

AIA International Limited

BASIC DEFINITIONS

In this Policy:

“Accident” means an unforeseen and involuntary event that occurs while this Policy is in force.

“Act of Terrorism” refers to an act of any person or group of persons, whether acting alone, on behalf of or in connection with any organization or government, committed for political, religious, ideological, economic, ethnic, nationalistic, racial, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Act of Terrorism also includes any act which is verified or recognized by the relevant government as an act of terrorism.

“Beneficiary” means the person or persons designated in the application form as the beneficiary under this Policy (as may be amended from time to time in accordance with this Policy).

“Certificate of Insurance” means the document headed “Certificate of Insurance” issued by the Company to verify the existence of the Policy and setting out some details thereof.

“Company”, “we”, “us” or “our” refers to AIA International Limited.

“Confinement”, “Confined” or “Confines” means admission of the Insured to a Hospital as an in-patient following the commencement of the Period of Insurance, upon the recommendation of a Registered Medical Practitioner, for a Continuous Physical Stay for Medically Necessary treatment, provided that the duration of such Stay is six (6) hours or more. For the avoidance of doubt, and notwithstanding any other provisions of this Policy, an admission to Hospital will not be, or will cease to be, regarded by the Company as a Confinement for purposes of this Policy where the ensuing Stay on Hospital is not a Continuous Physical Stay as defined.

“Continuous Physical Stay” or “Stay” means the continuous physical presence of the Insured as an in-patient on Hospital premises, without any physical absence or interruption throughout the period commencing from the Insured’s admission to a Hospital until his full and formal Discharge therefrom.

“Covered Running Activity” means running, including cross country running, marathons, road running and trail running, but not including any multi-discipline sport with running as one of the elements.

“Covered Run” means a mass participation organized running competition or event covering a predetermined distance and/or course, including but not limited to charity or sponsored events, that meets all of the following criteria:

- (a) Has a minimum of fifty (50) participants;
- (b) Except in the case of a charity run or sponsored event without registration fee, charges a registration fee of up to Hong Kong Dollars Five Thousand (HK\$5,000) or Macau Pataca Five Thousand (MOP5,000) per participant;
- (c) Is open to the general public, or is organized or sponsored by the Company;
- (d) Wholly takes place within the borders of the same country;
- (e) Covering a distance and/or course equal to or greater than three thousand meters (3,000m);
- (f) Wholly takes place up to an altitude of two thousand meters (2,000m);
- (g) Has paramedic services available on site; and
- (h) Exclusively involves a Covered Running Activity.

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“Covered Running Injury” means an injury as set out and defined herein, provided that such injury was: i) caused or triggered by Accident (except in the case of Cardiac Arrest, Exertional Heat Stroke and Death); and ii) sustained during the Duration of Participation and within the assigned course of a Covered Run:

1. Achilles Tendon Rupture

In the event that surgery is required, it means the first time Diagnosis of complete or partial achilles tendon rupture sustained during the Duration of Participation for which surgical intervention is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of Diagnosis of rupture.

In the event that surgery is not required, it means the first time Diagnosis of Achilles Tendon Rupture sustained during the Duration of Participation by a Registered Medical Practitioner who is an orthopaedic surgeon which is managed by non-surgical methods for a period of more than thirty (30) days.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of Achilles Tendon Rupture must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

In both cases, the following conditions are excluded:

- (a) Acute or chronic tendinopathy, calcaneal bursitis and/or calcaneal apophysitis; and
- (b) Rupture due to pre-existing achilles tendonitis.

2. Bone Fracture

In the event that surgery is required, it means the first time Diagnosis of a bone fracture injury sustained during the Duration of Participation for which open surgery is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon.

In the event that surgery is not required, it means the first time Diagnosis of a bone fracture injury sustained during the Duration of Participation by a Registered Medical Practitioner who is an orthopaedic surgeon which is managed by non-surgical methods.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of bone fracture must be supported by appropriate imaging result; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

In both cases, Bone Fracture covers the following sites and bones only:

Ankle, fibula, tibia, femur, patella, pelvis (ilium, ischium and pubis), vertebra, ribs, sternum, wrist (Scaphoid, trapezium, trapezoid, capitate, hamate, pisiform, triquetrum and lunate), ulna, radius, humerus, scapula, clavicle, facial (mandible, maxilla, inferior nasal concha, lacrimal, nasal, palatine, zygomatic and vomer) and skull

In both cases, the following conditions are excluded:

- (a) Fractures in the presence of underlying condition of osteoporosis, osteomalacia, bone tumours;
- (b) Fractures described in radiologist report as Fatigue, stress, hairline, avulsion/chips or micro-fractures; and
- (c) Fracture at the same site of a prior fracture in previous medical history.

Where both Bone Fracture and Dislocation of Joint are caused by the same Accident occurring during the Duration of Participation of the Insured, only one claim shall be made under this Policy for Bone Fracture.

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3. Cardiac Arrest

Medical emergency sustained during the Duration of Participation with absent or inadequate contraction of the left ventricle of the heart that immediately causes body-wide circulatory failure.

Diagnosis of cardiac arrest must be confirmed by a Registered Medical Practitioner in the appropriate medical specialty or who is a cardiologist.

4. Coma

A state of unconsciousness suffered due to Accident sustained during the Duration of Participation.

The Coma must be confirmed by a Registered Medical Practitioner in the appropriate medical specialty, and supported by evidence of all of the following:

- (a) No response to external stimuli for at least forty-eight (48) hours; and
- (b) Life support measures are necessary to sustain life.

Irrespective of above, coma resulting directly from self-inflicted injury, alcohol or drug misuse is excluded.

5. Death

Loss of life of the Insured during the Duration of Participation.

6. Dislocation of Joint

First time Diagnosis of joint dislocation sustained during Duration of Participation requiring medical management by a Registered Medical Practitioner who is an orthopaedic surgeon where all of the following conditions are met:

- (a) Diagnosis of joint dislocation must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

Dislocation of Joint only covers the following joints:

Spine, hip, knee, wrist, elbow, ankle, shoulder blade

Where both Bone Fracture and Dislocation of Joint are caused by the same Accident occurring during the Duration of Participation of the Insured, only one claim shall be made under this Policy for Bone Fracture.

7. Exertional Heat Stroke

Exertional Heat Stroke as a result of exercise associated episode of syncope or collapse during the Duration of Participation that requires Confinement for a minimum of twenty-four (24) hours which is Medically Necessary.

The Diagnosis must be supported by evidence of all of the following:

- (a) Body temperature is recorded as 105 °F (40.5 °C) or higher;
- (b) Altered mental state with signs of either disorientation, irrational behavior, agitation, confusion, seizure or coma; and
- (c) Diagnosis of exertional heart stroke by a Registered Medical Practitioner.

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8. Hamstring Tear

In the event that surgery is required, it means the first time Diagnosis of a Grade 3 hamstring injury involving a tear of the musculotendinous unit sustained during the Duration of Participation for which surgical intervention is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon, and provided that surgery is actually performed within thirty (30) days of Diagnosis of such tear.

In the event that surgery is not required, it means the first time Diagnosis of a Grade 1 or Grade 2 tear of the musculotendinous unit of the hamstring sustained during the Duration of Participation, which is managed by non-surgical methods for a period of more than thirty (30) days.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of Hamstring Tear must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

In both cases, the following conditions are excluded:

- (a) Acute or chronic tendinopathy; and
- (b) Tear due to pre-existing hamstring injury.

9. Ligament Tear (at Ankle or Knee Joint)

In the event that surgery is required, it means the first time Diagnosis of complete or partial ligament tear of the ankle or knee joint sustained during the Duration of Participation, for which surgical intervention is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of Diagnosis of Ligament Tear.

In the event that surgery is not required, it means the first time Diagnosis of Ligament Tear of ankle or knee joint sustained during the Duration of Participation which is managed by non-surgical methods for a period of more than thirty (30) days.

For purposes of both of the above cases, diagnostic arthroscopy shall not be considered surgery.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of Ligament Tear must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

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10. Patellar Tendon Rupture

In the event that surgery is required, it means the first time Diagnosis of Patellar Tendon Rupture sustained during the Duration of Participation, for which surgical intervention is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of Diagnosis of rupture.

In the event that surgery is not required, it means the first time Diagnosis of Patellar Tendon Rupture sustained during the Duration of Participation by a Registered Medical Practitioner who is an orthopaedic surgeon which is managed by non-surgical methods for a period of more than thirty (30) days.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of Patellar Tendon Rupture must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

In both cases, the following conditions are excluded:

- (a) Acute or chronic tendinopathy; and
- (b) Rupture due to pre-existing patellar tendonitis.

11. Permanent Loss of Limb or Loss of Sight

Irreversible Loss of Sight in at least one (1) eye or loss by severance of at least one (1) limb at or above the wrist or ankle as a result of an Accident during the Duration of Participation, provided that onsite emergency medical treatment is received by the Insured during the Duration of Participation or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

The Loss of Sight must be confirmed by a Registered Medical Practitioner who is an ophthalmologist.

12. Quadriceps Tendon Rupture

In the event that surgery is required, it means first time Diagnosis of complete or partial Quadriceps Tendon Rupture sustained during the Duration of Participation, for which surgical intervention is considered Medically Necessary by a Registered Medical Practitioner who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of Diagnosis of rupture.

In the event that surgery is not required, it means the first time Diagnosis of Quadriceps Tendon Rupture sustained during the Duration of Participation by a Registered Medical Practitioner who is an orthopaedic surgeon which is managed by non-surgical methods for a period of more than thirty (30) days.

In both cases, all of the following conditions must be met:

- (a) Diagnosis of Quadriceps Tendon Rupture must be supported by imaging evidence; and
- (b) Either onsite emergency medical treatment is received by the Insured during the Duration of Participation, or the Insured is Confined or treated for such condition as an Out-Patient within 24 hours immediately following the Duration of Participation.

In both cases, the following conditions are excluded:

- (a) Acute or Chronic tendinopathy;
- (b) Rupture due to pre-existing quadriceps tendonitis; and
- (c) Rupture due to systemic illness.

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“Diagnosis” or **“Diagnosed”** means the definitive Diagnosis made by a Registered Medical Practitioner as defined below, based upon specific condition(s) referred to in the definition of the condition, illness or disease concerned or, in the absence of such specific condition(s), based upon radiological, clinical, histological or laboratory evidence of the relevant condition, illness or disease acceptable to the Company. Such Diagnosis must be supported by the Company’s Medical Director who may base his opinion on the medical evidence submitted by the Insured and / or Owner and / or any additional evidence he may require.

“Discharge” means the departure of the Insured from the Hospital, following finalization of all formal procedures within the Hospital to end the Confinement and billing of outstanding charges for full settlement, with no room or bed retained for the Insured at the Hospital.

“Duration of Participation” means the duration of the Covered Run, starting from the assigned start time and ending when the Insured withdraws from such event or crosses the finish line, including any period during which emergency medical assistance is rendered to the Insured by a paramedic or Registered Medical Practitioner immediately after the Insured withdraws or crosses the finish line, but excluding any period before the Covered Run begins or any time spent waiting for or attending events held following the Covered Run (e.g. award ceremony).

“Hospital” means a lawfully operated institution licensed as a hospital for the care and treatment of injured or ill persons which provides facilities for Diagnosis, major surgery and 24-hour nursing service and is not primarily a rest or convalescent home, or similar establishment or, other than incidentally, a place for treatment of alcoholics or drug addicts.

“Insured” means the person as shown on the Certificate of Insurance as the “Insured”.

“Date of Issue” means the date on which the Policy was issued and is shown on the Certificate of Insurance. For the avoidance of doubt, the Date of Issue is not necessarily the date on which the Policy comes into force, which is determined with reference to the Period of Insurance.

“Issuing Office” means: (a) where this Policy is issued in Hong Kong, AIA International Limited in Hong Kong at the address shown on the Certificate of Insurance; (b) where this Policy is issued in Macau, AIA International Limited in Macau at the address shown on the Certificate of Insurance; or (c) such other address (if any) as we may notify you in writing from time to time.

“Loss of Limb” means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

“Loss of Sight” means the entire and irrecoverable loss of sight.

“Loss of Toe or Finger” means either loss by physical severance of a toe or finger at or above metacarpophalangeal joint.

“Medically Necessary” is a medical service, procedure or supply, when in the Company's opinion, is (a) consistent with generally accepted professional standards of medical practice; (b) is required to establish a Diagnosis and to provide treatment; and (c) which cannot be safely delivered in a lower level of medical care. Experimental, screening and preventive services or supplies are not considered medically necessary.

“Owner”, “You” or **“Your”** means the person who owns this Policy and is shown on the Certificate of Insurance as the “Owner”.

“Out-Patient” refers to medical or surgical services provided in connection with treatment for a Covered Running Injury given in the out-patient department or emergency treatment room of a Hospital (as the case may be) where the Insured has not been Confined. For the avoidance of doubt, treatment for a Covered Running Injury given in a private medical clinic is not covered under this Policy.

“Paralysis” means complete and permanent loss of use of both arms or both legs, or one (1) arm and one (1) leg.

“Period of Insurance” means the period of time during which this Policy is in force, and is specified in the Certificate of Insurance.

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“Policy” consists of application of this Policy, including the application forms, any subsequent amendments, declarations and statements duly made by the Owner and/or the Insured, this policy document, the Certificate of Insurance and any endorsement issued by the Company.

“Registered Medical Practitioner” means any person qualified by degree in and licensed to practice western medicine who is legally authorized in the geographical area of his practice to render medical or surgical services, but excluding a Registered Medical Practitioner who is the Insured himself, an insurance agent, business partner(s) or employer / employee of the Insured or a member of the Insured’s immediate family, the Owner or any person related in similar fashion to the Owner.

“Schedule of Benefits” means the Schedule of Benefits appended to this Policy.

“Sum Assured” means the amount shown on the Schedule of Benefits as the “Sum Assured”, as amended by any subsequent increase or decrease in cover for any reason whatsoever.

“War” means war, whether declared or not, civil or foreign, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL INTERPRETATION AND APPLICATION

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa.

Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy.

Schedules to this Policy form part of this Policy.

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BENEFIT PROVISIONS

1. RUNNING INJURY BENEFIT

While this Policy is in force, if the Insured sustains any of the following losses solely and directly due to a Covered Running Injury, subject to the provisions, conditions and limitations contained herein or which may be endorsed hereinafter, the Company shall pay a Running Injury Benefit amount equal to the benefit amount or the percentage of the Sum Assured corresponding to the relevant loss as shown below:

Schedule of Benefits

	Benefit Amount / % of Sum Assured	
(a) Death	100%	
(b) Cardiac Arrest	100%	
(c) Coma	100%	
(d) Permanent Loss of Limb or Loss of Sight	100%	
(e) Exertional Heat Stroke	HK\$/MOP 10,000	
	<u>With surgery</u>	<u>Without surgery</u>
(f) Achilles Tendon Rupture	10%	HK\$/MOP 5,000
(g) Hamstring Tear	10%	HK\$/MOP 5,000
(h) Ligament Tear (at Ankle or Knee Joint)	10%	HK\$/MOP 5,000
(i) Patellar Tendon Rupture	10%	HK\$/MOP 5,000
(j) Quadriceps Tendon Rupture	10%	HK\$/MOP 5,000
(k) Bone Fracture at one, some or all of the following sites: Ankle, fibula, tibia, femur, patella, pelvis, vertebra, ribs, sternum, wrist, ulna, radius, humerus, scapula, clavicle, facial and skull	5%	HK\$/MOP 5,000
(l) Dislocation of Joint at one, some or all of the following sites: Spine, hip, knee, wrist, elbow, ankle, shoulder blade	HK\$/MOP 3,000	HK\$/MOP 3,000

For purposes of items (f) to (l) referred to in the above Schedule of Benefits, the “with surgery” benefit amount or percentage of Sum Assured applies only if there is actual undergoing of surgical repair of the related Covered Running Injury while the Insured is Confined in Hospital, failing which only the “without surgery” benefit amount or percentage of Sum Assured will apply.

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2. WILD NATURE BENEFIT

While this Policy is in force, if the Insured suffers any of the following losses solely and directly due to an Accident occurring during a Covered Run which involves an unprovoked attack by wild boar, porcupine, dog, snake, cattle or monkey, the Company shall pay a Wild Nature Benefit amount equal to the benefit amount or the percentage of the Sum Assured corresponding to the relevant loss as shown below:

Schedule of Benefits

	Benefit Amount / % of Sum Assured
(a) Paralysis	100%
(b) Loss of Toe or Finger	10%
(c) Other injury requiring Confinement in a Hospital or Out-Patient treatment	HK\$/MOP 2,000

3. In the event that the Insured sustains more than one (1) covered loss (whether pursuant to Clause 1 and/or Clause 2 herein) within the same Duration of Participation of a Covered Run, no indemnity shall be paid for more than one (1) of the losses, and the loss indemnified shall be that for which the largest benefit amount is payable as determined by the Company under Clause 1 or Clause 2 herein.
4. Regardless of the number of Accidents and covered losses sustained by the Insured, the total maximum liability of the Company under this Policy shall not exceed 100% of the Sum Assured.

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EXCLUSIONS

This Policy shall not apply to any event or loss caused directly or indirectly, wholly or partly by any of the following:

- (a) War, declared or undeclared, or revolution;
- (b) violation or attempted violation of the law or resistance to arrest;
- (c) suicide or attempted suicide or self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or is sustained whilst the Insured is in a state of insanity;
- (d) ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an Accidental cut or wound);
- (e) Accident occurring while or because the Insured is under the influence of alcohol or any non-prescribed drug;
- (f) pregnancy or any complications;
- (g) routine health checks, any investigation(s) not directly related to admission, Diagnosis, illness or covered injury, or any treatment or investigation which is not Medically Necessary, or convalescence, custodian or rest care, or any treatment or investigation which is not consistent in accordance with standards of good medical practice ;
- (h) Participation by the Insured in a Covered Running Activity while this Policy is in force against medical advice previously given by a registered practitioner of western medicine or Chinese medicine, a physiotherapist or a chiropractor (including advice given up to six (6) months prior to the date of application for this Policy);
- (i) violation by the Insured of any of the official rules of a Covered Run including but not limited to (i) not following the instructions of run or event officials; (ii) leaving the official course route (except where the Insured has deviated from the course due to inadvertence or conditions created by a natural disaster (e.g. flooding, landslide) in which case coverage may be provided in the sole discretion of the Company); (iii) non-use or misuse of all appropriate clothing and/or safety equipment relevant to the Covered Running Activity; or (iv) running with the whole part of the face covered;
- (j) participation by the Insured in any event that is not a Covered Run;
- (k) any losses arising from an Act of Terrorism;
- (l) any pre-existing physical impairment; or
- (m) parkour, free running, sedan chair running, backward running, steeplechase, multi-discipline sports (e.g. triathlon), events featuring man-made obstacles (e.g. man-made mud pits, man-made slippery slopes, wall climbs, tunnel crawls, or other similar man-made obstacles).

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CLAIMS PROCEDURES

1. NOTICE OF CLAIM

Subject to applicable law, written notice of claim must be given to the Company within thirty (30) days after the date of loss, and in the event of death, immediate notice in writing must be given to the Company. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

2. PROOF OF CLAIM

The Company, upon receipt of such notice of claim, shall furnish to the claimant forms for filing proof of loss, which must be fully and truthfully completed by the claimant and by such other person as we may reasonably require. If the forms are not furnished within fifteen (15) days, the claimant, by submitting written proof covering the occurrence, character and extent of the loss for which the claim is made, shall be deemed to have complied with the requirement of this provision.

Proof of loss includes the following which must be submitted to our Issuing Office:

- (i) this Policy document;
- (ii) proof of participation, including but not limited to evidence of payment of a registration fee for the Covered Run(s); and
- (iii) any other information which we may reasonably require to consider the claim.

In addition, in the event of death of the Insured, proof of loss includes the following, which must be submitted to our Issuing Office:

- (i) certified true copies of documentary proof of the date of death of the Insured;
- (ii) evidence of entitlement to receive payment of the proceeds under this Policy; and
- (iii) any other information which we may reasonably require to consider the claim.

We require proof of loss to our satisfaction before making any payment of the related benefit(s) under the BENEFIT PROVISIONS of the Policy.

3. TIME FOR FILING PROOF OF CLAIM

Affirmative proof of loss must be furnished to the Company within ninety (90) days after the date of loss for which claim is made.

4. MEDICAL EXAMINATION

The Company shall have the right to require any additional proof and request medical examination(s) of the Insured when and as often as it may reasonably require during the period when the claim is pending. In case of death, the Company may require, if appropriate and legally allowable, an autopsy.

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GENERAL PROVISIONS

1. THE POLICY CONTRACT

This Policy is made in consideration of your application and payment of the required premium as shown on the Certificate of Insurance. The Policy, application for it and any attached endorsements, constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement or rider duly signed by our duly authorized officer.

2. CURRENCY AND PLACE OF PAYMENT

All amounts payable under this Policy either to or by us shall be made in the currency shown on the Certificate of Insurance provided that we shall have the absolute discretion to accept payment in another currency. All amounts due from us will be payable by our Issuing Office.

3. RENEWAL

This Policy shall not be renewed or extended.

4. MISSTATEMENT OF AGE AND/OR SEX

All ages referred to in this Policy shall be the age of the Insured's last birthday. Where the age and/or sex of the Insured has been misstated, the following rules shall apply:

- (a) if the premium paid as a result thereof is insufficient, any amount payable subject to the maximum limits provided under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year;
- (b) any excess premium paid as a result thereof, shall be refunded without interest; and
- (c) if it is found that at the correct age the Insured is not insurable under this Policy pursuant to the Company's underwriting rules, the Policy shall be void and no benefits shall be payable.

5. LIMITATIONS OF TIME FOR BRINGING SUIT

Subject to applicable law, any action at law or in equity to recover on this Policy shall only be brought within two (2) years from the date of the Company's final decision in respect of any claim herein.

6. NO THIRD PARTY RIGHTS

A person who is not a party to this Policy (including but not limited to the Insured or the Beneficiary) has no right to enforce any of the terms of this Policy.

7. TERMINATION

This Policy shall automatically terminate on the earliest of the following:

- (a) the death of the Insured;
- (b) the date of cancellation of this Policy in accordance with Clause 9 of the GENERAL PROVISIONS;
- (c) the end of the Period of Insurance as shown on the Certificate of Insurance; and
- (d) the date on which payment of any benefit under Clause 1 or Clause 2 of the BENEFIT PROVISIONS results in the total benefit amount(s) paid under the Policy reaching one hundred percent (100%) of the Sum Assured.

Termination of this Policy shall be without prejudice to any claim arising prior to such termination.

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8. MODIFICATIONS

No variation to this Policy (or any waiver of any term or condition of the Policy) will be binding unless evidenced by an endorsement signed by our duly authorized officer.

9. CANCELLATION

The Company reserves the absolute right to cancel this Policy at any time by giving a written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of the notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be considered the end of the Policy period. The unearned portion of the premium at the time of cancellation shall be refunded.

10. OTHER INSURANCE POLICY

If the Insured is covered under more than one (1) Runner Guard policy underwritten by the Company for losses arising from the same Covered Run, only the Runner Guard policy with the greatest amount of indemnity payable for the relevant covered losses will apply.

11. CONFORMITY WITH LAW

Any provision of the Policy which on the date of commencement of the Period of Insurance is in conflict with the laws of the country or place in which this Policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such laws and shall not affect this Policy which shall remain in full force and effect.

12. NON-PARTICIPATING

This Policy shall not share in the surplus earnings of the Company.

13. GOVERNING LAW AND JURISDICTION

This Policy is governed by and shall be construed in accordance with the laws of such place where this Policy is issued (being Hong Kong or Macau, as the case may be). The courts of such place shall have non-exclusive jurisdiction to consider and determine any dispute or proceedings arising out of or in connection with this Policy.

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OWNERSHIP PROVISIONS

1. THE OWNER

The Owner is the only person entitled to exercise any right or privilege provided under the Policy.

2. PAYMENT OF BENEFITS

During the lifetime of the Insured, all benefits payable under the Policy will be paid to the Owner if the Owner is alive. If the Insured dies, unless otherwise provided under applicable law, any death benefit payable under the Policy will be paid to the Beneficiary. If no Beneficiary survives the Insured, the death benefit and all other benefits, if any, will be paid to the Owner if the Owner is alive, otherwise to the Owner's estate.

3. CHANGE OF BENEFICIARY

While your Policy is in force and to the extent permitted by law, you may change the designated Beneficiary by sending a written notice to us on our Company's prescribed form unless the previous designation specifies otherwise. A change of Beneficiary will not be valid unless:

- (a) such change has been confirmed by our Issuing Office in writing;
- (b) both you and the Insured are alive at the date of such confirmation; and
- (c) such change is evidenced by an endorsement issued by us.

We are not responsible for any written notice of a change of Beneficiary received by us pending issue of an endorsement.

4. FULL DISCHARGE

Upon the death of the Insured, all benefits to be payable under the Policy shall be paid to the Beneficiary or the Owner or the Owner's estate (or the Owner's personal representative (if applicable)) and any such payment shall be deemed a good discharge of the Company's obligations under the Policy.

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