

WeCare Personal Accident Protection Plan 1

Policy Provisions

1. Key Terms of Your Policy

1.1 The Contract

The Policy Provisions together with the Application, and other Information received by Us from You (including the Life Assured), as well as any Notice and answers received by Us as evidence of insurability, comprises the entire legal contract between You and Us in relation to the Policy.

1.2 Ownership

While the Policy is in force and the Life Assured is alive, You are entitled to exercise the rights and options under the Policy.

1.3 Beneficiary

The beneficiary is entitled to the Compassionate Death Benefit, Accidental Death Benefit and Double Indemnity Benefit under the Policy. You may nominate a beneficiary by submitting a Notice to Us.

If more than one beneficiary is nominated and surviving upon the death of the Life Assured, then each surviving beneficiary is entitled to receive the Compassionate Death Benefit, Accidental Death Benefit and Double Indemnity Benefit, paid in equal shares (or in unequal shares if so specified).

If no beneficiary has been nominated before, or none are still alive at the time of the Life Assured's death, the death benefit is payable to the Policyholder.

1.4 Cooling-off Period

You may cancel the Policy with a full refund of the premium and levy You have paid by sending a Notice to Us for cancellation within 21 days, after We send You the Policy or issue to You a Notice (informing You about the availability of the Policy and the expiry date of the cooling-off period), whichever is the earlier. The length of the cooling-off period can be changed by the Hong Kong Federation of Insurers.

2. What are You Covered for

2.1 Compassionate Death Benefit

In the event that the Life Assured dies, a Compassionate Death Benefit equal to one hundred and five percent (105%) of Total Premiums Paid for the current Policy Benefit Term, less any indebtedness, will be paid to Your beneficiary under Clause 1.3.

2.2 Accidental Death Benefit

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In the event that the Life Assured sustains an Injury and results in the death of the Life Assured within one hundred eighty (180) days from the date of the Accident, an Accidental Death Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to Your beneficiary together with Compassionate Death Benefit pursuant to Clause 2.1.

When Accidental Death Benefit is payable, no further benefit under Clauses 2.3 to 2.6 shall be payable.

2.3 Accidental Dismemberment Benefit

In the event that the Life Assured sustains an Injury and results in the loss or the loss of use of a particular part of the body as listed below within one hundred eighty (180) days from the date of Accident, an Accident Dismemberment Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to You.

Total and irrecoverable loss of or loss of use of

- a) two limbs, at or above wrist or ankle joints; or
- b) sight in both eyes; or
- c) sight in one eye and one limb at or above wrist or ankle joints.

Loss of use means complete and permanent total functional disablement or actual severance.

When Accidental Dismemberment Benefit is payable, no further benefit under Clauses 2.1 to 2.2 and 2.4 to 2.6 shall be payable.

2.4 Total Permanent Disability Benefit

In the event that the Life Assured sustains an Injury and results in a Total Permanent Disability within one hundred eighty (180) days from the date of Accident, a Total Permanent Disability Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to You.

When Total Permanent Disability Benefit is payable, no further benefit under Clauses 2.1 to 2.3 and 2.5 to 2.6 shall be payable.

2.5 Serious Skin Burn Benefit

In the event that the Life Assured sustains an Injury and results in third degree burns on equal to or greater than twenty percent (20%) of total body surface area, a Serious Skin Burn Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to You.

When Serious Skin Burn Benefit is payable, no further benefit under Clauses 2.1 to 2.4 and 2.6 shall be payable.

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2.6 Double Indemnity Benefit

In the event that the Life Assured sustains an Injury in any of the following circumstances which results in the death of the Life Assured within one hundred eighty (180) days of the Accident, a Double Indemnity Benefit equal to two hundred percent (200%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to Your beneficiary together with Compassionate Death Benefit pursuant to Clause 2.1 above.

- a) The Life Assured is travelling in a Public Common Carrier as a fare paying passenger; or
- b) The Life Assured is travelling for an overseas trip and the Accident happens within 30 days from the date of his departure from Hong Kong; or
- c) Both Life Assured and Spouse die in the same Accident.

When Double Indemnity Benefit is payable, no further benefit under Clauses 2.2 to 2.5 shall be payable.

2.7 Infectious Disease Benefit

In the event that the Life Assured is diagnosed with an infectious disease as listed below thirty days (30) after the following date and the diagnosis is supported by medical evidence:

- a) the Policy Issue Date; or
- b) the reinstatement date for the Policy, whichever is the later,

An Infectious Disease Benefit equal to two percent (2%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to You.

Infectious diseases:

- a) Dengue fever;
- b) Avian influenza;
- c) Mumps;
- d) Rubella;
- e) Measles;
- f) Malaria;
- g) Yellow fever;
- h) Plague;
- i) Melioidosis;
- j) Rabies;
- k) Chikungunya;
- l) Nipah Viral Encephalitis;
- m) Japanese Viral Encephalitis;

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- n) Mad Cow Disease; or
- o) Zika.

We shall only pay Infectious Disease Benefit once in each Policy Year.

If there is an increase of Sum Assured under Clause 7.2(a) and the diagnosis of the covered infectious disease is within thirty (30) days from effective date of increase of Sum Assured, the Infectious Disease Benefit shall be limited to two percent (2%) of Sum Assured in the last Policy Benefit Term.

3. What is Not Covered

3.1 Exclusions

No benefit (except Compassionate Death Benefit) shall be payable if the claim is wholly or partly caused by or arising from or contributed by any of the following:

- a) Aviation or aerial activities including as a pilot or aircrew member except air travel as a fare paying passenger in a property licensed, fixed wing multi-engine aircraft constructed to carry passengers and operated by a licensed regular scheduled commercial air carrier;
- b) Cosmetic surgery;
- c) Intentionally self-inflicted Injury or suicide or suicide attempt whilst sane or insane;
- d) The act of any Life Assured contrary to the law of the country or territory in which the act is committed;
- e) While or because the Life Assured is under the influence of alcohol, narcotic, drug, medicine, except as prescribed by a Registered Medical Practitioner.
- f) War (whether it is declared or not), invasion, act of foreign enemies, hostilities, strike, riot and / or civil commotion, civil war, rebellion, revolution, insurrection, terrorist acts, military or usurped power;
- g) Any Pre-existing condition(s);
- h) The Life Assured's participation in, practice or training for any sport as a professional or semi-professional sports person.

4. How to Claim

4.1 Claims Settlement

You or Your beneficiary (referred to as the claimant) must submit a claim and proof of claim to Us as soon as reasonably possible after the claim event and/or the death of the Life Assured. Proof of claim must be submitted to Us within ninety (90) days from the date of the claim event under this Policy.

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All medical reports, medical evidences and/or report of diagnosis submitted to us must be issued by a Registered Medical Practitioner and are obtained at the claimant's expense.

4.2 Claims Payment

The benefit under the Policy shall be payable to Policyholder or the nominated beneficiary (as the case may be). Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment. We will not pay any interest pending payment of any benefits under the Policy.

5. What about Premiums

5.1 Premium Payment

Your Policy will be valid as long as We accept the premiums paid by You.

Any due and paid premiums after the claim event except for claim under Infectious Disease Benefit will be refunded to the Policyholder.

5.2 Grace Period

Premiums must be received by Us within thirty (30) days of the premium due date ("Grace Period") except for the first premium. If We do not receive the premium during the Grace Period, We have the right to terminate Your Policy immediately. If a claim is made during the Grace Period, any overdue premium will be deducted from the benefit payable.

5.3 Renewal

At the end of the Policy Benefit Term, before the Life Assured's 75th birthday, the Policy will automatically be renewed for a new Policy Benefit Term with the Premium Payment Term remaining unchanged upon Our receipt of premium due for the new Policy Benefit Term, subject to Clause 6.2. The premium may be adjusted at a rate determined by Us at the time of Policy renewal.

5.4 Levy

You grant consent to Us with collecting levy as well as agree to indemnify Us and keep Us indemnified against the liability arising from the collection of levy on the inception date pursuant to the applicable laws and regulations governing Your Policy.

6. How will Your Policy End

6.1 Termination

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The Policy may be automatically terminated if any one of the following events occurs:

- a) The death of the Life Assured;
- b) We accept your request by a Notice to terminate the Policy
- c) You fail to pay premium to Us causing the Policy to be terminated;
- d) Any one of the Benefits is paid or payable, except Infectious Disease Benefit;
- e) Your Policy is terminated by Us;
- f) On the Policy Anniversary at which the Life Assured attains 75th birthday;
- g) We learn about your occupation change and the new occupation of the Life Assured or the Life Assured engages in additional occupation is classified by Us as not insurable;
- h) We learn about the Life Assured changes to his or her permanent residence or remains for a period of one hundred eighty (180) consecutive days or more outside Hong Kong;
- i) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from Policy Issue Date or during the Extended Period, perform any of Your Obligations under the Policy or Your action(s) (including omission) result(s) in the failure to meet any laws and regulations applicable to Us. However, in the event of the Policyholder's death or Injury before completing the Customer Due Diligence exercise within thirty (30) working days (or during the Extended Period), we will accept the related claim subject to Clause 2.1 to 2.6.

If the Life Assured is diagnosed with infectious disease within the waiting period of thirty (30) days from the Policy Issue Date and before the end of the Extended Period, we will not accept Infectious Disease Benefit claim.

Where the Life Assured is diagnosed with infectious disease after the waiting period of thirty (30) days from the Policy Issue Date but within the Extended Period, we will accept Infectious Disease Benefit claim subject to Clause 2.7.

We will not accept any claims arising after the effective date of termination.

6.2 Discontinuance

We have the right to cancel this Policy by giving You no less than thirty (30) days prior notice. If We cancel the Policy, We shall refund the unearned portion of the premium of this Policy to You.

7. What Can You Do to Your Policy

7.1 Changing the Beneficiary

While the Policy is in force and the Life Assured is alive, You may change the beneficiary by giving Us a Notice. A change of beneficiary shall be effective only if recorded by Us.

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7.2 Option to Change Sum Assured

a) Increase of Sum Assured

While the Policy is in force and during the lifetime of the Life Assured, the Sum Assured can be increased at Policy renewal, all increases will be subject to underwriting and must meet policy issue requirements.

b) Decrease of Sum Assured

While the Policy is in force and during the lifetime of the Life Assured, the Sum Assured may be decreased at the next premium due date upon request subject to the condition that the new Sum Assured meets the minimum Sum Assured requirements.

The changes take effect on the effective date as specified in the Endorsement and the premiums will be adjusted according to the new Sum Assured.

7.3 Reinstatement

If the Policy is terminated under Clause 5.2, You can request (subject to our final decision) to reinstate the Policy within twenty four (24) months from the date of termination subject to the following conditions:-

- a) You submit a Notice by completing an application for reinstatement;
- b) The Life Assured does not exceed the maximum issue Age set by Us at the time of application for reinstatement;
- c) You submit valid evidence of insurability requested by Us at Your own expense; and
- d) You pay all overdue and unpaid premiums plus interest.

No benefit will be paid, payable or accrued between the date of termination under Clause 5.2 and the reinstatement date chosen by Us.

8. Other Terms You Should Know

8.1 Amendments

We reserve the right to amend the Policy Provisions and the Policy Schedule at any time in accordance with the relevant Hong Kong laws, regulatory policies or other statutory requirements, with immediate effect or at a later date by sending You a Notice, Policy Schedule and/or an Endorsement signed by Our authorized officers.

If there is incorrect or incomplete Information in the Application or in any statement, representation or document given to Us including any subsequent application requested by you, which We consider as material to Our decision to issue the Policy, or approve Your subsequent request, then We have the sole right to reject, amend or adjust the Policy including any benefit according to the full and correct Information.

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8.2 Currency of Payment

All money paid by Us or to Us must be in the currency as stated in the Policy Schedule.

8.3 Exclusion of Third Parties Rights

No one except You and Us shall have legal rights under the Contracts (Rights of Third Parties) Ordinances (Cap. 623 of the laws of Hong Kong) to enforce any terms of the Policy.

8.4 Law and Jurisdiction

The Policy is governed by and interpreted according to the laws of Hong Kong and the Hong Kong courts shall have the right to determine any issue, claim or dispute relating to the Policy.

8.5 Change of Occupation

When there is a change of the job duties, status or occupation of the Life Assured or the Life Assured engages in additional occupation while the Policy is in force, You must inform Us by Notice within thirty (30) working days from the date of change.

If You inform Us of the aforesaid change and the occupation is classified by Us as insurable, We shall adjust the premiums and/or change the terms and conditions of this Policy if applicable.

If You inform Us of the aforesaid change and the occupation is classified by Us as not insurable, We shall terminate the Policy and refund the unearned portion of the premium of this Policy.

In the case of any change in occupation after policy issuance without Notice to Us, and the occupation is classified as insurable by Us at the time of Accident, We shall adjust the premiums if applicable and such premium adjustment will be reflected in any claims payable.

In the case of any change in occupation after policy issuance without Notice to Us, and the occupation is classified as not insurable by Us at the time of Accident, We shall not be liable for any claims (except Compassionate Death Benefit) arising from Injury directly or indirectly related to such occupation which the Life Assured is performing at the time of Accident. If this occurs, the Policy shall be terminated and the unearned portion of the premium of this Policy will be refunded where no benefit is payable under this Policy. For the avoidance of doubt, even if such Injury incurs when the Life Assured is working beyond regular hours, is not receiving any wages, or is performing an ad-hoc duty for the uninsurable occupation, it will be considered as being related to such uninsurable occupation.

8.6 Change of Residence

If the Life Assured permanently changes his or her residence to or remains for a period of one hundred eighty (180) consecutive days or more outside Hong Kong while the Policy is in force, You must inform Us of such change by Notice

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within thirty (30) working days from the date of such change. We shall terminate this Policy and refund the unearned portion of the premium.

In case of any permanent change with residence or remaining for a period of one hundred eighty (180) consecutive days or more outside Hong Kong after policy issuance without Notice to Us, then We shall not be liable for any claims. If this occurs, We shall terminate this Policy and refund the unearned portion of the premium.

9. What Words and Phrases Mean

9.1 Interpretation

- The singular includes the plural, the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.
- Capitalisation and lower case wordings have the same meaning, unless otherwise stated.
- Where the words "include(s)" or "including" are used in the Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in the Policy, then it is deemed excluded until accepted by a Notice from Us.
- References made to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Policy Provisions and references in the Policy to a schedule are to a schedule in this Policy.
- Where any provision of the Policy is inconsistent with Hong Kong law, the provisions of the Policy shall be valid to the extent allowed by such Hong Kong law.

9.2 Definitions

Word(s)	Meaning
Accident	An event caused solely and independently of all other causes, and directly by violent, unexpected, external and visible means.
Age	The Life Assured's age last birthday.
Application	The method of purchasing the Policy from Us including any statement, representation or document in electronic form or otherwise delivered to Us which contains Information we rely on when issuing the Policy.
Customer Due Diligence	means any exercise which we are required to perform to fulfil our regulatory duty including but not limited to Anti-Money Laundering,

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	Counter-Terrorist Financing and other tax and financial reporting obligations.
Endorsement	A Notice to record and confirm the amendments made by Us to the terms of the Policy.
Extended Period	means up to a maximum of one hundred and twenty (120) working days from the Policy Issue Date subject to the Company's discretion granted on a case-by-case basis.
Information	Any personal information or policy information requested by Us.
Injury	Bodily injury to the Life Assured caused by an Accident solely and independently of any other cause.
Life Assured	A person whose life is insured under the Policy.
Notice	A notification which is entered or is given by You, by Us or by any third party pursuant to the Policy. It includes any mode of representing or reproducing words, figures or symbols in visible form.
Pre-existing Condition	means any condition or Injury which existed or was existing, or the cause or the signs or symptoms of which the Life Assured has suffered or was suffering from, prior to <ol style="list-style-type: none">the Policy Issue Date; orthe date of last reinstatement of the Policy; orthe date of increase of the Sum Assured, whichever is the latest.
Policy	These Policy Provisions, the Policy Schedule, any other schedules or appendices attached to these Policy Provisions by Us, any additional provisions issued by Us and stated to form part of the Policy, the Application, any Endorsement issued by Us.
Policyholder	The owner of the Policy is, as stated in the Policy Schedule, an individual or an entity who is not a natural person, his or its representatives or assignees (including trustees where the Policy is subject to a trust), who is entitled to exercise the rights and options under the Policy.
Policy Anniversary	The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.

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Where any date referred to herein falls on the 29th day of February, the equivalent date for a non-leap year shall be the 28th day of February.

Policy Effective Date	The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.
Policy Schedule	The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.
Policy Year	The period from the Policy Anniversary to the day before the next Policy Anniversary. (The period from the Policy Effective Date to the day before first Policy Anniversary is the first Policy Year).
Public Common Carrier	Means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.
Registered Medical Practitioner	A doctor with a recognised degree in western medicine who is duly registered and authorised to practice in the relevant jurisdiction.
Spouse	A person lawfully married to the Life Assured under the Marriage Ordinance (Cap. 181).
Third Degree Burns	The damage or destruction of the skin to its full depth and damage to the tissues beneath.
Total Premiums Paid	The total sum of each premium already due and paid for the benefits in contract currency.
Total Permanent Disability	Means any Injuries that persists continuously for an uninterrupted period of at least one hundred eighty (180) days from date of diagnosis while the Policy is in force and completely prevents the Life Assured from <ol style="list-style-type: none">ever performing any gainful occupation; orperforming at least 3 of the following daily activities, without assistance:<ol style="list-style-type: none">Transfer – getting in and out of a chair without help; orMobility – the ability to move from room to room without help; orToileting – the ability to voluntarily control bowel and bladder function; orDressing – putting on and taking off all necessary items of clothing without needing help; or

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- v. Bathing and washing – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or
- vi. Eating – all tasks of getting food into the body once it has been prepared.

The disability must be certified by a Registered Medical Practitioner as being beyond hope of improvement or recover.

We, Us, Our, the Company

Aviva Life Insurance Company Limited trading as Blue.

You, Your

Policyholder.

Your Obligations

means any contractual responsibility or requirement you are required to meet under the Policy including but not limited to payment of premium and completing verification process as well as providing any other Information upon Our request.

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