# Group Critical Illness Insurance

Policy Wordings

CHUBB®

## Contents

# Group Critical Illness Insurance

## Please Read This Policy

Please review this Policy and return to Us immediately if any error is found.

In consideration of payment of Premiums, We will insure the Policyholder and all Insured Persons to the extent provided in this Policy and shown in the Policy Schedule, subject to the definitions, provisions, conditions, general exclusions and Endorsements contained in this Policy.

This Policy shall become effective at 00:01 A.M. Hong Kong time on the date specified in the Period of Insurance in the Policy Schedule.

### Eligibility

To be eligible for cover under this Policy, an Insured Person will be as described in the Policy Schedule.

People's Republic of China (PRC) Citizens will not be covered unless they:

(i) are employed by the Policyholder in Hong Kong; and
(ii) have a valid Hong Kong working permit; and
(iii) have been issued with and hold a current Hong Kong Identity Card (HKID).

## Section 1 – General Definitions

For the purposes of this Policy the following definitions apply:

**Commencement Date** means the date We agree to provide insurance under the Policy and which is the date shown on the current Policy Schedule, and in accordance with Section 5, General Provisions, Addition or Removal of Insured Person during the Period of Insurance.

**Critical Illnesses** refer to the coverage stated in the Policy Schedule and means any one of the below as defined in Section 2.

Alzheimer's Disease; Amyotrophic Lateral Sclerosis; Aplastic Anaemia; Apallic Syndrome; Bacterial Meningitis; Benign Brain Tumour; Blindness; Brain Surgery; Cancer; Coma; Coronary Artery Bypass Surgery; Fulminant Viral Hepatitis; Heart Valve Replacement; Kidney Failure; Liver Failure; Loss of Hearing; Loss of Limbs; Loss of Speech; Major Burns; Major Organ Transplantation; Medullary Cystic Disease; Motor Neurone Disease; Muscular Dystrophy; Myocardial Infarction; Paralysis; Parkinson's Disease; Poliomyelitis; Primary Pulmonary Arterial Hypertension; Progressive Bulbar Palsy; Progressive Muscular Atrophy; Severe Brain Damage; Stroke; Surgery to Aorta; Systemic Lupus Erythematosus; Terminal Illness or Total and Permanent Disability.

**Beneficiary** means the estate of the Insured Person.

**Civil War** means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

**Close Relative** means a spouse/partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

**Endorsement** means a written alteration to the terms of the Policy.

**Event** means an occurrence that could give rise to a claim for a benefit under Your Policy during the Period of Insurance.

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

**Insured Person** means a person that meets the criteria specified for an Insured Person in the Policy Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy. An Insured Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder. A person is no longer an Insured Person if they leave the employment of the Policyholder.

**Period of Insurance** means the period shown on the current Policy Schedule or such shorter time if the Policy is terminated, and for which cover applies under the Policy.

**Physician** means a legally registered western medical practitioner. A Physician cannot be:

(a) the Policyholder;
(b) the Insured Person;
(c) a Close Relative of the Insured Person, a member of the immediate family of the Insured Person; or
(d) an employee of the Policyholder.

**Policy** means this wording, the current Policy Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements) which together constitute the entire Policy between the parties.

**Policyholder** means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the Policy. They are the contracting insured. Where the Policyholder is more than one firm, partnership, company, association, organisation or entity of a similar nature, Policyholder shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be joint.

**Policy Schedule** means the relevant policy schedule issued by Us to the Policyholder.

**Pre-existing Medical Condition** means sickness contracted or bodily injury sustained by an Insured Person for which their diagnosis of, or symptoms should reasonably have received medical treatment, consultation, prescribed drugs or advice from a Physician prior to the Commencement Date of the Insured Person's coverage under this Policy.

**Premium** means the premium payable by the Policyholder as shown on the Policy Schedule and/or any other premiums charged during the Period of Insurance that are payable in respect of the Policy by the Policyholder.

**Riot** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

**Strike** means the wilful act of any Striker or locked-out worker done in furtherance of a Strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Us/Our/the Insurer/the Company** means Chubb Insurance Hong Kong Limited, Hong Kong who is the insurer / issuer of this Policy

## Section 2 – Definitions of Critical Illness

1. Alzheimer's Disease means deterioration or loss of intellectual capacity or abnormal behaviour as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative brain disorders, excluding neurosis, psychiatric illness and any drug or alcohol related organic disorder, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant.

2. Amyotrophic Lateral Sclerosis means unequivocal diagnosis by a consultant neurologist confirming well defined neurological deficit with persistent signs of involvement of the spinal nerve columns and the motor centers in the brain and with specific weakness and atrophy of the muscles of the extremities.

3. Aplastic Anaemia means chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:
   (a) Blood product transfusion; or
   (b) Immunosuppressive agents; or
   (c) Bone marrow transplantation.

4. Apallic Syndrome means universal necrosis of the brain cortex, with the brainstem remaining intact. The definite diagnosis must be confirmed by a consultant neurologist. The condition has to be medically documented for at least one (1) month.

5. Bacterial Meningitis means bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit persisting for at least six (6) consecutive months, such diagnosis to be confirmed by a consultant neurologist.

6. Benign Brain Tumour means a non-cancerous tumour in the brain which either requires surgical excision or causes significant permanent neurological deficit persisting for at least six (6) consecutive months. For the avoidance of doubt, the following shall not fall within the definition of "Benign Brain Tumour" and are not covered:
   (a) Cysts, granulomas, malformations in or of the arteries or veins of the brain
   (b) Haematomas and tumours in the pituitary gland or spine

7. Blindness means the total and irrecoverable loss of sight of both eyes due to traumatic injury or disease. The diagnosis must be clinically confirmed by an appropriate eye specialist.

8. Brain Surgery means the actual undergoing of surgery to the brain during general anaesthesia during which the scalp is opened. Brain surgery due to accident is excluded.

9. Cancer means a malignant tumour characterized by uncontrolled growth and the spread of malignant cells. This includes Leukaemia, Hodgkin's Disease, Non Hodgkin's Lymphoma and invasive Melanoma which exceeds 0.75 mm in depth. It does not include:
   (a) Melanoma that is not invasive and has not exceeded 0.75mm in depth
   (b) Any other skin cancer
   (c) Carcinoma in situ (Carcinoma in situ is a malignant tumour arising from surface epithelial cells which are restricted to the epithelium, and have not penetrated the basement membrane).
   (d) Kaposi's Sarcoma
   (e) AIDS related cancers
   Coverage is effective if the cancer is diagnosed by a Physician and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings. The cancer must be positively diagnosed by the pathologist using fixed tissue or appropriate cellular preparations (smears). The diagnosis must be established based on the cellular architecture of the preparations obtained from the lesions in conjunction with the clinical diagnosis.

10. Coma means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least ninety-six (96) hours and resulting in a neurological deficit which in the opinion of Our chief medical officer is of a permanent nature.

11. Coronary Artery Bypass Surgery means open heart surgery undergone to correct narrowing or blockage of two (2) or more coronary arteries by the use of saphenous vein grafts or internal mammary grafting in persons with limiting anginal symptoms. Angiographic evidence of the underlying disease must be provided.
    For the avoidance of doubt, non-surgical procedures such as balloon angioplasty or laser techniques shall not fall within the definition of "Coronary Artery Bypass Surgery" and are not covered.

12. Fulminant Viral Hepatitis means a submassive to massive necrosis of the liver caused by the hepatitis virus, leading precipitously to liver failure. All of the following diagnostic criteria must be met:
    (a) A rapidly decreasing liver size
    (b) Necrosis involving entire lobules, leaving only a collagen reticular framework
    (c) Rapidly degenerating liver function tests
    (d) Deepening jaundice

13. Heart Valve Replacement means the actual undergoing of the replacement of one or more heart valves with artificial valves due to stenosis or incompetence. For the avoidance of doubt, heart valve repair and valvotomy shall not fall within the definition of "Heart Valve Replacement" and are not covered.

14. Kidney Failure means end stage renal disease which presents chronic and irreversible loss of function of both kidneys as a result of which the Insured Person is required to undergo regular renal dialysis or kidney transplantation.

15. Liver Failure means chronic end stage liver failure which is permanent and irreversible and characterised by permanent jaundice, oesophageal varices, ascites and hepatic encephalopathy. For the avoidance of doubt, liver disease caused by or attributed to drug overdose or excessive alcohol ingestion shall not fall within the definition of "Liver Failure" and is not covered.

16. Loss of Hearing means total, bilateral and irreversible loss of hearing in both ears for all sounds as a result of acute sickness or accident. Medical evidence must be supplied by an appropriate (Ear, Nose and Throat) specialist and must include audiometric and sound-threshold test.

17. Loss of Limbs means the irreversible severance from the body of two (2) or more limbs where severance is above the wrist or ankle joint.

18. Loss of Speech means total and irrecoverable loss of the ability to speak due to damage to vocal chords which must be established for a period of twelve (12) consecutive months. Medical evidence must be supplied by an appropriate (Ear, Nose and Throat) specialist to confirm permanent loss of speech and damage to vocal cords. For the avoidance of doubt, loss of speech directly or indirectly due to psychiatric related causes shall not fall within the definition of "Loss of Speech" and is not covered.

19. Major Burns means burns which result in full thickness skin destruction of at least 20% of the total skin area.

20. Major Organ Transplantation means the actual undergoing of a transplant of the heart, lung, liver, pancreas or bone marrow as a recipient. For the avoidance of doubt, transplantation of isolated pancreatic islets shall not fall within the definition of "Major Organ Transplantation" and is not covered.

21. Medullary Cystic Disease means a condition involving poli-cystic kidney formation of multiple cysts in the medulla region of both kidneys and involving the collecting ducts as unequivocally diagnosed by Physician.

22. Motor Neurone Disease means unequivocal diagnosis of "Motor Neurone Disease" by a consulting neurologist supported by obvious and definitive evidence of appropriate and relevant neurological signs with permanent neurological deficits.

23. Muscular Dystrophy means a hereditary muscular dystrophy confirmed by a consulting neurologist resulting in the inability of the Insured Person to perform without assistance in respect of three (3) or more of the following:
    (a) Bathing
    (b) Dressing
    (c) Using the lavatory
    (d) Eating
    (e) Movement in or out of bed or chair

24. Myocardial Infarction means the death of a portion of the heart muscle as a result of inadequate blood supply to the areas. The diagnosis must be based on all of the following:
    (a) A history of typical chest pain;
    (b) New electrocardiographic changes; and
    (c) Elevation of cardiac enzyme levels.

25. Paralysis means complete and permanent loss of use of two (2) or more limbs through neurological damage for the remainder of the Insured Person's life.

26. Parkinson's Disease means unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where all the following conditions of the disease are fulfilled:
    (a) It cannot be controlled with medication;
    (b) It is idiopathic in nature (all other forms of Parkinsonism are excluded);
    (c) It shows signs of progressive impairment; and
    (d) The inability of the Insured Person to perform without assistance in respect of three (3) or more of the following: bathing, dressing, using the lavatory, eating and movement in or out of bed or a chair.

27. Poliomyelitis means unequivocal diagnosis by a consultant neurologist of infection by the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Cases other than the foregoing shall not be regarded as "Poliomyelitis".
    For the avoidance of doubt, poliomyelitis not involving paralysis and other cases of paralysis shall not fall within the definition of "Poliomyelitis" and are not covered.

28. Primary Pulmonary Arterial Hypertension means primary pulmonary arterial hypertension as established by clinical and laboratory investigations include cardiac catheterization. All the following diagnostic criteria must be met:
    (a) Dyspnoea and fatigue
    (b) Increase left aterial pressure (by at least twenty (20) units)
    (c) Pulmonary resistance of at least three (3) units above normal
    (d) Pulmonary artery pressures of at least forty (40) mm Hg
    (e) Pulmonary wedge pressure of at least eight (8) mm Hg
    (f) Right ventricular end-diastolic pressure of at least eight (8) mm Hg
    (g) Right ventricular hypertrophy, dilation and signs of right heart failure and decompensation.

29. Progressive Bulbar Palsy means degenerative wasting of the muscles including the bulbar muscles as diagnosed by a consultant neurologist and agreed to by Our chief medical officer.

30. Progressive Muscular Atrophy means involving the wasting of muscles and increased spasticity resulting in inability to perform without assistance in respect of three (3) or more of the following: bathing, dressing, using the lavatory, eating and movement in or out of bed or a chair, as diagnosed by a consultant neurologist and agreed by Our chief medical officer.

31. Severe Brain Damage means impairment or loss of intellectual capacity as a result of brain damage sustained in an accident, following which permanent supervision or assistance is required to maintain existence.

32. Stroke means any cerebrovascular incident producing neurological sequelae lasting for more than forty-eight (48) hours and including infarction of brain tissue, cerebal haemorrhage or embolization from an extra cranial source. Evidence of permanent neurological deficit must be produced. For the avoidance of doubt, transient ischemic attacks shall not fall within the definition of "Stroke" and is not covered.

33. Surgery to Aorta means the actual undergoing of an open heart surgery for disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purposes of this definition, aorta shall mean the thoracic and abdominal aorta, but not its branches. A surgery performed to cure traumatic injury to the aorta shall not be regarded as "Surgery to the Aorta" and is not covered.

34. Systemic Lupus Erythematosus (“SLE”) means an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes.
    (a) Clinically there must be at least four (4) out of the following presentations suggested by the American College of Rheumatology:
        i. Malar rash
        ii. Discoid rash
        iii. Photosensitivity
        iv. Oral Ulcers
        v. Arthritis
        vi. Serositis
        vii. Renal Disorder
        viii. Leukopenia (<4,000/μL), or Lymphopenia (<1,500/μL), or Haemolytic anaemia, or Thrombocytopenia (<100,000/μL)
        ix. Neurological disorder

    AND

    (b) Two (2) or more of the following tests being positive:
        i. Anti-nuclear Antibodies
        ii. L.E. cells
        iii. Anti-DNA
        iv. Anti-Sm (Smith IgG Autoantibodies)

AND

(c) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of thirty (30) ml per minute or less.

35. Terminal Illness means the Insured Person must be suffering from a disease which in the opinion of a licensed medical consultant and supported by Our chief medical officer, is likely to lead to death within six (6) months from the date of notification of a claim under this Policy.

36. Total and Permanent Disability means the inability of the Insured Person to engage in any occupation or employment for remuneration or profit as a result of bodily injury or sickness and the inability of the Insured Person to perform without assistance in respect of three (3) or more of the following: bathing, dressing, using the lavatory, eating and movement in or out of bed or a chair.
The "Total and Permanent Disability" must have continued without interruption for at least six (6) consecutive months, or for such longer period as We may reasonably require to establish that such disability is and will be total, continuous and permanent for the remainder of the Insured Person's life.

## Section 3 – Benefit – Critical Illness Lump Sum Benefit

If an Insured Person is diagnosed with any one of the listed Critical Illnesses or as requiring one of the surgeries defined as a Critical Illness during the Period of Insurance and a Physician certifies this, We will pay the Insured Person the Critical Illness Lump Sum Benefit shown on the Policy Schedule.

The Critical Illness Lump Sum Benefit will not be paid if:

1. The Insured Person suffered from any listed Critical Illnesses before the Commencement Date of the Insured Person's coverage under this Policy; or
2. The Insured Person has undergone one of the surgeries defined as a Critical Illness before the Commencement Date of the Insured Person's coverage under this Policy; or
3. The condition was caused directly or indirectly by a sickness or injury for which the Insured Person should have received relevant medical treatment or advice from a Physician prior to the Commencement Date of the Insured Person's coverage under this Policy; or
4. The condition occurs during the first thirty (30) days after the Commencement Date of the Insured Person's coverage under this Policy; or
5. The Insured Person has been diagnosed with one of the Critical Illnesses or has undergone one of the surgeries defined as a Critical Illness and he/she lives for a period of less than thirty (30) days after the diagnosis; or

For the avoidance of doubt, the Critical Illness Lump Sum Benefit will be paid where the Insured Person, during the Period of Insurance, is first diagnosed with one of the Critical Illnesses.

## Section 4 – Exclusions Applying To The Policy

This Policy does not cover, and We will not pay benefits with respect to any Event which directly or indirectly:

1. results from War, invasion or Civil War or direct participation in a Strike or Riot.
2. results from an Insured Person's intentional self-inflicted injury, suicide, or any attempt suicide, while sane or insane, reckless misconduct, or any illegal or criminal act committed by the Policyholder or an Insured Person;
3. Insured Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Physician and taken in accordance with the Physician's advice and is not for the treatment of addiction to illegal drugs;

4. Insured Person engaging in any professional sport meaning his/her livelihood is substantially dependent on income received as a result of his/her playing sport; or engaging in any motor sports as a rider, driver and/or a passenger;
5. any consequences of service in any disciplined forces, armed services, armed forces, naval, military or airforce of any country. For the avoidance of doubt, disciplined forces shall include but not be limited to policemen, customs officers, firemen, immigration officers/inspectors and correctional service officers/ inspectors etc;
6. Insured Person being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed commercial passenger aircraft;
7. pregnancy, childbirth, miscarriage, abortion or complications arising from any of these; congenital or hereditary anomalies, infertility, sterilization; or cosmetic surgery;
8. any mental or nervous disease or disorder, or functional disorders of the mind;
9. Pre-existing Medical Conditions;
10. Human Immunodeficiency Virus (HIV) or other forms of virus, Acquired Immune Deficiency Syndrome (AIDS), and AIDS- Related Complex (ARC) other than if contracted as a result of blood transfusion given by a Physician; or
11. Insured Person participating in or conducting training for any of the following activities:
    - scuba diving, snorkelling, free-diving or the use of any type of equipment to aid breathing underwater;or
    - any kind of climbing, or mountaineering using rope or guides; or
    - pot-holing; or
    - parachuting, any kind of gliding, ballooning, bungy jumping or micro-lighting; or
    - any activities involving any type of explosions (including but not limited to any activity involving the
    - use of fireworks or firecrackers); or
    - winter-sports which means sports that are done on snow or ice (including but not be limited to skiing,
    - snowboarding, ice skating, tobogganing); or
    - any kind of hunting; or
    - any kind of race other than on foot.

## Section 5 – General Provisions

**Addition or Removal of Insured Person during the Period of Insurance**

For policies administered on an "un-named basis", the following provisions shall apply:

(i) Any new Insured Person whom the Policyholder may engage during the currency of this Policy will be automatically covered from the day such employee is employed by the Policyholder, provided that such employee is within an occupation category similar in nature to that specified in the Policy Schedule.

The Commencement date of each new Insured Person is the date he/she is employed by the Policyholder.

Any Insured Person shall automatically cease to be covered upon their leaving the employ of the Policyholder.

(ii) The Policyholder undertakes to declare to Us the actual headcount at the end of each Period of Insurance for Premium adjustment, which will be done on an average basis, as follows. The adjustment of Premium upwards or downwards, as the case may be, will be made at the end of each Period of Insurance, with the final premium being based on the average of the headcount declared at the end of Period of Insurance and the headcount declared at beginning of Period of Insurance:

A: Annual premium charged at the beginning of the policy year;

B: Actual premium charged at the end of the policy year

Adjustment premium = (B – A) / 2

Coverage ceases upon the date of termination of employment. The Policyholder shall provide written proof of the Insured Person(s) employment to Us in the event of a claim.

**Arbitration**

Any dispute of any kind arising out of or in connection with this Policy shall be referred within twelve (12) months from the date of first notice of dispute to the arbitration and final decision of a sole arbitrator to be appointed by agreement between the Policyholder and Us or, failing such agreement within twenty-eight (28) days, under the Domestic Arbitration Rules of Hong Kong International Arbitration Centre (HKIAC). All disputes shall be arbitrated as domestic arbitration. If reference to arbitration shall not be made within the said twelve (12) months of first notice of dispute, the claimant shall be deemed to have waived all claims in connection with or arising out of the said dispute. The making of an award by such as arbitrator shall be a condition precedent to any right of action against Us.

**Breach of Conditions**

If the Policyholder or the Insured Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

**Change of Business Nature Occupation**

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under the Policy.

**Clerical Error**

Clerical errors by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

**Compliance with Applicable Economic and Trade Sanctions Laws**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to EU, UN and Hong Kong sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

**Currency**

Premiums and benefits payable under this Policy shall be in Hong Kong Dollars unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

**Conditions Precedent to Liability**

Our liability for any benefit under this Policy is conditional upon the:

(i) truth of the statements and information as provided to Us by the Policyholder and all Insured Person(s); and
(ii) due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Policyholder and all Insured Person(s).

**Contracts (Rights of Third Parties) Ordinance**

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.

**Examination and Audit**

We shall be permitted to examine the Insured Persons or the Policyholder's records relating to this Policy at any time during the Period of Insurance and within three (3) years after the termination of this Policy for whatsoever reason for the full and final adjustment and settlement of all claims, whichever is later.

**Fraud**

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a benefit under this Policy, We have no liability in respect of such claim and We will be entitled to terminate this Policy with immediate effect.

**Geographical Limit and Operative Time**

The coverage as afforded under this Policy is twenty-four (24) hours a day worldwide unless otherwise stated in the Policy or Policy Schedule or any subsequent Endorsements.

**Governing Law**

This Policy shall be governed by and interpreted in accordance with the laws of the Hong Kong.

**Legal Action**

No legal action may be brought to recover on this Policy until sixty (60) days after We have been given written proof of loss. No such action may be brought after two (2) years from the date of loss.

**Misrepresentation**

This Policy shall be voidable in the event of any misrepresentation, mis-description, non-disclosure or concealment of any circumstances by the Policyholder or the Insured Person which is material to or connected with:

(i) the Policyholder's and/or the Insured Persons' risk experience and claim history;

(ii) the Policyholder's and/or the Insured Persons' insurance record, including previous refusals to grant insurance coverage; and

(iii) the nature of the business of the Policyholder and the nature of the employment of each Insured Person.

**Mis-statement of Insured Person's age**

If the age of the Insured Person has been mis-stated, We may, in Our sole discretion determine: (i) that any benefits payable under this Policy with respect to such person shall be the benefits the Premiums paid would have purchased if the age of the Insured Person had been correctly stated; or (ii) to refund the additional amount of Premiums paid, without interest to the Policyholder.

In the event that the age of the Insured Person has been mis-stated and if, according to the correct age of the Insured Person, the cover provided by this Policy would not have become effective or would have ceased prior to the acceptance of any Premium or Premiums, then, Our liability during the period the Insured Person is not eligible for cover shall be limited to the refund, upon request, to the Policyholder of that part of such Premiums paid for the period not covered under this Policy.

**Notice and Sufficiency of Claim**

Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any Event, which may give rise to a claim under this Policy.

All certificates, information and evidence required by Us shall be supplied, in the form prescribed by Us, at the expense of the Policyholder or the Insured Person. An Insured Person shall, as often as may be required by Us, submit to medical examinations by physician(s) appointed by Us and at Our expense.

**Payment of Claims**

Payment for the death of the Insured Person is payable to the Beneficiary, and all other benefits paid under the Policy shall be payable to such person or persons and in such proportions as specified in the Policy.

**Premium Payment Warranty**

Any Premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within ninety (90) days of the effective date of the coverage under the Policy.

In the event that any Premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the ninety (90) days period referred to above, then:-

(i) the cover under the Policy is automatically terminated immediately after the expiry of the said ninety (90) days period;

(ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said ninety (90) days period; and

(iii) We shall be entitled to a pro-rata time on risk premium subject to a minimum of Hong Kong Dollars three thousand (HKD3,000).

If the Period of Insurance is less than ninety (90) days, any Premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

If this Policy is terminated through default in the payment of the agreed Premiums for this Policy, any subsequent acceptance of a Premium by Us shall reinstate the Policy, but the Policy only covers the time period after the reinstatement becomes effective as specified by Us in writing.

**Subrogation**

The Policyholder and/or the Insured Person agrees that We have the right to proceed at its expense in the name of the Policyholder and/or the Insured Person against any third parties who may be responsible for an occurrence of an Event giving rise to a claim under this Policy.

**Termination, Cancellation and Renewal**

This Policy will continue to be in force until the end of the Period of Insurance. This Policy may be renewed for consecutive periods by the payment of the agreed Premium prior to the expiry of the Period of Insurance or as provided in the Premium Payment Warranty Clause. We reserve the right to decline the renewal, or amend premium rates, benefits, terms and conditions of this Policy at the end of any Period of Insurance.

(a) Automatic Termination of Cover

Cover under this Policy in respect of any particular Insured Person will terminate on the earliest of the following events:

(i) the Insured Person ceasing to satisfy any of the eligibility requirements set out herein;

(ii) the death of such Insured Person;

(iii) the Insured Person or his/her legal representative receives 100% of the Critical Illness Lump Sum Benefit claimable under this Policy for Critical Illness sustained;

(iv) when the Insured Person ceases to be employed by the Policyholder; or

(v) upon expiry of the Period of Insurance.

(b) Cancellation of this Policy

(i) We may cancel this Policy, at any time by giving thirty (30) days' notice in writing to the Policyholder. In the event of such cancellation, We will return a pro-rated portion of any Premium paid.

(ii) The Policyholder may cancel the Policy at any time by giving Us written notice, provided no claim has arisen during the current Period of Insurance. In the event of such cancellation, We will promptly return any portion of the Premium paid that has not been deemed to be earned by Us. The Premium deemed to be earned will be, computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum Premium.

| Period Covered not exceeding | Short period rates of annual premium |
|---|---|
| 2 months | 40% |
| 3 months | 50% |
| 4 months | 60% |
| 5 months | 70% |
| 6 months | 75% |
| Over 6 months | Full annual premium |

(iii) Cancellation is not allowed for policies which have a Period of Insurance of less than one (1) year.

Cancellation shall be without prejudice to any Event giving rise to a claim under this Policy prior to the effective date of such cancellation.

**Waiver**

No delay or omission by Us in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Duplicate policy**

A Policyholder is not allowed to hold more than one Policy. If a Policyholder is holding more than one Policy, the Policy which was issued first will prevail. We will refund the Premium paid for the invalid Policy, without interest, to the Policyholder.

## Section 6 – How To Make A Claim

The Claimant should submit a claim within thirty (30) days of the Event taking place to Chubb Claim Centre (www.chubbclaims.com.hk) You can simply scan the below QR code to access the Chubb Claim Centre on your smartphone or tablet.

Alternatively, you can complete a claim form and submit together with the travel documents and the following documents as appropriate to Chubb Insurance Hong Kong Limited within thirty (30) days of the Event taking place. Please call 3191 6222 for further assistance.

*For English submission only.

- Medical report or certificate issued by a Physician certifying the degree or severity of disability;
- Police report, where relevant;
- Official/legal document of the employment status, where relevant;
- Diagnosis and treatment, including patient name and date of diagnosis, certified by a Physician;
- Laboratory investigations result and/or any other documentary evidence required by Us under the Policy

**These are some of the required document for claims. The Company reserves the right to request the Insured Person to provide any other information or documents which are not specified above, if necessary.**

## Section 7 – Personal Information Collection Statement

We want to ensure that Our Policyholders and Insured Persons are confident that any personal data collected by Us is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which We collect and use personally identifiable information provided by an Insured Person ("Personal Data"), the circumstances when Personal Data may be disclosed and information regarding an Insured Persons rights to request access to and correction of Personal Data.

**Purposes of Collection of Personal Data**

We will collect and use Personal Data for the purposes of providing competitive insurance products and services to an Insured Person, including considering application(s) for any new insurance policies and administering policies to be taken out with Us, arranging the cover and administering and managing the Insured Person and Our rights and obligations in relation to such cover. We also collect the Personal Data to be able to develop and identify products and services that may interest an Insured Person, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. We may also use an Insured Persons personal data in other ways with their consent.

**Transfer of Personal Data**

Personal Data will be kept confidential and We will not sell an Insured Persons Personal Data to any third party. We limit the disclosure of Personal Data but, subject to the provisions of any applicable law, an Insured Persons Personal Data may be disclosed to:

(i) third parties who assist Us to achieve the purposes set out in paragraphs 1. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
(ii) Our parent and affiliated companies, or any company within the Chubb local and overseas;
(iii) the insurance intermediary through which the Policyholder or Insured Person accessed the system;
(iv) provided to others for the purposes of public safety and law enforcement; and
(v) other third parties with the Insured Persons consent.

With regard to the above transfers of Personal Data, where applicable, an Insured Person consents to the transfer of their Personal Data outside of Hong Kong.

**Access and correction of Personal Data**

Under the Personal Data (Privacy) Ordinance ("PDPO"), an Insured Person has the right to request access to and correction of Personal Data held by Us about them and We will grant that access to and correct the Personal Data as requested by an Insured Person unless there is an applicable exemption under the PDPO under which We may refuse to do so. An Insured Person may also request Us to inform them of the type of Personal Data held by Us about them.

*Requests for access or correction of Personal Data should be addressed in writing to:*

Chubb Data Privacy Officer
39th Floor, One Taikoo Place,
979 King's Road,
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@chubb.com

A request to obtain access or correction will be considered within forty (40) days of Our receipt of the request. We will not charge an Insured Person for lodging a request for access to their Personal Data and if We levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

## About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

## Contact Us

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