

## BUS RYDE INSURANCE POLICY

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, We, Assicurazioni Generali S.p.A., Hong Kong Branch hereby insure and promise to pay indemnity for loss to the extent herein provided.

All periods of insurance shall begin at 12:00a.m., standard time, at the place where the Policy was issued or the time when the Policy was issued, whichever is later, and end in accordance with "General Provisions", Clause 4 - Termination of Coverage of this Policy.

### DEFINITIONS

**"Accident"** means sudden and unforeseen event which happens unexpectedly and causes Injury.

**"Acquired Immune Deficiency Syndrome"** or **"AIDS"** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a sero-positive test for HIV.

**"Chinese Bonesetter or Acupuncturist"** means any Chinese bonesetter or acupuncturist who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), but excluding a Chinese bonesetter or acupuncturist who is the Insured Person or Immediate Family Member of the Insured Person.

**"Civil War"** means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

**"Company"** means Assicurazioni Generali S.p.A., Hong Kong Branch, issuing this Policy.

**"Hospital"** means an establishment which meets all the following requirements:

1. holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
2. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
3. provides 24-hour a day nursing service by registered or graduated nurses;
4. has a staff of one (1) or more licensed Registered Medical Practitioner(s) available at all times;
5. provides organized facilities for diagnosis and major surgical facilities; and
6. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.

**"KMB"** means The Kowloon Motor Bus Co. (1933) Ltd.

**"Immediate Family Member"** means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

**"Injury"** means bodily injury which is solely caused by an Accident and independently of any other cause.

**"Insured Person"** means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed hereon.

**"Malignant Neoplasm"** includes but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome.

**"Money"** means cash, stored value cards (such as Octopus cards) and electronic money which is exchanged electronically over a technical device such as a computer or mobile phone, currency notes, coins, cheques, postal orders, bankers drafts, travellers cheques, travel tickets, saving certificates, stamps, gift tokens, telephone cards and the like.

**"Opportunistic Infection"** includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection. **"Policy"** means this Policy and any other documents referred to in Clause 1 of "General Conditions" herein.

**"Policyholder"** means an institution or a person is an applicant of the Policy named in the Schedule of Benefits as Policyholder, is responsible for the payment of premium for this Policy and has completed an application form incorporating premium deduction authority to the Company's satisfaction.

**"Pre-existing Condition"** means any condition for which the Insured Person received from or were recommended by a Registered Medical Practitioner within a twelve (12) months period prior to the effective date of this Policy, any medical treatment, diagnosis, consultation or prescribed drugs leading to a claim under this Policy; or any Symptom which existed prior to the effective date of this Policy leading to a claim under this Policy. For the foregoing purpose, "Symptom" means a sign or an indication of disorder or disease experienced by an individual. Such pre-existing conditions shall be covered provided that the Insured Person(s) has been insured under this Policy for twelve (12) consecutive months.

**"Registered Medical Practitioner"** means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is the Insured Person, or an Immediate Family Member of the Insured Person.

**"Schedule of Benefits"** means the attachment to this Policy entitled "Schedule of Benefits" as may be amended by the Company from time to time.

**"Sum Insured"** means the amount of sum insured as stated in the Schedule of Benefits.

**"War"** means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## BENEFITS

### A) ACCIDENTAL MEDICAL EXPENSES

The Company shall reimburse the actual medical expenses incurred by the Insured Person within four (4) months after the happening of an Injury when the Insured Person is riding as a passenger in a public franchised bus operated by KMB and not exceeding the limit of benefits stated in this Schedule of Benefits as a result of an Injury paid by an Insured Person or on behalf of an Insured Person to a Registered Medical Practitioner, physician, surgeon, nurse, Chinese Bonesetter or Acupuncturist, Hospital and/or ambulance (excluding helicopter and any aircraft) service for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies and 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 the 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.

For medical expenses paid to Chinese Bonesetter or Acupuncturist, it is subject to a deductible as stated in this Schedule of Benefits.

Once the total amount payable under this Benefit reaches the limit of benefits stated in this Schedule of Benefits, this Benefit will then be terminated.

### B) COVER FOR PERSONAL ITEMS

The Company will, subject to the Terms of this Policy, pay for accidental physical loss of personal items (other than Money) being owned by and carried by the Insured Person during the covered trip up to the Amount of Benefit stated in the Schedule of Benefits.

The Company shall not be liable for more than HK\$1,000 in respect of any one article, pair or set of articles and subject to deductible HK\$200 per accident.

The Company will not pay for the loss if such loss is not reported to the local police authority and KMB within twenty-four (24) hours of the loss.

In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of such article or articles will be the rateable proportion of the total value of the set, and in no event such loss be construed to mean total loss of the set.

Once the total amount payable under this Benefit reaches the limit of benefits stated in this Schedule of Benefits, this Benefit will then be terminated.

## EXCLUSIONS

The Company will not pay under section B of this Policy for loss or liability caused by or resulting from any or more of the following:

1. loss of foodstuffs, pet or animal, business goods or sample, household furniture, antiques, artificial teeth or limbs, money, securities, tickets or documents;
2. loss of contact lens, denture or prosthesis;
3. loss of data of any kind;
4. loss of hired or leased equipment or property;
5. loss of baggage or property left unattended intentionally in any public place as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property; or
6. loss more specifically insured by any other insurance policies or otherwise reimbursed by KMB.

## GENERAL EXCLUSIONS

The Company will not pay under any section of this Policy for loss or liability caused by or resulting from any or more of the following:

1. War, invasion, act of foreign enemy, hostilities, or any warlike operations (whether war be declared or not), Civil War, revolution, rebellion, insurrection, military or usurped power direct participation in a riot, strike, civil commotion;
2. ionising, radiation or contamination by radioactivity from any nuclear fuel, from any nuclear waste, from the combustion of nuclear fuel or from any nuclear weapons material;
3. violation or attempted violation of the law or resistance to arrest;
4. While the Insured Person is serving on full time active duty in any disciplinary forces, armed force, naval, military or air force service or operations; any flying service;
5. While the Insured Person is a driver;
6. flying or taking part in any other aerial activities;
7. suicide, attempted suicide or intentional self inflicted injury while sane

- or insane;
8. childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
9. Acquired Immune Deficiency Syndrome (AIDS), any disease or Injury commencing in the presence of a sero-positive test for HIV and any related disease(s); venereal or sexually transmitted diseases;
10. psychosis, sleep disturbance disorder, mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising there from or from any drug accident;
11. the influence of alcohol or any non-prescribed drug;
12. any Pre-existing Condition;
13. cosmetic, plastic or any elective surgery, congenital disease or anomalies;
14. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
15. any kind of disease; or any loss caused by an Injury which is a consequence of any kind of disease;
16. fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident;
17. any additional cost of single or private room accommodation at a Hospital, charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipments: or
18. general or health check-up, convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary.

## CONDITIONS FOR MAKING A CLAIM

To file a claim with us, you have to provide the following:

- Benefit A: Hospital bills / discharge slip / medical bills with details showing diagnosis.
- Proof of transportation means e.g Octopus proof, GPS with speed data.
- Benefit B: Local police report and proof of report to the KMB (if any).
- Any other documents/information/self declaration in support of the claim, to the satisfaction of the Company.

**GENERAL PROVISIONS****1. ENTIRE CONTRACT**

The Policy, Schedule of Benefits, proposal form/application, riders, amendments and attachments (if any) constitute the entire contract of insurance. No alteration in the terms of this Policy and any attachments shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney of the Company for this purpose appointed.

**2. AGE LIMIT**

The insurance under this Policy shall only cover age between eighteen (18) to seventy (70) years old.

**3. MISSTATEMENT OF FACTS**

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 or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

**4. TERMINATION OF COVERAGE**

- a. This Policy will be terminated:
- when premium is not paid when due;
  - when there is any fraud, misstatement, non-disclosure or concealment in respect of this Policy or any claim hereunder shall render this Policy null and void immediately. All the premiums paid and claims under this Policy shall be forfeited; or
  - when both Benefit A and Benefit B terminate.
- b. The Company may cancel this Policy by giving seven (7) days notice to the Policyholder by registered letter sent to his last known address; and the Company making to the Policyholder a return of premium proportionate to the unexpired part of the Period of Insurance. This Policy may be canceled at any time by the Policyholder on seven (7) days notice to the Company and in such event the Policyholder shall not be entitled to any return of all or part of premium.

**5. STATUS CHANGE**

The Insured Person must take full responsibility to inform the Company forthwith of any change in respect of the information provided in the application for this Policy, otherwise the Company reserves the right to refuse or invalidate all claims under this Policy.

**6. TIME OF NOTICE OF CLAIM**

Completed claim information and supporting document(s) must be given to the Company as soon as reasonably possible. If possible, claim should be submitted to the Company within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy.

**7. PROOF OF LOSS**

All certificates information and evidence required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe. The Insured Person shall as often as required submit to medical examination on behalf of the Company at the Company's expense.

**8. SUFFICIENCY OF NOTICE**

Such notice by or on behalf of the Policyholder or the Insured Person given to the Company, with particulars sufficient to identify the Policyholder or the Insured Person shall be deemed to be noticed to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

**9. TIME FOR FILING PROOF OF LOSS**

Affirmative proof of loss must be furnished to the Company at its said office in case of a claim within ninety (90) days after the date of relevant loss.

**10. MEDICAL EXAMINATION AND TREATMENT**

The Insured Person shall as soon as possible after the occurrence of any Injury, obtain and follow the advice of a Registered Medical Practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

**11. PAYMENT OF INDEMNITIES**

All indemnities provided in this Policy will be paid immediately after the receipt of due proof.

**12. TO WHOM INDEMNITIES PAYABLE**

All indemnities of this Policy are payable to the Insured Person.

**13. 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 written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two (2) years after the time written proof of loss is required to be furnished.

**14. ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon the Company. The Company does not assume any responsibility for the validity of an assignment. No provisions of the Company's charter, constitution or by-laws shall be used in defence of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

**15. COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

**16. REINSTATEMENT OF POLICY**

If this Policy lapses due to non-payment of premiums, it may be reinstated with the Company's approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

**17. SANCTION CLAUSE**

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition, or restriction, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America or any other country, state or territory which has jurisdiction in the matter.

**18. TERRITORIAL EXCLUSION CLAUSE**

The Company shall not indemnify the Insured/policyholder for any liability: (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; (ii) incurred by the government of **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>** or resulting from activities that involve or benefit the government of **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**, or where the payment of such indemnity by the Insurer will benefit the government of **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**; (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**, persons or entities resident in **<Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>**.

For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that Fully Embargoed and Comprehensive Sanctioned Countries/Territories shall be listed under Generali Corporate website at [https://www.generali.com.hk/EN\\_US/sanctioned\\_countries](https://www.generali.com.hk/EN_US/sanctioned_countries), with such list to be updated from time to time, and incorporated into the policy.

**19. 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 (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

**20. JURISDICTION**

This policy shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region. Any dispute under this Policy shall be settled in accordance with the laws of Hong Kong Special Administrative Region.

**Personal Information Collection Statement**

- a) From time to time, it is necessary for you to supply Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable) (the "Company") with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/ or other relevant individuals (the "Personal Data") in connection with the provision of insurance and/ or related products and services to you, the processing of claims under insurance policies issued and/ or arranged by the Company, and/ or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/ or related products and services to you, process claims under insurance policies issued and/ or arranged by the Company, and/ or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
- i) processing your insurance application, arranging and executing insurance contract, and managing your account with the Company;
  - ii) customer services and other related activities;
  - iii) conducting data matching procedures;
  - iv) designing insurance and/ or related products and services for customers' use;
  - v) marketing insurance and/ or other related products and services of the Company and/ or its parent company and group companies (hereinafter referred to as the "Group Entities");
  - vi) direct marketing of insurance and/ or other related products and services subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying the Company at any time;
  - vii) statistical or actuarial research of the Company, its Group Entities, insurance industry associations or federations, governments and/ or regulatory entities;
  - viii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/ or its Group Entities are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
  - ix) fulfilling any other purposes directly relating to (i) to (viii) above.
- d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/ or any other relevant individuals to whom the Personal Data is related:
- i) intermediaries, claims service providers, coinsurers, reinsurers, banks and credit-card companies, health and medical organizations, business partners, and/ or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the Company in connection with the operation of its business;
  - ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - iii) overseas locations, as appropriate, of the Company and/ or its Group Entities;
- iv) persons to whom the Company and/ or its Group Entities are under an obligation to make disclosure under the requirements as mentioned in (c) (viii);
- v) any court, government or regulatory entity (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the Company and/ or its Group Entities;
- vi) lawful successors or assigns of the Company; and
- vii) persons who owe a duty of confidentiality to the Company and/ or its Group Entities.
- e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/ or members of such industry associations or federations.
- f) In accordance with the Personal Data (Privacy) Ordinance:
- i) any individual has the right to:
    - A) check whether the Company holds data about him/ her and, if so, obtain a copy of such data;
    - B) require the Company to correct any data relating to him/ her that is inaccurate; and
    - C) ascertain the Company's policies and practices in relation to data and to be informed of the kind of data held by the Company; and
  - ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to data and/ or correction of data and/ or for information regarding policies and practices and kinds of data held are to be addressed as follows:
- i) Personal Data Protection Officer,
  - ii) Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable)
  - iii) 21/F, Cityplaza One  
1111 King's Road  
Taikoo Shing  
Hong Kong