

# Personal Accident Insurance 綜合意外保

## Terms and Conditions 條款及細則

Please read these terms and conditions carefully. Should you have any queries, please contact us for assistance.

請詳細閱讀此條款及細則。如有任何查詢,請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字(亞太)保險有限公司乃友邦保險控股有限公司之子公司,與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。



#### PERSONAL ACCIDENT INSURANCE POLICY

PLEASE RETAIN THIS POLICY DOCUMENT AND ALL ENDORSEMENTS AND ATTACHMENTS HERETO AS EXTENSIONS OF COVER GRANTED BY THE COMPANY WILL BE EFFECTED BY ENDORSEMENT ONLY WITHOUT ISSUANCE OF A NEW POLICY DOCUMENT.

The Proposal made to the Company by the Insured as named in the schedule (herein called the Insured) in connection with insurance together with any declaration required of the Insured shall be the basis of and shall form part of this contract.

In consideration of the payment of premium and subject to the definitions, limitations and general provisions contained hereon or attached hereto, the Company hereby insures the person(s) named in the Schedule as the Insured Person(s) herein called the Insured Person(s) and promises to pay indemnity for loss resulting from injury to the extent herein provided. All period of insurance shall begin and end 00:00, standard time, at the place where the policy was issued.

#### **DEFINITIONS**

- "ACCIDENT" means an event occurring entirely the Insured Person's control and caused by violent, external and visible means.
- "INJURY" means bodily injury which is sustained by the Insured Person during the
  period of this policy and is caused by an Accident, solely and independently of any
  other cause, where death or disablement of the Insured results within 12 calendar
  months from the date of such accident.
- "PERMANENT TOTAL DISABLEMENT" means an Injury which within 12 months
  of the causative Accident prevents the Insured Person from engaging in each
  and every occupation or employment for compensation or profit for which he is
  reasonably qualified by reason of his education, training or experience, which
  disablement after lasting for a minimum of 52 consecutive weeks shall be certified
  to be a condition that permanently and totally prevents the Insured Person from
  following any gainful occupation without hope of any improvement.
- "TEMPORARY TOTAL DISABLEMENT" means the entire prevention of the Insured Person from attending to his daily business of usual occupation. The disability must occur within twelve months from the date of an Injury.
- "LOSS OF LIMB" means loss by physical severance of a hand at or above the wrist
  or of a foot at or above the ankle.
- "LOSS OF FINGERS OR TOES" means complete severance of a hand at or above the metacarpophalangeal joints or metatarsophalangeal joints.
- "LOSS OF SIGHT OF EYE" means the entire and irrecoverable loss of sight.

"FRACTURE LEG OR PATELLA WITH ESTABLISHED NON-UNION" It is a complete Break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.

- "LOSS OF USE" means total functional disablement and is treated like the total loss
  of said limb or organ.
- "MEDICAL EXPENSES" shall mean the actual medical expenses paid by an Insured Person to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical treatment within 52 weeks from the date of the accident resulting in the injury concerned. Such expenses shall exclude the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by injury. Provided that in the event of an Insured Person becoming entitled to a refund of all or part of such expenses from any source, the Company will only be liable for the excess of the amount recoverable from such other source. It is further declared and agreed that the Company will not indemnify the Insured for the accidental medical expenses incurred due to an accident that are paid to a Chinese Bonesetter of Acupuncturist.

#### CONDITIONS

## 1. Condition Precedent To Liability

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

#### 2. Notice

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

## 3. Exposure and Disappearance

Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or vessel in which the Insured Person is travelling under such

circumstances as would otherwise be covered hereunder shall be deemed accidental bodily injury for the purpose of this insurance. If the body of the Insured has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured was travelling and under such circumstances as would otherwise be covered hereunder, it will presumed that the Insured suffered loss resulting from bodily injury caused by an accident covered by this policy at time of such disappearance, sinking or wrecking.

#### 4. Change Of Occupation

Any settlement of the claim shall be based on the occupation disclosed in the time of issuing this policy. Any change of occupation during the currency of the policy is to be notified to the Company first and obtain a written agreement to amend the policy subject to the payment of additional premium as the Company may require. Failure to disclose the change of occupation may result in no claim be payable for any injuries arising out of or in the course of the new occupation.

#### Change In Risk

The Insured shall give immediate notice to the Company of any change of address or any injury, disease, physical defect or infirmity by which the Insured Person has become affected and also notice of any other insurance effected by or on behalf of the Insured Person against accident or incapacity.

#### 6. Misrepresentation/Fraud

If the proposal or declaration of the Insured is untrue in any respect of if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance of any renewal thereof shall have been obtained any misstatement, misrepresentation or suppression or any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any or these cases this Policy shall be void.

#### 7. Claims Procedure

Upon the happening of any Accident likely to give rise to a claim under this Policy the Insured shall within 14 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, (or his representatives) shall at his own expenses furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall wherever reasonably required to do so submit to a medical examination on behalf of the Company. In 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.

#### B. Renewal

This insurance may be renewed from year to year by mutual agreement between the Insured and the Company but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the Age Limit stated in the Schedule. Thereafter the Company may accept further renewal of this Policy at its own option.

## 9. Cancellation

The Company may cancel this policy by sending seven days notice by registered letter to the Insured at his last known address provided that the Company shall in that event return to the Insured a proportionate part of the Premium corresponding to the unexpired period of Insurance. This Policy may also be cancelled at any time by the Insured on seven day's notice to the Company and provided no claim has arisen during the current period of insurance, the insured shall be entitled to the difference (if any) between premium paid and the premium calculated at the Company's Short Period rated of the time during the policy has been in force subject to minimum policy premium as stated in the policy schedule.

#### 10. Arbitration

Any disputed or difference arising out of or in connection with this policy shall be referred to and determined by the determined by the decision of an arbitrator at the Hong Kong International Arbitration Centre and in accordance with its Domestic Arbitration Rules. In relation to all matter referred to arbitration by this agreement, the right of appeal under section 23 of the Arbitration Ordinance Chapter 341 or the Laws of Hong Kong and the right to make an application under 23a thereof are hereby excluded.

### 11. Expiry of Liability

The Company shall not be liable for any claim arising from an accident which is not notified to it in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim arising from an Accident after twelve months following the date of such accident unless the claim is in arbitration.

#### 12. Liability

The liability of the Company shall not commence until the policy has been issued and the full premium payment has been received by the Company.

#### 13. Age Limits

No persons under the age of 6 months or over 70 years shall be insured under this policy unless specifically accepted by the Company and renewals of this policy for persons over the age of 65 shall be wholly at the Company provided always that all coverage shall cease at the expiry date following the Insured Person's 70th birthday if this policy is not previously discharged or terminated.

## **14. Sanction Limitation and Exclusion Clause** - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- (a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject 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, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
- (b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not 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 the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

#### EXTRA BENEFITS (Only applicable if stipulated in the schedule)

#### 1. Limitation of Cover

Insured & Family refers to Insured, his/her spouse and all children. "Children" refer to unmarried children age 6 months to 21 years old or 23 years old if they are full times students.

Coverage and benefit amount of Insured's spouse are the same as the Insured's.

Maximum benefit amount for children is 25% of the Insured's benefit amount, or up to HK\$250,000.-, whichever is lower.

Any person insured aged 66 or above, benefits are reduced to 50% of the Plan cover under item 1, 2 & 3 of the schedule of benefits.

#### 2. Double Indemnity (Accidental Death or Permanent Total Disablement)

The amount payable for Accidental Death or Permanent Total Disablement benefit shall be double for loss sustained while the Insured Person(s) is(are) riding as a fare paying passenger(s) on board a public conveyance licensed to carry passengers and/or private car.

## 3. Repatriation of Remains

In the event of accidental death of the Insured Person, the company will pay the actual expenses incurred for repatriation or transportation of mortal remains to the home country of the insured person up to but not exceeding HK\$20,000.- for Plan 1 or Plan 2 as stated in the Policy Schedule.

## 4. Burial & Funeral Expenses

In the event of accidental death of the Insured Person, the company will pay the actual expenses incurred for burial and funeral expenses up to but not exceeding HK\$25,000.- for Plan 1 and HK\$50,000.- for Plan 2 respectively as stated in the Policy Schedule.

## 5. Credit Card Protection

In the event of accidental death of the Insured Person, the company will pay the outstanding balance on credit card of the Insured Person up to but not exceeding HK\$25,000.- for Plan 1 and HK\$50,000.- for Plan 2 respectively as stated in the Policy Schedule.

## 6. Hospital Cash Benefit

In event of the Insured Person being confined in hospital for treatment for bodily injury for which compensation is payable under this Policy, a daily benefit of HK\$300.- per day for Plan 1 and HK\$600.- per day for Plan 2 respectively as stated in the policy schedule is payable for such period of confinement subject to a maximum period payable not exceeding 120 days.

## 7. Accidental Medical Expenses

Provides reimbursement of the fees incurred for medical or surgical treatment or hospital expenses for bodily injury of the Insured Person up to but not exceeding HK\$10,000.- for Plan 1 and HK\$20,000.- for Plan 2 respectively in respect of any one accident or any one period of insurance. The aggregate of all such eligible expenses shall not exceed the Sum Insured for Accidental Medical Expenses stated in the Policy Schedule.

## 8. Accidental Chinese Bonesetter/Acupuncturist Treatment Expenses

It is hereby declared and agreed that this Policy extends to cover the Chinese Bonesetter/Acupuncturist Treatment Expenses necessarily and reasonably incurred and supported by receipts from a licensed or registered Chinese Bonesetter/Acupuncturist up to HK\$500.- for Plan 1 and HK\$1,000.- for Plan 2 respectively in respect of any one accident or any one policy period of insurance but limited to maximum claim for one visit per day at HK\$100.- as stated in the Policy Schedule.

#### 9. Personal Liability

The Company will indemnify the Insured and the Insured's family ordinarily residing with the Insured against all sums which the Insured and the Insured's family shall become legally liable to pay in respect of accidental bodily injury to persons or

accidental loss or damage to property, occurring during the Period of Insurance and caused by the Insured within the geographical area. The liability of the Company shall not exceed the limit as stated in the Schedule, including the costs.

In the event of the death of the Insured, the Company will in respect of liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms, conditions and exceptions of this Policy insofar as they can apply.

The Company shall not be liable under this Policy for any loss destruction damage liability or bodily injury directly or indirectly caused by or contributed to by or arising from:

- a) bodily injury to any member of the Insured's family or in the employ or service of the Insured:
- o) loss of or damage to property belonging to or held in trust or in the custody or control of the Insured or any member of the Insured's family, or in the control of any person in the service of the Insured;
- any agreement by the Insured to any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- d) the ownership, possession, driving or use of any mechanically propelled vehicles, aircrafts or watercrafts.
- e) Fines, penalties, punitive or exemplary damages.
- f) war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot strike or civil commotion;

Volcanic eruption subterranean fire earthquake or other convulsion nature;

The Company shall not be liable any loss or destruction of or damage to any property whatsoever or any legal liability of whatsoever nature caused by or arising from or in consequence of or contributed to or by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception combustion shall include self-sustaining process of nuclear fission; nuclear weapons material;

g) Any legal liability of whatsoever nature from the Insured's professions.

## 24 HOURS EMERGENCY SERVICES

#### - Blue Cross Worldwide Emergency Aid

Emergency Medical Assistance In the event of a serious bodily injury or sickness requiring hospitalization abroad, the Insured Person may ask the hospital administrator to contact "Blue Cross Worldwide Emergency Aid" by telephone or fax if assistance is needed.

Procedure In the event of the below-described coverage is applicable, the Insured Person or his/her representatives shall call our "Blue Cross Worldwide Emergency Aid" for 24-hour emergency assistance.

Tel: (852) 2263 7303 Fax: (852) 2263 7757

The party making such call will be required to identify the Insured Person name's, his/her Policy Number and Identity Card or Passport Number as well as nature of problem, the location and contacts. After validation, the Company or its authorized representatives, will provide services and settle bills as required by the terms and conditions of this Policy through "Blue Cross Worldwide Emergency Aid".

Accidental Medical Expenses as mentioned in Extra Benefits Repatriation of Remains as mentioned in Extra Benefits Burial and Funeral Expenses as mentioned in Extra Benefits

## **Referral Services**

Upon request of the Insured Person, referral services such as legal assistance, interpreter, obtaining replacement of lost travel document or air-ticket etc. could be provided through "Blue Cross Worldwide Emergency Aid".

Note: Prior approval must be obtained from the Company before any payment to be made through Emergency Assistance Service in related to Accidental Medical Expenses, Repatriation of Remains, Burial and Funeral Expenses.

#### **Short Period Rates**

The following scale of rates shall apply to policies issued or renewal for a period less than 12 months and shall also be used in calculating return premiums on policies cancelled:

## **Insurance Period not exceeding**

1 month 20% of annual premium 2 months 30% of annual premium 3 months 40% of annual premium 4 months 50% of annual premium 5 months 60% of annual premium 6 months 70% of annual premium 7 months 80% of annual premium 8 months 90% of annual premium over 8 months Full annual premium

The cancellation of this policy will be in accordance with Policy Condition 9. This policy is subject to a minimum Policy Premium of as stated in the Policy Schedule.

#### DATE OF RECEIPT

This policy is issued subject to no known or reported loss prior to the date of receipt on application or renewal instructions received by the Insurance Company.

#### **EXCLUSIONS**

No benefit is payable under this Policy in respect of:

- Accidental bodily injury sustained whilst the Insured Person is engaging in any
  of the Excluded Activities described herein below
- 2. Accidental bodily injury or illness arising from or contributed to by
  - (a) intentional self injury or suicide
  - (b) the taking of any drug unless taken in accordance with the directions prescription of a registered medical practitioner
  - (c) pregnancy or childbirth
  - (d) intoxication
- Accidental bodily injury arising sustained after the expiry of the Period of Insurance in which the Insured Person attains 70 years of age
- Any consequence of war, (whether war be declared or not), invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution or military or usurped power
- 5. Accidental bodily injury from or contributed to by any physical or mental defect or infirmity suffered by the Insured Person and of which the Insured or such Insured Person was at the date such person was included in this Policy or at the renewal date unless declared to the Company and accepted in writing by the Company.
- 6. Radioactive contamination, whether arising directly or indirectly.
- 7. Airlines personal, air crews or ship crews
- 8. Service in the armed forces of any country
- Involvement in any criminal activities other then as a proved victim or a bystander.

#### **EXCLUDED ACTIVITIES**

- (a) engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.
- (b) flying or other aerial activity other than flying in a multi-engined aircraft operated by the recognized airline or charter operator as a passenger but not
  - (i) airline personnel or aircrew
  - (ii) for the purpose of any trade or technical operation in or on the aircraft
- (c) climbing or mountaineering necessitating the use ropes or guides, hang gliding and parachuting.
- (d) racing other than
  - (i) on foot
  - (ii) swimming
  - (iii) yacht racing within territorial waters
- (e) diving to a sea-depth greater than 30 meters

## 15 DAY FREE POLICY INSPECTION PERIOD

Blue Cross (Asia-Pacific) Insurance Limited trust that the policy issued will satisfy customer's insurance need, however if customers are not completely satisfied then you should return the policy, and attached a letter, signed by customers, requesting cancellation. The policy will then be cancelled and the premium(s) paid will be refunded provided that (I) customer's request to cancel is received directly by Blue Cross (Asia-Pacific) Insurance Limited within 15 days after the policy Issue Date and (II) no claim payment has been made.

## **SCHEDULE OF BENEFITS**

Benefits as percentage of the Sum Insured per Insured Person:-

Insured Events	Percentage of Sum Insure
1) Accidental Death	100%
2) Permanent Total Disablement	100%
3) Permanent and incurable Paralysis of all Limbs	100%
4) Permanent Total Loss of Sight of both Eyes	100%
5) Permanent Total Loss of Sight of one Eye	50%
6) Loss of or Permanent Total Loss of use of two Limbs	100%
7) Loss of or Permanent Total Loss of use of one Limb	50%
8) Loss of Speech and Hearing	100%
9) Permanent Total Loss of Hearing in	
(a) both Ears	75%
(b) one Ear	15%
10) Loss of Speech	50%
11) Permanent Total Loss of the Lens of one Eye	30%
12) Removal of the Lower Jaw by surgical operation	30%
13) Loss of or Permanent Total Loss of Thumb and four Fingers of	
(a) Right Hand	70%
(b) Left Hand	50%
14) Loss of or Permanent Total Loss of use of four Fingers of	
(a) Right Hand	40%
(b) Left Hand	30%
15) Loss of or Permanent Total Loss of use of one Thumb	
(a) both right joints	30%
(b) one right joint	15%
(c) both left joints	20%
(d) one left joint	10%
16) Loss of or Permanent Total Loss of use of Fingers	
(a) three right joints	10%
(b) two right joints	7.5%
(c) one right joint	5%
(d) three left joints	7.5%
(e) two left joints	5%
(f) one left joint	2%
(Left hand users can have the coverage percentage left and right hand reversed.)	
17) Loss of or Permanent Total Loss of use of Toes	
(a) all - one Foot	15%
(b) great - both Joints	5%
(c) great - one Joint	3%
(d) other - toe	2%
18) Fractured Leg or Patella with established non-union	10%
19) Shortening of leg by at least 5 cm	7.5%

The aggregate total of all percentages payable for Accidental Death and Permanent Total Disablement in respect of any one accident shall not exceed 100% and the eligible benefits payable for Temporary Total Disablement, Daily Hospital Income and for Accidental Medical Expenses shall not exceed the limit of benefits stated in this policy.

The total amount payable in respect of any one injury shall not exceed the Sum Insured per Insured Person.

No alteration to this Policy will be held valid unless the same is signed or initialled by an authorized Officer of the Company.



## 綜合意外保 - 章則條款

請保留此保險單及有關的一切附加條款文件與附件,凡本公司批准擴大承保範圍,概 以附加條款文件為憑,不另行簽發新保險單。

附表所載的投保人(下稱「投保人」)向本公司提交關於保險的建議書,連同投保人 須作出的任何聲明,均為本合約的依據並為本合約的一部份。

在收取保費作為代價,並受限於本文件所載或所隨附的各項定義、限制及一般規定的情況下,本公司茲承保附表所載稱為受保人的人士(下稱「受保人」),並承諾以本文件所述的範圍為限,就因損傷導致的險損支付賠償。所有保險期限均以保險單簽發當地零時(標準時間)開始及結束。

#### 定義

- 「意外」指受保人完全無法控制其發生,並且因暴力、外在因素及可看見方式所 導致的事件。
- 「損傷」指受保人在本保險單期限內遭受的身體傷害,而該身體傷害是完全因意 外而非任何其他原因所致,並導致受保人在該意外發生之日起計12個公曆月內 死亡或傷殘。
- 「永久完全傷殘」指在導致受保人損傷的意外發生12個月內,損傷令受保人無法從事其具備的教育水平、訓練或經驗可合理地從事的任何職業或獲得的就業機會以賺取報酬或收益。該項傷殘若維持至少連續52個星期,得證實為永久及完全傷殘,使受保人完全無法從事任何可獲得報酬的工作,而且沒有希望可有任何推展。
- 「暫時完全傷殘」指受保人完全無法處理其慣常從事的工作之日常職務。該項傷 殘必須在損傷發生之日起計12個月內出現。
- 「喪失肢體」指手部在手腕或以上的部份又或腳部在腳踝或以上的部份被實際切除。
- 「喪失手指或腳趾」指手部在掌骨關節或以上的部份又或腳部在蹠骨關節或以上的部份被完全切除。
- 「喪失視力」指完全失去視力,無法復原。
- 「**腿或膝蓋骨骨折並經確定骨不連合**」指腿骨完全折斷為兩節;折斷的腿骨不能 良好愈合及不能正常活動,而這情況將在受保人的餘生持續。
- 「喪失功能」指完全失去功能上的作用,視為有如完全喪失上述肢體或器官。
- 「本公司」指簽發本保險單的公司。
- 「醫療費用」指在導致有關損傷的意外發生之日起計52個星期內,受保人就接受治療而向正式合資格及註冊的醫生、內科醫師、外科醫師、護士、醫院及/或就救護車服務支付的實際醫療費用。該等醫療費用並不包括牙科治療費用,但若因損傷而須對健康及自然的牙齒進行的治療則作別論。如果受保人有權從任何方面獲得發選所有該等費用或其中一部份,則本公司只會承擔受保人不能獲得該其他方面發還之數。另茲聲明並同意,本公司不會就因意外而引致須支付予中醫跌打師或針灸師的醫療費用,向受保人作出賠償。

## 條件

#### 1. 承擔責任的先決條件

妥為遵守及履行本保險單中有關須由投保人履行或遵守的任何事宜的條款與條件及附加條款,為本公司承擔根據本保險單作出任何付款的責任的先決條件。

#### 2. 通知

投保人須給予本公司的所有通知,必須以書面方式向本公司發出。本保險單上的 條款及附加條款如有任何更改,須經本公司的代表簽署或簡簽,方為有效。

#### 3. 處身險境及失蹤

就本保險而言,受保人在受本保險單保障的情況下,因搭乘的飛機或船隻遇上不幸事故而直接使受保人處身險境,導致受保人死亡、險損或傷殘,得視為意外的身體損害。倘在受保人受本保險單保障的情況下,在受保人搭乘的飛機或其他陸路或海路的運輸工具失蹤、下沉或遇難之日後一年內,仍未能尋回受保人的軀體,則假定受保人在上述失蹤、下沉或遇難事件發生之時,因受本保險單保障的意外造成的身體損害而遭受險損。

#### 4. 更改職業

在處理任何索償時,均以在簽發本保險單時所披露的職業為依據。受保人如在保險單有效期內更改職業,必須首先通知本公司,以便獲得有關修改保險單的書面同意,惟本公司可要求額外加繳保費。假如受保人更改職業而沒有通知本公司,則其因新職業所引致或從事新職業期間發生的任何損傷,可能不會獲得本保險的任何賠償。

## 5. 風險改變

倘若投保人的地址有任何更改或受保人受傷、患病、身體缺陷或衰弱,或受保人 本身或透過代表投購關於意外或無行為能力的任何其他保險,投保人必須立即通 知本公司。

### 6. 失實陳述/欺詐

倘投保人的建議或聲明在任何方面失實,或倘影響風險的任何重要事實在本保 險單內錯誤地陳述或在本保險單內遺漏,或倘本保險的任何續保涉及任何錯誤陳 述、失實陳述或隱瞞的情況,或所作出的任何索償屬於欺詐或誇大或支持索償的 證據屬於錯誤的聲明或陳述,則在任何或此等情況下,本保險單將視為無效。

#### 7. 索償程序

在發生任何有可能可以根據本保險單提出索償的意外後,投保人須於意外發生後 14 日內通知本公司有關意外及損傷的詳情,並須儘快取得治療或外科方面的適 當意見及按該等意見行事。投保人(或其代表)須向本公司提供本公司要求的一 切證明書、資料及證據,有關費用由投保人承擔。如受保人被合理地要求,亦須 有公司行進行體格檢查。假如受保人巴於亡,本公司有權自費進行驗屍;在 實際可行情況下,本公司有權在受保人埋葬或火葬前,獲取載有關於受保人任何 死因研訊的指定舉行時間及地點的通知。

#### 8. 續傷

本保險可經投保人與本公司雙方同意,按年續期,但在任何情況下須於受保期 (期間受保人達到附表所載的年齡限制)完結時終止。嗣後,本公司可選擇是否 接納本保險單的進一步續期。

#### 9. 取消

本公司可按投保人最後為人所知的地址,以掛號信件的方式向投保人發出預先7日通知,藉此取消本保險單,惟本公司須按比例向投保人退還保險未屆滿期間的保費。本保險單亦可由投保人向本公司發出預先7日通知而隨時取消,而只要在保險的有效期內並無提出任何索償,投保人可獲得退還已付的保費與在保險單的有效期內按本公司短期保費率計算的保費兩者的差額(如有),惟須受保險單附表所載的最低保費額所限。

#### 10. 仲裁

由本保險單引起或關乎本保險單的任何爭議或分歧須提交予香港國際仲裁中心,由其仲裁員根據該中心的本地仲裁規則 (Domestic Arbitration Rules) 作出裁決。就根據此項協定提交仲裁的所有事項而言,在香港法例第 341 章仲裁條例第 23 條下的上訴權及在該條例第 23a 條下的提出申請的權利均被摒除。

#### 11. 責任期滿

本公司對於並無獲書面通知或並無尋求或遵循適當醫療護理與治療的意外所產生的任何索償,概不負責。對於在意外發生之日起計12個月後始提出的任何索償,本公司概不負責,但若有關索償正提交仲裁則作別論。

## 12. 法律責任

本公司的法律責任須在保險單簽發後及本公司收到全數保費後始生效。

## 13. 年齡限制

除非特別經本公司同意,否則年齡在6個月以下或70歲以上的人士均不受保。本公司可全權決定本保險單內年齡65歲以上的人士能否獲得續保,惟若本保險單並無於先前解除或終止,則所有保障會於緊隨受保人的70歲壽辰後的屆滿日期停止。

- 14. 制裁限制及不保條款 特此聲明並同意,儘管本保單中有任何相反的規定:
  - (a) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面 臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司 的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易 制裁法律或法規下的任何制裁、禁制或限制的風險或(本公司認為)可能令 本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險,則本公司 可在發出由本公司決定的書面短知時或後隨時終止本保單(無論是否自本保 單生效日起計)。此後,本公司無需再與保單持有人及/或受保人及/或其 他與本保單有關的任何個人或實體進行任何業務往來,包括但不限於根據本 保單支付或收取任何款項。
  - (b) 在不影響上文第 (a) 段的前提下,如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制,或令本公司面臨受到任何前述的制裁、禁制或限制的風險,則本保單不應被視為提供保險,而本公司亦無責任支付任何賠償或提供任何保障。

#### 額外的保險賠償 ( 只適用於保險賠償表訂明的情況 )

#### 1. 保障範圍

投保人及家人指投保人、其配偶及所有子女。「子女」指年齡屆乎 6 個月至 21 歲或 23 歲 ( 如為全日制學生 ) 的未婚子女。

投保人的配偶的受保範圍及保險賠償額,跟投保人的受保範圍及保險賠償額相 同。

子女的最高保險賠償額為投保人的保險賠償額的 25% 或可達 250,000. - 港元,以金額較低者為準。

凡受保人年滿 66 歲或以上,其在本計劃保險單附表第  $1 \times 2$  及 3 項可得的保額 減至 50%。

#### 2. 雙倍賠償(意外死亡或永久完全傷殘)

如受保人作為付費的乘客搭乘持牌運載乘客的公共運輸工具及/或搭乘私家車時 遭受險損,其獲付的意外死亡或永久完全傷殘的賠償額加倍計算。

#### 3. 遺體運送

如受保人意外死亡,本公司將支付把受保人遺骸送返或運返受保人本國所需的實際費用,就保險單附表所載的計劃1或計劃2而言,該款額最多不超過20,000.-港元。

#### 4. 殮葬費用

如受保人意外死亡,本公司將支付殮葬所需的實際費用,就保險單附表所載的計劃 1 及計劃 2 而言,該款額最多不超過分 25,000. - 港元及 50,000. - 港元。

#### 5. 信用卡欠款保障

如受保人意外死亡,本公司將代為償還受保人的信用卡欠款,就保險單附表所載的計劃1及計劃2而言,該款額最多不超過25,000.-港元及50,000.-港元。

#### 6. 住院現金保障

如受保人因身體損傷而需留院醫治,而該身體損傷屬本保險單的受保範圍,本公司將在受保人留院期間支付按日計算的保險賠償,就保險單附表所載的計劃 1及計劃 2 而言,該款額分別為每日 300. - 港元及每日 600. - 港元,支付期以 120日為限。

#### 7. 意外醫療保障

本公司將償還受保人因身體損傷而招致的醫療或手術費用或住院開支,就計劃 1及計劃2而言,任何一宗意外或任何一個保險期內的償還額最多不超過分別 10,000. - 港元及20,000. - 港元。合資格獲償還的該等所有醫療費用總額不得超 過保險單附表所載關於意外醫療保障的保額。

#### 8. 意外引致的中醫跌打師/針灸師治療費用

茲聲明及同意,本保險單的保險賠償範圍包括必需和合理招致的中醫跌打師/針灸師治療費用,有關費用須以持牌或註冊的中醫跌打師/針灸師所發出的收據證明,就保險單附表所載的計劃 1 及計劃 2 而言,任何一宗意外或任何一個保險期內的賠償額最多分別為 500. - 港元及 1,000. - 港元,每天求診次數以一次為限,每次賠償額最多 100. - 港元。

#### 9. 個人責任保障

對於在保險期內發生及由投保人在有關地區內造成他人的意外身體損傷或財產的意外損失或損毀,導致投保人及日常與其同住的家人在法律上須支付的所有款項,本公司將對投保人及其家人作出賠償。本公司承擔的賠償(包括訟費)不超過保險賠償表所載的限額。

如投保人死亡,本公司將按照本保險單的條款及在不抵觸本保險單的限制下, 就投保人招致的責任,向投保人的法定遺產代理人作出賠償,但作出賠償的前提 是,只要本保險單的條款、條件及例外情況適用,該遺產代理人須一律予以遵守 和履行,並受其規限,猶如其為投保人一樣。

因以下情況而直接或間接造成或產生或引起的任何損失、破壞、損毀、責任或身 體損傷,本公司概不作出賠償:

- a) 投保人家庭的任何成員或任何受僱於投保人或為投保人服務的人士遭受身體 損傷;
- b) 由投保人或投保人家庭的任何成員擁有、以信託方式持有、由其保管或受其 支配,或受任何為投保人服務的人士支配的財產,遭受損失或損毀;
- c) 投保人以賠償保證或其他方式作出關於承擔任何款項的協定,但在沒有該協 定的情況下亦已附有該責任則作別論;
- d) 擁有、管有、開動或使用以機械啟動的車輛、飛機或船隻;
- e) 罰款、罰金、懲罰性或懲戒性的損害賠償;
- 前 戰爭、外敵的入侵行為、敵對事件(無論是否已宣戰)、內戰、叛 亂、革命、暴動、軍事叛變、篡權事件、騷亂、罷工或內亂;火山爆發、地 底火災、地震或其他自然災禍;

因電離輻射或因核燃料或源自燃燒核燃料產生的核廢料的輻射污染,而造成、引起、導致、產生或促使的任何財產損失、破壞或損毀,或任何性質的法律責任,本公司概不負責。單就本項的例外情況而言,燃燒須包括靠自力支持的核裂變過程;核武原料;

g) 因投保人的職業而引起任何性質的法律責任。

#### 二十四小時全球緊急支援服務

## 全球緊急醫療援助

倘受保人於被保期間,不幸地遇到嚴重身體受傷或嚴重疾病,而需要緊急支援,例如緊急醫療運送,送返原居地等服務,只要致電或傳真到藍十字全球緊急援助,我們會提供即時的協助。

如需要以下保障,受保人或其代表可致電「藍十字全球緊急援助」要求 二十四小時緊急支援。

## 

被保人須按會員章程並説明受保人姓名、保單編號、身份證或護照號碼及問題之性質、事發地點及聯絡方法。資料經核證後,承保人會按投保限制及條款,經藍十字全球緊急援助為被保人處理有關賬目。

意外醫療保障請參考「額外保險賠償」 遺體運送保障請參考「額外保險賠償」 殮葬費用保障請參考「額外保險賠償」

#### 轉介服務

提供諮詢及轉介服務包括法律援助、翻譯員及補領遺失證件及機票的協助。

注意:本部分之意外醫療保障、遺體運送保障及殮葬費用保障須獲承保人批准後,方 作出摘常安排。

#### 短期保費率

下列的保費比率適用於簽發期限或續保期限少於 12 個月的保險單,亦可用以計算在 取消保險單時獲退回的保費:

#### 保險期不超過

1 個月	全年保費的 20%
2 個月	全年保費的 30%
3 個月	全年保費的 40%
4 個月	全年保費的 50%
5 個月	全年保費的 60%
6 個月	全年保費的 70%
7 個月	全年保費的 80%
8 個月	全年保費的 90%
超過8個月	全年保費的全數

本保險單可根據保險單第9項條件予以取消。本保險單須在繳付保險單附表所載的最低保費後,方為有效。

#### 收到日期

本保險單的簽發條件為於保險公司收到保險單申請或續期指示的日期前,並無已知悉 或已申報的險損。

## 不受保事項

根據本保險單,以下情況不會獲得保險賠償:

- 1. 受保人於進行任何下述不受保的活動時遭受意外的身體損傷
- 2. 因以下情況導致或造成意外的身體損傷或疾病
  - (a) 蓄意自殘或自殺
  - (b) 服食任何藥物,而並非遵照註冊醫生的處方指示服食
  - (c) 懷孕或牛產
  - (d) 酗酒
- 3. 保險期滿後發生或遭受的意外的身體損傷,而當時受保人已年滿70歲
- 任何戰爭後果(不論是否已宣戰)、侵略、外敵的行動、恐怖活動、內戰、 叛亂、革命、軍事叛變或篡權事件
- 5. 因受保人任何身體或精神上的缺陷或疾病而導致或造成的意外的身體損傷, 而於訂立本保險單之日或續保日,投保人或受保人的情况便如此,除非已向 本公司申報並得到本公司的書面同意則作別論
- 6. 放射性污染(不論是直接還是間接引起的)
- 7. 作為航空公司工作人員、機組人員或船員
- 8. 在任何國家的軍隊服役
- 9. 參與任何犯罪活動,除非獲證明為受害人或旁觀者

#### 不受保的活動

- (a) 以專業身分進行體育運動或受保人可以或能夠從進行該體育運動賺取收入或酬金。
- (b) 飛行或其他航空活動,不包括以乘客身分搭乘由認可航空公司或包機公司承 辦的多引擎航機,但並非:
  - (i) 身為航空公司工作人員或機組人員
  - (ii) 因為任何行業或技術上的操作而身在或處於飛機上
- (c) 需要使用繩索或指南進行的攀爬或攀山活動、懸掛式滑翔及跳降落傘。
- (d) 競賽但並不屬於以下項目:
  - (i) 跑步
  - (ii) 游泳
  - (iii) 於領水範圍內舉行的帆船比賽
- (e) 潛水超過水深 30 米

### 15 天免費審閱保險單

藍十字(亞太)保險有限公司深信所簽發的保險單可符合客戶的保險需要。假如客戶對保險單並不完全滿意,應將保險單退回,並隨附經客戶簽署要求取消保險單的函件,保險單便會被取消,已繳交的保費亦會退回,但(I)藍十字(亞太)保險有限公司須於保險單簽發日期後15天內直接收到客戶取消保險單的要求,以及(II)客戶並無提出任何索償。

## 保險賠償表

按每名受保人的保額計算的保險賠償比率:-

受保事項	保額百分比
1) 意外死亡	100%
2) 永久完全傷殘	100%
3) 永久及無法治癒的四肢癱瘓	100%
4) 永久完全喪失雙眼視力	100%
5) 永久完全喪失一隻眼視力	50%
6) 喪失或永久完全喪失兩肢功能	100%
7) 喪失或永久完全喪失一肢功能	50%
8) 喪失語言能力及聽覺	100%
9) 永久完全喪失聽覺	
(a) 兩隻耳朵	75%
(b) 一隻耳朵	15%
10) 喪失語言能力	50%
11) 永久完全喪失眼睛的晶狀體	30%
12) 通過外科手術切除下顎	30%
13) 喪失或永久完全喪失拇指及四隻手指	
(a) 右手	70%
(b) 左手	50%
14) 喪失或永久完全喪失四隻手指功能	
(a) 右手	40%
(b) 左手	30%
15) 喪失或永久完全喪失一隻拇指功能	
(a) 兩個右指骨	30%
(b) 一個右指骨	15%
(c) 兩個左指骨	20%
(d) 一個左指骨	10%
16) 喪失或永久完全喪失手指功能	
(a) 三個右指骨	10%
(b) 兩個右指骨	7.5%
(c) 一個右指骨	5%
(d) 三個左指骨	7.5%
(e) 兩個左指骨	5%
(f) 一個左指骨	2%
(左撇子可獲得的保額百分比按左右手對調的基準計算)	
17) 喪失或永久完全喪失腳趾功能	
(a) 全部腳趾 - 一隻腳掌	15%
(b) 大腳趾 - 兩個趾骨	5%
(c) 大腳趾 - 一個趾骨	3%
(d) 其他 - 腳趾	2%
18) 腿或膝蓋骨骨折並經確定骨不連合	10%
19) 腿部縮短至少 5 厘米	7.5%

於任何一次意外中,因意外死亡及永久完全傷殘而獲得的保額百分比總和不得超過 100%,合資格獲得的暫時完全傷殘,住院現金保障及意外醫療費用的保險賠償,亦不得超過本保險單所載的保險賠償上限

就任何一次損傷須賠償的總額不得超過保額

本保險單如有任何修改,須經本公司授權的職員簽署或簡簽,方為有效