

Blue Cross (Asia-Pacific) Insurance Limited 藍十字(亞太)保險有限公司

Student Personal Accident Protection Insurance

學生意外保障計劃

Terms and Conditions 條款及細則



Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong
Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com
Thank you for considering Sun Flower to be one of your selected intermediaries.
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

Please read these terms and conditions carefully. Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢,請致電客戶服務熱線。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of The Bank of East Asia, Limited and a member of the BEA Group. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字(亞太)保險有限公司乃東亞銀行有限公司之子公司及東亞銀行集團成員‧與 Blue Cross and Blue Shield Association 及其任何相關聯機構或許可證持有人並無任何關係。

INSURING CLAUSE

The Policyholder and the Company (as defined below) agree that:

- 1. This Policy, the Policy Schedule and any endorsement to this Policy shall be read together as one contract.
- The application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein.
- 3. The Definitions, Conditions, Exclusions contained herein and all endorsements attached hereto or endorsed hereon shall be read together with the Policy Schedule and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- 4. The Policyholder shall pay the premium specified in the Policy Schedule.
- The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy.
- 6. The due observance of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

DEFINITIONS

- "Accident" shall mean an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
- "Accidental Death" shall mean death resulting directly, solely and independently of any other cause from Injury by an Accident that occurs during the Period of Insurance within 12 Calendar Months after the date of the Accident.
- 3. "Age" shall mean the age of last birthday on the commencement date of the Period of Insurance.
- 4. "Calendar Month" shall mean the period of time between any day in a month and the day immediately preceding the same day of the next succeeding month or, if there is no corresponding day in the next succeeding month, the last day of the next succeeding month.
- 5. "Chinese Medicine Practitioner" shall mean any Chinese bonesetter, acupuncturist or practitioner who is duly registered at the place where he or she renders medical services or a person who is legally registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong), other than the Insured Person himself or herself, an insurance agent, business partner(s) or employer/employee of the Policyholder or an Immediate Family Member of the Policyholder and/or Insured Person.

- "Company" or "us" shall mean Blue Cross (Asia-Pacific) Insurance Limited.
- 7. "Fracture Leg or Patella with Established Non-Union" shall mean complete breakage into two pieces of the patella or leg bone. The fractured leg or patella does not mend properly and function normally. This condition will last for the remainder of the Insured Person's life.
- "Hong Kong" shall mean The Hong Kong Special Administrative Region of the People's Republic of China.
- "Hospital" shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bedpatients, and which:
 - a) has facilities for diagnostic procedures and surgery;
 - b) provides 24-hour a day nursing services by registered and qualified nurses;
 - c) is under the supervision of a Medical Practitioner; and
 - d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
- 10. "Hospital Confinement" shall mean being confined in a Hospital as an in-patient for medical treatment for a minimum continuous period of 24 hours upon the recommendation of a Medical Practitioner for stay in the Hospital prior to his or her discharge.
- 11. "Immediate Family Member" shall mean a person's spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.
- 12. "Injury" shall mean any bodily injury arising from an Accident, which solely and independently of any other cause (i) results in death or (ii) necessitates medical and/or surgical treatment.
- 13. "Insured Person" shall mean the person(s) named as Insured Person in the Policy Schedule or by way of subsequent endorsement to this Policy.
- 14. "Loss of Thumb, Fingers or Toes" shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- 15. "Loss of Limb" shall mean irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 16. "Loss of Hearing" shall mean the total and irrecoverable loss of hearing for all sounds of both ears where,

If a db - Hearing loss at 500 Hertz

If b db - Hearing loss at 1,000 Hertz

If c db – Hearing loss at 2,000 Hertz

If d db – Hearing loss at 4,000 Hertz

1/6 of (a+b+c+d) is above 80db.

17. "Loss of Sight" shall mean the entire and irrecoverable loss of sight.



- 18. "Loss of Speech" shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- 19. "Loss of Use" shall mean total functional disablement.
- 20. "Period of Insurance" shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
- 21. "Permanent Total Disablement" shall mean any disablement resulting from an Injury which within 12 Calendar Months of the date of the Accident prevents the Insured Person from attending to his or her normal occupation for a minimum period of 12 consecutive Calendar Months certified at the expiry of that period by a Medical Practitioner to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
- 22. "Medical Practitioner" or "Surgeon" shall mean a practitioner of western medicine duly registered at the place where he or she renders medical or surgical services other than the Insured Person himself or herself, an insurance agent, business partner(s) or employer/employee of the Policyholder or an Immediate Family Member of the Policyholder and/or Insured Person.
- 23. "Policyholder" shall mean the person named as "Policyholder" in the Policy Schedule.

BENEFIT PROVISIONS

Note:

All benefits payable under this Policy are subject to the maximum limits, sub-limits as stated under the Schedule of Benefit of the Policy Schedule for plan selected for the Insured Person.

SECTION 1 "Accidental Death and Permanent Disablement" Benefit

If the Insured Person sustains an Injury during the Period of Insurance resulting in his or her Accidental Death or any Permanent Disablement as listed in the Table of Benefits within 12 Calendar Months from the date of the Accident, the Company shall pay the "Accidental Death and Permanent Disablement" Benefit of an amount calculated in accordance with the Table of Benefits. Under all circumstances, the aggregate liability of the Company under this Section shall not exceed 100% of the Sum Insured as stated in the Policy Schedule.

SECTION 2 "Accidental Medical Expenses" Benefit

If the Insured Person sustains an Injury during the Period of Insurance and incurs reasonable and necessary medical expenses for the following services or treatment on the recommendation of a Surgeon or Medical Practitioner, the Company shall reimburse the Policyholder for such medical expenses to an extent not exceeding the usual level of fees charged for similar services or treatment in the locality where the expenses are incurred:

- a) hospitalisation;
- b) surgical treatment;
- c) ambulance and paramedic services;
- d) diagnostic test; and
- consultation and prescription of medicines and/or drugs by a Medical Practitioner.

Exclusions Applicable to Section 2

The Company shall not be liable for:

- any expenses incurred after the expiration of a period of 12 Calendar Months from the date of the Accident;
- any expenses incurred for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care:
- any expenses incurred for dental treatment unless such treatment is necessitated by Injury to sound natural teeth; or
- 4. any expenses incurred for Chinese bonesetter and acupuncturist treatment.

SECTION 3 "Daily Hospital Cash Allowance" Benefit

If the Insured Person sustains an Injury during the Period of Insurance that results in Hospital Confinement, the Company shall pay the "Daily Hospital Cash Allowance" Benefit (the amount of which is stated in the Policy Schedule) for each complete day of such Hospital Confinement, subject to the maximum aggregate benefit period as stated in the Policy Schedule. For the purpose of this Section 3, "complete day" shall mean a continuous period of 24 hours.

Exclusions Applicable to Section 3

No benefit shall be payable by the Company if the Hospital Confinement shall commence after the expiry of the Period of Insurance.

SECTION 4 "Chinese Bonesetter and Acupuncturist Treatment" Benefit

If the Insured Person sustains an Injury during the Period of Insurance and incurs reasonable and necessary expenses for Chinese bonesetter or acupuncturist treatment received from a Chinese Medicine Practitioner, the Company shall reimburse the Policyholder for such medical expenses.

Exclusions Applicable to Section 4

The Company shall not be liable for any expenses incurred after the expiration of a period of 12 Calendar Months from the date of the Accident.



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GENERAL EXCLUSIONS

The following exclusions are applicable to all sections under the Benefit Provisions of this Policy. This Policy shall not cover the following Injury suffered by the Insured Person:

- 1. Injury sustained whilst the Insured Person is engaging in any of the activities described herein below:
 - engaging in any sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
 - flying or other aerial activities other than flying in a multi-engine fixed-wing aircraft operated by the licensed airline or charter operator as a fare paying passenger but not:
 - i) airline personnel or aircrew;
 - ii) for the purpose of any trade or technical operation in or on the aircraft;
 - c) climbing or mountaineering necessitating the use of ropes or guides, hang gliding and parachuting;
 - d) racing other than:
 - i) on foot;
 - ii) yacht racing within territorial waters;
 - e) trekking at an altitude limit greater than 5,000 metres above sea level or diving to a sea-depth greater than 30 metres;
 - f) working or engaging in any kind of work or occupation other than purely administrative or clerical work (whether on a temporary or short-term basis) that would or could earn income or remuneration from engaging in such work or occupation;
- 2. Injury arising from or contributed to by:
 - a) intentional self-inflicted injury, attempted suicide or suicide, while sane or insane;
 - b) the taking of any drug unless it is proved that the drug was taken in accordance with the proper prescription of a Medical Practitioner and not for the treatment of drug addiction;
 - c) pregnancy or childbirth;
 - d) intoxication;
 - e) any consequence of war, (whether war be declared or not), invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution or military or usurped power;
 - f) nuclear fission, nuclear fusion or radioactive contamination, whether arising directly or indirectly;
 - g) service in any armed force of a country;
 - h) involvement in any criminal activities other than as a proved victim or a bystander;
 - i) any willful, malicious, unlawful or deliberate act of the Policyholder and/or Insured Person;
- Injury sustained after the expiry of the Period of Insurance; or
- 4. Injury arising from or contributed to by any disease, physical or mental defect or infirmity or condition for which the Insured Person has received medical treatment or advice or of which the Policyholder or the

Insured Person was aware or would reasonably be expected to be aware prior to the inception of this Policy.

GENERAL CONDITIONS

1. Eligible Insured Person

No coverage shall be provided to (i) any person who is under the Age of 2 or over the Age of 23 ("Maximum Age"); or (ii) any person engaging in occupation other than a full-time student on the commencement date of the Period of Insurance. For the avoidance of doubts and without prejudice to the maximum limits, sublimits, exclusions, conditions and any other provisions of this Policy, coverage of the Insured Person shall continue and remain unaffected in the event that:

- a) the Insured Person exceeds the Maximum Age before the expiry of the Period of Insurance; or
- b) the Insured Person ceases to be a full-time student during the Period of Insurance.

2. Notice

All notices required to be given by the Policyholder to the Company must be in writing and addressed to the Company and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

3. Exposure and Disappearance

Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or vessel in which the Insured Person is travelling under such circumstances as would be covered hereunder shall be deemed to be Accidental Death or Injury (as the case may be) for the purpose of this Policy.

If the body of the Insured Person has not been found within 12 Calendar Months after the date of the disappearance due to disappearance, sinking or wrecking of the aircraft or other conveyance either on land or at sea in which the Insured Person was travelling at the time of an Accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered from an Injury at the time of such disappearance, sinking or wrecking resulting in Accidental Death.

4. Change In Risk

During the Period of Insurance and upon the application of each renewal of this Policy, the Policyholder shall give immediate notice to the Company of any change of address, any material fact affecting this insurance including any injury, disease, physical or mental defect or infirmity affecting the Insured Person or any change thereof and also of any other insurance effected by or on behalf of the Insured Person against accident or incapacity.

5. Misrepresentation/Fraud

If the application, proposal and/or declaration of the Policyholder and/or Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation

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or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then the coverage of this Policy shall become null and void with effect from its commencement date.

6. Renewal

Subject to the agreement of the Company, this Policy may be renewed for another year on the terms as the Company may determine upon payment by the Policyholder in advance of the premium payable for the benefits elected at the time of each renewal.

7. Change in Benefits

Subject to the approval of the Company, the Policyholder may request for change of level of benefits by switching to another plan offered by the Company at the time of the renewal of this Policy.

8. Cancellation

The Company may cancel this Policy by giving no less than 7 days' prior notice by registered letter to the Policyholder at his or her last known address provided that the Company shall in that event return to the Policyholder a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may also be cancelled at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company and provided no claim has been made under this Policy, the Policyholder shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's short period rates (as shown in the following table) for the period this Policy has been in force subject to a minimum premium of HK\$300.

Short Period Rate Table

Policy Period		Premium to be charged*	
Not exceeding	1 month	20%	
	2 months	30%	of annual premium
	3 months	40%	
	4 months	50%	
	5 months	60%	
	6 months	70%	
	7 months	80%	
	8 months	90%	
9 months or above		Full annu	al premium

^{*}Subject to a minimum premium per policy HK\$300.

9. Arbitration

All differences arising out of this Policy shall be first determined by arbitration in accordance with Arbitration Ordinance and the laws of Hong Kong. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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 any difference arising out of this Policy shall not have been referred to arbitration in accordance with this provision within 12

Calendar Months from the date on which the difference first arises, then the right to arbitration in respect of such a difference between the parties shall for all purposes be deemed to have been waived and abandoned and the difference shall not thereafter be brought to arbitration.

10. Liability

The Company shall not be liable for any claim until the Policy has been issued and premium due has been fully received by the Company.

11. Abandoned Claims

If the Company shall disclaim liability for any claim under this Policy, and such claim shall not have been referred to arbitration as described above within 12 Calendar Months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

12. Governing Law

This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

13. Subrogation

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to the Company.

14. Other Insurance

In the event of the Insured Person becoming entitled to a refund of all or part of such expenses from any other insurance, the Company will only be liable for such amount in excess of the amount payable under such other insurance.

CLAIMS CONDITIONS

- Upon the happening of any Accident likely to give rise to a claim under this Policy, the Policyholder shall within 14 days after the happening of the Accident give written notice to the Company with full particulars of the Accident and Injury and shall as soon as possible arrange the Insured Person to procure and act on proper medical or surgical advice.
- 2. The Insured Person, or his or her representatives, shall at his or her own expenses furnish to the Company all such certificates, information and evidence in the form and language and of the nature as may from time to time reasonably be required by the Company and the Insured Person shall wherever reasonably required by the Company to do so submit to a medical examination.
- 3. In the event of the death of the Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense and reasonable prior notice shall so far as is practicable be given by the Company before interment or cremation stating the time and place of any inquest appointed.



- 4. All claims must be submitted with comprehensive supporting information including, but not limited to, the following:
 - a) For "Accidental Death and Permanent Disablement" Benefit:
 - Hospital and/or Medical Practitioner's report(s) certifying the nature of the Injury, the extent and the period of disablement;
 - ii) police report (where applicable); and
 - iii) (in the event of the death of the Insured Person) death certificate and coroner's report.
 - b) For "Accidental Medical Expenses" Benefit, "Daily Hospital Cash Allowance" Benefit and "Chinese Bonesetter & Acupuncturist Treatment" Benefit:
 - original medical bill(s) and receipt(s) relevant to the claim;
 - ii) full medical report prepared by the attending Medical Practitioner, Surgeon or Chinese Medicine Practitioner (as the case may be) and/or official documentation issued by the relevant Hospital or clinic stating:
 - diagnosis of the condition treated and nature of treatment
 - date of the Injury
 - particulars of the Hospital Confinement (if any) including the date, time, duration and place of such Hospital Confinement; and
 - iii) summary of the whole course of treatment received by the Insured Person including but not limited to the following:
 - date of treatment
 - nature and particulars of treatment
 - medicines and/or drugs prescribed.
- All benefits payable under this Policy shall be paid to the Policyholder or, in the event of the death of the Policyholder, to his or her legal personal representative.
- 6. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request from the Company requesting such further information, and the claim shall thereafter be deemed to be abandoned.
- 7. In the event the Company is entitled to repudiate liability or refuse indemnity under this Policy, any amounts paid to the Policyholder or his or her legal personal representative pursuant to this Policy prior to such repudiation or refusal shall be fully refunded to the Company forthwith upon its demand.

NOTE: Should there be any inconsistency between the English and Chinese versions, the English version of this Policy shall prevail.



Table of Benefits - Accidental Death and Permanent Disablement

Insure	d Events	Benefits Payable (Percentage of Sum Insured)	
1.	Accidental death	100%	
	Permanent disablement (2.1 to 2.18)		
2.1	Permanent total disablement	100%	
2.2	Permanent and incurable paralysis of all limbs	100%	
2.3	Permanent total loss of sight of both eyes	100%	
2.4	Permanent total loss of sight of one eye	50%	
2.5		100%	
2.6	Loss of or permanent total loss of use of one limb	50%	
	Permanent total loss of speech and hearing	100%	
	Permanent total loss of hearing in	10078	
	a) both ears	75% 15%	
	b) one ear	1370	
	Permanent total loss of speech	50%	
2.10	Permanent total loss of the lens of one eye	30%	
2.11	Removal of the lower jaw by surgical operation	30%	
2.12	Loss of or permanent total loss of use of thumb and four fingers of a) right hand		
	b) left hand	70% 50%	
2.13	Loss of or permanent total loss of use of four fingers of		
	a) right hand b) left hand	40%	
2 14		30%	
2.14	Loss of or permanent total loss of use of one thumb a) both right joints	30%	
	b) one right joint	15%	
	c) both left joints	20%	
0.45	d) one left joint	10%	
2.15	Loss of or permanent total loss of use of fingers a) three right joints	100/	
	b) two right joints	10% 7.5%	
	c) one right joint	5%	
	d) three left joints	7.5%	
	e) two left joints	5%	
	f) one left joint	2%	
(In sho	the event that the insured person is left-handed, the applicable percentages for own in 2.12 to 2.15 shall be reversed.)	eleft and right hands as	
2.16	Loss of permanent total loss of use of toes		
	a) all - one foot	15%	
	b) great - both joints	5%	
	c) great - one joint d) other toe	3%	
2 17		2%	
	Fractured leg or patella with established non-union	10%	
2.18	Shortening of leg by at least 5cm	7.5%	

NOTE: Should there be any inconsistency between the English and Chinese versions, the English version of this Policy shall prevail.



保險條款

保單持有人與本公司 [界定如下] 雙方同意:

- 1. 本保單、保單承保表及本保單的任何批單須一併閱讀·並視為 同一份合約。
- 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據,並視為已收納於本保單內。
- 3. 本文所載的釋義、條件、不保事項及所有批單應與保單承保表 一併閱讀,而任何已賦予特定涵義的字詞具有該等涵義。
- 4. 保單持有人須繳付保單承保表內所列的保費。
- 本公司在符合本保單內的賠償限額、條款、條件及不保事項規 定下提供保險。
- 6. 受保人及有關索償人須適當遵守及履行本保單的條款、條件及 批單;及其在申請表格、投保書及聲明內容的真實性、乃本公司根據本保單承擔賠償責任的先決條件。

釋義

- 「意外」指因暴力、外在及可見因素引致並且完全非受保人所 能控制的事故。
- 「意外身故」指直接及完全地因受保期內發生的意外受傷,且 並非因任何其他理由而引致的死亡,而其須發生於由該意外發 生當日起計12個日曆月內。
- 3. 「年齡」指於受保期首日的上一次生日時的年齡。
- 4. 「日曆月」指由某一月份內某一日子至下一個緊接著的月份內相同的日子之前一天為止或下一個緊接著的月份內最後一日 (如下一個緊接著的月份內沒有對應的相同日子)的期間。
- 5. 「中醫師」指任何在其提供醫療服務的地方正式註冊·或根據《中醫藥條例》(香港法例第 549 章)於香港中醫藥管理委員會合法註冊的跌打師、針灸師或醫師·惟受保人本身、保單持有人的保險代理、業務夥伴或僱主/僱員或保單持有人及/或受保人的直屬家庭成員則除外。
- 6. 「本公司」或「我們」指藍十字(亞太)保險有限公司。
- 7. 「折斷腿部或膝蓋而無法縫合」指膝蓋或腳骨完全分為兩截。 折斷腿部或膝蓋無法縫合及正常活動。該情況在受保人之餘生 將一直持續。
- 8. 「香港」指中華人民共和國香港特別行政區。
- 「醫院」指具適當規模並已註冊為醫院,向患病及受傷人士提供收費留院護理及治療服務的組織,並須:
 - a) 設有診病及手術設施;
 - b) 由註冊及合資格護士提供 24 小時護理服務;
 - c) 有醫生監督;及
 - d)並非一般診所、酗酒或吸毒人士治療所、療養護理院、康 復中心・或老人院或同類機構。
- 10. 「住院」指按醫生建議需以住院病人身分留院最少連續 24 小 時以接受醫學治療。
- 11. 「直屬家庭成員」指一名人士的配偶、子女、父母、配偶的父母、兄弟姊妹、祖父母、孫或法定監護人。
- 12. 「受傷」乃指完全因意外·而非涉及任何其他原因所引致的身體受傷·並(i)引致死亡或(ii)需要接受醫藥及/或手術治療。

- 13. 「**受保人**」指於保單承保表或本保單的批單內列為受保人的人士。
- 14. 「**喪失拇指、手指或腳趾**」指掌指關節或跖趾以上位置的關節 完全切斷。
- 15. 「喪失肢體」指手腕或足踝關節或以上部位的肢體完全從身體分離及無法復原。
- 16. 「喪失聽覺能力」指雙耳完全喪失及無法復原之聽力即:

如果 a 分貝 - 損失聽力至 500 赫

如果 b 分貝 - 損失聽力至 1,000 赫

如果 c 分貝 - 損失聽力至 2,000 赫

如果 d 分貝 - 損失聽力至 4,000 赫

(a+b+c+d) 之 1/6 高於 80 分貝。

- 17. 「喪失視力」指視力完全喪失及無法復原。
- 18. 「喪失語言能力」指無法發出說話所需的四種語言音中的三種·例如唇音、齒齦音、顎音及軟顎音·或聲帶完全喪失功能,或大腦控制說話的中樞受損,導致語言失能症。
- 19. 「喪失功能」指完全喪失有關肢體的功能。
- 20. 「受保期」指保單承保表內所列的保單生效時期。
- 21. 「永久完全傷殘」指受保人因意外而受傷並在該意外發生當日 起計 12 個日曆月內不能從事其正常工作持續至少 12 個日曆 月,並其狀況在此段期間終結時經醫生證實為永久且完全不能 從事任何可賺取報酬的工作,並且無好轉之跡象。
- 22. 「醫生」或「外科醫生」指於提供醫療或外科手術服務的地方 正式註冊的西醫,惟本身是受保人、保險中介人、保單持有人 之業務夥伴或僱主/僱員或保單持有人及/或受保人的直屬家 庭成員則除外。
- 23. 「保單持有人」指於保單承保表內列為保單持有人的人士。

保障條文

注意:

在本保單下應支付的所有保障將受列於保單承保表內 的賠償額上限及分項賠償額上限所規限,有關上限則 按受保人已選取的計劃而釐定。

第一部分「意外身故及永久傷殘」保障

若受保人在受保期內受傷·而導致於有關意外後 12 個日曆月內意外身故或列於保障項目表內之任何永久傷殘·本公司將支付「意外身故及永久傷殘」保障·保障金額按保障項目表所載之方法計算。在所有情況下·本公司就本部分須承擔之總責任將不可超過保單承保表所述之投保額的 100%。

第二部分「意外醫療費用」保障

若受保人在受保期內受傷,並因在外科醫生或醫生的建議下接受以 下服務或治療而引致合理及必需的醫療開支,本公司將向保單持有 人價付該等醫療開支,但以不超過當地就類同服務或治療的慣常收 費為限:

- a) 住院;
- b) 外科治療;
- c) 救護車及輔助醫療服務;
- d) 診斷測試;及
- e) 向醫生求診及經醫生處方藥物

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適用於第二部分的不保事項

本公司無須支付:

- 1. 由意外發生當日起計 12 個日曆月屆滿後引致的任何開支;
- 為購買或使用特別支架、用具或器材、一般檢查、療養、養護或休養療法或特別護理所引致的任何開支;
- 3. 因接受牙科治療而引致的任何開支·惟因健全的天生牙齒受傷 而必須進行的治療則除外;或
- 4. 因接受跌打師及針灸師的治療而引致的任何開支。

第三部分「每天住院現金津貼」保障

若受保人在受保期內受傷而導致住院時·本公司將按受保人的每一整天住院支付「每天住院現金津貼」保障(有關金額載於保單承保表內)·惟須以保單承保表所列的合共最長保障期為限·就本第三部分而言·「一整天」指連續24小時的期間。

適用於第三部分的不保事項

若受保人於受保期屆滿後才開始住院,本公司則無須支付任何保 隨。

第四部分「跌打及針灸治療」保障

若受保人於受保期內受傷,並因接受中醫師的跌打或針灸治療而引致合理及必需的開支,本公司將向保單持有人償付該等醫療開支。

適用於第四部分的不保事項

本公司無須支付由意外發生當日起計 12 個日曆月屆滿後引致的任何關支。

一般不保事項

以下的不保事項適用於本保單的所有保障條文·本保單不承保以下 各項·

- 1. 受保人因從事以下任何活動而受傷:
 - a) 受保人以專業身分參與任何體育運動·或可因參與該體育 運動而賺取收入或酬勞的運動;
 - b) 飛行或其他航空活動・惟以付費乘客身分乘搭由持牌航空公司或包機營運商經營之多引擎定翼飛機而不屬下列情況則除外:
 - i) 身為航空公司的工作人員或機組人員;
 - ii) 為了在飛機上進行任何商業活動或技術運作;
 - c) 需要使用繩索或牽引索的攀爬或登山活動、駕駛懸掛式滑 翔機及跳傘;
 - d) 競賽(以下競賽則除外):
 - i) 利用足部進行的競賽;
 - ii)在香港領海範圍內進行帆船競賽;
 - e) 在海拔 5,000 米以上進行高山遠足或在 30 米水深以下潛水;
 - f) 從事獲得收入或酬勞的任何類別的工作或職業而並非純屬 行政或文職工作(不論是否臨時或短期性質);
- 2. 因下列情況引致受傷:
 - a) 蓄意自我毀傷、企圖自殺或自殺 (不論神志是否清醒亦然);

- b) 服食任何藥物,除非證實是根據醫生的適當處方 及並非 為治療毒癮而服食該等藥物;
- c) 懷孕或分娩:
- d) 中毒;
- e) 任何戰爭(不論已宣戰與否)、侵略、外敵行動、恐怖活動、內戰、叛亂、革命或軍事或篡奪行動;
- f) 核裂變、核聚變或輻射污染(不論是否直接或間接所引 致);
- g) 任職於國家的武裝部隊:
- h) 參與任何犯罪活動·惟獲證實為受害者或旁觀者則除外;
- i) 保單持有人及/或受保人的任何蓄意、惡意、非法或故意 的行為:
- 3. 在受保期屆滿後受傷:或
- 4. 受傷乃是由於受保人所患之任何疾病、身體或精神之不健全或 衰弱或任何其他情況所引致的,而為該疾病或狀況受保人在本 保單生效前曾接受治療或醫療建議或保單持有人或受保人在本 保單生效前已知悉或於合理預計下應該知悉該疾病或狀況。

一般條件

1. 合資格受保人

(i) 年齡在 2 歲以下或在 23 歲以上(「最高年齡」)的任何人士;或(ii) 於受保期首日為在職人士(全職學生除外)之任何人士將不獲承保。

為免存疑及在不損害本保單的賠償額上限、分項賠償額上限、 不保事項、條件及任何其他條款的原則下,受保人的保障在下 列情况下將仍然生效且不受影響:

- a) 受保人於受保期屆滿前已超過最高年齡;或
- b) 受保人於受保期內已非全職學生。

2. 通知

保單持有人向本公司提供的所有通知必須以書面發出 · 並傳送 至本公司的地址·除非由本公司的授權代表正式簽署·否則本 保單(包括其任何批單)的任何更改均屬無效。

3. 處身險境及失蹤

倘受保人在受本保單保障範圍內·因搭乘的飛機或船隻遇上不幸事故而處身險境並直接導致受保人死亡、損害或傷殘·就本保單而言·受保人將被視為意外身故或受傷(視屬何情況而定)。

倘受保人在受本保單保障範圍內,因乘搭的飛機或其他陸路或海路的運輸工具而失蹤、墜毀或沉沒並於其後 12 個日曆月內,仍未能尋回受保人的軀體,則受保人將被視為在上述失蹤、墜毀或沉沒事件發生之時受傷而導致意外身故。

4. 風險改變

在受保期內及每次申請續保時,保單持有人必須就地址更改或 影響本保險的任何重要事實,包括影響受保人的任何損傷、疾 病、身體或精神之不健全或衰弱或其任何變化,以及為受保人 購買的任何其他意外或喪失能力之保險,即時通知本公司。

5. 失寶陳述/欺詐

倘若保單持有人及/或受保人的申請表格、投保書及/或聲明之內容有任何失實之處,或就影響風險的任何重要事實作出錯誤陳述或有所遺漏,或倘若此保險或其續保涉及任何錯誤陳述、失實陳述或隱瞞,或有任何涉及欺詐成份或誇大之索償或

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以虚假聲明或陳述為依據之索償,則本保單內的保障將於本保 單生效當日起視為無效。

6. 續保

在本公司同意的大前提下,保單持有人可預先繳付保費並同意 接受本公司就續保施加的條款,以續保一年,每次續保時應繳 付之保費均由本公司按每次續保時所選的保障利益而釐定。

7. 保障的變動

保單持有人可於提交續保申請時要求以轉換計劃之方式更改保 障級別,惟須得到本公司的批准。

8. 取消保單

本公司可按保單持有人最後為人所知的地址‧以掛號信件的方式向保單持有人發出不少於 7 天通知‧藉此取消本保單‧惟本公司須按比例向保單持有人退還保險未屆滿期間的保費。保單持有人亦可向本公司發出不少於 7 天的書面通知以取消保單‧而在本保單無任何索償之情況下‧保單持有人可獲得退還已付的保費與按本保單的生效期及本公司短期保費率(如下表所示)計算的保費(最低為 HK\$300)兩者的差額(如有)

短期保費率表

保單生效期		收取的保費*	
不多於	1 個月		20%
	2 個月		30%
	3 個月		40%
	4 個月	全年保費的	50%
	5 個月	王中恢复的	60%
	6 個月		70%
	7 個月		80%
	8 個月		90%
9 個月或以上		全年保費	

^{*}每份保單的最低保費為HK\$300

9. 仲裁

由本保單引致的所有糾紛·均須首先根據仲裁條例及香港法例進行仲裁。若雙方未能就仲裁員的選擇達成協議·則該選擇權將提交予香港國際仲裁中心當時的主席。本條款明確規定就本保單作出任何訴訟或起訴權利的先決條件·為首先須尋求仲裁裁決。若由本保單引起的任何爭議未能於首度產生爭議後 12個日曆月內根據本條款提交仲裁·任何一方就該爭議訴諸仲裁的權力須被視作放棄·其後亦不能就該爭議提出仲裁。

10. 責任

在本公司發出保單及悉數收取到期之保費前・本公司無須對任 何家償負責。

11. 放棄索償

若本公司拒絕對本保單的索償作出賠償·而該項索償並未於拒絕賠償日期起計 12 個日曆月內根據上文所述交付仲裁,則該項索償就各方面而言將被視作放棄論,且日後不能再提出索償。

12. 規管法律

本保單必須於香港簽發·並受香港法律規管並按其詮釋,且服從香港法院的專有司法管轄權。

13 代位權

本公司有權以保單持有人及/或受保人的名義·對可能須就引致本保單索償負上實任的任何第三者進行追討·有關費用將由本公司承擔·而所討回的款項亦歸本公司所有。

14. 其他保險

若受保人可因任何其他保險獲退還全部或部分費用。則本公司 僅須負責支付在扣除根據該等保險應付金額後之費用餘額。

索償條件

- 當任何意外發生可能引致本保單下之索償,則保單持有人必須 在意外發生後 14 天內向本公司發出載有意外及受傷詳情的書 面通知,並應盡快安排受保人徵詢妥善的醫療或外科意見及按 照該等意見而行。
- 受保人或其代表必須自費並在合理情況下按本公司要求的形式、語言及性質向本公司不時提供所有證書、資料及證據·而受保人亦必須應本公司的合理要求・進行健康檢查。
- 若受保人身故·本公司有權自費在屍體埋葬或火葬前進行驗屍檢查·但本公司必須在切實可行的情況下就驗屍時間及地點給予合理時間的頒知。
- 4. 所有索償必須連同詳細的證明文件一併提交·包括(但不限於)以下·
 - a) 如屬「意外身故及永久傷殘」 保障:
 - i) 醫院及/或醫生報告,證明受傷的性質、程度及傷殘 時段;
 - ii) 警方報告(如適用);及
 - iii) 如受保人身故·死亡證及驗屍報告。
 - b) 如屬「意外醫療費用」 保障、「每天住院現金津貼」 保障及「跌打及針灸治療」保障:
 - i) 與索償有關的醫療賬單及收據正本;
 - ii) 由主診醫生、外科醫生或中醫師(視屬何情況而定) 所撰寫的詳細醫療報告及/或由相關醫院或診所簽發 之正式文件·並須列明:
 - 診斷及療法性質
 - 受傷日期
 - 住院詳情(如有)·包括該住院日期、時間、持續期及地點;及
 - iii) 受保人所接受整個治療過程的撮要·包括但不限於以下所述:
 - 治療日期
 - 療法性質及詳情
 - 經醫生使用處方的藥物及/或藥品。
- 根據本保單應付的所有賠償・必須支付予保單持有人・如保單 持有人不幸身故・則支付予其合法遺產代理人。
- 6. 如本公司未能在提出書面要求起計 60 天內收妥所需索償資料、本公司將不會對有關索償承認責任、而該索償在其後將視作放棄論。
- 倘本公司有權拒絕履行本保單的賠償責任,保單持有人或其合 法遺產代理人必須應要求向本公司全數退還任何根據本保單已 支付的賠償金額。

註:中英文版本如有差異,以英文版本為準。



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保障項目表 - 意外身故及永久傷殘賠償

受保事項		須付保障 (保障額之百分比)
1.	意外身故	100%
2.	永久傷殘 (2.1 至 2.18)	
2.1	永久完全傷殘	100%
2.2	永久及無法治癒的四肢癱瘓	100%
2.3	永久完全喪失雙目視力	100%
2.4	永久完全喪失單目視力	50%
2.5	喪失或永久完全喪失兩肢功能	100%
2.6	喪失或永久完全喪失一肢功能	50%
2.7	永久完全喪失語言及聽覺能力	100%
2.8	永久完全喪失聽覺能力	<i>7</i> 5%
	a) 兩隻耳朵 b) 一隻耳朵	15%
2.9	永久完全喪失語言能力	50%
2.10	永久完全喪失單目的晶狀體	30%
2.11	通過外科手術切除下顎	30%
2.12	喪失或永久完全喪失拇指及四隻手指功能 a) 右手	70%
	b) 左手	50%
2.13	喪失或永久完全喪失四隻手指功能	400/
	a) 右手 b) 左手	40% 30%
2.14	喪失或永久完全喪失一隻拇指功能	
	a) 兩個右指骨 b) 一個右指骨	30%
	c) 兩個左指骨	15% 20%
	d) 一個左指骨	10%
2.15	喪失或永久完全喪失手指功能	
	a) 三個右指骨	10%
	b) 兩個右指骨 c) 一個右指骨	7.5%
	d) 三個左指骨	5% 7.5%
	e) 兩個左指骨	7.37° 5%
	f)一個左指角	2%
(ž	撇子可獲得的保額百分比將根據 2.12 至 2.15 按左右手對調的基準計算。)	
2.16	喪失或永久完全喪失腳趾功能	4.807
	a)全部腳趾-一隻腳掌 b)大腳趾-兩個趾骨	15% 5%
	c) 大腳趾 - 一個趾骨	5% 3%
	d) 其他 - 腳趾	2%
2.17	折斷腿部或膝蓋而無法縫合	10%
2.18	腿部縮短至少5厘米	7.5%

註:中英文版本如有差異,以英文版本為準。

