

GOGOX 集團人身意外保險 總保單

GOGOX 集團人身意外保險（本「總保單」或「保單」）是由安盛保險有限公司（「AXA 安盛」、「承保公司」或「我們」）承保並簽發予 GoGo Tech Limited（「GOGOX」或「保單持有人」），公司註冊編號為 1922923 的團體保險合約。合約包括：

- 本保單文件；
- 任何批單；
- GOGOX 提供構成合約基礎的任何聲明及任何其他資料。

總保單編號： Z2663692

保單生效日： 2023 年 10 月 1 日

保單有效期： 由 2023 年 10 月 1 日至 2024 年 9 月 30 日（「保單年度」）

承保公司： 安盛保險有限公司

保單持有人： GoGo Tech Limited

受保人： 在保單有效期內由 GOGOX 指定的 GOGOX 司機

受保工作： 工作是指在香港特別行政區履行 GOGOX 訂單，即在適用於受保人的受保期內，該受保人處理通過使用保單持有人平台配對的訂單（定義見載於網站 www.gogox.com 或 AXA 安盛同意的任何其他網站之 GOGOX 條款及細則）。

工作從指定 GOGOX 司機接收指示並開始遞送服務開始，直至：

- 1) 完成該項訂單；或
- 2) 受保人已經或應該已經收到交易完成的確認（包括任何取消及未完成的訂單）時結束

資格： 受保人必須符合下列所有條件，才可受本總保單所保障：

- 1) 18-70 歲；及
- 2) 指定 GOGOX 司機；及
- 3) 持有香港身份證

保障生效日： 適用於受保人的保障生效日為（以較後者為準）：

- 1) 保單有效期的首日；或
- 2) 受保人最近一次成為指定 GOGOX 司機後的下一個保單週月日；

例如，若受保人在 2023 年 7 月 1 日成為指定 GOGOX 司機，則保障生效日為 2023 年 10 月 1 日。若受保人在 2023 年 11 月 15 日成為指定 GOGOX 司機，則保障生效日為 2023 年 12 月 1 日。

受保期： 就受保人而言，是指一個從適用於該受保人的保障生效日開始，直至該受保人的保障終止日為止的期間。

受保人保障終止： 在下列任何一種情況下（以較早者為準），受保人的保障立即終止：

- 保單被終止或到期；或
- 自受保人 70 歲生日當天或緊隨其後的保單週年日起；或
- 受保人不再是指定 GOGOX 司機；或
- 受保人姓名不再存在於受保人名單的保單週月日起；或
- 保單持有人書面通知 AXA 安盛取消受保人保險；或
- 受保人的保障額已獲全數賠付。

保單條款及細則

第 1 部份－定義

下列詞彙在本保單內具有特別涵義。

| | |
|-------------|---|
| 意外 | 一件不可預見及偶然發生的事件。 |
| 日常活動 | 在毋須他人協助的情況下進食、穿衣、沐浴、如廁及上落床。 |
| 指定 GOGOX 司機 | 與保單持有人有效註冊為物流夥伴（定義見載於網站 www.gogox.com 或 AXA 安盛同意的任何其他網站之 GOGOX 條款及細則），並由保單持有人指定的指定司機。 |
| 傷殘 | 列於意外身故及永久傷殘賠償表內的任何一項或多項傷殘情況（包括意外身故），而有關傷殘情況必須因受保人受傷而導致。 |
| 受傷 | 完全及直接因意外對受保人造成的人身傷害，但不包括任何疾病或自然發生的醫學情況或退化過程。 |
| 受保人／司機 | 必須符合下列所有條件，才可受本總保單所保障： 1) 18-70 歲；及 2) 在保單有效期內由 GOGOX 指定的 GOGOX 司機；及 3) 持有香港身份證 |
| 喪失聽力 | 永久喪失聽力而無法痊癒，令受保人雙耳完全喪失聽力並不能透過手術或其他治療方式恢復聽力。 |
| 肢體 | 指手部或腳部。 |
| 失去肢體 | 在手腕或足踝關節或其以上位置或整個手部、臂部、腳部或腿部完全及永久切斷。 |
| 失明 | 一隻眼睛完全喪失視力而無法痊癒，致使受保人該隻眼睛在不能以手術或其他治療補救的情況下完全失明。 |
| 喪失語言能力 | 無法發出語言的四種聲音（例如唇音、牙槽唇音、硬顎音及軟顎音）之中的任何三種，或完全失去聲帶，或控制語言的腦區受損而導致失語症，致使受保人在不能以手術或其他治療補救的情況下完全喪失語言能力。 |
| 喪失使用功能 | 指永久完全喪失功能就如完全喪肢及喪失器官相同。 |
| 工作 | 工作是指在香港特別行政區履行 GOGOX 訂單，即在適用於受保人的受保期內，該受保人處理通過使用保單持有人平台配對的訂單（定義見載於網站 www.gogox.com 或 AXA 安盛同意的任何其他網站之 GOGOX 條款及細則）。工作從指定 GOGOX 司機接收指示並開始遞送服務開始，直至： 1) 完成該項訂單；或 2) 受保人已經或應該已經收到交易完成的確認（包括任何取消及未完成的訂單）時結束。 |

| | |
|--------|--|
| 大流行疫症 | 經由世界衛生組織定義及宣佈的大流行疫症。 |
| 癱瘓 | 四肢癱瘓、完全及永久喪失功能。 |
| 受保期 | 就受保人而言，是指一個從適用於該受保人的保障生效日開始，直至該受保人的保障終止日為止的期間。 |
| 永久 | 由意外發生當日起計連續 12 個月，於此段時間屆滿時，受傷情況並無改善跡象。 |
| 永久完全傷殘 | 由於受傷緣故，並且於發生意外當日起計連續 12 個月內，受保人完全及永久傷殘，而且無法從事或履行任何業務或工作。若受保人在受傷時並無受僱從事工作或職業，「永久完全傷殘」是指受保人無法如其他年齡相若及性別相同的人士般在日常生活進行其所有日常活動，惟有關傷殘情況必須已經連續持續 12 個月，並由醫生證明受保人將會在其餘生繼續永久完全傷殘。 |
| 保單週月日 | 於保單生效日後，在保單有效期間內每月與保單生效日同日的日期，即是保單每月 1 日（這是基於保單生效日期自 2023 年 10 月 1 日開始）。 |
| 醫生 | 獲取醫療執照／註冊學位資格及正式獲發牌照或註冊執業行醫的西醫，並於其執業地區提供其獲發牌照及其所接受的訓練範圍以內的治療（純粹為治癒或減輕傷患而進行的手術或醫療程序），但不包括受保人本人或受保人的親屬。 |
| 我們／我們的 | 安盛保險有限公司。 |
| 保險業條例 | 指保險業條例（香港法例第 41 章）。 |

第 2 部份 — 承保範圍表

以下概述保障及其投保額。有關各項賠償如何支付的詳情，請參閱第 3 部分的保障內容。

| 保障 | 每個保單有效期內每名受保人投保額 (港元) |
|---------------------|--------------------------|
| 第 1 節 — 人身意外 | |
| 此項限額 | 300,000 |
| 1.1 意外死亡 | 300,000 |
| 1.2 永久傷殘 | 300,000 |

第 3 部份 — 保單條款及細則

第 1 節 — 人身意外保障

保障 A – 意外死亡

若受保人在工作期間因意外引致受傷，並在意外發生當日起計連續 12 個月內直接導致死亡，而與任何其他因由無關，我們將支付以下意外死亡及永久傷殘賠償表或隨後在批單上所示的賠償額。

保障 B – 永久傷殘

若受保人在工作期間因意外引致受傷，在意外發生當日起計連續 12 個月內直接導致以下意外死亡及永久傷殘賠償表所述（完全或局部）傷殘，而與任何其他因由無關，我們將支付以下意外死亡及永久傷殘賠償表或隨後在批單上所示的賠償額。

意外死亡及永久傷殘賠償表

| 傷殘 | 賠償 (投保額百分率) |
|---------------------------------|----------------|
| 1. 意外死亡 | 100% |
| 2. 永久傷殘 | |
| 2.1. 永久完全傷殘 | 100% |
| 2.2. 癱瘓 | 100% |
| 2.3. 失去一條或以上肢體或永久完全喪失其使用功能 | 100% |
| 2.4. 一隻或兩隻眼睛永久失明 | 100% |
| 2.5. 語言能力及雙耳聽力 | 100% |
| 2.6. 永久喪失聽力： | |
| (a) 雙耳 | 75% |
| (b) 單耳 | 15% |
| 2.7. 永久喪失語言能力 | 50% |
| 2.8. 失去一隻手的四隻手指及大拇指或永久完全喪失其使用功能 | 70% |
| 2.9. 失去一隻手的四隻手指或永久完全喪失其使用功能 | 30% |
| 2.10. 失去一隻大拇指或永久完全喪失其使用功能 | 30% |
| 2.11. 失去一隻手指或永久完全喪失其使用功能 | |
| (a) 三節指骨 | 10% |
| (b) 兩節指骨 | 7.5% |
| (c) 一節指骨 | 5% |
| 2.12. 失去任何一腳的腳趾或永久完全喪失其使用功能 | |
| (a) 一腳之所有腳趾 | 15% |
| (b) 任何一腳之大趾的兩節指骨 | 5% |
| (c) 任何一腳之大趾的一節指骨 | 3% |
| 總保障額（所有受保人於保單有效期內根據本保單傷殘項目 1-2） | 25,000,000 港元 |

一般條款

- 若因同一宗意外而導致超過一項傷殘事故，支付給受保人的賠償總額將不會超過 300,000 港元。
- 若我們已根據保障 B – 永久傷殘作出賠償，而保障 A – 意外死亡是在隨後的連續十二 (12) 個月內發生，我們將支付保障 B – 永久傷殘已付賠償與保障 A – 意外死亡應付賠償之間的差額（如有）。
- 若支付給受保人的賠償總額等同 300,000 港元，我們將不會再就同一名受保人其後受傷時根據本保單支付賠償。若支付給受保人的賠償總額少於 300,000 港元，列於意外死亡及永久傷殘賠償表內適用於該名受保人的賠償總額須減少至仍未繳付的投保額。我們於每個保單年度為一名受保人就整個第 1 部份的所有索償作出的最高賠償額為 300,000 港元。我們於每個保單年度為所有受保人就整個第 1 部份的所有索償作出的最高賠償額為 25,000,000 港元。
- 當受保人在遭受本保單保障的受傷之前一肢或一個器官已喪失部份功能或部份傷殘，而該肢或器官因有關受傷而完全喪失功能或完全傷殘，我們有絕對酌情權根據因有關受傷而導致的傷殘程度決定應支付的賠償額的百分率。若受保人在遭遇有關受傷而喪失或永久完全喪失一肢或一個器官的使用功能之前，該肢或器官已經完全喪失功能或完全傷殘，我們不會就此支付賠償。
- 若受保人為左撇子，根據意外死亡及永久傷殘賠償表的傷殘項目 2.8 至 2.12（首尾兩項包括在內）應支付的「右手」及「左手」的賠償金額須對調。

6. 若受保人失去單肢及同一肢的一隻或多隻腳趾或一隻或多隻手指，或單肢及同一肢的一隻或多隻腳趾或一隻或多隻手指永久完全喪失使用功能，因而導致我們須根據意外死亡及永久傷殘賠償表支付賠償，受保人將只能獲支付意外死亡及永久傷殘賠償表內有關「失去或永久完全喪失一肢的使用功能」的賠償。

第4部份 – 一般條款

1. 遵守條款

下列一般條款適用於整份保單：為了獲得保單的全面保障，保單持有人必須遵守下列一般條款。假如保單持有人不遵守有關條款，我們可取消保單或拒絕受理索償。

2. 整份保單

本保單與承保表或隨後的批單應一併閱覽，並視為一份完整合約。載於本保單或承保表或隨後的批單的任何部份而附特定涵義的任何詞彙或字句，於整份文件中均具有相同的特定涵義。本保單的任何修訂或更改必須經由我們書面批准，並以附加於或將附加於本保單作為其一部份的批單證明，方為有效，有關批單必須經由我們正式授權的授權人簽署。

3. 通知 AXA 安盛

在下列情況下，

- (a) 受本保單保障的受保人的職業如有改變及／或保單持有人的業務性質如有改變，保單持有人須於合理時間內向我們發出書面通知（如須繳付任何額外保費，我們將會通知保單持有人）。
- (b) 在本保單每次續保之前，保單持有人如發現或知悉受保人患上任何疾病或病症或身體出現任何毛病或虛弱情況，須向我們發出書面通知。

4. 索償

若有任何意外導致受保人受傷，並可能引起索償，保單持有人或受保人必須

- (a) 在任何損失發生後的 30 天內向我們發出書面通知 ([索償表格](#))，並附上發生意外和受傷的詳情；
- (b) 立刻將任何法庭頒發的令狀或傳票送交我們及盡快將任何信件、申索、或其他文件送交我們；
- (c) 立刻通知我們任何即將提出的檢控、研訊或死因研訊；
- (d) 確保保單持有人或受保人或受保人的家屬在發生任何意外或受傷後盡快取得並遵守適當的醫療及手術建議；
- (e) 向我們提供我們合理要求提供的所有報告、證明書、資料及其他文件，有關費用須由索償人或代表索償人的任何人士支付。

我們有權要求

- (a) 就非致命的受傷事件，由我們委派醫療諮詢人進行檢查；
- (b) 就死亡事件，進行屍體檢驗。

5. 賠償付款

- (a) 除非受保人已按 AXA 安盛接受的方式以書面向本公司指明其他人士，否則本保單的賠償須支付予受保人。保障 A— 意外死亡將支付予受保人的遺產。保障 B— 永久傷殘將支付予受保人。
- (b) 任何由上述第 5(a) 段註明的人士向我們發出的收據，均被視為 AXA 安盛最終和完全履行所有法律責任。

6. 重複保障

在保單有效期內，若我們簽發保障受保人的保險超過一份（所有實際上由任何公司、團體或組織付款為受保人投保的團體保險除外），我們就有關損失負責賠償的最高金額將為保障範圍最大的保險或保單內所訂的金額。

7. 遵守條款

保單持有人、受保人或其任何代表適當地遵循及履行本保單內所有有關保單持有人、受保人或其任何代表應進行或遵從的條款及細則，為我們根據本保單履行任何付款責任的先決條件。

8. 錯誤陳述或欺詐行為

倘若受保人或保單持有人在投保申請或任何索償中作出任何虛假陳述，我們有權拒絕履行本保單的責任。

9. 代位權

AXA 安盛有權以受保人的名義，對可能須就引致根據本保單提出索償的事故負上責任的第三者提出訴訟，有關費用將由 AXA 安盛承擔。

10. 合約（第三者權利）條例

任何不是本保單一方當事人的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。謹此同意受保人不是本保單的一方當事人。本保單的一方當事人僅為保單持有人及安盛保險有限公司。

11. 聲明、保證及承諾

若保單持有人向承保公司轉移有關受保人的任何個人資料，保單持有人謹此聲明、保證及承諾其已獲受保人正式授權代表其行事。保單持有人同意，當任何索償人根據本保單向承保公司提出任何索償時，承保公司可直接向索償人發出通知並處理索償，而承保公司毋須就此向保單持有人發出通知。

12. 詮釋

在詮釋本保單時，除非文義另有所指，否則單數的詞彙亦包括眾數，反之亦然，而表達性別的詞彙則包括所有性別。

13. 監管合規

GOGOX 須遵守與向受保司機提供本保單項下團體保險相關的所有監管要求和限制，包括但不限於：

- (a) 當 GOGOX 介紹其產品／服務及／或本保單項下的保險範圍時，GOGOX 及其員工不得進行保險業條例第 3A(a)、3A(b)和 3A(c)條所界定的任何受監管活動。
- (b) GOGOX 作為本保單的保單持有人，須承擔本保單的全部保費。
- (c) AXA 安盛是承保和簽發本保單的承保公司。AXA 安盛對 GOGOX 如何向受保人發放及／或分配本保單項下的保障範圍，概不承擔任何責任。
- (d) GOGOX 在向 AXA 安盛披露及／或轉移有關受保人的個人資料以用於核實其承保資格；行政管理、維護、管理和運作本總保單；以及在法律要求或允許下披露及／或轉移該等個人資料，應事先獲得受保人的書面同意。GOGOX 須按 AXA 安盛要求，提交令 AXA 安盛滿意的證據，以證明 GOGOX 已獲得受保人的相關同意。

14. 準據法律及仲裁

- (a) 本總保單須受香港特區法律規限並根據香港特區法律詮釋，而因本總保單引起的任何爭議或分歧必須根據香港特區法律解決。
- (b) 因本總保單引起或與之相關的任何爭議、糾紛、分歧或賠償（包括本總保單的存在、有效性、詮釋、履行、違反或終止，或因本總保單引起或與之相關的任何有關非合約性責任的爭議）須提交香港國際仲裁中心按照在提交仲裁通知時有效的香港國際仲裁中心規則進行仲裁，並由香港國際仲裁中心作最終決定。
- (c) 本仲裁條款適用的法律為香港法。仲裁地為香港。
- (d) 仲裁員人數須為一名，並由香港國際仲裁中心委任。仲裁程序須以英語進行。
- (e) 如 AXA 安盛就根據本保單提出的索償向 GOGOX 及／或受保人表明不承擔責任，而該索償並未在上述不承擔責任的聲明後 12 個公曆月內根據本保單規定提交仲裁，則就各方面而言，該索償當作已被放棄，以後不得根據本保單作出追討。
- (f) AXA 安盛毋須就香港以外的法院宣告或從香港以外的法院取得的任何判決負上責任。再者，本保單的彌償並不適用於為強制執行於其他地方取得的判決而在香港取得的判決或命令。

第 5 部份 — 一般不受保項目

1. 下列一般不受保項目適用於整份保單。若索償是由下列任何不受保項目直接或間接引致，我們將不會作出賠償：

- (a) 受保人的任何不法行為；或其故意令自己身處險境（試圖拯救他人生命除外）、故意自殘、自殺或企圖自殺（無論是在神智正常或精神錯亂下）；
- (b) 生病或患病；
- (c) 任何已存在的病狀，包括但不限於身體或精神缺陷、疾病或衰弱、細菌、病毒感染（因意外割傷或傷口造成的感染除外）；
- (d) 醫療或手術治療，除非是因本保單範圍內的受傷而必需進行此類治療；
- (e) 與為美容目的而進行的整容手術相關的治療，即使是因燒傷而進行治療；
- (f) 性病或精神錯亂、感染愛滋病（後天免疫力缺乏症）及愛滋病相關併發症及人體免疫力缺乏病毒(HIV)。就此不受保項目而言，愛滋病一詞應具有世界衛生組織賦予的涵義，包括任何引致人體免疫力缺乏病毒(HIV)血清測試呈陽性反應的機會性感染（包括但不限於卡氏肺囊蟲肺炎、慢性腸炎的有機體、病毒及／或播散性真菌感染）、惡性腫瘤（包括但不限於卡波西氏肉瘤、中樞神經系統淋巴瘤及／或其他已知或後知可因患有愛滋病而直接導致死亡、患病或傷殘的惡性腫瘤）、腦病（癡呆症）、人體免疫力缺乏病毒(HIV)消瘦綜合症或任何疾病或病症；
- (g) 懷孕或分娩或流產或墮胎或不育；
- (h) 酒精或非醫生處方藥物的反應或影響；
- (i) 不論有否宣戰或其任何行為、侵略、外敵行動、敵對行動、內戰、叛亂、革命、起義、軍事政變或奪權；
- (j) 罷工、暴動或內亂，但不適用於被動風險。被動風險是指受保人因身處發生罷工、暴動及內亂行為的地點而意外死亡或受傷；
- (k) 電離輻射或由任何輻照核燃料或燃燒核燃料所產生之任何核廢料所釋出的輻射污染；
- (l) 任何爆炸性核能組裝或其核能部件的放射性有毒爆炸性或其他有害特性；
- (m) 因任何疾病導致的受傷所造成的任何損失；
- (n) 一般身體健康檢查或任何與入院接受診斷、疾病或受傷並無直接關係的調查，或任何並非醫療上必須的治療或調查；或
- (o) 由任何大流行疫症直接或間接引起、促使或造成的任何損失。

2. 我們不會就下列情況作出賠償：

- (a) 若受保人不符合本保單第[1]頁所述的合資格條件；或
- (b) 若意外是在香港境外發生；

3. 制裁責任限制及除外條款

倘若保險公司會因所提供的保障、賠償款項或利益而面臨聯合國決議下的任何制裁、禁令或限制，或遭受歐盟、英國或美國的法律、法規、貿易或經濟下的制裁，保險公司將不會視作提供任何保障，及無須承擔任何賠償或提供任何利益之責任。

註：-

1. 此中文總保單只供參考之用。如此中文總保單內容與英文總保單內容有不同之處，以英文總保單內容為準。
2. 此中文總保單並非英文總保單的全部內容翻譯。

GOGOX Group Personal Accident Insurance

Master Policy

GOGOX Group Personal Accident Insurance (this “Master Policy” or “Policy”) is a group contract of insurance underwritten by AXA General Insurance Hong Kong Limited (“AXA”, “Insurer”, “We” or “Us”) and issued to GoGo Tech Limited whose company registration number is 1922923 (“GOGOX” or “Policyholder”) and it consists of:

- This policy document;
- Any endorsements;
- Any declarations and any other information given by GOGOX which form the basis of the contract.

| | |
|--|--|
| Master Policy Number: | Z2663692 |
| Policy Effective Date: | 1 October 2023 |
| Policy Period : | From 1 October 2023 to 30 September 2024 (“Policy Year”) |
| Insurer: | AXA General Insurance Hong Kong Limited |
| Policyholder: | GoGo Tech Limited |
| Insured Person: | GOGOX Driver designated by GOGOX during the Policy Period |
| Covered Operation: | <p>The operation is the performance of GOGOX orders in Hong Kong SAR where the Insured Person is working on orders matched through the use of the Policyholder's Platform (as defined in GOGOX's terms and conditions in the website www.gogox.com or any other website as agreed by AXA) within the Period of Coverage applicable to that Insured Person. The Operation commences from the time the Designated GOGOX Driver accepts and commences a delivery service and the Operation ends:-</p> <ol style="list-style-type: none">1) when the order is complete; or2) an acknowledgement of transaction completion is or should have been received by the Insured Person (including any cancellation and incomplete order). |
| Eligibility: | <p>The Insured Person must meet all the following requirements for cover under this Master Policy:</p> <ol style="list-style-type: none">4) Aged 18-70; and5) Designated GOGOX Driver; and6) Hong Kong Identity cardholder |
| Effective Date of coverage: | <p>The Effective Date of coverage applicable to an Insured Person is the later of below:</p> <ol style="list-style-type: none">3) The first date of the Policy Period; or4) The next Policy Monthiversary after the Insured Person last became a Designated GOGOX Driver; <p>For example, if the Insured Person became a Designated GOGOX Driver on 1 July 2023, the effective date of coverage is 1 October 2023. If the Insured Person became a Designation GOGOX Driver on 15 November 2023, the effective date of coverage is 1 December 2023.</p> |
| Period of Coverage: | In relation to an Insured Person, it is a period commencing Effective Date of coverage applicable to that Insured Person and ending on the date of termination of coverage of that Insured Person. |
| Termination of Coverage of Insured Person: | In any of the following cases (whichever is earlier), the Insured Person’s coverage immediately terminates: |

- The Policy is terminated or expires; or
- From the Policy Anniversary on or immediately following the Insured Person's seventieth (70th) birthday; or
- The Insured Person ceases to be a Designated GOGOX Driver; or
- From the Policy Monthiversary that the name of the Insured Person is no longer existed in the List of Insured Person; or
- The Policyholder's written notification to AXA for cancellation of insurance of the Insured Person; or
- The benefit amount to the Insured Person has been paid in full.

POLICY TERMS AND CONDITIONS

PART 1 – DEFINITIONS

The words listed below have these special meanings when they appear in this Policy with the first letter capitalized.

| | |
|---------------------------------|---|
| Accident | a sudden unforeseen and fortuitous event. |
| Daily Activities | eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance. |
| Designated GOGOX Driver | person who is validly registered with Policyholder as a Participating Provider (as defined in GOGOX's terms and conditions in the website www.gogox.com or any other website as agreed by AXA) and is designated by Policyholder as a designated driver. |
| Disability/ Disabilities | any of the Disability(ies) (including accidental death) listed in the Accidental Death and Permanent Disablement Compensation Table which must be resulted from an Injury of the Insured Person. |
| Injury | a bodily injury sustained by an Insured Person caused solely and directly by an Accident and does not include any illness or naturally occurring medical conditions or degenerative process. |
| Insured Person/ Driver | must meet all the following requirements for cover under this Master Policy: 1) Aged 18-70; and 2) GOGOX Driver designated by GOGOX during the Policy Period ; and 3) Hong Kong Identity cardholder |
| Loss of Hearing | Permanent irrecoverable Loss of Hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment. |
| Limb | refers to a hand or foot. |
| Loss of Limb | complete severance through at or above the wrist or ankle joint or the total and Permanent functional disablement of an entire hand, arm, foot or leg. |
| Loss of Sight of Eyes | the total and irrecoverable Loss of all sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment. |
| Loss of Speech | the Disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia rendering the Insured Person absolutely Loss of Speech beyond remedy by surgical or other treatment. |
| Loss of Use | total functional disablement and is treated like the total loss of said Limb or organ. |
| Operation | The operation is the performance of GOGOX orders in Hong Kong SAR where the Insured Person is working on orders matched through the use of the Policyholder's Platform (as defined in GOGOX's terms and conditions in the website www.gogox.com or any other website as agreed by AXA)) within the Period of Coverage applicable to that Insured Person. The Operation commences from the time the Designated GOGOX Driver accepts and commences a delivery service and the Operation ends:- 1) when the order is complete; or |

| | |
|------------------------------------|---|
| | 2) an acknowledgement of transaction completion is or should have been received by the Insured Person (including any cancellation and incomplete order). |
| Pandemic | Pandemic as defined and announced by the World Health Organisation. |
| Paralysis | quadriplegia, complete and permanent loss of its function. |
| Period of Coverage | In relation to an Insured Person, it is a period commencing Effective Date of coverage applicable to that Insured Person and ending on the date of termination of coverage of that Insured Person |
| Permanent | Lasting 12 consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement. |
| Permanent Total Disablement | when as the result of Injury and commencing within 12 consecutive months from the date of the Accident, the Insured Person is totally and permanently disabled and prevented from engaging in or attending any business or occupation. If the Insured Person has no employment or occupation at the time of Injury, Permanent Total Disablement means the inability to perform to all of the Daily Activities in his/her like age and sex which would normally be carried out by the Insured Person in his/her daily life. Provided such Disability has continued for a period of 12 consecutive months and certified by a Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life. |
| Policy Monthiversary | The same day as the Policy Effective Date in each succeeding month after the Policy Effective Date while this Policy remains in force. This will be on the 1st day of each month from the Policy Effective Date (which is on the basis that the Policy Effective Date commences on 1 st October 2023). |
| Medical Practitioner | A medical practitioner of western medicine qualified by a medical license/registered degree and duly licensed or registered to practice western medicine and who, in rendering such Treatment (surgery or medical procedures for the sole purpose of cure or relief from Injury), is practicing within the scope of his or her licensing and training in the geographical area of practice but excluding a person who is the Insured Person himself or a relative of the Insured Person. |
| We/Us/Our | AXA General Insurance Hong Kong Limited. |
| Insurance Ordinance | Refers to The Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) |

PART 2 – BENEFIT TABLE

The following provides an overview of the benefits and their Sum Insured. For details on how each benefit pays, please refer to the Coverage under Part 3.

| Benefits | Sum Insured per Insured Person per Policy Period In HKD |
|--------------------------------------|--|
| Section 1 – Personal Accident | |
| Section Limit | 300,000 |
| 1.1 Accidental Death | 300,000 |
| 1.2 Permanent Disablement | 300,000 |

PART 3 – POLICY TERMS AND CONDITIONS

Section 1 – Personal Accident Benefit

Benefit A – Accidental Death

We will pay the amount shown in the Accidental Death and Permanent Disablement Compensation Table below or subsequently endorsed hereon if during an Operation the Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within 12 consecutive months as from the date of Accident in death.

Benefit B – Permanent Disablement

We will pay the amount shown in the Accidental Death and Permanent Disablement Compensation Table below or subsequently endorsed hereon if during an Operation the Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within 12 consecutive months as from the date of Accident in disablement (total or partial) as described in the Accidental Death and Permanent Disablement Compensation Table below.

Accidental Death and Permanent Disablement Compensation Table

| Disability | Compensation (% of the Sum Insured) |
|--|--|
| 1. Accidental Death | 100% |
| 2. Permanent Disablement | |
| 2.1. Permanent Total Disablement | 100% |
| 2.2. Paralysis | 100% |
| 2.3. Loss of or Permanent total Loss of Use of 1 or more limbs | 100% |
| 2.4. Permanent Loss of Sight in 1 or both | 100% |
| 2.5. Speech and Hearing in both ears | 100% |
| 2.6. Permanent Loss of Hearing: | |
| (a) In both ears | 75% |
| (b) In 1 ear | 15% |
| 2.7. Permanent Loss of Speech | 50% |
| 2.8. Loss of or Permanent total Loss of Use of 4 fingers and thumb of one hand | 70% |
| 2.9. Loss of or Permanent total Loss of Use of 4 fingers of one hand | 30% |
| 2.10. Loss of or Permanent total Loss of Use of one thumb | 30% |
| 2.11. Loss of or Permanent total Loss of Use of one finger | |
| (a) 3 joints | 10% |
| (b) 2 joints | 7.5% |
| (c) 1 joint | 5% |
| 2.12. Loss of or Permanent total Loss of Use of toes on either foot | |
| (a) All - one foot | 15% |
| (b) Great - both joints on either foot | 5% |
| (c) Great - one joint on either foot | 3% |
| Overall Benefit Limit (for all Insured Persons under Disability Items 1-2 of this Policy within the Policy Period) | HKD25,000,000 |

General Provisions

1. If more than one Disability occur from the same Accident, the aggregate amount of compensation paid in respect of the Insured Person shall not be more HKD300,000.
2. If compensation has been paid under Benefit B - Permanent Disablement and Benefit A - Accidental Death occurs within the subsequent twelve (12) consecutive months, then We will pay the difference (if any) between the compensation paid under Benefit B - Permanent Disablement and the compensation payable under Benefit A - Accidental Death.
3. Where the aggregate amount of compensation paid in respect of the Insured Person is equal to HKD300,000, We will be under no further liability under this Policy in respect of the same Insured Person for Injury sustained thereafter. Where the aggregate amount of compensation paid in respect of the Insured Person is less than HKD300,000, the aggregate amount of compensation as stated in the Accidental Death and Permanent Disablement Compensation Table applicable to that Insured Person shall be reduced to the amount of the Sum Insured that remains unpaid. Our maximum liability for all claims in relation to an Insured Person per Policy Year under the whole Section 1 is HKD300,000. Our maximum liability for all claims in relation to all Insured Persons per Policy Year under the whole

Section 1 is HKD25,000,000.

4. When a Limb or organ which had been partially dysfunctional or disabled prior to an Injury covered under this Policy and which becomes totally dysfunctional or disabled as a result of such Injury, the percentage of compensation payable shall be determined by Us in Our sole discretion having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of or the Permanent total Loss of Use of one Limb or organ which was totally dysfunctional or disabled prior to the Injury.
5. Compensation payable in respect of “right hand” and “left hand” under Disability 2.8 to 2.12 inclusive of the Accidental Death and Permanent Disablement Compensation Table shall be reversed if the Insured Person is left-handed.
6. If the Insured Person suffers from a loss of or the Permanent total Loss of Use of Limb and a Toe(s) or a Finger(s) of the same Limb which gives rise to compensate being payable under the Accidental Death and Permanent Disablement Compensation Table, the Insured Person will only be entitled to the compensation in respect of the loss of or the Permanent total Loss of Use of one Limb under the Accidental Death and Permanent Disablement Compensation Table.

PART 4 – GENERAL CONDITIONS

1. Compliance with Conditions

The following general conditions applicable throughout the whole Policy: Policyholder must comply with the following general conditions to have the full protection of the Policy. If Policyholder do not comply with them, We may cancel the Policy or refuse to deal with the claim.

2. Whole Policy

This Policy and the Schedules or subsequently endorsed hereto shall be read together as one entire contract. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedules or subsequently endorsed hereto shall bear such specific meaning wherever it may appear. No amendment or alternation to this Policy shall be valid until approved in writing by Us and evidenced by an endorsement hereto or being attached hereto as part of this Policy and such endorsement must be signed by Our duly authorized attorney.

3. Notice to AXA

Policyholder shall

- (a) give written notice to Us within a reasonable time of any change in the occupation of the Insured Person and/or any change in Policyholder’s business nature covered by this Policy (and We will advise Policyholder if there is any additional premium required by Us)
- (b) before each renewal of this Policy Policyholder shall give written notice of any illness diseases physical defect or infirmity of the Insured Person by which he/she has become affected or which has come to his/her knowledge.

4. Claims

If any Accident resulting in Injury to the Insured Person which may give rise to a claim, Policyholder or the Insured Person must

- (a) give written notification ([Claims form](#)) to Us within 30 days after the occurrence of any loss with full particulars of both the occurrence and the Injury
- (b) send to Us immediately any writ or summons and as soon as possible any letter, claim or other document
- (c) notify Us immediately of any impending prosecution, inquest or fatal inquiry
- (d) ensure that proper medical and surgical advice is obtained and followed by Policyholder or Insured Person or Insured Person’s family members as soon as possible after any Accident or Injury
- (e) at the claimant’s expense, or at the expense of any person representing the claimant, provide Us with all reports, certificates, information and other documents as We may reasonably require.

We are entitled to request

- (a) an examination by a medical referee appointed by Us for a non-fatal Injury
- (b) a post-mortem examination in the event of death.

5. Payment of Benefits

- (a) Benefits payable under this Policy shall be paid to the Insured Person, unless the Insured Person directs the Company otherwise in writing in a manner as accepted by AXA. The Benefit A - Accidental Death will be paid to the estate of the Insured Person. The Benefit B – Permanent Disablement shall be paid to the Insured Person.
- (b) Any receipt given to Us by the person indicated under paragraph 5(a) above shall be deemed a final and complete discharge of all liability of AXA.

6. Duplicate Cover

If the Insured Person is insured with Us by more than one insurance (except all group insurance which is actually paid by any company, group or association to insure the Insured Person) during the Policy Period, then We will only be liable to pay for the loss up to the limit of the insurance or policy which provides the greatest coverage.

7. Compliance with Conditions

The due observance and fulfilment of all the terms and conditions of this Policy by the Policyholder and Insured Person, or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Policyholder and Insured Person, or anyone acting on his/her behalf shall be a condition precedent to any liability of Us to make any payment under this Policy.

8. Mis-statement or Fraud

If the Insured Person or Policyholder makes any false statement in the insurance application or concerning any claim, We shall have the right to repudiate liability under this Policy.

9. Subrogation

AXA has the right to proceed at its own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

10. Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy. It is agreed that the Insured Persons are not parties to this Policy. The parties to this Policy are only the Policyholder and AXA General Insurance Hong Kong Limited.

11. Representation, Warranty and Undertaking

If there is any personal data of the Insured Person that is transferred by the Policyholder to the Insurer, the Policyholder hereby represents, warrants and undertakes that it is duly authorized by the Insured Person to do so. The Policyholder agrees that when there is any claim submitted by any claimant under this Policy to the Insurer, the Insurer can communicate and handle the claim directly with the claimant and that the Insurer need not communicate with the Policyholder in this regard.

12. Interpretation

In interpreting this Policy, unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

13. Regulatory Compliance

GOGOX shall comply with all regulatory requirements and restrictions in relation to the provisioning of the group insurance under this policy to the Insured Drivers, including but not limited to:-

- (a) When GOGOX introduces its products/services and/or the insurance coverage under this Policy, GOGOX and its staff shall not carry on any regulated activity which is defined under sections 3A(a), 3A(b) and 3A(c) of the Insurance Ordinance.
- (b) GOGOX shall, as the Policyholder of this Policy, bear all insurance premium of this Policy.
- (c) AXA is the insurer underwriting and issuing this Policy. AXA is not liable for GOGOX's conduct in relation to the giving out and/or allocation of the insurance coverage under this Policy to the Insured Persons.
- (d) GOGOX shall obtain prior written consent of the Insured Person in disclosing and/or transferring his or her personal data to AXA for the purposes related to verifying the Insured Person's coverage eligibility; administering, maintaining, managing and operating this Master Policy; and where required or permitted by law. At AXA's

request, GOGOX shall produce evidence satisfactory to AXA that GOGOX has obtained the relevant consents from the Insured Person.

14. Governing Law and Arbitration

- (a) This Master Policy shall be governed and construed in accordance with the laws of Hong Kong SAR and any dispute or difference that arises under this Master Policy shall be settled in accordance with the laws of Hong Kong SAR.
- (b) Any dispute, controversy, difference or claim arising out of or relating to this Master Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
- (c) The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong.
- (d) The number of arbitrators shall be one appointed by HKIAC. The arbitration proceedings shall be conducted in English.
- (e) If AXA shall disclaim liability to GOGOX and/or Insured Person for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (f) AXA shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore, the indemnity under this policy shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

PART 5 – GENERAL EXCLUSIONS

- 1. The following general exclusions are applicable throughout the whole Policy. We will not pay any benefits from this Policy if the claim arises directly or indirectly as a result of any of these exclusions:
 - (a) Any unlawful act of Insured Person or his wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane;
 - (b) Illness or sickness;
 - (c) Any pre-existing physical or mental defect, disease or infirmity, bacterial, viral infections (except infection which occurs through an accidental cut or wound);
 - (d) Medical or surgical treatment except where such treatment is rendered necessary by an Injury within the scope of this Policy;
 - (e) Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns;
 - (f) Venereal disease or insanity, AIDS (Acquired Immune Deficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection. For the purpose of this exclusion, the term AIDS shall have the meanings assigned to it by the World Health Organization including opportunistic infection (includes but not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection), malignant neoplasm (includes but not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or Disability, in the presence of AIDS), encephalopathy (dementia), HIV wasting syndrome or any disease or illness in the presence of a sero-positive test for HIV;
 - (g) Pregnancy or childbirth or miscarriage or abortion or infertility;
 - (h) Effect or influence of alcohol or drugs not prescribed by a Medical Practitioner;
 - (i) Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power;
 - (j) Strike, riot or civil commotion but it shall not apply to passive risks. Passive risk shall be deemed to mean the Insured Person being killed or injured because he was accidentally in a place when an act of strike, riot and civil commotion occurred;
 - (k) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
 - (l) Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
 - (m) Any loss caused by an Injury which is a consequence of any kind of disease;
 - (n) General and 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; or
- (o) Any loss directly or indirectly arising out of, contributed to by, or resulting from any Pandemic.

2. We do not pay:

- (a) If the Insured Person does not meet the Eligibility criteria stated on page [1] of this Policy; or
- (b) If the Accident happens outside Hong Kong;

3. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.