

# Sports Protection Insurance 運動樂全保

# 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。

#### **TERMS AND CONDITIONS FOR SPORTS PROTECTION INSURANCE**

#### **INSURING CLAUSE**

The Policyholder and the Company agree that:

- 1. this Policy and any endorsement to this Policy shall be read together as one contract;
- 2. the terms, conditions and exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein:
- 3. the Application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
- 4. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Policy Schedule in full and the Application has been approved by the Company.
- 5. the Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy;
- 6. the due observance of the terms, conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the Application, proposal and declaration, shall be conditions precedent to any liability of the Company.

#### **DEFINITIONS**

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

- 1. "Accident" or "Accidental" shall mean an unforeseen, sudden and unintended event which happens during the Period of Insurance, and caused by violent, external and visible means.
- 2. "Accidental Death" shall mean death resulting from an Injury within 12 Calendar Months from the date of the Accident.
- 3. "Age" shall mean the age of the last birthday of the Insured Person as of the commencement date of the Period of Insurance.
- 4. "Athlete" shall mean a person who competes in sport which is physical in nature, and received from third party any form of remuneration, income, sponsorship, subsidy, scholarship and/or allowance on a recurrent basis for participating in training and/or preparation for competition.
- 5. "Application" shall mean the application submitted to the Company in respect of this Policy, including but not limited to the application form, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application.

- 6. "Calendar Month" shall mean the period of time between any day in a month and the day immediately preceding the same day of the next succeeding month or, if there is no corresponding day in the next succeeding month, the last day of the next succeeding month.
- 7. "Chinese Medicine Practitioner" shall mean a Chinese medicine practitioner who is (i) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and (ii) legally authorised for practising Chinese medicine in the locality where the treatment is provided to an Insured Person, but in no circumstance include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured Person.
- 8. "Company", "our", "we" or "us" shall mean Blue Cross (Asia-Pacific) Insurance Limited.
- 9. "Covered Sport" shall mean any sports activities as listed in the List of Covered Sports below:

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List of Covered Sports		
Category	Type of Covered Sports	
Dancing	Any Type	
Fitness	Any Type	
Yoga	Any Type	
Ball	1. Badminton	
Games	2. Billiard / Snooker	
	3. Bowling	
	4. Gateball	
	5. Lawn Bowl	
	6. Table Tennis	
	7. Tennis	
	8. Netball	
Track &	1. High Jump	
Field	2. Hurdles	
	3. Long Jump	
	4. Marathon / Long Running (≥ 400m)	
	5. Relay	
	6. Sprint (< 400m)	
	7. Discus	
	8. Javelin	
	9. Shot Put	
	10. Triple Jump	
0.1	11. Softball	
Others	1. Rowing Boats (including Dragon Boat)*	
	2. Windsurfing	
	3. Water Ski	
	4. Ice Skating	
	5. Indoor Rock Climbing	
	6. Hiking	
	7. Orienteering	
	8. Outdoor Cycling	
	9. Rope Skipping	
	10. Swimming	
	11. Fencing	

<sup>\*</sup> Includes "sweep oar boat" and "sculling boat"

- 10. "Competition" shall mean any Covered Sport activity
  - a) is open to the general public, or is organised or sponsored by schools, commercial organisations or non-profit-making organisations registered with the local government;

- b) has designated routes or area of competition;
- c) wholly takes place within the borders of the designated regions;
- d) wholly takes place up to an altitude of two thousand meters (2,000m); and
- e) has paramedic services available on site
- 11. "Diagnosis" shall mean the definitive Diagnosis made by a Qualified Medical Practitioner as defined below, based upon specific condition(s) referred to in the definition of the condition, Illness or disease concerned or, in the absence of such specific condition(s), based upon radiological, clinical, histological or laboratory evidence of the relevant condition, Illness or disease acceptable to the Company.
- 12. "Eligible Expenses" shall mean those Medically Necessary expenses necessitated by a Medical Condition and incurred on the recommendation of a Physician, but shall not exceed reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
- 13. "Excess" shall mean the excess amount as specified in the Schedule of Benefits, which shall be the first amount borne by the Policyholder for each claim before any benefit under Benefits Provisions becomes payable.
- 14. "First Period of Insurance" shall mean, for "Annual" plan, the initial Period of Insurance before any Renewal has taken place.
- 15. "Fracture Leg or Patella with Established Non-union" shall mean complete breakage into 2 or more pieces of the patella or leg bone which cannot amend properly and function normally. This condition will last for the remainder of the Insured Person's life.
- 16. **"Hong Kong"** shall mean Hong Kong Special Administrative Region of the People's Republic of China.
- 17. "Hospital" shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which satisfies all of the following:
  - a) has facilities for diagnostic procedures and surgery;
  - b) has 24-hour nursing services rendered by registered nurses;
  - c) supervision of a Physician; and
  - d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
- 18. "Hospital Confinement" or "Confined" shall mean being confined in a Hospital as an in-patient for Medically Necessary treatment for a minimum continuous period of 24 hours upon the recommendation of a Physician for stay in the Hospital prior to his discharge.
- 19. "Immediate Family Member" shall mean spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.
- 20. "Illness" shall mean physical disease, sickness, abnormality, infection or failure which is not caused by Injury to the Insured Person and first manifests itself during the Period of Insurance.
- 21. "Injury" shall mean any physical harm to the Insured Person caused by an Accident, solely and independently

- of any other causes including any known or unknown pre-existing physical or congenital condition. To be eligible for benefit, the injury must have occurred during the Period of Insurance.
- 22. "Insured Person" shall mean any person who is insured under this Policy, and named as the "Insured Person" in the Policy Schedule or the subsequent endorsement to this Policy.
- 23. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears where,
  - if a dB hearing loss at 500 Hertz
  - if b dB hearing loss at 1,000 Hertz
  - if c dB hearing loss at 2,000 Hertz; and
  - if d  $\,$  dB hearing loss at 4,000 Hertz; then
  - 1/6 of (a+b+c+d) is above 80dB.
- 24. "Loss of Limb" shall mean permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 25. "Loss of Sight" shall mean complete, permanent and irrecoverable loss of sight.
- 26. "Loss of Speech" shall mean the disability in articulating any 3 of the 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 functioning of the vocal cord or damage of speech centre in the brain resulting in aphasia.
- 27. "Loss of Thumb, Fingers or Toes" shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- 28. "Loss of Use" shall mean total functional disablement.
- 29. "Medical Condition" shall mean, in respect to the Insured Person, the Injury, Illness and/or post-traumatic stress disorder covered by this Policy.
- 30. "Medically Necessary" shall mean the need to have treatment or services for the purpose of treating the subject Medical Condition in accordance with the generally accepted standards of medical practice and such treatment or services must:
  - require the medical expertise of a Qualified Medical Practitioner;
  - b) be consistent with the Diagnosis and necessary for the treatment of the condition;
  - be rendered in accordance with the professional and prudent standards of medical practice, and not rendered primarily for the convenience or the comfort of the Insured Person, his Immediate Family Member, caretaker or his attending Qualified Medical Practitioner; and
  - d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances. Experimental, screening and preventive services or supplies are not considered medically necessary.
- 31. "Participation" shall mean the duration when the Insured Person is playing the Covered Sport, which includes the recess time when the Insured Person takes rest within the same area as where the Covered Sport takes place.

- 32. "Period of Insurance" shall mean the period of time specified as "Period of Insurance" in the Policy Schedule during which this Policy is effective.
- 33. "Permanent Total Disablement" shall mean as result of an Injury that prevents the Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks, and certified at the end of that time by a Physician, acceptable to the Company, to be a condition that will permanently and totally prevent the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
- 34. "Physician" or "Surgeon" shall mean only a medical practitioner who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and (ii) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to the Insured Person, but in no circumstance include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured Person.
- 35. "Physiotherapist" shall mean a person who is (i) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359) of the laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and (ii) legally authorised for practising physiotherapy in the locality where the treatment is provided to the Insured Person, but in no circumstance include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured Person.
- 36. "Policy" shall mean the entire policy contract between the Policyholder and the Company including but not limited to these Terms and Conditions, the Policy Schedule issued hereunder and any endorsements thereto together with the Application, proposal and declaration submitted or made by the Policyholder or his representatives.
- 37. "Policyholder" shall mean the person who owns this Policy and is named as "Policyholder" in the Policy Schedule or the subsequent endorsement to this Policy.
- 38. "Policy Schedule" shall mean a schedule attached to this Policy, which sets out the particulars of the Insured Person, Policy details, Sum Insured, Period of Insurance and Schedule of Benefits.
- 39. "Pre-existing Condition" shall mean any Injury, Illness or physical condition which (i) has existed before the commencement date of the Period of Insurance (applicable to "Basic" plan and "Advance" plan) or the First Period of Insurance (applicable to "Annual" plan) in respect of the Insured Person, and (ii) has manifested signs or symptoms of which the Insured Person is aware or should have reasonably been aware of.
- 40. "Prescribed Medicines or Drugs" shall respectively mean any western medicine or drug prescribed by a Physician and dispensed by a Physician's surgery or by a licensed pharmacist in respect of a treatment covered under this Policy.

- 41. "Psychologist" shall mean a practitioner of clinical psychology who (i) possesses the professional qualification to practice as a clinical psychologist in the locality where the Treatment is provided to the Insured Person, and (ii) holds a post-graduate degree in clinical psychology from a regionally accredited graduate or professional school, but in no circumstance include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or Insured Person.
- 42. "Qualified Medical Practitioner" shall mean the Chinese Medicine Practitioner, Physician, Physiotherapist, Psychologist or Surgeon.
- 43. **"Renewal"** or **"Renew"** shall mean this Policy is renewed without any lapse of time upon its expiry.
- 44. "Schedule of Benefits" shall mean a schedule incorporated in the Policy Schedule, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable in respect of the Insured Person under this Policy.
- 45. "Sum Insured" shall mean the amount of benefit specified as "Sum Insured" in the Schedule of Benefits, which is payable under the "Sports Injury Benefit" by the Company for respective Insured Person.
- 46. "Table of Benefits" shall mean the table of benefits in Section I(1) (Personal Accident (Accidental Death & Permanent Disablement)) of this Policy, which sets out the percentage of Sum Insured payable for each listed insured event under the "Personal Accident (Accidental Death & Permanent Disablement)" benefit.

#### **BENEFITS PROVISIONS**

All benefits under this Policy shall be payable only when the Covered Sport is performed by the Insured Person within Hong Kong region, except for "Annual" plan, which any Competition of the Covered Sport performed by the Insured Person outside of Hong Kong is also covered.

The Company shall provide to the Insured Person benefits as stipulated in Sections I to IV below:

#### **SECTION I Sports Injury Benefit**

- 1. Personal Accident (Accidental Death & Permanent Disablement)
  - a) If the Insured Person sustains an Injury during the Period of Insurance resulting in Accidental Death, Permanent Total Disablement or any insured event of permanent disablement as listed in the Table of Benefits below within 12 Calendar Months from the date of the Accident, the Company shall pay the respective "Personal Accident (Accidental Death & Permanent Disablement)" benefit of an amount equivalent to the Sum Insured multiplied by the percentage as specified in the Table of Benefits.

#### Table of Benefits

Table of Benefits			
Insu	red Eve	Benefits Payable (Percentage of Sum Insured)	
1.	Accide	ental Death	100%
2.	Perma	nent disablement (2.1 to 2.18)	
	2.1	Permanent Total Disablement	100%
	2.2	Permanent and incurable paralysis of all limbs	100%
	2.3	Permanent total Loss of Sight of both eyes	100%
	2.4	Permanent total Loss of Sight of one eye	50%
	2.5	Loss of Use of two Limbs	100%
	2.6	Loss of or permanent total Loss of Use of one Limb	50%
	2.7	Permanent total Loss of Speech and Hearing	100%
	2.8	Permanent total Loss of Hearing in a) both ears	75%
		b) one ear	15%
	2.9	Permanent total Loss of Speech	50%
	2.10	Permanent total loss of the lens of one eye	30%
	2.11	Removal of the lower jaw by surgical operation	30%
	2.12	Loss of or permanent total Loss of Use of Thumb and four Fingers of a) right hand	70%
	2.13	b) left hand Loss of or permanent total Loss of Use of four Fingers of a) right hand b) left hand	50% 40% 30%
	2.14	Loss of or permanent total Loss of Use of one Thumb as particularised below: a) both right joints b) one right joint c) both left joints d) one left joint	30% 15% 20% 10%
app	licable p	Loss of or permanent total Loss of Use of a Finger as particularised below: a) three right joints b) two right joints c) one right joint d) three left joints e) two left joints f) one left joint t that the Insured Person is left- percentages for left and right ha .15 shall be reversed.) Loss of or permanent total Loss of Use of Toes as particularised below: a) all toes of one foot b) both joints of a	
		great toe	

Insu	ired Eve	ents	Benefits Payable (Percentage of Sum Insured)
		c) one joint of a great	3%
		d) each toe other than a great toe	2%
	2.17	Fractured Leg or Patella with Established Non-union	10%
	2.18	Shortening of leg by at least 5 cm	7.5%

- b) In the case the amount of benefit payable is less than 100% of the Sum Insured for an insured event occurs to the Insured Person, the claimable amount for a future insured event occurs thereafter to such Insured Person shall be the remaining balance of the Sum Insured after deduction of the paid and payable amount.
- c) Under all circumstances, the aggregate liability of the Company under Section I(1) (Personal Accident (Accidental Death & Permanent Disablement)) shall not exceed 100% of the Sum Insured for each Insured Person.
- d) For the purpose of Section I(1) (Personal Accident (Accidental Death & Permanent Disablement)), Accidental Death is presumed after 12 Calendar Months following disappearance of the Insured Person as a result of sinking, wrecking or disappearance of the conveyance he is riding during the Period of Insurance. If, at any time after we have paid the benefit, the Insured Person is found to be living, the payment must be refunded to us.

#### 2. Coma

If the Insured Person suffers a state of unconsciousness during the Participation, the Company shall pay the respective benefit of an amount equivalent to the Sum Insured multiplied by the percentage as specified in the Schedule of Benefits. The coma must be confirmed by a Physician in the appropriate medical specialty, and supported by evidence of all of the following:

- (a) No response to external stimuli for at least fortyeight (48) consecutive hours; and
- (b) Life support measures are necessary to sustain life.

#### **Exclusions Applicable to Section I(2):**

(a) Coma resulting directly from self-inflicted Injury, alcohol, drug misuse or medically induced.

### 3. Sudden Death due to Unknown Congenital Heart Defect

If the Insured Person suddenly died during the Participation due to unknown congenital heart defect as a result of exercise, the Company shall pay the respective benefit of an amount equivalent to the Sum Insured multiplied by the percentage as specified in the Schedule of Benefits. The Diagnosis must be supported by evidence of unknown congenital heart defect diagnosed by a Physician in a cardiologist report.

#### **Exclusions Applicable to Section I(3):**

Sudden death due to congenital heart defect which has manifested signs or symptoms of which the Insured Person is aware or should have reasonably been aware of before the commencement date of the Period of Insurance (applicable to "Basic" plan and "Advance" plan) or the First Period of Insurance (applicable to "Annual" plan).

#### 4. Exertional Heat Stroke

If the Insured Person suffers a syncope or collapse due to exercise sustained during the Participation, the Company shall pay the respective benefit of an amount as specified in the Schedule of Benefits. The Exertional Heat Stroke requires Hospital Confinement for a minimum of twenty-four (24) consecutive hours. The Diagnosis must be supported by evidence of all of the following:

- (a) Body temperature is recorded as 105 °F (40.5 °C) or higher;
- (b) Altered mental state with signs of either disorientation, irrational behavior, agitation, confusion, seizure or coma; and
- (c) Diagnosis of exertional heat stroke by a Physician.

#### 5. Cardiac Arrest

If the Insured Person sustains a medical emergency during the Participation with absent or inadequate contraction of the left ventricle of the heart that immediately causes body-wide circulatory failure, the Company shall pay the respective benefit of an amount equivalent to the Sum Insured multiplied by the percentage as specified in the Schedule of Benefits. Diagnosis of cardiac arrest must be confirmed by a Physician in the appropriate medical specialty or who is a cardiologist.

#### 6. Ligament Tear or Tendon Rupture

If, upon the first time Diagnosis made by a Physician who is an orthopedic surgeon, the Insured Person suffers a ligament tear or tendon rupture due to Accident sustained during the Participation and receives the following Medically Necessary treatment: (i) surgical intervention which is actually performed within thirty (30) days of Diagnosis; or (ii) non-surgical methods for a period of more than thirty (30) days, the Company shall pay the respective benefit of an amount as specified in the Schedule of Benefits.

All of the following conditions must be met:

- a) Diagnosis of ligament tear or tendon rupture must be supported by imaging evidence; and
- b) Either onsite emergency medical treatment is received by the Insured during the Participation, or the Insured is Confined or treated for such condition as an outpatient within 24 hours immediately following the Participation.

#### **Exclusions Applicable to Section I(6):**

- a) Acute or chronic tendinopathy, calcaneal bursitis and/or calcaneal apophysitis;
- b) Rupture due to pre-existing tendonitis; or
- c) Rupture due to systemic Illness

#### 7. Bone Fracture

If, upon the first time Diagnosis made by a Physician who is an orthopedic surgeon, the Insured Person suffers a bone fracture due to Accident sustained during the Participation and receives the following Medically Necessary treatment: (i) open surgery; or (ii) non-surgical methods, the Company shall pay the respective benefit of an amount as specified in the Schedule of Benefits.

All of the following conditions must be met:

- a) Diagnosis of bone fracture must be supported by imaging evidence; and
- b) Either onsite emergency medical treatment is received by the Insured during the Participation, or the Insured is Confined or treated for such condition as an outpatient within 24 hours immediately following the Participation.

#### **Exclusions Applicable to Section I(7):**

- a) Fractures in the presence of underlying condition of osteoporosis, osteomalacia, bone tumours;
- b) Fractures described in radiologist report as fatigue, stress, hairline, avulsion/chips or micro-fractures; or
- c) Fracture at the same site of a prior fracture in previous medical history.

Where both Section I(7) (Bone Fracture) and Section I(8) (First Time Dislocation) are caused by the same Accident occurring during the Participation of the Insured Person, only one claim shall be made under this Policy for Section I(7) (Bone Fracture).

Bone fracture covers the following sites and bones only: Ankle, fibula, tibia, femur, patella, pelvis (ilium, ischium and pubis), vertebra, ribs, sternum, wrist (Scaphoid, trapezium, trapezoid, capitate, hamate, pisiform, triquetrum and lunate), ulna, radius, humerus, scapula, clavicle, facial (mandible, maxilla, inferior nasal concha, lacrimal, nasal, palatine, zygomatic and vomer) and skull.

#### 8. First Time Dislocation

If, upon the first time Diagnosis made by a Physician who is an orthopedic surgeon, the Insured Person suffers a dislocation due to Accident sustained during the Participation, the Company shall pay the respective benefit of an amount as specified in the Schedule of Benefits.

All of the following conditions must be met:

- a) No bone fracture is suffered on the same sites and bones before the Accident;
- b) Diagnosis of dislocation of joint must be supported by imaging evidence; and
- c) Either onsite emergency medical treatment is received by the Insured during the Participation, or the Insured is Confined or treated for such condition as an outpatient within 24 hours immediately following the Participation.

Where both Section I(7) (Bone Fracture) and Section I(8) (First Time Dislocation) are caused by the same Accident occurring during the Participation of the Insured Person, only one claim shall be made under this Policy for Section I(7) (Bone Fracture).

First time dislocation covers the following sites and bones only: Spine, hip, knee, wrist, elbow, ankle, shoulder blade.

#### **SECTION II Accidental Medical Expenses**

If the Insured Person sustains an Injury during the Participation of a Covered Sport in the Period of Insurance and incurs Eligible Expenses for the Hospital Confinement, including surgery, ambulance and paramedic services, diagnostic tests and Prescribed Medicines or Drugs, the Company shall reimburse the Policyholder for such actual expense, subject to the maximum limit as specified in the Schedule of Benefits.

Despite the above circumstances, the payable amount of the following extended benefits shall also reduce the maximum limit of "Accidental Medical Expenses" benefit.

#### 1. Trauma Counselling

If, in respect to an Accident, the Insured Person (i) is diagnosed as suffering from post-traumatic stress disorder by a Physician as a direct result of Permanent Total Disablement or any insured event of permanent disablement as listed in the Table of Benefits, and (ii) is entitled to the "Personal Accident (Accidental Death & Permanent Disablement)" benefit, the Company shall reimburse the Medically Necessary expenses actually incurred on clinical counselling services rendered by a Psychologist within 12 Calendar Months from the date of Accident, subject to the separate maximum limit per payable claim of "Personal Accident (Accidental Death & Permanent Disablement)" benefit as specified in the Schedule of Benefits. The Company shall only be liable to pay any claim or provide any benefit hereunder if a referral letter from a Physician is provided.

#### 2. Outpatient Consultation

If the Insured Person sustains an Injury during the Participation and incurs Medically Necessary expenses for the following services or treatments, the Company shall reimburse the Policyholder for such actual expense subject to the sub-limits and aggregate maximum limit of this extended benefit as stated in the Schedule of Benefits:

- a) Outpatient consultation performed by a Physician; and / or
- Outpatient physiotherapy recommended by a Physician with a referral letter and performed by a Physiotherapist.

#### 3. Acupuncture

If the Insured Person sustains an Injury during the Participation and receives acupuncture treatment necessarily and reasonably rendered by a licensed or registered acupuncturist, the Company shall reimburse the Policyholder for actual expense incurred subject to the sub-limits and aggregate maximum limit of this extended benefit as stated in the Schedule of Benefits. The expenses incurred in relation to acupuncture treatment must be supported by receipts from a licensed or registered acupuncturist.

#### 4. Chinese Bone-setting

If the Insured Person sustains an Injury during the Participation and receives Chinese bone-setting treatment necessarily and reasonably rendered by a

Chinese Medicine Practitioner, the Company shall reimburse the Policyholder for the actual expense incurred subject to the sub-limits and aggregate maximum limit of this extended benefit as stated in the Schedule of Benefits. The expenses incurred in relation to acupuncture treatment must be supported by receipts from a Chinese Medicine Practitioner.

#### **Exclusions Applicable to Section II**

The Company shall not be liable for:

- a) Any expenses related to additional cost of a single or private room at Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipments;
- b) Any expenses related to cosmetic surgery, reconstructive surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and medical equipment, appliances and accessories;
- c) Any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms), other than the counselling services covered by the "Trauma Counselling" benefit;
- d) Any expenses related to a treatment or service undertaken without the recommendation or referral from a Physician if required;
- e) Routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected injury covered by this Policy and occurring or arising during the Period of Insurance;
- f) Any expenses incurred for procurement or use of convalescence, custodial or rest cure or special nursing care;
- g) Any Chinese medicine treatment other than bone-setting and acupuncture treatment; or
- h) Any medical expenses incurred after 12 Calendar Months from the date of the Accident.

#### **SECTION III Personal Liability**

The Company will indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay in respect of accidental bodily Injury to persons or accidental loss or damage to property, occurring during the Participation and caused by the Insured Person whilst playing the Covered Sport, **provided that** written immediate notice of the event giving rise to legal liability on the part of the Insured Person is given to the Company. The liability of the Company shall not exceed the limit as stated in the Schedule of Benefits, including the costs.

In the event of the death of the Insured Person, the Company will in respect of liability incurred by the Insured Person indemnify the Insured Person'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 Person observe fulfil and be subject to the terms, conditions and exceptions of this Policy insofar as they can apply.

The Company will not indemnify the Insured Person in respect of liability consequent upon

 a) bodily Injury to any member of the Insured Person's family or under the employment of the Insured Person or service, coaching or tutorial services rendered by the Insured Person;

- loss of or damage to property belonging to or held in trust or in the custody or control of the Insured Person or any member of the Insured Person's family, or in the control of any person in the service of the Insured Person;
- any agreement by the Insured Person to any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- d) the possession or use of any mechanically propelled vehicle; or
- e) the Insured person or his authorised representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company.

#### **SECTION IV Damage of Personal Sports Equipment**

The Company will indemnify the Insured Person against physical breakage of the sports equipment personally owned by Insured Person as a result of exercise during Participation, up to the maximum limit stated in the Schedule of Benefits on a condition that Section I (Sports Injury Benefit) of the Benefits Provisions are payable.

The Company shall not be liable in respect of damage caused by or resulting from wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic breakdown or derangement, faulty design or workmanship, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company or deterioration.

This benefit will only be payable if any claim has been incurred under section I (item 1-8) for the same accident.

#### **GENERAL EXCLUSIONS**

The following exclusions are applicable to all sections under the Benefits Provisions of this Policy. This Policy shall not cover the following:

- 1. Injury or Illness sustained whilst the Insured Person is engaging in any of the activities described herein below:
  - a) Any sports activities in relation to Competition, unless otherwise specified in the Policy Schedule;
  - b) Any sports activities at an altitude limit greater than 5,000 metres above sea level; or
  - c) Any sports activities specifically in relation to the specialisation of the Insured Person as an Athlete of the Covered Sports (applicable to "Basic" plan and "Advance" plan only).
- 2. Injury or Illness arising from or contributed to by:
  - a) intentional self-inflicted Injury, attempted suicide or suicide, while sane or insane;
  - the taking of any drug unless it is proved that the drug was taken in accordance with the proper prescription of a Physician and not for the treatment of drug addiction;
  - Insured Person's failure to observe the rules or regulations governing the sports activity concerned;
  - d) participation by the Insured Person in any noncompetition event that is not performed at pedestrian walkway (for Marathon and Long Running), coast

and river (for Rowing Boats and Windsurfing), area of swimming attended by lifeguards (for Swimming), hiking trial (for Hiking and Orienteering) and cycle track (for Outdoor Cycling) and any recognized and authorised sports facilities, including but not limited to any stadiums, fitness centres, club houses, etc. which:

- i) a) is managed by the local government or locally registered clubs; or
  - b) fall within the racing route of the designated competition that the Insured Person will participate in;
- ii) is specially designed for conducting the designated Covered Sport;
- iii) does not contain any warning sign; and
- iv) is attended by trained staff or coach if required
- e) pregnancy or childbirth;
- f) intoxication;
- 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;
- h) nuclear fission, nuclear fusion or radioactive contamination, whether arising directly or indirectly;
- i) service in any armed force of a country;
- j) involvement in any criminal activities other than as a proved victim or a bystander;
- any willful, malicious, unlawful or deliberate act of the Policyholder and/or Insured Person;
- l) insanity; or
- m) Pre-existing Condition.

#### **GENERAL CONDITIONS**

#### 1. Interpretation

- a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and viceversa.
- b) Headings are for convenience only and shall not affect the interpretation of this Policy.
- c) A time of day is a reference to the time in Hong Kong.
- d) Should any conflict arise in respect of the interpretation of any condition in this Policy and any other material otherwise produced by the Company, the conditions of this Policy shall prevail.
- Unless otherwise defined, capitalised terms used in this Policy have the meanings set out in the Policy Schedule.
- f) The English version is the official version of this policy document and the Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version of the Policy shall apply and prevail.

#### 2. Eligible Insured Person

 a) Any person between the Age of 10 and 65 inclusive is eligible to enroll as an Insured Person under this Policy. b) For "Annual" plan, any application for renewal of this Policy in respect of the coverage of an Insured Person over the Age of 65 shall be approved at the sole discretion of the Company. No coverage shall be provided to any person who is over the Age of 70 ("Maximum Age Limit"), unless approved by the Company.

For the avoidance of doubts, coverage of the Insured Person shall continue and remain unaffected in the event that the Insured Person exceeds the Maximum Age Limit before the expiry of the Period of Insurance.

#### 3. Notice

All notices required to be given by the Policyholder to the Company must be in writing and addressed to the Company and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

#### 4. Change of Ownership for Minor Insured Person

- a) In case the Policyholder of this Policy which is issued to cover a minor Insured Person dies during the Period of Insurance, such Insured Person's legal guardian shall assume the ownership of this Policy, subject to the approval of the Company.
- b) For "Annual" plan, in case where this Policy is issued to cover a minor Insured Person whose Age is below 18 on the commencement date of the Period of Insurance, the ownership of this Policy could be assumed by such Insured Person upon the next renewal immediately following his 18th birthday.

# 5. Change of Occupation (Applicable to "Annual" plan only)

During the Period of Insurance and upon the application of each renewal of this Policy, the Policyholder shall give immediate notice to the Company if the occupation of the Insured Person has been changed to "Athlete" of the Covered Sports. The Company reserves the right to take any of the following actions based on the new occupation of the Insured Person:

- a) adjust the premium required for this Policy; or
- b) cancel this Policy.

#### 6. Change In Risk (Applicable to "Annual" plan only)

- a) During the Period of Insurance and upon the application of each renewal of this Policy, the Policyholder shall give immediate notice to the Company of any change of address, occupation to "Athlete", any material fact affecting this Policy or any renewal thereof, including any Injury, Illness, disease, physical or mental defect or infirmity affecting the Insured Person or any change thereof and also of any other insurance effected by or on behalf of the Insured Person against accident or incapacity as the change may affect coverage of this Policy.
- b) Otherwise, the Company reserves the right to cancel this Policy, and/or decline or invalidate all claims under this Policy as a result of a change in risk of the Insured Person.

#### 7. Misrepresentation/Fraud

If the Application, proposal and/or declaration of the Policyholder and/or 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 Policy 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 the coverage of this Policy shall become null and void with effect from its commencement date.

#### 8. Renewal

- a) For "Basic" plan and "Advanced" plan, this Policy cannot be renewed.
- b) For Annual Plan, at the expiry of this Policy, subject to the right of the Company to terminate this Policy as provided herein, this Policy shall be automatically Renewed for another Period of Insurance subject to the successful collection of premium at such rate or on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each Renewal. The Company reserves the right to revise the benefits, premiums, terms and conditions, and to make changes to this Policy upon Renewal.

In the event that the Policyholder disagrees with the Renewal, he may give a written notice to the Company within 30 days from the renewal date of this Policy ("Cooling-off Period") to cancel such Renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such Renewal. The Policyholder will be entitled to a full refund of the premium paid for such Renewal, provided that (a) no claim\* has been made within such Cooling-off Period and coupons (if any) which are issued for such Renewal (If any), are not being used within the Cooling-off Period and are returned to the Company.

\*except claims made within the Cooling-off Period for the Accident occurred and medical expenses incurred (if applicable) before the termination of the Policy.

The Company shall, from time to time, revise the benefits payable under this Policy. The Company shall notify the Policyholder in writing no less than 30 days in advance of the renewal date effecting such revision specifying, among others, the revised Policy Schedule, the new premium and its effective date. The new premium shall be determined by the Company in accordance with its rate basis then applicable. The revised premium and coverage details shall take effect on the date specified on the Renewal notice unless the Policyholder declines in writing in which case this Policy shall automatically terminate on the next premium due date following the date of such notification.

#### 9. Change in Benefits

Change in benefits is not allowed for this Policy.

#### 10. No Claim Discount (Applicable to "Annual" plan only)

Provided that no benefit has been paid or is payable under this Policy during the respective no claim period as specified in the table below, the corresponding discount rate shall be applied to the premium payable upon Renewal of the Policy:

#### **No Claim Discount Table**

No claim period immediately preceding Renewal	Discount Rate	
1 year	5%	
2 consecutive years	10%	
3 consecutive years	15%	

In the event that after the Policy is Renewed at a no claim discount, a claim for any benefit, which has accrued in the previous Period of Insurance, is paid or becomes payable by the Company, the Policyholder shall reimburse the discounted amount to the Company within 21 days from the date of an invoice issued by the Company. No benefits shall be payable under this Policy unless the discounted amount is received by the Company.

#### 11. Cancellation

The Company may cancel this Policy by giving no less than 7 days' prior notice by registered mail to the Policyholder at his last known address provided that the Company shall in that event return to the Policyholder a proportionate part of the paid premium corresponding to the unexpired Period of Insurance.

This Policy may also be cancelled at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company. Provided that no claim has been made during the Period of Insurance, the Policyholder shall be entitled to a partial refund of premium equivalent to the actual premium paid for that Period of Insurance less the premium to be charged\* as calculated at the Company's short period rates (as shown in the following table) for the Period of Insurance in force. The policy cancellation by Policyholder is only applicable to "Annual" plan.

#### **Short Period Rate Table**

Period of Insurance in force		Premium to be charged*	
	1 month	20%	
Not	2 months	30%	
	3 months	40%	of annual
	4 months	50%	
exceeding	5 months	60%	premium
	6 months	70%	
	7 months	80%	
	8 months	90%	
over 8 months		Full annua	l premium

\* The amount of premium to be charged is subject to the minimum premium per Policy as specified in the Policy Schedule.

#### 12. Termination of Benefit Coverage

- a) The benefit coverage of any Insured Person under this Policy shall immediately cease on the earliest of the following dates:
  - i) when 100% of the Sum Insured of such Insured Person is paid;
  - ii) the last day of the Period of Insurance on which such Insured Person has attained the Maximum Age Limit (applicable to "Annual" plan only);

- iii) when the benefit coverage of such Insured Person is cancelled due to any circumstance as set out in the General Conditions 5 (Change of Occupation), 6 (Change In Risk) or 7 (Misrepresentation / Fraud) (as the case may be);
- iv) the last day of the Period of Insurance when the renewal of the benefit coverage of such Insured Person is not approved by the Company (applicable to "Annual" plan only); or
- v) the date of death of such Insured Person.
- b) No unearned premium paid for the Period of Insurance for this Insured Person shall be refunded, unless specified otherwise in the General Conditions 11 (Cancellation).

#### 13. Termination of Policy

- a) This Policy shall automatically terminate on the earliest of the following dates:
  - i) When 100% of the Sum Insured of all Insured Persons is paid;
  - ii) The last day of the Period of Insurance on which all Insured Persons have attained the Maximum Age Limit (applicable to "Annual" plan only);
  - iii) When the Company or the Policyholder cancelled this Policy, or the Policy is cancelled due to any circumstance as set out in the General Conditions 5 (*Change of Occupation*), 6 (*Change In Risk*) or 7 (*Misrepresentation / Fraud*) (as the case may be);
  - iv) The last day of the Period of Insurance when the renewal of this Policy is not approved by the Company (applicable to "Annual" plan only; or
  - v) The date of death of the Insured Person last covered under this Policy.
- b) Immediately following the termination of this Policy, the coverage of any Insured Person under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the General Conditions 11 (*Cancellation*).

#### 14. Arbitration

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

#### 15. Liability

The due observance of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the Application, proposal and declaration, shall be the conditions precedent to any liability of the Company.

#### 16. Abandoned Claims

If the Company shall disclaim liability for any claim under this Policy, and such claim shall not have been referred to arbitration as described above within 12 Calendar Months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

#### 17. Governing Law

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong.

#### 18. Subrogation

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to the Company. The Policyholder shall fully cooperate with the Company in the recovery action.

#### 19. Other Insurance or Source

In the event of the Insured Person is entitled to a reimbursement of all or part of the actual expenses 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.

# **20. 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 Person 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 Person 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.

#### 21. Right of Third Parties

Any person or entity who is not a party to this Policy shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

#### 22. Clerical Error

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid

#### **CLAIMS CONDITIONS**

- 1. Upon the happening of any incident likely to give rise to a claim under this Policy, the claimant shall within 14 days thereof give written notice to the Company with full particulars of the Injury or Illness (except otherwise provided in Section III "Personal Liability" Benefit) and shall as soon as possible arrange the Insured Person to procure and act on proper medical or surgical advice.
- 2. The claimant shall at his own expenses furnish to the Company all such certificates, information and evidence in the form and language and of the nature as may from time to time reasonably be required by the Company and the Insured Person shall wherever reasonably required by the Company to do so submit to a medical examination.
- 3. In the event of the death of the Insured Person, the Company shall be entitled to have a post-mortem examination at our own expense and reasonable prior notice shall so far as is practicable be given by the Company before interment or cremation stating the time and place of any inquest appointed.
- 4. All claims must be made with supporting documents to the satisfaction of the Company including but not limited to proof of Participation of the insured sports activities / Competition. In particular, the Company requires the following supporting documents:

#### **Proof of Section I Sports Injury Benefit**

## a) Proof of Personal Accident (Accidental Death and Permanent Disablement)

- Hospital and/or Physician's report(s) certifying the summary of the whole course of treatment received by the Insured person (including the nature of the Injury, particulars of treatment, the extent and the period of disablement);
- ii) Police report confirming the details of the Accident (where applicable);
- iii) In the event of the death of the Insured Person, the death certificate and coroner's report and autopsy report, if appropriate; and
- iv) In the event of disappearance, sinking or wrecking, the court order of presuming death.

#### b) Proof of Coma

i) Written confirmation by a Physician in the appropriate medical specialty (including the diagnosis, cause of Coma, duration of no response to external stimuli with relevant date and time and the period for use of life support measures, if any).

## c) Proof of Sudden Death due to Unknown Congenital Heart Defect

- Written confirmation by a Cardiologist (including diagnosis, relevant dates and circumstances of signs or symptoms, treatment history for the Congenital Heart defect); and/or
- ii) Death certificate, coroner's report and autopsy report, if appropriate.

#### d) **Proof of Exertional Heat Stroke**

 Written confirmation by a Physician (including diagnosis, relevant dates and time for the whole course of treatment, duration of hospital confinement, body temperature as recorded,

- altered mental state and/or signs of disorientation, irrational behavior, agitation, confusion, seizure or coma, if any); and
- ii) Discharge summary.

#### e) Proof of Cardiac Arrest

- i) Written confirmation by a Physician in the appropriate medical specialty or who is a cardiologist (including diagnosis, cause of Cardiac Arrest, relevant dates and time for the medical emergency); and/ or
- ii) Death certificate, coroner's report and autopsy report, if appropriate.

#### f) Proof of Ligament Tear or Tendon Rupture

- i) Written confirmation by an orthopedic surgeon (including the diagnosis, injured body parts involved, nature and cause of the injury, / illness, underlying or previous related condition, particulars of onsite emergency medical treatment, days of hospitalization with relevant dates and details of first diagnosis, surgery and non surgical treatment); and
- ii) Imaging evidence and/or Radiologist report.

#### g) Proof of Bone Fracture

- i) Written confirmation by an orthopedic surgeon (including the diagnosis, sites / bones involved, nature and cause of injury / illness, underlying or previous related condition, particulars of onsite emergency medical treatment, days of hospitalization with relevant dates and details of first diagnosis, surgery and non – surgical treatment);
- ii) Imaging evidence; and
- iii) Radiologist report.

#### h) Proof of First Time Dislocation

- i) Written confirmation by an orthopedic surgeon (including the diagnosis, sites / bones involved, nature of injury, cause of the injury / illness, underlying or previous related condition, particulars of onsite emergency medical treatment, days of hospitalization with relevant dates of first diagnosis, surgery and non – surgical treatment);
- ii) Imaging evidence; and
- iii) Radiologist report.

#### **Proof of Section II Accidental Medical Expenses**

- Original medical bill(s) and receipt(s) relevant to the claim;
- ii) Full medical report prepared by the attending Physician and/or official documentation issued by the relevant Hospital or clinic (including diagnosis of the condition treated, nature of treatment, particulars of the Hospital Confinement (if any) including the date, time, duration and place of such Hospital Confinement and Summary of the whole course of treatment received, medicines and/or drugs prescribed to the Insured Person); and

iii) Referral letter from a Physician for Trauma Counselling and/or physiotherapy treatment expense related claim (if appropriate).

#### **Proof of Section III Personal Liability**

- i) Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event;
- Written confirmation that no admission of liability has been made and that no settlement has been made or agreed to;
- iii) Police report and statement to police, if any;
- iv) Incident report from sports / competition facilities' provider and/or organizer, coloured photos and other supporting documents (if applicable); and
- Immediate submission to the Company of all relevant documentation including but not limited to copies of third party correspondence, Court Notice, Summons, Writs & Orders, court documents, solicitors' and other legal correspondence and letters of demand.

# Proof of Section IV Damage of Personal Sports Equipment

- Report which the Insured Person or his representative lodged with the Police;
- ii) Evidence of ownership including original receipts;
- iii) Photos showing the damaged item (in cases of damage); and
- iv) Repair quotation showing the cause of damage or repairer's confirmation of irreparable damage.
- 5. All benefits payable under this Policy shall be paid to the Policyholder except, in the event of the Accidental Death of the Insured Person, to his legal estate.
- 6. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request from the Company requesting such further information, and the claim shall thereafter be deemed to be abandoned.
- 7. In the event the Company is entitled to repudiate liability or refuse indemnity under this Policy, any amounts paid to the Policyholder or the legal estate of the Insured Person pursuant to this Policy prior to such repudiation or refusal shall be fully refunded to the Company forthwith upon its demand.

#### 運動樂全保條款及細則

#### 保險條款

保單持有人與本公司均同意:

- 本保單及本保單附載的任何批註須一併閱讀,並構成一份合約;
- 2. 保單資料頁上所列的條款、條件及不保事項 · 應依據本 文所載的條款、條件及不保事項而詮釋 · 而不應解釋為 對本文有任何修改、增補或歧異;
- 3. 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據,並視為已納入作本保單的一部分;
- 4. 本保單在保單持有人已全數繳交載列於保單資料頁之保費及本公司已核准其投保申請的情況下生效。
- 5. 本公司將根據本保單內的限額、條款、條件及不保事項 提供保障;及
- 6. 受保人及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註;及其在申請表格、投保書及聲明內容的真實性·乃本公司根據本保單承擔賠償責任的先決條件。

#### 釋義

除非文意另有規定·本部分的定義適用於本保單內出現的下列詞語:

- 1. **「意外」**指於受保期內因暴力、外在及可見因素引致受保人身體受傷的不可預知、突發及非蓄意的事故。
- 2. **「意外身故」**指因受傷而引致於意外發生當日起計 12 個曆月內死亡。
- 3. 「**年齢」**指受保人於受保期起始日時的上一次生日之年 齡。
- 4. 「運動員」指參與性質上為體能性的體育競賽的人士·並因進行訓練及/或比賽準備而經常性地由第三方獲取任何形式的薪酬、收入、贊助、補助、獎學金及/或津貼。
- 5. 「投保申請文件」指就本保單向本公司遞交的申請。包括但不限於投保申請表格、可保性證明、任何向本公司提交的文件或資料。及任何就該等申請作出的申報和聲明。
- 6. 「**曆月」**指由某一月份內某一日子至下一個緊接著的月份內相同的日子之前一天的期間。如下一個緊接著的月份內沒有對應的日子,即至下一個緊接著的月份的最後一日。
- 7. 「中醫師」指任何(i)根據《中醫藥條例》(香港法例 第549章)於香港中醫藥管理委員會妥善註冊或如涉及 香港以外地區·於當地擁有同等地位的機構註冊·及 (ii)在受保人接受治療當地獲合法授權提供中醫治療 的人士·惟在任何情況下不包括受保人、保單持有人、 保險中介人或保單持有人及/或受保人的僱主、僱員、 直屬家庭成員或業務夥伴。
- 8. 「本公司」指藍十字(亞太)保險有限公司。
- 9. 「**受保運動」**指於以下受保運動列表所列出的任何體育活動。

#### 受保運動列表

<b>人</b> /////////			
類別	受保運動種類		
舞蹈	任何種類		
健身	任何種類		
瑜珈	任何種類		
球類運動	1. 羽毛球 2. 桌球 3. 保齡球 4. 門球	5. 草地滾球 6. 乒乓球 7. 網球 8. 投球	
田徑運動	1. 跳高 2. 跨欄 3. 跳遠 4. 馬拉松 / 長跑 (≥ 400 米) 5. 接力 6. 短跑 (<400 米)	7. 鐵餅 8. 標槍 9. 鉛球 10.三級跳 11.壘球	
其他運動	1. 划艇(包括龍舟)* 2. 滑浪風帆 3. 滑水 4. 溜冰 5. 室內攀石 6. 行山	7. 野外定向 8. 室外單車 9. 花式跳繩 10.游泳 11.劍擊	

\*包括「雙槳艇」及「單槳艇」

- 10. 「比賽」指任何符合以下條件的受保運動:
  - a) 開放予公眾或由學校、商業機構或經由當地政府已 註冊的非牟利機構舉辦或贊助;
  - b) 有指定路線或比賽場地;
  - c) 整項活動於指定地區的邊境內進行;
  - d) 整項活動於不高於海拔二千(2,000)米內進行;及
  - e) 現場須提供急救護理服務
- 11.「診斷」指由下列定義的合資格醫療人士作出的明確診斷。合資格醫療人士須根據此內文中相關徵狀、病症或疾病定義所述的要求而作出明確的診斷。當不能提供指定要求的證據時.合資格醫療人士須根據本公司接受的放射結果、臨床診斷、細胞組織或實驗分析作出診斷。
- 12. 「符合索償資格的費用」指為治療某醫療狀況所需,由醫生建議並為醫療所需之服務或治療所引致的醫療費用,但不得超過該等服務或治療的合理慣常收費。惟在任何情況下,符合索償資格的費用不得超過實際招致的費用。
- 13.「**自付額」**指載明於保障項目表內·在本公司須就保障 條款索償支付本保單之保障前·保單持有人必須自行承 擔的總金額。
- 14.**「首個受保期」**指「全年計劃」中·最初並未曾續保之 受保期。
- 15. 「折斷腿部或膝蓋而無法縫合」指膝蓋或腳骨完全分為 兩截或以上,並無法縫合及正常活動。該情況在受保人 餘生將一直持續。
- 16. 「香港」指中華人民共和國香港特別行政區。
- 17. 「醫院」指具適當規模並已註冊為醫院·向患病及受傷人士提供收費留院護理及治療服務的組織·並須符合以下各項:
  - a) 設有診斷及手術設施;
  - b) 設有由註冊護士提供的 24 小時護理服務;
  - c) 設有醫生監督;及
  - d) 並非主要為一般診所、酗酒或吸毒人士治療所、療養護理院、康復中心,或老人院或同類機構。

- 18. 「**住院」**指按醫生建議需以住院病人身分留院最少連續 24 小時以接受為醫療所需的治療。
- 19.「**直屬家庭成員」**指配偶、子女、父母、配偶的父母、 兄弟姊妹、祖父母、孫或法定監護人。
- 20. 「疾病」或「患病」指受保人罹患非由受傷引致·並於受保期內首次出現的身體疾病、不適、異常、感染或衰退。
- 21. 「受傷」或「傷患」就受保人而言・指完全因意外・而 非涉及任何其他原因(包括已知或未知於受保前已存在 的身體或先天性狀況所引致的身體傷患。惟該傷患須於 受保期內出現・保單持有人方可享有此項保障。
- 22. 「**受保人」**指受保於本保單並於保單資料頁或隨後附加 於本保單的批註內列為受保人的人士。
- 23. 「**喪失聽覺能力」**指雙耳完全對所有聲音永久失聰並無 法復原·即:

如果 a 分貝-損失聽力至 500 赫

如果 b 分貝 - 損失聽力至 1,000 赫

如果 c 分貝 - 損失聽力至 2,000 赫

如果 d 分貝 - 損失聽力至 4.000 赫

(a+b+c+d) 之1/6高於80分貝。

- 24. 「**喪失肢體」**指手腕或足踝關節或以上部位的肢體完全 永久地從身體分離並無法復原。
- 25. 「喪失視力」指視力完全及永久地喪失並無法復原。
- 26. 「喪失語言能力」指無法發出說話所需的 4 種語言音中的 3 種 · 例如唇音、齒齦音、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。
- 27. 「**喪失姆指、手指或腳趾」**指掌指關節或跖趾以上位置的關節完全切斷。
- 28. 「喪失功能」指完全喪失有關功能。
- 29. 「醫療狀況」指本保單受保範圍內的受傷、疾病及/或 罹患創傷後壓力症。
- 30. 「醫療所需」指按照一般公認的醫療標準,就治療某醫療狀況為必須的治療或服務,而該等治療或服務須符合以下各項:
  - a) 需要合資格醫療人士的醫療專業知識;
  - b) 與診斷一致·並對醫療狀況而言屬必須;
  - c) 根據專業及審慎的醫療標準提供,而並非主要為方 便或令受保人、其直屬家庭成員、護理者或主診的 合資格醫療人士感到舒適而提供;及
  - d) 在該情况下以最具成本效益的方式和設備提供。實驗性、普查及屬預防性質的服務或物品均不被視為醫療所需。
- 31.「參與」指受保人進行受保運動的期間·並包括受保人 於進行受保運動的相同地點進行的休息時間。
- 32. 「**受保期」**指為本保單生效並於保單資料頁內列為受保期的期間。
- 33. 「永久完全傷殘」指受保人因受傷而持續最少 52 個星期不能從事其正常職業·並在此 52 個星期結束時經本公司認可的醫生核證該情況將令受保人永久完全失去任何從事有報酬職業的能力·並且無康復希望。
- 34.「醫生」或「外科醫生」指任何(i)根據《醫生註冊條例》(香港法例第 161 章)於香港醫務委員會妥善註冊或如涉及香港以外地區·於當地擁有同等地位的機構註

- 册·及(ii)在受保人接受治療當地獲合法授權從事西方醫學的內科/外科診療的人士。惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及/或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
- 35.「物理治療師」指任何(i)根據《輔助醫療業條例》 (香港法例第 359 章)於輔助醫療業管理局妥善註冊或 如涉及香港以外地區·於當地擁有同等地位的機構註 冊·及(ii)在受保人接受治療當地獲合法授權提供物 理治療服務的人士。惟在任何情況下不包括受保人、保 單持有人、保險中介人或保單持有人及/或受保人的僱 主、僱員、直屬家庭成員或業務夥伴。
- 36.「保單」指保單持有人與本公司之間的整份保單合約,包括但不限於本條款及細則、保單資料頁、任何批註及由保單持有人或其代表所提交的申請表格、投保書及聲明。
- 37. 「保單持有人」指持有本保單的擁有權並於保單資料頁或隨後附加於本保單的批註內列為保單持有人的人士。
- 38. 「保單資料頁」指附於本保單的承保表·並在內列明受保人個人詳情及保單細節、保障額、受保期及保障項目表。
- 39.「已存在的病症」指任何於受保期起始日(適用於「基本計劃」及「優選計劃」)或首個受保期(適用於「全年計劃」)前(i)已存在·及(ii)受保人當時已知悉或應合理地已知悉出現的病徵或症狀之受傷、疾病或身體狀況。
- 40. 「經醫生處方的藥物」指受保範圍內的治療而經由醫生處方的西方藥物、並經由醫生診療室的配藥部門或註冊藥劑師所配發。
- 41. 「心理學家」指任何(i)在受保人接受當地擁有專業資格以提供心理治療或輔導服務·及(ii)在區域上認可的研究院或專業教育機構完成臨床心理學碩士或以上課程之臨床心理學家。惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及/或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
- 42. 「**合資格醫療人士」**指中醫師、醫生、物理治療師、心理學家及外科醫生。
- 43.「續保」指就本保單而言,緊接保單屆滿時立即續期。
- 44. 「保障項目表」指一份列明本保單提供給受保人的各項 受保保障的最高賠償額及分項賠償額的上限·並構成保 單資料頁一部分的項目表。
- 45. 「保障額」指於保障項目表內所列之保障額·並為本公司就個別受保人所支付的「運動受傷保障」保障的賠償額。
- 46.「保障百分比表」指列於第一部分第 1 條(個人意外 (意外身故及永久傷殘))的保障百分比表·並載有根 據「個人意外(意外身故及永久傷殘)」保障內的每項 受保事項該支付的保障額之百分比。

#### 保障條款

除「全年計劃」保障受保人在香港地區以外所進行受保運動之比賽外·本保單的保障條文內所提述的所有保障只適用於受保人在香港地區所進行的受保運動。

本公司將根據以下第一至四部分提供保障予受保人:

#### 第一部分 「運動受傷保障」

#### 1. 個人意外(意外身故及永久傷殘)

a) 若受保人在受保期內受傷而導致於該意外發生當日後12個曆月內意外身故、永久完全傷殘或任何列於保障百分比表(如下)內永久傷殘下之受保事項·本公司將支付一筆金額等同於保障額乘以根據保障百分比表所列之保障額百分比的「個人意外(意外身故及永久傷殘)」保障。

#### 保障百分比表

受佣	<b></b> 事項		須付保障 (保障額之 百分比)
1.	意外身	] 故	100%
2.	永久傷	<b>陽殘(2.1 至 2.18)</b>	
	2.1	永久完全傷殘	100%
	2.2	永久及無法治癒的四肢癱瘓	100%
	2.3	永久完全喪失雙目視力	100%
	2.4	永久完全喪失單目視力	50%
	2.5	喪失兩肢或永久完全喪失其 功能	100%
	2.6	喪失一肢或永久完全喪失其 功能	50%
	2.7	永久完全喪失語言及聽覺能 力	100%
	2.8	永久完全喪失聽覺能力	
		a) 兩隻耳朵	75%
		b) 一隻耳朵	15%
	2.9	永久完全喪失語言能力	50%
	2.10	永久完全喪失單目的晶狀體	30%
	2.11	通過外科手術切除下顎	30%
	2.12	喪失拇指及四隻手指或永久 完全喪失其功能	
		a) 右手	70%
		b) 左手	50%
	2.13	喪失四隻手指或永久完全喪 失其功能	400/
		a) 右手 い ナエ	40%
	2.14	b) 左手 喪失一隻拇指或永久完全喪 失其功能·說明如下:	30%
		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%
	2.15	喪失一隻手指或永久完全喪 失其功能·說明如下:	
		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%
, 1	V = 10 - 1	f) 一個左指骨 為左撇子,於 2.12 至 2.15 列	2%

(倘受保人為左撇子·於 2.12 至 2.15 列為適用於左右 手之百分率將對調。)

手え	<b>手</b> 乙白分率將對調。 )			
	2.16	喪失腳趾或永久完全喪失其		
		功能,說明如下:		
		a) 一隻腳掌之全部腳趾	15%	
		b) 大腳趾之兩個趾骨	5%	
		c) 大腳趾之一個趾骨	3%	

受倪	吊事項		須付保障 (保障額之 百分比)
		d) 大腳趾以外之其他腳趾	2%
	2.17	折斷腿部或膝蓋而無法縫合	10%
	2.18	腿部縮短至少 5 厘米	7.5%

- b) 如受保人因遭受上列受保事項而所獲的賠償少於保障額的 100%·該受保人就受保期餘下期間所發生的受保事項可索償的金額為保障額扣除已付及應付的賠償後的餘額。
- c) 在所有情況下·本公司就第一部分第 1 條(個人意外 (意外身故及永久傷殘))須為每名受保人承擔之總 責任將不可超過該受保人的保障額之 100%。
- d) 就第一部分第 1 條(個人意外(意外身故及永久傷 殘))而言·若在受保期內受保人乘搭的交通工具沉 沒、墜毀或失蹤·而受保人在事發滿 12 個曆月後仍 然失蹤·受保人將被推定為意外身故。若受保人在本 公司支付保障後被發現仍然生還·該筆已支付的金額 必須退還回本公司。

#### 2. 昏迷

如受保人於參與期間失去知覺·本公司將支付一筆相等於保障額乘以根據保障項目表所列之保障額百分比之金額。診斷必須由相關專科醫生證實·並須提供以下證據:

- a) 連續至少四十八(48)小時對外來刺激不能作出 反應;及
- b) 需要倚靠維生系統維持生命。

#### 適用於第一部分第2條的不保事項

a) 因自致的傷害、酒精、濫用藥物或醫學誘發而引 致的昏迷。

#### 3. 因未知的先天性心臟病引致猝死

如受保人於參與期間因未知的先天性心臟病而引致猝死·本公司將支付一筆等同於保障額乘以根據保障項目表所列之保障額百分比之金額。未知的先天性心臟病診斷必須由醫生於心臟專科報告證實。

#### 適用於第一部分第3條的不保事項

受保人於受保期起始日(適用於「基本計劃」及「優 選計劃」)或首個受保期(適用於「全年計劃」)之 前已知悉或應合理地已知悉出現的先天性心臟病病徵 或症狀所引致的猝死。

#### 4. 運動性中暑

如受保人於參與期間因運動而導致的暈厥或暈倒·本公司將支付一筆等同於保障項目表所列之金額。運動性中暑須住院連續至少二十四(24)小時。診斷必須有下列證明:

- a) 體溫記錄為 105°F (40.5°C)或更高;
- b) 精神狀態改變,並有眩惑、非理性行為、激動、 昏亂、癲癇發作或昏迷等症狀;及
- c) 經醫生診斷為運動性中暑。

#### 5. 心臟驟停

如受保人於參與期間因心臟左心室沒有收縮或收縮不足而即時導致全身心血管系統衰竭而引致緊急醫療狀況,本公司將支付一筆等同於保障額乘以根據保障項目表所列之保障額百分比之金額。心臟驟停的診斷必須由相關醫學專業醫生或心臟科專科醫生證實。

#### 6. 韌帶撕裂或肌腱斷裂

如受保人經骨科專科註冊醫生首次診斷後·確診於參與期間因意外而引致韌帶撕裂或肌腱斷裂·並接受以下被視為醫療所需的治療:(i)於診斷後三十(30)日內進行手術治療;或(ii)長達三十(30)日以上的非手術性治療·本公司將支付一筆等同於保障項目表所列之金額。

保障均須符合以下所有條件:

- a) 韌帶撕裂或肌腱斷裂之診斷須由影像證據證明; 及
- b) 受保人於參與期間接受現場所提供的緊急醫療·或於參與後二十四(24)小時內接受住院或門診治療。

#### 適用於第一部分第6條的不保事項

- a) 急性或慢性肌腱病、跟骨滑囊炎及/或跟骨骨骺 炎;
- b) 因已存在的肌腱炎所導致的斷裂;或
- c) 因全身性疾病導致的斷裂

#### 7. 骨折

如受保人經骨科專科註冊醫生首次診斷後‧確診於參與期間因意外而引致骨折‧並接受以下被視醫療所需的治療:(i)手術治療;或(ii)非手術性治療‧本公司將支付一筆等同於保障項目表所列之金額。

保障均須符合以下所有條件:

- a) 骨折之診斷須由影像證據證明;及
- b) 受保人於參與期間接受現場所提供的緊急醫療·或於參與後二十四(24)小時內接受住院或門診治療。

#### 適用於第一部分第7條的不保事項

- a) 因已存在的骨質疏鬆症、骨軟化症、骨腫瘤導致的骨折;
- b) 於放射科醫生報告中被描述為疲勞性骨折、壓力性骨折、線性骨折、撕除性骨折/碎裂或微骨折;或
- c) 於病歷中列明與先前骨折位置相同的骨折

倘若受保人於參與期間就同一意外中導致第一部分第7條(骨折)及第一部分第8條(首次關節移位/脫臼).此保單僅將提供第一部分第7條(骨折)之賠償。

骨折只包括以下部位及骨骼:

踝骨、腓骨、脛骨、股骨、髌骨、骨盆(髂骨、坐骨和恥骨)、椎骨、肋骨、胸骨、腕骨(舟狀骨、大多角骨、小多角骨、頭狀骨、鉤骨、豆狀骨、三角骨和月狀骨)、尺骨、橈骨、肱骨、肩胛骨、鎖骨、面部(下頜骨、上頜骨、下鼻甲、淚骨、鼻腔、鼻腔腭、顴骨和犁骨)和頭骨。

#### 8. 首次關節移位/脫臼

如受保人經骨科專科註冊醫生首次診斷後·確診於參與期間因意外而引致關節移位/脫臼·本公司將支付一筆等同於保障項目表所列之金額。

保障均須符合以下所有條件:

- a) 受保人於意外前從未於同一位置骨折;
- b) 關節移位/脫臼之診斷須由影像證據證明;及

c) 受保人於參與期間接受現場所提供的緊急醫療· 或於參與後二十四(24)小時內接受住院或門診 治療。

倘若受保人於參與期間就同一意外中導致第一部分第7條(骨折)及第一部分第8條(首次關節移位/脫臼).此保單僅將提供第一部分第7條(骨折)之賠償。

只包括以下關節之首次關節移位/脫臼:

脊柱、臀部、膝蓋、腕關節、肘部、踝關節、肩胛 骨。

#### 第二部分 「意外醫療費用」

若受保人在受保期內參與受保運動期間因受傷導致的住院,包括手術、救護車及輔助醫療服務、診斷測試及經醫生處方的藥物而引致符合索償資格的費用,本公司將向保單持有人賠償實際支付的醫療費用。惟該賠償金額不可超過保障項目表內所列之有關最高賠償額。

除以上情況之外·「意外醫療費用」保障的最高賠償額將會就以下伸延保障所支付的賠償而被扣減。

#### 1. 創傷輔導

若受保人直接因意外導致永久完全傷殘或任何於保障百分比表內所列之永久傷殘受保事項·而(i)被醫生診斷為患上創傷後壓力症·及(ii)獲賠償「個人意外(意外身故及永久傷殘)」保障·本公司將賠償受保人於有關意外發生當日後 12 個曆月內接受心理學家所提供的臨床輔導服務而引致的醫療所需開支。惟支付之賠償不可超過保障項目表內所列就每次應付的「個人意外(意外身故及永久傷殘)」保障之個別最高賠償額。本公司只會負責支付經醫生以轉介信建議之治療。

#### 2. 門診治療

若受保人於參與受保運動期間受傷·並因接受下列治療或服務而引致醫療所需的費用·本公司將向保單持有人賠償實際支付的費用·但以不超過保障項目表內所列就以下各項治療之分項賠償額及本伸延保障之最高賠償總額:

- a) 由醫生提供之門診治療;及/或
- b) 經醫生以轉介信建議並由物理治療師提供之門診 物理治療。

#### 3. 針灸治療

若受保人於受保期內參與受保運動期間受傷,並需由許可或註冊的針灸師提供合理及必須的治療,本公司將向保單持有人賠償實際支付的費用,但以不超過保障項目表內所列就本伸延保障之分項賠償額及最高賠償總額。有關針灸治療費用必須由許可或註冊的針灸師提供收據。

#### 4. 跌打治療

若受保人於受保期內參與受保運動期間受傷·並需由中醫師提供合理及必須的治療·本公司將向保單持有人賠償實際支付的費用·但以不超過保障項目表內所列就本伸延保障之分項賠償額及最高賠償總額。有關跌打治療費用必須由中醫師提供收據。

#### 適用於第二部分的不保事項

本公司將不會負責支付:

- a) 入住醫院的單人或私家病房或聘用特別或私家看護的額 外費用;輪椅、拐杖或任何其他類似儀器的費用;
- b) 與整容手術、創傷收復、矯視或助視儀器、隱形眼鏡、 眼鏡、助聽器、義肢或醫用器材、裝置及配件有關的費 用:
- c) 受保於「創傷輔導」保障的輔導服務以外的與精神或心理失常及精神或神經紊亂(包括任何初期徵兆或病徵) 有關的費用:
- d) 非由醫生建議或轉介的治療或服務(如屬必須);
- e) 例行身體或健康檢查及非於受保期內發生的疑似受傷而 須作出治療或診斷的身體或健康檢查;
- f) 為購買或使用療養、託管或休養療法或特別護理所引致的開支;
- g) 跌打治療及針灸治療以外的中醫治療;或
- h) 於意外發生當日起計 12 個曆月後的醫療費用。

#### 第三部分 「個人責任」

如受保人於參與受保運動期間導致第三者意外身體受傷或第三者財物意外損失或損毀而須向第三者負上法律責任(包括法律費用)·本公司將作出賠償·**性**受保人必須就可能會導致法律責任一事即時以書面知會本公司。本公司的就有關法律責任(包括法律費用)的賠償金額不可超過保障項目表內所列之有關最高賠償額。

如受保人已死亡·本公司將按照本保單的條款及在此部分的最高賠償額內向受保人的法定個人代表賠償受保人需承擔的責任·惟該法定個人代表應視其為受保人在適用的範圍內遵守本保單的條款·細則和免責。

本公司概不承擔受保人就以下情況所招致的任何責任:

- a) 由受保人導致其家庭成員或因向受保人提供教練或教導 服務而僱用之人士的身體受傷;
- b) 屬任何由受保人、其家庭成員或向受保人提供服務的管控人士擁有、於其託管或受其控制的財物的損失或損毀;
- c) 受保人以賠償或其他方式達成的任何協議,除非在沒有 該協議的情況下本應承擔該責任;
- d) 擁有或使用任何以機械驅動的車輛;或
- e) 受保人或其授權代表已承認責任或達成任何協議或和 解,而事前並無知會本公司及取得本公司的書面同意。

#### 第四部分「個人運動器材的損壞」

如受保人於參與運動期間導致受保人個人擁有的運動器材損壞·而本公司亦有就第一部分(運動受傷保障)作出賠償·本公司將向保單持有人賠償實際支付的費用·但不超過保障項目表內所列之最高賠償總額。

本公司概不負責因正常使用造成的損耗、蟲蛀、白蟻或固有缺陷,機械、電力或電子故障或失常,設計錯誤或手工藝上缺陷,清洗維修或翻新過程或氣候或空氣轉變引致的損壞或價值本身折舊,而本公司有全權斷定其折舊率。

此保障只會就同一意外於第一部分(第 1-8 條)已作出任何賠償時才支付賠償。

#### 一般不保事項

以下的不保事項適用於本保單的所有保障條文。本保單不 承保以下各項:

- 1. 受保人因從事以下任何活動而受傷或患病:
  - a) 受保人參與任何與比賽有關的體育活動·除非另於 保單資料頁內另有註明;
  - b) 在海拔 5,000 米以上進行的體育活動;
  - c) 任何受保人以受保運動的專項運動員身分參與的體 育活動 (只適用於「基本計劃」及「優選計 劃」)。
- 2. 因下列情況造成受傷或病患:
  - a) 蓄意自我毀傷、企圖自殺或自殺(不論神志是否清醒亦然);
  - b) 服食任何藥物·除非證實是根據醫生的適當處方· 及並非為治療毒癮而服食該等藥物;
  - c) 未遵守有關體育活動的規則或規定;
  - d) 受保人參與任何於以下範圍以外進行的非比賽項目: 行人路(適用於馬拉松及長跑)、海岸和河流(適用於划艇及滑浪風帆)、有救生員當值的游泳地區(適用於游泳)、行山徑(適用於行山及野外定向)及單車徑(適用於室外單車)及任何已認可及授權的運動設施,包括但不限於任何體育館、健身中心、會所等,而該運動設施必須符合以下條件:
    - i) a) 受當地政府管理或於當地已註册之會所場地; 或
      - b) 屬於受保人將參與的指定比賽的賽道;
    - i) 專為某指定受保運動而設的場地;
    - iii) 場地內不包含任何危險警告標示;及
    - iv) 有受過訓練的職員或教練當值 (如需要)
  - e) 懷孕或分娩;
  - f) 中毒:
  - g) 任何戰爭(不論已宣戰與否)、侵略、外敵行動、 恐怖活動、內戰、叛亂、革命或軍事或篡奪行動;
  - h) 核裂變、核聚變或輻射污染(不論是否直接或間接 所引致);
  - i) 任職於國家的武裝部隊;
  - j) 參與任何犯罪活動·惟獲證實為受害者或旁觀者則 除外;
  - k) 保單持有人及 / 或受保人的任何蓄意、惡意、非法或故意的行為;
  - I) 精神錯亂;或
  - m) 任何已存在的病症。

#### 一般條款

#### 1. 合約詮釋

- a) 本保單內容之用詞如有性別或單雙數之分·均應視 為概括性之描述·並無區別。
- b) 所有標題乃為方便而設,不會影響對本保單的闡 釋。
- c) 某日的時間指香港時間。
- d) 若本保單的任何條款與本公司其他文件及紀錄在詮 釋上出現任何抵觸,將以本保單條款為準。

- e) 除非另有註解·否則本保單內所用之詞語具有保單 資料頁所載明的涵義。
- f) 英文版本為本保單文件的正式文本·中文版本僅作 參考。英文版本與中文版本之間如有任何差異·均 以英文版本為準。

#### 2. 合資格受保人

- a) 於投保時年齡介乎 10 歲至 65 歲的人士(包括首尾 歲數)方合資格投保為本保單之受保人。
- b) 就「全年計劃」而言・任何年齡超過 65 歲的受保人・其保單續保申請必須由本公司全權釐定。除本公司批准外・否則任何(i)年齡在 10 歲以下或在70 歲以上(「最高年齡限制」)的人士將不獲承保。
- c) 為免存疑·若受保人於受保期屆滿前已超過最高年 齡限制·受保人就該受保期的保障將仍然生效且不 受影響。

#### 3. 涌知

保單持有人向本公司發出的所有通知必須以書面形式傳送至本公司的地址。除非由本公司的授權代表正式簽署,否則有關於本保單(包括其任何批註)的任何更改均屬無效。

#### 4. 未成年受保人的保單擁有權變更

- a) 若本保單的受保人於受保期內為未成年人士·而保單持有人於受保期內身故·在獲得本公司批准下· 保單持有人將會變更為受保人的法定監護人。
- b) 就「全年計劃」而言·若本保單的受保人於受保期 起始日時為未滿 18 歲的未成年人士·本保單的擁有 權可在受保人 18 歲生日後的下一次續保時轉移至該 受保人。

#### 5. 職業改變(只適用於「全年計劃」)

保單持有人在受保期內及每次申請續保時,如受保人的 職業已更改為相關受保運動中的「運動員」,必須即時 通知本公司。本公司會根據受保人新的職業保留採取以 下行動的權利:

- a) 調整本保單所需的保費;或
- b) 取消本保單。

#### 6. 風險改變(只適用於「全年計劃」)

- a) 因風險的改變有機會影響本保單的保障、保單持有 人在受保期內及每次申請續保時、必須就地址更改 或職業更改為「運動員」或任何影響本保險的重要 事實、包括可能影響受保人的任何損傷、疾病、身 體或精神之不健全或衰弱或其任何變化、以及為受 保人購買的任何其他意外或喪失能力之保險、即時 通知本公司。
- b) 否則 · 本公司可就受保人的風險改變而保留即時取 消保單 · 及 / 或拒絕所有索償或使其失效的權利。

#### 7. 失實陳述/欺詐

若保單持有人及/或受保人的投保申請文件、投保書及/或聲明之內容有任何失實之處.或就影響風險的任何重要事實作出錯誤陳述或有所遺漏.或此保險或其續保涉及任何錯誤陳述、失實陳述或隱瞞.或有任何涉及欺詐成份或誇大之索償或以虛假聲明或陳述為依據之索償.則本保單內的保障將於起始日起視為無效。

#### 8. 續保

- a) 就「基本計劃」及「優選計劃」而言·本保單不能 續保。
- b) 就「全年計劃」而言·受本公司享有終止本保單權利之條款約束下·於保單期屆滿時·本保單將按本公司因應每次續保時所提供的利益及保障範圍而釐定的保費及施加的條款並在本公司成功收取保費後自動續保至下一個受保期。本公司將保留於續保時修改保障利益、保費、條款及細則·及對本保單作出更改的權利。

倘若保單持有人不同意續保·他可於本保單續保日當日起計30天內(「冷靜期」)向本公司發出書面通知以取消該續保·而本保單將會於緊接該續保前之受保期屆滿時終止。如 a)本保單於該冷靜期內並無任何索償\*及就該續保繕發的優惠券(如有)於冷靜期內從未被使用及已被退還予本公司·保單持有人將可獲全數退還就該續保已繳付之保費。

\*除非冷靜期內所作出的索償是用作賠償於本保單終止前符合索償資格的費用

本公司將不時修訂本保單提供之保障項目。本公司 將於不少於續保日(即該等修訂生效日)前30天以 書面通知閣下有關之修訂·並列明包括但不限於經 修訂之保單資料頁、新保費及其生效日期。本公司 將按當時適用之收費基礎釐定新保費。除非保單持 有人以書面拒絕·否則新保費及保障將由續保通知 書內訂明之日期起生效。倘擁有人以書面拒絕接受 新保費·保單將於擁有人發出書面通知後之下一個 保費到期日自動終止。

#### 9. 保障更改

本保單不接受保障更改。

#### 10. 無索償折扣(只適用於「全年計劃」)

如本公司於下表所述之個別無索償期內未曾或無須就本保單支付任何保障,保單持有人於續保本保單時所應繳付之保費可獲得相應折扣率之扣減:

#### 無索償折扣表

緊接續保前之無索償期	折扣
1年	5%
連續2年	10%
連續3年	15%

如在保單持有人就本保單以無索償折扣續保後·本公司 才支付或須支付於上一個受保期內產生的索償·保單持 有人必須在本公司發出繳費通知後 21 天內向本公司償 還折扣差額。除非本公司收到該折扣差額·否則本公司 不會支付任何保單下的保障利益。

#### 11. 取消保單

本公司可按保單持有人最後登記的地址,以掛號郵件方式向保單持有人發出不少於 7 天通知以取消本保單。本公司將按比例向保單持有人退還本保單餘下未到期的保費。

保單持有人亦可向本公司發出不少於 7 天的書面通知以 取消本保單。在本保單無任何索償之情況下、保單持有 人可獲退還部分保費、退還的價值相等於已付的保費在 扣除本公司按本保單已到期的受保期及短期保費率(如 下述短期保費率表所示)所計算出的應收保費\*後的餘額。保單持有人只能取消全年保單。

#### 短期保費率表

已到期的受保期		應收保費	
	1個月	全年保費的	20%
	2個月		30%
不超過	3個月		40%
	4個月		50%
	5個月		60%
	6個月		70%
	7個月		80%
	8個月		90%
8個月以上		全年保費	費的全額

\*本公司退還的差額須受列於保單資料頁內有關本保單 的最低保費所規限。

#### 12. 保障終止

- a) 任何一位受保人於保單內的所有保障將在下列其中 一個日期即時終止,以最早者為準:
  - i) 當該受保人已獲得 100%的保障額;
  - ii) 當該受保人於受保期內達至本保單的最高年齡限制 · 本保單便會在該受保期的最後一天終止(只適用於「全年計劃」);
  - iii) 當該受保人的保障因一般條件中第 5 條 ( *職業改* 變)、第 6 條 ( *風險改變* ) 或第 8 條 ( *失實陳述 / 欺詐* ) (按情況而定 ) 所列的情況下被取消;
  - iv) 當有關該受保人的保障的續保申請不獲本公司批准·本保單會在受保期的最後一天終止(只適用於「全年計劃」);或
  - v) 該受保人身故時之日期。
- b) 除非於一般條件中第 11 條 (取消保單)特別註明 外·任何有關該受保人就受保期已繳但未到期的保 費·將不獲退還。

#### 13. 保單終止

- a) 本保單將在下列其中一個日期自動終止,以最早者 為進,
  - i) 當所有受保人已獲得 100%的保障額;
  - ii) 當所有受保人於受保期內達至本保單的最高年齡 限制·本保單便會在該受保期的最後一天終止 (只適用於「全年計劃」);
  - iii) 本公司或保單持有人取消本保單或保單因一般條件中第 5條(職業改變)、第 6條(風險改變) 或第 8條(失實陳述/欺詐)(按情況而定)所列的情況下被取消;
  - iv) 當本保單的續保申請不獲本公司批准·本保單會 在受保期的最後一天終止(只適用於「全年計 劃」);或
  - v) 最後一名受保於本保單的受保人身故時之日期。
- b) 當保單就以上的情況下終止,保單內所有受保人的保障亦即告終止。除非於一般條件中第11條(取消

保單)特別註明外·任何就受保期已繳但未到期的保費·將不獲退還。

#### 14.仲裁

由本保單引致的所有糾紛或爭議,均須根據《仲裁條例》(香港法例第609章)進行仲裁。若雙方未能就仲裁員的選擇達成協議,則由香港國際仲裁中心當時的主席指派一位仲裁員。

#### 15.責任

受保人及有關索償人須適當遵守及履行本保單的條款、 條件及批註;及其在投保申請文件、投保書及聲明內容 的真實性·乃本公司根據本保單承擔賠償責任的先決條 件。

#### 16.放棄索償

若本公司拒絕對本保單的索償作出賠償·而該項索償並未於拒絕賠償日期起計 12 個曆月內根據上文所述交付仲裁·則該項索償就各方面而言將被視作放棄論·且日後不能再提出索償。

#### 17. 規管法律

本保單於香港簽發,並受香港法律規管並按其詮釋。

#### 18. 代位權

本公司有權以保單持有人及/或受保人的名義·對可能 須就引致本保單索償負上責任的任何第三者進行追討· 有關費用將由本公司承擔·而所討回的款項亦歸本公司 所有。保單持有人須在追討行動中與本公司充分合作。

#### 19. 其他保險

若受保人可因任何其他保險獲賠償全部或部分實際費用,則本公司僅須負責支付在扣除根據該等保險應付金額後之費用餘額。

- **20. 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:

  - (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。

#### 21. 第三者權利

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)強制執行 本保單的任何條款。

#### 22. 文書錯誤

任何文書錯誤不會令生效的保單因而失效,或令失效的 保單因而生效。

#### 索償條款

- 1. 索償人必須在任何可能引致本保單下索償的事故發生後 14 天內向本公司發出載有受傷或患病詳情(按情況而 定)的書面通知(除第三部分「個人責任」保障另有規 定)·並應盡快安排受保人徵詢妥善的醫療或外科意見 及按照該等意見而行。
- 索償人必須自費並在合理情況下按本公司要求的形式、 語言及性質向本公司不時提供所有證書、資料及證據、 而受保人亦必須應本公司的合理要求,進行健康檢查。
- 3. 若受保人身故·本公司有權自費在屍體埋葬或火葬前進 行驗屍檢查·但本公司必須在切實可行的情況下就驗屍 時間及地點給予合理時間的通知。
- 4. 所有索償必須連同本公司接受的證明文件,包括但不限 於參與受保的體育活動或比賽的證明文件,特別是以下 本公司需要的證明文件:

#### 適用於第一部分「運動受傷保障」之證明:

#### a) 適用於「個人意外(意外身故及永久傷殘)」之證明:

- i) 醫院及/或醫生報告·證明受保人接受整個治療過程的摘要·包括傷害的性質·治療的細節·傷殘的程度及其持續時段;
- ii) 確認事故細節的警方報告(如適用);
- iii) 如涉及受保人身故·需提供死亡證·死因庭及驗屍 報告(如適用);及
- iv) 如涉及失蹤、沉沒或墜毀·需提供法院宣告死亡之 頒令。

#### b) 適用於「昏迷」之證明:

i) 由相關醫學專業醫生發出的書面確認 · 列明包括診 斷 · 昏迷原因 · 對外來刺激無反應及使用生命维持 儀器之相關日期及持續時間 (如適用) 。

#### c) 適用於「因未知的先天性心臟病引致猝死」之證明:

- i) 由心臟病專科醫生發出的書面確認 · 列明包括診 斷、徵兆 / 症狀情況 · 先天性心臟病的治療病歷 · 相關日期;及 / 或
- ii) 死亡證,死因庭及驗屍報告(如適用)。

#### d) 適用於「運動性中暑」之證明:

- i) 由相關醫學專業的醫生發出的書面確認,列明包括 診斷、整體治療過程、留院持續時間、體溫記錄、 精神狀態改變及/或眩惑、非理性行為、激動、昏 亂、癲癇發作或昏迷等症狀(如有));及
- ii) 出院撮要。

#### e) 適用於「心臟驟停」之證明:

- i) 由相關醫學專業的醫生發出的書面確認·包括診 斷·心臟驟停原因·醫療急救等相關日期及時間; 及/或
- ii) 死亡證,死因庭及驗屍報告(如適用)。
- f) 適用於「韌帶撕裂或肌腱斷裂」之證明:

- i) 由骨科醫生發出的書面確認,列明包括診斷、傷患身體部位、傷病性質及起因、潛在/已存在狀況、現場急救治療詳情、住院日數、初次診斷、手術及非手術治療等相關日期及詳情;及
- ii) 影像證明及/或放射造影報告。

#### g) 適用於「骨折」之證明:

- i) 由骨科醫生發出的書面確認 · 列明包括診斷 、涉及 部位 / 骨骼、傷病性質及起因、潛在/ 已存在狀況、 現場急救治療詳情、住院日數、初次診斷、手術及 非手術治療等相關日期及詳情;
- ii) 影像證明;及
- iii) 放射造影報告。

#### h) 適用於「首次關節移位/脫臼」之證明:

- i) 由骨科醫生發出的書面確認,列明包括診斷、傷患部位/骨骼、傷病性質及起因、潛在/已存在狀況、現場緊急治療詳情、住院日數、初次診斷、手術及非手術治療等相關日期及詳情;
  - ii) 影像證明;及
  - iii) 放射造影報告。

#### 適用於第二部分「意外醫療費用」之證明:

- i) 與索賠有關的醫療費用收據正本;
- ii) 主診醫生準備的完整醫療報告及/或由相關醫院或診 所簽發的官方文件(包括對所治療疾病的診斷·治療 性質·住院詳情(如有)·包括日期·時間·持續時 間·住院及接受整個治療過程之地點·處方予受保人 的藥物摘要);及
- iii) 如涉及創傷輔導及 / 或物理治療費用相關索賠,需提供醫生轉介信(如適用)。

#### 適用於第三部分 「個人責任」之證明:

- i) 就可能之索償即時向本公司提交的書面通知·指出事件的性質及情況;
- ii) 受保人書面證明未有承認任何責任及達成任何和解協 議;
- iii) 警方報告及向警方的陳述(如有);
- iv) 運動/比賽設施提供/籌組者之內部事件報告、彩色相 片及其他證明文件(如適用);及
- v) 即時向本公司提供所有相關文件,包括但不限於傳票、法庭文件、與律師或其他人之間或其他的法律書信、索償書信副本。

#### 適用於第四部分 「個人運動器材的損壞」之證明:

- i) 受保人或其代表向警方提出有關情況之報告;
- ii) 擁有權之證明·包括收據正本;
- iii) 該損毀物件之相片;及
- iv) 修理該損毀物件之報價單,單內必須註明引致損毀之 原因或維修商確認其損毀已經不可修復。
- 5. 本保單下所有應付的賠償將支付予保單持有人。如受保 人屬意外身故,所有有關賠償則會支付予受保人之合法 遺產代理人。
- 6. 如本公司未能在提出書面要求起計 60 天內收妥所需索 價資料·本公司將不會對有關索償承認責任·而該索償 在其後將視作放棄論。

