



Scout Association of Hong Kong

Administration Branch

Tel : 2957 6332 Fax : 2302 1001

Administration Circular No. 03/2009

1 April 2009

Public Liability Insurance & Group Personal Accident Insurance

The Association has renewed the “Public Liability Insurance” and “Group Personal Accident Insurance” Policies for our Members with effect from April 1, 2009. The aggregate limit of indemnity of Group Personal Accident Insurance is increased to HK\$78,000,000 for any one accident (95% increment from last years’ HK\$40,000,000). Also, Accidental Medical Expenses is extended to cover children from 3 to 4.

Also, in addition to the Association’s Group Personal Accident Insurance, a Scout Group/Unit may choose to purchase **optional** additional Group Personal Accident Insurance through our current insurance broker. Once the application for additional coverage is approved by the Insurance Company, the insured Scout Group/Unit will enjoy a benefit doubling that as per item (4) (1) of the Group Personal Accident Insurance 2009/2010 (Aggregate limit of indemnity will remain at HK\$78,000.00 for any one accident). For details, please refer to item (7) (a) of the Group Personal Accident Insurance. Interested Scout Groups/Units should complete the “Application Form” (Appendix 1) and forward it together with copy of the bank-in-slip to Marsh (Hong Kong) Limited directly.

Summary of the two policies are attached by reference, and the key clarifications/improvements are shown in bold letters.

Paul KUA

Assistant Chief Commissioner
(Administration)

PUBLIC LIABILITY INSURANCE

(1) *The Insured*

Scout Association of Hong Kong and/or
Scout Association of Hong Kong - Education Centre and/or
The Friends of Scouting and its service units and/or
The Scout Shop of Hong Kong and/or
Commissioners' Club and/or
Baden-Powell Scout Club of Hong Kong and/or
Scout Association of Hong Kong Wong Siu Sang Leadership Training Institute and/or
all its Regions, Districts, Branches, Campsites, Activity Centres, Groups and Units and/or
all its Subsidiaries and/or
all its Associates and/or
The Government of Hong Kong Special Administrative Region and/or
Home Affairs Bureau and/or
Food and Environmental Hygiene Department and/or
Leisure and Cultural Services Department and/or
Hong Kong Housing Authority as landlord and/or
all other interested parties for their respective rights or interests that may appear

(2) *Coverage*

The insurance operates only in respect of legal liability to third parties for death, bodily injury and/or loss of or damage to property as a result of an occurrence and happening in connection with the business, activities and services of the Insured or arising out of the premises used, owned, occupied, managed or rented by the Insured.

(3) *Limit of Indemnity*

HK\$50,000,000 each occurrence.

(4) *Exclusions*

The Insurance does not cover:

- a. liability for death/bodily injury or illness of any person arising out of and in the course of the employment of such person by the Insured;
- b. liability for loss or damage to:
 - i. property owned by the Insured or by any employee of the Insured;
 - ii. property which is leased, rented, hired or lent to the Insured or which is in any other way under the care, custody or control of the Insured or any employee of the Insured;or any claims arising in consequence of such loss or damage;
- c. liability for death/bodily injury/illness/loss of or damage to property caused by:
 - i. a breach of duty owed in a professional capacity;
 - ii. aerial activities;
 - iii. vehicles, locomotives, ships, boats and aircraft;
 - iv. defective design of or defect in any goods or the containers of any such goods which have been sold, supplied, altered, repaired, treated or serviced by the Insured;
 - v. vibration or by the removal or weakening of support to buildings, structures or land;
 - vi. the pollution of air, water or soil;
 - vii. earthquake, flood or fumes;

- d. fines, penalties or punitive damage;
- e.
 - i. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
 - ii. liability in respect of the fault or negligence of a sub-contractor to the Insured or of any person in the service of and/or acting on behalf of such sub-contractor;
- f.
 - i. any consequence whether direct or indirect of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion; or
 - ii. any loss resulted from an act of terrorism;
- g. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
- h. liability in respect of personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination unless the seepage, pollution or contamination is sudden, unintentional and accidental;
- i. any legal liability of whatsoever nature directly or indirectly caused by asbestos in whatever form or quantity;
- j. liability in respect of the cost of removing, nullifying or clean-up seeping, polluting or contaminating substances;
- k. liability in respect of which the Insured is or would be but for the existence of this policy indemnified under any other policy of insurance. In such case the indemnity under this policy shall not apply until the full amount of indemnity under such other policy has been applied as far as it shall go in satisfaction of the liability;
- l. costs and expenses of litigation recovered by any claimant from the Insured which are not included in or recoverable in Hong Kong;
- m. loss of or damage to data or software that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

(5) Claim Procedure

Upon the happening of any accident which might give rise to any third party death/bodily injury or property damage claim (including any known potential third party claim), the responsible person must:

- a. immediately arrange for suitable treatment, if any third party bodily injury occurs, and notify the parent/guardian of the injured person if he or she is a minor.
- b. if any third party verbally claims, the responsible person should advise the third party to submit a claim letter and relevant documents (including official receipt(s) or quotation(s)) to Scout Association of Hong Kong for the insurer's processing. No admission of liability should be made to third party without the insurer's prior consent.

- c. inform Administration Branch promptly with the details of third party claim through the respective Scout Executive/Camp Manager/Centre-in-charge. The originals of claim letter, incident report/accident report and relevant documents should be sent to the Administration Branch through the respective Scout Executive/Camp Manager/Centre-in-charge within 7 working days. 【 Please note that according to the claim procedures set out by the insurer, without prior consent of the Association and Insurer, the incident report/accident report and relevant documents should not be released to any other people, including the injured/claimant. 】
- d. when the claim letter or the summon is received from the third party, inform the Administration Branch promptly with originals of the above mentioned documents through the respective Scout Executive/Camp Manager/Centre-in-charge within 7 working days for follow up action.

(6) Copy of Certificate of Public Liability Insurance

In case of venue hiring, Leisure & Cultural Services Department or other facility providers may request hirers to provide the Copy of Certificate of Public Liability Insurance. In this connection, Copy of Certificate of Public Liability Insurance would be provided to Scout Group/District/Unit, for organizing recognized, approved or supervised activities, by Regional Headquarters or Association Headquarters. Application procedures for Copy of Certificate of Public Liability Insurance are as follows:

- a. Facility managed by Leisure & Cultural Services Department: Scouter-in-charge should submit application in writing together with relevant supporting document(s) (e.g. Circular, Requisition Letter and undertaking from Leisure & Cultural Services Department, etc) to Scout Executive of respective region/unit at least 10 working days by post or fax for handling.
- b. Facility managed by other facility providers: Scouter-in-charge should submit application in writing together with relevant supporting document(s) (e.g. Circular, Requisition Letter and undertaking from the facilities provider, etc) to Scout Executive (Administration) via respective region / unit at least 14 working days by post or fax for handling. Additional Premium would be charged by insurer and to be paid by the applicant.

《 Any explanatory difference is subject to the Insurance Policy. 》

GROUP PERSONAL ACCIDENT INSURANCE

(1) *The Insured*

Category	Name of the Insured
1	Uniformed Members (Adult) - include Commissioners, Scouters, Instructors and Cadets
2	Uniformed Members (Scout) - include Grasshopper Scouts, Cub Scouts, Scouts, Venture Scouts and Rover Scouts
3	Non-uniformed Members - include Administrators, Advisers, Club Members of the Friends of Scouting, Members of Scout Association of Hong Kong - Education Centre, Members of Baden-Powell Scout Club of Hong Kong, Members of Commissioners' Club and Members of other Subsidiaries
4	Associate Members - include Uniformed & Non-uniformed Members e.g. Foreign Scout Group
5	Employees of the Association (Full-time and Part-time)
6	Others - include guests, part-time tutors, voluntary helpers or persons who participate in any approved activity organized by the Insured but who are not members of the Scout Association of Hong Kong

(2) *Coverage*

The insurance operates only in respect of death/bodily injury solely and directly caused by all accidental losses sustained while:-

- a. the insured members are participating in and/or attending any recognized, approved or supervised activities (including activities held overseas and in Mainland);
- b. the insured members are travelling as a group directly to or from such recognized, approved or supervised activities under proper supervision;
- c. the insured members are travelling directly between their residence and meeting place/activity venue to participate in and/or attending any recognized, approved or supervised activities.

The period for which the insurer will indemnify the insured on medical expenses for medical treatment incurred is 24 months from the date of the accident provided that the injured has informed the Administration Branch for follow up action through the respective Scout Executive/Camp Manager/Centre-in-charge within 7 working days from the accident date.

International Emergency Cards (24 Hours Emergency Hotline: (852) 3122 8899), issued by ACE Insurance Ltd would be provided to Hong Kong Contingent for participating in and/or attending any recognized, approved or supervised activities in Mainland China and overseas by Regional Headquarters or International & Liaison Branch. For details, please contact Regional Scout Executives or Scout Executive (International & Liaison). The Contingent leader should return the International Emergency Card to respective unit when the activity is finished. To provide better protection, the Association recommends members to self-insure themselves in particular when attending or participating in overseas and Mainland activities.

(3) *Age Range*

Age 3 – 98

(4) *Scale of Maximum Benefits*Aggregate limit of indemnity: **HK\$78,000,000** for any one accident1. *Major Coverage*

Age	Death	Permanent Disablement*	Medical Expenses
3 – 4	HK\$50,000	HK\$50,000	HK\$1,200
5 – 75	HK\$200,000	HK\$200,000	HK\$6,000#
76 – 85	HK\$100,000	HK\$100,000	HK\$3,600
86 – 90	HK\$50,000	HK\$50,000	HK\$1,500
91 – 98	HK\$50,000	--	HK\$1,200

* Calculation of Permanent Disablement benefits will be subject to the percentage of disablement of the insured person to be assessed by the insurer. Maximum compensation shall not exceed the respective sum insured listed above. Please contact the Administration Branch for details.

including western Chinese Bonesetters and/or Acupuncturists, subject to:

- i. One consultation/visit per day per person;
- ii. Maximum HK\$2,000 per accident per person;
- iii. Maximum HK\$4,000 per policy year per person.

Major Burns is HK\$50,000 per year per person.

2. *Additional Benefits*

Item	Maximum Limit (per person per accident)
Emergency Medical Evacuation &/or Repatriation Services &/or Return of Mortal Remains/Ashes (only for the insured aged 5 – 75)	Unlimited
Scarring of the Face	HK\$25,000
Rehabilitation/Home Renovation Expenses (Home renovation expenses of the insured person who sustains Permanent Total Disablement following accident)	HK\$25,000
Trauma Counselling Benefits	HK\$1,500 (Up to HK\$15,000)
Compassionate Death Benefits	HK\$10,000
Critical Illness (First confirmed diagnosis of Appallic Syndrome, Kidney Failure, Liver Failure, Muscular Dystrophy or Parkinson's Disease)	HK\$20,000
Funeral Expenses	HK\$20,000
Education Fund (Children aged 18 years and below or full time student not exceeding 23 years of the Insured Person as an education subsidy following his/her accidental death)	HK\$25,000
Credit Card Protection (Credit card's outstanding balance of the Insured Person following his/her accidental death)	HK\$20,000
Recruitment Expenses (for Category (5) of the Insured)	HK\$20,000
Coma (due to an accident following the 2 weeks waiting period)	HK\$500 per week (Up to 50 weeks)

(5) *Exclusions*

No compensation is payable in respect of:-

- a. death, injury or disablement caused by the Insured's pregnancy, childbirth, miscarriage, abortion, infertilization, cosmetic surgery, or mental disorder;
- b. death, injury or disablement caused by the Insured's illness, disease, bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- c. the Insured's cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or dental or optical treatment unless such costs are necessarily incurred (as determined by the Insurer at its absolute discretion);
- d. death, injury or disablement caused by the Insured flying (except as a passenger and not as a member of the crew or for the purpose of engaging in any trade or technical operation therein any properly certificated or licensed power-driven aircraft constructed to carry passengers) and/or aerial activities (unless prior declaration to be made to the insurance company and with their approval before commencement and subject to additional terms and/or premium to be charged);
- e. death, injury or disablement caused by the Insured engaging in any sports in a professional capacity;
- f. death, injury or disablement caused by the Insured's infection with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any opportunistic infections and or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC;
- g. death, injury or disablement caused by the Insured's intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- h. death, injury or disablement caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, direct participation in riot and civil commotion; or
- i. death, injury or disablement resulted from murder and assault;
- j. losses sustained while the Insured is under the influence of alcohol or narcotics;
- k. losses sustained while the Insured is participating in any brawl;

(6) *Claim Procedure*

Upon the happening of any accident which might give rise to claim, the responsible person must:

- a. immediately arrange for suitable treatment, and notify the parent/guardian of the injured member if he or she is a minor.
- b. complete the accident report* which is available from HQ Offices/ Campsites/Centres and the Association's Web-site (www.scout.org.hk), and send it to the Administration Branch via the respective Scout Executive / Camp Manager / Centre-in-charge within 7 working days. In case of serious accidental injury or death, the respective Scout Executive / Camp Manager / Centre-in-charge must inform the Administration Branch within 3 working days.

* Please note that according to the claim procedures set out by the Insurer, without prior consent of the Association and Insurer, the report should not be released to any party (including the injured/claimant).

- c. after receiving the written notification from the Administration Branch, the claimant should complete and return the reply slip, with the following documents, for follow up action:
 - i. original medical report and medical certificate(s) (if any);
 - ii. a copy of the document which proves that the injured person is a member of the Association (e.g. Scout/Centre Membership Card, Scout Record Book, Warrant, etc); and
 - iii. original medical bill(s).
- d. after each relevant medical consultation following the first submission of the medical bill(s), original medical bill(s) should be sent by the claimant to the Administration Branch directly within 20 working days. After submitting the last medical bill, the claimant should inform the Administration Branch in writing that the treatment has been completed. The Administration Branch will subsequently notify the insurer for reimbursement.

(7) Other Additional Insurance (Optional)

Additional Coverage for Group Personal Accident Insurance

Groups and Units are advised that in addition to the Association's Group Personal Accident Insurance, they may choose to double the insurance benefits as stated in item (4) (1) by additional coverage (except for indemnity for Chinese Bonesetters and/ Acupuncturists expenses and only for the insured aged 3 – 75). Group Scout Leader/ Scouter-in-charge or responsible person of Scout Unit should complete the "Application Form" (Appendix 1) and forward it together with copy of the bank in slip to Marsh (Hong Kong) Limited. (Fax No: 2539 5368 / Address: Suite 1001-1004, 10/F, 625 King's Road, North Point, Hong Kong). For enquiry, please contact Mr Allen HO, Client Manager at 2301 7624 of the aforesaid company.

《 Any explanatory difference is subject to the Insurance Policy. 》

APPLICATION FORM

To : Marsh (Hong Kong) Limited
Suite 1001-1004, 10/F, 625 King's Road, North Point, Hong Kong
Fax No: 2539 5368

Date : _____

**GROUP PERSONAL ACCIDENT INSURANCE
ADDITIONAL COVERAGE**

(Coverage until 31 March 2010)

Please arrange for our Group/Unit to be additionally covered under the Group Personal Accident Insurance with ACE Insurance Limited as follows :

Category ¹	No of Persons ²	Premium Rate ³	Total
1 to 5		HK\$1.1/person	HK\$
6		HK\$2.64/person	HK\$
Total premium enclosed			HK\$

I enclose herewith copy of the bank-in-slip [Marsh (Hong Kong) Limited at Standard Chartered Bank account (no. 003-447-107-8343-7) being premium paid for additional coverage of Group Personal Accident Insurance for our Scout Group/Unit]. Correspondence address, contact number and fax number are as follows:-

Correspondence
address : _____

Contact No : _____ Fax No : _____

Chop : _____ Signature : _____
(GSL/Scouter-in-Charge/
Responsible person of Scout Unit)

Group/Unit : _____ Name : _____
(In BLOCK LETTERS)

Note :

- ¹ Category Name of the Insured (for members aged 3-75 only)
- 1 = Uniformed Members (Adult) - include Commissioners, Scouters, Instructors and Cadets
 - 2 = Uniformed Members (Scout) - include Grasshopper Scouts, Cub Scouts, Scouts, Venture Scouts and Rover Scouts
 - 3 = Non-uniformed Members - include Administrators, Advisers, Club Members of the Friends of Scouting, Members of Scout Association of Hong Kong - Education Centre, Members of Baden-Powell Scout Club of Hong Kong, Members of Commissioners' Club and Members of other Subsidiaries
 - 4 = Associate Members - include Uniformed & Non-uniformed Members e.g. Foreign Scout Group
 - 5 = Employees of the Association (Full-time and Part-time)
 - 6 = Others - include guests, part-time tutors, voluntary helpers or persons who participate in any approved activity organized by the Insured but who are not members of the Scout Association of Hong Kong

² Additional coverage of Group Personal Accident Insurance must be purchased for the whole Group/Unit (Category 1 to Category 5). Individual applications by members will not be accepted.

³ Premium will be charged on a full-year basis for the period up to 31 March 2010.

If this additional coverage is approved by the Insurance Company, the Insured will enjoy a benefit doubling that as per item (4) (1) of the Group Personal Accident Insurance 2009/2010 (except for indemnity for Chinese Boneseaters and/or Acupuncturists expenses). Aggregate limit of indemnity will remain as HK\$78,000,000 for any one accident.

For use of Marsh (Hong Kong) Limited Only

We hereby confirm acceptance of your application on behalf of ACE Insurance Ltd. as from the Effective Date shown below. A copy of the duly completed Application Form will be sent to the Applicant by facsimile as an evidence of insurance confirmation.

cc: Scout Association of Hong Kong

Authorized Signature (with Company Chop)
Effective Date: _____