



**Assicurazioni Generali S.p.A.**  
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## EASY GO TRAVEL INSURANCE POLICY

**Please read these Insurance conditions carefully and do not hesitate to contact your insurance advisor or our company if you have any queries.**

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

Certain words and expressions in this Policy have specific meanings. These words or expressions have the same meaning in this Policy, the Schedule or any Endorsement or Memorandum hereof.

**"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.

**"Activities of Daily Living"** shall mean:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility - the ability to move indoors from room to room on level surfaces;
5. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding - the ability to feed oneself once food has been prepared and made available.

**"Burns"** means tissue damage caused by the heat.

**"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, We, Us, Our"** means Assicurazioni Generali S.p.A., Hong Kong Branch.

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

**"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
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.

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

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

**"Insured Journey"** for inbound travel to Hong Kong, it means the period of travel commencing from the time when the Insured Person enters to Hong Kong from an immigration counter in the territory of Hong Kong or the time the Policy was issued, whichever is later to (i) the time when he/she leaves Hong Kong from an immigration counter in the territory of Hong Kong or (ii) the end date of Period of Insurance stated in the Policy Schedule, whichever is earlier.

For outbound travel from Hong Kong, it means the period of travel commencing from the time when the Insured Person leaves the immigration counter in the territory of Hong Kong or the time the Policy was issued, whichever is later to (i) the time when the Insured re-enters Hong Kong from an immigration counter in the territory of Hong Kong or (ii) the end date of Period of Insurance stated in the Policy Schedule, whichever is earlier.

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

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

**"Loss of Hearing"** means Permanent irrecoverable loss of hearing where one sixth of  $a+2b+2c+d$  is above 80 dB (a dB = hearing loss at 500 Hertz, b dB = hearing loss at 1,000 Hertz, c dB = hearing loss at 2,000 Hertz, d dB = hearing loss at 4,000 Hertz).

**"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 Eye"** means the entire and irrecoverable loss of sight.

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

**"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.

**"Period of Insurance"** means the period specified in the Schedule agreed by the Company.

**"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 Policy Form Code: TDPI/202407



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commencing within twelve (12) consecutive months from the date of 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/she is reasonably qualified by reason of his/her education, training or experience; or if the Insured Person has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to be continued for a period of twelve (12) consecutive months and certified by a Registered Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life.

“**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.

“**Second Degree Burn**” means both the epidermis and the underlying dermis are damaged.

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

“**Third Degree Burn**” means the damage to or destruction of the skin to its full depth and damage to the tissues beneath.

“**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 DEATH AND PERMANENT DISABLEMENT

The Company agrees that if during the Period of Insurance and the Insured Journey the Insured Person sustains Injury as defined herein 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 Compensation Table below.

COMPENSATION TABLE		COMPENSATION
EVENT		(Percentage of Sum Insured)
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and Incurable Paralysis of all Limbs	100%
4.	Permanent Total Loss of Sight of both Eyes	100%
5.	Permanent Total Loss of Sight of one Eye	100%
6.	Loss of or the Permanent Total Loss of use of two Limbs	100%
7.	Loss of or the Permanent Total Loss of use of one Limb	

	(a) Right Hand	100%
	(b) Left Hand	100%
	(c) One Foot	100%
8.	Loss of Speech and Hearing	100%
9.	Permanent and Incurable Insanity	100%
10.	Permanent Total Loss of Hearing in	
	(a) both Ears	75%
	(b) one Ear	15%
11.	Loss of Speech	50%
12.	Permanent Total Loss of the Lens of one Eye	50%
13.	Loss of or the Permanent Total Loss of use of four Fingers and Thumb of	
	(a) Right Hand	70%
	(b) Left Hand	50%
14.	Loss of the Permanent Total Loss of use of four Fingers of	
	(a) Right Hand	40%
	(b) Left Hand	30%
15.	Loss of or the Permanent Total Loss of use of one Thumb	
	(a) both Right Joints	30%
	(b) one Right Joint	15%
	(c) both Left Joints	20%
	(d) one Left Joint	10%
16.	Loss of or the Permanent Total Loss of use of Fingers	
	(a) three Right Joints	15%
	(b) two Right Joints	10%
	(c) one Right Joint	7.5%
	(d) three Left Joints	10%
	(e) two Left Joints	7.5%
	(f) one Left Joint	5%
17.	Loss of or the Permanent Total Loss of use of Toes	
	(a) all - one Foot	20%
	(b) great - both Joints	7.5%
	(c) great - one Joint	5%
18.	Fractured Leg or Patella with established non-union	15%
19.	Shortening of Leg by at least 5cm	10%
20.	Burns, Second Degree or Third Degree	
	(a) On 45% or more of body surface	100%
	(b) On 27% or more of body surface	60%
	(c) On 18% or more of body surface	50%
	(d) On 9% or more of body surface	30%
	(e) On 4.5% or more of body surface	20%
21.	Permanent Disability not otherwise provided for under Events 10 to 20 inclusive. Such Compensation/Percentage of 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 20 inclusive.	

## COMPENSATION

- Compensation shall not be payable for more than one Event as stated in the Compensation Table in respect of the same Accident. Should more than one Event occur from the same Accident, the Company shall only be liable for the Event with the greater Percentage of Sum Insured.
- If the sum of the total paid compensation for one or more Events equal to or exceeds one hundred percent (100%) of the Sum Insured whichever is the lesser, there shall be no further liability under the Policy for Injury sustained thereafter for the Insured Person. This coverage will then be terminated.
- When a limb or organ which had been partially disabled prior to an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of the Sum Insured payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was disabled prior to the Injury.
- If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 13 to 16 inclusive for the various disabilities of right hand and left hand will be transposed.
- This Section does not cover for illness, sickness, disease, any pre-existing physical or mental defect or infirmity, bacterial or viral infections even if contracted by Accident. This does not exclude



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bacterial infection that is the direct result of an Accidental cut or wound.

- f. Once a claim under this coverage becomes payable, this coverage will then be terminated.

#### **EXPOSURE AND DISAPPEARANCE**

By the reason of any covered Accident during the Insured Journey, the Insured Person is unavoidably exposed to the elements (violent, severe or prolonged weather conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, the Company will pay in accordance to the Event as stated in the Compensation Table. If the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling at the time of the Injury, under such circumstances, it will be presumed that the Insured Person suffered loss of life resulting from Injury covered by this Policy at the time of such disappearance, sinking or wrecking. The Company will pay in accordance with the Event as stated in the Compensation Table, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not suffer loss of life as a result of the Accident.

#### **B) ACCIDENTAL MEDICAL EXPENSES**

The Company shall reimburse the actual medical expenses incurred by the Insured Person during the Insured Journey after the happening of an Injury during the Insured Journey and not exceeding the amount of benefits stated in the Schedule of Benefit as a result of an Injury and paid by an Insured Person or on behalf of an Insured Person to a Registered Medical Practitioner, Chinese Bonesetter or Acupuncturist, physician, surgeon, nurse, 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. For reimbursement related to medical expenses paid to Bonesetter or Acupuncturist and/or for dental treatment, it is subject to HK\$200 per visit per day. For reimbursement under this benefit, it is subject to a deductible HK\$500 per accident. 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.

The reimbursement of medical expenses shall not be payable for more than one Injury occurring during the Insured Journey. Should more than one Injury occur during the Insured Journey, we shall only be liable for the event with the higher medical expenses not exceeding the amount of benefits stated in the Schedule of Benefits.

#### **C) COVER FOR PERSONAL ITEMS**

The Company will, subject to the Terms of this Policy, pay for accidental physical damage or loss of personal items (other than Money) and the replacement cost of personal travel documents being owned by and carried by the Insured Person during the Insured Journey up to the amount of benefit stated in the Schedule of Benefits. The company will only cover the personal travel documents that are necessary for immigration clearance at the end of the Insured Journey (including passport, entry visas, travel license and other travel documents) in the event of Accidental loss during the Insured Journey.

The Company shall not be liable for more than the per item limit as stated in the Schedule of Benefit in respect of any one article, pair or set of articles and subject to deductible HK\$500 per accident.

The Company will not pay for the loss not reported to the local police, public authority, hotel, or public common carrier within 24 hours after the incident and certified with a police report or property irregularity report obtained from the airline or with a letter from the public authority, hotel or public common carrier.

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.

The Company has the option to indemnify the Insured Person by cash payment for the loss or damage or by repair or replacement.

The reimbursement of personal items shall not be payable for more than

one Accident/incident occurring during the Insured Journey. Should more than one Accident/ incident occur during the Insured Journey, we shall only be liable for the Accident/ incident with the higher lost of personal items not exceeding the amount of benefits stated in the Schedule of Benefits.

#### **EXCLUSIONS**

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

1. damage or loss of foodstuffs, pet or animal, business goods or sample, household furniture, antiques, artificial teeth or limbs, money, securities, tickets or documents;
2. damage or loss of contact lens, denture or prosthesis;
3. damage or loss of data of any kind;
4. damage or loss of hired or leased equipment or property;
5. damage or loss of sport equipment whilst in use;
6. damage or 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;
7. any unexplained loss or mysterious disappearance;
8. loss or damage arising from or due to
  - i. wear and tear, depreciation, scratching, marring, denting, gradual deterioration, corrosion, oxidation, rust, atmospheric condition, action of light, process of heating, drying, cleaning or dyeing;
  - ii. insect, vermin, rot, mildew or fungus;
  - iii. alteration, repair or maintenance;
  - iv. breakdown or misuse;
  - v. faulty material, workmanship or design;
9. damage or loss arising from or due to confiscation, detention or destruction by customs, other authorities or government officials;
10. damage or loss more specifically insured by any other insurance policies or otherwise reimbursed by any relevant parties;
11. money, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts, medals and the like;
12. fine or penalties incurred due to non-replacement or late replacement of travel documents;
13. replacement of the travel documents by the Insured Person; or
14. loss not reported to the local police, public authority, hotel or Public Common Carrier within 24 hours after the incident and certified with a police report or property irregularity report obtained from the airline or with a letter from the public authority, hotel or Public Common Carrier.

#### **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. flying or taking part in any other aerial activities;
6. suicide, attempted suicide or intentional self-inflicted injury while sane or insane;
7. childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
8. 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;
9. 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;
10. the influence of alcohol or any non-prescribed drug;
11. any Pre-existing Condition;
12. cosmetic, plastic or any elective surgery, congenital disease or anomalies;
13. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
14. any kind of disease; or any loss caused by an Injury which is a consequence of any kind of disease;
15. engaging in a sport in a professional capacity or where You would or



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- could earn income or remuneration from engaging in such sport, racing of any kind (except on foot) or mountaineering and competition;
16. testing of any kind of conveyance; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
  17. fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident;
  18. 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
  19. 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

Step 1 - Notify Us of any occurrence, incident or accident likely to give rise to a claim as soon as possible, but in any case, within 30 days after the event.

Step 2 - Fill in a Claim Form if required and supply the following documents as appropriate.

#### For Benefit A – Accidental Death and Permanent Disablement

- In case of accidental death:
  - Death certificate
  - Coroner's report
- In case of permanent disability:
  - Certificate issued by the Registered Medical Practitioner certifying the severity of disability.
  - Copy of medical examination report such as X-ray, MRI scan and any other relevant reports if medical examination is received.

#### For Benefit B - Accidental Medical Expenses

- Documents stating the diagnosis and treatments, including the Insured Person's name and date of diagnosis, certified by the Registered Medical Practitioner, Chinese Bonesetter or Acupuncturist
- Copy of medical examination report such as X-ray, MRI scan and any other relevant reports if medical examination is received
- Receipts with listed items issued by a clinic or a hospital

#### For Benefit C – Cover for Personal Items

- Copy of the statement to police or local authority
- Copy of notification to the public common carrier and its written official acknowledgment (and/or Property Irregularity Report/Form) stating the details of loss or damage occurring during transit
- Copy of notification to the issuing authority in case of loss of traveler's cheque
- Receipts including date of purchase, price, model and type of items lost or damaged

#### 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

No age limit. In respect of an Insured Person who is aged under 18 or aged at 80 or above at the time of issue of this policy, the limits of Benefit A and B stated in the Schedule of Benefits will be reduced by 50%.

##### 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:
  - i. when premium is not paid when due; or
  - ii. 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.

- 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. However immediate notice must be given to the Company in the event of Accidental Death.

#### 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. In the event of the death of the Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense.

#### 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 Company shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy at the Company's expense in case of death where it is not forbidden by law. 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, except for the indemnity in respect of Permanent Total Disablement or for periodic payment. No indemnity shall be paid in respect of any claim until the total amount payable under this Policy in respect of the Injury giving rise to the claim shall have been ascertained and agreed.

#### 12. TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of the Insured Person's life is payable to Insured Person's estate. All other 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.



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#### **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 <Excluded 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 <Excluded Countries/Territories> or resulting from activities that involve or benefit the government of <Excluded Countries/Territories> or where the payment of such indemnity by the Insurer will benefit the government of <Excluded 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 <Excluded Countries/Territories>, Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of <Excluded Countries/Territories>, persons or entities resident in <Excluded Countries/Territories>.

For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that <Excluded 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.



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### 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:
- administering your insurance application, arranging and executing insurance contracts and / or related products and services, and managing your account with the **Company**;
  - processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and / or settlement of claims under insurance policies issued and / or arranged by the **Company**;
  - exercising rights of subrogation (if applicable);
  - collection of amounts outstanding (if any) from customers;
  - arranging coinsurance and / or reinsurance in respect of the insurance policies issued and / or arranged by the **Company**;
  - communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - providing customer services (including, but not limited to, processing enquiries and complaints) and other related activities;
  - conducting data matching procedures;
  - designing insurance and / or related products and services for customers' use;
  - marketing insurance and / or other related products and services of the **Company** and / or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company's parent company) (hereinafter referred to as the **Group Entities**");
  - statistical or actuarial research of the **Company**, its **Group Entities**, insurance industry associations or federations, government departments, regulatory or other recognized bodies;
  - 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
  - fulfilling any other purposes directly relating to (i) to (xii) 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:
- intermediaries, claims service provider, coinsurers, reinsurers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, 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;
  - relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - overseas locations or branches, as appropriate, of the **Company** and / or its **Group Entities**;
  - persons to whom the **Company** and / or its **Group Entities** are under an obligation to make disclosure under the requirements of as mentioned in (c) (xii);
  - any court, government departments, regulatory or other recognized bodies (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the **Company** and / or its **Group Entities**;
  - lawful successors or assigns of the **Company**; and
- 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 (Cap 486)*:
- any individual has the right to:
    - check whether the **Company** holds **Personal Data** about him / her and, if so, obtain a copy of such data;
    - require the **Company** to correct any **Personal Data** relating to him / her that is inaccurate; and
    - ascertain the **Company's** policies and practices in relation to **Personal Data** and to be informed of the kind of **Personal Data** held by the **Company**; and
  - 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 **Personal Data** and / or correction of **Personal Data** and / or for information regarding policies and practices and kinds of **Personal Data** held are to be addressed as follows:
- Personal Data Protection Officer,  
Generali Life (Hong Kong) Limited / Assicurazioni Generali  
S.p.A. Hong Kong Branch (where applicable),  
21/F, 1111 King's Road, Taikoo Shing, Hong Kong.*
- Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.