

Personal Accident Insurance

Declarations for Personal Accident Insurance Plan

I/We declare that the statements and particulars given hereon are to the best of my/our knowledge and belief, true and complete. I/We agree that the basis of this contract will be the Personal Accident Insurance Plan Policy and cover will be effective as specified once the proposal is accepted by QBE General Insurance (Hong Kong) Limited. I/We further declare that:

1. I and all other insured person(s) am/are in good health and free from physical or mental impairment or deformity.
2. I and all other insured person(s) am/are not engaging in disciplinary forces, manual labour or any occupations with special risks.
3. I/We have not withheld any material facts* (i.e. facts relevant to an insurer's decision whether or not to provide coverage) from QBE General Insurance (Hong Kong) Limited and that if any material facts shall have been withheld or not truly or fairly stated, this insurance policy shall be null and void.
4. I/We have never been declined on any new application, renewal or imposed special terms and conditions on any personal accident insurance.
5. I/We acknowledge and agree that
 - i) the personal data and information with respect to me/us which are provided by me/us in my/our application may be held, used, processed or disclosed to such parties for the purposes as set out in the section "Insurance Services (mandatory)" in the QBE General Insurance (Hong Kong) Limited's Personal Information Collection Statement ("Notice"); and
 - ii) as per my / our consent given through the "Declaration, Terms & Conditions and Personal Information Collection Statement", the Marketing Personal Data may be held, used, process and disclosed to such parties for the purpose as set out in the section "Direct Marketing of Products and Services" in the Notice.
6. I/We acknowledge and understand that laws and regulations of some jurisdictions outside Hong Kong may impose certain restrictions and/or requirements when their residents or citizens purchase insurance policy issued by foreign insurance companies and to the best of my knowledge have to inform both Hang Seng Bank Limited and QBE General Insurance (Hong Kong) Limited if the law of my/our country has any restrictions and/or requirements and/or prohibition.
7. I/We acknowledge and understand that both Hang Seng Bank Limited and QBE General Insurance (Hong Kong) Limited will not accept this application and I/We are not eligible to make this application if I/we and/or the proposed insured is/are under any restrictions and/or requirements and both Hang Seng Bank Limited and QBE General Insurance (Hong Kong) Limited relies on my/our declaration provided below as evidence of my/our eligibility to make this application. If the information I/we provided in the declaration is incorrect and/or untrue which renders the arrangements contemplated under the application and the insurance policy to become illegal, invalid or ineffective, I/we acknowledge and understand that QBE General Insurance (Hong Kong) Limited shall be entitled to terminate the application with a refund of the premium paid, and QBE General Insurance (Hong Kong) Limited shall be entitled to cancel the insurance policy even after it has been issued, both Hang Seng Bank Limited and QBE General Insurance (Hong Kong) Limited shall not be liable to any losses or damages I/we may suffer arising therefrom or in connection therewith.

8. I/We acknowledge and understand that Hang Seng Bank Limited as agent shall not accept insurance application(s) from customer(s) with correspondence or residential address(ies) in Japan. Hang Seng Bank Limited shall have the right in accordance with the related guideline from regulators and relevant regulations to reject all insurance applications accepted retrospectively and to cease acting as agent accordingly.
9. Both Hang Seng Bank Limited and QBE General Insurance (Hong Kong) Limited provide no assurance that the application, the insurance policy and the arrangements contemplated hereunder are in compliance with the laws and regulations of the jurisdictions outside Hong Kong and disclaims any liability in whatsoever losses I/We may suffer or incur arising out of the restrictions and/or requirements.
10. I / We acknowledge and agree that “Personal Accident Insurance Plan” (Plan) is underwritten by QBE General Insurance (Hong Kong) Limited which is authorised and regulated in Hong Kong by the Insurance Authority. Hang Seng Bank Limited (“Hang Seng Bank”) is an insurance agent authorised by QBE General Insurance (Hong Kong) Limited for the distribution of this Plan. Premiums will be payable to QBE General Insurance (Hong Kong) Limited upon enrolment of this Plan. QBE General Insurance (Hong Kong) Limited would provide Hang Seng Bank commission and performance bonus as remuneration for distribution of this Plan. The existing staff remuneration policy on sales offered by Hang Seng Bank takes into account various aspects of the staff performance instead of focusing solely on the sales amount.
11. In respect of an eligible dispute arising between the Hang Seng Bank Limited and the customer out of the selling process or processing of the related transaction, Hang Seng Bank Limited is required to enter into a Financial Dispute Resolution Scheme process with the customer; however any dispute over the contractual terms of the product should be resolved directly between QBE General Insurance (Hong Kong) Limited and the customer.

*Note : If you are in doubt as to whether or not particular information or facts are material, please contact QBE General Insurance (Hong Kong) Limited Customer Service Hotline during office hours.

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