

**ATTACHED POLICY SCHEDULE**

**附 承 保 表**



## PERSONAL ACCIDENT COMPREHENSIVE PROTECTION PLAN POLICY

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance (except as otherwise specified under this Policy).

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured Person of all the Terms of this Policy shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and save for the word Insured, words importing the masculine gender only also include the feminine and vice versa.

### PART I – GENERAL DEFINITIONS AND INTERPRETATION

- (1) Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule or the Certificate of Insurance, endorsement and any memoranda shall bear such specific meanings wherever it may appear.
- 1. Accident:** means a sudden, unexpected and unforeseen event which occurs in an involuntary manner.
  - 2. Bodily Injury:** means injury caused solely and directly by Accident and which are independently of any other causes and not by sickness, disease or gradual physical or mental disorder.
  - 3. Death:** means death caused solely and directly by Accident and which are independently of any other causes.
  - 4. Certificate of Insurance:** means the certificate of insurance attaching to the Policy which set out the details of the Insured and Insured Person's name, address, the Period of Insurance, the premium, the maximum benefits of the Policy. It forms a part of and should be read in conjunction with the Policy.
  - 5. Child(ren):** means the dependent unmarried not at work legitimate child including stepchild and legally adopted child of the Insured aged between three (3) years and seventeen (17) or a full-time student(s) aged 23 or below (including those child who has attained the age of eighteen (18) or twenty-four (24) during the Policy Year), who must be a legal resident of Hong Kong and ordinarily residing in Hong Kong.
  - 6. Chinese Herbalists:** means a listed or registered Chinese medical practitioner under the Chinese Medicine Ordinance of Hong Kong, Cap.549 or duly qualified practitioner of Chinese medicine registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding a person who is the Insured or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.
  - 7. Dangerous Activities:** means bungee jump, hang-gliding, parachuting, aviation (other than as a fare paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), rafting, speed-boat or jet-ski driving or riding, skiing, trekking, mountaineering (reasonable requiring the use of ropes or guides), rock-climbing, boarding on hot-air balloon, underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
  - 8. Family:** means the Insured, Insured's legally married spouse under seventy-six (76) years of age and Child, all being a legal resident of Hong Kong and ordinarily residing in Hong Kong during the Period of Insurance.
  - 9. Hong Kong:** means the Hong Kong Special Administrative Region of The People's Republic of China.
  - 10. Insured:** means the one in whose name this Policy is issued and who is named in the Schedule or the Certificate of Insurance.
  - 11. Insured Person:** means the Insured Person as shown in the Schedule or the Certificate of Insurance.
  - 12. Limit of Indemnity:** means the Maximum Benefit as specified in the Schedule or Certificate of Insurance that the Company is liable to pay in the event of loss under PART II of this Policy.
  - 13. Loss of Sight:** means the complete and irrecoverable and irremediable loss of the sight of eye.
  - 14. Loss of Hearing:** means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf and irremediable by surgical or other means of treatment.
  - 15. Loss of Speech:** means total and permanent irrecoverable loss of speech and irremediable by surgical or other means of treatment.
  - 16. Major Burns:** means the "Third Degree Burns" that has caused full thickness skin destruction and the total body surface area burnt by at least 10%.
  - 17. Period of Insurance:** means the period starting from the date of commencement of insurance as stated in the Schedule or the Certificate of Insurance and terminating on the date of termination in accordance with "PART IV – TERMINATION OF POLICY" under this Policy.
  - 18. Permanent Total Disablement:** means absolute continuous disablement from engaging in or giving alteration to any gainful occupation or carrying out normal duties in daily life for twelve (12) consecutive calendar months and at the end of that time being beyond hope of improvement.
  - 19. Permanent Total Loss:** means loss by physical severance or total and permanent loss of use.
  - 20. Policy Year:** means each continuous twelve months period starting from the effective date of this Policy as specified in the Schedule or the Certificate of Insurance.
  - 21. Pre-existing Condition:** means the Insured Person's Bodily Injury, illness, physical defect, infirmity, signs or symptoms or any condition
    - (1) which existed or was existing; or
    - (2) where its direct cause existed or was existing; or
    - (3) where he was aware or was reasonably expected to be aware; or
    - (4) where he has received medical treatment or advice; or
    - (5) where any laboratory test or investigation showed the likely presence of the conditionprior to the effective date of the Policy, the effective date of the coverage or the effective date of last reinstatement of the Policy, whichever is later.
  - 22. Private Car:** means any four-wheeled pleasure type motor vehicle, excluding any vehicle licensed to transport fare-paying passengers or for hire or reward or licensed to transport merchandise for sale or delivery.
  - 23. Public Conveyance:** means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and any regularly scheduled airport taxi or any regularly scheduled airport limousine operating on fixed routes and schedules.
  - 24. Qualified Nurse:** means any nurse legally qualified and authorized to render nursing services, having qualifications at least equivalent to "Registered Nurse" or "Enrolled Nurse" of Hong Kong, and should a claim and treatment occur outside Hong Kong shall mean a nurse who is duly qualified and registered as such under the laws of the country in which the claim arises and where treatment takes place, but excluding the Insured or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.
  - 25. Registered Medical Practitioner:** means a person duly qualified and legally registered as such to practice western medicine in Hong Kong, and should a claim and treatment occur outside Hong Kong, shall mean a practitioner of western medicine who is duly qualified and registered as such under the laws of the country in which the claim arises and where treatment takes place, but excluding Insured or Insured Person, or the Insured or Insured Person's spouse, relative or business partners.

26. **Schedule** : means the pages attaching to the Policy which set out the details of the Insured and Insured Person's name, address, the Period of Insurance, the premium and the maximum benefits of the Policy. It forms a part of and should be read in conjunction with the Policy.
27. **Winter Sports**: means skiing, tobogganing, sledding and ice skating, including ice hockey and other non-professional sports requiring snow or ice for play.
- (2) References in this Policy to Items and Schedules or the Certificate of Insurance and Appendices are to item in and Schedules or the Certificate of Insurance and Appendices to this Policy (unless the context otherwise requires) and such shall be deemed to form part of this agreement between the Company and the Insured.
- (3) Headings are inserted for convenience only and shall not affect the construction of this Policy.

## PART II – COVERAGE

### PERSONAL ACCIDENT

In the event of the Insured Person sustaining Bodily Injury caused by an Accident during the Period of Insurance, the Company shall pay the following benefits:

#### 1. Personal Accident

The Company will pay to the designated beneficiary or the Insured Person's legal personal representatives up to the amount as stated under "Item No. 1" as specified in the Schedule or Certificate of Insurance and in accordance with the percentage stated hereunder:

**Table of Benefits**

	Insured Item	Percentage of the maximum benefits payable under the Schedule/Certificate of Insurance
(1)	Death	100%
(2)	Permanent Total Disablement	100%
(3)	Major Burns	100%
(4)	Loss of Sight in one or both eyes	100%
(5)	Loss of Sight in one eye except perception of light	50%
(6)	Permanent Total Loss of lens of one eye	50%
(7)	Loss of Hearing in both ears	75%
(8)	Loss of Hearing in one ear	15%
(9)	Loss of Speech	50%
(10)	Permanent Total Loss of one or both Limbs	100%
(11)	Permanent Total Loss of arm at or above or below the elbow	100%
(12)	Permanent Total Loss of leg at or above or below the knee	100%
(13)	Permanent Total Loss of thumb and four fingers of one hand	50%
(14)	Permanent Total Loss of four fingers of one hand	40%
(15)	Permanent Total Loss of thumb	
	i. Both phalanges	25%
	ii. One phalanges	10%
(16)	Permanent Total Loss of index finger	
	i. Three phalanges	15%
	ii. Two phalanges	8%
	iii. One phalanges	4%
(17)	Permanent Total Loss of middle finger	
	i. Three phalanges	10%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(18)	Permanent Total Loss of ring finger	
	i. Three phalanges	8%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(19)	Permanent Total Loss of little finger	
	i. Three phalanges	6%
	ii. Two phalanges	3%
	iii. One phalanges	2%
(20)	Permanent Total Loss of all toes of one foot	17%
(21)	Permanent Total Loss of great toe	
	i. Two phalanges	5%
	ii. One phalanges	2%
(22)	Permanent Total Loss of any other toe	3%
(23)	Any permanent disablement not specified above other than loss of sense of taste or smell	see below*

\*Such percentage will be assessed by the Company as in the opinion of the Company's medical advisers regardless of the Insured Person's employment or occupation and which shall not be inconsistent with the percentage specified above.

#### Provisions:

- No benefits will be payable unless any one of the above benefit items results within twelve (12) months from the date of Accident.
- The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt.
- During the Period of Insurance, the maximum amount of all benefits payable for one or more Bodily Injuries sustained by the Insured Person in each Policy Year shall not exceed 100% of the amount under this item as specified in the Schedule or Certificate of Insurance of this Policy.
- This benefit is not applicable if "Part II Item No.2 - Double Indemnity for Accidental Death or Permanent Total Disablement" is payable.

#### 2. Double Indemnity for Accidental Death or Permanent Total Disablement (not applicable to Insured Person aged over 70 and Child)

The amount payable under "Part II Item No. 1 – Accidental Death or Permanent Total Disablement" shall be doubled for loss sustained while the Insured Person is travelling as a fare paying passenger on board a Public Conveyance licensed to carry passengers or on board in a Private Car, or as a result of landslide.

#### 3. Compassionate Death Cash Benefit (not applicable to Child)

In the event of death of the Insured Person during the Period of Insurance as a result of Bodily Injury, the Company shall immediately pay such cash relief amount as stated under "Item No. 3" as specified in the Schedule or Certificate of Insurance of this Policy to the Insured Person's beneficiary or the legal estate in the absence of beneficiary designation, provided that evidence of proof of loss is obtained through the 24-Hour Emergency Assistance Company or through media broadcasting. In the absence of such proof, benefit will only be payable with the evidence after receipt of the police report or death report.

#### 4. Credit Card Outstanding Balance Protection (not applicable to Child)

In the event of an Accident causing death to the Insured Person, the Company will pay up to the amount as stated under "Item No. 4" as specified in the Schedule or Certificate of Insurance for any outstanding balance payable under the Insured Person's credit cards for items and sundries charged to such cards during the Period of Insurance.

#### 5. Medical Expenses

The Company will reimburse up to the amount as stated under "Item No. 5" as specified in the Schedule or Certificate of Insurance for medical, surgical, hospital or nursing fees or charges necessarily incurred during the Period of Insurance and within twelve (12) months of the happening of the Accident provided that all such fees or charges are necessarily and reasonably incurred for professional medical services provided by a Registered Medical Practitioner or Qualified Nurse and/or at a hospital prescribed by such Registered Medical Practitioner. Treatment provided by Chinese Herbalist and bonesetter is also extended to be covered and payable up to per day and per year limits as specified in the Schedule or Certificate of Insurance.

#### 6. Home Nursing Allowance

During the Period of Insurance if an Insured Person has sustained Bodily Injury and incurs eligible expenses for services rendered by a Qualified Nurse in respect of nursing care at the Insured Person's home for such period or periods recommended by a Registered Medical Practitioner after discharged from the hospital, the Company will pay the actual charges necessarily and reasonably incurred by not more than one Qualified Nurse for such services and up to the maximum amount and number of days as specified under "Item No. 6" as specified in the Schedule or the Certificate of Insurance.

The Company shall not be liable for

- any charges for nursing service or treatment by physical therapy or any medical check-up by X-ray examination or any other means which are purely for diagnostic purposes;
- any charges for nursing service rendered for geriatric, psycho-geriatric or psychiatric condition.

#### 7. 24-Hour Emergency Assistance Services and Benefits Hotline ( 852 ) 2861 9235

If the Insured Person shall suffer serious Bodily Injury or sickness or is in need of medical, legal administrative emergency assistance outside his country of residence while arising out of and in the course of his journey, provided that such journey is not undertaken

- against the advice of the Registered Medical Practitioner; and/or
- for the purpose of obtaining or seeking any medical or surgical treatment abroad.

the following emergency assistance services and benefits are available directly from the Emergency Assistance Service upon specific verbal notification by the Insured Person or his personal representative to any of the specified 24-hour Alarm Center, provided that the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him.

#### (1) Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may call the Emergency Assistance Service's Alarm Center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for medical assessment and the Emergency Assistance Service will assist the Insured Person in making the medical appointment. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Assistance Service.

#### (2) Medical Evacuation

Should the Insured Person suffer from Bodily Injury or sickness outside his country of residence such that Emergency Assistance Service's medical team and the attending physician recommends hospitalization in another medical facility where the Insured Person can be suitably treated Emergency Assistance Service will arrange and pay for

- the transfer of the Insured Person into one of the nearest hospital; and
- if necessary, on medical grounds to transfer the Insured Person

with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or sickness.

The medical team and attending physician will at his discretion determine the necessary arrangements according to the circumstances.

To complete the Medical Evacuation, the Emergency Assistance Service will in accordance to the condition arrange for the following:

- (a) ambulance to transfer the Insured Person to the airport of departure
- (b) emigration/immigration and customs clearances at the airport of departure/destination
- (c) intensive care equipment
- (d) qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- (e) ambulance on the tarmac to meet the Insured Person and the medical escort at the airport of arrival
- (f) immediate consultation by appropriate specialist upon arrival
- (g) reservation of bed in hospital
- (h) constant monitoring of the medical condition of the Insured Person during his hospitalization by the Emergency Assistance Service's doctor
- (i) liaison with the family of the Insured Person and updating of the evolution of the treatment.

### **(3) Repatriation after Treatment**

After local treatment, the Insured Person's medical condition in accordance with the medical opinion of both the attending physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his country of residence by scheduled airline flight (on one economy class ticket) or any other appropriate means of transportation (on one economy class ticket), including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Emergency Assistance Service. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Emergency Assistance Service's Alarm Center under constant medical supervision.

### **(4) Repatriation of Mortal Remains/Ashes**

Upon the death of an Insured Person, the Emergency Assistance Service will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to HK\$100,000 for

- (a) the repatriation of the Insured Person's body or ashes to the Insured Person's place of permanent residence; or
- (b) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Emergency Assistance Service's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. In any event cost of coffin is not covered.

### **(5) Travel Information**

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his journey. Any such information provided by the Emergency Assistance Service shall be for reference only and the Company shall not be liable for any loss arising out of any incorrect or outdated information provided.

- (a) Update immunizations and vaccinations requirement and needs
- (b) Weather information worldwide
- (c) Airport taxes
- (d) Customs requirements
- (e) Passport and visa requirements
- (f) Consulate and embassies addresses and contact numbers
- (g) Exchange rates
- (h) Banking days
- (i) Language information and arrangement of interpreter services
- (j) Arrangement of Child escort
- (k) Transmission of urgent messages in case of Emergency

### **(6) Luggage Retrieval**

In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Emergency Assistance Service will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.

### **(7) Emergency Rerouting Arrangements**

The Emergency Assistance Service will at the costs of the Insured Person assist the Insured Person in reorganizing his flight schedule should an emergency oblige him to alter his original plan.

### **(8) Administration Assistance on Loss of Travelling Document**

In case of loss or theft of essential travelling documents or personal identification documents (e.g. passport, entry visa, etc.), the Emergency Assistance Service will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

### **(9) Legal Assistance**

Worldwide referral of lawyers and solicitors firms at the Insured Person's request.

### **(10) Compassionate Visit**

In the event of the Insured Person suffering from serious Bodily Injury or sickness resulting in hospital confinement outside his country of residence for more than seven (7) consecutive days, the Emergency Assistance Service will arrange and pay up to HK\$60,000 for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from the Insured Person's country of residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and room services.

### **(11) Return of Unattended Dependent Child to Country of Residence**

If any of the Insured Person's travelling dependent Child under eighteen (18) years of age is left unattended by reason of the Insured Person's Bodily Injury or sickness resulting in hospital confinement outside his country of residence or the death of Insured Person, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such Child to return to his home in the Insured Person's country of residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service. If necessary, the Emergency Assistance Service will at its sole discretion also hire and pay for a qualified attendant to accompany any such dependent Child for return journey.

### **(12) Deposit Guaranteeing of Hospital Admission**

In case of hospital admission duly approved by both the attending physician and the Emergency Assistance Service's Alarm Center doctor and the Insured Person is without means of payment of the required hospital admission deposit, the Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$50,000. Prior to arranging the above service, Emergency Assistance Service shall obtain the approval and confirmation for the reimbursement by the Company to Emergency Assistance Service for the advance sum of deposit.

### **(13) Hotel Room Accommodation for Convalescence**

The Emergency Assistance Service will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5 (five) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the hospital and deemed medically necessary by Emergency Assistance Service's doctor.

### **(14) Unexpected Return to the Country of Residence**

In the event of the death of the Insured Person's immediate relative (shall mean parents, spouse, Child or siblings) in his country of residence while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his country of residence, the Emergency Assistance Service will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.

### **(15) Exclusions**

- (a) Costs which would have been payable by the Insured Person had the event giving rise to the intervention of Emergency Assistance Service not occurred.
- (b) Cases of minor sickness or Bodily Injury in the opinion of the Emergency Assistance Service's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work, the Emergency Assistance Service will not provide any service to the Insured Person.
- (c) No expenses incurred will be borne by the Emergency Assistance Service if the Insured Person in the opinion of the Emergency Assistance Service's doctor is physically able to return to his country of residence sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.

## **PART III – GENERAL EXCLUSIONS**

1. The Company shall not be liable in respect of Accident occasioned by or through or in consequence directly or indirectly of :

- (1) war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), or civil war;
- (2) mutiny, rebellion, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege;
- (3) nuclear weapons materials;
- (4) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel



and, solely for the purpose of this General Exclusion 1.(4), combustion shall include any self-sustaining process of nuclear fission.

2. The company shall not be liable in respect of Bodily Injury or Death directly or indirectly caused by or resulting from :
  - (1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane or any functional disorder of the mind;
  - (2) encountering murder, kidnap or ransom;
  - (3) engaging in Dangerous Activities, Winter Sports, occupational or professional sport, racing or competition of any kind;
  - (4) assault or fighting;
  - (5) engaging in duty with the disciplinary service;
  - (6) engaging in flying activities other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
  - (7) violation or attempted violation of the law or resistance to arrest; illegal acts of an Insured Person or an Insured Person's executors or administrators, legal heirs or personal representatives;
  - (8) Pre-existing Condition;
  - (9) congenital anomalies or deformities such as hare-lip, club-foot, birth mark, abnormal bone or cerebral palsy, etc;
  - (10) any dental treatment or surgery; eye refraction or examination for fitting of eye glasses, contact lens or hearing aids; any cosmetic or plastic surgery except as necessitated by Bodily Injury;
  - (11) pregnancy (including antenatal and postnatal check up), miscarriage or childbirth (natural delivery and cesarean section), abortion, birth control, contraception, sterilization, infertility and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident;
  - (12) HIV (Human Immunodeficiency Virus), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof however caused or however named;
  - (13) insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to unnecessary peril (except in an attempt to save human life).
3. The indemnity expressed in this Policy shall not apply to or include liability in respect of death or Bodily Injury including illness of any person directly or indirectly caused by infectious disease which is listed in the first schedule of the "Prevention and Control of Disease Ordinance" (CAP 599) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.

(In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this General Exclusion, any Accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such Accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)

## PART IV – TERMINATION OF POLICY

### 1. Termination by the Insured

During the Period of Insurance, the Insured may terminate this Policy by writing to the Company provided that no claim has arisen or paid under this Policy during a particular Policy Year. Such termination shall become effective on the date of the written notice is received by the Company, or the date specified in the notice, whichever is later.

- (1) For payment made on monthly basis: No premium will be refunded.
- (2) For payment made by 12 month installment:

The Insured is required to pay the difference of the paid monthly installment premium with the minimum premium required by the Company with reference to the "Minimum Premium Table" below.

Period Covered (not exceeding)	Minimum Premium (according to annual premium multiplied by the following respective percentage)
5 months	50%
6 months	60%
7 months	70%
8 months	80%
9 months	90%
Over 9 months	100%

- (3) For payment made in each year:

All premium paid annually for that particular Policy Year will at all times be subject to the following premium refund rules:

Period Covered (not exceeding)	Premium Refund
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 9 months	0%

If either payment methods (2) or (3) is used and in the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Insured is required to pay 100% of annual premium as the minimum premium required by the Company.

### 2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or to subject this Policy to different terms, if the Insured or Insured Person has at any time failed to observe the Terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving seven (7) days notice in writing to the Insured and such notice shall be delivered to the Insured or sent by letter to the Insured at his last known address and such cancellation shall become effective from 1) the next monthly premium due date following the date of such notice being issued for payment made by monthly payment or 2) the seventh (7th) day after such notice has been issued for payment made in each year. For payment made in each year, the Insured shall be entitled to the return of premium on pro-rata basis for the unexpired period of coverage provided no claim has arisen or paid under the Policy during that Policy Year.

### 3. Automatic Termination

This Policy shall terminate forthwith upon the death of the Insured. Any Family shall cease to be an Insured Person forthwith upon death or upon their ceasing to be Family as defined in PART I – GENERAL DEFINITIONS.

### 4. Termination due to non-payment of premium

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule or the Certificate of Insurance. If any subsequent premium is not paid on its due date, this Policy will be terminated on that due date.

## PART V – PREMIUM

1. This Policy shall become effective upon payment of the premium.
2. If premium is settled on monthly basis, the Company will collect three (3) month's advance premium in the 1<sup>st</sup> month and each subsequent month's premium will be collected on the 4<sup>th</sup> month thereon. All advanced premium is not refundable unless the Policy is cancelled within the fifteen (15) days waiting period after receipt of the Policy provided no claim has arisen or paid during the period.
3. Premium shall be paid in accordance with the amount stated in the Schedule or the Certificate of Insurance, endorsement and any memoranda and shall be paid on the commencement date of this Policy and
  - (1) upon the expiry date of each subsequent Policy Year for premium settled in each year or settled by monthly installment; or
  - (2) upon the same date in each month thereafter throughout the effective period of this Policy for premium settled on monthly basis.
4. If change of premium payment mode is required, the Insured shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Policy Year and such changes shall become effective only on the first day of the earliest coming renewal Policy Year.

## PART VI – AUTOMATIC RENEWAL

1. Payment of the required renewal premium by the Insured (1) upon the premium due date in each month for payment made by monthly basis or (2) upon each renewal Policy Year for payment made by monthly installment in each year or by year, will continue this Policy to be in force until the expiry date of that Policy Year.
2. This Policy will be automatically renewed upon payment of premium by the Insured unless written notice of changes in Policy Terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Policy Year. No renewal documents will be issued and the Insured's existing Policy plus premium payment shall constitute the evidence of valid cover under this Policy.

## PART VII – CHANGE INSURED PLAN

Thirty (30) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of insured Plan in PART II. Subject to the approval by the Company, the new insured Plan and premium will be effective only on the first (1<sup>st</sup>) day of the earliest coming renewal Policy Year.

## PART VIII – NO CLAIM RENEWAL PREMIUM DISCOUNT

In the event of no claim arise or being paid under any part of the policy during each consecutive Policy Year, premium discount will be granted upon each subsequent Policy Year as follows:

No claim record period	Renewal premium discount
1 <sup>st</sup> year before renewal	10% discount
consecutive 2 years before renewal	15% discount
consecutive 3 years before renewal	20% discount
consecutive 4 years before renewal	25% discount
consecutive 5 or more years before renewal	30% discount

Upon making proposal for the Policy, and upon the Insured submitting to the Company satisfactory documentary proof by way of existing policy or renewal notice that he is holding an effective personal accident protection policy with another insurance company under which he is entitled to "No Claim Renewal Premium Discount", such same premium discount privilege (up to maximum 30% of the premium) will be applied to the Policy upon its issuance, and subject to the terms and conditions of this Part (and/or other terms and conditions of

this Policy so far as applicable), in each subsequent Policy Year, the Insured will be entitled to cumulate the no claim record period and continue to be entitled to the "no claim renewal premium discount" benefit upon renewal of the Policy.

If a claim will arise or will be payable during any of the above renewal period, all accumulating total "no claim renewal premium discount" will be cancelled and will restart the accumulation from the first (1<sup>st</sup>) day of the coming renewal Policy Year.

In the event of receiving valid claim documents which falls within the period where "no claim renewal premium discount" has been payable, the Insured shall return the full amount of the discounted premium to the Company. If the Insured fails to comply, the Company shall have the right to delay the claim payment or deduct the full amount of the discounted premium from the amount of the claim.

## PART IX - CLAIMS CONDITIONS

1. In the event of any happening which may give rise to a claim under this Policy, the Insured and/or Insured Person
  - (1) shall give notice as soon as possible in writing to the Company;
  - (2) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the accident. The Insured and/or Insured Person should render his full co-operation during the course of investigation or assessment of the claim;
  - (3) shall at his own expense give the Company medical report issued by a Registered Medical Practitioner or other such information as the Company may reasonably require for investigating or verifying a claim;
  - (4) shall pay and obtain an official receipt issued by a Registered Medical Practitioner together with a "Medical Certificate" showing the nature of the Bodily Injury if medical attention is received for Bodily Injury;
  - (5) shall at his own expense give the Company the death certificate in case of the death of the Insured Person.
2. The Company shall be entitled to take proceedings at its own expense and for its own benefit, but in the name of the Insured and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
3. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a postmortem examination of the body.

## PART X – GENERAL CONDITIONS

1. **Interpretation:** This Policy and the Schedule, Certificate of Insurance, memoranda and endorsement hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, Certificate of Insurance, memoranda or endorsement shall bear such specific meaning wherever it may appear. If there is any inconsistency in the English and Chinese versions, the English version shall prevail.
2. **Territory Limit:** The benefits provided under this Policy is applicable to worldwide.
3. **Compliance with Conditions:** The due observance and fulfillment of all the Terms of this Policy by the Insured and/or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured or any one acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
4. **Forfeiture:** If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured and/or Insured Person or any one acting on his behalf to obtain any benefit under this Policy; or if the accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Insured and/or Insured Person or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the condition 9 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
5. **Time Limit:** In no case whatever shall the Company be liable for any accidental loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
6. **Non-transfer of Insured's right:** Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued.
7. **Reinstatement:** If this Policy is terminated for any reason, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for accidental physical loss that occurs after the date of reinstatement.
8. **Arbitration:** All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitra-

tors, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured and/or Insured Person for any claim hereunder and such claim shall not within twelve (12) 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 hereafter be recoverable hereunder.

9. **Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of Hong Kong and shall in all respects be governed by and construed in accordance with the laws of Hong Kong and the Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.
10. **Interest:** No claim payment under this Policy shall carry interest.
11. **Currency:** Premium and benefits payable under this Policy shall be in the currency of Hong Kong and based on the exchange rate prevailing at the date of loss.
12. **Errors and Omissions:** Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or Terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the Terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.
13. **Emergency Assistance Notification**
  - (1) In a life threatening situation, the Insured Person or his representative should always try to arrange for emergency transfer to an hospital near the place of occurrence through the most appropriate and immediate means and then call the "Emergency Assistance Service's Alarm Center" to provide the appropriate information as soon as possible.
  - (2) In the event of Bodily Injury or sickness resulting in the hospitalization of the Insured Person prior to notifying the "Emergency Assistance Service", the Insured Person or his representative, where possible, shall contact the "Emergency Assistance Service" within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the "Emergency Assistance Service" shall not be held liable under this Policy.
14. **Repatriation Assistance**

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his representative shall provide

  - (1) the name, address and telephone number of the hospital or other medical facility where the Insured Person has been taken; and
  - (2) the name, address and phone number of the attending physician and, if necessary the Insured Person's family doctor.
15. **Emergency Assistance Service**
  - (1) The "Emergency Assistance Service's medical team" or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance;
  - (2) On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation;
  - (3) In the event of repatriation of the Insured Person by the "Emergency Assistance Services", the Insured Person shall deliver the unused portion of his ticket, or the value thereof, to them to offset the cost of such repatriation;
  - (4) The Insured Person or any party will not be entitled to the reimbursement of any expenses without obtaining a prior approval from the "Emergency Assistance Service";
  - (5) The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an emergency;
  - (6) The Insured Person shall cooperate with the "Emergency Assistance Service" to enable them to get all documents and receipts from the relevant sources and assisting them at his expenses in complying with necessary formalities;
  - (7) Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

## **THE FOLLOWING CLAUSES AND/OR ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY**

### **IT CLARIFICATION CLAUSE**

Property damage covered under the Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from the Policy:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage, notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of physical damage to the substance of property insured under this Policy shall be covered;
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, suppressing or in any way relating to act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost of expense directly or indirectly arising out of

- (1) biological or chemical contamination;
  - (2) missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of 1 "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

#### RTP - RIGHTS OF THIRD PARTIES CLAUSE

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.

#### SLE - SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (RE)insurer shall be deemed to provide cover and no (RE)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 (RE)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.

**NOTICE: Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium charged is subject to the discretion of the Company.**

#### Personal Information Collection Statement

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

#### Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
  - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
  - (ii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
  - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose.

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).



# 人身意外綜合保障計劃保單

投保人以一份投保書及聲明謹向中銀集團保險有限公司（下稱“本公司”）申請下述保險。該份投保書及聲明已被納入本合約內，成為本合約之基礎。投保人已繳付保費，作為本保險的代價。

茲證明本保單或批單上所列之承保條件、除外條款、基本條款、責任限額（當中全被當作納入本保單條款內）為依歸下，本公司同意賠償給受保人任何或所有以下所列之在保險期內所發生之承保事項（在本保單另有列明則除外）。

但在任何情況下，受保人須完全遵守及履行本保單條款，以及投保人確保投保書及聲明內所提供或申報的所有資料是準確、真實及完整的，是為本公司在保單的任何責任的先決條件。

在本保單內，如內容許可，只表達單數的字詞亦可包括眾數，反之亦然。只表達男性的字詞亦可包括女性（投保人的字詞除外），反之亦然。

## 第一部份 - 一般定義及釋義

(1) 以下任何字詞或字句應用於保單、承保表或保險證、批單及備忘錄均具有該意義。

### 1. 「意外」

意指在突發並在不能預測及非自願的情況下發生的意外。

### 2. 「身體損傷」

意指因意外完全及直接構成的傷害，並不牽涉任何其他因素及並非由疾病或逐步由生理或精神失調所構成。

### 3. 「死亡」

意指因意外完全及直接構成的死亡。

### 4. 「保險證」

意指附於本保單的保險證並載有投保人及受保人姓名、地址、保險期、保費、賠償限額。這附件被視為保單組成部份及完整合約般一併閱讀。

### 5. 「子女」

意指投保人的未婚及未有工作的合法子女，包括繼子女和合法領養的子女，其年齡由 3 歲至 17 歲或 23 歲或以下之全日制就讀子女（包括在保單年度內已達 18 歲或 24 歲的子女），為香港合法居民及居於香港。

### 6. 「中醫」

意指根據《中醫藥條例》香港法例第 549 章註冊之表列中醫或註冊中醫，或根據引起索償及接受治療所在國家的法律，註冊為正式合資格的中醫，但不包括投保人及受保人，或投保人及受保人的配偶或親屬或業務伙伴。

### 7. 「危險活動」

意指吊索跳崖、懸掛滑翔、跳降落傘、參加航空活動（但購票乘搭由正式持牌作定期運輸的航空或包機公司所提供及經營的雙引擎飛機則不在此限）、激流活動、乘坐或駕駛快艇或水上電單車、滑雪、攀山、登山（使用繩索或在嚮導帶領下登山）、攀石、乘坐熱氣球、使用呼吸儀器裝備的水底活動及任何其他相近的危險活動。

### 8. 「家人」

意指 76 歲以下的投保人及其合法配偶和子女，所有人士為香港合法居民及於保險期內居住於香港。

### 9. 「香港」

意指中華人民共和國香港特別行政區。

### 10. 「投保人」

意指本保單以其姓名簽發，並同時在承保表或保險證內列出其姓名的人士。

### 11. 「受保人」

意指在承保表或保險證內所列的“受保人”。

### 12. 「賠償限額」

意指載於承保表或保險證內就本公司於本保單第二部份因損失而須承擔之最高保額賠償責任。

### 13. 「喪失視力」

意指完全及無法復原及不能醫治下喪失視力。

### 14. 「失聰」

意指永久及完全無法復原地失去聽覺能力，並不可以手術或其他治療方法補救。

### 15. 「喪失說話能力」

意指永久及完全無法復原地失去說話能力，並不可以手術或其他治療方法補救。

### 16. 「嚴重燒傷」

意指燒傷程度達第三級並且引致全部皮膚被破壞及燒傷佔身體總面積最少達 10% 或以上。

### 17. 「保險期」

意指由承保表或保險證內所載的保險生效日期開始至根據此保單「第四部份 - 終止保單」的終止日期。

### 18. 「永久完全傷殘」

意指意外發生後連續 12 個月內持續完全傷殘，不可從事任何可賺取收入的工作，並完全不能進行一般日常生活活動及在該段期間屆滿時並無任何改善的希望。

### 19. 「永久完全殘缺」

意指完全斷離身體或完全及永久失去功能及活動能力。

### 20. 「保單年度」

意指本保單在承保表或保險證所述的起保日起，每一連續 12 個月的時間。

### 21. 「已存在的病狀」

意指受保人的身體損傷、疾病、身體上的缺陷、病症、病徵或病狀或任何狀況：

- (1) 以前曾存在或一直存在；或
- (2) 直接致病因素以前存在或一直存在；或
- (3) 其本身已察覺或應合理地察覺徵狀；或
- (4) 其本身已獲醫療護理或諮詢；或
- (5) 任何化驗室的測試或調查顯示可能有該狀況存在；

而有關以上情況在保單生效日期、保障生效日期或最後保單復效日期前發生，以較遲者為準。

### 22. 「私家車」

意指任何作休閒之用的四輪汽車，但不包括持牌運載乘客或出租載客以獲取金錢回報或持牌運載供銷售或送遞商品之汽車。

### 23. 「公共交通工具」

意指任何由正式持牌運輸機構提供和營運的公共巴士、長途巴士、計程車、渡輪、氣墊船、水翼船、輪船、火車、電車或地下火車，作為定期運載乘客之用，以及任何由正式持牌航空或包機公司提供和經營的飛機，作為定期運載乘客之用，以及任何定期行走的機場的士或任何定期行走固定路線和班次的機場接送車輛。

### 24. 「合資格護士」

意指在法律上有資格和已獲授權提供護理服務的護士，其資歷至少須相當於香港註冊護士或香港登記護士。如在香港特別行政區以外地方接受治療並提出索償，則有關名詞應指在接受治療並提出索償的國家，依該國法律正式註冊及合資格的護士，但不包括投保人及受保人，或投保人及受保人的配偶或親屬或業務伙伴。

### 25. 「註冊醫生」

意指具有正式有關資格並在香港依法註冊為西醫身份的人士。如在香港以外地方接受治療並提出索償，則有關名詞應指在接受治療並提出索償的國家，依該國法律正式註冊及合資格的西醫。但不包括投保人及受保人，或投保人及受保人的配偶或親屬或業務伙伴。

### 26. 「承保表」

意指保單上的附表載有投保人及受保人姓名、地址、保險期、保費及賠償限額，均被視為保單組成部份及完整合約般一併閱讀。

### 27. 「冬季運動」

意指滑雪、長橇運動、雪橇滑行或滑冰，包括冰上曲棍球與任何其他在雪地或冰上進行的非職業性運動。

(2) 本保單內根據項目及承保表或保險證及背書的參考，應被視為根據本保單內之項目及承保表或保險證及背書（除非內文另有列明）。本保單連同一併附奉的承保表及背書，均被視為投保人與本公司之間的保險合約。

(3) 標題只為協助閱讀此保單內容，不會影響闡釋保單內任何條文。



## 第二部份 - 保障範圍

### 人身意外保障

於保險期內，若受保人因意外導致身體損傷，本公司將提供以下保障：

#### 1. 人身意外

本公司將向受保人指定的受益人或其法定個人代表，按照承保表或保險證內「項目 1」所列可達的最高金額及下列百分比作出賠償：

#### 保障賠償表

保障項目	承保表或保險證內最高賠償額的百分比
(1) 死亡	100%
(2) 永久完全傷殘	100%
(3) 嚴重燒傷	100%
(4) 一目或雙目喪失視力	100%
(5) 一目喪失視力但可察覺光線	50%
(6) 一目的眼球晶體永久完全殘缺	50%
(7) 雙耳失聰	75%
(8) 一耳失聰	15%
(9) 喪失說話能力	50%
(10) 一肢或雙肢永久完全殘缺	100%
(11) 於手肘、手肘以上或以下的手臂永久完全殘缺	100%
(12) 於膝蓋、膝蓋以上或以下的腿永久完全殘缺	100%
(13) 四指及拇指永久完全殘缺	50%
(14) 一手四指永久完全殘缺	40%
(15) 拇指永久完全殘缺	
i. 二節	25%
ii. 一節	10%
(16) 食指永久完全殘缺	
i. 三節	15%
ii. 二節	8%
iii. 一節	4%
(17) 中指永久完全殘缺	
i. 三節	10%
ii. 二節	4%
iii. 一節	2%
(18) 無名指永久完全殘缺	
i. 三節	8%
ii. 二節	4%
iii. 一節	2%
(19) 尾指永久完全殘缺	
i. 三節	6%
ii. 二節	3%
iii. 一節	2%
(20) 一腳的所有腳趾永久完全殘缺	17%
(21) 腳趾永久完全殘缺	
i. 二節	5%
ii. 一節	2%
(22) 其他腳趾永久完全殘缺	3%
(23) 其他未有註明的永久傷殘亦可獲得賠償，失去味覺或嗅覺除外	參照以下備註*

\* 本公司於諮詢醫學顧問後將按上列比率評估，投保人或受保人的工作及職業不在考慮之內。

#### 條款：

- 除非受保人從意外日期起的持續 12 個月內因該身體損傷出現上述任何一項保障項目，否則將不獲賠償。
  - 嚴重燒傷的賠償額是按照身體總面積燒傷的百分比計算。
  - 受保人於保險期內的每保單年度遭受一次或多次身體損傷，最高賠償金額合共不得超過本保單就此項目於承保表或保險證內所列的 100%。
  - 本保障不適用於已支付「第二部份項目 2- 意外身亡或永久完全傷殘雙倍賠償」。
- #### 2. 意外身亡或永久完全傷殘雙倍賠償 (不適用於 70 歲以上之受保人及子女)
- 倘若受保人以付費乘客身份乘坐有合法牌照載客之公共交通工具或私家車，或因山泥傾瀉，而導致意外身亡或永久完全傷殘，可獲「第二部份項目 1- 人身意外或永久完全傷殘」的雙倍賠償。
- #### 3. 身亡撫恤金 (不適用於子女)
- 倘受保人在保險期的旅程內因身體損傷導致身亡，本公司將根據本保單承保表或保險證「項目 3」所列的最高賠償金額即時向受保人的受益人作出賠償。倘無指定受益人，賠償將支付予受保人的合法承繼人。惟傷亡證據須由 24 小時緊急支援公司或經公共傳播媒介提供。倘無上述傷亡證據，賠償將在收到警方或死亡報告後才作出支付。
- #### 4. 信用卡欠款保障 (不適用於子女)
- 本公司將按照承保表或保險證內「項目 4」所列可達的最高金額，賠償受保人因意外身亡而未能償還保險期內所簽的信用卡賬項或雜項。
- #### 5. 醫療費用
- 本公司將按照承保表或保險證內「項目 5」所列可達的最高金額，賠償受保人在保險期及意外發生日之 12 個月內所引致的醫療、手術、入住醫院或護理等費用，而此等專業醫療費用及支出必須由註冊醫生或合資格護士及 / 或由該註冊醫生指定入住醫院

而產生的必須及合理之費用。另亦按承保表或保險證內所列的每日及每年保額延伸保障中醫及跌打治療。

#### 6. 家庭看護費津貼

若受保人在保險期內因身體損傷且按註冊醫生建議出院後，在受保人的住所接受不超過一名合資格護士提供的護理服務並引致合理支出，本公司將按照承保表或保險證內「項目 6」所列可達的最高金額及最高賠償日數，賠償相當於就這類服務必須及合理的實際收取的費用。

本公司無須對以下項目負責

- 任何純粹為診斷目的而提供護理服務或物理治療，或採用 X 光檢查或其他方法來進行任何醫療檢查的費用；
- 任何老人科、老人精神科或精神科護理服務的費用。

#### 7. 24 小時緊急支援服務及保障 熱線電話 (852) 2861 9235

若受保人在原居地以外地方旅行或公幹時因發生嚴重身體損傷或疾病或需要醫療、法律諮詢緊急協助，而這旅程並非

- 違反註冊醫生的勸告及 / 或
- 是為接受或尋求海外醫療或手術治療

受保人或其代表可直接口頭上通知國際救援 24 小時緊急中心，要求以下服務及保障。任何由受保人自行支付的有關費用，將不會獲發還。

#### (1) 醫療建議、評估及轉介約見

當需要醫療建議時，受保人可致電國際救援的緊急中心並向中心內當值醫生索取醫療建議及評估。但該項電話對話只屬建議性質，並不能視作對受保人之診斷。若醫療上有需要，受保人可轉介至其他合適之醫生或專科醫生，以獲取其醫療評估；而國際救援可代為預約有關醫生。但所有醫療費用及相關之費用需由受保人自行支付。

#### (2) 緊急護送

若受保人在原居地以外地方遭遇身體損傷或患上疾病，而國際救援中心的醫療隊伍及受保人的主診醫生均建議受保人需要轉往其他醫療機構接受所需之適當治療，國際救援將安排及支付：

- 運送受保人至最接近的醫院；及
- 如站在醫療的角度上有需要，國際救援利用一切方法 (包括但不限於救護機、固定班次之商務客機及陸上救傷車) 以運送受保人至一所在設備上就該項身體損傷或病更為適合的醫院。

而有關以上的安排須由國際救援中心的醫療隊伍及受保人的主診醫生以其判斷共同決定。

為了完成醫療運送，國際救援會根據情況作出以下安排：

- 救護車連接醫院及機場
- 離境及入境手續
- 提供深切治療器材
- 在運送期間由合適醫務人員 (如：麻醉師、心臟科醫生、普通科醫生、護士) 護送，控制及穩定受保人的情況
- 救護車於機場接載及護送受保人
- 合適專科醫生在目的地候診
- 預留醫院床位
- 國際救援中心醫生密切跟進病人入院後病情
- 與受保人家人聯絡並知會治療進展

#### (3) 治療後之護送服務

在當地治療後，根據受保人的主治醫生和國際救援的醫生共同認定，受保人的病情不會被影響下，將受保人護送回原居地，而其機票並不能用於護送服務，則國際救援將妥善安排受保人乘坐固定班次之航機 (以一張經濟客位機票為準) 或其他運輸方法 (以一張經濟客位票為準) 返回其原居地，一切護送費用包括往來機場的附加費用將由國際救援支付，惟受保人須把原有機票之未使用部份交回國際救援。

#### (4) 運返遺體 / 骨灰回國

如受保人不幸身故，國際救援將作出安排 (包括任何達到當地規例的步驟) 及支付高達港幣 10 萬元

- 運返其遺體或骨灰至受保人的原居地；或
- 應受保人之繼承人或代表之要求，安排當地安葬，但該費用不得超過運送受保人遺體返回原居地之費用。棺木費用於任何情況下都不受保障。

#### (5) 旅遊諮詢

受保人可在旅程前或旅程期間，向國際救援諮詢以下資料或服務，國際救援提供的任何資料只供作參考之用，如因資料不正確或過時而導致任何損失，本公司將毋須承擔任何責任：

- 最新的免疫及防疫要求及需要
- 世界各地天氣
- 機場稅
- 海關條例

- (e) 護照 / 簽證要求
- (f) 領事館 / 大使館之地址及聯絡電話
- (g) 貨幣兌換率
- (h) 銀行工作日
- (i) 當地語言及翻譯服務
- (j) 護送子女回國
- (k) 因醫療緣故需傳遞緊急訊息

#### (6) 代尋行李

如運送機構遺失或誤送受保人的行李，國際救援可代為向有關機構包括航空公司、海關及政府機關查詢代尋。若尋回行李將轉送到受保人之指定地方。

#### (7) 更改行程之緊急安排

若受保人遇緊急事故需更改原先行程，國際救援將會協助受保人重新安排所乘坐之飛機班次，因更改班次而引起的開支由受保人自付。

#### (8) 護照補發遞送

當受保人旅程所需之文件或個人證件(如護照、簽證等)遺失或被盜竊，國際救援中心將向受保人提供所需資料，以便受保人向有關當局補辦證件。

#### (9) 法律轉介

應受保人要求，國際救援可提供全球律師及律師行的轉介服務。

#### (10) 親友探病

若受保人在原居地以外地方因嚴重之身體損傷或疾病入住醫院連續 7 天以上，國際救援將安排及支付高達港幣 60,000 元給受保人一名親屬或其指定人士，由受保人原居地乘搭固定航班之客機(以經濟客位為準)，前往受保人所在地點探望受保人，並包括最長連續 5 天，每天不超過港幣 1,200 元的酒店普通房間的費用，但不包括飲料、膳食及房間服務費。

#### (11) 護送隨行之未成年子女返回原居地

若受保人在原居地以外地區，因嚴重之身體損傷或疾病而住院或不幸去世，遺下同行而未滿 18 歲受供養之子女，而其子女之回程機票已失效，國際救援將安排該名子女乘坐固定航班之客機(以經濟客位為準)返回原居地，國際救援將支付有關機票費用，包括往返機場的交通費，但受保人須把機票的未使用部份交回國際救援。如有需要，國際救援更會酌情聘請及支付專人陪同受保人的子女返回原居地。

#### (12) 住院按金保證

當國際救援緊急支援中心之醫生及當地主診醫生均同意受保人須入住醫院時，國際救援可在受保人無法即時支付住院按金的情況下，提供高達港幣 50,000 元之住院按金保證。在提供上述服務前，國際救援將會先向本公司取得批准及同意償還有關住院按金費用。

#### (13) 出院後療養住宿

若受保人之主診醫生及國際救援之醫生認為受保人於出院後需即時進行療養，國際救援將會為受保人安排及支付出院後之酒店住宿費用，每天上限期為港幣 1,200 元，並最長可達連續 5 天。

#### (14) 安排緊急回國料理親人後事

當受保人於海外旅程期間(不包括移民)獲悉其直系親屬身故(指父母、配偶、子女或兄弟姊妹)，須立即折返其原居地，國際救援將安排受保人乘坐客機(單程經濟客位)返回原居地及支付有關的機票費用。

#### (15) 除外責任

- (a) 在無國際救援介入的情況下，受保人理應支付早已產生的費用。
- (b) 根據國際救援醫生的意見，受保人因輕微疾病或身體損傷可在當地獲妥當的治療後，便能繼續旅程或返回工作，國際救援將不會為該受保人作出任何支援服務的安排。
- (c) 經國際救援之醫生意見認為受保人在無醫療人員陪同下，仍能如一般乘客可乘坐普通航班返回原居地，國際救援將不負責所支出的費用。除非國際救援的醫生認為有需要的則除外。

### 第三部份 - 一般不承保項目

1. 本公司無須負責由以下原因直接或間接導致的任何意外：

- (1) 戰爭、侵略、外敵入侵、戰亂、戰爭(不論是否已宣戰)或內戰；
- (2) 叛變、叛亂、暴動、軍事或民事反叛、起義、革命、軍事或篡奪、軍法或圍困狀態或任何上述事項或原因而導致宣布或實施戒嚴令或圍困狀態；
- (3) 核武器物質；
- (4) 由任何核子燃料或由核子燃料因燃燒產生之任何核子廢物引致電離、輻射或輻射污染，燃燒一詞須包括核子分裂之任何自發程序，但只在本條款一般不承保項目 1. (4) 條款內適用；

2. 本公司無須負責由以下事項直接或間接導致或造成的身體損傷或死亡：

- (1) 意圖、任何理智或不理智嘗試自我傷害或自殺(不論是否屬重罪)或任何腦部功能失常；
- (2) 謀殺、綁架或贖金；

(3) 參與危險活動、冬季運動、任何職業或專業性的運動、競賽或比賽；

(4) 襲擊、打鬥；

(5) 參加紀律部隊服務；

(6) 參加航空活動，但購票乘搭由正式持牌作定期運輸購票乘客的航空或包機公司所提供及經營的飛機則不在此限；

(7) 違反或企圖違反法律或拒捕；受保人或其遺囑執行人或遺產管理人、合法繼承人或個人代表作出非法的行為；

(8) 已存在的病狀；

(9) 先天性畸形或殘疾如唇裂、畸形足、胎印、畸形骨或大腳麻痺等；

(10) 任何牙齒治療或手術；視力矯正或驗配眼鏡、隱形眼鏡或助聽器；一切美容或整容手術但因為身體損傷除外；

(11) 懷孕(包括產前或產後檢查)、流產或分娩(自然分娩及剖腹生產)、墮胎、節育、避孕、絕育、不育及其併發症或一切有關的治療不論這些事故是否因意外加速或導致；

(12) 因人體免疫力缺乏病毒、後天免疫力缺乏症或與受愛滋病有關的併發症及/或因受愛滋病而產生的任何突變、衍生或變異；

(13) 精神錯亂、酒精引致的反應或影響(不論暫時性與否)；或服用藥物的影響(經註冊醫生處方服用者除外，但不包括戒毒治療)，身處於不必要的危險地(意圖拯救他人性命除外)。

3. 本保單內所指的賠償並不適用於或包含由本公司收到投保人書面索償通知當日，確認任何人士在任何地方或環境下因「預防及控制疾病條例」(第 599 章)首頁所列的傳染病直接或間接引致的死亡或身體損傷而引致的責任。

(在本公司指稱任何意外、損失、毀壞、支出、責任及身體損傷因一般不承保項目規定而不受保單保障之任何法律行動、訴訟或其他程序中，對該等意外、損失、毀壞、支出、責任及身體損傷乃在受保之列之舉證責任由投保人承擔。)

### 第四部份 - 終止保單

#### 1. 由投保人終止

倘若不曾某保單年度就本保單提出任何索償或獲支付賠償，投保人可於保險期內以書面通知本公司終止保單。有關終止生效日為本公司接獲有關通知當日或按通知書列明的日子，以較後者為準：

- (1) 保費以每月支付：保費將不會獲退還。
- (2) 保費以 12 個月分期支付：

投保人須根據以下項目的「最低保費表」向本公司支付已繳每月保費之總數與此保單最低保費的差額

已受保期(不超過)	最低保費 (根據每年保費乘以相關之百分比計算)
5 個月	50%
6 個月	60%
7 個月	70%
8 個月	80%
9 個月	90%
超過 9 個月	100%

(3) 保費以年繳支付：

所有在某保單年度已繳付的年繳保費將按以下比例退還：

已受保期(不超過)	退還保費
5 個月	50%
6 個月	40%
7 個月	30%
8 個月	20%
9 個月	10%
超過 9 個月	0%

就選用項目(2)或(3)付款方式，倘若曾在某保單年度內就本保單提出任何索償或獲支付賠償，投保人需要向本公司支付 100% 的全年保費作為最低保費。

#### 2. 由本公司終止

(1) 若投保人及/或受保人在任何時候未能履行本保單的條款或未能本著絕對真誠行事，本公司有權隨時終止本保單或更改本保單的條款。

(2) 本公司可向投保人以書面發出 7 日通知以終止本保單。該通知將送出或郵寄至投保人最後通知地址。(i) 就以月繳付款的保單而言，保單將於該通知書發出後翌月的保費到期日終止；(ii) 就以分期或年繳付款的保單而言，保單將於該通知書發出後 7 日終止。若投保人以年繳模式，而某保單年度內就本保單沒有提出任何索償或獲支付賠償，可獲得按比例退回尚未屆滿該保單年度的保費。

#### 3. 自動終止保單

本保單將於投保人身故時終止。任何家人身故或不再符合第一部份 - 一般定義內所界定的家人，則該家人將不再是受保人。

#### 4. 由於未繳保費而終止

投保人如未能支付所須首期保費，本保單將由承保表或保險證所載的保單起保日起作廢。若在任何保單付款到期日未能繳付保費，本保單將由該應付保費到期日起終止。

## 第五部份 保費

1. 投保人在繳交保費後，本保單方可生效。
2. 若以每月繳交保費，本公司將於首月收取 3 個月預繳保費，並於第 4 個月起按月收取每月保費。除非在接獲保單後 15 日等候期內取消保單，而該期間沒有任何索償或賠償記錄，否則所有預繳保費將不獲退還。
3. 保費需按承保表或保險證、批單或備忘錄上所列繳付，保費亦需在保單起保日時及
  - (1) 若以年繳或分期付款，其後每個保單年度的保單期滿日時繳交全年保費；或
  - (2) 若以每月繳款付款，其後每月的同一日繳交當月保費。
4. 若要求更改保單的保費付款模式，投保人須於保單期滿日前最少 30 日向本公司作出書面通知，有關更改只會在來年續保的保單年度的首日開始生效。

## 第六部份 - 自動續保

1. 若投保人 (1) 以月繳付款而在每月保費到期日或 (2) 以年繳或分期付款而在每一個續保保單年度，繳交所須的續保保費，本保單將繼續生效，直至該保單年度的保單期滿日為止。
2. 本保單將於投保人繳付保費時自動續保，除非投保人於來年保單年度續保前接獲本公司更改保單條款或取消保單的書面通知。本公司不會再續發續保文件，投保人現有的保單及繳交保費是本保單有效的證明。

## 第七部份 - 轉換保障計劃

投保人在本保單的每個保單年度的保單期滿日 30 日前，可向本公司發出書面申請轉換第二部份的保障計劃。經本公司批核後，新保障計劃及保費將於最新的續保保單年度的首日開始生效。

## 第八部份 - 無索償續保保費折扣

如在每連續保單年度內受保人在保單任何部份未有提出索償或獲支付賠償，則下一保單年度續保時可享下列保費折扣優惠：

無索償紀錄年期	續保保費折扣
續保前一年 .....	10%
續保前連續兩年 .....	15%
續保前連續三年 .....	20%
續保前連續四年 .....	25%
續保前連續五年或以上 .....	30%

投保本保單時，如投保人向本公司提交符合要求的證明文件（如現有保單或續保通知書）以證明投保人在投保時持有由其他保險公司承保的有效「人身意外」保單並在該保單享有「無索償續保保費折扣」，則投保人在本公司的保單下可享有相同的「無索償續保保費折扣」（最高為 30%），並於其後的保單年度續保時根據本保單內適用的條款，按投保人累計之無索償紀錄年期，繼續享有按本保單條款之「無索償續保保費折扣」保障。

如在任何上述續保期內提出任何索償或獲支付賠償，所有累計的「無索償續保保費折扣」將被取消，並在來年續保的保單年度的首日開始重新開始累計。

若在已提供「無索償續保保費折扣」的期間內接獲有效的索賠文件，投保人需向本公司退回保費折扣總數。若投保人未能遵從，本公司有權延遲或於賠償金額內扣除保費折扣總數。

## 第九部份 - 索償條款

1. 倘若發生任何事故以致可能根據本保單提出索償，投保人及 / 或受保人
  - (1) 應該盡速以書面通知本公司；
  - (2) 自費盡速向本公司提供書面詳情，在任何情況下不得遲於意外發生後 30 天；投保人及 / 或受保人須於調查或評估索償的過程中提供充分合作；
  - (3) 應自費向本公司提供所有由本公司合理要求的由註冊醫生發出的醫療報告或其他類似資料作調查及核證索償之用；
  - (4) 因身體損傷接受治療，須先行支付有關費用及取得由註冊醫生發列出列有受傷性質的正式收據；
  - (5) 若受保人身故，應自費向本公司提供死亡報告。
2. 本公司有權就任何受本保單保障之事情，自費及為本身利益，但以投保人及或受保人之名義，採取訴訟行動向任何由第三者追回補償或取得賠償；
3. 這是本保單中一項凌駕於本公司任何責任的條件，即在本公司的合理要求下，投保人須向本公司提交指定格式及性質的證明書、資料及證據，並須承擔所需費用。本公司向投保人作出合理通知後，可不時要求索取受保人的醫療報告，或若屬死亡事故，本公司在作出合理通知後，可向受保人的法定個人代表要求取得驗屍報告，費用概由本公司承擔。

## 第十部份 - 一般保單條文

### 1. 解釋

本保單及其承保表、保險證、備忘錄及批單一併閱讀，而本保單、其承保表、保險證、備忘錄或批單任何部份內之任何字詞或字句如帶有特定解釋，在任何情況下出現都視作帶有此種解釋。如中、英文版本有任何歧異，概以英文版本為準。

### 2. 受保地區

本保單所提供的保障適用於全球。

### 3. 遵循條款

投保人及 / 或受保人或其任何代表完全遵守及履行保單所載條件，是為本公司在保單的任何賠償責任的先決條件。

### 4. 利益喪失

就本保單提出之索償如在任何方面有欺詐，或就索償作出虛假聲明，或投保人及 / 或受保人或其代表利用任何欺詐手法或方式在本保單下取得任何利益；或意外損失或毀壞是由於投保人及 / 受保人故意或縱容行為所致；或索償被拒絕 3 個月內並未有任何起訴行動、或（據本保單此部份第 9 項條款，仲裁行動進行中）由仲裁人或公斷人作出裁決起計 3 個月內並未有任何起訴行動，投保人及 / 或受保人於本保單所有利益均會喪失。

### 5. 時間限制

本公司對於任何由意外引致的損失或損毀起計超過 12 個月的索償概不負責，除非該項索償正處於訴訟或仲裁的狀況。

### 6. 投保人權益不可轉移

除非另有註明，否則本保單一切權利均只為投保人擁有。此外，本公司將不受制於投保人權益轉移，除非因死亡或因法律的實施及本公司發出批單證明此保險仍然有效。

### 7. 保單復效

若本保單基於任何原因而終止，其後遞交的投保書，如獲本公司接納及批准，本保單便得復效。經復效的保單只提供在復效日後因意外損失的保障。

### 8. 仲裁

所有因本保單而引起之歧見須根據仲裁條例（及不時之修訂）作出決定。若然雙方對委任一名仲裁人不能達成協議，則有關選擇需交由香港國際仲裁中心之主席作出決定，在這裏明確申明，取得仲裁裁決為任何有關本保單之訴訟權利或官司之先決條件。若然本公司對投保人及 / 或受保人就任何依本保單提出之索償表示無須負責，而該索償又未在作出拒賠日後 12 個月內轉交仲裁，則無論如何，該索償將被視作已被放棄，而此後亦不得再追討。

### 9. 法律及司法管轄權

本保單在所有方面均受香港法律管限，並按香港法律釋義。對於本保單有關的任何事項所產生的爭議、索償或法律訴訟，香港法院將具有唯一和獨有的司法管轄權。

### 10. 利息

本保單支付的賠償均不附帶利息。

### 11. 貨幣

在本保單內的保費及保障賠償均以港幣計算，賠償亦將根據損失當日之兌換率計算。

### 12. 錯誤與遺漏

整理記錄時的文書錯誤不應使在其他方面均有效的保障項目失效，亦不會使在其他方面均已有效地終止的保障項目繼續有效。若受保人的年齡或出生日期或其他有關資料無意中報錯，以致影響賠償或保障範圍或本保單任何條款，則本公司將按真實的年齡及資料來決定是否就本保單的條款給予賠償，並決定賠償額。若本公司認為應按本保單支付賠償，則絕對有權酌情調整保費。

### 13. 緊急救援通知

- (1) 當生命受到威脅的情況，受保人或其代表應設法立即安排緊急轉送到事發地點就近的最合適的醫院及盡快聯絡國際救援服務的緊急中心提供適當的資料。
- (2) 倘若在通知國際救援服務公司前，受保人因身體損傷或疾病入住醫院，受保人或其代表如許可，須在該緊急情況發生後 3 天內直接聯絡國際救援服務，在未接獲通知的情況下，國際救援服務不會承擔於此保單的責任。

### 14. 運送援助

在遣送回國的情況下，為使容易及迅速處理，受保人或其代表需提供以下資料：

- (1) 受保人入住的醫院或其他醫療設施的名稱、地址、及電話號碼；或
- (2) 提供受保人的主診醫生姓名、地址及電話號碼及如必要提供家庭醫生資料。

### 15. 緊急救援服務

- (1) 國際救援服務公司的醫療隊伍或其他代表可隨時接觸受保人以評估受保人的情況，如受保人在沒有合理辯解的情況下拒絕該評估，受保人將不符合資格接受進一步的醫療援助。
- (2) 按每一事件的準則下，醫療隊伍將決定運送回國是否適當或選擇該次運送日期及方式。
- (3) 在國際救援服務公司運送受保人回國時，受保人須交回其機票未有使用的部份或價值，以抵銷國際救援服務運送回國的成本。
- (4) 在未獲國際救援同意前，受保人或任何人士將不會獲任何開支補償。
- (5) 受保人須使用合理方法避免產生緊急情況。
- (6) 受保人須盡力與國際救援服務合作，確保其可從任何途徑取得所有文件或收條，而有關費用由受保人自行負擔。
- (7) 受保人須在事故發生後兩年內就國際救援服務提出索償或採取法律行動，否則當作放棄索償。



## 以下條款及 / 或批單均視作此保單的一部份

### 資訊科技澄清條款

此保單所保障的財產損壞須指財產本體的實質損壞。

財產本體的實質損壞並不包括數據或軟件的損壞，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變。

因此，下列事項排除於此保單的保障範圍以外：

1. 數據或軟件的損失或損毀，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變，及由於該等的損失或損毀而導致的任何商業停頓損失。雖然有此除外責任，因財產本體受保障的實質損壞，而直接導致的數據或軟件損失或損毀，將會受到保障；
2. 由於數據、軟件或電腦程式的功能、可用性、使用範圍或可讀取性受損，而導致損失或損毀，以及因該等損失或損毀而導致的任何商業停頓損失。

### 恐怖主義除外責任批單

不論此保單內容及其任何批單當中含有任何相反條款，現特同意，此保障並不包括由恐怖主義活動直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出，不論是否同時受任何其他原因或事件影響，或與該項損失以任何次序接續發生。

就此批單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

此批單亦排除為了控制、阻止、鎮壓，或以任何恐怖主義活動方式所採取的行動，而直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出。

倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由投保人承擔。

倘若此批單的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

### 恐怖主義涉及污染及爆炸品的除外責任條款

不論是否同時受任何其他原因或事件影響，此保單不包括任何因恐怖主義活動直接或間接產生的：

1. 生物或化學污染；
2. 導彈、炸彈、手榴彈、爆炸品；

而導致之損失、損壞或費用支出。

就此批單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

就“污染”而言指由於化學及 / 或生物物質的影響而導致的污染、毒害、或防礙及 / 或限制物品的使用。

倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由投保人承擔。

**注意：儘管本文另有規定，當本保單被取消或更改時，本公司所收取之最低保費將由本公司決定。**

### 收集個人資料聲明

您提供的資料，為中銀集團保險有限公司（“本公司”）提供保險業務所需，並可能使用於下列目的：

- (i) 處理及審批您的保險申請或您將來提交的保險申請；
- (ii) 執行您保單的行政工作及提供與您保單相關的服務；
- (iii) 分析或調查、處理及支付您保單有關的索償；
- (iv) 發出繳交保費通知及向您收取保費及欠款；
- (v) 任何與保險有關的產品或服務的任何更改、變更、取消或續期；
- (vi) 就以上用途聯絡您；
- (vii) 本公司行使任何代位權；
- (viii) 其它與上述用途有直接關係的附帶用途；及
- (ix) 遵循適用法律、條例及業內守則及指引。

本公司亦可因應上述用途將您的個人資料移轉予下列各方：

- (a) 就上述用途，向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- (b) 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- (c) 追討欠款的收數公司或索償代理；
- (d) 保險資料服務公司及信貸資料服務公司；
- (e) 再保公司及再保經紀；
- (f) 您的保險經紀（若有）；
- (g) 本公司的法律及專業業務顧問；
- (h) 本公司的關連公司（以《公司條例》內的定義為準）；
- (i) 現存或不時成立的任何保險公司協會或聯會或類同組織（「聯會」）及其會員，以達

到任何上述或有關目的，或以便「聯會」執行其監管職能，或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予「聯會」的職能；

- (j) 透過「聯會」移轉予任何「聯會」的會員，以達到任何上述或有關目的；
- (k) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；
- (l) 保險索償投訴局及同類的保險業機構；及
- (m) 法例要求或許可的政府機關。

您在此授權本公司可向「聯會」從保險業內收集的資料中查閱及 / 或核對您任何資料。

此外，經您同意，本公司可能會以其它方式使用及披露您的個人資料。

您有權查閱及要求更正由本公司持有有關您的個人資料。如有需要，可向本公司法律與合規部提出（電話：2867 0888，傳真：3906 9939）。

### 使用資料作直接促銷

在取得您的有關書面同意下（包括您不反對之表示），本公司擬使用您的資料作直接促銷。本公司會遵從條例內有關直接促銷的規定。請注意以下：

- (1) 本公司持有您的姓名、聯絡詳情、產品及服務組合信息及統計資料可不時被本公司用於直接促銷；
- (2) 以下服務類別可作推廣：
  - (i) 財務、保險及相關服務和產品；
  - (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品；
  - (iii) 本公司的聯名合作夥伴提供之服務和產品（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
  - (iv) 為慈善及或非牟利的目的之捐款及資助；
- (3) 上述服務、產品及標的可由本公司及 / 或下述人士提供或（如涉及捐款及資助）募捐：
  - (i) 本公司或中銀香港（控股）有限公司或其附屬公司之任何成員；
  - (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商；
  - (iii) 本公司及本集團之聯名合作夥伴（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
  - (iv) 慈善或非牟利組織；
- (4) 除本公司推廣上述服務、產品及標的外，本公司同時擬提供列明於上述第 (1) 段之資料至上述第 (3) 段的所有或其中任何人士，該等人士藉以用於推廣上述服務、產品及標的，並本公司須為此目的取得您的同意（其中包含不反對之表示）。

若您不同意本公司使用或提供其資料予其他人士，藉以用於以上所述之直接促銷，您應通知本公司法律與合規部（電話：2867 0888，傳真：3906 9939）以行使其不同意此安排的權利。