



21/F, Cityplaza One  
1111 King's Road,  
Taikoo Shing, Hong Kong  
T +852 2521 0707  
F +852 2521 8018  
info@general.com.hk  
general.com.hk



## ZA Bill Insurance

### INSURANCE POLICY

(This Policy is issued by Assicurazioni Generali S.p.A. (Hong Kong Branch), an authorized insurer in Hong Kong, and arranged by ZA International Insurance Broker Limited.)

**Please read this insurance carefully and ensure that it meets your requirements.**

**If you find anything missing or have any queries, please do not hesitate to contact your insurance adviser or our COMPANY.**

The ZA Bill Insurance is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the COMPANY") and the INSURED named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

The COMPANY will, in consideration of the payment of premium and subject to the terms, the exclusions and the conditions of this Policy (hereinafter referred to as "the Terms of this Policy"), indemnify the INSURED named in the Schedule in respect of the events (as specified herein) occurring during the Period of Insurance.

All periods of insurance shall begin at 12:00a.m., standard time, at the place where the Policy was issued and end in accordance with "General Conditions", Clause 3 - Termination of Coverage of this Policy.

## Definitions

**"Accident"** means sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.

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

**"Confinement"** means an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition. Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

**"Day of Confinement"** means the number of days the Insured Person being charged for the room during hospitalization.

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

1. holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
2. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
3. provides 24-hour a day nursing service by registered or graduated nurses;
4. has a staff of one (1) or more licensed Registered Medical Practitioner(s) available at all times;
5. provides organized facilities for diagnosis and major surgical facilities; and
6. is not primarily a clinic, nursing, rest or convalescent home or similar establishment for only extended care services, including rehabilitation 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, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

**"Injury"** means bodily damage (with or without a visible wound) solely caused by an Accident independently of any other causes within 90 days following the Accident.

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

**"Medical Services"** means Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of an Injury, including any and all complications arising therefrom.

**"Medically Necessary"** means shall mean the need to have medical service for the purpose of investigating or treating the relevant Injury in accordance with the generally accepted standards of medical practice and such medical service must –

- (a) require the expertise of, or be referred by, a Registered Medical Practitioner;
- (b) be consistent with the diagnosis and necessary for the investigation and treatment of the Injury;
- (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;
- (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of this Policy, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to -

- (i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
- (iv) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the

- Insured Person is appropriate for the medical service concerned; and/or
- (v) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (iii) to (v) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement -

1. is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
2. is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered

**“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, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including congenital condition, that has existed prior to the Period of Insurance of this Policy. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where –

- (a) it has been diagnosed; or
- (b) it has manifested clear and distinct signs or symptoms; or
- (c) medical advice or treatment has been sought, recommended or received.

**“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, the Policyholder, an insurance intermediary, employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person (unless approved in advance by the Company in writing) .

**“Sickness” or “Disease”** means a physical or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occurs to the Insured Person and whether or not any diagnosis is confirmed.

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

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

## What is Covered

### Section 1: Utility Benefit (Accident only)

If the Insured person sustains an Injury during the Period of Insurance that necessarily confines him/her in a Hospital for more than three (3) consecutive days, the Company will pay the Sum Insured of Utility Benefit (Accident Only) stated on the Policy Schedule as long as the first day of Hospital Confinement is within the Period of Insurance.

### Section 2: Utility Benefit (Sickness or Disease)

This section is an optional cover of this Policy and is operative only if specified in the Schedule on payment of extra premium.

If the Insured person suffers a Sickness or Disease that necessarily confines him/her in a Hospital for more than three (3) consecutive days, the Company will pay the Sum Insured of Utility Benefit (Sickness or Disease) stated on the Policy Schedule as long as the first day of Hospital Confinement is within the Period of Insurance.

For each Hospital Confinement, only either Section 1 or Section 2 will be payable. There is no circumstance where both Sections will be payable. [ For the avoidance of doubt, in the event a hospital confinement involves both an accident and sickness, the insured shall be eligible for only one payment of Utility Benefit, under either section (1) or (2) as set out above.

This Policy will immediately terminate when the total claim payable from this Policy in any policy year reaches the Maximum Benefit Amount stated on the Policy Schedule.

### **What is not covered (Exclusions)**

The Company will not pay the Utility Benefit (Accident Only) or Utility Benefit (Sickness or Disease) of this Policy for loss or liability caused by or resulting from any or more of the following:

1. Any confinement that started before the Period of Insurance;
2. Any Sickness or Disease of which its signs or symptoms first occur within 15 days after this Policy is effective or issued, whichever is later;
3. Any Pre-existing Condition;
4. 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;
5. 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;
6. violation or attempted violation of the law or resistance to arrest;
7. (only applicable to Section 1) 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;
8. (only applicable to Section 1) flying or taking part in any other aerial activities except whilst traveling as a passenger in, boarding or alighting from a licensed aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
9. suicide, attempted suicide or intentional self inflicted injury while sane or insane;
10. childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
11. 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;
12. the influence of alcohol or any non-prescribed drug;
13. cosmetic, plastic or any elective surgery, congenital disease or anomalies;
14. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) or Sickness or Disease to sound and natural teeth;
15. (only applicable to Section 1) any kind of Sickness or Disease; or any loss caused by an Injury which is a consequence of any kind of Sickness or Disease;
16. (only applicable to Section 1) engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport, racing of any kind (except on foot) or mountaineering and competition;
17. (only applicable to Section 1) testing of any kind of conveyance;
18. (only applicable to Section 1) engaging in climbing or mountaineering necessitating the use of ropes or guide, hang-gliding or parachuting;
19. general or health check-up, convalescence, extended care services including rehabilitation, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary.

### **Conditions for making a claim**

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

- Hospital bills / discharge slip with details showing number of days the room & board charges are billed and doctor's medical report / certification of the diagnosis of the hospitalisation.
- Any other documents/information/self declaration in support of the claim, to the satisfaction of the Company.

Medical reports, and all proof of loss as 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.

Claims form will be made available to you upon request. All claims need to be reported to us within 1 month from the date of discharge. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required.

### **General Conditions**

- 1) The Policy, Schedule of Benefits, proposal form/application, riders, amendments and attachments (if any) constitute the entire contract of insurance. No alteration in the terms of this Policy and any attachments shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney of the Company for this purpose appointed.
- 2) **Age Limit:** The insurance under this Policy shall only cover up to sixty-five (65) years old.
- 3) **Termination of Coverage:**

- a. This Policy will be terminated:
  - when premium is not paid when due;
  - when the total claim payable from this Policy in any policy year reaches the Maximum Benefit Amount stated on the Policy Schedule; or
  - 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 individual coverage for the Insured Person will be terminated:
  - on next premium due date when the Insured Person no longer fulfills the eligibility as stated under "Clause (2) – Age limit" of "General Conditions";
- c. The Company may cancel this Policy by giving seven (7) days notice to the Policyholder by sending to his last known contact; 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 premium.

**SHORT RATE TABLE**

Covered Period	Charged Percentage of
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

- 4) **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.
- 5) **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.
- 6) **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
- 7) **Compliance with Policy Provisions:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
- 8) **Renewal:** This Policy will be renewed from the anniversary date with the consent of the Company by payment of premium in advance at the Company's premium rate in force at the time of renewal. However, the Company's reserve the rights to make adjustment on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at the Company's discretion.
- 9) **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.
- 10) **Fraudulent Claims:** If the claim in any respect be fraudulent or if any fraudulent means or devices be used by the Insured Person or the Policyholder, or anyone acting on the aforementioned's behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited
- 11) **Governing Law:** The terms and conditions of this Policy shall be construed and governed in accordance with the laws of the Hong Kong Special Administrative Region.
- 12) **Jurisdiction:** Each of the parties to this Policy agrees that the courts of Hong Kong shall have exclusive jurisdiction to hear and decide any action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Policy or its formation or validity and, for these purposes, each party submits to the jurisdiction of the courts of Hong Kong.
- 13) **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.
- 14) **Sanction Clause:**  
The Insurer 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 insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade, economic or financial sanctions, laws or regulations of, but without limitation, the European Union, United Kingdom, United States of America, Hong Kong or any other applicable country or territory.

This Policy excludes the provision of any insurance service, coverage or any benefit in connection with loss, damage or liability resulting from activities that directly or indirectly, involve or benefit the government of Crimea, Democratic People's Republic of Korea, Iran, Syria, Cuba and Venezuela, or persons of entities resident or located in Crimea, Democratic People's Republic of Korea, Iran, Syria, Cuba and Venezuela. However, this exclusion shall not apply to activities carried out, or service provided, in an emergency for the purposes of safety and/or security or where the related risk has been notified to the insurer and the insurer has confirmed cover for the respective risk in writing.

### Personal Information Collection Statement

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

*Personal Data Protection Officer,*  
Generali Life (Hong Kong) Limited / Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable)  
21/F, Cityplaza One, 1111 King’s Road, Taikoo Shing, Hong Kong.