

## 中國太平保險(香港)有限公司

China Taiping Insurance (HK) Company Limited

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### 「意外急救醫療保險」保險單條款

#### 保險條款

投保人/「被保險人」與中國太平保險(香港)有限公司(「本公司」)雙方同意：  
1. 將投保聲明書收納入本保險合約，並作為本保險合約的依據。  
2. 由投保人/「被保險人」繳付承保表所列的保費。  
3. 本公司按照本保險單「承保表」所列保障項目，為「被保險人」在保險期限內發生的「意外」事故提供保險，並簽發一張意外急救醫療保險金卡或藍卡(「急救卡」)作為「意外」事故需要入住「網絡醫院」的住院按金憑證。

#### 「保障地區範圍」

廣東省、福建省範圍(適用於「藍卡」)。  
中國境內(香港特別行政區、澳門特別行政區及台灣除外)(適用於「金卡」)。

#### 「網絡醫院」應用範圍

「藍卡」適用之「網絡醫院」指廣東省及福建省衛生廳管轄下的指定醫院。  
「金卡」適用之「網絡醫院」指除了上述醫院外，還包括中國衛生部國際緊急救援中心轄下的指定醫院。

本公司可更改「網絡醫院」名單而無須事前通知。(有關「網絡醫院」名單，可瀏覽本公司網頁：[www.hk.cntaiping.com](http://www.hk.cntaiping.com))

#### 第一部分 釋義

本保險單內所有有關詞語之單數字詞將包含眾數意義而相反亦然；另含陽性的字詞將包含陰性及中性；除非內文另有註明，下列詞語將以下列定義解釋。

- 「意外」指因暴力、外在及可見因素引致而完全非所能控制之事故。
- 「受益人」指於「承保表」中列明的受益人。如沒有列明，則指「被保險人」身故後在香港法例下的合法遺產繼承人。
- 「身體受傷」指純因上述定義之「意外」，而非涉及其他原因所導致之受傷。
- 「合理醫療費用」就醫療費用而言，乃指被保範圍內之「意外」事故所須，並經「醫生」建議認為需要之服務所支付的費用，但不得超過該項服務一般正常的收費。惟輔助醫療器材(如輪椅、義肢、助視及助聽器等)費用除外。
- 「被保險人」指其姓名列於「承保表」內的合資格人士。
- 「雙目失明」指雙目完全及不能恢復及不能醫治之失明。
- 「一目失明」指單目完全及不能恢復及不能醫治之失明。
- 「喪失一肢」指完全分離或全部及永久喪失一手或手腕以上或喪失一腳或腳眼以上的功用。
- 「喪失雙肢」指完全分離或全部及永久喪失兩手或兩腳或喪失一手或手腕以上及喪失一腳或腳眼以上的功用。
- 「醫生」指在其執業的地區已獲授權、發牌或合法註冊登記從事內、外科診療人士，但「被保險人」或「被保險人」的親屬除外。
- 「永久完全傷殘」指因發生「意外」而令「被保險人」不能從事其正常工作，而該情況持續至少五十二星期後，經本公司認可之「醫生」檢定證明該情況將永久完全令「被保險人」失去任何工作謀生能力，且並無康復希望。
- 「已存在之傷病」指任何在本保險單生效日期前已出現病徵或徵兆之疾病、症狀或身體狀況，而「被保險人」當時已知悉或應已知悉者。
- 「承保表」指附於本保險單的承保表並構成本保險單的一部分。

#### 第二部分 保障範圍

##### 第一項 人身平安保險

每宗意外最高賠償金額：列明於「承保表」內

如「被保險人」在「保障地區範圍內」發生「意外」而在一年內因該「意外」而導致身故或永久傷殘，本公司將根據下列受保事項及其賠償金額百分比賠償予「被保險人」(如屬身故則賠償予其「受益人」)。

| 受保事項          | 最高賠償金額百分比 |      |
|---------------|-----------|------|
|               | 標準計劃      | 尊貴計劃 |
| 1.1 身故        | 100%      | 100% |
| 1.2 永久完全傷殘    | 100%      | 100% |
| 1.3 喪失兩肢      | 不適用       | 100% |
| 1.4 雙目失明      | 不適用       | 100% |
| 1.5 喪失一肢及一目失明 | 不適用       | 100% |
| 1.6 喪失一肢      | 不適用       | 50%  |
| 1.7 一目失明      | 不適用       | 50%  |

在保險期的每十二個月內，因同一宗意外導致多項之傷殘，總賠償額將不超過「承保表」所列之最高賠償金額的100%。

#### 本部分除外責任

「被保險人」在從事下列任何工作類別(不論是臨時或長期性質的)期間發生「意外」而直接或間接導致或造成身故或永久傷殘，均不屬於本部分保障範圍：

1. 演藝表演或電影及電視製作或充當特技人或龍虎武師。
2. 駕駛商用車(貨櫃車、貨車、吊機車輛或旅遊巴士)。
3. 三十呎以上高空工作或在坑、井下二十呎深處工作。
4. 碼頭及船上工作。
5. 建築地盤工作。
6. 使用機械動力機器、啤機、切割機器。

如被保險人因從事上述之工作類別而導致「意外」身故，本公司將給予「意外」身故津貼港幣/人民幣20,000元(標準計劃)或港幣/人民幣50,000元(尊貴計劃)予其「受益人」。

#### 第二項 意外急救醫療費用

##### 2.1 意外急救醫療費用

每宗意外最高賠償金額：列明於「承保表」內

本公司同意賠償「被保險人」在「保障地區範圍內」因遭受「意外」事故所導致之「身體受傷」，並在本保險指定的「網絡醫院」內進行即時的緊急治療所產生之醫療費用。每次「意外」事故以不超過「承保表」內所列最高賠償金額為限。

##### 2.2 覆診費用

每宗意外最高賠償金額：列明於「承保表」內

倘「被保險人」在「保障地區範圍內」所產生的首次醫療費用獲得接納和賠付，可於三十天內因同一「意外」事故索償在「保障地區範圍內」之「網絡醫院」或返回香港特別行政區覆診所須支付之「合理醫療費用」。

該覆診費用包括「被保險人」就接受跌打、物理治療或整脊治療所支付之「合理醫療費用」。物理治療或整脊治療必須為經「醫生」診斷「被保險人」之傷患後而作出的建議。每次「意外」所賠付的跌打治療費用總額不超過港幣/人民幣500元(惟每天最高賠償金額為港幣/人民幣100元)及物理治療費用或整脊治療費用總額不超過港幣/人民幣1,000元(惟每天最高賠償金額為港幣/人民幣150元)。

上述各項支出須為正常及必須性質；並須提交詳細之開支賬目、收據正本及由「醫生」提供之醫療報告連詳細診斷資料以作證明。

所有「身體受傷」必須先於「保障地區範圍內」接受「網絡醫院」認可「醫生」的第一次治療。

#### 第三項 補領旅遊證件

每宗事故最高賠償金額：列明於「承保表」內

倘「被保險人」在「保障地區範圍內」因「意外」、盜竊、搶劫、爆竊而損失所需的旅遊證件，本公司將賠償所需支付的補領旅遊證件手續費。

#### 第四項 二十四小時緊急支援服務 熱線：(852) 2861 9283

本緊急救援服務條款乃由國際救援(亞洲)公司(「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」。

##### 1. 定義

「援助事故」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」急需國際緊急支援服務的意外或「急病」事故。  
「意外傷害」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體傷害。  
「親人」意指配偶、子女、兄弟、姊妹、父或母，及姻親父母。  
「緊急情況」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(除非在投保書上另有列明)。

##### 2. 有效期及地區限制

以下之服務在本保險單有效期內生效，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」。

##### 3. 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

的勸止下進行，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(以對方付款方法)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，將不會獲發還。

#### 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需之適當治療，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(一張經濟客位的票)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 運送遺體/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：

3.4.1 運返其遺體或骨灰至「被保險人」原居地」內之安葬地點；或

3.4.2 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」遺體返回「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合適的藥物或/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 護照補發運送

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，每日最高港幣/人民幣 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，而其子女之回程機票已失效，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票費用，包括往返機場的交通費，唯「被保險人」須把機票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，國際救援將墊支高達美金 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酒店住宿費。該筆費用包括每日高達港幣/人民幣 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/簽證要求

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」通訊名錄

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

#### 4. 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。

#### 5. 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」將不符合資格接受進一步的醫療支援。

5.3 「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。

#### 6. 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。

#### 7. 不受保項目及其他限制

除「被保險人」或家屬同意自費所需之服務，否則「被保險人」若因下列情況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。

7.3 先天的疾病及異常。

7.4 所有與懷孕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必要的則除外。

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。

#### 8. 合約

國際救援將不負責因罷工、戰爭、敵國入侵、武裝衝突(不論是正式宣戰)、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。如遇這些專業人士、醫生、診所及醫院之行為不當，國際救援概不負責。

#### 9. 終止合約

此服務將由保單終止後立刻終止。

#### 10. 修訂

此服務會被不時檢討及本公司保留在任何時間修改此服務的權利而不需預先通知。

11. 此服務是由國際救援提供。國際救援為獨立的承辦商，並非本公司的代理。本公司不會就國際救援提供之服務作出任何聲明、保證或擔保，及不會就「被保險人」或任何人因國際救援或其代理提供之服務或建議或該等服務之供應而直接或間接蒙受或招致之任何損失、損害、費用、起訴、訴訟或法律程序承擔任何責任。

### 第三部分 適合於各部分之章則條款

1. 本保險單及「承保表」內所列應視為同一契約，不論保險單內或「承保表」內的任何部分之字句措辭，其顯示有特定之含義者，則均應以該項特定含義為準。

2. 投保人/「被保險人」所簽署的投保書，是本公司簽發本保險單的根據。投保人/「被保險人」須確實填報。如有虛報索賠或提供偽證等情況，本保險單亦即行失效。

3. 「被保險人」保證向本公司償還本公司已墊付而不在本保險保障範圍以內的款項。

#### 4. 管轄法律權

本保險單受香港特別行政區法律所約束。

#### 5. 授權

本公司如提出要求，投保人/「被保險人」須以書面授權本公司向其他個人及/或團體索取有關資料。

#### 6. 合理預防措施

「被保險人」應採取一切合理措施以防止任何意外、損傷、死亡及減省有關事故的費用及開支。

#### 7. 仲裁

所有由於本保險單所引起的爭議，應提交一位仲裁人裁決，該仲裁人由爭議雙方以書面委任。如雙方對該一被選之仲裁人不能同意時，則每方可於對方書面請求一個月內各委任一人為仲裁人決定之。如果該兩位仲裁人不能取得一致意見，則應於仲裁未開始前由該兩位仲裁人以書面委任一位公斷人參與公斷程序，並擔任公斷時之主席，作出公斷。在公斷人未作出公斷書之前，「被保險人」不得對本公司進行起訴。如本公司已拒絕「被保險人」任何賠償要求，而「被保險人」在被拒絕後的十二個月內不根據本條款規定提交仲裁，則作為放棄索賠要求論，此後不得再進行追討。

## 8. 時限

任何向本公司索償訴訟之行動，應於「意外」事故發生後一年內提出。否則將喪失所有索償及訴訟之權利。

## 9. 代位權

本公司有權以「被保險人」之名義向其他個人或團體追討本公司所支付之任何賠償，而投保人/「被保險人」應協助及提交有關之文件給與本公司以便索償。投保人/「被保險人」同意不會影響或妨礙本公司追討權利。

## 10. 索償通知

投保人/「被保險人」必須於導致「身體受傷」或身故的「意外」發生後三十天內向本公司遞交索償通知書。若未能在上述期限內遞交通知，在無合理解釋情況下本公司有權拒絕有關索償申請。

## 11. 支付賠償

11.1 投保人或「被保險人」或「受益人」就收訖賠償後簽訂的收據，均被視為本公司完全履行及最終解除所有本公司的責任。

11.2 在本保單內的保費及賠償金額均以投保幣值作出結算。如須以港幣作轉換，該人民幣幣算為港幣的適當兌換率將由本公司釐訂。

11.3 按本保單支付的賠償均不帶利息。

12. 「被保險人」提出索償時如有其他保單保障同類項目，本公司只負責按比例作出賠償。（惟本保險之第一部分「人身平安保險」保障或意外身故津貼（如適用）除外）

13. 投保人/「被保險人」申請有關索償時，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投保人/「被保險人」自己負擔。

14. 本公司或投保人/「被保險人」均有權中途提出退保。如屬投保人/「被保險人」提出退保，須以書面形式通知本公司並退回急救卡及保險單才獲接受辦理退保手續，其未到期保費將按下列退費方法辦理：

14.1 三十天、九十天、一百八十天及一年期保單，保單一經簽發則沒有保費退還。

14.2 二年期保單，若在第一年保期內提出退保，只退回第二年之保費，若在第二年保期內提出退保，將不予退費。

14.3 三年期保單，若在第一年保期內提出退保，退回第二及第三年之保費；若在第二年保期內提出退保，只退回第三年保費；若在第三年保期內提出退保，將不予退費。

如屬本公司提出退保，將提前七天按「被保險人」最後所報的地址以掛號信通知「被保險人」，其未到期的保費，本公司將按比例發還予「被保險人」。

15. 如投保人/「被保險人」於發卡後遺失急救卡或要求更改有關內容，投保人/「被保險人」應立即填妥本公司印發的「遺失急救卡聲明書」或以書面通知本公司有關事項，並需繳付港幣/人民幣 100 元手續費，以便本公司印發新卡予「被保險人」。

## 第四部分 索償程序

### 適用於第二部分

#### 第一項 人身平安險索償

投保人/「被保險人」必須提供意外傷殘或身故之證明文件，包括「醫生」簽發的證明書，證明傷殘的嚴重程度；政府有關部門報告如警方報告；如導致死亡，則須連同死亡證正本及驗屍報告。

#### 第二項 意外急救醫療費用索償

1. 「被保險人」因「意外」事故需要住院治療時，「被保險人」可憑急救卡在指定的「網絡醫院」辦理入院的手續，程序如下：

1.1 致電二十四小時熱線：

800 810 9995(免費服務電話)或(86 10)8839 3900(適用於「金卡」)  
(86) 13510015793 或(852) 9069 2026(適用於「藍卡」)

1.2 在接受治療前，在醫院出示有效的急救卡；

1.3 出示有效的旅遊證件以核對「被保險人」身份；

1.4 「被保險人」出院時需填妥「賠償申報表」及提供是次「意外」之證明或說明。

如入院時需要任何協助，請致電本公司二十四小時客戶服務熱線：(86) 135 1001 5793 或(852) 9069 2026；如尋求緊急醫療援助服務，請以受話人付費方式，致電國際救援(亞洲)公司二十四小時熱線(852) 2861 9283。

本保險之「承保表」內所列的保險金額限額內的醫療費用，將在日後由本公司支付予有關「網絡醫院」。而超出本保險之「承保表」內所列的最高保險金額或非保障範圍之醫療費用須由「被保險人」即時償還或自行支付。

2. 「被保險人」因「意外」事故需接受門診治療或未能出示急救卡時，「被保險人」需自行繳付緊急醫療費用，並於意外事故發生後三十天內將以下文件遞交本公司索賠：

2.1 「被保險人」填妥之「賠償申報表」；

2.2 主診醫生之診斷書正本詳細列明損傷之程度及原因、診斷結果及所提供之醫療方法；

2.3 所有由「網絡醫院」蓋章簽發之醫療費用清單及收據正本；

2.4 負責是次「意外」之政府有關部門報告(如警方報告)正本或說明。

#### 第三項 補領旅遊證件

須於二十四小時內向事發地點警方報案及提供有關報告，並需提供補領旅遊證件的手續費收據作為索償依據。

## 第五部分 除外責任

「被保險人」因下列原因直接或間接招致之身故、傷殘、受傷或其他任何性質之損失，均不屬於本保險單被保範圍：

1. 戰爭、類似戰爭的行動，內戰、叛變、罷工、暴動，或由於核子武器游離輻射，核子燃料或其燃燒後產生的廢料所致輻射能的污染。上述核子燃燒包括自發的核子分裂在內。

## 2. 恐怖活動

無論保單上或任何批單上所載有任何矛盾之處，茲經同意本保單不保因恐怖活動直接或間接導致，或一切與恐怖活動有關的任何性質之損失、毀壞、責任、費用或開支，不論有否其他原因或事故摻雜其中。

又經同意，不論有否其他原因或事故摻雜其中，本保單不保由下列行為直接或間接導致，或一切與下列行為有關的任何性質之損失、毀壞、責任、費用及開支：

(i) 任何與恐怖活動有關的生物或化學污染

(ii) 任何與恐怖活動有關的導彈、炸彈、手榴彈、炸藥

就本條款而言：

2.1 「恐怖活動」指任何人士，不論是個人行動或代表或與任何組織或政府有聯繫、為政治、宗教、意識形態等的目的包括意圖影響政府和/或引起公眾恐慌所作出的暴力行為或威脅。

2.2 「污染」指因化學和/或生物物品所引致或與化學和/或生物物品有關的污染、中毒或對物件使用權的限制。

本保單亦不保因控制、防止、平定恐怖活動而直接或間接引致，或一切與此有關的損失、毀壞、責任、費用或開支。

如本公司認為在此保單內，任何損失、毀壞、責任、費用或開支不在本保單的承保範圍內，「被保險人」如不同意，則需負上證明該損失、毀壞、責任、費用或開支是在承保範圍內的責任。

## 3. 大殺傷力武器

無論保單上或任何批單上載有任何矛盾之處，茲經同意本保單不保全因使用大殺傷力核子、化學或生物武器所導致之損失，不論該損失是由使用大殺傷力核子、化學或生物武器的其中一項或多項導致。

就本條款而言：

3.1 「使用大殺傷力核子武器」指使用任何爆炸性核子武器或裝置，或任何可導致人類或動物傷殘或死亡之放射性裂變物料之放射、解除、傳播、釋放或洩漏。

3.2 「使用大殺傷力化學武器」指使用任何可導致人類或動物傷殘或死亡之固體、液體或氣體化合物之放射、解除、傳播、釋放或洩漏。

3.3 「使用大殺傷力生物武器」指任何可導致人類或動物傷殘或死亡之病原性(可致病的)微生物和/或以生物學方法製造之毒素(包括基因改造生物和以化學方法製成的毒素)之放射、解除、傳播、釋放或洩漏。

4. 「已存在之傷病」。

5. 任何性病或由於 HIV(人類免疫缺乏症病毒)及/或與 HIV 有關的任何疾病，包括愛滋病(獲得性免疫缺陷綜合徵)及/或其任何突變衍生物或變種。

6. 懷孕、分娩、難產、墮胎或流產。

7. 疾病、傳染病、精神病或非因「意外」事故而引致的受傷或死亡；非因「意外」事故而進行的任何內、外科治療手術而致的受傷或死亡。

8. 「被保險人」因先天或本身存在的異常或缺陷而遭受之身故或傷殘。

9. 「被保險人」自願招惹不必要之危機(為企圖拯救別人之生命則除外)或在神志正常或精神失常的情況下自殺、自毀、蓄意自殘或做出任何企圖威脅自身安全的行為。

10. 因「被保險人」的挑釁或故意行為而導致的打鬥或被襲擊、神經失常、酗酒、吸毒或濫用藥物(該藥物非由註冊「醫生」處方者)、長期休養或療養和非因「意外」令「身體受傷」而須進行之牙齒護理治療。

11. 「被保險人」在駕駛任何種類的汽車(包括電單車)時，血液內的酒精含量超過當地法律上允許的水平。

12. 遭遇謀殺、綁架或勒索。

13. 從事專業性質的運動或比賽，或可使「被保險人」從而獲得收入或酬勞之運動。

14. 參與各類危險活動或運動，包括但不限於打獵、使用繩索或在嚮導帶領下登山或攀山、滑雪、滑水、潛水、冬季運動、懸掛滑翔、跳降傘、賽車或其他競跑以外的比賽。在海拔五千米高度以上進行高山遠足。

15. 執行軍警工作職務期間。

17. 參與任何空中飛行活動，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)。

18. 失蹤，但因乘坐的飛機或船隻失事而致完全滅失的不在此限。

19. 間接或相生性引致之損失。

20. 任何非法行為或活動。

## 收集個人資料聲明

閣下提供的資料，為本公司提供保險業務所需，並可能使用於下列目的：

- 任何與保險或財務有關的產品或服務，或該等產品或服務的任何更改、變更、取消或續期；
- 任何索償，或該等索償的調查或分析；及本公司行使任何代位權。

上述資料可能移轉予：

- 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；
- 現存或不時成立之任何保險公司協會或聯會或類同組織(統稱為「聯會」)，以達到任何上述或有關目的，或以便「聯會」執行其監管職能，或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予「聯會」的職能；及
- 或透過「聯會」移轉予任何「聯會」的會員，以達到任何上述或有關目的。

此外，在此授權本公司可向「聯會」從保險業內收集的資料中查閱及/或核對 閣下任何資料。閣下有權查閱及要求更正由本公司持有有關 閣下的個人資料。如有需要，請以書面形式向本公司總經理辦公室經理提出，地址為香港銅鑼灣新寧道八號中國太平大廈十九字樓。

\*此為中文譯本，僅供參考之用，如有爭議，概以英文版本為準。

# ACCIDENTAL EMERGENCY MEDICAL INSURANCE CLAUSE

## INSURANCE CLAUSE

The proposer/ Insured and China Taiping Insurance (HK) Company Limited ("the Company") mutually agree:

1. The Proposal and Declaration is deemed to be incorporated and shall be the basis of this insurance contract.
2. The proposer/ Insured will pay the premium specified in the Schedule.
3. The Company will provide the cover as specified in the Schedule in respect of an Accident occurs during the period of insurance. The Company provides the Insured with an Accidental Emergency Medical Insurance Gold Card or Blue Card ("Emergency Card") and the card is treated as a deposit for emergency medical treatment at the Hospital Network caused directly and solely by Accident.

## TERRITORIAL SCOPE COVERAGE

- For Blue Card - The Guangdong and Fujian Provinces of The People's Republic of China.  
For Gold Card - The People's Republic of China (excluding Hong Kong SAR, Macau SAR and Taiwan).

## SCOPE OF HOSPITAL NETWORK

- For Blue Card - any designated hospitals administrated by the Health Department of Guangdong Province and Fujian Provincial Health Bureau, The People's Republic of China.  
For Gold Card - in addition to the above, any designated hospitals administrated by the International Emergency Assistance Centre, Ministry of Health, The People's Republic of China.

The Company can update the List of Hospital Network at its own discretion without prior notice. (The Insured can glance at the Company's Web-site [www.hk.cntaiping.com](http://www.hk.cntaiping.com) for reference.)

## PART 1 – DEFINITIONS

In this Policy where consistent with the contents, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and each of the following words and expressions shall have the following meanings except where the context otherwise requires.

1. **Accident** shall mean an event occurring entirely beyond control and caused by violent, external and visible means.
2. **Beneficiary** shall mean the person named in the Schedule as beneficiary, if no designed beneficiary, the benefit shall be paid to the Insured's estate according to the laws of Hong Kong SAR.
3. **Bodily Injury** shall mean any bodily damage caused directly and independently of all other causes by an Accident as defined above.
4. **Eligible Expenses** in respect of medical expenses shall mean those expenses necessitated by an Accident or disability covered by this insurance and incurred on the recommendation of a Medical Practitioner but not exceeding normal and customary charges for the same. Expenses for auxiliary medical apparatus and instruments (such as wheel chair, artificial limb, visual apparatus, refraction and hearing-aid) are excluded.
5. **Insured** shall mean eligible person named in the Policy Schedule.
6. **Loss of Both Eyes** shall mean the complete and irrecoverable and irremediable loss of the sight of both eyes.
7. **Loss of One Eye** shall mean the complete and irrecoverable and irremediable loss of the sight of an eye.
8. **Loss of One Limb** shall mean loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
9. **Loss of Two Limbs** shall mean loss by physical severance or total and permanent loss of use of two hands or two feet or of one hand at or above the wrist and of one foot at or above the ankle.
10. **Medical Practitioner** shall mean a person legally authorized, duly licensed or registered in the geographical area of his practice to render medical or surgical service, other than the Insured or his Close Relative.
11. **Permanent Total Disablement** shall mean a result of an Accident that prevents the Insured from attending to his normal occupation which disablement, after lasting for a minimum of fifty-two (52) months, shall be certified at the end of that time by a Medical Practitioner acceptable to the Insurer to be a condition that will permanently and totally disable the Insured from following any gainful occupation beyond the hope of any improvement.
12. **Pre-Existing Conditions** shall mean any sickness, disease or physical condition which existed before the effective date of the Policy in respect of the Insured, which presented signs or symptoms of which the Insured was aware or should reasonably have been aware.
13. **Schedule** shall mean the schedule attached to and forms part of this Policy.

## PART 2 – COVERAGE

### SECTION 1 - PERSONAL ACCIDENT INSURANCE

Maximum Benefit per Accident: specified in the Schedule

In the event of the Insured has an Accident in the Territorial Scope and suffers death or permanent disablement caused by that Accident within one (1) year, the Company agrees to pay the benefit amount to the Insured according to the percentage stated below (in the event of the death of the Insured, the payment will be paid to his Beneficiary).

| Benefits                         | Percentages of Maximum Benefit |             |
|----------------------------------|--------------------------------|-------------|
|                                  | Standard Plan                  | Deluxe Plan |
| 1.1 Death                        | 100%                           | 100%        |
| 1.2 Permanent Total Disablement  | 100%                           | 100%        |
| 1.3 Loss of Two Limbs            | Not Applicable                 | 100%        |
| 1.4 Loss of Both Eyes            | Not Applicable                 | 100%        |
| 1.5 Loss of One Limb and One Eye | Not Applicable                 | 100%        |
| 1.6 Loss of One Limb             | Not Applicable                 | 50%         |
| 1.7 Loss of One eye              | Not Applicable                 | 50%         |

The aggregate of all benefits payable in respect of any one Accident for every twelve (12) months during the period of insurance shall not exceed 100% of the amount under this Section as specified in the Schedule.

### THIS SECTION DOES NOT COVER:

If the Insured engages in any of the types of work listed below (whether on a temporary or permanent basis), no benefit shall be payable under this Section for death or permanent disablement which results from or is caused directly or indirectly by an Accident whilst:

1. Taking part in performing entertainment or film/television production or stuntman or martial arts fighter.
2. Driving commercial vehicle (container tractor, lorry, crane truck and coach).
3. Working at height exceeding thirty (30) feet above ground or floor level or excavations in any part of a depth of twenty (20) feet from the surface.
4. Working on board or terminal.

5. Working on a construction site.
6. Using of machinery driven by steam, gas, water, electricity or other mechanical power or machinery for cutting or pressing metal or plastic.

In the event of the death of the Insured caused by Accident resulting from any of types of work as mentioned above, the company will pay HKD/CNY20,000 (Standard Plan) or HKD/CNY50,000 (Deluxe Plan) as an accidental death allowance to the Insured's Beneficiary.

## SECTION 2 – ACCIDENTAL EMERGENCY MEDICAL EXPENSES

### 2.1 ACCIDENTAL EMERGENCY MEDICAL EXPENSES

Maximum Benefit per Accident: specified in the Schedule

In the event that the Insured suffers accidental Bodily Injury in the Territorial Scope resulting in emergency medical treatment at the Hospital Network immediately, the Company will reimburse the accidental emergency medical expenses subject to the maximum benefit per Accident specified in the Schedule.

### 2.2 FOLLOW UP EXPENSES

Maximum Benefit per Accident: specified in the Schedule

Subject to the first treatment expenses which are admitted and payable in the Territorial Scope, at the discretion of the Company a reimbursement up to maximum benefit specified in the Schedule for Eligible Expenses arising from follow-up medical treatment of same Accident by the Insured within thirty (30) days at the Hospital Network in the Territorial Scope or of his return to Hong Kong SAR is also allowed.

In respect of any one Accident, these follow-up expenses include the Chinese Bonesetter treatment expense which is limited to HKD/ CNY500 (HKD/CNY100 per day) and Physiotherapy or Chiropractic treatment expense which is limited to HKD/CNY1,000 (HKD/CNY150 per day). Physiotherapy or Chiropractic treatment shall have been recommended by a Medical Practitioner following consultation by the Insured.

**PROVIDED THAT** all such expenditure shall be supported by a detailed breakdown of charges, original receipts and medical reports with full diagnosis provided by a Medical Practitioner.

All first treatment for Bodily Injury must be attended by a Medical Practitioner at the Hospital Network in the Territorial Scope.

## SECTION 3 – REPLACEMENT OF TRAVEL DOCUMENTS

Maximum Benefit per event: specified in the Schedule

The Company will indemnify for the cost of replacing his personal required travel documents directly resulting from loss caused by Accident, theft, burglary, robbery during the period of insurance in the Territorial Scope.

## SECTION 4 – 24-HOUR EMERGENCY ASSISTANCE SERVICE (852) 2861 9283

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

### 1. 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 this assistance program.

**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.

**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 proposal form.

### 2. DURATION OF COVER AND GEOGRAPHIC LIMIT

The benefits mentioned in below point 3 are granted during the insurance period prescribed in the Policy and as long as the Policy remains valid and apply worldwide outside Place of Residence.

### 3. 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, on collect call or reversed charge basis. The Insured shall not be entitled to the reimbursement of expenses incurred or paid directly by him in relation to the notification.

#### 3.1 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 specialist 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.

#### 3.2 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,

3.2.2 If necessary, on medical grounds

3.2.2.1 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

3.2.2.2 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.

### 3.3 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.

### 3.4 Repatriation of Mortal Remains/Ashes

Upon the death of an Insured, IPA will arrange and pay for:

3.4.1 the repatriation of the Insured's body or ashes to the Insured's place of burial in the Insured's Place of Residence, or

3.4.2 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.

### 3.5 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.

### 3.6 Medical Monitoring

IPA will monitor an 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.

### 3.7 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 formalities 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.

### 3.8 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 seven (7) consecutive days, IPA will arrange and pay for the cost of a return scheduled airline (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 HKD/CNY1,200.00 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

### 3.9 Return of Unattended Dependent Child(ren) to Place of Residence (Unlimited Cover)

If any of the Insured's traveling dependent child(ren) under eighteen (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

IPA will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HKD/CNY1,200.00 per day for a maximum of five (5) 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

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 (365) days a year.

- 3.13.1 Pretrip Information Services
- 3.13.2 Embassy Referral
- 3.13.3 Lost Luggage Assistance
- 3.13.4 Travel Information
- 3.13.5 Hospital Network Information
- 3.13.6 Emergency Travel Service Assistance
- 3.13.7 Interpreter Referral
- 3.13.8 Legal Referral

## 4. 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.

## 5. GENERAL OBLIGATIONS OF THE INSURED

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

5.2 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.

5.3 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.

5.4 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.

## 6. 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.

## 7. LIMITATION & EXCLUSION

Provided that IPA has first sought an agreement with the Insured and his Close Relative if the Insured and/or his Close Relative shall themselves be responsible for all reasonable costs incurred for such assistance, IPA will not be required to provide assistance to the following:-

- 7.1 Pre-existing illness or disabilities for which treatment are received prior to effective date of the Policy.
- 7.2 Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism; communicable diseases requiring by law isolation or quarantine.
- 7.3 Congenital Abnormalities.
- 7.4 Pregnancy and Maternity.
- 7.5 Injuries arising directly or indirectly as a result of participation in any professional or competitive sports.
- 7.6 Injuries sustained contracted as a result of participation in illegal acts.
- 7.7 Services rendered without the authorization and/or intervention of IPA.
- 7.8 Costs which would have been payable if the event giving rise to the intervention of IPA had not occurred.
- 7.9 Any expense more specifically covered under other insurance policy.
- 7.10 Cases of minor illness or injury which in the opinion of the IPA's doctor can be adequately treated locally and which do not prevent the Insured from continuing their travels or work.
- 7.11 Expenses incurred where the Insured in the opinion of the IPA's doctor is physically able to return to his/her Place of Residence sitting as a normal passenger and without medical escort, unless deemed necessary by the IPA's doctor.
- 7.12 Cases related to psychiatric disorders.
- 7.13 The Insured engages in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route.

## 8. 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, riot 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 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.

## 9. TERMINATION

The service shall cease when the insurance policy is discontinued.

## 10. AMENDMENT

The service to be provided by IPA is subject to review from time to time and the Company reserves the right to change the service offered at any without prior notice.

11. The service is provided by IPA which is an independent contractor and is not an agent of the Company. The Company shall make no representation, warranty or undertaking as to the availability of IPA's services and shall not be liable to the Insured or any other person in any respect of any loss, damage, expense, suit, action or legal proceeding suffered or incurred by any of them, whether directly or indirectly, arising from or in connection with the services provided or advice given by IPA or its agents, or the availability of such services.

## PART 3 – TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

- 1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- 2. The written application, which the proposer / Insured as 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.
- 3. The Insured undertakes to reimburse the Company for any expenses paid by the Company on the Insured's behalf that are not properly recoverable under the Policy.
- 4. **Governing Law and Jurisdiction**  
This Policy shall be governed and construed in accordance with the laws of Hong Kong SAR.
- 5. **Authorization**  
As a condition precedent to the Company's liability, the proposer / Insured will upon request execute an agreement to empower the Company to obtain from any person and/or organization relevant information.
- 6. **Reasonable Precautions**  
The Insured shall take all reasonable precautions to prevent and minimize any accident, injury, death or expenses.
- 7. **Arbitration**  
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 (1) 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaim 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.

8. **Time Limitation**  
Every action or proceedings against the Company for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one (1) year after the Accident occurs.
9. **Subrogation**  
In the event that any payment is made under this Policy in respect of any claim, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the proposer / Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The proposer / Insured shall agree not to prejudice such rights.
10. **Notice of Claims**  
Notice of any claim must be given to the Company within thirty (30) days after sustaining Bodily Injury or Death as a result of an Accident. Failure to give notice in the time prescribed shall not invalidate a claim if the Insured has reasonable explanation.
11. **Payment of Claims**
- 11.1 The receipt executed by the proposer or Insured or Beneficiary against payment payable under this Policy shall in all cases be full and final discharge of all liabilities of the Company.
- 11.2 All premium and claim payments under this Policy will be made in insured currency. If CNY is required to convert into HKD, the applicable rate is determined by the Company.
- 11.3 No payment of claims under this Policy shall carry interest.
12. If at the time of a claim there is any other policy covering anything insured under this policy (except a claim under Section 1 Personal Accident Cover or Accidental Death Allowance (if applicable)), the Company will be liable only for the Company's proportionate share.
13. In the event of claims being made or arising from the Policy, the proposer / Insured shall furnish the Company with all certificates, information and evidence required by the Company where relevant at the proposer / Insured's own cost.
14. The Company and the proposer / Insured have the right to cancel this Policy. In the event of the Policy is cancelled by the proposer / Insured, he must give notice in writing to the Company and returning the "Emergency Card" and Policy, the balance of premium for the unexpired period of Insurance will be made subject to the following conditions:
- 14.1 For thirty (30) days, ninety (90) days, one hundred and eighty (180) days and one-year insurance policy, no premium is refundable.
- 14.2 For two-year insurance policy, the part of premium of the second year of the policy is refundable if the notice of the cancellation to the Company is given in the first year of the policy; if the notice of cancellation is given in the second year, no premium is refundable.
- 14.3 For three-year insurance policy, only the part of premium of the balanced two (2) years of the policy is refundable if the notice of cancellation to the Company is given in the first year of the policy; if the notice of cancellation is given in the second year of the policy, the premium of the third year is refundable; if the notice is given in the third year, no premium is refundable.
- The Company may cancel this Policy at any time by giving seven (7) days notice to the Insured by registered letter sent to his last known address and in such event the Company will return a pro rata portion of the premium for the unexpired Period of Insurance.
15. If the proposer / Insured declares that the Emergency Card has been lost or requests to alter any information after issuance of this card, a replacement card will be issued upon receiving the completed "Loss Card Declaration Form" or written notification to the Company together with a replacement fee of HKD/CNY100 from the proposer / Insured.

## PART 4 - CLAIMS PROCEDURES

### APPLICABLE TO PART 2 SECTION 1 - PERSONAL ACCIDENT

A claim must be submitted to the Company with supporting documents including medical reports issued by a Medical Practitioner giving details of the injury and the extent and period of disability, evidence from the official authorities concerned such as police reports and if death shall have resulted, original of the death certificate and the relevant coroner's report.

### SECTION 2 - ACCIDENTAL EMERGENCY MEDICAL EXPENSES

1. In case of the Insured is admitted to the Hospital Network as an in-patient due to accidental Bodily Injury, hospital in-patient admission procedures for the Emergency Card at Hospital Network are as follows:
- 1.1 Please call 24-hour hotline;  
For Gold Card - 800 810 9995 (Free of Charge) or (86 10) 8839 3900  
For Blue Card - (86) 13510015793 or (852) 9069 2026
- 1.2 Presents the valid "Emergency Card" before receiving emergency medical treatment in the hospital;
- 1.3 Presents the valid travel document to verify the Insured's identification;
- 1.4 Completes the claim form and provides evidence or report of the alleged accident when the Insured is discharged from the hospital.

In case of any problem, please call the Company 24-hour customer services Hotline (86) 135 1001 5793 or (852) 9069 2026 for assistance; In case of requiring any Emergency Assistance Services, please contact Inter Partner Assistance Hong Kong Limited 24-hour hotline (852) 2861 9283 for assistance on collect call basis.

The Company will reimburse the medical expenses subject to maximum benefit specified in the Schedule direct to the Hospital Network. Nevertheless, the Insured reimburse or shall be responsible for payment of any medical expenses which exceed the maximum benefit specified in the Schedule or are not covered in this Policy.

2. If the Insured is admitted to the Hospital Network as a out-patient due to accidental Bodily Injury or without presenting the Emergency Card, the Insured needs to pay the emergency medical expenses and then can submit the following claims documentation to the Company directly within thirty (30) days after the Accident:
- 2.1 The claim form completed by the Insured;
- 2.2 Original medical certificate issued by the attending Medical Practitioner stating the nature and extent of injuries, diagnosis and the treatments provided;
- 2.3 All original bills/receipts issued by the hospital concerned with detailed breakdown of costs/expenses;
- 2.4 Original report issued by the official authorities concerned such as police reports or evidence of the alleged Accident.

### SECTION 3 - REPLACEMENT OF TRAVEL DOCUMENTS

The Insured must report to the local police within twenty-four (24) hours after the occurrence of losses and provide relevant reports together with a receipt for obtaining replacement of travel documents.

## PART 5 – EXCLUSIONS

The Company will not pay under any section of this Policy for Death, Disablement, Bodily Injury, or other any loss directly or indirectly arising as a result of:

1. War, hostilities or warlike operations, 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. **Act of terrorism**

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

- (i). Biological or chemical contamination  
(ii). Missiles, bombs, grenades, explosives due to any Act of Terrorism.

For the purpose of this Clause:

- 2.1 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.

- 2.2 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.

3. **Mass Destruction**

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:

- 3.1 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.

- 3.2 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.

- 3.3 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.

4. Pre-Existing Conditions.

5. Venereal disease or HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.

6. Pregnancy, childbirth, dystocia, abortion or miscarriage.

7. Illness, infectious disease, psychiatric disorders or any Bodily Injury or Death which is not caused by Accident or by any medical or surgical treatment other than treatment required on account of an Accident covered by this Policy.

8. The Insured suffering from Congenital Abnormalities or physical defect.

9. Willfully exposing himself to needless peril (except in an attempt to save human life) or suicide, self-destruction, self-inflicted injury or any attempt treat whether sane or insane.

10. Fighting, attack resulting from provocation or deliberate act of Insured or insanity, intoxication or use of drugs (other than taken under a Medical Practitioner), rest cure or sanatorium care and dental treatment (except as necessitated by accidental injuries to sound natural teeth).

11. The Insured having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle including motorcycle.

12. Encountering murder, kidnap or extortion.

13. Engaging in sports or games in a professional capacity or where an Insured would earn income or remuneration from engaging in sports.

14. Participating in dangerous activities or sports including but not limited to hunting, climbing or mountaineering necessitating the use of ropes or guides, skating, water ski-ing, diving, winter sports, hand-gliding, parachuting, racing other than on foot.

15. Trekking at an altitude limit greater than five thousand (5,000) meters above sea level.

16. In case of the Insured engaging service in the forces or police.

17. Engaging in any form of aerial flight or air travel other than 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 company.

18. Disappearance, except in the event of the total loss by wreck of the ship or aeroplane on which the Insured was traveling.

19. Losses which are indirect and consequential in nature except herein provided.

20. Taking part in any illegal act or activities.

## PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of -

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim; and exercising any right of subrogation.

The said information may be transferred to -

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies (collectively called "the Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and
- any members of the Federation by the Federation for any of the above or related purposes.

Moreover, the Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Manager of the Office of the General Manager at 19/F., China Taiping Tower, 8 Sunning Road, Causeway Bay, Hong Kong.

Remarks: Should the English and Chinese version of this Policy has different interpretation giving rise to a dispute, the English version shall prevail.