

WeCare Accidental Emergency Cash Protector

Policy Provisions

1. Key Terms of Your Policy

1.1 The Contract

The Policy Provisions together with the Application (including but not limited to (i) the Policy Schedule, (ii) Endorsement, (iii) any Notice and answers received by Us as evidence of insurability and (iv) any other Information received by Us from You or the Life Assured shall comprise the entire legal contract between You and Us in relation to the Policy and supersedes all earlier negotiations, representations, proposals, understandings and agreements, whether written or oral.

1.2 Ownership

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

1.3 Beneficiary

The beneficiary is entitled to the Compassionate Death Benefit specified under Clause 2.1 You may nominate a beneficiary by submitting a Notice following Our prevailing guidelines at the relevant time 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, paid in equal shares (or in unequal shares if so specified by You).

If You have not nominated a beneficiary before, or none of the beneficiary or beneficiaries (as applicable) are alive at the time of the Life Assured's death, the Compassionate Death Benefit shall be payable to You or Your estate (as the case may be).

1.4 Cancellation Rights and Refund of Premium(s) within Cooling-off Period

You have the right to cancel the policy and obtain a refund of any premium(s) and levy paid by giving a cancellation request to Us via Our customer service portal. To exercise this right, the request of cancellation must be submitted by Yourself within the Cooling-off Period. The Cooling-off Period is the period of 21 calendar days immediately following either the day of delivery of the policy or policy issue notification to You (whichever is the earlier). The policy issue notification is a notice that will be sent to You by Us to notify You of the Cooling-off Period around the time the policy is delivered.

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2. What are You Covered for

2.1 Compassionate Death Benefit

In the event that the Life Assured dies (not by suicide under Clause 3.1) while the Policy is in force and We approve the claim after receiving satisfactory proof of claim, 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 You or Your beneficiary under Clause 1.3 (as the case may be). We will not pay any interest pending payment of any Compassionate Death Benefit under the Policy.

2.2 Accidental Emergency Cash Benefit

An Accidental Emergency Cash Benefit will be payable to You if the Life Assured sustains an Injury and receives treatments or services as an outpatient in the accident and emergency department (A&E) of any Public Hospital under the Hospital Authority or any Private Hospital located in Hong Kong within twenty four (24) hours from the date of Accident resulting in such Injury while the Policy is in force. The amount payable under the Accidental Emergency Cash Benefit shall be equal to one hundred percent (100%) of latest Benefit Amount, subject to the Maximum Number of Claims as stated in the Policy Schedule or an Endorsement, less any indebtedness.

For each independent Accident, we will only pay the Accidental Emergency Cash Benefit once in each Policy Year subject to the Maximum Number of Claims as stated in the Policy Schedule or an Endorsement.

3. What is Not Covered

3.1 Suicide

If the Life Assured commits suicide, whether sane or insane in the first Policy Year, Our liability shall be limited to refund of Total Premiums Paid for the first Policy Year less the paid or payable Accidental Emergency Cash Benefit specified under Clause 2.2.

We will not pay any interest pending payment under the Policy.

3.2 Exclusions

We will not pay any benefit (except the Compassionate Death Benefit under Clause 2.1) under the condition resulting directly or indirectly from, or caused or contributed by (in whole or in part), any of the following:

- a) any Pre-Existing Conditions; or
- b) any self-inflicted injury or suicide, whether sane or insane; or
- c) intoxication by alcohol or drugs not prescribed by a Registered Medical Practitioner; or
- d) any criminal act; or
- e) travel in any aircraft, except as a fare paying passenger in a commercial aircraft or aircrew working on an aircraft.

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4. How to Claim

4.1 Claims Settlement

You or Your beneficiary under Clause 1.3 (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 death of the Life Assured. Proof of claim must be submitted to Us within ninety (90) days from the date of occurrence of the claim event under this Policy. We reserve the right to request any other documents and/or examination at the claimant's expense.

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 You or Your beneficiary under Clause 1.3 (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.

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 death of Life Assured will be refunded to You or Your estate (as the case may be).

5.2 Grace Period

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

5.3 Renewal

While the Policy is in force, renewal is guaranteed at the end of the Policy Benefit Term before Life Assured's 80th birthday without further evidence of insurability. The Policy will automatically be renewed upon Our receipt of premium due for the new Policy Benefit Term. The premium will be adjusted on each renewal according to the attained Age of the Life Assured and at a rate determined by Us at the time of such renewal.

The Policy Benefit Term and Premium Payment Term of each renewal will be the same as the periods specified in the Policy Schedule or Endorsement.

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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

Your Policy shall be automatically terminated if any 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) Your Policy is terminated by Us;
- e) On the Policy Anniversary at which the Life Assured attains 80th birthday;
- f) We learn about the Life Assured's 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;
- or
- g) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from the 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 Life Assured's death before completing the Customer Due Diligence exercise within thirty (30) working days or during the Extended Period, we will accept Your claim subject to claim's assessment.

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

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 submitting a Notice following Our prevailing guidelines at the relevant time to Us. A change of beneficiary shall be effective only if recorded by Us.

7.2 Reinstatement

If Your Policy is terminated under Clause 5.2, You can request (subject to Our final decision) to reinstate Your 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;

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- 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;
- d) You pay all overdue and unpaid premium 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.

7.3 Change of Policy Ownership

While Your Policy is in force, You may change the ownership of the Policy to Your designated person by giving Us a Notice following Our prevailing guidelines at the relevant time to Us. The person You designated will take over all the rights and interests of You.

7.4 Option to Change Plan Levels/ Benefit Amount

- a) Increase Benefit Amount

While the Policy is in force and during the lifetime of the Life Assured, the Benefit Amount can be increased according to any plan levels available under the Policy upon request. All increases will be subject to underwriting and must meet policy issue requirements.

- b) Decrease Benefit Amount

While the Policy is in force and during the lifetime of the Life Assured, the Benefit Amount can be decreased to any plan levels available under the Policy upon request.

You may change the Benefit Amount according to the plan levels available under the Policy following Our prevailing guidelines at the relevant time. The changes will take effect on the effective date as specified in the Endorsement and the premiums will be adjusted according to the new Benefit Amount and the attained Age at the time of the change.

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 Foreign Travel and Occupation

Your Policy will be valid wherever You travel or work except when We notify You by a Notice of any restriction to travel or to work outside Hong Kong.

8.3 Currency of Payment

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

8.4 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) to enforce any terms of the Policy.

8.5 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. If We would be exposed to any sanctions by providing any benefit to You, then We reserve the right not to provide cover and we are not liable to pay any claim or provide any benefit under this Policy.

8.6 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.

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 amount of unearned 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 (except for Compassionate Death Benefit).

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.

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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 Your Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in Your 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 Your Policy to a schedule are to a schedule in this Policy.
- Where any provision of Your Policy is inconsistent with Hong Kong law, the provisions of Your Policy shall be valid to the extent allowed by such Hong Kong law.
- If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.

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 Your 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, 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.

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Hospital	<p>An establishment duly constituted and registered as a hospital under the laws of Hong Kong in which the establishment is situated for the care and treatment of sick and injured persons as paying bed patients, and which:</p> <ul style="list-style-type: none">a) has facilities for diagnosis and major surgical operations;b) provides twenty four (24) hours a day nursing services by qualified and registered nurses;c) is under the supervision of one or more Registered Medical Practitioners in regular attendance; andd) is not primarily a clinic; a place for the care of alcoholics or drug addicts; a sanatorium, a nursing, rest or convalescent home; or home for the aged or a hospice; or a natural cure clinic or health resort; or a place for the treatment of mental disorders; or an establishment for similar purposes.
Information	<p>Any information requested by Us for the purpose of processing the policy application and on-going policy servicing.</p>
Injury	<p>means that:</p> <ul style="list-style-type: none">a) results solely and directly from an Accident and occurs independently of any other cause including sickness or disease, or medical or surgical treatment; andb) is evidenced by a visible contusion or other wound on the exterior of the body.
Life Assured	<p>A person whose life is insured under the Policy, as stated in the Policy Schedule.</p>
Notice	<p>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.</p>
Registered Medical Practitioner	<p>Any person other than the Policy Owner, the Insured, business partner(s) of the Insured, employee/employer of the Insured or a member of the Insured's immediate family (unless approved in advance by the Company in writing) who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise legally authorized and entitled to practice western medicine in any country in accordance with the laws of that country, and who is acceptable to the Company.</p>

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Policy	These Policy Provisions, Your 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 Your Policy, the Application, any Endorsement issued by Us.
Policyholder	The owner of the Policy is, as stated in the Policy Schedule, an individual who is entitled to exercise the rights and options under the Policy.
Policy Anniversary	<p>The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.</p> <p>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.</p>
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 Provision	means WeCare Accidental Emergency Cash Protector Policy Provisions.
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 Policy Effective Date to the date before the first Policy Anniversary is the first Policy Year).
Pre-Existing Conditions	<p>Any condition, disability, illness or Injury:</p> <ul style="list-style-type: none">a) which existed or continued to exist; orb) for which the Life Assured experienced symptoms or signs (even if the Life Assured has not consulted a Registered Medical Practitioner); orc) for which the Life Assured had received or continued to receive treatment, medication or any investigation; ord) where diagnostic tests showed the pathological existence; <p>prior to the Policy Issue Date, the date of last reinstatement of this Policy or the date of increase of the Benefit Amount, whichever is later.</p>

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Private Hospital	Private hospitals are registered under the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Cap. 165).
Public Hospital	Public hospitals are hospitals run by the Hong Kong Hospital Authority (Cap. 113A).
Total Premiums Paid	The total sum of each premium already due and paid for the benefits in Contract Currency.
We, Us, Our, the Company	Blue Insurance Limited.
You, Your, Yourself	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.