## HONG LEONG SMART SAVE ACCIDENT INSURANCE

This Policy, the Certificate of Insurance and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

#### Whereas:

- 1. The Insured by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
- 2. Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Insured Persons for those risks insured against to the extent and in the manner stated in this Policy and the Certificate of Insurance and subject to payment of the relevant premium.

#### Part 1 - Definitions

- 'Accident / Accidental' means a sudden and unforeseen event that solely and independently results in Bodily Injury, disablement or death and which is not caused by an illness or medical condition suffered by the Insured Person.
- 2. 'Adult' means a person aged 18 to 70 (at last birthday).
- 'Benefit Limit' means the Maximum Benefit Payable as stated in the Coverage Outline of the Certificate of Insurance.
- "Bodily Injury" means physical bodily injury caused by accidental, violent, external and visible means. It does not include any sickness or naturally occurring medical condition or degenerative process.
- 'Certificate of Insurance' means the Certificate of Insurance which is attached to and forms part of this Policy.
- 'Child(ren)' means any legally dependent unmarried child, including step child and legally adopted child of the Insured, who is aged (at last birthday) 6 months to 17, or 23 for those registered as full time students at an Educational Institution.
- 7. 'Common Carrier' means any commercial land, water or air conveyance operating under a valid license for the transportation of fare-paying passengers which operates fixed, established and regular schedules and routes as well as includes licensed taxis and e-hailing service vehicles that are four-wheel motor vehicles with a minimum of 4 seats and maximum of 9 seats.
- 'Educational Institution' means any school, vocational institute, polytechnic, college, university or institute of higher learning which is operated by the government or licensed to provide educational services by trained or qualified teachers.
- by trained or qualified teachers.

  9. **'Effective Date'** means the date so specified in the Certificate of Insurance for the commencement and effective of this Policy.
- 'Eligible Family Members' means spouse and/or Children.
- 11. 'Fractured Leg or Patella with Established Non-union' means a complete break into 2 or more pieces of the patella or leg bone and the broken leg does not mend properly and function normally. This condition will last for the remainder of life of the Insured Person
- 'Hong Kong' means the Hong Kong Special Administrative Region of the People's Republic of China.
- 13. 'Hospital' means an institution lawfully operated for the care and treatments of injured or sick persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing services by legally qualified registered nurses and medical supervision under Qualified Medical Practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatments of alcoholics or drug addicts.
- 14. 'Hospital Confinement' means the status of staying in a Hospital as an in-patient for medical treatment upon the recommendation of a Qualified Medical Practitioner for a minimum continuous period of 24 hours prior to discharge.
- 'Immediate Family Member' means the Insured Person's spouse, parent, parent-in-law, grandparent, grandparent-in-law, son or daughter, brother or sister, grandchildren or fiancé(e).
- 16. 'Insured' means the one in whose name this Policy is issued and who is named in the Certificate of Insurance.
- 'Insured Person' means eligible persons for insurance cover who are named in the Certificate of Insurance.
- 'Loss of Hearing' means irreversible loss of hearing (involving the loss of at least 80 decibels in all frequencies of hearing).
- 'Loss of Limb' means permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 'Loss of Sight' means the entire and irrecoverable loss of sights.
- 21. 'Loss of Speech' means the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

- 'Loss of Thumb, Finger or Toe' means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints of the thumb, finger or toe.
- 23. 'Loss of Use' means total functional disablement.
- 24. 'Major Burns' means the Insured Person suffers third degree burns (destruction of the skin to its full depth and damage to the tissues beneath) with burnt areas equal to or greater than 10% of the Insured Person's total body surface area or 2% of the Insured Person's surface area of the head. Provided that the assessment of the burns is certified by a Qualified Medical Practitioner with medical reports and full diagnosis.
- 25. 'Medical Expenses' means the charges for diagnostic test or procedure, medical treatment, surgical operation, nursing care, medical supplies, dental treatment, medicine, physiotherapy, chiropractic, Chinese herbalist, bone-setting, acupuncture or ambulance services received in a Hospital or rendered or recommended or prescribed by a Qualified Medical Practitioner.
- 26. 'Period of Insurance' means the period from the Effective Date stated in the Certificate of Insurance and subsequently for any calendar month or year for which the Company has accepted a premium.
- 27. 'Permanent' means lasting 12 calendar months from the date of Accident and at the expiry of that period being beyond hope of improvement.
- 28. 'Permanent Total Disablement' means that after 12 calendar months of continuous total disability, which has resulted from Accidental Bodily Injury, an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of their life.
- 'Policy Year' means a consecutive period of 12 calendar months from the Effective Date and each subsequent 12 consecutive months period.
- Effective Date and each subsequent 12 consecutive months period.
  30. 'Pre-existing Condition' means a condition for which medical advice or treatment was recommended by a Qualified Medical Practitioner, or conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs preceding the Effective Date of this Policy.
- of this Policy.

  31. 'Private Car' means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
- 32. 'Qualified Medical Practitioner' means a person other than the Insured Person or his/her Immediate Family Member, legally authorized under the laws of the country/region of his/her practice to render medical or surgical service.

### Part 2 - Coverage

### Section 1

### Personal Accident

In the event of Accidental Bodily Injury being sustained by the Insured Person during the Period of Insurance which shall result in death or disablement, the following benefit will be paid:

Covered Event		<u>Percentage</u>
		of Benefit Limit
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all limbs	100%
4.	Permanent total Loss of Sight of both eyes	100%
5.	Loss of or the Permanent total Loss of Use of two Limbs	100%
6.	Permanent total Loss of Speech and Hearing	100%
7.	Major Burns	100%
8.	Permanent total Loss of Sight of one eye	50%
9.	Loss of or the Permanent total Loss of Use of one Limb	50%
10.	Permanent total Loss of Hearing in	
	(a) both ears	75%
	(b) one ear	15%
11.	Permanent total Loss of Speech	50%
12.	Permanent total loss of the lens of one eye	50%
13.	Loss of or the Permanent total Loss of Use of Thumb an four Fingers of one hand	d 50%

14.	Loss of or the Permanent total Loss of Use of four Fingers of one hand	30%
15.	Loss of or the Permanent total Loss of Use of one Thumb	
	(a) both Joints	20%
	(b) one Joint	10%
16.	Loss of or the Permanent total Loss of Use of a Finger	
	(a) three Joints	7.5%
	(b) two Joints	5%
	(c) one Joint	2%
17.	Loss of or the Permanent total Loss of Use of Toes	
	(a) all-one foot	15%
	(b) great-both Joints	5%
	(c) great-Joint	3%
18.	Fractured Leg or Patella with Established Non-union	10%
19.	Shortening of leg by at least 5 cm	7.5%

20. Permanent disablement not otherwise provided for under Covered Events 8-19 inclusive. Such percentage of the Benefit Limit as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with the compensation provided under Covered Events 8-19 inclusive.

### **Provisions to Section 1**

- The Company shall pay 200% of the Benefit Limit, in respect of any sums payable for Events 1-7 under Section 1 of Part 2 for losses due to Accidental Bodily Injury sustained while riding as a fare-paying passenger in any Common Carrier or travelling in any Private Car or whilst playing or practicing golf for leisure on any recognised golf course or driving range. Except as provided in Provision 1 above, the aggregate compensation in
- respect of each Insured Person shall not exceed 100% of the Benefit Limit.
- If the insurance applies to the Insured and his or her Eligible Family Members, Insured and spouse will each receive the same level of benefits and each Child shall be entitled to 25% of the Benefit Limit.
- If at the time of Accident, an Insured Person has already had amputation or Loss of Use of a hand, arm, foot, leg, lost the sight of one or both eyes, hearing in one or both ears or speech, such loss shall not be included in assessing any benefit payable under this Policy.
- If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Common Carrier in which such Insured Person was a fare-paying passenger, the Insured Person shall be presumed to have suffered death as a result of Accidental Bodily Injury on the date of the aforesaid occurrence, subject to the Definitions and all other Terms and
- Conditions of this Policy.

  No benefit will be payable unless death or disablement occurs within twelve months of the date of Accidental Bodily Injury.

### Section 2

### **Accidental Medical Expenses**

To reimburse the Insured Person for Medical Expenses in consequence of Accidental Bodily Injury up to the Sub-limit and Benefit Limit per day / per Accident & per Policy Year that reasonably and necessarily incurred during the Period of Insurance as a direct result thereof.

### **Provisions to Section 2**

No benefit will be paid for:

- Cosmetic or plastic surgery other than necessitated to correct a condition resulting solely from Accidental Bodily Injury occurring during the Period
- The additional cost of single or private room accommodation at a Hospital.
- Dental care other than necessitated by Accidental Bodily Injury to sound natural teeth but claims for crowns, bridges, dentures, or implants are excluded
- Any elective treatment, aromatherapy, tonic medication, services provided by a health spa or massage parlour.
- The cost of prosthetic devices or visual or hearing aids.

### Section 3

### **Hospital Cash Benefit**

Payable for each day of Hospital Confinement, up to the Benefit Limit, if an Insured Person is admitted to a Hospital due to Accidental Bodily Injury sustained during the Period of Insurance.

- Benefit will be paid for Hospital Confinement only when an Insured Person is under regular care and attendance of a Qualified Medical Practitioner.
- The Company shall pay 200% of the Hospital Cash Benefit for each day if the Insured Person is being confined in the intensive care unit of the Hospital.
- The Hospital Cash Benefit shall be paid from the first day of Hospital Confinement for a period not exceeding 120 days for all such confinements consequent upon any one Accidental Bodily Injury.
- Hospital Confinement resulting from the same Accidental Bodily Injury and not separated by a period of at least 12 calendar months shall be considered a continuation of the prior Hospital Confinement for the purpose of determining the Benefit Limit under this Policy.

No Benefit will be paid in case of Hospital Confinement for a routine physical or any other examination where there are no objective indications or impairments in normal health.

#### Section 4

### **Credit Card Protection**

In the event of death of an Insured Person caused by Accidental Bodily Injury during the Period of Insurance, the Company will pay up to the Benefit Limit for any outstanding balance under the Insured Person's credit card(s) for items and services charged to such card(s) during the Period of Insurance; provided that this benefit is not applicable to Child(ren).

### **Provisions to Section 4**

- The Benefit Limit is the aggregate amount applicable to the Insured and his/her spouse.
- Benefit is payable only if the Insured or his/her spouse is the principal
- No interests accrued or financial charges or charges/fees of similar shall be recoverable
- Benefits shall not be paid if the Insured Person is entitled to this cover under any other insurance policy.

#### Section 5

### Repatriation of Remains

When an Accidental death occurred outside Hong Kong and during the Period of Insurance, the Company will pay the reasonable charges, up to the Benefit Limit, for the transportation of the body or the ashes back to Hong Kong.

#### **Funeral Expenses**

When an Accidental death occurred during the Period of Insurance, the Company will pay the reasonable charges, up to the Benefit Limit, for the burial or cremation and funeral expenses in the locality where death occurs or in Hona Kona.

### Part 3 - General Exclusions (Applicable to all Sections)

- No benefit will be payable (unless otherwise specified in this Policy) for
  - claims directly or indirectly occasioned by:
    (a) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  - Pre-existing Condition.
  - Any kind of sport being engaged in professional capacity or where the Insured Person would or could earn any remuneration from engaging in such kind of sport, racing other than on foot, deep water diving (30m or deeper), motor rallies and competitions, aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognized airline.
  - Suicide (whether sane or insane), willfully self-inflicted injury, childbirth, pregnancy, mental disorder or illness, alcoholism or the use of drugs (other than taken under a prescription by a Qualified Medical Practitioner), volunteered exposure to needless peril (except in an attempt to save human life), illegal acts of an Insured Person. Nuclear fission, nuclear weapons or radioactive contamination.

  - The Insured Person's direct participation in terrorist acts.

### Sanctions Exclusion

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions laws or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation

### Part 4 - Occupational Exclusion

For an Insured Person working in or doing any of the types of work or occupation listed below (whether on a temporary or permanent basis), no benefit shall be payable for any claim under this Policy which results from or is caused directly or indirectly by an Accident to the Insured Person whilst carrying out such work or occupation:

- Air or ship crew
- Artiste
- Bodyguard Carpenter
- Chemical or petrochemical worker
- Chimney builder & worker
- Construction worker or worker on a construction site
- Disciplinary services (clerical staff excepted)
  Diving or working with compressed air
- Drainage or sewage worker

- 11. Driver of goods vehicle, special purpose vehicle, taxi, bus, motor cycle or Mainland China going
- Gambling establishments (Hong Kong Jockey Club counter and clerical staff excepted)
- Gondola worker
- Jockey 15.
- Massage, parlour or sauna bath 16.
- Metal working or welding 17.
- 18.
- Mining or quarrying
  Night club, disco, karaoke club or bar staff 19.
- Outdoor jewellery salesman 20.
- Professional sportsman
- 22 Reporter working in war zones or regions of conflict
- Scaffolding, renovation or decoration worker Security armed guard 23
- 24.
- 25. Stevedore, worker on dock, quay, wharf or shipyard
- Stunt person
- 27 Tunnel worker
- 28.
- Underwater or underground work
  Engaging in duty with fire services or any armed force of any country or 29. international authority
- Engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport
- Installing or maintaining lifts, escalators; gas, water or electrical appliances
- Manufacturing, producing, transporting or working with ammunitions, explosives, fireworks or corrosive substance
- Operating or maintaining machinery (portable home and office tools and 33. appliances excepted)
- Working at height of 10 feet or higher from ground or floor level
- Working with asbestos or marble

#### Part 5 - Premium

- The consideration for this Policy is the payment of premium when due.
- Premium as stated in the Certificate of Insurance shall be payable monthly starting from the First Premium Due Date mentioned on the Certificate of Insurance, by direct debit to the Insured's nominated account.

### Part 6 - Renewal Agreement

- Payment of premium when due will continue this Policy in force until the next premium due date.
- This Policy will be renewed upon each premium due date unless written notice of termination has been received by the Company.

### Part 7 - Additions

- The Insured may include any Eligible Family Members by submitting a written application to the Company, specifying the name, sex, identity card number and date of birth of the person to be insured. Insurance coverage of such Eligible Family Member(s) shall commence
- on the next date when the aforementioned application is approved; a relevant Endorsement shall be issued by the Company.
- The relevant premium required for such Eligible Family Member(s) will be charged to the Insured's nominated account.

### Part 8 - Termination

- If the Insured gives notice in writing to the Company to terminate this Policy, or to terminate cover with respect to any Eligible Family Members, such termination shall become effective on the first day of the month after notice is received by the Company.
- If the Company gives notice of termination by registered letter to the Insured at his or her last known address, such termination shall become effective from the first day of the month following the date of such notice issued, provided such notice period will not be less than 7 days.
- This Policy shall terminate upon the death of the Insured. Any Eligible Family Members shall cease to be an Insured Person forthwith upon his or her own death.
- This Policy and the insurance shall terminate forthwith upon the renewal
- date next following the Insured attaining age 71 years.
  Insurance in respect of the Insured's spouse shall terminate forthwith upon the renewal date next following his or her attainment of age 71 years.
  Insurance in respect of an insured dependent child shall terminate forthwith upon the renewal date next following his or her attainment of age 18 years, or 24 years if he or she is a full time student at an Educational Institution or the renewal date next following his or her marriage or otherwise ceasing to be a dependent of the Insured, whichever is earliest. In the event the first premium charged to the Insured's nominated account
- is not paid, this Policy shall be deemed to have been void from the Effective Date of the Policy.
- Provided one or more premiums charged to the Insured's nominated account have been paid, non-payment of any subsequent premiums shall

- terminate the Policy and the insurance as from the first day of the month in which such premium became payable.
- In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of Eligible Family Members, the relevant proportion shall be refunded to the Insured's nominated account. If premium has not been paid for any period up to the date of termination, the Insured shall be liable to the Company for the payment of such premium.

### Part 9 - General Conditions (Applicable to all Sections)

### **Terms and Conditions**

- (a) Payment of any benefit under this Policy is subject to the Definitions and all other terms and conditions pertinent to the benefit.
- The Company reserves the right to alter the terms and conditions during any Period of Insurance as the Company reasonably considers appropriate or if the Policy or the Company are affected by a change in legislation or taxation, or any judicial decision. The Company will give the Insured 30 days written notice of any such alteration. The Insured's continued payment of premium after the Company gives such notice will constitute acceptance of the change.
- Premium rates are not guaranteed and may be increased or varied by the Company;
  - when a material change in risk occurs or
  - when there is a general rate increase affecting all policyholders reflecting the Company's actual or anticipated results in this class of business.

#### 2. Duties of the Insured

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

### **Right to Return Policy**

In the event the Insured is not satisfied with this Policy for any reason, it may be returned to the Company within 15 days after the Effective Date. Any premium and levy billed to the Insured's nominated account will be refunded without interest. In such event, this Policy shall be deemed to have been void from the Effective Date and the Company shall not be liable to pay any Benefit.

### **Entire Contract: Changes**

This Policy, including the Certificate of Insurance, statements, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

### **Duplicate Coverage**

If at the time of any happenings giving rise to any loss, damage, expense or liability for which indemnity provided under this Policy there will be any other policy(ies) issued by the Company covering such loss, damage, expenses or liability or any part thereof, the maximum amount payable by the Company will be limited to the greatest amount of benefits provided by any one such policy. This condition is not applicable to Section 1 and 3.

### Other Source of Recovery

Except as provided in General Condition 5 above, benefit under this Policy shall be paid in addition to any other insurance benefit to which an Insured Person may be entitled. However, the Company shall not be liable to pay under Section 2, 4, 5, and 6 if the Insured Person is covered under any other insurance for the same interests unless the limit of indemnity of such other insurance is exhausted, in which case the Company will only be liable to indemnify the Insured Person for the excess amount.

### Reasonable Care

The Insured Person must exercise reasonable care to prevent accidents or bodily injury.

### Mis-statement or Fraud

Any false statement made by the Insured to the Company or concerning any claim shall result in the Company's right to repudiate liability under the

### Mis-statement of Age

If the age of any Insured Person has been mis-stated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. However, if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium then the liability of the Company during the period the Insured Person is not eligible for the coverage shall not attach.

### 10. Geographical Limits

The insurance afforded under this Policy shall apply 24 hours a day anywhere in the world unless otherwise endorsed or amended.

#### 11. Notice of Claim

Written notice of accidents or any other events which may give rise to a claim under this Policy shall be given to the Company as soon as reasonably practicable and in any event not more than 30 days after the occurrence.

All medical certificates, medical reports, and all proof of loss and claim as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

### 12. Proof of Claim

Written proof of a claim must be furnished to the Company within 30 days from the receipt of the claim form provided by the Company as above. Failure to furnish such proof with the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later that 180 days from the time such proof is otherwise required

#### 13. Physical Examination

The Company shall have the right and opportunity at its own expense to examine an Insured Person when and so often as it may reasonably require pending the outcome of a claim under this Policy.

In the event of the death of an Insured Person, the Company shall have the right, at its own expense, to conduct a post mortem.

#### 14. Payment of Benefit

Benefit payable under this Policy shall be paid to the Insured or as otherwise directed in writing by the Insured. In the absence of any such written direction, accrued benefits unpaid at the time of the Insured's death shall be paid to the estate of the Insured. Any release given by the Insured, or any third party to whom the Insured has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.

#### 15. Subrogation

The Company has the right to proceed at its own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

#### 16. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties of if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy.

#### 17. Currency

Premiums and benefits payable under this Policy shall be in the currency of Hong Kong dollars.

#### 18. Interes

No benefit payable under this Policy shall carry interest.

#### 19. Jurisdiction and Governing Law

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.

### 20. Prohibition on Trust or Assignments

This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

#### 21. Contracts (Right of Third Parties) Ordinance

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

#### 22. Language

In the event of any discrepancy between the English version and the Chinese version of this Policy, the English version shall prevail.

24-Hour Travel & Medical Assistance Service Hotline: (852) 2861 9294

# 豐隆智慳意外保險

本保險單、保險證明書及任何批註或附件均應視為同一份文件(統稱「保險單」),載於該等文件而附特定意義的任何詞彙或字句,在整份文件中均具有該意義。

#### 鑑於:

- 1. 保戶已申請保險而向本公司呈交之投保申請書或陳述,包括向本公司之聲明,將構成本保險單的基準;及
- 2. 豐隆保險(亞洲)有限公司「本公司」已接受投保。

在支付有關之保險費之條件下,本公司僅同意根據本保險單所載的條款及條件,按本保險單及保險證明書所述的程度及方式,向受保人就受保範圍內的風險提供保障。

### 第1部分 - 定義

- 「意外」指突發和不可預見的事件,單獨及獨立地導致身體受傷、傷殘或 身故,而上述身體受傷、傷殘或身故並非由受保人的疾病或醫療狀況所導 致。
- 2. 「成人」指年滿十八至七十歳(以最近一次生日為準)的人士。
- 3. 「賠償限額」指保險證明書承保範圍概要所載的最高賠償金額。
- 4. 「**身體受傷**」指由意外、暴力、外在及可見的方式導致身體受傷,但不包括任何疾病或自然出現的醫療狀況或退化過程。
- 5. 「**保險證明書**」指附於本保險單並構成本保險單一部分的保險證明書。
- 6. 「子女」指任何未婚並受供養的合法子女,包括保戶的繼子女及合法領養子女。而年齡(以最近一次生日為準)在六個月及十七歲之間或至二十三歲並在教育學院登記的全日制學生。
- 7. 「公共交通工具」指任何具有有效許可證並以收費運載乘客為主要業務的 陸路、水路或空中運輸工具,其必須按固定、既定及定期的班次和路線行 駛,以及包括持牌出租車和網約服務車輛,唯此等車輛須屬於四輪汽車且 設有最少4個但不多於9個座位。
- 8. 「教育學院」指任何由政府運營或註冊並以受過培訓或符合資格的教師提供教育服務的學校、職業訓練學院、理工學院、院校、大學或高等教育學院
- 9. 「生效日期」指在保險證明書中所規定的本保險單開始及生效的日期。
- 10. 「合資格家屬」指配偶及/或子女。
- 11. 「折斷騰部或膝蓋而無法縫合」指膝蓋骨或腳骨完全折斷為兩截或以上, 而折斷的腿部無法正確地縫合及正常活動。該情況在受保人餘生將一直持 續。
- 12. 「香港」指中華人民共和國香港特別行政區。
- 13. 「醫院」指依法運作的機構,用以照顧及治療受傷或患病人士,設有診斷及施行大型手術的設施,由具法定資格的註冊護士提供全天二十四小時護理服務,並由具法定資格的醫生負責監督,但不包括主要用作診所、護理或復康院、休養院、老人院、精神護理機構、療養院或延續護理中心,或酗酒或吸毒者治療所的機構。
- 14. 「**住院**」指按具法定資格的醫生建議需以住院病人身分人住醫院最少連續 24 小時以接受治療。
- 15. 「直系規屬」指受保人的配偶、父母、配偶父母、(外)祖父母、配偶(外)祖父母、子女、兄弟姐妹、(外)孫兒女或未婚夫/妻。
- 16. 「保戶」指本保險單以其姓名簽發,並名列於保險證明書的人士。
- 17. 「受保人」指名列於保險證明書的合資格受保人士。
- 18. 「**失聰**」指失去聽覺並不可復原(包括在所有聽力頻率中損失至少 **80** 分 貝)。
- 19. 「斯肢」指手腕或足踝關節以上部分的肢體完全永久從身體分離並無法復原。
- 20. 「失明」指完全和不可復原地喪失視力
- 21. 「喪失語言能力」指無法發出語言的四種聲音(例如唇音、牙糟唇音、硬 顎音及軟顎音)之中的任何三種,或完全失去聲帶,或控制語言的腦區受 損而導致失語症。
- 22. 「**喪失拇指、手指或腳趾**」指拇指或手指之掌指關節或腳趾之跖趾關節以上的位置完全切斷。
- 23. 「喪失功能」指完全機能性傷殘。
- 24. 「嚴重燒傷」指受保人遭三級燒傷(深層皮膚受損傷及皮下組織遭破壞),燒傷面積佔受保人身體總面積 10%或以上,或頭部面積 2%或以上,惟燒傷程度須以醫生的醫療報告及全面診斷紀錄證明。
- 25. 「醫療費用」指就於醫院接受或由具法定資格醫生施行、建議或開列處方的診斷測試或程序、醫療診治、外科手術、復康護理、醫療用品、牙科治療、藥物、物理治療、接脊治療、中醫、跌打、針灸或救護車服務所收取的費用。
- 26. 「**受保期**」指保險證明書所述自生效日期起計的期間,以及其後本公司已 收取保費的任何曆月或年度。
- 「永久」指由發生意外之日起計持續十二個曆月內及在該期間屆滿時並無任何改善的希望。

- 28. 「**永久完全傷殘**」指意外身體受傷所導致的完全傷殘持續十二個曆月後, 受保人在餘下的生活期間,完全不能從事任何可賺取收入的職業或工作。
- 29. 「保單年度」指自生效日期起計連續十二個曆月的期間及繼後的每次連續十二個曆月。
- 30. 「已存在的病狀」指受保人在本保險單生效日期前已存在的病狀,並已獲 具法定資格的醫生建議接受醫療諮詢或護理,或受保人已接受有關醫療護 理、診治、諮詢或處方藥物。
- 31. 「**私家車輛**」指任何作私人用途的四輪房車,不包括接載購票乘客或運送 供銷售或投遞貨物的持牌車輛。
- 32. 「**具法定資格的醫生**」指獲執業所在國家或地區根據法律合法授權以提供 內科或外科醫療服務的任何人士,惟受保人本身或受保人直系親屬則除外。

#### 第2部分 - 保障

### 項目1

### 個人意外

倘若受保人在受保期內因意外身體受傷而導致身故或傷殘,將可獲得下列的賠 償:

保障事項		賠償限額百分比
1.	身故	100%
2.	永久完全傷殘	100%
3.	永久及無法治癒的四肢癱瘓	100%
4.	永久完全雙目失明	100%
5.	喪失兩肢或永久完全喪失其功能	100%
6.	永久完全喪失語言能力及失聰	100%
7.	嚴重燒傷	100%
8.	永久完全喪失單目視力	50%
9.	喪失一肢或永久完全喪失其功能	50%
10.	永久完全失聰	
	(a) 雙耳	75%
	(b) 單耳	15%
11.	永久完全喪失語言能力	50%
12.	永久完全喪失單目的晶狀體	50%
13.	喪失一隻手之拇指及四隻手指或永久完全喪	50%
	失其功能	
14.	喪失一隻手之四隻手指或永久完全喪失其功	30%
	能	
15.	喪失一隻拇指或永久完全喪失其功能	
	(a) 兩個關節	20%
	(b) 一個關節	10%
16.	喪失一隻手指或永久完全喪失其功能	
	(a) 三個關節	7.5%
	(b) 兩個關節	5%
	(c) 一個關節	2%
17.	喪失腳趾或永久完全喪失其功能	
	(a) 全部隻腳	15%
	(b) 腳拇指-兩個關節	5%
	(c) 腳拇指——個關節	3%
18.	折斷腿部或膝蓋而無法縫合	10%
19.	腿部縮短至少五厘米	7.5%
20.	第8至19項保障事項(包括首尾兩項)以外的永久傷殘。	
	抵觸第8至19項保障事項(包括首尾兩項)賠償的前提下	、,以絕對目主權

### 項目1的條文

決定賠償限額的百分比。

 若為購票乘客乘坐任何公共交通工具或乘坐任何私家車輛,或在任何認可 高爾夫球場或練習場打高爾夫球消閑或練習時,遭遇意外身體受傷以致需 賠償上文第2部分項目1第1至7項保障事項,本公司將按照相關賠償限 額百分比所得金額支付200%的賠償。

香港北角英皇道510號港運大廈8樓807-10室·電話:+852 2230 9900·傳真:+852 2868 0129·網址:www.hl-insurance.com Room 807-10, 8/F Island Place Tower, 510 King's Road, North Point, Hong Kong·Tel: +852 2230 9900·Fax: +852 2868 0129·Website: www.hl-insurance.com

- 除上述第 1 條文所規定外,每位受保人的賠償總額不得超過賠償限額的 100%。
- 若此份保險適用於保戶及其合資格家屬,保戶及其配偶的賠償額為相等, 每位子女的賠償額則為保戶所享賠償限額的25%。
- 4. 若在發生意外時,受保人的任何一肢(手、臂、腳、腿)已經截斷或已喪失其使用功能,或已喪失單目或雙目的視力、單或雙耳失聰或語言能力, 則該等情況並不包括在本公司根據本保單評估支付任何賠償之列。
- 5. 在不抵觸本保險單定義及所有其他條款及條件的規限下,若受保人購票乘 坐的公共交通工具失蹤、被迫強行著陸、擱淺、沉沒或失事,且發生事故 後 365 天仍未能尋回受保人遺體,則假定受保人於發生上述事故當日意外 受傷而身故。
- 除非受保人於意外身體受傷日期起計 12 個月內身故或傷殘,否則本保障 將不作任何賠償。

#### 項目2

### 意外醫療費用

若受保人在受保期內發生意外身體受傷,本公司將賠償受保人因該受傷而直接須要接受治療的合理及必要醫療費用,以每日/每個意外及每一保單年度的分項限額為限。

#### 項目2的條文

本項目不會作出以下賠償:

- 美容或整容手術,惟完全地因受保期內發生意外身體受傷而須接受矯正手術 者除外。
- 2. 入住醫院的單人或私家病房的額外費用。
- 3. 牙科護理,惟自然健康牙齒因意外身體受傷而須接受牙科護理者除外但有關 牙冠、牙橋、假牙或植牙的索賠則不予賠付。
- 任何非必要治療、香薰治療、滋補藥品及由健美水療場所或按摩院提供的服務。
- 5. 假體或視覺或聽力輔助器費用。

#### 項目3

#### 住院現金建計

若受保人於受保期內因意外身體受傷而登記人住醫院,便可就每日的住院獲得住 院現金津貼,但以賠償限額為限。

#### 項目3的條文

- 1. 受保人須接受具法定資格的醫生定期診治及護理,方可獲得住院保障。
- 2. 如受保人需留在醫院深切治療部,本公司將支付每日住院現金津貼的200%。
- 3. 若受保人遭遇意外身體受傷後住院,本公司將由受保人住院首日開始支付每日住院現金津貼但同一次意外身體受傷的總賠償日數不超過一百二十天。
- 就釐定本保險單項下的賠償限額而言,若受保人因同一次意外身體受傷在十 二個曆月內再次住院,將視為延續上一次住院論。
- 5. 本項目不會賠償受保人因接受定期體格檢查或其他檢查及或無客觀結果顯示身體健康受損情況下而住院。

### 項目4

### 信用卡保障

若受保人於受保期內及因意外身體受傷以致身故,本公司將支付受保人於受保期 內使用其信用卡所簽付的物品及服務所欠繳賬項,但以賠償限額為限;惟此項賠 償不適用於子女。

## 項目4的條文

- 1. 賠償限額乃適用於保戶及其配偶的綜合金額。
- 2. 保戶或其配偶須為信用卡主卡持有人,方可獲得賠償。
- 3. 任何應計利息或財務費用或其他費用收費一概不獲賠償。
- 4. 若受保人於另一份保險單享有此方面保障,將不獲任何賠償。

### 項目5

### 遺體運送

若受保人在香港境外及受保期內意外身故,本公司將會支付遺體或骨灰運回香港的合理費用,並以賠償限額為限。

### 項目6

### 殯葬費用

若受保人在受保期內意外身故,本公司將會支付在身故當地或香港進行土葬或火 化及葬禮的合理費用,並以賠償限額為限。

### 第3部分 - 不承保事項 (適用於所有項目)

- 除本保險單另有指明者外,本保險單不承保由下列事項直接或間接引致的索償:
  - (a) 戰爭、侵略、外敵行為、敵對行為或軍事行動(無論有否宣戰)、內戰、 叛變、暴亂、具備民眾起義特質或構成民眾起義的民眾騷亂、軍事起義、 起義、叛亂、革命、軍事或篡奪力量、軍法統治、遵照或根據任何政府、 公共或當地政府部門的指令將財物充公、國有化、徵用、毀壞或損毀。

- (b) 已存在的病狀。
- (c) 受保人以專業身份參與的任何體育運動或受保人將可或應可從中賺取 酬金的任何體育運動、跑步以外的競賽、水肺潛水(30 米或更深)、賽車 和同類賽事、航空活動(但購票乘搭由認可航空公司經營的持牌飛機則 不在此限)。
- (d) 自殺(不論神智正常或失常)、蓄意自傷身體、分娩、懷孕、神經錯亂或精神病、酗酒或服用藥物(經具法定資格的醫生處方服用者除外)、自行暴露於不必要的危險(意圖挽救他人性命者除外)、受保人有任何不法行為。
- (e) 核分裂、核武器或輻射污染。
- (f) 受保人直接參與恐怖主義行動。

#### 2 制裁不保條款

若本公司就任何損失或索賠作出支付會違反任何制裁法律或規例,並由此導致本公司、其母公司或本公司的最終控制實體根據任何制裁法律或規例須繳納任何罰款,本公司將不負責提供本保險單的任何保障或根據本保險單支付任何數項。

#### 第4部分 - 不承保職業

從事下列任何工作類別(不論是臨時或長期性質)的受保人,在執行此等工作期間遭遇意外而直接或間接導致或造成根據本保險單提出索償,將不會獲得任何賠償:

- 1. 空中或航海的工作人員
- 2. 藝人
- 3. 保镖
- 4. 木匠
- 5. 化學或石油工人
- 6. 煙囪技工及煙囪工人
- 7. 地盤工人或於建築地盤工作者
- 8. 紀律部隊人員(文書職員除外)
- 潛水員或工作須接觸壓縮空氣
   排水道或污水道工人
- 11. 貨車、特別用途車輛、計程車、各類型巴士、電單車或駕駛往返中國大陸司 機
- 12. 渔民
- 13. 賭博場所職員(香港賽馬會櫃檯或文書職員除外)
- 14. 吊船工人
- 15. 騎師
- 16. 按摩院或桑拿浴室員工
- 17. 五金或燒焊工人
- 18. 礦工或石礦工人
- 19. 夜總會、的士高、卡拉 OK 俱樂部或酒廊的員工
- 20. 戶外珠寶業銷售員
- 21 職業運動員
- 22. 戰地或暴亂地區的記者
- 23. 搭棚、修復工程或裝修工人
- 24. 攜械保安人員
- 25. 裝卸工人、客貨運碼頭或船塢工人
- 26. 特技人
- 27. 隧道工人
- 28. 在水底或地底工作者
- 29. 任職於任何國家或國際機構的消防服務或武裝部隊
- 以專業身份從事體育運動或受保人可能或將能透過從事該等體育運動賺取 收入或酬金
- 31. 從事安裝或維修升降機、電梯;氣體、水電或電器設備工人
- 32. 從事生產、製造、運輸或需要接觸軍火、爆炸品、煙花或腐蝕性物質
- 33. 機械操作或維修工人(手提式的家居及辦公室工具及器具除外)
- 34. 離地面或樓面十呎或以上工作的人士
- 35. 需要接觸石棉的工作人員或雲石工人

### 第5部分 - 保費

- 1. 本保險單的約因是到期日所繳付的保費。
- 2. 保險證明書所示的保費須自保險證明書所述的首個保費到期日起按月繳付,保費會直接於保戶指定的賬戶中扣除。

### 第6部分 - 續保

- 在保費到期時繳付保費後,本保險單將繼續生效,直至下一個保費到期日為止。
- 本保險單將於每個保費到期日繳付保費後自動續保,除非本公司接獲終止通知書,則作別論。

### 第7部分 - 增加受保人

- 保戶可向本公司提出書面申請加人任何合資格家屬成為受保人,並須註明有 關人士的姓名、性別、身份證號碼及出生日期。
- 當上述申請經本公司批准後,有關合資格家屬之保險將於翌日開始生效;本公司亦會發出相關批註。
- 3. 該等合資格家屬的有關保費將從保戶指定的賬戶中扣除。

### 第8部分 - 終止保障

- 若保戶以書面通知本公司終止本保險單,或終止本保險單內任何有關合資格 家屬的保障,該保險單或該家屬保障將於本公司接獲該通知後翌月首日正式 終止。
- 若本公司將終止本保險單通知書以郵件掛號信寄往最後所知的保戶地址,該 保險單將於該通知書發出後翌月首日正式終止,惟最少須於七天前發出該通 知書。
- 本保險單將於保戶身故時終止。若合資格家屬身故,則該家屬將不再是受保人。
- 4. 本保險單及有關保險將於保戶年屆七十一歲後緊接的續保日即時終止。
- 5. 有關保戶配偶之保險,將於其年屆七十一歲後緊接的續保日即時終止。有關保戶受供養子女之保險,將於其年屆十八歲或二十四歲如其仍在教育學院就讀的全日制學生,或於其結婚或停止成為保戶的受供養子女後緊接的續保日即時終止(以較早者為準)。
- 若不能從保戶指定的賬戶內扣除首期保費,本保險單將於保險單生效日期期 起視作無效。
- 若從保戶指定的賬戶內成功扣除一期或以上的保費,其後若未能支付任何保費,則本保險單及其有關保險將於保費欠繳的月份首日終止。
- 8. 若保戶所繳付的保費超出本保險單終止日期時或有關合資格家屬的保障終止期時應付的保費,本公司將按比例退還有關保費部分予保戶指定的賬戶。若保戶在終止日期前並未繳付所欠保費,則須向本公司支付該等保費。

### 第9部分 - 一般保險條文(適用於所有項目)

#### 條款及條件

- (a) 本保險單所支付的任何賠償,須受與賠償有關的定義及所有其他條款及 條件規限。
- (b) 當本公司合理地及適當地認為本保單或本公司受到法例或稅務變更或 任何司法裁決的影響時,本公司有權在任何保險期內更改保單條款和條件。就任何該等更改,本公司將給予保戶三十日書面通知,保戶在本公司給予該等通知後仍繼續繳付保費將表示接納更改。
- (c) 保費率並非保證,本公司可能增加或改變:
  - (i) 當風險發生重要變化時;或
  - (ii) 當整體比率增加反映本公司在該類業務的實際或預期成果而影響 所有保戶時。

### 保戶的責任

保戶須妥善遵守並履行本保險單一切須進行或遵守的條款及條件,此乃本公司按本保險單承擔任何賠償責任的先決條件。

## 退回保險單的權利

若保戶基於任何原因不滿意本保險單的條款,可在生效日期後十五天內將保險單退回本公司取消。屆時本公司將全數退還已從保戶指定賬戶中扣除的任何保費及保費徵費但不附帶利息。在此情況下,本保險單將視為由生效日期 起無效,而本公司亦毋須支付任何索償。

### 4. 完整合約:修改

本保險單包括保險證明書、聲明、批註與修訂本(如有),將構成雙方之間的完整合約。除非本公司批准,並附以批註及修訂本引證,否則本保險單任何修改均屬無效。

### 重複保障

若因任何事故引致本保險單承保的損失、損害、開支或責任出現,同時該等損失、損害、開支或責任或其任何部分亦獲本公司發出的其他一份或多份保險單承保,則本公司應付的最高賠償額,將以保額最高的保險單為限。此情況不適用於項目 1 及 3。

### 6. 其他賠償來源

除上述一般條文5所列明者外,本公司會支付本保險單規定的賠償,連同受保人可能有權獲得的任何其他保險賠償。然而,若受保人於任何其他保險享有相同保障,本公司將毋須根據項目2、4、5及6賠償,除非該等保險的賠償金額不足,而在此情況下,本公司僅須向受保人賠償不足額。

### 7. 合理的審慎

受保人必須合理審慎地防止意外或身體受傷。

### 8. 錯誤陳述或欺詐行為

若保戶向本公司或在任何索償中作出任何虛假聲明或陳述,本公司有權拒絕 履行本保險單的責任。

### 9. 誤報年齡

若任何受保人的年齡被誤報,則根據本保單應付的所有款額(例如已付的保費)將須按受保人的正確年齡計算。然而,倘若受保人的正確年齡令本保單的保障未能生效或在本公司接受該保費之前已終止,在受保人未合資格享有有關保障期間,本公司概不承擔任何責任。

### 10. 地域限制

本保險單所提供的保險在世界任何地方全日二十四小時適用,另有批註或修 訂者則作別論。

### 11. **索償通知**

任何根據本保險單提出索償的意外或其他事故,須於合理及實際可行情況下 盡快以書面通知本公司,惟無論如何必須在有關事件發生後三十天內遞交通

索償人須自費提交本公司要求的任何醫療證明書、醫療報告、所有損失及索償證明,且該等文件應符合本公司指定的形式及性質。

### 12. 索償證明

支持索償的書面證明,必須在索償人收到上述由本公司提供的索償表格後三十天內送交本公司。假使未能在有關期限內遞交該等證明,而在有關期限內遞交證明並不合理可行,且索償人已在合理可行情况下盡快遞交證明,則該索償申請仍然有效,惟無論如何必須在上述三十天期限要求證明後之一百八十天內遞交證明。

### 13. 身體檢驗

本公司有權在合理情況下要求對受保人進行醫療檢驗,以處理本保險單項目下的索償,有關費用由本公司承擔。

倘若受保人身故,本公司有權進行死因醫學檢驗及調查,費用由本公司承擔。

#### 14. 支付賠償

本保險單所有應付賠償,須支付予保戶或保戶書面指定的人士。若無該等書面指示,保戶身故時所有未支付的應計賠償將撥作保戶的遺產。保戶或保戶指示獲取賠償的第三者向本公司發出解除責任文件,確認收妥本公司根據本保險單所支付的賠償後,將視為本公司最終及完全履行所有法律責任論。

### 15. 代位權

本公司有權以受保人的名義,對可能須就引致按本保單提出索償的事故負上 責任的第三者提出訴訟,有關費用將由本公司承擔。

### 16. 仲裁

所有因本保險單而引起的分歧,將提交由雙方書面委任的仲裁人決定,或若有關雙方不能同意委任單一名仲裁人,則各自需在兩個月內以書面委任一名仲裁人,並交由該兩名仲裁人決定;又或該等仲裁人出現意見分歧,則在進行轉介之前,交由仲裁人以書面委任的仲裁長決定。有關的裁定將是對本公司在本保險單承擔保險責任的爭議而就本保險單提出法律訴訟的先決條件。

### 17. 貨幣

根據本保單應支付的保費及保障額均以港幣支付。

### 18. 利息

按本保險單支付的賠償一概不帶利息。

### 19. 司法管轄權及管制法律

本保險單受香港法律規管並按其詮釋。本保險單各方不可撤回地同意香港法院就本保險單引起的一切及所有事宜、糾紛或司法程序具有非專屬司法管轄權。

### 20. 禁止信託或轉讓

本保險單不得轉讓,本公司將不受任何信託、抵押、留置權、 轉讓或其他 買賣本保險單的通知所影響。

## 21. **合約(第三者權利)條例**

任何不是本保險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)強制執行本保險單的任何條款。

### 22. 語言

倘本保險單之英文本及中文本出現歧異時,以英文本為準。

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