Payment, For Suicide Only<br>Occur After One Full Year Of Insurance<br>Benefit Payable   | 100,000  | 100,000                                     | 100,000   |  |
| Annual Premium                                       |   |  |   |   |  |
| For Family of : 1 Student Only<br>2 Or More Students |   | 540<br>1,080                                       | 660<br>1,320                                | 780<br>1,560  |  |



# INSURANCE SCHEDULE

Attaching to and forming part of Policy Number: 1090002

POLICYHOLDER : Hong Kong Student Health Care

EFFECTIVE DATE : 1 September, 1998

MODE OF PAYMENT : Annually

CURRENCY : Hong Kong Dollars

ELIGIBILITY CONDITION : Students enrolled in schools, kindergartens and nurseries registered

with the Education Department, Social Welfare Department and/or other Departments of the Hong Kong Special Administrative Region

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between the age of 3 to 25.