

Family Personal Protector Insurance Policy

Here is your new Insurance Policy. Please examine it together with the Schedule, to make sure that You are fully aware of the protection You can enjoy.

It is important that the Policy, the Schedule and any endorsements are read together to avoid any misunderstandings.

Almost certainly your needs will change. If they do, please let Us know - your Policy is designed for easy amendment or extension.

How Your Insurance Operates

Your Family Personal Protector Insurance Policy is a contract between You and Us. The proposal form, declaration and information given shall form the basis of this contract.

In consideration of You paying to Us the required Premium, We agree to pay You the benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the benefits to the Beneficiary specified in the Schedule.

Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so please contact, preferably in writing, your broker or agent. If You do not have a professional adviser please contact our Business Manager who has wide authority and is always ready to help You with your problems.

SUMMARY OF BENEFITS

The maximum indemnity in respect of each Insured Person for the Period of Insurance is shown under the following table of Benefits, subject to the terms, exceptions and conditions of the Policy:

		Child Plan	Adult Plan A	Adult Plan B	Elderly Plan
Section 1 – Personal Accident		HK\$	HK\$	HK\$	HK\$
1	Death	300,000	500,000	1,000,000	500,000
2	Permanent Disablement	300,000	500,000	1,000,000	500,000
3	Medical Expenses	20,000 per accident	10,000 per accident	20,000 per accident	10,000 per accident
Section 2 – Personal Liability		300,000	500,000	1,000,000	500,000
Extra Benefits (for all plans)					
1	No Claim Bonus	10% increase in Death Benefit Amount and Permanent Disablement Benefit Amount compounding each year over a 5-year period			
2	Major Burns	150,000	250,000	500,000	150,000
3	Extra Indemnity for General Holiday	25,000	25,000	50,000	25,000
4	Funeral and Cremation Expenses	25,000	25,000	25,000	25,000
5	Trauma Counselling Expenses	5,000	5,000	5,000	5,000
6	Bereavement Counselling Expenses	5,000	5,000	5,000	5,000
7	Physiotherapist, Chiropractor, Bonesetter & Acupuncturist Treatment Expenses	2,500	2,500	2,500	2,500
8	Clothing and Personal Effects Damage Compensation	2,000 per accident	2,000 per accident	2,000 per accident	2,000 per accident
9	Hospital Confinement Allowance	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)
Extra Benefits (for Child Plan)					
1	Extra Indemnity for Accidents During School Activities	100,000	Not Applicable	Not Applicable	Not Applicable
2	Recovery Equipment Expenses	10,000	Not Applicable	Not Applicable	Not Applicable
3	Parent's Leave Compensation	200 per day (Max 10 days)	Not Applicable	Not Applicable	Not Applicable
Extra Benefits (for Adult Plans)					
1	Double Indemnity	Not Applicable	Up to 500,000	Up to 1,000,000	Not Applicable
2	Extra Indemnity for Friday, Saturday, Sunday or Eve of General Holiday (shall not be payable if Double Indemnity or Extra Indemnity for General Holiday is payable)	Not Applicable	25,000	50,000	Not Applicable
3	Accidental Cosmetic Surgery Expenses	Not Applicable	20,000 per accident	20,000 per accident	Not Applicable
Extra Benefits (for Elderly Plan)					
1	Broken Bones	Not Applicable	Not Applicable	Not Applicable	100,000
2	Prosthesis Expenses	Not Applicable	Not Applicable	Not Applicable	10,000

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

Definition of Words

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

Accidental Cosmetic Surgery means:-

The undergoing of plastic or reconstructive surgery (restoration or reconstruction of the shape and appearance of facial features above the neck which are defective, missing, damaged) which is deemed medically necessary by a qualified and Registered Medical Practitioner, Physician or surgeon for the treatment of facial disfigurement being a direct result of Bodily Injury sustained during the Period of Insurance requiring in-patient treatment and subsequently the performance of such surgery. Surgery for cosmetic reasons is excluded.

Bodily Injury means:-

Bodily injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

Bone Fracture means:-

The complete breaking of a bone.

Hospital means:-

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- a) has organised facilities for diagnosis, treatment and major surgery;
- b) provides twenty-four (24) hours a day nursing services by registered nurses;
- c) is under the supervision of one or more Registered Medical Practitioners ; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Immediate Family Members means:-

Your legally married spouse, parent(s), in-law, grandparent(s), sibling(s), child(ren), legally adopted child(ren), grandchild(ren) or legal guardian(s).

Insured Person means:-

The Insured Person(s) named in the Schedule, for whom this insurance has been arranged.

Period of Insurance means:-

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

Physician means:-

A person other than the Insured Person or his/her family members, who is a Registered Medical Practitioner of western medicine properly qualified and licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practising within the scope of his/her licensing and training.

Recovery Equipment means:-

Any medical equipment approved and prescribed by a qualified and Registered Medical Practitioner, Physician or surgeon to be necessary for the medical recovery treatment of the Insured Person.

Registered Medical Practitioner means:-

A practitioner of western medicine duly qualified and legally registered as such under the laws of the Hong Kong Special Administrative Region or the country in which the claim arises and where the treatment takes place but excluding the Insured, the Insured Person or his/her family members.

Schedule means:-

The Schedule attached to the policy of insurance.

School means:-

Any academic institution, including but not limited to kindergarten, primary or secondary school, college or university for educating the Insured Person.

You/The Insured means:-

The person named in the Schedule who is the policyholder of the insurance.

We/Us/the Company means:-

MSIG Insurance (Hong Kong) Limited.

General Conditions

The conditions which appear in the Policy or in any endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right of any Insured Person to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us.
3. Before each renewal of the insurance You must also advise Us in writing of any bodily injury or disease which to your knowledge has been suffered by any Insured Person.
4. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Policy, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.
5. It is warranted that the Insured Person is between six (6) months and seventeen (17) years of age (both inclusive) under Child Plan; between eighteen (18) and fifty-four (54) years of age (both inclusive) under Adult Plan A or B; between fifty-five (55) and seventy (70) years of age (both inclusive) under Elderly Plan. The Policy may be renewed from year to year by mutual agreement between You and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the age of seventy (70). Thereafter We may accept further renewal of the Policy at our own discretion.
6. When the Insured Person attains the age of
 - a) eighteen (18) years upon policy renewal, or
 - b) fifty-five (55) years upon policy renewal,the coverage will be transferred from Child Plan to Adult Plan A or Plan B and from Adult Plan A or Adult Plan B to Elderly Plan respectively as agreed between You and Us provided that You have advised Us the occupation of the Insured Person and We have agreed to provide cover.
7. We may cancel the Policy by giving You seven (7) days' notice by sending a registered letter to You at your last known address and We will refund to You the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

You may at any time cancel the Policy by delivering to Us a notice in writing whereupon We shall refund to You the unused part of any premium paid in respect of the unexpired Period of Insurance calculated at the customary short period rate subject to the minimum premium.
8. The terms, exceptions and conditions of the Policy so far as applicable and with any necessary modifications shall apply to the Insured Person's legal representative.
9. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.
11. 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.

Claims Conditions

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, in so far as they apply, by the Insured Person or any other claimant.

1. You or anyone acting on your behalf must report in writing to Us within thirty (30) days with full details of any Bodily Injury which may result in a claim under this Policy.
2. You or the Insured Person or Immediate Family Members of the Insured Person shall employ the services of a Registered Medical Practitioner and shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required by Us.
4. The Insured Person may have to undergo further medical examination required by Us at our expense.
5. In the event of death of the Insured Person We shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under the Policy.

General Exceptions

The insurance by this Policy excludes bodily injury, death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
5. any chemical, biological, bio-chemical, or electromagnetic weapon.
6. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
7. any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such

harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

- by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear.
8. any action taken in controlling, preventing, suppressing or in any way relating to general exceptions 6 or 7 above.
 9. (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
(b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person
provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
(c) the destruction of property by order of any public authority
 10. (a) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking
(b) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

11. flying or travelling in an aircraft other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service.
12. engaging in air crew.
13. engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country.
14. engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
15. parachuting or any sporting activities in connection with an aircraft
16. hang gliding.
17. any kind of race (other than on foot or swimming) or trial of speed or reliability or endurance.
18. potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
19. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life).
20. pregnancy, childbirth or pre-existing physical or mental defect or infirmity.

21. the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
22. the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or the effects of solvent abuse.
23. fighting (except in bona fide self defence), provoked assault, resistance to arrest.
24. illegal acts of the Insured or the Insured Person.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If We allege that by reason of these General Exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You/ Insured Person.

Special Provisions

a) Disappearance

We shall presume death to have been suffered by the Insured Person if he/she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such benefit shall be refunded to Us.

b) Exposure

If an Insured Person suffers Bodily Injury and thereafter in direct consequence of that Bodily Injury suffers death or disablement within twelve (12) consecutive months as a result of exposure to the elements of violent, severe or prolonged weather conditions, We will consider such death or disablement as having been caused by Bodily Injury.

SECTION 1 – PERSONAL ACCIDENT

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay benefits as outlined below:

- | | |
|---------------------------------|--|
| 1. DEATH | 100% of the amount stated in the Schedule |
| 2. PERMANENT DISABLEMENT | Percentage of the amount as specified below stated in the Schedule |

PERCENTAGE

- | | | | | | | | | | | | | |
|---|---|--|----|-----|----|-----|----|-----|----|-----|----|-----|
| <ol style="list-style-type: none"> 1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind 2. Total and permanent loss of all sight in one or both eyes 3. Total loss by physical severance or total and permanent loss of use of: <ol style="list-style-type: none"> a) one or two limbs b) one or two hands c) arm above the elbow d) arm at or below the elbow e) leg above the knee f) leg at or below the knee 4. Permanent total insanity 5. Permanent total paralysis of all limbs 6. Total loss by physical severance or total and permanent loss of use of : <ol style="list-style-type: none"> a) thumb and four fingers of one hand b) four fingers of one hand c) thumb (two phalanges) d) thumb (one phalanx) e) index finger (three phalanges) | <div style="border-left: 1px solid black; border-right: 1px solid black; height: 150px; margin: 0 auto;"></div> <p style="text-align: center;">100%</p> | <table border="0"> <tr><td>a)</td><td>70%</td></tr> <tr><td>b)</td><td>45%</td></tr> <tr><td>c)</td><td>25%</td></tr> <tr><td>d)</td><td>10%</td></tr> <tr><td>e)</td><td>15%</td></tr> </table> | a) | 70% | b) | 45% | c) | 25% | d) | 10% | e) | 15% |
| a) | 70% | | | | | | | | | | | |
| b) | 45% | | | | | | | | | | | |
| c) | 25% | | | | | | | | | | | |
| d) | 10% | | | | | | | | | | | |
| e) | 15% | | | | | | | | | | | |

- | | |
|--|-----|
| f) index finger (two phalanges) | 8% |
| g) index finger (one phalanx) | 4% |
| h) each other finger (three phalanges) | 10% |
| i) each other finger (two phalanges) | 4% |
| j) each other finger (one phalanx) | 2% |
| k) all toes of one foot | 17% |
| l) great toe (two phalanges) | 5% |
| m) great toe (one phalanx) | 2% |
| n) any other toe | 3% |

- | | |
|---------------------------------|-----|
| 7. Total and permanent loss of: | |
| a) hearing in two ears | 75% |
| b) hearing in one ear | 25% |
| c) speech | 60% |

8. Any permanent partial disablement not specified above other than loss of sense of taste or smell:
- such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

Age Limit Warranty – It is warranted that all Insured Persons are between the age of six (6) months and Seventy (70) years of age inclusive.

3. MEDICAL EXPENSES

Medical, surgical, hospital, nursing home and nursing fees or charges necessarily and reasonably incurred within twelve (12) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are incurred for the professional services of a Registered Medical Practitioner, Physician, fully qualified and registered surgeon or nurse and/or at a Hospital prescribed by such Registered Medical Practitioner, Physician or surgeon.

The Company will pay up to an amount not exceeding the amount stated in the Schedule under Medical Expenses Benefit in respect of any one event. The limit under this Benefit will automatically be doubled in the event of the Insured Person sustaining Bodily Injury due to robbery.

Compensation limits in respect of any one Insured Person

1. Death Benefit stated in the Schedule shall not be payable:
 - a) unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
 - b) in addition to Permanent Disablement Benefit stated in the Schedule if caused by the same Bodily Injury, except that if a payment has been made under any part of Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then We shall pay any difference if the Benefit payable for death is greater than that already paid for permanent disablement.
2. Permanent Disablement Benefit stated in the Schedule shall not be payable:
 - a) unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,
 - b) for any specific part of Permanent Disablement where greater benefit amount is payable for another part of the permanent disablement includes that specific part,
 - c) for more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.
3. If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the Medical Expenses Benefit except for any excess beyond the amount payable under other insurance.

No benefit stated in the Schedule shall be payable until the total amount of the Benefit shall have been ascertained and agreed unless otherwise agreed by the Company.

SECTION 2 – PERSONAL LIABILITY

The Company will pay for all sums which You / Insured Person become legally liable to pay as compensation for accidents which happen within the territorial limits of the Hong Kong Special Administrative Region during the Period of Insurance and which result in

- (a) accidental death or bodily injury of any person,
- (b) accidental loss of or damage to property.

The maximum amount payable under this Section in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in the aggregate during the Period of Insurance is stated in the Schedule inclusive of any legal costs and expenses awarded against or incurred by each Insured Person with our written permission.

Exceptions to Section 2

We do not cover

1. any liability arising from personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
2. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
3. fines, penalties, punitive or exemplary damages.
4. any liability arising from
 - a) death or bodily injury of any family member of the Insured Person, any employee of the Insured Person, any of the Insured Person.
 - b) loss of or damage to property which belongs to or in the custody or control of any of the Insured Person, any family member of the Insured Person or any employee of the Insured Person.
 - c) the Insured Person's employment, trade, business or profession.
 - d) the ownership or occupation of any land, building or structure.
 - e) the ownership, possession or use of animals (other than domestic dog or cat), firearms, mechanically propelled vehicles, vessels or aircraft of any description.
5. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
6. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds or any of the Insured Person's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
7. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a) asbestos, or
 - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
8. any liability for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from the Insured Person which are not included in and recoverable in Hong Kong
9. any claim resulting from wilful, malicious, criminal or unlawful acts committed by the Insured Person or any person acting on behalf of him/her.

If We allege that by reason of these exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You / Insured Person.

Special Conditions for Section 2

1. The Insured or the Insured Person shall give written notice to the Company of any
 - a) Accident; or
 - b) Claim; or
 - c) Impending Prosecution; or
 - d) Proceedingsimmediately the same comes to the knowledge of the Insured Person or his/her representative.
2. The Insured or the Insured Person shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured or the Insured Person the defence of any claim or to prosecute in the name of the Insured or the Insured Person at its own expenses and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim having taken over the defence of any claim may relinquish the same and the Insured or the Insured Person shall give all such information and assistance as the Company may require.
3. If at the time any claim arises under this Section there be any other insurance indemnifying the Insured or the Insured Person, this Policy is not to be called on in contribution and subject to the Policy Limit of Liability of this Section, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.
4. In the case of any accident the Company may at any time pay the Insured the maximum indemnity as stated in the Summary of Benefits or any lesser sum(s) for which the claim(s) arising from such accident can be settled (but deducting therefrom any compensation(s) already paid in respect of (a) or (b) above) and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

EXTRA BENEFITS (FOR ALL PLANS)

1. NO CLAIM BONUS

In the event of no claim being submitted or paid under the Policy during the preceding policy year for the Insured Person, the benefit amount under Death Benefit and Permanent Disablement Benefit of that Insured Person will be increased by ten percent (10%) compounding each year over a 5-year period.

No refund premium shall be made to the Insured Person who by any reason whatsoever does not require this increase in cover.

Should a claim happen for the Insured Person during any one Period of Insurance, the amount / percentage of the No Claim Bonus at next renewal shall be reduced to zero.

In the event of the Insured Person transferring from a Child Plan to an Adult Plan or from an Adult Plan to an Elderly Plan, he/she will be entitled to the same percentage of the accumulated No Claim Bonus he/she is entitled at the time of transfer.

2. MAJOR BURNS

The Company will pay the Insured Person the benefit in accordance with the following table if he/she suffers from third degree burns as a result of Bodily Injury covering the minimum percentage of the surface area of his/her body as specified below during the Period of Insurance:



Area of body	% of surface area of body sustaining destruction due to third degree burns	% of the maximum indemnity under Major Burns
Head	8%	100%
	5%	75%
	2%	50%
Other than Head	20%	100%
	15%	75%
	10%	50%

Any payment under this extra benefit shall be deducted from the amount payable under Death Benefit and Permanent Disablement Benefit in respect of the same Bodily Injury.

This benefit shall not be payable for more than one of the above areas in respect of the same accident. Should more than one of the above areas of body be involved in the same accident, only the area of body with the highest compensation will be payable under this extra benefit.

For any area for which the compensation We have paid is less than 100% of the percentage of maximum indemnity under this extra benefit, the maximum indemnity under this benefit shall be reduced by such amount of compensation paid from the date of the accident until the expiry of this Policy. Any claims made thereafter shall be calculated using the original maximum indemnity under this benefit multiplied by the percentage of maximum indemnity under this extra benefit of the relevant area, but in no event shall the aggregate compensation payable exceed 100% of the maximum indemnity as stated in the Summary of Benefits.

In the event that 100% of the maximum indemnity is paid under Death Benefit or Permanent Disablement Benefit in respect of any one Insured Person, this Major Burns Benefit shall not be payable with regard to such Insured Person.

3. EXTRA INDEMNITY FOR GENERAL HOLIDAY

The amount payable under Death Benefit and Permanent Disablement Benefit stated in the Schedule shall be increased by HK\$25,000 (for Child Plan, Adult Plan A and Elderly Plan) and HK\$50,000 (for Adult Plan B) if the Insured Person suffers Bodily Injury on the general holidays as defined under paragraphs (b) to (r) of the General Holidays Ordinance (Cap. 149).

This benefit shall not be payable if Double Indemnity is payable in respect of same accident under the Policy.

4. FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipted accounts from a recognised undertaker/transporter within Hong Kong (but only to the extent that they are not recoverable from any other source) subject to a maximum of HK\$25,000 in respect of death of the Insured Person for whom compensation is payable under the Policy.

5. TRAUMA COUNSELLING EXPENSES

The Company will pay the necessary and reasonable medical fees or charges actually incurred within six months from the date of occurrence of Bodily Injury and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$5,000 in aggregate during the Period of Insurance in respect of treatment for the Insured Person diagnosed to be suffering from post-traumatic stress disorder by a Physician as a direct result of sustaining Bodily Injury for whom compensation is payable under the Policy.

6. BEREAVEMENT COUNSELLING EXPENSES

The Company will pay the necessary and reasonable medical fees or charges actually incurred within six (6) months from the date of death of the Insured Person and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$5,000 in aggregate during the Period of Insurance in respect of treatment for the Insured Person's Immediate Family Members diagnosed to be suffering from depression by a Physician as a direct result of death of the Insured Person for whom compensation is payable under the Policy.

This benefit shall not be payable if Trauma Counselling Expenses is payable in respect of the same accident.

7. PHYSIOTHERAPIST, CHIROPRACTOR, BONESETTER & ACUPUNCTURIST TREATMENT EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred in respect of physiotherapist, chiropractor, bonesetter or acupuncturist treatment and supported by receipts issued by the respective registered practitioner (not being You, the Insured Person or your family members); subject to a maximum of HK\$2,500 in annual aggregate.

The Company shall not be liable for more than:

- (a) HK\$150 per consultation for bonesetter and acupuncturist treatment expenses;
- (b) HK\$500 per consultation for physiotherapist and chiropractor treatment expenses;
- (c) One consultation per day.

8. CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION

The Company will pay to the Insured Person who sustains Bodily Injury and damage to the clothing as well as personal effects at the same accident (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

9. HOSPITAL CONFINEMENT ALLOWANCE

In the event of the Insured Person being confined in Hospital for treatment of Bodily Injury other than physiotherapy treatment, rehabilitation or convalescent treatment, a weekly benefit of HK\$500 is payable for such period of confinement subject to a maximum period payable not exceeding fifty-two (52) weeks.

If the period of confinement is less than a full week, the benefit will be paid on a pro-rata basis for each full day of confinement.

EXTRA BENEFITS (FOR CHILD PLAN)

1. EXTRA INDEMNITY FOR ACCIDENTS DURING SCHOOL ACTIVITIES

The amount payable under the Death Benefit and Permanent Disablement Benefit stated in the Schedule shall be increased by HK\$100,000 in the event of the Insured Person sustaining Bodily Injury within the School area, or in the course of any activities officially organized by the School, including but not limited to sports activities, field trips and laboratorial activities.

Coverage shall commence when the Insured Person leaves his/her place of residence directly to the appointed meeting place via public conveyance or riding on the private vehicle which is driven by his/her parents, or two (2) hours before the appointed meeting time for the purpose of participating in the activities officially organized by the School, whichever is later; and shall cease when the Insured Person arrives at his/her place of residence via public

conveyance or riding on the private vehicle driven by his/her parents or two (2) hours upon the completion of the activities organized by the School or disperses from the group, whichever is earlier.

2. RECOVERY EQUIPMENT EXPENSES

In the event of the Insured Person sustaining Bodily Injury for whom compensation is payable under the Policy, the Company will also pay for expenses actually incurred and supported by receipts for the Recovery Equipment, which is not covered under Medical Expenses Benefit. The maximum amount We will pay is HK\$2,000 for any one article, pair or set, and up to HK\$10,000 in aggregate during the Period of Insurance.

3. PARENT'S LEAVE COMPENSATION

The Company will pay a benefit of HK\$200 per day, up to a maximum payable benefit period of ten (10) consecutive days, in the event the Insured Person is confined in a hospital for treatment of Bodily Injury for which Medical Expenses Benefit is payable, to compensate one of the Insured Person's parents for each day of confinement who has taken leave from work to take care of the Insured Person.

This benefit is not payable:

- (a) if the Insured Person's parent who applies for the claim is a housewife, retired, unemployed, self-employed, or is not under a contract of employment at the time of an accident resulting in Bodily Injury sustained by the Insured Person.
- (b) for the first two (2) days of hospital confinement.
- (c) if the original leave certificate issued by the employer of the Insured Person's parent is not presented.

EXTRA BENEFITS (FOR ADULT PLANS)

1. DOUBLE INDEMNITY

The amount payable under Death Benefit stated in the Schedule shall be doubled or increased by HK\$1,000,000 whichever is the lower in the event of the Insured Person sustaining Bodily Injury resulting in death while

- a) travelling on a licensed public transport conveyance, which any member of the public can board as a fare-paying passenger, comprising a multi-engine airplane, bus, coach, train, tram, ship, hovercraft, ferry and taxi, which is neither chartered nor operated by a contractor nor a private carrier; or
- b) being an innocent victim in a robbery or attempted robbery; or
- c) being an innocent victim in a fire or explosion within the residential building where the Insured Person's home forms part of it.

The amount payable under this benefit shall only apply to the original amount that is stated in the Schedule excluding any amount of the No Claim Bonus which may have subsequently accumulated.

2. EXTRA INDEMNITY FOR FRIDAY, SATURDAY, SUNDAY OR EVE OF GENERAL HOLIDAY

The amount payable under Death Benefit and Permanent Disablement Benefit stated in the Schedule shall be increased by HK\$25,000 (for Adult Plan A) and HK\$50,000 (for Adult Plan B) if the Insured Person suffers Bodily Injury on Friday, Saturday, Sunday or on the eve of a general holiday as defined under the General Holidays Ordinance (Cap. 149).

This benefit shall not be payable if Double Indemnity or Extra Indemnity for General Holiday is payable in respect of same accident under the Policy.

3. ACCIDENTAL COSMETIC SURGERY EXPENSES

We will reimburse the Insured Person the reasonable and customary medical, surgical, hospital fees or charges for Accidental Cosmetic Surgery actually incurred in Hong Kong within twelve (12) consecutive months of the happening of the Bodily Injury provided that the diagnosis with pertinent medical records is submitted by the Insured Person and the Company's written approval is obtained.

If further cosmetic surgery is medically necessary for the treatment of the Bodily Injury, the Company shall also reimburse the additional expenses so incurred.

The Company will pay up to HK\$20,000 in respect of any one accident.

EXTRA BENEFITS (FOR ELDERLY PLAN)

1. BROKEN BONES

The maximum indemnity under this extra benefit is HK\$100,000. We will pay the Insured Person benefit in accordance with the following table if he/she suffers from Bone Fracture as a result of Bodily Injury as specified below during the Period of Insurance:

Area of Bone Fracture	% of the maximum indemnity under Broken Bones
1. Pelvis	100%
2. Heel	50%
3. Skull, Collarbone, Upper Limb, Elbow, Wrist	40%
4. Lower Jaw	30%
5. Vertebrae, Shoulder Blade, Sternum, Hand, Foot	20%
6. Upper Jaw, Cheek Bone, Nose, Ribs, Coccyx, Toes, Fingers	15%

Any payment under this extra benefit shall be deducted from the amount payable under Death Benefit and Permanent Disablement Benefit in respect of the same Bodily Injury.

This benefit shall not be payable for more than one of the above areas in respect of the same accident. Should more than one of the above areas be involved in the same accident, only the area with the highest compensation will be payable under this extra benefit.

For any area for which the compensation We have paid is less than 100% of the percentage of maximum indemnity under this extra benefit, the maximum indemnity shall be reduced by such amount of compensation paid from the date of the accident until the expiry of this Policy. Any claims made thereafter shall be calculated using the original maximum indemnity multiplied by the percentage of maximum indemnity under this extra benefit of the relevant area, but in no event shall the aggregate compensation payable exceed HK\$100,000.

In the event that 100% of the maximum indemnity is paid under Death Benefit or Permanent Disablement Benefit in respect of any one Insured Person, this Broken Bones benefit shall not be payable with regard to such Insured Person.



2. PROSTHESIS EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipts for prosthesis which is required and is recommended in writing by a qualified and Registered Medical Practitioner, Physician or surgeon if the Insured Person sustains total loss by physical severance or total and permanent loss of use of any limb for which the Permanent Disablement Benefit is payable under this Policy.

The maximum amount We will pay is up to HK\$10,000 in aggregate during the Period of Insurance under this benefit.



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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

家庭個人意外保障計劃

本中文譯本是保險單之意譯本，旨在協助您閱讀保險單之內容，本中文譯本不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。

此乃「閣下」的新保險保單，敬請與「承保表」一併詳閱，以確保「閣下」全面了解可享有的保障。為免誤解保障內容，請切記一併閱讀本保單、「承保表」與及任何背書條款。

「閣下」的需要可能會隨著時間改變，假如「閣下」需要更改保障範圍，請與「本公司」聯絡。本保單設計靈活，修改或增訂保障項目十分簡便。

本保單的運作

本「家庭個人意外保障計劃」保險單乃「閣下」與「本公司」之間的合約。本合約以「閣下」填報的投保書、聲明及資料為依據。

保障摘要

本保單保障之各「受保人」於「保險期」內可獲得的最高賠償額如下表所示，惟須受本保單條款、不承保事項與條件約束。

	小童計劃	成人計劃 A	成人計劃 B	長者計劃
第一部分: 個人意外	港幣/元	港幣/元	港幣/元	港幣/元
1 死亡	300,000	500,000	1,000,000	500,000
2 永久傷殘	300,000	500,000	1,000,000	500,000
3 醫療費用	每宗意外 20,000	每宗意外 10,000	每宗意外 20,000	每宗意外 10,000
第二部份: 個人法律責任	300,000	500,000	1,000,000	500,000
額外保障 (適用於所有計劃)				
1 無索償優惠	「死亡保障」及「永久傷殘保障」將會按年以複式計算增加 10%、累積上限為五年。			
2 嚴重燒傷保障	150,000	250,000	500,000	150,000
3 公眾假期額外保障	25,000	25,000	50,000	25,000
4 舉殯及遺體火化費用	25,000	25,000	25,000	25,000
5 創傷輔導服務費用	5,000	5,000	5,000	5,000
6 喪親輔導服務費用	5,000	5,000	5,000	5,000
7 物理治療、脊醫、跌打及針灸治療費用	2,500	2,500	2,500	2,500
8 衣服及個人物品損毀保障	每宗意外 2,000	每宗意外 2,000	每宗意外 2,000	每宗意外 2,000
9 住院現金保障	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)
額外保障 (適用於小童計劃)				
1 於學校活動時發生意外的額外保障	100,000	不適用	不適用	不適用
2 復康器材費用	10,000	不適用	不適用	不適用
3 家長假期補償	每日 200 (上限 10 日)	不適用	不適用	不適用
額外保障 (適用於成人計劃 A 及 B)				
1 雙倍賠償	不適用	上限 500,000	上限 1,000,000	不適用
2 星期五、星期六、星期日及公眾假期前夕額外賠償 (不適用於「雙倍賠償」或「公眾假期額外保障」獲得賠償)	不適用	25,000	50,000	不適用
3 意外整容手術費用	不適用	每宗意外 20,000	每宗意外 20,000	不適用
額外保障 (適用於長者計劃)				
1 骨折賠償	不適用	不適用	不適用	100,000
2 義肢安裝費用	不適用	不適用	不適用	10,000

鑒於「閣下」向「本公司」繳付所需保費，「本公司」現同意，倘於「保險期」內「受保人」蒙受「身體損傷」，「本公司」將支付予「閣下」「承保表」內訂明的賠償。如「受保人」因「身體損傷」導致身亡，「本公司」將向「承保表」內訂明的受益人支付賠償。

「我們」的服務承諾

「本公司」致力為「閣下」提供優質的服務，務求以真誠、公平和迅速的態度處理本保單承保的所有索償。如「閣下」有任何理由相信「本公司」並無遵守上述承諾，請即（以書面）通知「閣下」的保險代理或保險經紀，如「閣下」並未聘用任何保險代理或經紀，請聯絡「本公司」的業務經理，「我們」隨時樂意協助「閣下」解決任何關於保險的疑難。



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We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

重要事項 — 請細閱此保單，如需更正，請即通知本公司。

詞彙解釋

本保單內某些詞語，在文內一律如下闡釋。

意外整容手術

「受保人」於「保險期」內因蒙受「身體損傷」而直接導致面部毀容因而在醫療上必需住院並進行整容手術(復原或重整頸部以上之缺陷、缺掉或損壞面部外型或外貌)並有認可及正式「註冊醫生」、「醫生」、外科醫生在「醫院」內提供或囑咐治療服務及隨後進一步的手術。但不包括因美容的整容手術。

身體損傷

即「受保人」不論於世界任何地方，純粹因意外、外來、暴力及肉眼可見因素而非任何其他原因或任何疾病、病症、身體機能逐漸退化或精神損耗引致的身體損傷。

骨折

骨的完全斷裂。

醫院

合法設立並領取合法醫院牌照的機構，主要服務包括向傷病者提供住院護理及治療服務及：

- 備有有系統的設施以提供診斷、治療及進行主要手術；
- 由註冊護士每日二十四(24)小時提供護理服務；
- 由一位或多位「註冊醫生」監督運作；及
- 並非為一間診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或作近似用途的地方。

直系家屬

「受保人」之合法配偶，父母，合法配偶之父母，(外)祖父母，兄弟姐妹，子女，合法領養的子女，(外)孫子女或法定監護人。

受保人

「承保表」上記名並且受本保單保障之人士。

保險期

「本公司」已同意承保，而「閣下」亦已支付或已同意支付相應的保費的保障期限，並列於「承保表」內。

醫生

指在執業當地的政府醫療當局發牌在該地提供西方醫療服務，並根據其執業牌照規定及醫學訓練提供服務的合格「註冊醫生」，但不包括「閣下」、「受保人」或其家屬。

復康器材

任何由認可及正式「註冊醫生」、「醫生」、外科醫生獲准及定明為「受保人」之醫療上必需的復康醫療器材。

註冊醫生

根據香港特別行政區或意外發生後接受治療之地區法例註冊之合法西醫，但不包括「閣下」、「受保人」或其家屬。

承保表

指本保險單夾附的「承保表」。

學校

任何學術機構，包括但不限於幼稚園、小學、中學、學院或大學給予「受保人」提供任何教育課程。

閣下/投保人

列於「承保表」內的保單持有人。

我們/本公司

三井住友海上火災保險(香港)有限公司。

一般條款

「閣下」必須遵從本保單的條款或任何屬於本合約的背書條款，而遵從這些條款則是「閣下」向「本公司」提出賠償的先決條件。

- 任何重要資料的失實聲明、失實陳述或隱瞞將導致本保單失效。
- 當「閣下」獲悉任何「受保人」的就業、職業、職責或職務有變，或獲悉其他可能提高本保單索償風險的事態變化，必須立即以書面通知「本公司」。「本公司」或會要求「閣下」就上述變化繳付額外保費。除已獲得「本公司」授權人仕簽署外，任何保單或背書條款之更改均屬無效。
- 就「閣下」所知，如「受保人」有任何身體受傷或染病，「閣下」須於本保單續保前以書面通知「本公司」。
- 「本公司」不會承認任何關乎本保單的信託、押記或轉讓通知，亦不會受此等通知影響。「閣下」或「閣下」的合法個人代表收取任何賠償後，「本公司」的責任即告圓滿終止。
- 現保證小童計劃之「受保人」的年齡均界乎六(6)個月至十七(17)歲(連首尾在內)；成人計劃A或B之「受保人」的年齡均界乎十八(18)歲至五十四(54)歲(連首尾在內)及長者計劃之「受保人」的年齡均界乎五十五(55)歲至七十(70)歲(連首尾在內)。本保單可在「本公司」及「閣下」雙方同意下每年續保，惟當「保險期」完結時，「受保人」之年齡達七十(70)歲時，保單便告終止。「本公司」可決定是否接受隨後的保單續保。
- 於保單續保時，倘「受保人」已：
 - 年滿十八(18)歲，或
 - 年滿五十五(55)歲在「本公司」及「閣下」雙方同意下，根據「閣下」通知「本公司」的「受保人」的職業並在「本公司」同意提供保障，其保障計劃將會自動由「小童計劃」切換至「成人計劃A」或「成人計劃B」及「成人計劃A」或「成人計劃B」切換至「長者計劃」。
- 「本公司」可取消本保險單。「本公司」將會以掛號信形式給予「閣下」七(7)日通知取消保單，而有關通知則會寄往「閣下」最後為「本公司」知悉的地址。「閣下」將獲發還按比例計算之保費退款。

「閣下」可隨時向「本公司」發出書面通知取消保單，「本公司」將根據短期比率發還餘下「保險期」之保費。
- 本保單的條款、不承保事項及其有關修訂亦應適用於「受保人」的合法代表。
- 倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議(統稱為「爭議」)，有關「爭議」均依據現行《仲裁條例》(第341章)裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起12個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據本保單重新提出索償。
- 本保單遵從香港特別行政區之專有司法管轄權，並按香港特別行政區法律詮釋。
- 任何不是本保單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保單的任何條款。



索償條款

「閣下」、「受保人」或任何其他索償人必須遵從本保單所有適用的條款，「本公司」方會根據本保單作出賠償。

1. 「閣下」或任何一位代表「閣下」的人士，必須在「受保人」蒙受「身體損傷」當日起三十（30）日內以書面通知「我們」，提供可根據保單索償的「身體損傷」詳情。
2. 「閣下」或「受保人」或「直系家屬」須聘用「註冊醫生」，並接受此等醫生認為必要的治療。
3. 「閣下」或索償人須自費並按「我們」規定的形式向「本公司」提供所需的證書、資料及證據。
4. 「本公司」或會要求「受保人」接受進一步的身體檢查，費用將由「本公司」支付。
5. 如「受保人」身故，死亡證必須交予「本公司」查閱。「本公司」並可要求進行驗屍，所需費用將由「本公司」支付。
6. 「閣下」或「閣下」的代表不可作出任何詐騙性、虛假或誇大的索償，否則「本公司」毋須承擔本保單的賠償責任。

一般不承保事項

「本公司」不承保因以下事故直接或間接導致或引致或與其有關的身體損傷、死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，包括任何性質之後果損失，不論此等損失乃同時或以任何其他次序由任何事故或事件所引致亦然：

1. 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染。
2. 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質。
3. 任何應用原子或核子分裂，及／或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置。
4. 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外。
5. 任何化學、生物、生化或電磁武器。
6. 戰爭、侵略、外敵行動、敵對局面、交戰事件（不論正式宣戰與否）、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動。
7. 任何恐怖活動，包括但不限於：
 - 使用或以武力、暴力威脅及／或
 - 人身或財產的傷害或損害（或受到此等傷害或損害威脅），包括但不限於核子輻射及／或化學污染及／或生物劑，任何人士（人等）或團體因政治、宗教、思想形態或類似目的，透過以下方式，陳述與否，及／或令公眾或任何社會階層恐慌。
8. 採取任何行動或以任何方式控制、阻止或壓制與上述第6）或第7）條有關之行動。
9. (a) 被任何法定機關、充公收歸國有或徵用而永久或暫時喪失佔管權；
(b) 因建築物被任何人士非法佔用而永久或暫時喪失其佔管權，
但投保財產在喪失佔管權發生前或期間蒙受實際「本保單」承保之損害，則「本公司」仍需向「閣下」承擔責任。
(c) 任何公營權力機關下令銷毀財產。
10. (a) 損壞：任何電腦、其他設備、元件、系統或項件所處理、儲存、傳遞或檢取之數據或其任何部份，包括不論乃有形或無形的數據（包括但不限於任何資料、程式或軟件）的損失或破壞，亦不論是否屬於「受保人」之財產亦然，惟此等損壞乃（程式或操作員錯誤）病毒或同類機制或黑客入侵所致。
(b) 相應損失：由（程式或操作員錯誤）病毒或同類機制或黑客入侵直接或間接導致或引起。

惟本不承保條款並不適用於任何「釋定緊急事件」（釋義以下文訂明為準）嗣後導致財產損失、損毀或損害或相應損失所引起的索償，但有關係索償必須屬於「本保單」承保範圍。

釋義

茲於本不承保條款而言，「釋定緊急事件」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

病毒或同類機制

病毒或同類機制指蓄意設計以損壞、干擾或對電腦程式、數據檔案或操作造成不利影響的程式符號、程式指引或任何指引組合，不論是否涉及自行複製活動亦然。病毒或同類機制的釋義包括但不限於特洛伊木馬病毒及邏輯炸彈病毒。

黑客入侵

黑客入侵指未經授權進入任何電腦或其他設備、元件、系統或項件，以儲存、傳遞或檢取數據。

11. 乘搭飛機飛行（以付費乘客身份乘搭持牌航空公司的國內或國際班機，或乘搭領取適當牌照的包機則除外）。
12. 為空勤人員。
13. 於任何國家擔任有關軍事、治安、消防或保安職務。
14. 參與專業運動或參與任何「受保人」將會或可以賺取收入或報酬的運動。
15. 跳傘或與飛機有關的任何運動。
16. 空中滑翔。
17. 任何競賽（競步或泳賽除外）、速度比賽或耐力賽。
18. 探洞或需使用輔助工具或繩索的爬山或攀石活動。
19. 自殺、自戕或蓄意危害本身安全（企圖拯救他人性命除外）。
20. 懷孕、分娩、投保前已存在的身體上或心理上之缺陷或不全。
21. 「受保人」因服用藥物（「註冊醫生」處方藥物除外，但不包括專為戒毒而處方的藥物）影響所致之事故。
22. 「受保人」受酒精影響所致之事故（除非索償人可提供令「本公司」滿意的證據證明「受保人」並非因醉酒而導致「身體損傷」則除外）或受嗅吸溶劑影響所致之事故。
23. 打架（自衛除外）、挑釁他人攻擊導致受傷、拒捕。
24. 「閣下」或「受保人」的非法行為。

制裁限制之不承保條款

如本保單所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國或美國所作出的貿易或經濟制裁或法規，「本公司」將視其為本保單的不承保事項，因而不會承擔支付任何索償或提供任何保障的責任。

如「本公司」基於上述一般不承保事項規定而拒絕之任何索償，「閣下」必須負責證明索償的損失在本保單的保障範圍內。

特別條款

a) 失蹤

倘若「受保人」連續失蹤十二（12）個月，而有足夠證據讓「本公司」認為「受保人」已因「身體損傷」死亡，「本公司」便會假設「受保人」已經身故。於此情況下，「本公司」將履行責任支付死亡賠償。但倘在付款後「受保人」被發現仍在世，則必須向「本公司」退還有關的「死亡保障」賠償。

b) 風險

倘若「受保人」因暴露於惡劣、嚴峻或持續的天氣環境影響下蒙受「身體損傷」並於十二（12）個月內死亡或傷殘，「本公司」將視其死亡或傷殘乃「身體損傷」所致。



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Thank you for considering Sun Flower to be one of your selected intermediaries.

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第一部份 – 個人意外

如「受保人」蒙受「身體損傷」而直接導致以下傷亡情況，「本公司」將根據以下所列支付賠償：

1. 死亡 「承保表」訂明的賠償額的 100%
 2. 下列永久傷殘情況 根據「承保表」訂明的賠償額按以下比例支付
- | | 比例 |
|---|------|
| 1. 完全永久傷殘，不能從事任何工作或職業 | 100% |
| 2. 完全及永久喪失一目或雙目視力 | |
| 3. 喪失以下肢體或完全永久喪失其功能：- | |
| a) 身體任何一肢或兩肢 | |
| b) 一手或兩手 | |
| c) 肘部以上的臂部 | |
| d) 肘部或以下的臂部 | |
| e) 膝蓋以上的大腿 | |
| f) 膝蓋或以下的小腿 | |
| 4. 完全永久神經失常 | |
| 5. 所有肢體完全及永久癱瘓 | |
| 6. 喪失以下肢體或完全及永久喪失其功能：- | |
| a) 單手之姆指及四指 | 70% |
| b) 單手之四指 | 45% |
| c) 姆指（兩節） | 25% |
| d) 姆指（一節） | 10% |
| e) 食指（三節） | 15% |
| f) 食指（兩節） | 8% |
| g) 食指（一節） | 4% |
| h) 其他每隻手指（三節） | 10% |
| i) 其他每隻手指（兩節） | 4% |
| j) 其他每隻手指（一節） | 2% |
| k) 單足所有腳趾 | 17% |
| l) 大腳趾（兩節） | 5% |
| m) 大腳趾（一節） | 2% |
| n) 任何其他腳趾 | 3% |
| 7. 完全及永久喪失：- | |
| a) 兩耳聽覺 | 75% |
| b) 單耳聽覺 | 25% |
| c) 說話能力 | 60% |
| 8. 任何不在上列的永久傷殘（喪失味覺或嗅覺除外）： | |
| - 賠償比例由「本公司」根據顧問評估意見釐定符合上列比例準則的賠償，但於任何情況下，均不會以「受保人」的就業情況或職業作為賠償的依據。 | |

年齡限制條款：所有「受保人」的年齡必須介乎六（6）個月至七十（70）歲（連首尾在內）。

3. 醫療費用

「受保人」蒙受「身體損傷」後連續十二（12）個月內的必要醫療、外科手術、住院、療養院及看護料理開支或費用。但所有此等款項必須為聘用認可及正式「註冊醫生」、「醫生」、外科醫生或護士提供醫護服務及/或遵照正式「註冊醫生」、「醫生」或外科醫生指示入住醫院所招致的合理及必需專業服務開支及費用。

「本公司」的最高賠償額為「承保表」訂明就單一事件支付的「醫療費用保障」限額。如「受保人」因遇劫而蒙受「身體損傷」，本項保障的限額將自動增加一倍。

任何一名受保人的保障限額

1. 「死亡保障」之賠償

- a) 除非「受保人」在蒙受「身體損傷」後十二（12）個月內死亡，否則「本公司」將不會支付「死亡保障」賠償；
- b) 如「本公司」已就同一宗「身體損傷」事件支付「永久傷殘保障」，便不會另行支付「死亡保障」。然而倘「本公司」支付任何「永久傷殘保障」後，「受保人」在事發後十二（12）個月內純粹因同一宗「身體損傷」死亡，而「死亡保障」金額高於已支付的「永久傷殘保障」，「本公司」則會支付兩者的差額。

2. 「永久傷殘保障」之賠償

- a) 除非「受保人」向「本公司」提供合符要求之證據，證明於「身體損傷」後十二（12）個月內一直傷殘，並在「受保人」的餘生亦應會繼續傷殘，否則「本公司」不會支付「永久傷殘」保障賠償；
 - b) 如「受保人」的身體有兩項上表所列的永久傷殘情況，而其中一項乃屬於另一項之肢體部份，「本公司」將只會就賠償額較高的一項作出賠償；
 - c) 「本公司」向任何一名「受保人」所支付的「永久傷殘保障」，最高賠償總額不得超過「承保表」所訂明的賠償額的 100%。
3. 倘若本保單承保的醫療費用另有其他保險承保，「本公司」只會支付超出其他保險賠償額的溢額。

有關「承保表」上所訂明的各項保障，除非「本公司」另行同意，否則「本公司」將待至保障金額確定及協定後，方會支付一筆整付賠償。

第二部份 – 個人法律責任

「本公司」將會就「閣下」及「受保人」於「保險期」內在香港特別行政區內因意外引致：

- i) 他人死亡或身體受傷；
- ii) 他人財物損失或損毀。

於法律上必須承擔的賠償責任。

就每一事故、由同一源頭或原因引致的一連串事故以致於整段「保險期」，每名「受保人」於本節的最高賠償額不應超過保障項目表所載的最高金額，此金額亦包括經「本公司」書面同意支付的訴訟費用包括經由法院判決「受保人」須支付訴訟人的賠償及訴訟費用。

不承保事項

本部份將不承保：

- 1) 任何滲漏、污染或沾污物直接或間接引起的人身損害或身體損傷，或財物損失、損毀或喪失其用途。
- 2) 搬運、清除或清理滲漏、污染物或沾污物費用。
- 3) 罰款、刑罰、處分或懲戒性損失。
- 4) 任何因以下各項情況導致的責任：
 - i) 「受保人」或「受保人」家庭成員」或任何為「受保人」服務人士的死亡或身體受傷。
 - ii) 「受保人」或「受保人」家庭成員」或任何為「受保人」服務人士擁有、保管或控制的財物損失或損毀。
 - iii) 「受保人」從事的任何商業事務、交易、專業工作或職業。
 - iv) 「受保人」擁有、佔用或使用任何的土地，大廈或建築物。
 - v) 「受保人」擁有、使用或管有任何動物（家養狗隻或貓隻除外）、槍支、任何類別的機動車輛、船隻或飛機。
- 5) 任何由協議支付賠償或其他款項（除非即使不訂立協議，有關責任亦會存在）；
- 6) 任何透過互聯網、內聯網、企業互聯網及/或透過「受保人」的網站、互聯網網站、網址進行之活動及/或業務及/或交易，及/或透過電子方式傳送之電子郵件或文件所引起的任何索償或損失。
- 7) 任何因以下各項引致、直接或間接導致或有關的索償：
 - a) 石棉；或
 - b) 任何涉及石棉的使用、存在、出現、發現、清除、消除，又或因避免石棉、接觸石棉或可能接觸石棉所導致的實際或聲稱身體損傷或損毀。
- 8) 任何於初審時非由香港特別行政區司法管轄權的法庭循法律途徑移送或取得的裁決的有關的責任；或有關在香港特別行政區內索償人可由「受保人」取回的訴訟費。
- 9) 任何因「受保人」或「受保人」的代表人士蓄意、惡意或違法導致的行為。

如「本公司」基於上述一般不承保事項規定而拒絕之任何索償，「閣下」/「受保人」必須負責證明索償的損失在本保單的保障範圍內。



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特別條款 (第二部份適用)

- 當「閣下」、「受保人」或「閣下」的代表人士得悉下列事項：
 - 意外；或
 - 索償；或
 - 將會有的訴訟；或
 - 訴訟。應立即以書面通知「本公司」。
- 就任何索償，未經「本公司」書面同意，「閣下」或「受保人」不可承認或否認責任、談判、提出或應允付款。「本公司」可全權酌情接手續理事件，並以「閣下」或「受保人」名義抗辯、解決或處理任何索償。「閣下」或「受保人」須提供「本公司」不時所需的資料及協助。
- 如「閣下」/「受保人」提出任何索償時，已有任何其他保險為「閣下」或「受保人」提供賠償，「本公司」將不會按本保單的比例分擔任何損失。按保單的責任限制，「本公司」只會支付到目前為止沒有任何其他保險賠償的金額。
- 「本公司」可就「閣下」根據一宗事件提出的一宗或多宗索償支付最高賠償額(但須扣除已因上述i)或ii)所支付的賠償款項)，或足以解決索償的較低金額。及後，除在付款前辦理索償所招致的訴訟開支及費用外，「本公司」毋須再就此等索償履行任何賠償責任。

額外保障 (適用於所有計劃)

1. 無索償優惠

如「受保人」於過去一年內沒有根據本保單作出任何索償，「死亡保障」及「永久傷殘保障」的保障金額會按年以複式計算增加 10%，累積增值至五 (5) 年為止。

如「受保人」因任何事故不需要本保單的保障增值，「本公司」恕不因此退還任何保費。

如「受保人」在「保險期」內作出索償，所享有之無索償優惠將會於本保單續保時扣減至零。

如「受保人」於續保時因年滿而需切換計劃(由「小童計劃」至「成人計劃 A」/「成人計劃 B」或「成人計劃 A」/「成人計劃 B」至「長者計劃」)，「受保人」將可以繼續享有所有累積之「無索償優惠」保障金額的百分比。

2. 嚴重燒傷保障

如「受保人」於「保險期」內意外燒傷達三級程度，「本公司」將會根據下表所列作出賠償：

身體燒傷部位	三級燒傷部份佔身體表面總面積	可獲此項保障最高賠償額百分比
頭部	8% 或以上	100%
	5% 或以上	75%
	2% 或以上	50%
頭部以外部位	20% 或以上	100%
	15% 或以上	75%
	10% 或以上	50%

此項保障一經賠償，「受保人」於「死亡保障」及「永久傷殘保障」中就同一「身體損傷」所享有的最高賠償額將相應遞減。

此項保障不會就同一意外中多於一個以上身體部份受傷而作出賠償。若於同一意外中多於一個以上所列之身體部份受傷，「本公司」則只會以賠償額最高之部份作出賠償。

若「本公司」就任何一個身體燒傷部份所支付的賠償少於此項保障最高賠償額之 100%，由意外發生引致「身體損傷」當日起計算，已支付的賠償金額將會於此項保障的最高賠償額中扣減，直至本保單到期日為止。此後任何索償，將仍以原有的最高賠償額乘以有關燒傷部份的最高賠償額百分比計算。惟此項保障的總賠償額不得超過「保障摘要」所訂明的最高賠償額之 100%。

若任何一名「受保人」已於「死亡保障」或「永久傷殘保障」中獲得百分之百最高賠償額，則該「受保人」將不能再於此額外保障中得到任何賠償。

3. 公眾假期額外賠償

如「受保人」於《公眾假期條例》(第 149 章) 所訂的「b」至「r」公眾假期期間意外受傷，則本保單就「死亡保障」及「永久傷殘保障」所作出的賠償將額外增加港幣 2,500 元 (適用於「小童計劃」、「成人計劃 A」及「長者計劃」) 及港幣 5,000 元 (適用於「成人計劃 B」)。

若「受保人」已就同一意外獲發「雙倍賠償」，則該「受保人」將不能於此「公眾假期額外賠償」保障中得到任何賠償。

4. 舉殯及遺體火化費用

如「受保人」因本保單所承保之意外事故死亡，「本公司」將會支付因「受保人」死亡所導致的必需及合理的舉殯及遺體火化費用 (扣除一切可遁其他途徑索償之款項)，最高總賠償額為港幣 25,000 元，惟必須提供由香港認可承辦商發出及有收據可依的賬項文件。

5. 創傷輔導服務費用

如「受保人」因意外受傷獲本保單賠償，並同時直接因該意外受傷而被「醫生」診斷罹患創傷壓力症，因而需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療服務，則「本公司」將根據所出示之有關收據，支付由「受保人」意外受傷日期起計六 (6) 個月內就以上輔導治療服務而實際引致的必需及合理的醫療費用或開支。於「保險期」內，本保障的最高賠償額為港幣 5,000 元。

6. 喪親輔導服務費用

如「受保人」的「直系家屬」因「受保人」意外死亡獲本保單賠償，並同時直接因該意外死亡而被「醫生」診斷罹患抑鬱症，並需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療服務，則「本公司」將根據所出示之有關收據，支付由「受保人」意外死亡日期起計六個月內就以上輔導治療服務而實際引致的必需及合理的醫療費用或開支。於「保險期」內，本保障的最高賠償額為港幣 5,000 元。

若「本公司」已就同一意外支付「創傷輔導服務費用」，則將不會就以上「哀傷輔導服務費用」作出賠償。

7. 物理治療、脊醫、跌打及針灸治療費用

本保單保障「受保人」因「身體損傷」而招致的必要及合理的物理治療、脊醫治療、跌打及針灸治療費用，但「受保人」必須出示註冊物理治療師、註冊脊醫、或根據《中醫藥條例》(香港法例第 549 章) 註冊之跌打或針灸治療師 (但不得為「閣下」，「受保人」或其家屬) 所發出的收據以作證明，而每年最高賠償總額則為港幣 2,500 元。

「本公司」將不會支付：

- 多於港幣 150 元之每次跌打及針灸治療費用；
- 多於港幣 500 元之每次物理及脊醫治療費用；
- 及每日多於一次之治療費用

8. 衣服及個人物品損毀保障

若「受保人」的衣服及/或個人物品於「受保人」招致「身體損傷」的同一意外中損毀，而「受保人」亦能於本保單之醫療費用保障中獲得賠償，「本公司」則將會同時支付有關的衣服及個人物品損失 (但只限「受保人」無法從其他途徑追討的損失)，每宗意外最高賠償額為港幣 2,000 元。

9. 住院現金保障

若「受保人」因「身體損傷」而需入住「醫院」接受治療，「本公司」將按「受保人」的住院期向「受保人」支付「保障摘要」所訂明的每週住院現金保障，最長賠償期不超過五十二 (52) 星期。

此項額外保障的現金賠償乃按「受保人」每一整週住院計算。如有不足一整週者，則按比例就每一整日住院計算。

額外保障 (適用於小童計劃)

1. 於學校活動時發生意外的額外賠償

如「受保人」於「學校」內或於「學校」舉辦之正式活動，包括但不限於體育活動、實地考察和實驗室進行的活動，而招致「身體損傷」，「承保表」訂明的「死亡保障」或「永久傷殘保障」的賠償額將會額外增加港幣 100,000 元。

此額外保障的生效期由「受保人」乘搭的「公共交通工具」或由「受保人」父母駕駛私家車離開居所直接到達指定集合地點或於「學校」舉辦之活動集合時間之兩(2)小時前，(兩者以較遲為準)至活動完結「受保人」乘搭的「公共交通工具」或由「受保人」父母駕駛私家車離開活動地點抵達居所或「學校」舉辦之活動結束或解散後兩(2)小時，兩者以較早為準。

2. 復康器材費用

如「受保人」蒙受的「身體損傷」並就有關保單承保事項獲得賠償，「本公司」將根據所出示之有關收據伸延保障事項並支付合理及必需的「復康器材」費用。此費用原為「醫療費用」不保項目。此額外保障最高賠償額為每件、每套、每組「復康器材」港幣 2,000 元，惟「保險期」內最高總賠償額為港幣 10,000 元。

3. 家長假期補償

如「受保人」因「身體損傷」而需入住「醫院」接受治療，而事次治療列為此保單「醫療費用」之承保事項並獲得賠償，倘若「受保人」父母之其中一位因照顧「受保人」而需向受僱公司請假，「本公司」將支付每日港幣 200 作為補償。

此額外保障並不適用於以下情況：

- 申請索償此保障之「受保人」父/母的職業為家庭主婦、退休人士、待業人士、自願人士或其職業在「受保人」招致「身體損傷」意外發生時不受任何僱傭合約約束。
- 「受保人」住院之首兩(2)天。
- 「受保人」之父/母不能提供由僱主所發出之請假證明正本。

額外保障 (適用於成人計劃)

1. 雙倍賠償

如「受保人」於下列情況下招致「身體損傷」導致死亡，「承保表」訂明的「死亡保障」賠償額便會增加一倍或港幣 1,000,000 元(兩者以較低為準)：

- 乘坐任何公眾人士均可以付費乘客身份登上的公共交通工具，包括多引擎飛機、巴士、公共客車、鐵路列車、電車、船、氣墊船、渡輪及計程車，該公共交通工具須由持有合法牌照之公司營運，任何以特約承包形式運載或用作私人運輸用途的交通工具均不在承保之列；或
- 在劫案或企圖搶劫事件中成為無辜受害者；或
- 「受保人」在其住所所屬的住宅大廈的火警或爆炸中成為無辜受害者。

此項額外保障的賠償只以最初「承保表」訂明的保障限額為計算基礎，並不包括任何後來累積的「無索償優惠」。

2. 星期五、六、日或公眾假期前夕額外賠償

如「受保人」於星期五、六、日或《公眾假期條例》(第 149 章)所訂的公眾假期前夕意外受傷，則本保單就「死亡保障」及「永久傷殘保障」所作出的賠償將額外增加港幣 25,000 元(適用於「成人計劃 A」)及港幣 50,000 元(適用於「成人計劃 B」)。

若「受保人」已就同一意外獲發「雙倍賠償」或「公眾假期額外賠償」，則該「受保人」將不能於此額外保障中得到任何賠償。

3. 「意外整容手術」費用

「本公司」將會支付「受保人」於意外受傷後連續十二個月內於香港進行的「意外整容手術」所需的合理及慣性的醫療、手術、住院費用或開支。

如因治療「身體損傷」而需作進一步的整容手術，本公司亦將會支付有關的額外開支。

本保障就每次意外的最高賠償額為港幣 20,000 元。

額外保障 (適用於長者計劃)

1. 骨折賠償

此額外保障的最高賠償額為港幣 100,000 元。如「受保人」於「保險期」內因意外受傷而引致「骨折」，則「本公司」將會按下表所列作出賠償：

骨折位置	可獲此項保障最高賠償額百分比
1. 盤骨	100%
2. 腳跟	50%
3. 頭骨, 鎖骨, 上肢, 手肘, 腰	40%
4. 下顎	30%
5. 脊椎骨, 肩胛骨, 胸骨, 手, 腳	20%
6. 上顎, 頰骨, 鼻, 肋骨, 尾骨, 腳指, 手指	15%

此項保障一經賠償，「受保人」於「死亡保障」及「永久傷殘保障」中就同一「身體損傷」所享有的最高賠償額將相應遞減。

此項保障不會就同一意外中多於一個以上身體部份受傷而作出賠償。若於同一意外中多於一個以上所列之身體部份受傷，「本公司」則只會以賠償額最高之部份作出賠償。

若「本公司」就任何一個身體受傷部份所支付的賠償少於此項保障最高賠償額之 100%，由意外發生當日起計算，已支付的賠償金額將會於此項保障的最高賠償額中扣減，直至本保單到期日為止。此後任何索償，將仍以原有的最高賠償額乘以有關受傷部份的最高賠償額百分比計算。惟此保障的最高賠償總額不得超過港幣 100,000 元。

若任何一名「受保人」已於「死亡保障」或「永久傷殘保障」中獲得 100% 最高賠償額，則該「受保人」將不能再於此額外保障中得到任何賠償。

2. 義肢安裝費用

如「受保人」因意外受傷而完全喪失任何肢體或完全喪失任何肢體之功能，並經合資格的「註冊醫生」、「醫生」或外科醫生以書面確認需要安裝義肢，則「本公司」將支付有關的實際必需及合理之費用。惟「受保人」必先已就以上意外受傷獲發本保單「永久傷殘保障」之賠償及出示有關的收費單據以茲索償。

於「保險期」內，本保障的最高賠償額為港幣 10,000 元。



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Thank you for considering Sun Flower to be one of your selected intermediaries.
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

PRIVACY POLICY

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at www.msig.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full Name:	
Contact Number:	
HKID Number:	<i>(for identification purpose)</i>
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 www.msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“dpo@hk.msig-asia.com”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。