



中国太平
CHINA TAIPING

SUNNING

中國太平保險(香港)有限公司

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聲明明書，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聲明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.

除外責任

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：

1. 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。
3. 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、毆鬥或因觸犯刑章的不法行為，或因酒醉、服用藥物或精神錯亂。
4. 遭遇謀害。
5. 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。
6. 從事軍警工作當執行職務時所引致的傷殘或身故。
7. 由於懷孕、分娩、難產或因此而引致的傷殘、身故。
8. 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。
9. 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)。

EXCEPTIONS

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

1. 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).
3. The Insured willfully exposing himself to needless peril (except in an attempt to save human life), fighting, attack resulting from provocation or deliberate act 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.
5. The Insured engaging in hunting, mountaineering necessitating ropes or guides, skating, water ski-ing, diving, winter sports, racing of any kind or professional sport.
6. In case of the Insured engaging service in the force or police.
7. Pregnancy, childbirth, dystocia or the result or consequence thereof.
8. The Insured suffering from any Pre-Existing physical defect or infirmity which had not been declared to and accepted by the Company.
9. 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 owned and operated by a commercial concern.

SINGAPORE 基本條款

1. 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。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，須在十五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%

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 15 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%

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.	全身癱瘓 (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.	喪失手指或足趾 (每手、腳的) : Loss of Fingers or Toes (on each hand or foot) : (1) 喪失四指..... Loss of four fingers (2) 喪失拇指全部..... 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..... 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..... 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) (7) 喪失足趾全部..... Loss of all toes (8) 喪失大趾全部..... Loss of toe - great (both phalanges) (9) 喪失大趾一節或其他任何一趾的全部..... Loss of toe - great (one phalanx) or any other toes (two phalanges) (10) 喪失大趾以外任何一趾的一節..... Loss of toe - any other than great (one phalanx)	保額的 40% 40% of the principal sum 保額的 25% 25% of the principal sum 保額的 10% 10% of the principal sum 保額的 6% 6% of the principal sum 保額的 3% 3% of the principal sum 保額的 1% 1% of the principal sum 保額的 15% 15% of the principal sum 保額的 5% 5% of the principal sum 保額的 2% 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 registered 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 Amount

規約：本表內賠款按下列規約辦理：-

PROVISOS

- 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索償。
No Claim will be paid if the Insured is under 16th or over 65th birthdays, unless specially agreed.
- 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.
- 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.
- 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.)
- 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.

SPECIMEN

ENDORSEMENT SO FAR AS APPLICABLE

MEDICAL BENEFIT ENDORSEMENT

1. 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.
3. 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 or 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.