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Bravo Shield Hospital Income Plan

INSURANCE POLICY

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 Bravo Shield Hospital Income Plan Policy 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.



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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 which happens unexpectedly and causes Injury.

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

“**Confinement**” means the period the Insured Person is registered as an in-patient in a Hospital.

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

“**Hazardous Occupation**” means the job title or nature is aircrew, fisherman, armed occupation (including temporarily armed occupation), jockey, fire fighter, mining worker (including but not limited to coal, zinc, diamond and gold), atomic/nuclear energy related risk, quarrying worker, race track worker, butcher/slaughtering with usage of heavy machine, railway installation and maintenance worker, chemical product manufacturing worker, scaffolder, construction manual worker, ship crew (except those working at pier only), container terminal crane operator, steeplejack, petroleum and coal products (refining gas, asphalt and lubricating oils), steel manufacturing worker, oil and gas rig worker, professional diving, gondola worker, dock worker, stunt person, explosives (use and manufacturing), aerial photography and excavation (including drilling).

“**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 injury which is solely caused by an Accident and independently of any other cause.

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

“**Intensive Care Unit**” means a designated ward, unit or area within a Hospital for which a specified extra daily surcharge is made and which is staffed and equipped to provide, on a continuous basis, specialized or intensive care or services not regularly provided within such Hospital.

“**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.

“**Registered Medical Practitioner**” means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is the Insured Person, or an Immediate Family Member of the Insured Person.

“**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.



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What is Covered

Daily Hospital Income Benefit

If the Insured person sustains an Injury during the Period of Insurance that necessarily confines him/her in a Hospital, the Company will pay the Sum Insured of Daily Hospital Income Benefit stated on the Policy Schedule for each day of Confinement up to a maximum of 365 days for the same confinement.

Intensive Care Unit Benefit

An additional benefit equal to one (1) times the Daily Hospital Income Benefit shall be paid for each day which the Insured Person is confined in an Intensive Care Unit up to a maximum of thirty (30) days for the same Confinement.

Extended COVID-19 Benefit

If the Insured person has died or is confined in an Intensive Care Unit for more than 3 days as a result of COVID-19, as defined by the World Health Organisation ("WHO"), during the Period of Insurance, the Company will pay a cash benefit of HKD50,000. This benefit is only valid if it is stated on the Policy Schedule. Once paid, this benefit will be terminated.

The diagnosis of COVID-19 must be made by a Registered Medical Practitioner and must be confirmed with proven objective evidence on the infection. Clinical diagnosis alone does not meet this standard. We shall not pay any benefit if the Insured's COVID-19 diagnosis or the signs and symptoms thereof appear, or the Insured is compulsorily quarantined by the Hong Kong Government, before the Period of Insurance starts.

What is not covered (Exclusions)

Daily Hospital Income Benefit & Intensive Care Unit Benefit

The Company will not pay the Daily Hospital Income Benefit & Intensive Care Unit Benefit 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. Injury is sustained related to the Insured's job and the Insured's job falls under the Hazardous Occupation.
3. 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;
4. 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;
5. violation or attempted violation of the law or resistance to arrest;
6. 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;
7. 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;
8. suicide, attempted suicide or intentional self inflicted injury while sane or insane;
9. childbirth, miscarriage, abortion, birth control, infertilization or pregnancy notwithstanding that such event may have been accelerated or induced by injury;
10. 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;
11. the influence of alcohol or any non-prescribed drug;
12. cosmetic, plastic or any elective surgery, congenital disease or anomalies;
13. dental care or surgery unless necessitated by an Accident (excluding denture and related expenses) to sound and natural teeth;
14. any kind of disease; or any loss caused by an Injury which is a consequence of any kind of disease;
15. engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport, racing of any kind (except on foot) or mountaineering and competition;
16. testing of any kind of conveyance;
17. engaging in climbing or mountaineering necessitating the use of ropes or guide, hang-gliding or parachuting;
18. fitting of glasses for eye refraction, or hearing aids; corrective aids and treatment of refractive errors unless necessitated by Injury caused by an Accident; or
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.



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Extended COVID-19 Benefit

We shall not pay any benefit if the Insured's COVID-19 diagnosis or the signs and symptoms thereof appear or the Insured is compulsorily quarantined as suggested by the Hong Kong Government before the Period of Insurance starts.

Conditions for making a claim

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

- All Benefits: 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.
- Extended COVID-19 Benefit: Objective evidence to confirm the diagnosis of COVID-19 by a Registered Medical Practitioner.
- 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.

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 seventy (70) years old.
- 3) **Termination of Coverage:**
 - a. This Policy will be terminated:
 - when premium is not paid when due; 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 be entitled to a return premium less premium at the Company's Short Period Rates for the time this Policy has been in force during the Period of Insurance.

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.



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- 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 Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition, or restriction, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America or any other country, state or territory which has jurisdiction in the matter.
- 15) **Territorial Exclusion Clause:**
The Company shall not indemnify the Insured/policyholder for any liability: (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; (ii) incurred by the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories> or resulting from activities that involve or benefit the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, or where the payment of such indemnity by the Insurer will benefit the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>; (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, persons or entities resident in <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>.

For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that Fully Embargoed and Comprehensive Sanctioned Countries/Territories shall be listed under Generali Corporate website at <https://www.generali.com.hk/EN_US/sanctioned_countries>, with such list to be updated from time to time, and incorporated into the policy.



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Personal Information Collection Statement

- a) From time to time, it is necessary for you to supply Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable) (the “Company”) with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/ or other relevant individuals (the “Personal Data”) in connection with the provision of insurance and/ or related products and services to you, the processing of claims under insurance policies issued and/ or arranged by the Company, and/ or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/ or related products and services to you, process claims under insurance policies issued and/ or arranged by the Company, and/ or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
- 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:
- i) Personal Data Protection Officer,
 - ii) Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable)
 - iii) 21/F, Cityplaza One
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