

PERSONAL PROTECTOR INSURANCE PLAN

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

WHEREAS the Insured named in the Schedule hereto has made to the Company a proposal and declaration which shall be the basis of the contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the Schedule as consideration for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions limits and conditions contained herein or endorsed hereon if at any time during the Period of Insurance stated in the Schedule, or during any further period for which the Company may accept payment for the renewal or extension of this Policy, the Insured Person shall sustain any Bodily Injury caused by an Accident THEN the Company will insure the Benefits as shown hereon (unless otherwise specifically excluded) and pay to the Insured Person or in the event of the death of the Insured Person to his legal personal representatives for the benefit of his estate or if beneficiaries are stipulated/named in the Schedule to this Policy, for the benefit of such beneficiaries set forth in the Schedule.

DEFINITION OF WORDS

Certain words have been defined below. They have the same meaning wherever they are used in the Policy.

Accident/Accidental means an unforeseen and involuntary event which being the sole and direct causes a Bodily Injury to the Insured Person occurred during the Period of Insurance.

Benefit Amount means the Total Benefit amount of the corresponding benefit as specified on the Schedule.

Bodily Injury means

- (a) injury to the Insured Person on any part of his/her body sustained and resulting solely by and directly from an Accident which is independently of any other causes and not by sickness, disease or gradual physical or mental wear and tear; and
- (b) caused by Accidental, violent, external and visible means.

Bonesetting Expense means Reasonable and Customary Medical Expenses necessarily incurred by the Insured Person for bonesetting treatment provided by a Chinese Medicine Practitioner as a result of Bodily Injury.

Chinese Medicine Practitioner means Chinese bonesetter who is practising Chinese medicine on the basis of traditional Chinese medicine in general practice and is legally licensed and registered with the applicable medical council of a country, but excluding a Chinese Medicine Practitioner who is the Insured Person, Immediate Family Member or any relative of the Insured Person unless approved by the Company.

Chiropractic Expense means Reasonable and Customary Medical Expenses necessarily incurred by the Insured Person for chiropractic treatment provided by a Chiropractor as a result of Bodily Injury.

Chiropractor means the chiropractor who is practising chiropractic treatment and is legally licensed and registered with the applicable medical council of a country, but excluding a Chiropractor who is the Insured Person, Immediate Family Member or any relative of the Insured Person unless approved by the Company.

Confinement/Confined means confinement in a Hospital as an inpatient for medical treatment upon the recommendation of a Medical Practitioner for stay in the Hospital. Hospital Confinement must be supported by a daily room and board charge by a Hospital.

COVID-19 means Coronavirus disease 2019 (COVID-19) as named by the World Health Organisation ("WHO").

Hong Kong means Hong Kong Special Administrative Region of the People's Republic of China.

Hospital means an establishment:

- (a) duly constituted, registered and legally licensed as a hospital in accordance with the applicable laws of the jurisdiction in which it is located for the care and treatment of sick and injured persons; and
- (b) has provided and maintained well equipped and organised facilities for diagnosis, treatment and medical surgery; and
- (c) provides twenty-four (24) hours a day nursing services by registered graduate nurses; and
- (d) has licensed Medical Practitioners available at all times; and
- (e) is not primarily a clinic, a place or similar facility for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Immediate Family Member means the legal Spouse, parent(s), parent-in-law, child(ren), legally adopted child(ren), grandparent(s), grandchild(ren), sibling(s) or legal guardian(s).

Insured Person means the person named in the Schedule, for whom this insurance has been arranged.

Legal Guardian means a person named in the Schedule who has the legal authority to care for the personal and property interest of the Insured Person.

Loss of Hearing means Permanent and irrecoverable loss of hearing where the average dB value of 4 classes of specified intensity, as defined by the formula as $(1/6)$ of $(a + 2b + 2c + d)$ is above 80dB, where:

- a = the required volume (dB) for the Insured Person to hear at 500 Hertz
- b = the required volume (dB) for the Insured Person to hear at 1,000 Hertz
- c = the required volume (dB) for the Insured Person to hear at 2,000 Hertz
- d = the required volume (dB) for the Insured Person to hear at 4,000 Hertz

Loss of Limb means loss by physical separation of limb at or above the wrist or the ankle joint.

Loss of Sight means complete blindness which is Permanent and incurable.

Loss of Speech means the disability in articulating any three (3) of the four (4) 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 to speech centre in the brain resulting in Aphasia.

Loss of Use means Permanent total functional disablement of the Limb or organ.

Medical Practitioner means a medical practitioner, who is qualified with a degree in western medicine and is legally licensed and registered Medical Practitioner with the applicable medical council of a country of his / her practice to render in medical or surgical service, but excluding a Medical Practitioner who is the Insured Person, Immediate Family Member or any relative of the Insured Person unless approved by the Company.

Nominated Account means any of the credit card or bank account which is owned and designated by the Insured in the Schedule or subsequently endorsed therein by the Insured under this Policy.

Reasonable and Customary Medical Expenses means any fees and prices generally charged in the locality where services are performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature. Charges that would not have been made if no insurance existed shall not be included as Reasonable and Customary Medical Expenses.

Pandemic means Pandemic or epidemic and the like as declared as such by the World Health Organisation ("WHO") or the local governmental authority of the Insured Person stationed country/ region upon any Accident.

Period of Insurance means the period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

Permanent means twelve (12) consecutive months from the date of an Accident and at the expiry of that period being beyond hope of improvement.

Permanent Total Disablement means when as the result of a Bodily Injury and commencing from the date of an Accident and lasting for consecutive twelve (12) months, the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience, or if the Insured Person has no business or occupation, Permanent Total Disablement means the inability of the Insured Person to perform any activities which would normally be carried out in the Insured Person's daily life.

Permanent Total Insanity means a determination by a Medical Practitioner that the mental impairment of an individual substantially limits life activities which is Permanent and incurable.

Personal Effects means articles of personal use specifically designed to be worn or carried.

Physiotherapist means a physiotherapist who is legally licensed and registered with the applicable medical council of a country of his / her practice to render in physiotherapy treatment service, but excluding a Physiotherapist who is the Insured Person, Immediate Family Member or any relative of the Insured Person unless approved by the Company.

Physiotherapy Expense means Reasonable and Customary Medical Expenses necessarily incurred by the Insured Person for physiotherapy treatment provided by a Physiotherapist as a result of Bodily Injury.

Policy means this policy terms and conditions, the Schedule and any endorsement attached or to be attached thereon shall be read together as one contract.

Pre-existing Condition means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs preceding the Policy effective date.

Schedule means the schedule attached to the Policy of insurance.

Spouse means same sex or opposite sex spouse legally married according to the law of the country or region in which the spouse is married.

You/The Insured means the person named in the Schedule who is the policyholder of the insurance.

We/Us/The Company means Dah Sing Insurance Company (1976) Limited.

BASIC BENEFITS

If the Insured Person sustains Bodily Injury as aforesaid caused by an Accident occurs during the Period of Insurance, subject to the terms, conditions, provisions and exceptions of this Policy, the Company shall pay the mentioned benefits as outlined below in accordance with the Benefit Amount as mentioned in the Schedule. In respect of item 1. DEATH and item 2. PERMANENT DISABLEMENT, the Company will pay the following respective percentage of Benefit Amount, for the death of or Permanent Disablement sustained by the Insured Person resulted from Bodily Injury caused by an Accident and shall within twelve (12) calendar months, as mentioned on the Schedule as stated below.

For any claim payable under Item 1 and 2 of Basic Benefits, except for the DEATH or the total loss by physical severance, the Policy is subject to the medical evidence at Insured's own expense proving the Insured Person's Permanent Disablement is of a Permanent nature which means consecutive twelve (12) months from the date of the Accident and at the expiry of that period being beyond hope of improvement.

Item	Event	Compensation Percentage of Benefit Amount
1.	DEATH	100% of Item 1
2.	PERMANENT DISABLEMENT resulting in the Insured Person the total loss by physical severance or total Loss of Use of	Percentage of Item 2
a.	both hands or feet, or one hand and one foot	100%
b.	either one or both eyes, Loss of Sight of either one or both eyes	100%
c.	one arm at shoulder, or elbow or wrist	100%
d.	one leg at hip, or knee or ankle	100%
e.	Permanent total paralysis of or Loss of all Limbs	100%
f.	Permanent Total Insanity	100%
g.	four fingers and thumb of one hand	70%
h.	four fingers of one hand	45%
i.	a thumb	25%
j.	an index finger	15%
k.	each other finger	10%
l.	all toes from one foot	17%
m.	a big toe	5%
n.	each other toe	3%
o.	Loss of Hearing – Both ears	75%
p.	– One ear	25%
q.	Loss of Speech	60%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement under the Benefits which in its opinion is not inconsistent with the provisions of the Benefit.

3. **TEMPORARY DISABLEMENT** resulting in the Insured Person being entirely prevented from engaging in or attending to usual occupation or profession for or more than seven (7) consecutive days, the Company shall pay a weekly compensation of either (a) or (b) below:
- (a) 75% of the Insured Person's average weekly earnings in the past twelve (12) calendar months immediate preceding the date of Accident; or
 - (b) the weekly compensation stated in the Schedule under "Temporary Disablement"
- whichever the lower, for every complete period of seven (7) consecutive days the Insured Person is diagnosed and certified as Temporary Disablement by a Medical Practitioner, and up to a maximum benefit period of one hundred and four (104) weeks.
- In the event of the Insured Person is entitled to a reimbursement of all or part of the weekly compensation under this item from any other source or insurance, the Company will only be liable for such amount in excess of the amount payable under such other source or insurance.
4. **MEDICAL EXPENSES** necessarily incurred and supported by receipted accounts from a qualified Medical Practitioner to an amount not exceeding the amount stated in the Schedule under "Medical Expenses" in respect of any one event.
- The indemnity limit under this item will automatically be doubled in the event of the Insured Person being injured due to robbery.
- In the event of the Insured Person is entitled to a reimbursement of all or part of the medical expenses under this item from any other source or insurance, the Company will only be liable for such amount in excess of the amount payable under such other source or insurance.

PROVISIONS

1. No compensation stated in the Schedule shall be payable:-
 - (a) Under item 1 of Basic Benefits unless the death takes place within twelve (12) consecutive months after the date of Accident.
 - (b) Under item 2 of Basic Benefits unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) consecutive calendar months from the date of Accident and will in all probability continue for the remainder of the Insured Person's life.
 - (c) Under item 3 of Basic Benefits in respect of any one Bodily Injury for more than 104 weeks from the commencement of the disablement.
 - (d) Until the total amount of compensation shall have been ascertained and agreed unless otherwise agreed by the Company.
 - (e) Under item 3 unless medical evidence is granted by a Medical Practitioner.
2. Under item 2, for any event of which the compensation We have paid and subsequently resulting in death and it is claim payable under item 1, We will pay the difference (if any) between the total aggregate compensation paid under item 2 and the Benefit Amount of item 1 Death. Provided always that such Death must occur within twelve (12) calendar month from the date of Accident.
In no event shall the aggregate compensation payable for item 2 Permanent Disablement in a year exceed 100% of the Total Benefit Amount of item 1 Death as specified in the Schedule.
3. Payment of weekly compensation under item 3 shall cease to be payable upon the date of:
 - (a) the death of the Insured Person;
 - (b) the completion of maximum benefit period of 104 weeks from the commencement date of the Temporary Disablement ;
 - (c) failure to submit the medical evidence granted by a Medical Practitioner to prove the continuation of Temporary Disablement, whichever first occurs.
4. **DISAPPEARANCE**
In the event of the body of the Insured Person having disappeared for more than 365 days and upon production of evidence to the satisfaction of the Company that the Insured Person can reasonably be presumed to have sustained Accidental Bodily Injury resulting in Death, the Company shall be liable to make payment under item 1 subject to an undertaking in writing to refund the sum so paid if such Death is subsequently found not to have occurred.
5. The total aggregate amount for all claims payable under item 1 and/or item 2 in any one Period of Insurance for each Insured Person shall not exceed 100% of the Total Benefit amount of Death as specified on the Schedule. When the total aggregate compensation amount of 100% is paid under item 1 and/or item 2 for such Insured Person, the item 1 and item 2 of this Policy shall then immediately cease to be in force with regard to such Insured Person. No premium for the unexpired period will be refunded.

EXCEPTIONS

This Policy does not cover death or injury directly or indirectly caused by:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
2. self-inflicted injury, suicide (whether felonious or not) or any attempt thereat whether sane or insane, wilful exposure to peril (other than in an attempt to save human life), fighting (except in bona fide self defence), provoked assault, resistance to arrest;
3. the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction) or under the influence of alcohol unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or death;
4. engaging in or practising for any kind of race (other than on foot or swimming) or trial of speed or reliability;
5. engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
6. the Insured Person flying or travelling in an aircraft as a member of air crew other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced air charter service;
7. engaging in duty of ship crew or professional diving;
8. the Insured Person engaged in service or duty with the police or any armed force or Fire Service or security guard service of any country;
9. any kind of sickness or disease even if contracted by Accident;
10. child birth or pregnancy notwithstanding that such injury may have been accelerated or induced by Accident;
11. any wilful, malicious, unlawful or deliberate act of the Insured Person;
12. any Pre-existing Condition;
13. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
14. any exposure on Sanction and subject to the following clause:

Sanction 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.

15. COVID 19 / Pandemic Exclusion

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived:-

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

16. AGE LIMIT WARRANTY

It is warranted that all Insured Persons' attained age are between six (6) months and seventy (70) years old upon the first effective day of the Policy and lifetime renewable.

EXTRA BENEFITS

The following benefits only apply to this Policy when specifically mentioned in the Schedule

1. **FUNERAL CREMATION & REPATRIATION EXPENSES** necessarily and reasonably incurred and arranged by the service provider under the Worldwide Emergency Assistance up to an amount not exceeding HK\$25,000 in respect of the death of the Insured Person for whom compensation is payable under this Policy.

2. **EXTENDED SPOUSE COVER**

It is hereby agreed that the Company undertakes to provide cover for the Insured Person's Spouse in respect of the benefit of Accidental Death and Permanent Disablement for an amount not exceeding HK\$100,000.

This extension applies to the Insured Person has taken out cover on Accidental Death and Permanent Disablement for an amount not less than HK\$1,000,000 under this Policy.

3. **CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION**

If the Insured Person sustains Bodily Injury as aforesaid resulting solely by and directly from an Accident during the Period of Insurance, the Company will reimburse at its absolute discretion the actual replacement cost or cost of repair of the damaged clothing and Personal Effects at the same Accident, to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expense is also payable under this Policy.

In the event of the Insured Person is entitled to a reimbursement of all or part of the actual replacement cost or cost of repair under this item from any other source or insurance, the Company will only liable for such amount in excess of the amount payable under such other source or insurance.

This extension applies to the Insured Person who has taken out cover on Medical Expenses under this Policy.

4. **BONESETTING/PHYSIOTHERAPY/CHIROPRACTIC EXPENSES**

If the Insured Person sustains Bodily Injury as aforesaid resulting solely by and directly from an Accident during the Period of Insurance, the Company will reimburse the actual Bonesetting Expense, Physiotherapy Expense or Chiropractic Expenses not exceeding HK\$1,500 in annual aggregate which is within twelve (12) calendar months from the date of the Accident, subject to a maximum limit of HK\$150 per visit and not more than one (1) visit per day.

This extension applies to the Insured Person who has taken out cover on Medical Expenses for an amount not less than HK\$10,000 under this Policy.

5. **HOSPITAL CONFINEMENT ALLOWANCE**

In the event of the Insured Person being Confined in Hospital for treatment of Bodily Injury as aforesaid resulting solely by and directly from an Accident for which compensation under item 1. Death, 2. Permanent Disablement, 3. Temporary Disablement or 4. Medical Expenses of Basic Benefits is payable under this Policy, the Company shall pay a weekly benefit of HK\$700 for every week of Confinement subject to a maximum period of not exceeding fifty-two (52) weeks in annual aggregate.

If the period of Confinement is less than a week, the benefit will be paid on a *pro-rata* basis.

This extension applies to the Insured Person who has taken out cover on Death, Permanent Disablement and Medical Expenses under this Policy.

6. **NO CLAIM BONUS**

In the event of no claim submitted or paid under any Basic Benefits and/or Extra Benefits of this Policy during the preceding policy year, the benefit amount under item 1. Death and item 2. Permanent Disablement will be increased upon next renewal by 10% compounding each year with maximum of accumulatively increase of up to five (5) year period. Upon renewal, should there be any change on the original benefit amount of item 1. Death and item 2. Permanent Disablement as mentioned in the Schedule, the increment of benefit amount for No Claim Bonus shall be calculated basing on the updated original benefit amount and the current compounded percentage from the No Claim Bonus.

However, if there is any claim submitted or paid under any Basic Benefits and/or Extra Benefits, the Benefit Amount of the item 1 and item 2 shall be restored to the original benefit amount as mentioned in the Schedule and the No Claim Bonus must be started afresh upon next renewal with maximum of accumulatively increase of up to five (5) year period. Nonetheless, the benefit amount under this benefit shall not include the additional benefit amount as provided under the Extra Benefit No.2 Extended Spouse Cover.

No refund premium shall be made for any reason when the Insured Person does not require this increase in cover.

7. **DOUBLE INDEMNITY**

The amount payable under item 1. Death of Basic Benefit shall be doubled or increased by HK\$1,000,000, whichever is the lower, in the event of Accidental Death of the Insured Person while

- (a) travelling as a fare-paying passenger on board a public conveyance that is licensed to carry all persons indifferently and is not a contractor or private carrier, including multi-engined aircraft, buses, coaches, trains, ships, hovercraft, ferries and taxis; or
- (b) being an innocent victim in a robbery or attempted robbery.

The amount payable under this benefit shall only apply to the Original Benefit Amount as mentioned on the Schedule which excludes any additional benefit amount as provided under the Extra Benefit No.2 Extended Spouse Cover and No.6 No Claim Bonus which may have subsequently accumulated.

NB – All Extra Benefits are subject otherwise to the Terms Exceptions and Conditions under this Policy.

CONDITIONS

1. **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE EXCLUSION**

Any person or entity who is not a party to this Policy shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

2. **CONDITIONS PRECEDENT TO LIABILITY**

The due observance and fulfilment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability to the Company to make any payment under this Policy.

The proposer for this Policy is the sole Insured (who must be aged eighteen (18) or above) of the Policy. Insured Persons must be the Insured or the Insured's Spouse or children.

3. INSURED'S OBLIGATION

- (a) The Insured has the obligation to inform the Company in writing to change the cover for an Insured Person before renewal of the Policy if there is any change on the Insured Person's relationship with the Insured, otherwise there shall be no refund of the renewal premium paid or the Company will not pay any claims to that Insured Person under the renewed Policy.
- (b) The Insured has the obligation to inform all Insured Persons who are aged eighteen (18) or above, about the issuance and effectiveness of the Policy.
- (c) The Insured must declare the current occupation of the Insured Persons' age attains eighteen (18) to the Company within thirty (30) days prior renewal and the acceptance of the coverage will be subject to the Company's absolute own discretion by giving written notice to the Insured before renewal. If no declaration was given and acceptance by the Company prior renewal, the Company will reserve the right to refuse or invalidate all claims under the Policy for that Insured Person.

4. NOTICE AND AMENDMENTS

All notices required to be given by the Insured to the Company must be in writing addressed to the Company with no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

5. CHANGE OF OCCUPATION

If the Insured Person shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed in the proposal for this Policy without first notifying the Company and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as the Company may require as the consideration for such agreement) then no claim shall be payable in respect of any injury arising out of or in the course of such occupation.

6. CHANGE IN RISK

The Insured shall give immediate written notice to the Company of any change of address or any change in the information provided in the proposal for this Policy or any injury disease physical defect or infirmity by which the Insured Person has become affected and also written notice of any other insurance effected by or on behalf of the Insured Person against Accident or incapacity, otherwise the Company reserve the right to refuse or invalidate all claims under the Policy.

7. MISREPRESENTATION / FRAUD

If any part of the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void and the Company shall have the right to demand refund of all the benefits previously paid, and not to refund any premium received.

8. CLAIMS PROCEDURE

Upon the happening of any Accident likely to give rise to a claim under this Policy the Insured Person shall within thirty (30) days after the happening of the Accident give notice to the Company with full particulars of the Accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured Person (or the Insured Person's legal personal representatives) shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured Person the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed. For claim payable under item 3 "Temporary Disablement" of Basic Benefits, the Insured Person is required to submit income proof, current employment document (including but not limited to MPF statement, employment letter, bank account statement and other relevant evidence) as supporting document.

9. GOVERNING LAW AND JURISDICTION

This Policy shall be governed and interpreted in accordance with the Laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.

10. RENEWAL

- (a) Only the Insured can confirm with the Company for Insured Person(s) for any change in cover upon renewed Policy.
- (b) This Policy shall remain in force for a period of one (1) year from the Policy effective date as mentioned on the Schedule and this Policy shall be automatically renewed (if the Insured agrees to automatic renewal when he/she takes out this Policy or accepts the renewal) at the Company's sole and absolute discretion. However, the Company reserves the right to offer renewal or alter terms and conditions (including but not limited to premium, benefits, Benefit Amount or exclusion of this Policy) at the time of renewal of any Period of Insurance of this Policy by giving thirty (30) days' written notice to the Insured's last known address. In case of any amendments are not accepted by You, such renewal will not be effective and this Policy will be terminated upon such renewal date, and subject to premium condition.

11. PREMIUM PAYMENT

- (a) The Insured should pay the premium in advance on each and every premium due date under this Policy in Hong Kong dollar;
- (b) The premium amount plus other Levy (if any) as mentioned in the Schedule will be charged to Your Nominated Account when due.

12. CANCELLATION CLAUSE

This Policy may be cancelled at any time:

- (a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force and subject to a minimum and non-refundable premium of HK\$500.00 plus other Levy (if any) after client discount, whichever is higher.

Short Period Rate

<u>Period</u>	<u>Scale of Rate</u>	<u>Period</u>	<u>Scale of Rate</u>
Not exceeding 1 month	10% of annual rate	Not exceeding 6 months	60% of annual rate
Not exceeding 2 months	20% of annual rate	Not exceeding 7 months	70% of annual rate
Not exceeding 3 months	30% of annual rate	Not exceeding 8 months	80% of annual rate
Not exceeding 4 months	40% of annual rate	Not exceeding 9 months	90% of annual rate
Not exceeding 5 months	50% of annual rate	Exceeding 9 months	Full annual premium

- (b) by the **Company** on thirty (30) days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

13. TERMINATION OF POLICY

Without prejudice to any other provisions of this Policy, this Policy shall be automatically terminated on the earliest of the following:

- (a) Where this Policy is terminated due to non-payment of premiums after the grace period;
- (b) The day immediately following the death of the Insured Person;

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy year and previous Policy Years shall be refunded, unless specified otherwise.

Where this Policy is terminated pursuant to (a), the effective date of termination shall be the date that the unpaid premium is first due. The Company shall be entitled to claim for the outstanding premium and refund of any benefit payments made by the Company under this Policy.

Where this Policy is terminated pursuant to (b), the effective date of termination shall be the date immediately following the death of the Insured Person.

Provided that no eligible claim has been or will be submitted in the current Policy year and premium for the current Policy Year was paid on an annual mode, the Company shall, after deducting applicable levy, fees and charges (if any), refund the relevant premium paid for the remaining unexpired term of the current Policy year on a pro rata basis (if any).

14. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the Parties. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. If the Company shall disclaim liability to the Insured Person for any claim hereunder and the Insured Person does not commence arbitration within twelve (12) calendar months from the date of such disclaimer, the Insured Person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

15. AGGREGATE LIMIT FOR MORE THAN ONE POLICY

If any individual is insured under more than one policy which contain Accidental Death and Permanent Disablement covers and are issued by the Company, the maximum liability of the Company in respect of any one individual life under all Accidental Death and Permanent Disablement covers shall not exceed HK\$5,000,000 in aggregate and each relevant policy shall bear a proportionate share of the total loss.

16. PAYMENT OF CLAIMS

Indemnity for death of the Insured Person is payable to the Insured Person's Legal Guardian(s) or estate administrator. All other indemnities are payable to the Insured Person or if the Insured Person is below the age of 18, to the Legal Guardian on behalf of the Insured Person, except under the Extra Benefit of Funeral cremation & Repatriation Expenses or Worldwide Emergency Assistance where relevant amounts will be paid directly to the provider of services in accordance with the terms of this Policy.

17. ASSIGNMENT

This Policy is not assignable and payment of any benefit under this Policy shall only be made to the Insured Person or the legal personal representative of the Insured Person whose receipt shall be a full and absolute discharge of the liability and responsibility of the Company

18. SUBROGATION

After the Company has paid a benefit under this Policy, the Company shall have the right to proceed at its own expense in the name of the Insured and/or the Insured Person against any third party who may be responsible for events giving rise to such benefit claim under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits which has been paid by the Company in respect of the relevant benefit claim under this Policy. The Insured and/or the Insured Person must provide full details in his possession or within his knowledge on the fault of the third party and fully cooperate with the Company in the recovery action. For the avoidance of doubt, the above subrogation right shall only apply if the third party is not the Insured or the Insured Person.

19. SUITS AGAINST THIRD PARTIES

Nothing in this Policy shall oblige the Company to join, respond to or defend (or indemnify in respect of the costs for) any suit or alternative dispute resolution process for damages for any cause or reason in relation to Accidental Bodily Injury or death sustained by the Insured Person which may be instituted by the Insured or the Insured Person against any third party.

20. CHINESE TRANSLATION

The Chinese translation of this Policy is for reference only. In the event of any inconsistency between this English version and the Chinese translation, this English version shall prevail.

WORLDWIDE EMERGENCY ASSISTANCE

In the event that the Insured Person outside Hong Kong suffers Bodily Injury during the Period of Insurance for which compensation is payable under this Policy, the Company will pay or provide the following benefits rendered by the service provider nominated by the Company:

1. HOSPITAL ADMISSION GUARANTEE

The guarantee of Hospital admission deposit up to a limit of HK\$40,000, provided that the Confinement is duly approved by both the attending Medical Practitioner and the Company. Such deposit is to be borne solely by the Insured Person, unless otherwise covered under Basic Benefit Item 4.

2. EMERGENCY MEDICAL EVACUATION

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation of the Insured Person. The timing, means and final destination of evacuation will be decided by the Company and will be based entirely upon medical necessity.

3. REPATRIATION OF MORTAL REMAINS

The reasonable and unavoidable expenses for transporting the Insured Person's mortal remains from the place of death back to Hong Kong, or the cost of local burial at the place of death as approved by the Company upon the death of the Insured Person caused by Bodily Injury. The cost of coffin is not covered.

4. COMPASSIONATE VISIT

One economy class round-trip airfare for one designated person of the Insured Person to travel over to take care of the Insured Person at the place of Confinement provided the Insured Person is Confined in a Hospital for over seven (7) consecutive days. The Company will also pay the cost of accommodation reasonably incurred of such visit up to HK\$1,500 per day for a maximum period of seven (7) consecutive days. This coverage can only be utilised once during any one Accident.

5. ACCOMMODATION FOR CONVALESCENCE

The additional accommodation expenses necessarily and unavoidably incurred by the Insured Person up to HK\$1,500 per day for a maximum of seven (7) consecutive days, for the sole purpose of convalescence immediately following his/her discharge from the Hospital, and if deemed medically necessary by both the attending Medical Practitioner and the Company.

6. RETURN OF UNATTENDED CHILDREN

A one-way economy class airfare for returning the Insured Person's dependent child(ren) aged under eighteen (18) years who is/are left unattended back to Hong Kong in the event of death or Confinement of the Insured Person in a Hospital outside Hong Kong due to Bodily Injury. If necessary and unavoidable, the Company will also arrange a suitable attendant to accompany the unattended child(ren) on the return journey.

7. TRAVEL INFORMATION SERVICE

The Insured Person can obtain the following travel information service during the Period of Insurance by calling the Assistance Services Provider's Alarm Centre at its Hong Kong phone number (852) 8206 2229 and quote his/her name and his/her Policy Number

- (a) Update immunisation and inoculation requirement and needs
- (b) Passport and Visa requirements
- (c) Consulate and embassies' addresses and contact numbers
- (d) Legal referral
- (e) Arrangement of interpreter services
- (f) Worldwide Weather information
- (g) Lost luggage retrieval
- (h) Lost passport assistance
- (i) Emergency rerouting arrangements
- (j) Transmission of urgent messages for medical reasons
- (k) Children escort assistance

Maximum Liability

The maximum amount payable under Worldwide Emergency Assistance for all benefits including any hereto shall not exceed HK\$2,000,000.

Exclusion

This **Policy** does not cover:

- (a) any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the planned journey.
- (b) any expenses for a service not approved and arranged by the service provider and the Company.

Request for Assistance

For assistance, the Insured Person can call the Assistance Services Provider's Alarm Centre whose contact number in Hong Kong is (852) 8206 2229 and quote his/her name and his/her Policy Number.

「心意保」個人意外保障計劃

重要事項 - 當收到這份保險單時，請仔細閱讀保單內容，並且立即提出任何必需的修訂。

列名於承保表內的投保人在投保書及申請中的聲明乃投保人與本公司之間的合約基礎，並且已繳付或同意繳付承保表上列明的保費，作為受保的代價。

本公司茲證明將按照本保單內列明或加批的條款、不保事項、限額及條件，在承保表上列明的保險期內或在其後本公司可能接受本保單續期或延期付款的任何期間，若受保人因意外而引致任何身體損傷，本公司將根據本保單所述作出賠償（除非另有註明不承保），並按照承保表上列明的保障向受保人作出賠償，或若受保人死亡，則向受保人的遺產合法個人代表，或如承保表上訂明／載有受益人，則向承保表所列該等受益人作出賠償。

詞彙解釋

某些字詞的定義載列如下。這些字詞在保單任何部分使用時均具有相同的含意。

「意外」／「意外的」指無法預見及非故意的事件，純粹及直接引致受保人身體損傷的事件發生在保險期內。

「賠償額」指承保表所列的相應保障的總賠償額。

「身體損傷」指

- (a) 受保人身體任何部位遭受的損傷，乃純粹及直接由獨立於任何其他原因的意外造成，而非由不適、疾病或逐漸身心損耗所造成；及
- (b) 由意外、暴力、外在及可見的原因造成。

「跌打費用」指受保人因身體損傷而必需接受中醫師的跌打治療所引致的合理及慣常醫療費用。

「中醫師」指一般基於傳統的中醫藥理論行醫，並在某一國家的適用醫學委員會合法持牌及註冊的跌打醫師，但不包括本身為受保人、受保人的直系親屬或任何親屬的中醫師，惟獲本公司批准則除外。

「脊醫費用」指受保人因身體損傷而必需接受脊醫的整脊治療所引致的合理及慣常醫療費用。

「脊醫」指從事整脊治療，並在某一國家的適用醫學委員會合法持牌及註冊的脊醫，但不包括本身為受保人、受保人的直系親屬或任何親屬的脊醫，惟獲本公司批准則除外。

「住院」／「入住醫院」指受保人遵照醫生囑咐入住醫院並接受治療的期間，而在該期間必須是以住院病人身份登記，並需繳付病房及膳食費用。

「COVID-19」指由世界衛生組織（「世衛」）命名的 2019 冠狀病毒病。

「香港」指中華人民共和國香港特別行政區。

「醫院」指符合下列條件的機構：

- (a) 根據其所在司法管轄區的適用法律，正式組成、註冊並合法獲發醫院牌照，以便為傷病者提供護理及治療；及
- (b) 提供並維持設備齊全及系統化的設施，以進行診斷、治療和手術；及
- (c) 由註冊護士全日二十四（24）小時提供護理服務；及
- (d) 有持牌醫生時刻駐院；及
- (e) 並非主要提供診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或作近似性質服務的場所或類似設施。

「直系親屬」指合法配偶、父母、配偶的父母、子女、合法收養的子女、（外）祖父母、（外）孫子女、兄弟姐妹或合法監護人。

「受保人」指列名於承保表內，並獲本保險保障的人士。

「合法監護人」指在承保表上列明的人士，對受保人有合法權限照顧其個人及財產利益。

「失聰」指永久及無法恢復聽力，測試標準按 4 類指定赫茲範圍的平均分貝值計算，其公式為（a + 2b + 2c + d）的（1/6）高於 80 分貝，其中：

- a = 受保人聽到 500 赫茲的所需音量（分貝）
- b = 受保人聽到 1,000 赫茲的所需音量（分貝）
- c = 受保人聽到 2,000 赫茲的所需音量（分貝）
- d = 受保人聽到 4,000 赫茲的所需音量（分貝）

「失肢」指失去手腕或足踝關節或以上的肢體部分。

「失明」指完全喪失視力及永久無法復原。

「喪失說話能力」指無法發出說話所需的四(4)種語音中的三(3)種，例如唇音、齒齶音、顎音及軟顎音，或聲帶完全喪失功能或大腦控制說話的中樞受損，導致語言失能症。

「喪失使用功能」指肢體或器官的永久完全機能性傷殘。

「醫生」指持有西醫學位，並在其執業國家的適用醫學委員會合法持牌及註冊的醫生，以提供醫療或外科手術服務，但不包括本身為受保人、受保人的直系親屬或任何親屬的醫生，惟獲本公司批准則除外。

「指定賬戶」指由列名於承保表的投保人（亦為本保單的投保人）擁有並指定，或其後加批的任何信用卡或銀行賬戶。

「合理及慣常醫療費用」指就嚴重程度和性質相似的病例提供醫療必需服務及治療所需用品時當地通常收取的任何費用和價格。若並無保險保障則不會收取的費用，不應被納入合理及慣常醫療費用。

「**大流行疫症**」指世界衛生組織（「世衛」）或受保人發生任何意外時所處國家／地區的當地政府機構宣布的大流行疫症或流行病等。

「**保險期**」指在承保表上列明的期間，而於期內我們同意接受保費，而閣下已支付或同意支付適當的保費。

「**永久**」指意外發生之日起計連續十二（12）個月，並於此段時間終結時沒有好轉之跡象。

「**永久完全傷殘**」指受保人遭遇意外而遭受身體損傷，並於意外發生之日起計連續十二（12）個月內完全不能從事任何根據受保人的學歷、專業訓練或經驗而可賺取薪金或利益的工作。如受保人並無從事任何職業或工作，永久完全傷殘則指受保人喪失應付任何日常生活活動的能力。

「**永久完全精神失常**」指由醫生判斷個人的精神創傷對日常生活活動造成實質限制，而且永久無法復原。

「**個人物品**」指專供個人穿戴的物品。

「**物理治療師**」指在其執業國家的適用醫學委員會合法持牌及註冊的物理治療師，以提供物理治療服務，但不包括本身為受保人、受保人的直系親屬或任何親屬的物理治療師，惟獲本公司批准則除外。

「**物理治療費用**」指受保人因身體損傷而必需接受物理治療師的物理治療所引致的合理及慣常醫療費用。

「**保單**」指本保單的條款及條件、承保表及其已加批或將加批的任何批單，應視為同一份合約而一併閱覽。

「**投保前已存在的症狀**」指受保人在保單生效日期之前已存在的症狀，並因此接受醫生提出的用藥建議或治療，或因有關症狀而接受治療、診斷、會診或服用處方藥物。

「**承保表**」指附加於本保單的承保表。

「**配偶**」指依照與配偶結婚所在國家或地區的法律合法結婚的同性或異性配偶。

「**閣下**」／「**投保人**」指在承保表上列明為本保險計劃保單持有人的人士。

「**我們**」／「**我們的**」／「**本公司**」指大新保險（1976）有限公司。

基本保障

若受保人在保險期內因發生意外遭受上述身體損傷，根據本保單的條款、條件、條文及不保事項，本公司將按承保表上列明的賠償額作出以下賠償。

就第1項死亡和第2項永久傷殘而言，若受保人因意外而遭受身體損傷，並於意外發生之日起計十二（12）個曆月內死亡或永久傷殘，本公司將根據承保表上列明的賠償額按就下列相應百分比作出賠償。

就基本保障第1項和第2項下的應付索賠，除了死亡或完全肢體切斷外，本保單受制於受保人的永久傷殘必須具永久性，並受保人自費提供醫生證明該永久傷殘是永久性，而這永久性是指意外發生之日起計連續十二（12）個月，並於此段時間終結時沒有好轉之跡象。

項目	賠償項目	賠償額的賠償百分比
1.	死亡	第1項的100%
2.	永久傷殘導致受保人完全肢體切斷或完全喪失使用功能：	第2項的百分比
	a. 雙手或雙腳；或單手及單腳	100%
	b. 單眼或雙眼；或單眼或雙眼失明	100%
	c. 截至肩膀、手肘或手腕的一條手臂	100%
	d. 截至臀部、膝蓋或足踝的一條腿	100%
	e. 永久完全癱瘓或失去所有肢體	100%
	f. 永久完全精神失常	100%
	g. 一隻手的四指及拇指	70%
	h. 一隻手的四指	45%
	i. 一隻拇指	25%
	j. 一隻食指	15%
	k. 其餘任何手指	10%
	l. 一隻腳的所有腳趾	17%
	m. 一隻大腳趾	5%
	n. 其餘任何腳趾	3%
	o. 失聰 – 雙耳	75%
	p. – 單耳	25%
	q. 喪失說話能力	60%

若損傷並未詳列於上述賠償表內，本公司保留權利採用其認為可能與保障條文並無不一致的傷殘賠償百分比。

3. **暫時傷殘** 導致受保人連續七（7）日或以上完全無法參與或從事日常職業或專業工作，本公司將支付以下(a)項或(b)項的每週賠償：
- (a) 受保人在發生意外當日之前，過去十二（12）個曆月的平均每週收入的75%；或
 - (b) 承保表上所列「暫時傷殘」項下的每週賠償額
- 以較低者為準，適用於受保人經醫生診斷並證明為暫時傷殘的每段完整及連續七（7）日期間，最長賠償期為104週。
- 若受保人可透過其他途徑或保險獲得此項所述的部分或全數每週賠償，本公司只須負責賠償超過該其他途徑或保險應付金額後的任何差額。
4. **醫療費用** 必需醫療引致的費用並須由合資格醫生提供帳單收據證明，任何單一事件的賠償額不超過承保表上所列「醫療費用」項下的金額。
- 若受保人因被搶劫而受傷，根據此項作出的賠償額將自動加倍。
- 若受保人可透過其他途徑或保險獲得此項所述的部分或全數醫療費用補償，本公司只須負責賠償超過該其他途徑或保險應付金額後的任何差額。

一般條文

1. 在下列情況下，將不會按承保表所述作出賠償：
 - (a) 根據基本保障第1項，除非死亡是在遭受意外當日後起計連續十二（12）個曆月內發生。
 - (b) 根據基本保障第2項，除非已提交令本公司滿意的證據，以證明傷殘自意外之日起計已持續連續十二（12）個曆月，並很可能會在受保人的餘生持續傷殘。
 - (c) 根據基本保障第3項，就任何單一次身體損傷造成傷殘時起計已超過104週。
 - (d) 除非本公司另行約定，否則直至能夠確定並同意賠償總額為止。
 - (e) 根據第3項，除非獲醫生發出醫療證明。
2. 根據第2項，我們就任何已支付賠償並隨後導致死亡且屬於第 1 項下應付索賠，我們將支付以第 2 項下的總賠償額與第 1 項死亡應付賠償額之間的差額（如果有）。惟該死亡必須在意外發生之日起十二（12）個日曆月內發生。
- 在任何情況下就第 2 項永久傷殘支付的賠償總額在一年內均不得超過承保表所列第 1 項死亡的最高賠償額 100%。
3. 根據第3項支付的每週賠償額將於以下情況的日期起終止支付：
 - (a) 受保人死亡；
 - (b) 暫時傷殘開始之日起已完結最長104週的賠償；
 - (c) 不能提供由醫生簽發的醫療證明去證明受保人持續性的暫時傷殘，以先發生者為準。
4. **失蹤**

若受保人失蹤超過365日，並能提供令本公司滿意的證明以合理推定受保人已因意外身體損傷而死亡，則本公司有責任根據第1項作出賠償，惟必須簽署承諾，若該死亡最終證實沒有發生，便會退回該賠償。
5. 每位受保人在任何一個保險期間內根據第1項及/或第2項的所有索賠總額不得超過承保表所列第1項死亡的最高賠償額 100%。
- 若第1項及/或第2項總賠償金額已支付100%予受保人時，本保單的第1項和第2項對該受保人的保障立即無效，剩餘保險期的保費將不予退還。

不保事項

本保單不承保因以下各項直接或間接引致的死亡或損傷：

1. 戰爭、入侵、外敵行動、戰鬥（無論宣戰與否）、內戰、叛亂、革命、起義、軍事政變或篡奪權力；
2. 自殘、自殺（無論是否重罪）或在神志正常或失常的情況下意圖自殺、故意令自己身處險境（試圖拯救他人生命除外）、打架（正當自衛除外）、挑釁性攻擊、拒捕；
3. 受藥物影響（註冊醫生處方藥物除外，但不包括專為戒毒而處方的藥物）或受酒精影響，除非任何索償人可提供令我們滿意的合理證據，以證明有關身體損傷或死亡並非由醉酒所引致；
4. 參與或進行任何類型的競賽（競步或泳賽除外）、速度比賽或耐力賽；
5. 以專業身份參與某項運動，或受保人因參與該項運動而將可或能夠從中賺取收入或報酬；
6. 受保人身為機組人員參與飛行或飛機旅遊活動，但購票乘搭由正式持牌作固定國內或國際航線或包機公司所提供及經營的飛機則不在此限；
7. 參與船員職務或職業潛水；
8. 受保人在任何國家的警隊、軍隊、消防部隊或保安部隊服役或執勤；
9. 任何性質的不適或疾病，即使是因意外而感染；
10. 分娩或懷孕，即使有關的損傷乃由意外促使或導致；
11. 受保人的任何刻意、惡意、不合法或故意行為；
12. 任何投保前已存在的症狀；
13. 由以下原因直接或間接引起的任何費用、間接損失、法律責任或任何財產損失或損毀：
 - (a) 任何核子燃料、核子燃燒後產生的核子廢料所產生的電離子輻射或放射性污染；或
 - (b) 任何核能裝置、反應堆或其他核裝置或其核部件所產生的放射性、毒性、爆炸性或其他危險或污染物質；或
 - (c) 任何使用原子或核裂變及/或核聚變或其他類似反應或放射性能量或物質的戰爭武器。

14. 關於制裁的任何情況會依照以下條款：

制裁除外條款

保險公司對於任何承保、支付索償或提供保障會致使保險公司面臨由聯合國的決議、貿易或經濟制裁或歐盟、英國或美國法律或規例下的任何制裁、禁止或限制，則不會在此提供承保或有責任支付任何索償或提供任何保障。

15. **COVID-19 / 大流行症除外條款**

儘管當中有任何相反規定，但本保險不承保由以下任何一項（包括其無論是實際或感覺上引起的任何恐懼或威脅）直接或間接造成、與之相關、或在任何方面牽涉其中或由其引起的任何損失、損害、責任、費用、罰款、罰金或任何其他金額：

- (a) 2019 冠狀病毒病 (COVID-19)，包括其任何突變或變種病毒；或
- (b) 由世界衛生組織或任何政府機構宣佈的大流行症或流行病。

16. **年齡限制保證**

所有受保人保證在保險期第一日的年齡介乎六 (6) 個月至七十 (70) 歲之間，並根據保單終身可續。

額外保障

以下保障僅在承保表上有特別註明時才適用於本保單

1. **火葬及運返費用** 若受保人死亡並可根據本保單獲支付賠償，透過全球緊急援助在服務供應商安排下必需及合理地產生的費用並以港幣 25,000 元為限。

2. **配偶額外保障**

本公司茲同意承諾為受保人的配偶提供不超過港幣 100,000 元的意外死亡及永久傷殘保障。

此額外保障適用於本保單的意外死亡及永久傷殘保障投保額不少於港幣 1,000,000 元的受保人。

3. **衣物和個人財物損壞賠償**

若受保人在保險期內純粹及直接因意外而遭受上述身體損傷，本公司將按其獨有酌情權賠償在同一意外中受損衣物及個人物品的實際更換費用或維修成本，根據本保單就任何單一事件支付的金額以港幣 2,000 元為限，惟須同時支付醫療費用賠償。

若受保人可透過其他途徑或保險獲得此項所述的部分或全數實際更換費用或維修成本補償，本公司只須負責賠償超過該其他途徑或保險應付金額後的任何差額。

此額外保障適用於已投保本保單的醫療費用保障的受保人。

4. **跌打 / 物理治療 / 脊醫費用**

若受保人在保險期內純粹及直接因意外而遭受上述身體損傷，本公司將就意外發生當日後十二 (12) 個曆月內引致的實際跌打費用、物理治療費用或脊醫費用作出賠償，每年合共不超過港幣 1,500 元，惟最高賠償限額為每次港幣 150 元，每日不得超過一 (1) 次。

此額外保障適用於本保單的醫療費用保障投保額不少於港幣 10,000 元的受保人。

5. **住院津貼**

若受保人純粹及直接因意外造成上述身體損傷而須入住醫院接受治療，並可按照本保單的基本保障第 1 項「死亡」、第 2 項「永久傷殘」、第 3 項「暫時傷殘」或第 4 項「醫療費用」獲得賠償，本公司將就每週住院期支付港幣 700 元的每週賠償，惟每年合共最長期限不得超過五十二 (52) 週。

若住院期少於一週，將按比例支付賠償。

此額外保障適用於已投保本保單的死亡、永久傷殘及醫療費用保障的受保人。

6. **無索償額外保障**

若在上一個保單年度內並無就本保單的任何基本保障及 / 或額外保障提交索償或進行理賠，則第 1 項「死亡」和第 2 項「永久傷殘」的賠償額將可於下一次續保時遞增 10% (每年複合計算)，最多可累積遞增五 (5) 年。於續保時，若承保表所載第 1 項「死亡」及第 2 項「永久傷殘」的最初賠償額有任何改變，就無索償額外保障增加的賠償額，將以經更新後的最初賠償額及當前的無索償額外保障複式百分比計算。

然而，若曾就任何基本保障及 / 或額外保障提交任何索償或進行理賠，則第 1 項和第 2 項的賠償額將回復至承保表所列的最初賠償額，無索償額外保障必須在下次續保時重新計算，最多可累積遞增五 (5) 年。儘管如此，此保障下的保障金額不包括額外保障第 2 項「擴展配偶保障」下提供的額外保障金額。

在任何情況下，若受保人不需要此項額外保障，也不會因而獲退還保費。

7. **雙倍賠償**

若受保人在下列情況下意外死亡，基本保障第 1 項「死亡」的賠償額將為兩倍或增加港幣 1,000,000 元 (以較低者為準)：

- (a) 購票乘搭領有牌照運載公眾而非承包或供私人使用的公共交通工具時發生，包括多引擎飛機、巴士、旅遊巴士、火車、船、氣墊船、渡輪和出租車；或
- (b) 成為搶劫或意圖搶劫的無辜受害者。

此保障項目的應付金額僅限於承保表所列的最初賠償額，不包括其後可能根據額外保障第 2 項「配偶額外保障」和第 6 項「無索償額外保障」所累積的任何額外賠償額。

一般條件

1. 《合約(第三者權利)條例》除外條款

任何不是本保單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第623章)及其後生效的修訂或更改或取代，在任何情況下強制執行本保單的任何條款。

2. 賠償的先決條件

若本保單的條款與條件及批單涉及受保人須執行或遵守任何事項，受保人須妥為遵循及履行有關條款與條件及批單，本公司才會承擔根據本保單支付款項或提供賠償的責任。本保單的申請人為本保單的唯一投保人(必須年滿十八(18)歲或以上)。受保人必須是投保人或投保人的配偶或子女。

3. 投保人的責任

- (a) 如投保人或受保人的關係有任何轉變，投保人有責任在續保前以書面通知本公司為受保人修改保單，否則本公司將不予退還續保的保單已支付的保費，或公司將不會根據續保單向該受保人支付任何索賠。
- (b) 投保人有責任通知所有年滿十八(18)歲或以上的受保人關於保單的簽發和生效。
- (c) 受保人必須在續保前三十(30)天內向本公司申報年齡滿十八(18)歲受保人的當時職業，並且本公司將按其獨有酌情權決定是否接受承保，並在續保前以書面通知受保人。如果在續保前本公司沒有收到其申報並給予接受，否則本公司將保留權利在該受保人的保單索賠拒絕或無效。

4. 通知及修訂

投保人向本公司發出的所有通知必須以書面形式發送至本公司，除非已獲本公司的授權代表簽署或簡簽，對本保單或其任何批單的條款之更改均屬無效。

5. 職業改變

若受保人從事的任何職業比本保單投保書所披露的職業風險更大，在未事先通知本公司並從本公司取得修訂本保單的書面同意的情况下(作為同意修訂的代價，本公司可能要求支付合理的額外保費)，本公司將不會就因有關職業或於在職期間引致的任何損傷進行理賠。

6. 風險改變

若受保人的地址有所更改，或對本保險的投保書提供的資料有任何轉變，或受到任何損傷、疾病、身體或精神缺陷所影響，投保人須立即以書面通知本公司。若受保人已就意外或無行為能力投保任何其他保險，亦須就此發出書面通知，否則本公司將保留權利在該受保人的保單索賠拒絕或無效。

7. 失實陳述/欺詐

若受保人在投保書或聲明內作出的任何內容在任何方面失實，或若有任何影響風險評估的重要事實在其中被錯誤陳述或遺漏，或若本保險或其任何續保是透過任何失實陳述、失實聲明或虛報而獲得，或若提出的任何索償屬欺詐或誇大，或若作出任何虛假聲明或陳述以支持索償，則在任何這些情況下，本保單均屬無效，而本公司將有權要求退還之前所支付的所有賠償，並可不退還任何已收取的保費。

8. 索償程序

在發生任何可向本保單提出索償的意外後，受保人應在發生意外後三十(30)日內向本公司發出通知，列明意外及損傷的全部詳情，並應盡快求醫並接受適當的醫療或手術。

受保人(或受保人的合法個人代表)須按本公司的要求，自費向本公司提供所有證明資料及證據，而受保人應在合理要求時代表本公司提交醫療檢查報告。若受保人死亡，應在實際可行的情況下，在安葬或火化之前通知本公司，本公司有權要求驗屍，並會說明指定的任何檢驗時間和地點，費用由本公司負責。就基本保障第3項「暫時傷殘」的應付索償，受保人須提交入息證明、現職證明文件(包括但不限於強積金結單、受僱文件、銀行戶口結單及其他相關證明)作為證明文件。

9. 監管法律及司法管轄

本保單受香港法律管轄及詮釋，並受香港法院行使專屬司法管轄權。

10. 續保

- (a) 只有投保人可向本公司確認受保人在續保單後保單上的任何變化。
- (b) 本保單自承保表所述保單生效日期起計一(1)年內有效，而本保單在本公司酌情決定下將可自動續保(若投保人在投保本保單或接受續保時同意自動續保)。然而，本公司保留權利，可於續保時提供續保或更改其條款及細則(包括但不限於本保單的保費、保障項目、賠償額或不保項目)，惟須向投保人發出三十(30)日書面通知寄往投保人最後為人所知的地址。若閣下不接納任何有關修訂，該續保將無效，而保險將在該續保日期終止，惟須符合保費條件。

11. 繳付保費

- (a) 閣下須於本保單的每個保費到期日之前預先繳付保費(以港元計值)；
- (b) 承保表上列明的保費金額加上其他徵費(如有)，將在到期時從閣下的指定賬戶中扣除。

12. 取消條款

在下列情況下，本保單可隨時取消：

- (a) 投保人以書面形式向本公司發出通知。在該情況下，本公司會以短期保費率計算本保單有效期內應付的保險費，惟本公司對扣除客戶折扣後的保費退款設有最低及不獲退還的保費額為港幣500元，另加其他徵費（如有）。

短期保費表

保障期	保費率	保障期	保費率
不超過1個月	年保費率之10%	不超過6個月	年保費率之60%
不超過2個月	年保費率之20%	不超過7個月	年保費率之70%
不超過3個月	年保費率之30%	不超過8個月	年保費率之80%
不超過4個月	年保費率之40%	不超過9個月	年保費率之90%
不超過5個月	年保費率之50%	超過9個月	全年保費

- (b) 本公司可提前三十（30）日將有關通知寄往投保人最後為人所知的地址。在該情況下，本公司有責任按要求按比例退還取消當天起未屆滿期限的保險費。

13. 終止保單

本保單將在以下情況時自動終止，以最先者為準：

- (a) 投保人在寬限期屆滿時仍未繳交保費；或
(b) 受保人身故翌日；

在本保單終止後，本保單的保障亦即告終止。除非另有說明，任何現保單年度及過往所有保單年度已繳交的保費，均不獲退還。

若保單是按（a）終止，終止生效日為未付保費的原到期日。本公司有權追討到期未付的保費及已支付的賠償。

若保單是按（b）終止，終止生效日期為受保人死亡後的緊接日期。倘若在本保單年度內並無或將提交合資格索償，且本保單年度的保費已按年繳付，本公司將在扣除適用徵費及費用（如有）後，按比例退還本保單已繳付餘下未屆滿的年度保費。

14. 替代性爭議解決方式

如有任何關乎本保單的爭議，爭議各方可以作出於善意的調解去解決爭議。調解是根據當時適用並由香港司法機構發出民事調解相關的實務指示進行。所有未解決之爭議，一律按照《仲裁條例》（香港法例第609章）及不時生效的修訂本規定進行仲裁。仲裁須在香港進行並由爭議各方同意的單一仲裁員審理。如爭議各方未能協定仲裁員人選，則由香港國際仲裁中心主任委任。現明確規定，爭議各方必須待至仲裁裁決，方可就本保單展開其他法律行動。若本公司作出免責聲明，不承認本保單下對受保人的任何賠償責任，而受保人並未於有關免責聲明作出之日起十二（12）個曆月內按上述規定將事件交由仲裁處理，則受保人即被視作已撤銷或放棄索償權利，此後不得再就本保單進行追討。

15. 超過一份保單的總限額

若任何個人投保超過一份由本公司簽發，並同時包含意外死亡及永久傷殘保障的保單，則本公司就任何一名個人在所有意外死亡及永久傷殘保障下的最高賠償責任合計不得超過港幣5,000,000元，每份相關保單須按比例承擔整體損失。

16. 支付索償

若受保人身故，本公司將支付賠償予受保人之合法監護人或遺產管理人。所有其他賠償一律給予受保人；若受保人年齡為十八（18）歲以下，賠償將支付予代表受保人的合法監護人。惟「緊急醫療運送」及「遺體運返」，將根據本保單條款直接賠償予服務提供者。

17. 轉讓

本保單不得轉讓，另本公司根據本保單保障所作出的任何賠償，將會只發給給受保人或其合法個人代表，有關人士從本公司收訖的賠款，將成為本公司完成責任的證明。

18. 代位權

在本公司按本保單支付賠償後，本公司有權以投保人及/或受保人的名義，對可能需就導致本保單作出賠償的事故負責的第三者進行追討。本公司需支付所涉及費用，討回的款項亦屬本公司所有，並以本公司就本保單支付該事故的賠償金額為限。投保人及或受保人必須提供全部或已知的第三者過失詳情及充分與本公司合作。為免存疑，上述代位權只適用於當第三者並非投保人或受保人的情況。

19. 對第三者的訴訟

按本保單所述，投保人或受保人對第三者，就受保人所承受的身體損傷或死亡，因任何原因或理由所提出的損害或另類排解糾紛程序，本公司並無責任參與、回應或辯護（或支付共相關的費用）。

20. 中文譯本

本保單的中文譯本只供參考之用，如與英文原文有任何歧異，概以英文本為準。

全球緊急援助

若受保人在保險期間在香港境外遭受身體損傷，而且受保人可按本保單獲支付賠償，本公司將支付或提供由本公司指定服務供應商所提供的下列保障：

1. 住院保證金

若受保人的住院已經獲得主診醫生和本公司同意，本公司可代為支付最高以港幣40,000元為限的住院保證金。除非基本保障第4項另有提供保障，否則該保證金須由受保人自行承擔。

2. 緊急醫療運送

因受保人的緊急醫療運送而必要及不可避免地引致的運輸、醫療服務和醫療用品的實際費用。運送時間、方式及最終目的地將由本公司決定，並將完全基於醫療需要而安排。

3. 遺體運返

若受保人因身體損傷而死亡，其遺體由身故地點運送回香港所引致合理及無可避免的開支，或獲本公司同意於身故地殮葬之有關費用。棺木費用不包括在內。

4. 近親探望

若受保人在醫院連續住院超過七（7）日，本公司將支付一張來回經濟客位機票予受保人指定的一名人士，前往住院地點照顧受保人。本公司亦將支付因這次探訪而合理產生的住宿費用，以最高每日港幣 1,500 元為限，最長連續七（7）日。此保障只能在任何一次意外期間使用一次。

5. 休養期間的額外住宿費用

受保人出院後，經主診醫生及本公司同意，認為受保人在醫療上必需立即休養，並僅就此目的而必要及不可避免地引致的額外住宿費用，最高以每日港幣 1,500 元為限，最長連續七（7）日。

6. 送返無人看管的子女

若受保人死亡或因身體損傷而在香港以外人住醫院，本公司將支付一張單程經濟客位機票予受保人十八（18）歲以下無人看管的子女返回香港。如有必要且不可避免，本公司亦會安排合適的看護人員陪同該無人看管的子女返港。

7. 旅遊諮詢服務

受保人於保險期內可致電援助服務供應商的救援中心，香港電話號碼為(852) 8206 2229，以獲取以下旅遊諮詢服務，致電時請引述姓名及保單編號。

- (a) 最新疫苗接種要求
- (b) 護照與簽證要求
- (c) 領事館與大使館的地址與電話號碼
- (d) 法律服務轉介
- (e) 翻譯服務安排
- (f) 國際天氣資訊
- (g) 遺失行李援助
- (h) 遺失護照援助
- (i) 緊急更改路線安排
- (j) 緊急傳遞醫療訊息
- (k) 兒童護送協助

最高賠償責任

所有全球緊急援助的保障（包括其任何額外保障）應付的最高金額不得超過港幣 2,000,000 元。

不保項目

本保單不承保：

- (a) 由另一方提供的服務所產生而受保人並無責任支付的任何費用，或計劃行程費用已包括的任何費用。
- (b) 未經服務供應商及本公司認可和安排的服務的任何費用。

尋求協助

如須協助，受保人可致電援助服務供應商的救援中心，香港聯絡電話號碼為(852) 8206 2229，致電時請引述姓名及保單編號。