



Scout Association of Hong Kong

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Administration Circular No.36/2018
01 April 2018

**General Liability Insurance
&
Group Personal Accident Insurance**

The Association has renewed the “General Liability Insurance” (Appendix 1) and “Group Personal Accident Insurance” Policies (Appendix 2) for our members with effect from 1 April 2018.

(WONG Ho-sum)
for Deputy Chief Commissioner
(Management)

**Scout Association of Hong Kong
General Liability Insurance (2018/2019)**

(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

Additional Insured

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 Insured shall become legally liable to pay consequent upon:

1. accidental injury of any person;
2. accidental loss of or damage to Property including loss of use;
3. nuisance, trespass to land or trespass to goods or interference with any easement right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening within the Policy Territory during the Period of Insurance in connection with the Business and arising out of an Occurrence.

(3) Limit of Indemnity

HK\$50,000,000 each occurrence

(4) Major Exclusions

The Insurance does not cover legal liability:

1. arising from or out of the ownership, operation, maintenance, possession or use by or on behalf of the Insured of any vehicle, aircraft or other aerial device (except for the use of unmanned aircraft system (UAS) with the weight of less than 7 kg, when they are used in relation to the insured activities / events, provided that they are used in accordance to the Guidelines of Operations of Unmanned Aircraft System (UAS) issued by the Hong Kong Civil Aviation Department.), aerospace device, hovercraft or hydrofoil, water-borne vessel or watercrafts or vessels exceeding 15m in length and/or of any mechanically-propelled;
2. for or arising from loss of or damage to any Property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than employees', directors', partners' or visitors' personal effects including vehicles and their contents;
3. arising from:
 - a. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, or military or usurped power;
 - b. any Act of Terrorism;
 - c. radioactive contamination;
 - d. pollution or contamination of water or land or atmosphere;

- e. the presence of Asbestos or Silica in whatever form or quantity;
 - f. tobacco, tobacco smoke or any ingredient or additive present in or used with tobacco;
 - g. the presence of any fungi or bacteria;
 - h. the slopes received Dangerous Hillside Orders;
 - i. the operation of watercrafts or vessels exceeding 15m in length and/or of any mechanically-propelled, docks (including dry docks), public wharves and ferry terminals;
 - j. any act or alleged act of rape or molestation or maltreatment or abuse;
 - k. the publication or utterance of a libel or slander made by or at the direction of the Insured with the knowledge of the falsity thereof;
 - l. infringement, violation or defence of copyright, patent, trade dress, trade secrets and trademark;
 - m. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; error in creating, amending, entering, deleting or using electronic data; or total or partial inability or failure to receive, send, access or use electronic data for any time or at all;
4. for fines, penalties, liquidated, aggravated, punitive or exemplary damages;
 5. for any bodily injury to or death, disease or illness of any Person Employed arising out of and in the course of employment of that person by the Insured in the Business;
 6. for any injury or damage to Property or legal liability of whatsoever nature directly or indirectly resulting from Employment Related Practices;
 7. arising from any liability assumed by the Insured under a contract unless liability would attach in the absence of such contract;
 8. for any injury or damage to Property arising out of the rendering of or failure to render any professional advice, service or instruction or any error or omission connected therewith;
 9. arising from or in connection with advice, design or specification provided for a fee by the Insured and not connected with the supply or intended supply of the Insured's Products;
 10. for loss of or damage to any Product supplied or work executed by the Insured caused by any defect therein or its failure to perform or the harmful nature or unsuitability thereof for its intended purpose;
 11. for the costs of recall, inspection, removal, repair, alteration, correcting, improving, replacement or reinstatement of any Product supplied or work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose;
 12. arising out of Aircraft Products;
 13. for work performed on offshore gas and oil platforms;
 14. for Injury or damage to Property arising from the sale or distribution of pharmaceuticals imported or manufactured by the Insured.

(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:

1. arrange for suitable treatment immediately, and notify the parent/guardian of the injured person if he or she is a minor.
2. 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.

3. inform Administration Branch promptly with the details of third party claim through the respective region/unit. The originals of claim letter, incident report/accident report and relevant documents should be sent to the Administration Branch through the respective region/unit 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.)
4. 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 region/unit within 7 working days for follow up action.

(6) *Copy of Certificate of General 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 the Insurance. In this connection, copy of Certificate of the 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 the Insurance are as follows:

1. 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 respective region/unit at least 10 working days beforehand for handling.
2. 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 Administration Branch via respective region/unit at least 14 working days beforehand for handling. Additional Premium would be charged by the Insurer and to be paid by the applicant.

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

Scout Association of Hong Kong Group Personal Accident Insurance (2018/2019)

(1) *The Insured Person*

Category	Description of Insured Persons
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 Lay Members, 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 recognized, approved or supervised activity organized by the Insured but who are not members of Scout Association of Hong Kong

(2) *Coverage*

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

1. the Insured Person is participating in and/or attending any recognized, approved or supervised activities (including activities held overseas and in Mainland);
2. the Insured Person is travelling as a group under proper supervision directly to or from supervised activities;
3. the Insured Person is travelling directly between the residence and meeting place/activity venue to participate in and/or attending any recognized, approved or supervised activities;
4. the Insured Person is authorized to participating in and/or attending supervisory duty at any recognized, approved or supervised site(s) by the Association.

The Insurer will indemnify the Insured Person on medical expenses for treatment incurred within 2 years from the date of the accident provided that the injured has informed the Administration Branch for follow up action through the respective region/unit within 7 working days from the accident date.

For recognized, approved or supervised activities held overseas or in Mainland by Regional Headquarters, International Branch or Mainland Affairs Branch, in case of emergency, please call Allied World Assurance Company Ltd (Policy No: BDCPG18000085); 24 Hours Emergency Hotline: (852) 2765 6700). For details, please contact respective region/unit. For better protection, the Association recommends members to arrange additional cover on their own in particular when attending or participating in overseas and Mainland activities.

(3) *Age Range* Age 0 – 101

(4) *Maximum Sum Insured*

Aggregate limit of indemnity: HK\$80,000,000 for any one accident

1. *Major Coverage*

Age	Death	Permanent Disablement*	Accidental Medical Expenses
0 – 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 – 101	HK\$50,000	HK\$50,000	HK\$1,200

* Compensation for Permanent Disablement benefit will be subject to the percentage of disablement of the Insured Person suffered and to be assessed by the insurer. Maximum compensation shall not exceed 150% of the Sum Insured listed above.

including Chinese Bonesetters and/or Acupuncturists and/or Chinese Medical Practitioners expenses, subject to:

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

2. *Additional Benefits*

Benefit Item	Maximum Limit (per person)
Major Burns Benefit	HK\$50,000
Worldwide Emergency Service (Accident only)	Actual Cost
Accidental Daily Hospital Cash	HK\$500 per day (Up to 30 days)
Funeral Expense Benefit (Accident only)	HK\$20,000
Compassionate Death Benefit (Sickness only)	HK\$10,000
Credit Card Protection	HK\$20,000
Comatose Benefit (Accident only)	HK\$500 per week (Up to 52 weeks)
Critical Illness	HK\$20,000
Permanent Scarring of the Face	HK\$25,000
Recruitment Expenses	HK\$20,000
Education Fund	HK\$25,000
Accidental Loss of Sound and Natural Teeth	HK\$1,000 per tooth (Up to HK\$15,000)
Rehabilitation Expenses /Home Renovation	HK\$25,000
Trauma Counselling	HK\$1,500 per visit (Up to HK\$15,000)
Spouse Retraining Benefit	HK\$20,000
Corporate Image Protection	HK\$20,000
Kidnap Benefit	HK\$500 per day (Up to 30 days)
Natural Disaster Protection	HK\$15,000
Political Retreat	HK\$15,000
Psychotherapy Benefit	HK\$1,500 per day per visit (Up to HK\$15,000)

(5) *Exclusions*

The Insurer shall not be liable in respect of Bodily Injury resulting directly or indirectly from:

1. war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in civil commotion;
2. sickness, disease, pregnancy or childbirth;
3. the Insured Person
 - a. committing or attempting to commit suicide or intentionally inflicting self-injury;
 - b. flying or taking part in any other aerial activities except whilst travelling as a passenger in an aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft. (*Remarks: It is extended to cover named Flying Instructor or Aviation Training Centre Instructor performing duty as pilot or aircrew or flight trainer except repair or maintenance of the aircraft, subject to terms and conditions as agreed with the insurer.*);
4. the Insured Person engaging in any sports in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sports;
5. the Insured Person serving on full time active duty in the disciplinary forces, military, naval, air force or other armed service or operation of any country or international authority, whether in time of peace or war;
6. violation or attempted violation of the law or resistance to arrest;

(6) *Claim Procedure*

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

1. arrange for suitable treatment immediately, and notify the parent/guardian of the injured member if he or she is a minor.
2. complete the accident report¹ which is available from headquarter offices and the Association's website (www.scout.org.hk), and send it to the Administration Branch via his/her region/unit within 7 working days. In case of serious accidental injury or death, his/her region/unit must inform the Administration Branch within 3 working days.

(Note 1: 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).)

3. 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).
4. 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 (Address: Room 1012, 10/F, Hong Kong Scout Centre, Scout Path, Austin Road, Kowloon) directly within 1 month. 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.

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