



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# Personal AccidentSafe Insurance 個人意外至尊寶

## 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。

## 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 formed between the Policyholder and the Company;
2. 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;
3. all statements made by or for the Insured Person in the Application, and in any questionnaire or amendment shall be treated as representations and not warranties; and
4. this Policy comes into force on the issue date as specified in the Policy Schedule on the condition that the Policyholder has paid the full amount of the annual premium and the Application has been approved by 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 a sudden and unforeseen event occurring entirely beyond the control of the Insured Person 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. **"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.
5. **"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.
6. **"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 in the geographical area of his practice to render Chinese medicine, 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.
7. **"Company", "our", "we" or "us"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
8. **"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 given treatment or service. The Eligible Expenses shall not in any event exceed the actual charges incurred.
9. **"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 mend properly and function normally. This condition will last for the remainder of the Insured Person's life.
10. **"Hong Kong"** shall mean Hong Kong Special Administrative Region of the People's Republic of China.
11. **"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) is under the 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.
12. **"Hospital Confinement"** 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.
13. **"Immediate Family Member"** shall mean spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.
14. **"Injury"** shall mean any bodily injury arising from an Accident, solely and independently of any other cause which necessitates medical and/or surgical treatment.
15. **"Insured Person"** shall mean any person who is insured under this Policy, and named as the "Insured Person" in the Policy Schedule or by way of subsequent endorsement to this Policy.
16. **"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
$$1/6 \text{ of } (a+b+c+d) \text{ is above } 80\text{dB}.$$
17. **"Loss of Limb"** shall mean permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
18. **"Loss of Sight"** shall mean complete, permanent and irrecoverable loss of sight.
19. **"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.

20. **"Loss of Thumb, Fingers or Toes"** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
21. **"Loss of Use"** shall mean total functional disablement.
22. **"Medical Condition"** shall mean, in respect to the Insured Person, the Injury and/or post-traumatic stress disorder covered by this Policy.
23. **"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:
  - a) require the medical expertise of a Qualified Medical Practitioner;
  - b) be consistent with the diagnosis and necessary for the treatment of the condition;
  - c) 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.
24. **"Period of Insurance"** shall mean the period of time specified as "Period of Insurance" in the Policy Schedule during which this Policy is effective.
25. **"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.
26. **"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 in the geographical area of his practice to render medical and surgical service as a practitioner of western medicine, 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.
27. **"Physiotherapist"** shall mean a medical practitioner 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 in the geographical area of his practice to render physiotherapy, 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.
28. **"Policy"** shall mean this "Personal AccidentSafe Insurance" policy underwritten and issued by the Company, which refers to the entire contract between the Policyholder and the Company including but not limited to this policy document, Application, proposal, declaration, Policy Schedule, Schedule of Benefits herein, and any endorsements attached thereto.
29. **"Policyholder"** shall mean the person who owns this Policy and is named as "Policyholder" in the Policy Schedule or by way of subsequent endorsement to this Policy.
30. **"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.
31. **"Pre-existing Condition"** shall mean any injury, sickness, disease or physical condition which (i) has existed before the commencement date of the Period of Insurance 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.
32. **"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.
33. **"Psychologist"** shall mean a practitioner of clinical psychology who (i) possesses the professional qualification to practise as a clinical psychologist in the geographical area of his practice, 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.
34. **"Public Conveyance"** shall mean all common public transport carriers which are mechanically propelled and licensed to carry passenger for hire by the relevant authorities but exclude a contractor, chartered or private carriers, aircraft other than multi-engine fixed-wing aeroplane, and any other carriers which are operated primarily for sight-seeing services and amusement of the passenger.
35. **"Qualified Medical Practitioner"** shall mean the Chinese Medical Practitioner, dentist, Physician, Physiotherapist, Psychologist or Surgeon.
36. **"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.
37. **"Sum Insured"** shall mean the amount of benefit specified as "Sum Insured" in the Schedule of Benefits, which is payable under the "Accidental Death & Permanent Disablement" benefit by the Company for respective Insured Person.
38. **"Table of Benefits"** shall mean the table of benefits in Section 1.A (*Accidental Death & Permanent*

*Disablement*) of this Policy, which sets out the percentage of Sum Insured payable for each listed insured event under the “Accidental Death & Permanent Disablement” benefit.

39. “**Temporary Total Disablement**” shall mean as a result of an Injury that entirely prevents the Insured Person from attending to his daily business of usual occupation.

## BENEFITS PROVISIONS

The Company shall provide to the Insured Person benefits as stipulated in Sections 1 to 5 below:

### SECTION 1 Personal Accident Benefit

#### A. Accidental Death & Permanent Disablement

- 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 “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**

Insured Events		Benefits Payable (Percentage of Sum Insured)
1.	Accidental Death	100%
2.	Permanent 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 or permanent total 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%

Insured Events		Benefits Payable (Percentage of Sum Insured)
	b) left hand	50%
2.13	Loss of or permanent total Loss of Use of four Fingers of	
	a) right hand	40%
	b) left hand	30%
2.14	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%
2.15	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%
(In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 2.12 to 2.15 shall be reversed.)		
2.16	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%
2.17	Fractured Leg or Patella with Established Non-union	10%
2.18	Shortening of leg by at least 5 cm	7.5%

- 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.
- Under all circumstances, the aggregate liability of the Company under Section 1.A (*Accidental Death & Permanent Disablement*) shall not exceed 100% of the Sum Insured for each Insured Person.
- For the purpose of Section 1.A (*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.

#### B. Extension of Personal Accident Benefit

Benefits under Section 1 (*Personal Accident Benefit*) are extended to cover insured events listed from 1 to 4 below. The amount payable has a separate maximum

limit as stated in the Schedule of Benefits, and shall not reduce the Sum Insured:

#### 1. Double Indemnity for Death

In addition to the Accidental Death benefit as stipulated in Section 1.A (*Accidental Death & Permanent Disablement*) above, the amount payable to the legal estate of such Insured Person who sustains Accidental Death under this "Double Indemnity for Death" benefit shall be an extra amount, which is equivalent to the payable amount as a result of Accidental Death under the "Accidental Death & Permanent Disablement" benefit, under any of the following circumstances:

- a) when the Accident causing the Accidental Death of the Insured Person occurs, such Insured Person is travelling as a fare paying passenger in or on a Public Conveyance; or
- b) the Insured Person is a victim in a fire, domestic explosion, lightning strike or landslide (except for working as a rescuer in normal duty of an occupation).

#### 2. Repatriation of Mortal Remains Expenses

In addition to the Accidental Death benefit as stipulated in Section 1.A (*Accidental Death & Permanent Disablement*) above, if the Insured Person dies overseas from an Accidental Death during the Period of Insurance, the Company shall reimburse the legal estate of the Insured Person for such reasonable and necessary expense incurred on repatriation of mortal remains back to Hong Kong, subject to the maximum limit of this "Repatriation of Mortal Remains Expenses" benefit as stated in the Schedule of Benefits.

#### 3. Burial and Funeral Expenses

In addition to the Accidental Death benefit as stipulated in Section 1.A (*Accidental Death & Permanent Disablement*) above, if the Insured Person dies from an Accidental Death during the Period of Insurance, the Company shall reimburse the legal estate of the Insured Person for such reasonable and necessary expense incurred on burial and funeral expense, subject to the maximum limit of this "Burial and Funeral Expenses" benefit as stated in the Schedule of Benefits.

#### 4. Major Burns

- a) If the Insured Person sustains an Injury during the Period of Insurance resulting in third degree burns, that is the destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal to or greater than 5% of the surface area of the Insured Person's head or 10% of the Insured Person's total body surface area, provided that the above diagnosis is certified by a Physician with medical report within 3 Calendar Months from the date of Accident, the Company shall pay the "Major Burns" benefit to the Policyholder, which is equivalent to the maximum limit as specified in the Schedule of Benefits.
- b) Under no circumstances shall this benefit be paid more than once during the Period of Insurance of an Insured Person.

## SECTION 2 Accidental Medical Expenses

### A. Accidental Medical Expenses

If the Insured Person sustains an Injury during the Period of Insurance and incurs Eligible Expenses for the Hospital Confinement, surgery, ambulance and paramedic services, diagnostic tests, consultation by Physicians 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.

### B. Extension of "Accidental Medical Expenses" Benefit

#### 1. Outpatient Physiotherapy, Acupuncture or Chinese Bone-setting

If the Insured Person sustains an Injury during the Period of Insurance 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, aggregate maximum limit of this extended benefit and the maximum limit of "Accidental Medical Expenses" benefit as stated in the Schedule of Benefits:

- a) outpatient physiotherapy recommended by a Physician and performed by a Physiotherapist;
- b) acupuncture performed by a Chinese Medicine Practitioner; or
- c) Chinese bone-setting treatment performed by a Chinese Medicine Practitioner.

#### 2. Trauma Counselling

- a) 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 "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 "Accidental Death & Permanent Disablement" benefit (except Accidental Death) as specified in the Schedule of Benefits.
- b) For the avoidance of doubt, the payable amount of this extended benefit shall not reduce the maximum limit of "Accidental Medical Expenses" benefit.

### Exclusions Applicable to Section 2

The Company shall not be liable for:

1. 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;
2. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and medical equipment, appliances and accessories;

3. 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;
4. any expenses related to a treatment or service undertaken without the recommendation or referral from a Physician if required; 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;
5. any expenses incurred for procurement or use of convalescence, custodial or rest cure or special nursing care;
6. any Chinese medicine treatment other than bone-setting and acupuncture treatment; or
7. any medical expenses incurred after 12 Calendar Months from the date of the Accident.

### SECTION 3 Daily Hospital Cash Allowance

If the Insured Person sustains an Injury during the Period of Insurance resulting in Hospital Confinement, the Company shall pay the daily cash allowance as stated in the Schedule of Benefits for each continuous period of 24 hours of such Hospital Confinement, subject to the maximum aggregate benefit period as stated in the Schedule of Benefits.

#### Exclusions Applicable to Section 3

The Company shall not be liable for any Hospital Confinement which commences after the expiry of the Period of Insurance.

### SECTION 4 Weekly Income Protection

1. Without limiting Clause 2 of this Section, if the Insured Person sustains Temporary Total Disablement during the Period of Insurance, the Company shall pay a weekly income subject to the amount payable for each week of Temporary Total Disablement and the maximum aggregate benefit period as specified in the Schedule of Benefits.
2. The maximum amount of each weekly income payable shall not exceed 90% of the Insured Person's average weekly earnings in the past 12 Calendar Months.
3. The amount of weekly income payable shall be calculated on a daily pro rata basis for a Temporary Total Disablement of less than 7 days within a week.
4. In the event that a Temporary Total Disablement is later certified by a Physician as Permanent Total Disablement in respect of the same Injury, any amount paid under this benefit shall be deducted from the payable amount for Permanent Total Disablement under the "Accidental Death and Permanent Disablement" benefit.

#### Exclusions Applicable to Section 4

The Company shall not be liable for:

1. the first 3 days of any Temporary Total Disablement; or
2. any benefit for an Insured Person who is not in a continuous contract of employment at the time of Injury.

### SECTION 5 24-Hour Worldwide Emergency Enquiry Service

If the Insured Person requires referral services for legal assistance, interpreter, obtaining replacement of lost travel document or travel ticket while he is outside of Hong Kong, the above referral services will be provided through a service provider appointed by the Company.

**Procedure:** The Insured Person or his representative(s) shall call the following hotline for referral services.

Tel : (852) 2862 0162

Fax : (852) 2263 7757

The party making such call will be required to provide the "Policy Number" as stated in the Policy Schedule, name and Hong Kong Identity Card or passport number of the Insured Person, the nature and the location of the event of emergency and his own contact details. After validation, the referral services will be provided.

#### Limitations to Liabilities

1. All service providers rendering services to the Insured Person under this Section 5 (*24-Hour Worldwide Emergency Enquiry Service*) are not employees, agents or servants of the Company. Accordingly, the service providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the service providers.
2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any service providers.
3. The Company shall not be held responsible for any failure to provide the "24-Hour Worldwide Emergency Enquiry Service" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. The use of the "24-Hour Worldwide Emergency Enquiry Service" is of the Insured Person's own accord. All costs incurred in using the "24-Hour Worldwide Emergency Enquiry Service" will be at the expenses of the Insured Person. In no event shall the Company be liable under this Section 5 (*24-Hour Worldwide Emergency Enquiry Service*) or in the course of the provision of the "24-Hour Worldwide Emergency Enquiry Service" for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.

#### 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 sustained whilst the Insured Person is engaging in any of the activities described herein below:
  - a) engaging in any sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
  - b) flying or other aerial activities other than flying in a multi-engine fixed-wing aeroplane operated by the licensed airline or charter operator as a fare paying 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 of ropes or guides, hang gliding and parachuting;
  - d) racing other than:
    - i) on foot;
    - ii) yacht racing within territorial waters of Hong Kong;
  - e) trekking at an altitude limit greater than 5,000 metres above sea level or diving to a sea-depth greater than 30 metres;
2. Injury arising from or contributed to by:
  - a) intentional self-inflicted injury, attempted suicide or suicide, while sane or insane;
  - b) 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;
  - c) pregnancy or childbirth;
  - d) intoxication;
  - e) 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;
  - f) nuclear fission, nuclear fusion or radioactive contamination, whether arising directly or indirectly;
  - g) service in any armed force of a country;
  - h) involvement in any criminal activities other than as a proved victim or a bystander;
  - i) any willful, malicious, unlawful or deliberate act of the Policyholder and/or Insured Person;
  - j) insanity; or
  - k) Pre-existing Condition.
3. Injury sustained before the commencement date of the Period of Insurance or after the expiry of the Period of Insurance.

## 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 vice-versa.
- 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.
- e) 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 16 and 65 inclusive is eligible to enrol as an Insured Person under this Policy. 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.
- b) No coverage shall be provided to (i) any person who is under the Age of 16 or over the Age of 70 ("Age Limit"); (ii) any married person who is between the Age of 16 and 17; or (iii) any unmarried person who is between the Age of 16 and 17 and not engaging in full-time occupation on the commencement date of the Period of Insurance, unless approved by the Company.
- c) 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 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.
- b) 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.

### 5. Change of Occupation

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 occupation of the Insured Person. 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

- 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, any material fact affecting this Policy or any renewal thereof, including any injury, 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. Territorial Scope of Cover

The benefits described in the Benefits Provisions of this Policy are applicable to the territory specified as "Geographical Area" in the Policy Schedule.

## 8. 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 of the Period of Insurance.

## 9. Renewal

Subject to the agreement of the Company, this Policy may be renewed for another year on the terms as the Company may determine upon payment by the Policyholder in advance of the premium payable for the benefits elected at the time of each renewal.

## 10. Change in Benefits

Subject to the approval of the Company, the Policyholder may request for change of benefits at the time of the renewal of this Policy.

## 11. Addition or Deletion of Insured Person

Subject to the approval of the Company, the Policyholder may request for addition or deletion of Insured Person at the time of the renewal of this Policy.

## 12. 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 the difference (if any) between the total premium paid and the premium to be charged calculated at the Company's short period rates (as

shown in the following table) for the Period of Insurance has been in force subject to the minimum premium per policy as specified in the Policy Schedule.

**Short Period Rate Table**

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

## 13. 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;
  - 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 8 (*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; 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 12 (*Cancellation*).

## 14. 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;
  - 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 8 (*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; 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 12 (*Cancellation*).

#### **15. Arbitration**

All differences arising out of this Policy shall be first determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609) of the laws of Hong Kong. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any other right of action or suit upon this Policy that an arbitration award shall be first obtained.

#### **16. 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.

#### **17. 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.

#### **18. Governing Law**

This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

#### **19. 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.

#### **20. 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.

#### **21. Legal Action**

No legal action shall be brought to recover on this Policy within first 60 days after all proof of claims as required by the Policy has been received by the Company.

#### **22. Sanction Clause**

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and 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 sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

### **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 (as the case may be) 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 submitted with comprehensive supporting information including, but not limited to, the following:
  - a) **For "Personal Accident Benefit" and its extended benefits or "Weekly Income Protection":**
    - i) Hospital and/or Physician's report(s) certifying the nature of the Injury, the extent and the period of disablement;
    - ii) police report (where applicable); and
    - iii) in the event of the death of the Insured Person, the death certificate and coroner's report; or
    - iv) in the event of disappearance, sinking or wrecking, the court order of presuming death; or
    - v) in the event of reimbursement of actual expense, the original receipts relevant to the claim.
  - b) **For "Accidental Medical Expenses" benefit and its extended benefits, "Daily Hospital Cash Allowance", or "Weekly Income Protection":**
    - i) original medical bill(s) and receipt(s) relevant to the claim;
    - ii) full medical report prepared by the attending Qualified Medical Practitioner and/or official documentation issued by the relevant Hospital or clinic stating:
      - diagnosis of the condition treated and nature of treatment;
      - date of the Injury;
      - particulars of the Hospital Confinement (if any) including the date, time, duration and place of such Hospital Confinement; and
    - iii) summary of the whole course of treatment received by the Insured Person including but not limited to the following:

- date of treatment;
  - nature and particulars of treatment; and
  - medicines and/or drugs prescribed.
- c) **For “Trauma Counselling” benefit:**
- i) all the supporting documentation listed in b) above; and
  - ii) medical report/certificate issued by a Physician certifying that the Insured Person is suffered from post-trauma stress disorder.
- d) **For “Weekly Income Protection”:**
- i) all the supporting documentation listed in b) above;
  - ii) income proof; such as bank statement, pay slip, tax return;
  - iii) medical report/certificate issued by a Physician certifying the leave period of disablement; and
  - iv) original official documentation from the employer stating the duration of the relevant leave of disablement.
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.

~ END OF THIS POLICY ~

## 保險條款

### 保單持有人與本公司均同意：

1. 本保單及本保單的任何批註須一併閱讀，並構成一份保單持有人與本公司之間的合約；
2. 已填妥並交回本公司的投保申請文件、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；
3. 受保人或代表受保人於投保申請文件及問卷或修訂內所作出之任何陳述，皆被視為一種申述，而非一項保證；及
4. 在保單持有人已繳交全年保費的全數及投保申請文件已被本公司核准的情況下，本保單於保單資料頁內所列之保單簽發日起生效。

### 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」指因暴力、外在及可見因素引致並且完全非受保人所能預料及控制的突發事故。
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. 「年齡」指受保人於受保期起始日時的上一次生日之年齡。
4. 「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。
5. 「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。
6. 「中醫師」指任何 (i) 根據《香港法例》之《中醫藥條例》(第 549 章) 於香港中醫藥管理委員會合法註冊或在香港以外地區擁有同等資格，及 (ii) 在其執業當地獲合法授權提供中醫治療的中醫師，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。
7. 「本公司」指藍十字 (亞太) 保險有限公司。
8. 「符合索償資格的費用」指為治療某醫療狀況所需，由醫生建議並為必需醫療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。
9. 「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。
10. 「香港」指中華人民共和國香港特別行政區。
11. 「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。

12. 「住院」指按醫生建議需以住院病人身分留院最少連續 24 小時以接受為必需醫療的治療。
13. 「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。
14. 「受傷」指完全因意外，而非涉及任何其他原因所引致的身體受傷，並需要接受醫學及 / 或手術治療。
15. 「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。
16. 「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。
17. 「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。
18. 「喪失視力」指視力完全及永久地喪失並無法復原。
19. 「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。
20. 「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。
21. 「喪失功能」指完全喪失有關功能。
22. 「醫療狀況」指本保單受保範圍內的受傷及 / 或罹患創傷後壓力症。
23. 「必需醫療」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需；
  - 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) 在該情況下以最具有成本效益的方式和設備提供。
24. 「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。
25. 「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。
26. 「醫生」或「外科醫生」指任何 (i) 根據《香港法例》之《醫生註冊條例》(第 161 章) 於香港醫務委員會合法註冊或在香港以外地區擁有同等資格，及 (ii) 在其執業當地獲合法授權從事西方醫學的內科 / 外科診療的西醫。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。
27. 「物理治療師」指任何 (i) 根據《香港法例》之《輔助醫療業條例》(第 359 章) 於輔助醫療業管理局合法註冊或在香港以外地區擁有同等資格，及 (ii) 在其執業當地獲合法授權提供物理治療服務的物理治療師。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。

28. 「**保單**」指本公司承保及簽發的「個人意外至尊寶」保單，並作為保單持有人與本公司之間的整份保單合約，包括但不限於本保單文件、投保申請文件、投保書、聲明、保單資料頁、保障項目表及任何批註。
29. 「**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。
30. 「**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。
31. 「**已存在的病症**」指受保人於受保期起始日前已存在的受傷、疾病或身體狀況，而有關受保人當時已知悉或應合理地已知悉出現的病徵或徵兆。
32. 「**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。
33. 「**心理學家**」指任何 ( i ) 在其執業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。
34. 「**公共交通工具**」指所有利用機械推動並持相關機構發出合法牌照接載乘客的公共交通工具，但並不包括承包或私營的運輸工具、不屬於多引擎定翼飛機的飛行器及主要為乘客提供觀光或遊覽服務以及消遣活動的運輸工具。
35. 「**合資格醫療人士**」指中醫師、牙醫、醫生、物理治療師、心理學家及外科醫生。
36. 「**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。
37. 「**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「意外身故及永久傷殘」保障的賠償額。
38. 「**保障百分比表**」指列於第一部分 A 項（意外身故及永久傷殘）的保障百分比表，並載有根據「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。
39. 「**暫時性完全傷殘**」指受保人因受傷而完全無法進行有關其慣常職務之日常工作。

## 保障條文

本公司將根據以下第一至五部分提供保障予受保人：

### 第一部分 人身意外保障

#### A. 意外身故及永久傷殘

1. 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「意外身故及永久傷殘」保障。

#### 保障百分比表

受保事項		須付保障 (保障額之百分比)
1.	意外身故	100%
2.	永久傷殘 2.1 至 2.18	
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	
	a) 右手	40%
	b) 左手	30%
2.14	喪失一隻拇指或永久完全喪失其功能	
	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%
2.15	喪失手指或永久完全喪失其功能	
	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%
(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比率將對調。)		
2.16	喪失腳趾或永久完全喪失其功能	
	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%
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%

2. 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。
3. 在所有情況下，本公司就第一部分 A 項（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%。
4. 就第一部分 A 項（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。

## B. 人身意外保障之伸延保障

第一部分（*人身意外保障*）所提供的保障伸延至下列第 1 至 4 項受保事項。保障項目表內列出每項伸延保障的個別最高賠償額，並不會對保障額作出扣減：

### 1. 雙倍身故賠償

若受保人因下列任何一種情況導致意外身故，本公司除支付第一部分 A 項（*意外身故及永久傷殘*）的意外身故賠償外，亦將額外支付一筆金額相等於該意外身故賠償額之「雙倍身故賠償」保障予受保人的合法遺產代理人：

- 當導致意外身故的意外發生時，受保人正在以付費乘客身分乘坐任何公共交通工具；或
- 受保人因遭遇火災、家居爆炸、雷擊或山泥傾瀉而成為其中之受害者（正在執行正常職務的救援者除外）。

### 2. 遺體運返費用

若受保人在受保期內於海外意外身故，本公司除支付第一部分 A 項（*意外身故及永久傷殘*）的意外身故賠償外，亦會賠償將受保人的遺體運返香港之合理及必需的實際費用予受保人的合法遺產代理人。惟支付之賠償不可超過保障項目表內所列之「遺體運返費用」保障的最高賠償額。

### 3. 殮葬費用

若受保人在受保期內意外身故，本公司除支付第一部分 A 項（*意外身故及永久傷殘*）的意外身故賠償外，亦將賠償合理及必需的實際殮葬費用予受保人的合法遺產代理人。惟支付之賠償不可超過保障項目表內所列之「殮葬費用」保障的最高賠償額。

### 4. 嚴重燒傷

- 若受保人在受保期內遭受三級程度燒傷（深入至皮下組織的損傷），且燒傷部分達其頭部表面面積的 5% 或以上或其身體總表面面積的 10% 或以上，本公司將根據保障項目表內所列之最高賠償額支付「嚴重燒傷」保障予保單持有人。惟燒傷的評估須由醫生在有關意外發生後 3 個曆月內提供的醫療報告及詳細診斷資料以作證明。
- 在任何情況下，本公司於受保期內就此保障所作出的賠償不會多於 1 次。

## 第二部分 意外醫療費用

### A. 意外醫療費用

若受保人在受保期內因受傷導致的住院、手術、救護車及輔助醫療服務、診斷測試、向醫生求診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。

### B. 意外醫療費用保障之伸延保障

#### 1. 門診物理治療、針灸治療或跌打治療

若受保人於受保期內受傷，並因接受下列治療或服務而引致必需醫療的費用，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、本伸延保障之最高賠償總額及「意外醫療費用」保障之最高賠償額為限：

- 經醫生建議並由物理治療師提供之門診物理治療；
- 中醫師提供之針灸治療；或
- 中醫師提供之跌打治療。

### 2. 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「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必需醫療開支。惟支付之賠償不可超過保障項目表內所列就每次應付的「意外身故及永久傷殘」保障（不適用於意外身故）之個別最高賠償額。
- 為免存疑，「意外醫療費用」保障的最高賠償額並不會就此伸延保障所支付的賠償而被扣減。

## 適用於第二部分的不保事項

本公司將不會負責支付：

- 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；
- 與整容手術、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；
- 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；
- 非由醫生建議或轉介的治療或服務（如屬必需）、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；
- 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；
- 跌打治療及針灸治療以外的中醫治療；或
- 於意外發生當日起計 12 個曆月後的醫療費用。

## 第三部分 每天住院現金津貼

若受保人在受保期內受傷而導致住院，本公司將按每連續 24 小時的住院期間支付保障項目表內所列的每天現金津貼，惟須受限於保障項目表內所列的合共最長保障期。

## 適用於第三部分的不保事項

本公司將不會負責支付任何於受保期屆滿後開始的住院之現金津貼。

## 第四部分 每週入息保障

- 在不受本部分第 2 項的限制下，若受保人在受保期內暫時性完全傷殘，本公司將按每週屬暫時性完全傷殘支付保障項目表內所列的每週入息，並須受限於保障項目表內所列的合共最長保障期。
- 每週所支付的每週入息金額以受保人於過去 12 個曆月之每週平均收入的 90% 為限。

3. 若受保人於一週內少於 7 天屬於暫時性完全傷殘，所支付的每週息將會按每天比例計算。
4. 若就該宗意外而導致的暫時性完全傷殘在稍後被醫生核證為永久完全傷殘，本保單應支付的「意外身故及永久傷殘」保障須就本部分已支付的有關每週息賠償額作出相應扣減。

#### 適用於第四部分的不保事項

本公司將不會負責支付：

1. 首 3 天暫時性完全傷殘的賠償；或
2. 當受保人受傷時並沒有擁有一份連續的僱傭合約。

#### 第五部分 24 小時全球緊急諮詢服務

若受保人身處海外時需要有關於法律援助、傳譯及補領遺失旅遊證件或交通票據的轉介服務，本公司指派的服務供應商將提供上述服務予受保人。

**手續：** 受保人或其代表可致電以下熱線，以獲取相關轉介服務。

電話：(852) 2862 0162 傳真：(852) 2263 7757

致電者需提供於保單資料頁內所列的保單號碼、受保人姓名及其香港身份證號碼或護照號碼、緊急事故性質及其發生的地點以及致電者之聯絡資料。資料一經確認後，本公司將透過指派的服務供應商提供相關轉介服務。

#### 責任限制

1. 所有就第五部分（24 小時全球緊急諮詢服務）提供服務予受保人的服務供應商並非本公司的僱員、代理或員工，故其須以獨立身分承擔個別行為責任，而受保人並沒有就任何有關服務供應商所提供的服務對本公司擁有追索權。
2. 本公司無須就上述服務供應商所提供的意見、服務或其行為、疏忽而導致的損失承擔責任。
3. 本公司無須就任何因天災或控制範圍以外的情況，包括但不限於任何行政、政治或政府阻撓、罷工、工業行動、暴動、內亂，或任何類型的政局不安（包括但不限於戰爭、恐怖主義、起義）、惡劣天氣或航班遭當地法律或監管機構禁止或延遲航行導致未能或延遲提供 24 小時全球緊急諮詢服務而承擔責任。
4. 受保人使用 24 小時全球緊急諮詢服務乃屬自願。受保人必須承擔所有因使用 24 小時全球緊急諮詢服務而招致的費用。在任何情況下，本公司無須就本第五部分（24 小時全球緊急諮詢服務）或因提供 24 小時全球緊急諮詢服務而引致的任何直接、間接或衍生的損失、損害、成本、收費、費用或支出承擔責任。

#### 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：
  - a) 受保人以專業身分參與任何體育運動，或可因參與該體育運動而賺取收入或酬勞的運動；

- b) 飛行或其他航空活動，惟以付費乘客身分乘搭由持牌航空公司或包機營運商經營之多引擎定翼飛機而不屬下列情況則除外：
  - i) 身為航空公司的工作人員或機組人員；
  - ii) 為了在飛機上進行任何商業活動或技術運作；
- c) 需要使用繩索或牽引索的攀爬或登山活動、駕駛懸掛式滑翔機及跳傘；
- d) 競賽（以下競賽則除外）：
  - i) 利用足部進行的競賽；
  - ii) 在香港領海範圍內進行帆船競賽；
- e) 在海拔 5,000 米以上進行高山遠足或在 30 米水深以下潛水；

#### 2. 因下列情況造成受傷：

- 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) 懷孕或分娩；
- d) 中毒；
- e) 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；
- f) 核裂變、核聚變或輻射污染（不論是否直接或間接所引致）；
- g) 任職於國家的武裝部隊；
- h) 參與任何犯罪活動，惟獲證實為受害者或旁觀者則除外；
- i) 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；
- j) 精神錯亂；或
- k) 任何已存在的病症。

#### 3. 於受保期起始日前或受保期屆滿後受傷。

#### 一般條件

##### 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 16 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。本公司將保留一切酌情權批准 65 歲以上的受保人續保本保單。
- b) 除本公司特別批准外，否則任何（i）年齡在 16 歲以下或在 70 歲以上（「年齡限制」）的人士；（ii）於受保期起始日時年齡介乎 16 至 17 歲的已婚人士；或（iii）於受

保期起始日時年齡介乎 16 至 17 歲而並非全時間在職之人士將不獲承保。

- 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. 通知

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。
- b) 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。

### 5. 職業改變

保單持有人在受保期內及每次申請續保時，必須就受保人的職業改變即時通知本公司。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

- 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，必須就地址或職業更改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. 承保區域範圍

除非另有所指，本保單的保障條文內所提述的所有保障適用於保單資料頁內所列的地區。

### 8. 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受保期起始日起視為無效。

### 9. 續保

在本公司同意的大前提下，保單持有人可預先繳付保費並同意接受本公司就續保施加的條款，以續保 1 年，每次續保時應繳付之保費均由本公司按保單持有人於每次續保時所選的保障利益而釐定。

### 10. 保障的變動

在獲得本公司批准下，保單持有人可於提交續保申請時要求更改本保單的保障。

### 11. 新增或刪除受保人

在獲得本公司批准下，保單持有人可於提交續保申請時要求新增或刪除受保人。

### 12. 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已付保費與按本公司之短期保費率（如下表所示）所計算的應收保費兩者的差額（如有）。惟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。

短期保費率表

已到期的受保期		應收保費	
不超過	1個月	全年保費的	20%
	2個月		30%
	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		全年保費的全額	

### 13. 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；
- 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；或
- v) 該受保人身故時之日期。
- b) 除非於一般條件中第 12 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。

### 14. 保單終止

- a) 本保單將在下列其中一個日期自動終止，以最早者為準：
- 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；
- 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；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 12 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。

## 15. 仲裁

由本保單引致的所有糾紛，均須首先根據《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，則該選擇權將提交予香港國際仲裁中心當時的主席。本條款明確規定就本保單作出任何其他訴訟或起訴權利的先決條件，為首先須尋求仲裁裁決。

## 16. 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。

## 17. 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。

## 18. 規管法律

本保單必須於香港簽發，並受香港法律規管並按其詮釋，且服從香港法院的專有司法管轄權。

## 19. 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。

## 20. 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。

## 21. 法律訴訟

不得在本公司收取所有本保單所需的索償證明後的 60 天內就本保單向本公司提出任何法律訴訟。

## 22. 制裁條款

儘管本保單有任何相反規定，茲經雙方同意，若本公司承保本保單，或就此作出任何賠償或提供任何保障將使本公司蒙受任何屬聯合國決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制，則本公司不得被視為承保本保單，且本公司亦無須就有關索償作出任何賠償或提供任何保障。

## 索償條件

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詳情（按情況而定）的書面通知，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。
2. 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. 所有索償必須連同詳細的證明文件一併提交，包括但不限於以下各項：

a) 如屬「**人身意外保障**」及其伸延保障、或「**每週入息保障**」：

- i) 醫院及 / 或醫生報告，以證明受傷的性質、程度及傷殘時段；
- ii) 警方報告（如適用）；及
- iii) 如受保人身故，死亡證及驗屍報告；或
- iv) 如屬失蹤、沉沒或墜毀，法院頒令推定受保人身故的證明；或
- v) 如屬支付實際費用的賠償，與索償有關的收據正本。

b) 如屬「**意外醫療費用**」保障及其伸延保障、「**每天住院現金津貼**」、或「**每週入息保障**」：

- i) 與索償有關的醫療賬單及收據正本；
- ii) 由主診的合資格醫療人士所撰寫的詳細醫療報告及 / 或由相關醫院或診所簽發之正式文件，並須列明：
  - 診斷及療法性質；
  - 受傷日期；
  - 住院詳情（如有），包括該住院日期、時間、持續期及地點；及
- iii) 受保人所接受整個治療過程的撮要，包括但不限於以下所述：
  - 治療日期；
  - 療法性質及詳情；及
  - 經醫生使用處方的藥物及 / 或藥品。

c) 如屬「**創傷輔導**」保障：

- i) 上文 b) 項所列的所有證明文件；及
- ii) 醫生發出的醫療報告 / 證書，以證明受保人患上創傷後壓力症。

d) 如屬「**每週入息保障**」：

- i) 上文 b) 項所列的所有證明文件；
- ii) 入息證明；如銀行帳單、工資單或稅單；
- iii) 醫生發出的醫療報告 / 證書，以證明因傷殘而需休假的期間；及
- iv) 受保人之僱主所發的正式文件，當中須列明有關之休假期。

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 天內收妥所需索償資料，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。

7. 倘本公司有權拒絕履行本保單的賠償責任，保單持有人或受保人之合法遺產代理人必須應要求向本公司全數退還任何根據本保單已支付的賠償金額。

~ 保單完 ~





**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

## **ENDORSEMENT**

This endorsement shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

Notwithstanding anything to the contrary in the Policy, this endorsement is applicable to policies or certificates of insurance issued on or after 19 October 2020.

It is hereby declared and agreed that with effect from the "Effective date" stated above, the following condition shall be inserted under the General Conditions of the terms and conditions of the Policy:-

### **Sanctions Limitation and Exclusion Clause**

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and 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 (i) would expose the Company to any sanction, prohibition or restriction, or (ii) would cause the Company to the exposure to the risk of being sanctioned, prohibited or restricted, 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.

## **批註**

此批註附加於保單並構成保單的一部分，除本批註所補充或修正的條款之外，本保單的所有其他條款，條件和不保事項將維持不變。倘任何保單的任何條文與本批註內的任何條款相抵觸，概以本批註之條款為準。

儘管本保單另有規定，此批註適用於 2020 年 10 月 19 日或之後繕發的保單或保險證明書。

本批註特此聲明及同意，由上述「生效日期」起，在本保單之條款及細則的一般條件中加入以下條件：

### **制裁限制及不保條款**

儘管本保單有任何相反規定，藉此注意及同意，若本公司就本保單提供的保險，或就此支付的任何賠償或提供的任何保障將使本公司根據聯合國決議或歐盟、英國、美國或適用於本公司的任何司法管轄區的貿易或經濟制裁、法律或法規項下 (i) 面臨任何制裁、禁制或限制，或(ii)導致本公司承受任何制裁、禁制或限制的風險，則本公司不得被視為就本保單提供保險，且本公司亦無須就有關索償支付任何賠償或就本保單提供任何保障。

PAA10.20