

PA & Hospital Confinement Protector Policy 平安及住院醫療保險單



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1. COVER

1.1 Whereas the Insured has made to **QBE HONGKONG & SHANGHAI INSURANCE LTD.** (hereinafter called "the Company") a written Proposal and Declaration which together with all statements made in writing including Renewal Declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

1.2 In consideration of:

- (a) The payment of the Premium, and
- (b) The due observance and fulfillment of the Terms and Conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and / or the Insured Person

and subject to the Terms, Conditions, Exclusions, and Memoranda contained herein or endorsed hereon if any of the Events referred to in the Schedule of Benefits shall happen the Company will pay the Benefit to the Insured or in the case of his death to his legal personal representative.

2. CONDITIONS

2.1 FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy the Company shall have no liability in respect of such a claim.

2.2 CHANGE OF OCCUPATION

The Insured shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

2.3 RENEWAL PROCEDURE

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical mental defect or infirmity affecting the Insured Person.

2.4 POLICY NOT ASSIGNABLE

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

The receipt of the Insured or of his legal personal representatives for any compensation payable herein shall in all cases be an effectual discharge of liability of the Company.

2.5 CLAIMS PROCEDURE

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to claim under the Policy a detailed statement in writing describing the occurrence shall be delivered to the Company.

2.6 PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such Certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's

personal representative to have a post-mortem examination of the body.

The death of the Insured or the Insured Person shall be established by an official death certificate, or in the event of his disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming his death.

2.7 CANCELLATION

(a) The Policy may be cancelled by the Insured giving to the Company notice in writing of cancellation. The Company will retain the customary short period premium for the time the Policy has been in force.

(b) The Company may cancel the Policy by sending seven days' notice via registered mail to the Insured at the address last notified to the Company stating when thereafter such cancellation shall be effective. Proof of such mailing shall be sufficient proof of notification. In the event of such cancellation, the Company will return promptly the pro-rata unearned portion of any premium actually paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto.

2.8 ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. 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 Hongkong 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 Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3. THE SCHEDULE OF BENEFITS

THE EVENT

Injury occurring during the Period of Insurance resulting solely and independently of any other cause in:

ITEM

- | | |
|---|---|
| 3.1 ACCIDENTAL DEATH | - The Capital Sum as per The Schedule attached. |
| 3.2 PERMANENT DISABLEMENT | - The following percentages of the Capital Sum as per the Schedule attached. |
| 3.2.1 Loss of two limbs..... |) |
| 3.2.2 Loss of both hands, or of all fingers and both thumbs.... |) |
| 3.2.3 Total loss of sight of one eye or both eyes..... |) |
| 3.2.4 Total paralysis..... |) |
| 3.2.5 Complete and incurable insanity..... |) 100% |
| 3.2.6 Injuries resulting in being permanently bedridden..... |) |
| 3.2.7 Any other injury causing permanent total disablement.... |) |
| 3.2.8 Loss of one arm at or above the wrist..... |) |
| 3.2.9 Loss of one leg at or above the ankle..... |) |

3.2.10	Loss of sight of eye except perception of light.....	50%
3.2.11	Loss of lens of eye.....	50%
3.2.12	Loss of four fingers and thumb of one hand.....	50%
3.2.13	Loss of four fingers.....	40%
3.2.14	Loss of thumb - both phalanges.....	25%
	one phalanx.....	10%
3.2.15	Loss of index finger - three phalanges.....	10%
	two phalanges.....	8%
	one phalanx.....	4%
3.2.16	Loss of middle finger - three phalanges.....	6%
	two phalanges.....	4%
	one phalanx.....	2%
3.2.17	Loss of ring finger - three phalanges.....	5%
	two phalanges.....	4%
	one phalanx.....	2%
3.2.18	Loss of little finger - three phalanges.....	4%
	two phalanges.....	3%
	one phalanx.....	2%
3.2.19	Loss of metacarpals - first or second (additional).....	3%
	third, fourth or fifth (additional)....	2%
3.2.20	Loss of toes - all.....	15%
	great, both phalanges.....	5%
	great, one phalanx.....	2%
	other than great, if more than	
	one toe lost, each.....	1%
3.2.21	Loss of hearing - both ears.....	75%
	one ear.....	15%
3.2.22	Loss of speech.....	50%

The complete and irrecoverable loss of use of any member specified above shall be deemed to be loss of such member. In the event of partial loss of any member specified above, a proportionately lower percentage of compensation as decided by the Company shall be payable.

In the event of Permanent Disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed by the Company based on the proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured.

The aggregate of all percentages payable in respect of any one accident any one Insured Person shall not exceed 100%. In the event of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the Policy.

In the event of loss specified under items 3.2.4, 3.2.5, 3.2.6 or 3.2.7, the Company shall pay 100% of the Capital Sum provided such disablement, insanity or paralysis has lasted a period of 365 days from the date of injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's Life as duly certified by legally qualified and registered medical practitioner.

3.3 TEMPORARY TOTAL DISABLEMENT

Weekly sum at the rate stated in the Schedule attached.

3.4 ACCIDENTAL MEDICAL EXPENSES

Reimbursement of medical expenses incurred per accident up to the amount stated in the Schedule attached.

3.5 HOSPITAL CONFINEMENT ALLOWANCE

Weekly sum at the rate stated in the Schedule attached.

Payment of such sum shall commence from the first day if confinement is due to injury and from the third day if confinement is due to sickness.

4. DEFINITIONS

In this Policy


- 4.1 **"The Benefit"** means the sum set out in the Schedule of Benefits against the relevant Event PROVIDED THAT no compensation stated in the Schedule of Benefits shall be payable:
- (i) Under item 3.1 or 3.2 unless the death or disablement takes place within 365 days after the date of the injury.
 - (ii) Under item 3.3 in respect of any one injury for more than 104 weeks from the commencement of the disablement.
 - (iii) Under item 3.5 in respect of any one injury or sickness for more than 104 weeks.
 - (iv) Until the total amount of compensation shall have been ascertained and agreed.
- 4.2 **"Injury"** means bodily injury to the Insured Person caused solely and directly by accidental means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- 4.3 **"Sickness"** means sickness, illness or disease contracted during the Period of Insurance and resulting in hospital confinement commencing during the Period of Insurance and shall exclude sickness which had been diagnosed or which treatment or advice had been received prior to the Period of Insurance.
- 4.4 **"Period of Insurance"** means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
- 4.5 **"Temporary Total Disablement"** means disablement which entirely prevents the Insured Person from attending to all duties pertaining to his usual occupation, profession or business.
- 4.6 **"Hospital Confinement Allowance"** means the weekly amount payable for the period of confinement of an Insured Person in a hospital as a registered in-patient for the treatment of injury or sickness which is arranged by or on the advice of a legally qualified and registered medical practitioner.
- 4.7 **"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 hours a day nursing services by registered graduate nurses;
 - (c) is under the supervision of a physician; 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.
- 4.8 **"Accidental Medical Expenses"** means expenses reasonably and necessarily incurred within 365 days of sustaining injury and paid by the Insured or Insured Person to a legally qualified and registered medical practitioner, dentist, registered nurse or hospital for medical, surgery, diagnostic or other remedial attention or treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

Medical expenses for treatment by registered herbalist or bonesetter are payable up to HK\$1,000.00 or 10% of the Accidental Medical Expenses limit stated in the Schedule, whichever amount is lower.

5. EXCLUSIONS

This Policy does not apply to any Event which is caused directly or indirectly by or which is resulting from:

- 5.1 Any consequence of declared or undeclared war or any act thereof, invasion or civil war.
- 5.2 The Insured Person engaging in or taking part in:
 - (a) driving or riding in any kind of race
 - (b) professional sport
 - (c) underwater activities involving the use of breathing apparatus.
- 5.3 Flying or other aerial activity except as a passenger in a properly licensed power driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
- 5.4 Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane.
- 5.5 Childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by accident.
- 5.6 Accidental bodily injury sustained after the expiry of the Period of Insurance in which the Insured Person attains 65 years of age.
- 5.7 Intoxication by alcohol, narcotics or drugs not prescribed by legally qualified and registered medical practitioner.
- 5.8 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.9 Nervous or mental disease or disorder, venereal disease, congenital anomalies or deformities, circumcision, infertility or sterilization, heart disease or cancer.
- 5.10 Rest cure or physical checkups.
- 5.11 Cosmetic or plastic surgery unless to correct an injury for which this Policy covers.
- 5.12 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war.

Act of Terrorism refers to an act, including but not limited to the use of force or violence and / or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear. 

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