

## Spend for Daily Protection (Personal Accident Insurance Policy)

This is your Personal Accident Insurance Policy ("the Policy"). Please examine it together with the Schedule, to make sure that You are fully aware of the protection You can enjoy.

It is important that the Policy, the Schedule and any endorsements are read together to avoid any misunderstandings.

### How Your Insurance Operates

This Policy is a contract between the Policyholder and Us. The proposal, declaration and information given in writing or via the internet shall form the basis of this contract.

In consideration of the Policyholder paying to Us the required Premium, We agree to pay You the benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the benefits to the Beneficiary of the Insured Person.

### Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so please contact Us (preferably in writing).

### Definition of Words

Certain words have been defined below. They have the same meaning wherever they are used in the Policy.

**"Bodily Injury"** means:-

bodily injury caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

**"Hong Kong"** means:-

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

**"Period of Insurance"** means:-

the period specified in the Schedule for which We have agreed to accept and the Policyholder has paid or agreed to pay the appropriate premium.

**"Registered Medical Practitioner"** means:-

a person other than You or your family members, who is a practitioner of western medicine duly qualified and legally registered as such under the laws of the Hong Kong or the country in which the claim arises and where the treatment takes place.

**"Schedule"** means:-

the document specifying details of the Policyholder and the insurance provided. The Schedule forms part of the Policy.

**"We / Us / the Company"** means:-

MSIG Insurance (Hong Kong) Limited.  
(with "our" being the possessive noun for We as defined)

**"You / the Insured Person"** means:-

each of the persons named or specified in the Schedule or selected and declared by the Policyholder to Us, for whom this insurance has been arranged.  
(with "your" being the possessive noun for You as defined)

### SUMMARY OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of each Insured Person for the Insured Period under the Period of Insurance is shown under the following table of Benefits, subject to the terms, exceptions and conditions of the Policy:

Section 1 – Personal Accident		HK\$
1	Death	200,000
2	Permanent Disablement	200,000

### SECTION 1 – PERSONAL ACCIDENT

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay benefits as outlined below:

- |   |  |
|---|--|
| <b>1. DEATH</b>                                       | 100% of the amount stated in the Summary of Benefits       |
| <b>2. PERMANENT DISABLEMENT</b><br>as specified below | Percentage of the amount stated in the Summary of Benefits |

## PERCENTAGE

1.	Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
2.	Total and permanent loss of all sight in one or both eyes	100%
3.	Total loss by physical severance or total and permanent loss of use of: a) one or two limbs b) one or two hands c) arm above the elbow d) arm at or below the elbow e) leg above the knee f) leg at or below the knee	100%
4.	Permanent and incurable insanity	100%
5.	Permanent total paralysis of all limbs	100%
6.	Total loss by physical severance or total and permanent loss of use of: a) thumb and four fingers of one hand b) four fingers of one hand c) thumb (two phalanges) d) thumb (one phalanx) e) index finger (three phalanges) f) index finger (two phalanges) g) index finger (one phalanx) h) each other finger (three phalanges) i) each other finger (two phalanges) j) each other finger (one phalanx) k) all toes of one foot l) great toe (two phalanges) m) great toe (one phalanx) n) any other toe	70% 45% 25% 10% 15% 8% 4% 10% 4% 2% 17% 5% 2% 3%
7.	Total and permanent loss of: a) hearing in two ears b) hearing in one ear c) speech	75% 25% 60%

8. Any permanent partial disablement not specified above other than loss of sense of taste or smell:  
- such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

## Compensation limits in respect of any one Insured Person

### 1. Death Benefit shall not be payable:

- unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
- in addition to Permanent Disablement Benefit if caused by the same Bodily Injury, except that if a payment has been made under any part of Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then We shall pay any difference if the Benefit payable for death is greater than that already paid for permanent disablement.

### 2. Permanent Disablement Benefit shall not be payable:

- unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,
- for any specific part of Permanent Disablement where greater benefit amount is payable for another part of the permanent disablement includes that specific part,
- for more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.

No benefit stated in the Summary of Benefits shall be payable until the total amount of the Benefit shall have been ascertained and agreed unless otherwise agreed by the Company.

## General Exceptions

The insurance by this Policy excludes bodily injury, death, disability, loss, damage, destruction, liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
  - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - any chemical, biological, bio-chemical, or electromagnetic weapon.
- War and Terrorism Exclusion
  - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - any act of terrorism including but not limited to
    - the use or threat of force, violence and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear.
  - any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.
- Political Risks Exclusion
  - permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
  - permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,  
provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.
  - the destruction of property by order of any public authority.
- Property Cyber and Data Exclusion
  - Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
    - Cyber Loss;
    - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
  - In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Definitions

4. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
  5. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
  6. **Cyber Incident** means:
    - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
    - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
  7. **Computer System** means:
    - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
  8. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
5. **COVID-19/ Pandemics Exclusion**  
Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :
- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
  - (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.
6. **Cyber Primary Exclusion**
- a. **DAMAGE:** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of You or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking;
  - b. **CONSEQUENTIAL LOSS:** directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking;
- but this exclusion shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

## DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

## Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

## Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

7. circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance.
8. air travel other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service.
9. engaging in air crew.
10. engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country.
11. engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
12. engaging in or practising parachuting or any sporting activities in connection with an aircraft.
13. engaging in or practising hang gliding.
14. engaging in or practising any kind of race (other than on foot or swimming) or trial of speed or reliability or endurance.
15. engaging in or practising potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
16. engaging in trekking or hiking at an altitude of over 5,000 meters above sea-level, or scuba diving to a depth greater than 30 meters below sea-level.
17. suicide, intentional self-inflicted injury or wilful exposure to peril (other than in an attempt to save human life).
18. pregnancy, childbirth, pre-existing physical or mental defect or infirmity, mental disorder of any kind, psychosis, stress or depression or acute mountain sickness.
19. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused.
20. any kind of sickness or disease; or any loss caused by Bodily Injury which is a consequence of any kind of disease;
21. the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
22. the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or the effects of solvent abuse.
23. fighting (except in bona fide self defence), provoked assault, resistance to arrest.
24. illegal or unlawful acts of You or any person acting on behalf of You.
25. any expenses related to cosmetic surgery unless it is specifically provided, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis.
26. any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches.
27. the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth;
28. dentures, crowns or bridges.

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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 Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

If We allege that by reason of these General Exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You / Insured Person.

## General Conditions

The conditions which appear in the Policy or in any endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right of any Insured Person to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Policy, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.
3. **Age Limit Warranty.** It is warranted that the Insured Person(s) is(are) between eighteen (18) and seventy (70) years of age (both inclusive). The Policy may be renewed from year to year by mutual agreement between the Policyholder and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the age of seventy-one (71). Thereafter We may accept further renewal of the Policy at our own discretion.
4. **Termination of Insurance**
  - a) This Policy shall terminate on the earliest of the following:-
    - i) When any or any part of the premium pertaining to this Policy is not paid when due.
    - ii) On the next premium due date when You attain the age of seventy-one (71) years.
  - b) The insurance under this Policy in respect of any Insured Person shall terminate on the earliest of the following:-
    - i) when he/she attains the age of seventy-one (71) years.
    - ii) When he/she dies.
5. An Insured Person should not be covered under more than one Personal Accident Insurance Policy issued by Us. In the event that an Insured Person is covered under more than one such Policy, We will consider that such Insured Person to be covered only under the Policy, which provides the greatest amount of the Benefit. The Company shall only return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.
6. The terms, exceptions and conditions of the Policy so far as applicable and with any necessary modifications shall apply to the Insured Person's legal representative.
7. **Arbitration.** If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes

be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. **Governing Law.** The Policy is subject to the exclusive jurisdiction of the Hong Kong and is to be construed according to the laws of the Hong Kong.
9. **Subrogation.** We shall be entitled to take over and conduct the defence or settlement of any third party claim at our discretion. We shall also be entitled to use your name to enforce recovery against anyone else whether before or after payment of the claim.
10. **Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance.** Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## Claims Conditions

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, in so far as they apply, by the Insured Person or any other claimant.

1. You or anyone acting on your behalf must report in writing to Us within thirty (30) days with full details of any Bodily Injury which may result in a claim under this Policy.
2. You shall employ the services of a Registered Medical Practitioner and shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required by Us.
4. You may have to undergo further medical examination required by Us at our expense.
5. In the event of death of the Insured Person We shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under the Policy.