



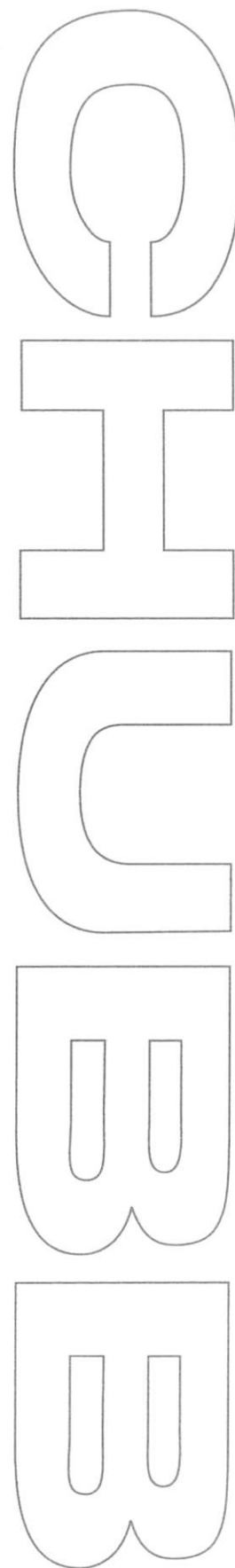
FEDERAL INSURANCE COMPANY
One of the Chubb Group of Insurance Companies

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GROUP PERSONAL ACCIDENT INSURANCE





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SECTION B – AMENDMENT NO. 1

GENERAL CONDITIONS

SHORT TERM COVERAGE

Coverage shall commence at the time an Insured Person arrives at the appointed meeting place for the purpose of participating in the designated activities as described in the Policy and shall cease while the Insured Person leaves the appointed meeting place after the end of the designated activities or the Insured Person disperses from the group, whichever is the earlier.

Against any accidental loss sustained as while an Insured Person is participating in &/or attending the designated activities "Inga Beckmann Photography" as "participant", which is organized by the Policyholder.

Location: Indoor Studio, within Hong Kong Territories

AGE LIMIT

The Coverage under this policy is not applicable to Insured Person(s) whose age is over 50 years or under 20 years.

GEOGRAPHICAL LIMIT

The Geographical Limit of this policy shall be within Hong Kong territories only.

OTHER GENERAL CONDITIONS

All claims must be verified by the Policyholder.

Other terms and conditions are subject to our Policy wordings.

SECTION C – POLICY WORDING

INSURING AGREEMENT

In consideration of the payment of the premium payable under this Policy, Federal Insurance Company (herein called "**Company**") agrees to insure eligible **Insured Persons** to the extent hereto provided and subject to the exclusions and all other limitations and provisions of this Policy.

THIS POLICY WILL NOT BE VALID UNLESS THE SCHEDULE OF BENEFITS SIGNED BY AN AUTHORISED REPRESENTATIVE OF FEDERAL INSURANCE COMPANY IS ATTACHED HERETO.

CERTAIN WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE SPECIAL MEANINGS. DEFINITIONS APPEAR IN PART I: DEFINITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY.

Federal Insurance Company [hereinafter called "**Company**"] agrees to insure the **Insured Person** subject to Amendment No. 1 against loss covered under this Policy subject to and in accordance with the exclusions, limitations, provisions, and terms described herein.

PART I: DEFINITIONS

"**Accident**" or "**Accidental**" means a sudden, unforeseen and unexpected event happening by chance.

"**Civil War**" means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups.

"**Company**" means Federal Insurance Company, Hong Kong Branch.

"**Fractured Leg or Patella with Established Non-union**" means a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the **Insured Person's** life.

"**Injury**" means bodily injury which is sustained by an **Insured Person** during the period of this Policy and is caused by an **Accident**, solely and independently of any other cause where death or disablement of the **Insured Person** results within twelve (12) consecutive months from the date of such **Accident**.

"**Insured Person**" means the person or persons named in the Policy Schedule, and for whom the required premium has been paid.

"**Loss of Limb**" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

"**Loss of Sight of Eyes**" means the entire and **Permanent** irrecoverable loss of sight.

"**Loss of Hearing**" means **Permanent** irrecoverable loss of hearing where:-

If a	dB = Hearing loss at 500 Hertz	If c	dB = Hearing loss at 2000 Hertz
If b	dB = Hearing loss at 1000 Hertz	If d	dB = Hearing loss at 4000 Hertz

1/6 of (a + 2b + 2c + d) is above 80 dB.

"**Loss of Speech**" means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

"**Loss of Fingers or Toes**" means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

"**Loss of Use**" means total functional disablement and is treated like the total loss of said limb or organ.

"**Medical Expenses**" means the actual medical expenses caused by **Accident** and paid by an **Insured Person** or by the **Policyholder** on behalf of an **Insured Person** to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or surface ambulance (excluding helicopter and any aircraft) for medical, surgical, X-ray,

hospital or nursing treatment including the cost of medical supplies and surface ambulance (excluding helicopter and any aircraft) hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by injury. Provided that in the event of an **Insured Person** becoming entitled to a refund of all or part of such expenses from any other source, the **Company** will only be liable for the excess of the amount recoverable from such other source.

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

"Permanent Total Disablement" means when as the result of **Injury** and commencing within twelve (12) consecutive months of the date of the **Accident** an **Insured Person** is totally and **Permanently** disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life, provided such disability has continued for period of twelve (12) consecutive months. The disability must be total, continuous and permanent at the end of the period.

"Policyholder" means the organisation/people stated in the corresponding item in the Schedule.

"Salary" means the average monthly gross basic earned income of the **Insured Person** during the twelve (12) consecutive months immediately preceding any injury which causes disablement within the meaning of this Policy, excluding bonuses, commission, overtime payments and any other allowances or perquisites.

"War" means a contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of pacific relations and ii) a general contention by force, both authorized by the sovereign.

Words in the masculine gender shall include the feminine.

PART II: DESCRIPTION OF COVERAGE

A. ACCIDENTAL DEATH, PERMANENT TOTAL OR PARTIAL DISABLEMENT

The **Company** agrees that if during the Period of Insurance the **Insured Person** sustain **Injury** as defined herein, as a result of a covered **Accident** which solely and independently of any other cause shall within twelve (12) consecutive months result in death, loss or disablement, the **Company** will pay the **Insured Person** the appropriate compensation for the Event stated in the Table of Benefit below, less any other amount paid or payable under the Policy as the result of the same **Accident**.

Exposure And Disappearance:

When by reason of any **Accident** covered by this Policy the **Insured Person** is exposed to the elements and as the result of such exposure suffers an Event for which compensation is otherwise payable hereunder such Event will be covered under the terms of this Policy.

If the body of the **Insured Person** has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the **Insured Person** was traveling at the time of the **Injury** and under such circumstances as would otherwise be covered hereunder, it will be presumed that the **Insured Person** suffered loss of life resulting from **Injury** caused by an **Accident** covered by this Policy at the time of such disappearance, sinking or wrecking.

Compensation:

- (i) Compensation shall not be payable for more than one of the Events 1 to 9 in the Table of Benefits in respect of the same **Injury** except as provided in (a) (ii) hereunder.
- (ii) After the occurrence of any one of the Events 2 to 9 or the total compensation payable for the Events 10 to 20 equal to 100% whichever the first occur save for the liability already incurred hereunder there shall be no further liability under this Policy in respect of the same **Insured Person** for **Injury** sustained thereafter.
- (iii) If the **Insured Person** is left-handed the percentages set out above from Events 13 to 16 for the various disabilities of right hand and left hand will be transposed.

Any difference arising between the Policyholder or any claimant and the Company with respect to a claim under Part II(A) shall be referred to an arbitrator to be appointed by the parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties or in case of disagreement of an umpire to be appointed by the arbitrators before entering on the reference. The making of an award shall be a condition precedent to any liability of or right of action against the Company in respect of such difference. If the Company shall disclaim liability for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under these provisions the claim shall then for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

TABLE OF BENEFITS

Percentage of Compensation of Principal Sum specified in Accidental Death and Permanent Total or Partial Disablement in the Schedule:

EVENTS	COMPENSATION	
	Scale 1	Scale 2
1. Accidental Death	100%	100%
2. Permanent Total Disablement	100%	100%
3. Permanent and Incurable Paralysis of all Limbs	100%	100%
4. Permanent Total Loss of Sight of both Eyes	100%	100%
5. Permanent Total Loss of Sight of one Eye	100%	100%
6. Loss of or the Permanent Total Loss of use of two Limbs	100%	100%
7. Loss of or the Permanent Total Loss of use of one Limb		
(a) Right Hand	100%	100%
(b) Left Hand	100%	100%
(c) One Foot	100%	100%
8. Loss of Speech and Hearing	100%	100%
9. Permanent and Incurable Insanity	100%	100%
10. Permanent Total Loss of Hearing in		
(a) both Ears	75%	75%
(b) one Ear	15%	15%
11. Loss of Speech	NIL	50%
12. Permanent Total Loss of the Lens of one Eye	NIL	50%
13. Loss of or the Permanent Total Loss of use of four Fingers and Thumb of		
(a) Right Hand	NIL	70%
(b) Left Hand	NIL	50%
14. Loss of or the Permanent Total Loss of use of four Fingers of		
(a) Right Hand	NIL	40%
(b) Left Hand	NIL	30%
15. Loss of or the Permanent Total Loss of use of one Thumb		
(a) both Right Joints	NIL	30%
(b) one Right Joint	NIL	15%
(c) both Left Joints	NIL	20%
(d) one Left Joint	NIL	10%
16. Loss of or the Permanent Total Loss of use of Fingers		
(a) three Right Joints	NIL	15%
(b) two Right Joints	NIL	10%
(c) one Right Joint	NIL	7.5%
(d) three Left Joints	NIL	10%
(e) two Left Joints	NIL	7.5%
(f) one Left Joint	NIL	5%
17. Loss of or the Permanent Total Loss of use of Toes		
(a) all - one Foot	NIL	20%
(b) great - both Joints	NIL	7.5%
(c) great - Joint	NIL	5%
18. Fractured Leg or Patella with established non-union	NIL	15%
19. Shortening of Leg by at least 5 cm	NIL	10%
20. Permanent Disability not otherwise provided for under Events 10 to 19 inclusive. Such percentage of the Principal Sum Insured as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with the Compensation provided under Events 10 to 19 inclusive.		

B. ACCIDENTAL MEDICAL EXPENSES

If while this Policy is in force the **Insured Person** sustains an **Injury** and necessarily incurs **Medical Expenses** as the direct result of the **Injury**, the **Company** will indemnify the **Insured Person** in respect of such **Medical Expenses** up to the limit of the Accidental Medical Expenses as stated in the Table of Compensation. The **Company** shall not be liable for claims arising directly or indirectly from any **Medical Expenses** incurred after the Period of Insurance.

This section also covers medical treatment by a registered Chinese Bonesetter or Acupuncturist for a covered **Injury** sustained and incurred within the Period of Insurance up to the limit as stated in the Table of Compensation.

In no circumstances shall the overall reimbursement payable under this insuring clause exceed 100% of the Principal Sum stated in the Table of Compensation.

PART III: GENERAL CONDITIONS

1. Age Limit:

Coverage is available to persons between 18 and 80 years of age.

2. Aggregate Limit of Liability:

Except as provided hereunder, the total liability of the **Company** under the Policy in respect of any one **Accident** or series of **Accidents** arising out of any one event shall not exceed the Aggregate Limit of Liability as set out in the Schedule.

In the event the Aggregate Limit of Liability for any one **Accident** is insufficient to pay the full amount of compensation for each **Insured Person** arising out of that **Accident**, then the amount payable for each **Insured Person** shall be reduced proportionately, based on the ratio of the Aggregate Limit of Liability to the total amount of compensation that would have been payable except for such Aggregate Limit of Liability. In the event of a claim which exhausts the Aggregate Limit of Liability, it is agreed that the limit shall be automatically reinstated in respect of coverage for other **Accidents**.

3. Beneficiary:

The loss of life Principal Sum will be paid to the **Insured Person's** estate. All other benefits are payable to the **Insured Person**, except those expenses which are payable to an emergency assistance provider or other provider of services rendered to the **Insured Person**. Payment of any amount payable under this Policy by the **Company** in accordance with this clause shall effectively discharge the **Company** from any further liability in respect thereof.

4. Change of Occupation:

The **Policyholder** shall give written notice to the **Company** at any of its offices within a reasonable time of any change in the occupation of the **Insured Person** or habits or pursuits (and shall pay any additional premium required by the **Company**).

5. Claims Investigation:

In the event of a claim, the **Company** may make any investigation it deems necessary and both the **Insured Person** and the **Policyholder** shall co-operate fully with such investigation. Failure by the **Insured Person** or the **Policyholder** to co-operate with the **Company's** investigation may result in denial of the claim or cancellation of the Policy.

6. Compliance with Policy Provisions:

Failure by the **Policyholder** or the **Insured Person** to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

7. Entire Contract:

The Policy, together with all amendments and other attachments, if any, constitutes the entire contract of insurance. The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the **Company**.

8. Limitation of Time for Bringing Suit:

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of loss 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 the time within which proof of loss is required by this Policy or the date the proof of loss was filed, whichever shall be the earlier.

9. Limitations Controlled by Statute:

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the jurisdiction in which the **Insured Person** resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

10. Legality:

This insurance shall not apply to the extent it is illegal in any jurisdiction, outside the Hong Kong Special Administrative Region, for the citizens of such jurisdiction to be insured by an insurer which is not registered within such jurisdiction. This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

11. Physical Examination and Autopsy:

The **Company**, at its expense, has the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending. It may also have an autopsy performed unless prohibited by law.

12. Reinstatement of Policy:

When this Policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium shall constitute reinstatement of the Policy by the **Company**, and shall only cover loss resulting from **Injury** sustained or sickness commencing after the date of such reinstatement.

13. Subrogation:

In the event that any payment is made under this Policy in respect of any claim, the **Company** shall be subrogated to all the **Insured Person's** rights of recovery and therefore against any person or organization and the **Insured Person** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured Person** shall agree not to prejudice such rights.

14. Short Term Condition:

This Policy shall be non-renewable, non-endorseable and non-cancellable. The premium shall be fully earned once coverage has effected.

PART IV: EXCLUSIONS

This Policy does not insure against Death or Injury or any other loss caused by or resulting from any or more of the following:

- (a) **War**, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), **Civil War**, rebellion, revolution, insurrection, military or usurped power, direct participation in a riot, strike, civil commotion; or accident occurring while the **Insured Person** is serving on full time active duty in the disciplinary forces, military, naval, air force or other armed service or operation of any country or international authority, whether in time of peace or war;
- (b) **Accident** occurring during or as a direct or indirect result of any surgery except when such surgery was necessary to treat or restore function after an **Injury** covered by this policy;
- (c) **Accident** occurring while the **Insured Person** is traveling in, boarding, or alighting from any aerial device except as a passenger in any properly licensed private and/or commercial aircraft, including but not limited to accidents occurring while the **Insured Person** is acting as an operator, pilot or member of the aircrew or undertaking any aerial activity, navigation or technical operation therein or thereon;

- (d) sickness, disease, pregnancy, childbirth, miscarriage, abortion, bodily infirmity, bacterial viral, fungal infection other than bacterial infection occurring in consequences of any **Accidental** cut or wound; any intentionally self-inflicted injury, suicide or any attempt thereat, while sane or insane;
- (e) **Insured Person** engaging in a sport in a professional capacity or where an **Insured Person** would or could earn income or remuneration from engaging in such sport;
- (f) violation or attempted violation of the law or resistance to arrest;
- (g) kidnap, murder and assault;
- (h) **Insured Person** is under the influence of alcohol or narcotics;
- (i) **Insured Person** engaging in any stunt works, handling explosives, aerial activities or motor vehicle racing;
- (j) Any dangerous action as part of film production.

PART V: HOW TO MAKE A CLAIM

Any occurrence or loss which may give rise to a claim should be reported in writing immediately but in any event NOT LATER THAN 30 DAYS AFTER THE INCIDENT TO:

Federal Insurance Company, Hong Kong Branch
(The address of the Company is stated in the Schedule.)
Telephone No. (852) 2861 3668 Fax No. (852) 2865 7778

Claim Form: Claim Form is available for download at www.chubb.com/international/hk/

Proof of Loss: Written Proof of Loss must be given to the **Company** within 30 days after the date of such loss including original copies of all relevant documentation. The **Policyholder** or **Insured Person** shall notify the **Company** promptly of the reason and possible time frame for submission when such Proof of Loss is delayed. Failure to give written Proof of Loss within 180 days will invalidate the claim.

Time of Payment of Claims: Benefits payable under this Policy will be paid within 30 days of receipt of a completed Proof of Loss.

Personal Information Collection Statement

What do we use personal data for

We, Federal Insurance Company Hong Kong Branch, may use the personal data which you provide to us in a proposal form for insurance or in any other documents relating to an insurance policy or claim of whatsoever nature made under an insurance policy issued by us, and the modifications, variations or cancellation of any such information, for the following purposes:

- processing and evaluating your application and any future application you make;
- administering your insurance policy and providing services in relation to your insurance policy;
- investigation, processing and paying claims under your insurance policy;
- to contact you regarding your enquiries or relating to the collection of insurance premium or payment discrepancies or any other matters relating to your insurance policy or a claim under it;
- for identification and verification purposes;
- for our own internal records;
- to commence or defend any legal proceedings made by or against us, our directors, officers, employees, subcontractors, agents, affiliates and/or subsidiaries;
- to provide you with relevant marketing (for details on direct marketing, please see below);
- for other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines.

Direct Marketing

With your consent, we may also use your name, contact details and policy details to contact you with direct marketing communications regarding financial and insurance products by postal mail, email, telephone or SMS.



With your consent, we may also provide your name, contact details and policy details to our related companies (as that term is defined in the *Companies Ordinance*), who may send you direct marketing communications regarding financial and insurance products by postal mail, email, telephone or SMS.

If you do not wish us to use your personal data in direct marketing as described above, you may exercise your opt-out right by notifying us. You may write to the Operations Services Manager at the address provided below, or provide the Company with your opt-out choice in the relevant application form (if applicable).

To whom do we disclose personal data

We may disclose your personal data for the above purposes to the following:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- our personnel, agents and affiliates in order to provide you with the products or services you request;
- in the event of a claim, loss adjudicators, claims investigators and medical advisers;
- our related companies (as that term is defined in the *Companies Ordinance*);
- any reinsurers, brokers or agents for the purposes of underwriting or administering your policy;
- any person in connection with claims made by or against or otherwise involving you in respect of any products or services provided by us;
- any of our service providers insofar as required to enable us to provide the services you have requested;
- our legal and professional advisors;
- in the event of default, the Small Claims Tribunal, debt collectors and recovery agents;
- the Hong Kong Federation of Insurers (or similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies;
- government agencies and authorities as required or permitted by law.

The personal data you provide to us may be transferred to our company's parent, subsidiary or affiliate in Hong Kong or other jurisdictions having privacy laws which are substantially similar to, or serve the same purposes as, the PDPO. You acknowledge this and agree and consent to the transfer to and storage of your information in these jurisdictions.

We may preserve or disclose personal data when required by law or court order, or as requested by other government or law enforcement authorities, or in the good faith belief that such preservation or disclosure is otherwise necessary or advisable including and without limitation to protect the rights, properties or personal safety of, or commence or defend any claims, demands or legal proceedings by or against us, our directors, officers, employees, subcontractors, agents, affiliates and/or subsidiaries. We shall not be liable to you or to any third party as a result of such preservation or disclosure of personal data for any of these purposes.

We may also use and disclose your personal data otherwise with your consent.

It is mandatory to provide all of the personal data requested on the proposal form for insurance or such documents relating to an insurance policy or claim, as enclosed with this Statement. Failure to provide all the personal data requested on this form or such documents may mean we are unable to process your application.

Accessing and correcting your personal data

You may seek access to or request correction of any personal data we hold about you by contacting:

*Operations Services Manager
Federal Insurance Company, Hong Kong Branch
2401 Harcourt House,
39 Gloucester Road,
Wanchai,
Hong Kong.*

For more information about how we use your personal information, please visit our website: <http://www.chubb.com/international/hk/> to see our privacy policy.