

China Taiping Insurance (HK) Company Limited

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# 人身平安險保險單

#### PERSONAL ACCIDENT INSURANCE POLICY

茲根據被保險人填具之要保暨聲明書,並鑒於被保險人已給付或同意給付保費,特出立本人身平安險保險單。被保險人同意該要保暨聲明書作為訂立本 保險契約的基礎並視作本保險的組成部分。

在本保險單有效期間內·如被保險人發生確屬本保險單應負責的外來明顯意外事故所致之體殘或身故·本公司當按照後開保險條款或批文及賠償責任的 規定,依照本保險單內所載賠償金額表所規定的金額賠償給被保險人或其指定的受益人。

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if at any time during the period of insurance stated in this Policy hereto the Insured sustains any bodily injury caused directly and solely by accidental, external and visible means, then the Company will subject to the Terms and Conditions contained herein or endorsed hereon pay to the Insured, or in the event of the death of the Insured to his/her appointed Beneficiary, the benefits specified in the Schedule of Benefits.

凡直接或間接由於下列任何原因所致的身故或傷殘皆不在本保單承保範圍以內,本保險單概不負責;

- 戰爭、類似戰爭的行動、恐怖活動及有關一切風險、內戰、叛變、罷工、暴動,或由於核子武器,核子游離輻射,核子燃料或其燃燒後產生的廢 料所致輻射能的沾染。上述核子燃燒包括自發的核子分裂在內。
- 2. 疾病、傳染病或非因意外事故而進行內外科治療手術而致的體殘、身故。
- 被保險人自願招惹不必要之危險(為企圖拯救別人之生命則除外)、因被保險人的挑釁或故意行為而導致的打鬥、被襲擊、自殺、自加傷害、毆鬥或 3. 因觸犯刑章的不法行為,或因酒醉、服用藥物或精神錯亂。
- 遭遇望宝。 4
- 打獵、攀山(指需要利用繩索或誘導繩為輔助工具者),滑雪、滑水、潛水、冬季運動、參加各種競賽或職業運動。 5
- 從事軍警工作當執行職務時所引致的傷殘或身故。
- 由於懷孕、分娩、難產或因此而引致的傷殘、身故。 7
- 被保險人因本身存在的缺陷或病症而遭受之身故或體殘,而此病症或缺陷未有事先填報或得本公司同意承保的。 8
- 被保險人從事空中飛行工作(以旅客身份乘搭由航空公司或註冊商業公司擁有和控制的註冊航班機除外)。
- 制裁限制及除外條款

只要本公司所提供的保障、索償的賠付或所給予的利益使本公司存在違反聯合國決議、歐盟、英國或美國的貿易或經濟制裁、法律或條例下實施 的任何制裁、禁止或限制的風險,本公司不會被視為提供保障,亦不負責賠付索償或不依此給予利益。

#### **EXCEPTIONS**

This Policy does not cover death or disablement directly or indirectly resulting from or consequent upon:-

- War, hostilities or warlike operations, loss or damage from Act of Terrorism, civil war, rebellion, strikes, riots or caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 2. Illness, infectious disease or by medical or surgical treatment (other than treatment required on account of an accident covered by this Policy).
- The Insured willfully exposing himself to needless peril (except in an attempt to save human life), fighting, attack resulting from provocation or deliberate act 3 of Insured or the Insured committing or attempting to commit suicide or self-injury or fighting or any criminal or felonious act, or caused whilst the Insured is by intoxication, drugs or insanity.
- 4 The Insured suffering injury by encountering murder.
- The Insured engaging in hunting, mountaineering necessitating ropes or guides, skating, water ski-ing, diving, winter sports, racing of any kind or professional 5
- 6. In case of the Insured engaging service in the force or police.
- Pregnancy, childbirth, dystocia or the result or consequence thereof.
- The Insured suffering from any Pre-Existing physical defect or infirmity which had not been declared to and accepted by the Company. 8
- The Insured engaging in air travel, except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or 9 owned and operated by a commercial concern.
- 10 Sanction Limitation and Exclusion Clause
  - The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to the risk of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 基本條款

被保險人所簽署的要保書,是本公司簽發保險單的根據,也是本保險單的組成部分,因此,正確據實填報,是本公司履行賠償責任的先決條件。 1

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如有偽報虛報或提供偽證等情況、本保險單即行失效。

- 2. 在保險有效期內·被保險人遭受確因本保險單應負責任的意外傷殘或身故·經本公司查驗屬實·根據不同傷害程度·按後開賠償金額表所訂百分率·給予賠償。
- 3. 被保險人如變換職業,遷移地址或更改受益人,應即以書面通知本公司。
- 4. 被保險人在保險有效期內、發生意外傷害、須在三十天內以書面通知本公司。被保險人如意外身故、其受益人須即以書面通知本公司。被保險人或其受益人必須履行此一規定、才有索賠權利。
- 5. 被保險人或其受益人索賠時·須向本公司提供足以證明意外傷殘或身故之證據·該項提供證據之費用由被保險人(或其受益人)自己負擔。
- 6. 所有由於本保險單所引起的爭議·應交付公斷人決定之·該公斷人由爭議雙方以書面選定之。如雙方對該一被選之公斷人不能同意時,則每方可於對方書面請求後一個月內各選一人為公斷人決定之。如二位公斷人對該項爭議不能取得一致意見時,則應於公斷未開始前,由該二位公斷人以書面選定第三公斷人參與公斷程序,並任為仲裁人。在公斷人未作出公斷書之前,被保險人不得對本公司起訴。
- 7. 本公司拒絕被保險人(或其受益人)的賠償請求後·如被保險人(或其受益人)在十二個月內未按照上述第六項規定要求仲裁·則作為已放棄索賠權論· 此後·不能再行取得賠償。
- 8. 本公司可於七天內通知被保險人取消此保險單,並以掛號方式將通知信郵寄致被保險人最後登記之地址,本公司將被保險人所繳交之保險費扣除以承保日期比例計算之保費退還;而被保險人亦可於七天內以書面通知本公司取消此保單(被保險人於此保單承保日內必須無任何賠償記錄,而此保險單需於取消生效日前交回本公司),被保險人方可收取有關之退費,其未到期保費將按下列退費表辦理。

保單保障期	退費(年保費百分比)	
1 個月	80%	
2 個月	70%	
3 個月	60%	
4 個月	50%	
5 個月	40%	
6 個月	30%	
7 個月	20%	
8 個月或以上	0%	

9. 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。

#### CONDITIONS

- 1. The written application which the Insured has made and declared being the basis of issuing this Policy must be true and correct. If any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then this Policy shall be void.
- 2. In the event of the Insured shall sustain bodily injury caused by accident during the period of insurance, the Company will subject to the terms and conditions as stated in this Policy agree to pay to the Insured the benefits according to the schedule of benefits set forth in the following Schedule.
- 3. The Insured shall give immediate written notice to the Company of any change of occupation, address or his beneficiary.
- 4. Upon the happening of any accident during the period of insurance likely to give rise to a claim under this Policy, the Insured shall give written notice to the Company within 30 days after the happening of such accident. In the event of the death of the Insured prompt notice shall be given to the Company by his/her beneficiary. No claim shall be payable unless the provisions of this Article are fulfilled by the Insured or his/her beneficiary.
- 5. In the event of claim being made or arising from this Policy the Insured or his/her beneficiary shall furnish the Company with all certificates, information and evidence required by the Company at the expense of the claimant.
- 6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
- 7. If the Company shall disclaim liability to the Insured (or his/her beneficiary) for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaim have been referred to arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 8. The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his/her last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Schedule of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated as the following table for the period the Policy has been in force.

Policy Cover Within	Return Premium (Percentage of Annual Premium)	
1 month	80%	
2 months	70%	
3 months	60%	
4 months	50%	
5 months	40%	
6 months	30%	
7 months	20%	
8 months or Over	0%	

 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.



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#### 賠償金額表 The Schedule of Benefits

項目 ITEM	傷害程度 INJURY	賠償的利益 BENEFITS
1.	身故 (失蹤不能作為意外身故,但因乘坐飛機或船隻失事而致完全滅失的不在此限) Death (Accidental Death shall not in any way be presumed by reason of disappearance of the Insured except in the event of the total loss by wreck of the ship or aircraft on which the Insured was travelling.)	保額的 100% 100% of the principal sum
2.	全身癱殘 (必須終身臥床或永久喪失工作能力) Total paralysis (resulting in being permanently bedridden or permanent disablement from engaging in or giving attention to profession or occupation)	保額的 100% 100% of the principal sum
3.	喪失兩肢(指自手腕或足踝關節以上之分離喪失)或雙目失明、或喪失一肢及一目失明 Loss of two limbs (Actual physical severance through or above wrist or ankle joints), or total and irrecoverable loss of sight of both eyes, or loss of one Limb and total and irrecoverable loss of sight of one eye.	保額的 100% 100% of the principal sum
4.	喪失一肢或一目失明 Loss of either one limb or sight of either one eye	保額的 50% 50% of the principal sum
5.	ee要要求的。 ees the state of the s	保額的 40% 40% of the principal sum 保額的 2.5%
	Loss of thumb (both phalanges) (3) 喪失拇指一節或食指全部 Loss of thumb (1 phalanx) or index finger (3 phalanges) (4) 喪失食指一節或二節或中指全部	25% of the principal sum 保額的 10% 10% of the principal sum 保額的 6%
	Loss of index finger (1 or 2 phalanges), or middle finger (3 phalanges) (5) 喪失中指一節或二節,或無名指、小指全部	6% of the principal sum 保額的 3%
	Loss of middle finger (1 or 2 phalanges), or ring finger (3 phalanges), or little finger (3 phalanges)  (6) 喪失無名指、小指一節或二節  Loss of ring finger (1 or 2 phalanges), or little finger (1 or 2 phalanges)	3% of the principal sum 保額的 1% 1% of the principal sum
	(7) 喪失足趾全部 Loss of all toes (8) 喪失大趾全部	保額的 15% 15% of the principal sum 保額的 5%
	Loss of toe - great (both phalanges) (9) 喪失大趾一節或其他任何一趾的全部	5% of the principal sum 保額的 2%
	Loss of toe - great (one phalanx) or any other toes (two phalanges)  喪失大趾以外任何一趾的一節  Loss of toe - any other than great (one phalanx)	2% of the principal sum 保額的 1% 1% of the principal sum
6.	耳聾、斷骨 Deafness, fracture of bones	照註冊醫生鑑定的百分率 Such proportion to be assessed by registere doctor
7.	停工賠款:因傷完全不能工作,經註冊醫生證明,在其不能工作期內 Disablement from engaging in or attending to the Insured's business or occupation of any and every kind.	按每週賠償保額賠付 According to the Weekly Indemnity Amour

#### 規約:本表內賠款按下列規約辦理:-

#### **PROVISOES**

- 1. 除經特別同意外·若被保險人之年齡小於十六歲(以出生日期為定)或超過六十五歲(以出生日期為定)者·本保險單則會拒絕被保險人之素償。 No Claim will be paid if the Insured is under 16<sup>th</sup> or over 65<sup>th</sup> birthdays, unless specially agreed.
- 2. 在本保險有效期內·不論發生一次或多次賠償·保險公司最高賠償責任·以不超過保險金額為限。
  - The total liability of the Company in respect of any claim or claims accumulated shall not exceed the total amount insured.
- 3. 表列第一項身故必須在意外事故發生之日起 12 個月內造成者。
  - Under Item 1, Death must occur within 12 calendar months from the date of accident.
- 4. 除第七項外,被保險人不得因遭受一次意外,而獲得表列一項以上的賠款金額,只表列第五項內的可同時兼得,但該項最高賠款不得超過保額的百分之五十。(損失必須在意外事故發生之日起 180 天內造成者)
  - The Insured shall not be entitled to compensation under more than one of the Items in the Schedule in respect of any one accident with the exception of Item 7. The maximum payment of compensation under Item 5 shall not exceed 50% of the Principal Sum. (Losses must occur within 180 days from the date of accident.)
- 5. 表列第七項停工賠款、最長不得超過五十二週、及須在意外事故發生之日起九十天內開始。
  - Under Item 7 no compensation shall be payable in respect of any one injury for more than 52 weeks from the commencement of the disablement, and the loss must occur within 90 days from the date of accident.



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#### ENDORSEMENT SO FAR AS APPLICABLE

#### MEDICAL BENEFIT ENDORSEMENT

 In consideration of the additional premium paid hereon, and subject to the terms, conditions and exclusions of this Policy, it is hereby agreed that this Policy shall extend to include the Medical Benefit as stipulated below:

If as a direct result of the injury described in the Policy, the Insured is necessitated to be under medical treatment, this Company shall pay to the Insured as Medical Benefit the following actual expenses incurred and paid to the registered medical practitioner for medical treatment; however, no Medical Benefit shall be payable in respect of the expenses incurred after the lapse of 365 days from the date of the accident:

- (a) doctor's examination expenses, treatment expenses and surgical operation expenses;
- b) expenses of medicaments, medical treatment materials and rental charge of medical apparatuses, used in a treatment by a doctor or in accordance with his prescription;
- (c) X-Ray examination fee and other various examination fees, and operating room charge;
- (d) Professional nursing expenses;
- (e) Hospital or clinic expenses for hospitalization;
- (f) Hotel room charge, but only in case an injury is of such degree as to require medical treatment in hospital, if the Insured is confined to his hotel room under care of a legally qualified doctor on account of a hospital being too far away or no bed being available in a hospital or other unavoidable circumstances;
- (g) Expenses for emergency transportation from a place where an injury occurred to a hospital or clinic for emergency treatment;
- (h) Expenses for transportation to other hospital or clinic (including expenses of a doctor or nurse who is required to accompany the Insured for medical treatment) because there is no medical specialist in hospital or clinic or due to difficulty of receiving of medical treatment in the hospital or clinic.
- 2. The payment of Medical Benefit described in paragraph 1 shall be limited to the amount of limit of medical expenses specified in the Policy in respect of the injury for any one accident.
- In respect of the payment of Medical Benefit described in paragraph 1, if there is any other insurances under which medical expenses are payable, this Company shall pay in such proportion as the amount of limit of medical expenses under this Policy bears to the aggregate sum of limits of medical expenses under all Policies.
- 4. All sums which may from time to time be paid to the Insured in respect of each accident during the period of insurance shall be accounted in diminution of the amount of limit of Medical Benefit, so that the total amount payable by the Company shall not in any period of insurance exceed the limit of Medical Benefit.

#### ENDORSEMENT NO. W.1

This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of woodworking machinery driven by steam, gas, water electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include lathes, fret-saws, boring machines, sanding machines; or mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.

#### ENDORSEMENT NO. W.8

This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of machinery driven by steam, gas, water, electricity or other mechanical power.

#### **ENDORSEMENT NO. W.24**

This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of machinery for cutting or pressing metal or plastic.

#### ENDORSEMENT NO. W.32

This Policy does not indemnify the Insured in respect of any claim arising in connexion with work at a height exceeding 30 feet above ground or floor level.

#### ENDORSEMENT NO. PA1

It is hereby noted and agreed that the medical expenses/benefit is extended to cover Medical or Surgical Treatment given or prescribed by Bonesetters subject to the maximum limit of HK\$500.00 per person in respect of any one accident.

#### ENDORSEMENT NO. PA2

It is hereby noted that the medical expenses/benefit is extended to cover Medical or Surgical Treatment given or prescribed by doctor of Chiropractic or Physiotherapy given by physiotherapist subject to the maximum limit of HK\$1,000.00 per person in respect of any one accident.

#### TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act Of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. It is also agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, liability, cost or expense directly or indirectly arising out of

- (a) Biological or chemical contamination
- (b) Missiles, bombs, grenades, explosives

due to any Act of Terrorism.

For the purpose of this Clause:

- 1. An "Act Of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- 2. A "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This Policy also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act Of Terrorism.

If the Company alleges that due to this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### MASS DESTRUCTION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy shall exclude any loss as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed of combined.

For the purpose of this Clause:

- (i) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable or causing incapacitating disablement or death amongst people or animals.
- (ii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iii) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## 24 小時全球緊急支援服務 熱線: (852) 2861 9283

#### 海外緊急援助服務條款

本緊急救援服務條款乃由國際救援(亞洲)公司(以下稱為"國際救援")發出及有關服務只提供本保險單「承保表」內列明之「被保險人」。

#### 第一章 定義

「接動事故」 意指在有效期及限制章節內列明的地域範圍內,導致「被保險人」急쫆國際緊急支援服務的意外或急病事故。

「**念外傷害」**意指「被保險人」因暴力、意外、外來因素及可見之事故所直接單獨引致之身 跨傷家。

「親人」意指配偶、子女、兄弟、姊妹、父或母,及姻親父母。

「貨幣」意指香港之合法貨幣。

「**緊急情况」** 意指「被保險人」因意外傷害或急病所致無法防止且急需外來援助之嚴重情況 或災難。

「急病」意指不可預期之病症。

「原居地」 意指香港特別行政區(除非在投保申請書上另有列明)。

## 第二章 有效期及限制

#### 2.1 有效期

以下之服務在本保險單有效期內生效。

#### 2.2 地區及時間限制

以下之服務只適用於「被保險人」的原居地以外之地區所發生之緊急情況。而該旅程大數下多於 90 天。

#### 第三章 緊急醫療援助服務及保障

如「被保險人」在原居地以外地方旅行或公幹時因意外嚴重受傷或患上急病,或期間需要醫療、 法律、行程折回之緊急服務,而該旅程或公幹並非在罔顧醫療人員的動止下進行,或 / 及該旅程或公幹並非為接受或尋求海外醫療或手術治療,則「被保險人」或其代表可致電國際救援的 緊急中心要求提供下列服務及保障。任何有關援助服務的費用將由國際救援直接支付,而任何 「被保險人」自行支付之有關費用,將不會獲發票。

#### 3.1 電話醫療建議、評估及轉介約見

當需要醫療建議,「被保險人」可致電國際救援的緊急中心詢問當值醫生醫療建議及評估,但該項電話服務只作為參考用途。若有需要可轉介至合適的醫生或國際救援可代為預約醫生,若「被保險人」不適宜走動,國際救援可安排醫生上門出診。但有關之醫療費用需由「被保險人」自行支付,亦不會獲國際救援發還。

#### 3.2 緊急護送

若「被保險人」身體受傷或患上急病,而國際救援中心的醫療隊伍及「被保險人」的主 診醫生均建議「被保險人」需要於其他醫院接受所帶之適當治療,國際救援會安排並支 付:

- 3.2.1 運送「被保險人」至最就近的醫院;及
- 3.2.2 為了醫療的原因:
  - 3.2.2.1 利用一切方法(包括但不限於救護機,固定班次之商務客機及救傷車)以 運送「被保險人」至一所在設備上就該項身體受傷或急病更為 適合的 醫院。
  - 3.2.2.2 直接護送「被保險人」至其原居地的醫院。

以上安排須由國際救援中心的醫療隊伍及「被保險人」的主診醫生共同決定。這決定包括運送時間表、運輸工具及目的地。

#### 3.3 治療後之護送服務

於接受緊急護送服務後,並在「被保險人」的主診醫生及國際救援緊急中心的醫生的共同診斷下,「被保險人」作為一位普通乘客仍需被護送回其原居地,而其機票並不能用於護送服務,則國際救援將妥善安排「被保險人」乘坐固定班次之航機(一張經濟客位的機票)或其他合適之交通工具(一張經濟客位的)返回其原居地,一切護送費用包括往來機場的附加費用將由國際救援支付,唯「被保險人」須把原有機票之未使用部份交回國際救援。國際救援將決定護送的時間及運送方法。

### 3.4 運返遺體/骨灰回國

如「被保險人」不幸因意外或急病身故,國際救援將支付並安排1)運返其遺體或骨灰至「被保險人」原居地內之安藉地點,或2)應「被保險人」之繼承人或代表之要求,安排當地安葬,但該費用不得超過運送「被保險人」遺體返同原居地之費用。

#### 3.5 運送所需藥物/醫療器材

若「被保險人」的主診醫生未能於當地取得台適的藥物或 / 及醫療器材,國際救援將在 接獲通知後,循一切合法之途徑,運送該等藥物或 / 及醫療器材到「被保險人」身處之 地,以供使用。「被保險人」須支付該等藥物或 / 及醫療器材的費用及有關之運輸費, 除非國際救援之醫療隊伍認為此乃緊急所需。

#### 3.6 跟進病況

當「被保險人」身在原居地以外地方接受治療、國際救援將會跟進「被保險人」的醫療 狀況、並向「被保險人」之僱主或家屬匯報最新病況。

#### 3.7 護照補發遞送

當「被保險人」旅程所需之文件或個人證件(如護照、簽證等)遺失或被盜竊,國際救援 將向「被保險人」提供所需資料,以便「被保險人」向有關當局補辦證件。

#### 3.8 親友探病費用

若「被保險人」單獨外遊及在當地沒有親人的情況下因身體嚴重受傷或患上急病而住院 遠連續七天以上,國際救援將安排及支付一位「被保險人」之親人或指定人士乘搭來回 客機(經濟客位)或其他合適之交通工具(經濟客位)前往探望「被保險人」,及包括一般酒 店住宿,每日最高邊港幣 1,200 元,並最長可達連續五日,唯不包括飲料、膳食及其他 的房間服務費。

## 3.9 護送隨行未成年子女回國

若「被保險人」在原居地以外地方因身體受傷或患上急病而住院,並遺下與其同行之十

八歲以下子女,而其子女之回程機栗已失效,則國際救援將安排該名(或多名)子女乘坐客機(經濟客位)返回原居地;國際救援將支付有關機栗費用,包括往返機場的交通費,唯「被保險人」須把機栗之未使用部份交回國際救援。如有需要,國際救援更會聘請專人陪同「被保險人」子女返回原居地。

#### 3.10 墊支住院按金

在「被保險人」的主診醫生及國際救援之醫生的共同建議下,認為「被保險人」需入住醫院,而「被保險人」又無法支付住院按金的情況下,國際救援將墊支高違與金 6,500 元之住院按金或作為該筆住院按金之擔保人,唯「被保險人」或其家屬 / 代表需擔保在入院後清付有關費用。

#### 3.11 出院後療養住宿

如「被保險人」之主診醫生及國際救援之醫生均認為「被保險人」於出院後需即時進行 療養,則國際救援將為「被保險人」安排及支付出院後之一般潛店住宿費。該筆費用包 括每日高達港幣 1,200 元的酒店住宿費,並最長可達連續五日,出院後即日起計。

#### 3.12 安排緊急回國料理親人後事

當「被保險人」身在海外(不包括移民)而獲悉親人身故,並須立即折返其原居地,國際 救援將安排「被保險人」乘坐客機(經濟客位)返回原居地及支付有關的機票費用。

#### 3.13 諮詢服務

「被保險人」可於任何時間致電國際救援的緊急中心要求提供下列資料及轉介服務:

- 3.13.1 最新的免疫及防疫要求及需要、護照/簽証要求
- 3.13.2 領使館地址及電話
- 3.13.3 代尋並轉送行李
- 3.13.4 旅遊資料
- 3.13.5 「網絡醫院」通訊錄
- 3.13.6 緊急行程安排
- 3.13.7 提供翻譯員轉介服務
- 3.13.8 律師轉介服務

#### 第四章 遇事通知程序/責任

國際救援將不會發還「被保險人」或任何團體或人士,任何並非經由國際救援提供之服務,或 未經國際救援預先同意之費用。

#### 第五章 一般責任

- 5.1 「被保險人」必須用任何合理方法避免產生緊急情況。
- 5.2 國際救援小組或代表可自由接觸「被保險人」以評估「被保險人」的情況,若此接觸 在未有合理原因的情況下被拒絕,「被保險人」將不符合資格接受地一步的醫療支援。
  - 3 「被保險人」必須協助國際救援取得需要文件或收條。有關手續的費用由「被保險人」 自行負擔。
- 5.4 「被保險人」必須由該事故發生後兩年內就救援服務提出索償或採取法律行動,否則當 作放棄論。

#### 第六章 代位追償權

如國際救援因提供支援予「被保險人」而需支付任何費用,其將取代「被保險人」的權利收取任何第三者在法律責任上因有關支援而所需支付的款項,唯金額將不超過國際救援及其他保險或支援計劃就是項支付的費用或賠償。

#### 第七章 不受保項目及其他限制

#### 不保項目

除「被保險人」或家屬同意自費所帶之服務,否則「被保險人」若因下列情况而導致身體損 傷或患上疾病,國際救援將不提供緊急支援服務及支付任何費用:

- 7.1 在旅程出發前已存在的疾病或損傷、不論「被保險人」察覺與否;
- 7.2 故意自傷、神經錯亂、神智不清、濫用酒精或藥物所引致的損傷、長期休養或療養; 法律或航行公司規定要受隔離之傳染病個案;
- 7.3 先天的疾病及異常;
- 74 所有超懷為及分娩有關的費用或情況;
- 7.5 間接或直接由於參與職業運動或競賽運動:
- 7.6 由於參與非法活動所致的損傷:
- 7.7 並未經國際救援授權或介入提供的服務:
- 7.8 在無國際救援介入的情況下,「被保險人」理應支付或早已產生的費用;
- 7.9 任何更適當地由其他保險承保的費用:
- 7.10 根據國際救援醫生的意見,被保險人在當地獲妥當的治療後,便能繼續旅程或返回工作的輕微疾病或損傷;
- 7.11 經國際救援之醫生意見認為「被保險人」在無醫療人員陪同下,仍能如一般乘客可乘 坐普通航班返回原居地,國際救援將不負責所支出的費用。除非國際救援的醫生認為 有需要的則除外;
- 7.12 一切與精神病有關的個案:
- 7.13 「被保險人」參與任何空中飛行活動。如以持票乘客身份,乘坐固定航班或領有飛行 執照及固定航線的包機則除外。

#### 第八章 合約

國際救援將不負責囚罷工、戰爭、敵國人侵、武裝衝突(不論是否正式宣戰)、內戰、內亂、叛亂、恐怖行動、政變、暴動、群眾騷擾、政治干預、輻射或自然災難等的不可抗力事項或不可歸責於國際救援之事由所導致救助行動延誤、無法提供或進行而產生的任何責任。

獲推介的專業人士、醫生、診所及醫院,均非本公司或國際救援的職員、代理或僱員,這些專業人士、醫生、診所及醫院乃獨立人士或機構而需對自己所作的行為負責。在推介前,國際救援將查核這些專業人士、醫生、診所及醫院是否具備資格,並確實其獲當地政府的認可。如遏這些專業人士、醫生、診所及醫院之行為不當,國際救援概不負責。

#### 第九章 終止合約

此海外緊急援助服務保障將由保單終止後立刻終止。

\*此為中文譯本,僅供參考之用,如有爭議,模以英文版本為準。

#### 24-HOUR WORLDWIDE EMERGENCY ASSISTANCE SERVICE

HOTLINE: (852) 2861 9283

#### Worldwide Emergency Assistance Benefit Endorsement

These Emergency Assistance Benefits are issued and provided by Inter Partner Assistance Hong Kong Limited (hereinafter referred to as "IPA") to the Insured who is insured under this policy with the Company.

#### **Definitions**

"Assistance Event" shall mean any event or occurrence with respect to an Insured who is entitled to receive assistance pursuant to this Benefit, occurring within the territorial limit set

forth in Duration of Cover and Geographic Limit.
"Bodily Injury" shall mean any Bodily Injury which occurred during the period covered by

"Close Relative" shall mean the spouse, the child(ren), the brother(s), the sister(s), the father, the mother, or the parent(s) in law of the Insured.

father, the mother, or the parent(s) in law of the Insured.

"Dollar" shall mean the lawful currency of Hong Kong SAR,

"Emergency" shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

"Illness" shall mean any Sickness, illness or disease.

"Place of Residence" shall mean Hong Kong SAR unless it is specified otherwise in the application form for the Policy. If a place other than Hong Kong SAR is specified, Place of Residence in the context of this assistance program means the place so specified in the application form. application form.

#### **Duration of Cover and Limitations**

**Duration of Cover**The benefits mentioned in Section 3 are granted during the insurance period prescribed in the Policy and as long as the Policy remains valid.

Geographic and Time Limits

The benefits mentioned in Section 3 apply to worldwide outside Place of Residence and to the trip not exceeding 90 consecutive days.

#### **Emergency Assistance Services and Benefits**

If the Insured shall suffer Bodily Injury or Illness or is in need of medical, legal, administrative emergency assistance outside the Place of Residence (except for Travel Assistance information which may be obtained locally) while arising out of and in the course of his journey provided that such journey is not undertaken against the advice of the physician, and/or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following emergency assistance services and benefits are available directly from IPA upon specific verbal notification by the Insured or his personal representative to any of the specified 24-hour alarm centre. The Insured shall not be entitled to the reimbursement of expenses incurred or paid directly by him in relation to the notification.

Medical Attention Telephone Medical Advice, Evaluation and

Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment
When medical advice is needed, the Insured may telephone the nearest IPA's alarm centre for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured shall be referred to another physician or to a medical aspecialist for personal assessment and IPA will assist the Insured in making the medical appointment. IPA will also provide the Insured with the name, address, telephone number and if required by the Insured and if available, office hours of physicians, hospitals, clinics, dentists, dental clinics. All physician's fees and related charges shall be borne entirely and directly by the Insured without any reimbursement from IPA.

Medical Evacuation (Unlimited Cover)
Should the Insured suffer from Bodily Injury or Illness such that IPA's medical team and the attending physician recommend hospitalization in a or another medical facility where the Insured can be suitably treated IPA will arrange and pay for:

3.2.1 The transfer of the Insured into one of the nearest hospital and,

where the insured solutions of the insured into one of the rearest respectively.

3.2.1 The transfer of the Insured with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sudden Illness, or

Illness, or The direct repatriation, including road ambulance transfers to and from the airports, of the Insured with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his permanent residence, if his medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

circumstances.

Repatriation After Treatment (Unlimited Cover)

Following the Medical Evacuation in point 3.2 above and if medically necessary, IPA will arrange and pay for the repatriation of the Insured as a regular passenger to the medical facility in his Place of Residence by scheduled airline flight (on economy class up to one ticket) or any other appropriate means of transportation(on economy class basis up to one ticket), including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured shall surrender any unused portion of his ticket to IPA Any decision on the repatriation of the Insured shall be made jointly and exclusively by both the attending physician and IPA's Alarm Centre under constant medical supervision.

and IPA's Alarm Centre under constant medical supervision.

Repatriation of Mortal Remains/Ashes

Upon the death of a Insured, IPA will arrange and pay for (i) the repatriation of the Insured's body or ashes to the Insured's place of burial in the Insured's Place of Residence, or (ii) at the request of the Insured's heirs or representative, the local burial of the Insured, provided that IPA's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

Denent.

Essential Medication/Medical Equipment

Upon request from a local attending physician IPA will, while possible and legally permissible, dispatch any essential medicine and/or medical equipment required for the Insured which is not locally available. On IPA obtaining written agreement or approval of those costs incurred by the Insured, the Insured will bear the cost of the items dispatched and the relevant transportation costs, unless these items are required for emergency according to the opinion of IPA's medical team.

Medical Monitoring
IPA will monitor a Insured's medical condition if the Insured is hospitalized outside
Hong Kong SAR and will update the employer or family of the Insured on the said
condition.

Administration Assistance
In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), IPA will provide the Insured with the necessary information regarding the formatities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents of the Insured.

Compassionate Visit

In the event of the Insured is traveling alone and has no Close Relatives staying at the place where the Insured has suffered from Bodily Injury or Illness resulting in hospital confinement outside his Place of Residence for more than 7 (seven) consecutive day. IPA will arrange and pay for the cost of a return scheduled airline ticket (on economy

class basis) or any reasonable transportation means (on economy class basis) for a Close Relative or a designated person of the Insured to travel from the Place of Residence of the Insured to the Insured's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,200.00 per day for a maximum period of 5 (five) consecutive days, but excluding the cost of drinks, meals and other room services.

Return of Unattended Dependent Child(ren) to Place of Residence

Return of Unattended Dependent Child(ren) to Place of Residence (Unlimited Cover)
If any of the Insured's traveling dependent child(ren) under 18 years of age is left unattended by reason of the Insured's Bodily Injury or Illness resulting in hospital confinement outside his Place of Residence, IPA will organize and pay for the cost of a scheduled airline ticket (on economy class basis) or any reasonable transportation means, for such child(ren) to return to his home in the Insured's Place of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured shall surrender any unused portion of the return ticket to IPA.
If necessary, IPA will also hire and pay for a qualified attendant to accompany any such dependent child(ren) for return journey.

3.10 Deposit Guaranteeing of Hospital Admission
In case of hospital admission duly approved by both the attending physician and IPA's alarm centre doctor and the Insured is without means of payment of the required hospital admission deposit. IPA will guarantee or provide such payment up to USD6,500.00. Prior to providing this service IPA has a right to request the Insured or his personal representative to provide a valid credit guarantee.

3.11 Hotel Room Accommodation for Convalescence

3.11 Hotel Room Accommodation for Convalescence
IPA will arrange and pay for the cost of an ordinary room accommodation in any
reasonable hotel up to HKD1,200.00 per day for a maximum of 5 (five) consecutive
days, incurred by the Insured for the sole purpose of convalescence immediately
following his discharge from the hospital, and if deemed medically necessary by both
attending physician and IPA's alarm centre doctor.

3.12 Unexpected Return to the Place of Residence (Unlimited Cover)
In the event of the death of the Insured's Close Relative in his Place of Residence
while the Insured is traveling overseas (excluding the case of immigration)
necessitating an unexpected return to his Place of Residence, IPA will arrange and
pay for the cost of a scheduled return airline ticket (on economy class basis) for the
return of the Insured.

3.13 Hotline Extension to the Insurer's Full Service Program.

3.13 Hotline Extension to the Insurer's Full Service Program IPA will provide the following additional information and referral services to the Insured calling IPA in Hong Kong SAR at any time twenty four (24) hours a day, three hundred and sixty five days a year.

Pretrip Information Services 3 13 1

Embassy Referral 3 13 2

3.13.3 Lost Luggage Assistance

Travel Information 3.13.4

Hospital Network Information 3 13 5

Emergency Travel Service Assistance 3.13.6

3.13.7 Interpreter Referral

3.13.8 Legal Referral

#### Notification to IPA

IPA will not reimburse the Insured or any party if the service is not directly performed by IPA or the Insured does not obtain a prior approval from IPA before arranging the service.

#### General Obligations of the Insured

Insured shall be obliged to use reasonable efforts to mitigate the effects of an

Insured shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

IPA's medical team or other representatives shall have free access to the Insured in order to assess the Insured's condition. Without reasonable justification for denial of such an access, the Insured will not be eligible for further medical assistance. Insured shall cooperate with IPA to enable IPA to get all necessary documents and receipts from the relevant sources and assist IPA at the Insured's expense in complying with necessary formalities.

Any claim with respect to an Assistance Event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

#### Subrogation

In the event that IPA makes any payments in connection with the provision of assistance to an Insured, IPA shall be subrogated to the rights of such Insured to obtain payments from any third party found legally responsible for the assistance, up to the amount of such payment made by IPA and any other insurance or assistance plan which provides compensation to the Assistance Events.

#### Limitation & Exclusion

#### Contract

IPA shall not be held responsible for delays or impeachment in performing Assistance in case of strike, war, invasion, act of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, insurrection, terrorism or military, political coup, not and civil commotion, administrative or political impediments or radioactivity or any other acts of God or widespread catastrophe such as flood, earthquake or tidal wave which prevents IPA from providing such assistance sendings.

catastrophe such as flood, earlinduake or lotal wave which prevents IPA from provious south assistance services. It is understood that the physicians, hospitals, clinics, any kind of professionals to whom the Insured will be referred by IPA are for most of them independent contractors responsible for their own acts and are not employees, agents or servants of IPA Furthermore, IPA shall not be responsible for any act of failure to act on the part of those professionals such as, but not limited to, physicians, hospitals and clinics.

#### Termination

This Benefit shall cease when the insurance policy is discontinued.



# 中國太平保險(香港)有限公司 China Taiping Insurance (HK) Company Limited

#### THE PERSONAL DATA (PRIVACY) ORDINANCE -PERSONAL INFORMATION COLLECTION STATEMENT 個人資料(私隱)條例 - 收集個人資料聲明

You have been informed by the owner / holder of this policy that China Taiping Insurance (HK) Company Limited (the "Company") understands its responsibilities to the collection, retention, processing or use of personal data under the Personal Data (Privacy) Ordinance. The personal data you provided (including credit information and claims history) is collected to enable the Company to carry on insurance business. The Company may also

- in ecompany to carry on insurance obstiness. The company may also use your personal data for the following purposes:
   in any insurance related product or service (include processing and evaluating your insurance application, any claim, settling claims, providing administration, financing, claim investigation or analysis work, detecting and preventing fraud (whether or not relating to the policy). issued in respect of this application) and other services in relation to your insurance policy), or any alterations, variations, cancellation or renewal of such product or service;
- exercising any right of subrogation;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above (iv) purposes: and
- (v) complying with applicable laws, regulations or any industry codes or quidelines

The Company may disclose / transfer your personal data to the following persons who may collect and use this data only as reasonably necessary to carry out the purposes described above.

- (a) third party agents, contractors and advisors who provide administrative. communications, computer, payment, security or other services, or any company carrying on insurance or reinsurance related business or your insurance intermediary (if you have one) or claim or investigation adjustors/companies, or other service provider providing services relevant to insurance business;
- employers; health care professionals; hospitals; accountants; financial advisors; solicitors; organisations that consolidate claims and underwriting information for the insurance industry; fraud prevention organisations; other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information;
- the Company's related companies (as that term is defined in the (c) Companies Ordinance);
- Government and industry recognized insurance regulatory bodies: the Insurance Complaints Bureau and similar insurance industry bodies, the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members; and
- government agencies and authorities as required or permitted by law including the Transport Department.

Your personal data may be provided to any of the above organizations. located in Hong Kong or outside of Hong Kong, for the above purposes, and in this regard you consent to the transfer of your data outside of Hong Kong.

#### Use of Personal Data in Direct Marketing:

The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company cannot so use your personal data without your consent (which includes an indication of no objection). The Company may also use and/or provide your personal data to the Company's related companies (as that term is defined in the Companies Ordinance), partners of the Company's related companies and third party financial institutions. The Company and/or the companies who obtained related personal data can contact and/or send you with direct marketing communications regarding financial and insurance products or services by mail, email, telephone or SMS

If you do not wish the Company to use your personal data in direct marketing as described above, you may exercise your opt-out right by notifying the Company. You may write to the Office of the General Manager (please find the details below).

You have the right to access and/or request correction of any personal data concerning yourself held by the Company and/or withdraw your consent to the use and provision to a third party of your personal data for direct marketing purposes at any time. Requests for such access can be made in writing to Office of the General Manager at 15/F, 18 King Wah Road, North Point, Hong Kong or email to info@hk.cntaiping.com. Moreover, the full version of the Company's Data Privacy Policy can be found at

In the event of any discrepancy or inconsistency between the English and Chinese versions of this statement, the English version shall prevail.

此保單權益人/持有人已通知閣下,中國太平保險(香港)有限公司(下稱"本公 司")明白其在《個人資料(私隱)條例》下就個人資料的收集、持有、處理或使 用所負有的責任。閣下提供的個人資料(包括信用資料和以往申索記錄),是為 了本公司提供保險業務所需,本公司並可能使用閣下的個人資料作以下用途:

- 任何與保險有關的產品或服務(包括處理及審批閱下的保險申請、索償、結 清申索、保單相關行政、財務工作、索償調查或分析、偵測和防止欺詐行 為 (無論是否與就此申請而發出的保單有關)及其它相關的服務),或該等 產品或服務的任何更改、變更、取消或續期;
- 本公司行使任何代位權;
- (iii) 就以上用途聯絡 閣下:
- (iv) 其它與上述用途有直接關係的附帶用途;及
- (v) 遵循適用法律,條例及業內守則及指引。

本公司亦可因應上述用途披露/轉移 閣下的個人資料予下列各方,而他們只能 在有合理需要履行上述目的之情況下才可收集和使用這些資料:

- (a) 向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、 承包商及顧問, 或任何從事與保險或再保險業務有關的公司, 或閣下的保 險中介人(若有)、保險理算人或索償調查員/公司,或其他保險業務有關的 服務提供者;
- (b) 僱主; 醫護專業人士; 醫院; 會計師; 財務顧問; 律師; 整合保險業申索 和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地,或是通 過防欺詐組織或本段中指名的其他人士); 警察: 和保險業就現有資料而 對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者);
- (c) 本公司的關連公司(以《公司條例》內的定義為準):
- (d) 政府及市場認可的保險業監管機構:保險投訴局及同類的保險業機構、香 港保險業聯會(或同類的保險公司聯會)及其會員;
- (e) 法例要求或許可的政府機關包括運輸署。

閣下的個人資料可能因上述用途提供給以上任何機構 (在香港境內或境外),而 就此而言, 閣下的個人資料可能被移轉至香港境外。

#### 在直接促銷中使用個人資料

本公司可能把閣下的個人資料用於直接促銷,除非本公司已取得閣下的同意 (包括表示不反對), 否則本公司並不可以如此使用閣下的個人資料, 但條例所 指明的豁免情况除外。本公司可能使用及 / 或提供閣下的個人資料給本公司的 關連公司(其定義以《公司條例》内的定義為準)、關連公司之合作伙伴及第三 方金融機構,本公司及/或獲取有關資料的公司可以通過書信、電郵、電話或 短信與 閣下聯絡,提供金融及/或保險產品或服務的直接促銷通訊。

如閣下不希望本公司使用閣下的資料作上述直接促銷用途,閣下可通知本公司 行使閣下的選擇權拒絕促銷。閣下可以書面向本公司總經理辦公室(詳情參閱 下文)提出有關要求。

閣下可有權隨時查閱及/或更正由本公司持有有關閣下的個人資料及/或撤回 給予本公司有關使用 閣下的個人資料及提供予第三方作直接促銷用途的同 意。如有需要,請以書面形式向本公司總經理辦公室提出,地址香港北角京華 道18號15樓或電郵info@hk.cntaiping.com。另本公司私隱政策的全文已上載於 www.hk.cntaiping.com,歡迎查閱。

本聲明的中英文版本如有任何歧異或不一致, 概以英文版為準。