



Reference: 00022868/216-00

Jardine Lloyd Thompson Limited

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COVER NOTE

In accordance with your instructions, we confirm having effected the following insurance on your behalf. Please read this document carefully and notify us immediately should you disagree with any point.

- TYPE** : **Group Personal Accident Insurance
(Top-up cover for outdoor school activities)**
- FORM** : To follow the terms, limits and conditions of Chubb Insurance Hong Kong Limited's Group Personal Accident Insurance policy wording as per expiring policy no. ACEGA00673/15 other than as amended or endorsed hereon
- INSURED /
POLICYHOLDER** : The English Schools Foundation &/or ESF Centre &/or ESF Educational Services Ltd &/or Island School &/or King George V School &/or South Island School &/or Sha Tin College &/or West Island School &/or Renaissance College &/or Discovery College &/or Beacon Hill School &/or Bradbury School &/or Clearwater Bay School &/or Glenealy School &/or Kennedy School &/or Kowloon Junior School (Perth Street) &/or Kowloon Junior School (Hung Hom) &/or Peak School &/or Quarry Bay School &/or Sha Tin Junior School &/or Jockey Club Sarah Roe School &/or Jockey Club Sarah Roe Centre &/or ESF Therapy Centre &/or Tsing Yi International Kindergarten &/or Abacus International Kindergarten &/or ESF International Kindergarten - Wu Kai Sha &/or ESF International Kindergarten - Hillside &/or **ESF International Kindergarten – Tung Chung** &/or ESF Language & Learning Centre &/or Board &/or any Executive Committees &/or Respective School Councils &/or Parent-Teacher Associations &/or any Subsidiary Companies &/or Employees &/or Volunteer Helpers &/or Welfare Assistants &/or Students &/or Student Union &/or other schools or establishments on behalf of English Schools Foundation as now exist or are hereinafter incorporated for their respective rights and interests may appear
- CORRESPONDENCE
ADDRESS** : 25th and 26th Floors, 1063 King's Road, Quarry Bay, Hong Kong

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- BUSINESS** : School, Language & Learning Centre, Offices, Sports Facilities, Pavilions, Residential Units, Venue Leasing and Lending, Fund-Raising Activities, Off-site Teaching / Training, Organizing Workshop / Seminar, Community Evening Classes for Adult Education of West Island Community School and all associated and ancillary activities
- PERIOD OF INSURANCE** : **From 00:00 1st September 2016 to 24:00 31st August 2018**
Local Hong Kong Standard Time (both dates inclusive)
- ELIGIBLE INSURED PERSONS** : For named full-time students of the Insured and other participants who will participate in the designated activity arranged or endorsed by the Insured – The Insured shall provide an insured name list for each activity for insurer's record
- ELIGIBILITY PERIOD** : Subject to prior declaration of each activity
- DESIGNATED ACTIVITIES**
- 1) Internship programme (up to maximum 30 days) including working experience within Hong Kong
 - 2) All non-internship activities including but not limited to aquatic sport, camping, outward bound, mountaineering, hiking, competition and other activities such as charity, fund raising event anywhere within the territory of Hong Kong
- AGE LIMIT** : 1 to 70 years of age
- SCOPE OF COVER** : To cover an Insured Person according to the Schedule of Benefits in the event that he/she sustains Accidental Bodily Injury during the Period of Insurance whilst he/she is participating in &/or attending to the designated activities / internship programme which are organised / supervised / arranged / sponsored or approved by the Insured &/or Students' Organizations including but not limited to practical and training within Hong Kong Territories. The activities / events on weekends &/or during study leave or vacations or summer holidays are covered.

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SCOPE OF COVER (Cont'd) : In respect of the school activities / internship programme, coverage shall commence when the Insured Person leaves his / her place of residence / place of employment / school campus in Hong Kong directly to the appointed meeting place, or four (4) hours before the appointed meeting time for the purpose of participating in the designated activities / events which are organised / supervised / arranged / sponsored or approved by the Insured &/or Students' Organizations, whichever is the later; and cease when the Insured Person arrives at his / her place of residence / place of employment in Hong Kong, or four (4) hours after the end of the school activities / internship programme which are organised / supervised / arranged / sponsored or approved by the Insured and/or Students' Organizations or when he / she disperses from the group, whichever is the earlier.

BENEFICIARY : Own Estate of the Insured Person according to the Hong Kong Jurisdiction

BENEFITS SCHEDULE	<u>Benefits Schedule</u>	<u>Limit per person</u>
	A. Accidental Death and Permanent Total or Partial Disablement (Scale II)	HKD600,000
	B. Accidental Medical Expenses Extends to cover Chinese Bonesetters &/or Acupuncturists subject to a limit of HKD2,500 per accident and HKD5,000 in aggregate during the insurance period	HKD50,000
	C. Major Burns (2 nd or 3 rd Degree Burns)	HKD100,000
	D. Scarring of the Face If during the Period of Insurance, an Insured Person sustains Bodily Injury which results in permanent disfigurement or permanent scarring of the face of at least one square centimeter or two centimeters in length, Insurer will pay the Sum Insured stated in the Policy Schedule or subsequent endorsement(s) (if any). This benefit amount payable will not take into account any psychological effects.	HKD25,000
	E. Accidental Hospital Cash	HKD 500 per day upto 30 days
	F. Coma Benefit The Insurer shall pay a Weekly benefit for each full week of continuous unconsciousness subject to fourteen (14) days waiting period and up to a maximum of fifty (50) weeks for one accident.	HKD 500 per week up to 50 weeks

GEOGRAPHICAL AREA : Anywhere in Hong Kong

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MAXIMUM AGGREGATE LIMIT OF LIABILITY : HKD100,000,000 any one conveyance

Insurer shall not liable for any amount in excess of the above stated aggregate limit of liability. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this policy exceeds such aggregate limit of liability, the Insurer shall not be liable as respects each covered Insured Person for a greater proportion of the indemnity otherwise payable than the aggregate limit of liability bears to the aggregate amount of all such indemnities

CONDITIONS (inter alia) :

1. Exposure and Disappearance
2. Unprovoked Strike, Riots and Civil Commotion Cover
3. Full Terrorism Cover
4. All Insured Persons are stationed in Hong Kong
5. This policy covers the insured person engaging or participating in any kind of race (except professional sports) without remuneration from engaging in such sport
6. 60 Days Notice of Cancellation and Non-Renewal Notice by Insurer
7. Run – Off Clause
This policy is extended to cover the insured person participating in the activity / internship commencing within the insurance period from 1 September 2016 to 31 August 2017 and up to 30 days
8. The insurer will issue a master policy for the Policyholder's record whilst a Certificate of Insurance to be issued by JLT on behalf of the insurer for each activity / internship programme of The School
9. It is agreed that the School shall complete and return the Group Personal Accident Enrolment Form with the insured name list prior to commencement date of each activity to JLT. JLT shall then issue a Certificate of Insurance certifying the insurance coverage for The School's record. JLT shall forward the Certificate of Insurance with debit note directly to the School for premium settlement.
10. The policy is noted and agreed to cover the same activity to be held inconsecutive days and within ~~4-month~~ **6-month** time. The premium to be charged according to the no. of activity days (between 1 to 15 days) as shown on the premium table.
11. All claims must be verified by the Policyholder

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CONDITIONS (inter alia) (Continued) : 12. **Waiver of Subrogation against the Insured Parties and/or their staff and students**

13. **Right of Third Parties**

All other terms, limits and conditions as per original policy wording

PRINCIPAL POLICY EXCLUSIONS (inter alia) :

1. Insured Person's intentional self-inflicted injury, suicide or any attempt suicide, while sane or insane
2. War, invasion, act of foreign enemy, rebellion, revolution, insurrection, civil war, hostilities, military or usurped power or any act thereof; or direct participation in a strike, riot, civil commotion; or act of the Insured Person contrary to the law of the country, or any illegal or unlawful act by the Insured Person; or confiscation, detention, destruction by customs or other authorities; and any prohibition or regulation by any government
3. Insured Person engaging in or taking part in disciplinary forces, naval, military or air force, security service or any operation with armed force; aviation or aerial activities; professional sports where an Insured Person would or could earn income or remuneration from engaging in it, testing of any kind of conveyance, handling of explosives, or engaging in oil rigs work, mining or aerial photography, ship crew services, hitchhiking
4. Insured Person's pregnancy, childbirth, miscarriage, abortion, infertility, cosmetic surgery, mental disorder, or venereal or other sexually transmitted disease
5. Insured's infection with HIV, AIDS, AIDS related complex or any opportunistic infections and/or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC
6. Insured Person being under the influence of alcohol or drugs unless, in the case of drug consumption, with proper medical prescription and not for treatment of drug addiction
7. Insured Person is not taking all reasonable efforts to avoid bodily injury or minimize any claim
8. Insanity, geriatric condition, psychiatric condition or any behavioural disorder
9. Health check-ups or any investigation not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary
10. Sickness, disease, or any bacterial infection even if contracted by accident other than bacterial infection that is the direct result of an accidental cut or wound

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**PRINCIPAL
POLICY EXCLUSIONS
(inter alia)
(continued)**

: 11. Sanction Exclusion

(1) It is hereby noted and agreed that the following is to be included under PART III – EXCLUSIONS: Compliance to Trade or Economic Sanctions

This Policy does not cover, and the Company will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.

(2) It is hereby noted and agreed that the following is to be included under PART I – DEFINITION OF WORDS

Specially Designated List means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom

All other exclusions as per original policy wording

**PREMIUM PER
PERSON**

No. of days	Internship Programme including working experience or non-Internship Program arranged or approved by the Insured for Students / Participants
1 day event	HKD 4 per person
2-5 days	HKD 5 per person
6-10 days	HKD 10 per person
11-15 days	HKD 15 per person
Each Additional 5 days (up to max. of 30 days)	HKD 3 per person

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PREMIUM : Subject to prior declaration by completing the enrolment form with insured name list to be provided. The premium for each activity as declared will be payable by the school directly

INSURER : Chubb Insurance Hong Kong Limited – 100%

APPLICABLE JURISDICTION &/OR LAW &/OR PRACTICE : Hong Kong

INFORMATION TO INSURER (Not limited or warranted) :

1. This insurance is arranged on "group" basis and a master policy will be issued for ESF's record. No individual policy will be issued except a Certificate of Insurance which will be issued by JLT on behalf of the insurer for each activity as declared
2. A Group Personal Accident Enrolment Form will be provided by ESF
3. It is noted and agreed that no minimum premium are applied to the policy
4. ESF's schools included Kindergarten, Primary and Secondary Schools
5. Claims experience for the past 5 years has been noted attached.
6. If the policy is subject to an exclusion (i.e. This policy does not cover any loss or liability directly or indirectly, in whole or in part, arising as a result of insured person is not taking all reasonable efforts to avoid bodily injury or minimize any claim under this policy), the insurer agreed that they will use their own judgment for the insured persons who are too young to take care themselves and not to apply this exclusion.
7. Insured activities including but not limited to hiking, camping, mountaineering, scuba diving, water sports include kayaking and skiing, windsurfing rock climbing, and any kind of sport activities, outward bound activities, adventurous activities, horse riding, kick boxing, internship programme and playgroup for kids

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TABLE OF BENEFITS

The percentage of sum insured shown in the schedule against Part A – Personal Accident (per insured person).
The following Event(s) must occur within twelve (12) months of the date of the bodily injury.

<u>COVERAGES</u>	<u>COMPENSATION</u>
	Scale 2
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paralysis of all Limbs	100%
4. Permanent and Incurable Insanity	100%
5. Loss of Sight of both Eyes	100%
6. Loss of Sight of one (1) Eye	100%
7. Loss of two (2) Limbs	100%
8. Loss of one (1) Limb	100%
9. Loss of Speech and Hearing	100%
10. Loss of Hearing in both Ears	100%
11. Loss of Hearing in one (1) Ears	20%
12. Loss of Speech	50%
13. Permanent Loss of Lens of each Eye	50%
14. Loss of Toe of either Foot :	
(a) all – one (1) Foot	20%
(b) great - both Joints	8%
(c) great – one (1) Joint	5%
15. Permanent Loss of use of one (1) Thumb of either Hand :	
(a) Both joints	30%
(b) One (1) joint	15%
16. Loss of four (4) Fingers and Thumb of either Hand	70%
17. Permanent Loss of use of four (4) Fingers	40%
18. Loss of Fingers of either Hand:	
(a) three (3) Joints	15%
(b) two (2) Joints	10%
(c) one (1) Joint	7.5%
19. Fractured Leg or Patella with established non-union	15%
20. Shortening of Leg by at least 5 cm	10%
21. Permanent partial disablement not specified in Event 2 to 20 above	Such percentage of the Sum Insured which corresponds to the percentage reduction in whole bodily function of the Insured person as certified by no fewer than two (2) Physicians, one (1) of whom will be the Insured Person's treating Physician and the other will be appointed by Us. In the event of a disagreement between the Physicians, the amount payable will be the average of the two (2) opinions.

Important Notices

1. Duty of Disclosure

It is understood that you have provided complete and accurate information to insurers and that you have complied with your legal duty to disclose, before inception of the insurance contract, all material matters relating to the risk (i.e. all information which would influence the judgement of a prudent insurer in determining whether to underwrite the risk and if so upon what terms and at what premium).

If all such information has not been disclosed, insurers have the right to avoid the contract from its commencement which may lead to claims not being met.

If you believe that you may not have complied with this duty, you should contact us immediately.

2. Remuneration

We would remind you that Jardine Lloyd Thompson Limited (JLT) is remunerated for its services to you, by the receipt of brokerage commission paid by Insurers and that brokerage commission is part of the premium charged for this insurance. Your agreement and instructions to proceed with this insurance transaction were deemed to constitute your consent to JLT's receipt of that brokerage commission.

3. Limitation of Liability

Unless otherwise specifically agreed, in writing, if JLT or our Affiliates (as described in JLT's Business Protocols or other contract/agreement between us) are liable to you or your Affiliates in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with our services to you, JLT's liability to you and your Affiliates for all services and policies which we arrange on your, or and your Affiliates' behalf, however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, shall be limited to the amount stated in JLT's Business Protocols or other contract/agreement between us.

4. Summary Document

This Cover Note summarises the insurance we have placed on your behalf but does not detail all terms and conditions, warranties and exceptions to the policy. Should there be any discrepancy, immediate notice should be provided to JLT.

5. Warranties

Where this insurance is subject to a Warranty (whether stated on this Cover Note or within the relevant Policy wording), there must be strict compliance with the stipulation in the Warranty. If you do not comply, and, in consequence, the Warranty is breached, insurers will be entitled to void the Policy from inception or renewal date.



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6. Conditions

Where this insurance is subject to Conditions (whether stated within this Cover Note or within the relevant Policy wording), there must be due observance and fulfilment of all the conditions of this Policy. These Conditions may or may not be Conditions Precedent to any liability of the insurers. However, if you do not comply, and, in consequence, a Condition is breached, insurers may have the right to avoid payment under this Policy, subject to the relevant policy wordings.

7. Insurer Security

We would like to take this opportunity to remind you that JLT, acting in its capacity as an insurance broker, does not accept responsibility for the financial performance of any security.

8. Premium Payment

The premium for this insurance is due upon presentation of the debit note from JLT.

This document has been electronically authorised by a JLT authorised signatory and requires no signature.