



## 學生人身平安保險條款

### 保險條款：

投保人/「被保險學生」與中國太平保險(香港)有限公司(以下簡稱「本公司」)雙方同意：

1. 將投保暨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/「被保險學生」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「被保險學生」在保險期限內發生的「意外」事故提供保險。

### 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，下列詞語將以以下定義解釋。

1. 「承保表」指附於本保險單並構成本保險單一部分的保障項目。
2. 「被保險學生」指年齡由3至19週歲非在職及未婚之香港特別行政區全讀學生，而其姓名列於「承保表」內。
3. 「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。
4. 「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。
5. 「永久傷殘」指因「意外」並在一年內因該「意外」而導致喪失一肢或多肢、一目或雙目失明、永久完全失聰或喪失說話能力。
6. 「雙目失明」指雙目完全及不能恢復及不能醫治之失明。
7. 「一目失明」指單目完全及不能恢復及不能醫治之失明。
8. 「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踝以上的功用。
9. 「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踝以上的功用。
10. 「永久喪失說話能力」指無法發出說話所需的四種語音中之三種，例如唇音、齒齶音、顎音或軟顎音，或聲帶完全喪失功能或腦內語言中樞神經損傷而導致語言失能症。
11. 「永久完全失聰」指聽力永久完全喪失，指周波數在500、1,000、2,000、4,000赫(hertz)時的聽力喪失程度分別為a、b、c、d dB(強音單位)時，其(a+2b+2c+d)之六分之一的值在80dB以上。
12. 「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「被保險學生」或「被保險學生」的親屬除外。
13. 「合理醫療費用」就醫療費用而言，乃指被保險範圍內之「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。
14. 「醫院」指具備適當規模並已註冊為「醫院」，以視生傷及受傷人士為付費住院病人提供護理及治療之組織，並須設有下述各項：
  - 14.1 診病及手術設施。
  - 14.2 由註冊畢業護士提供24小時護理服務。
  - 14.3 有「醫生」監督。一般診所、酗酒或吸毒人士治療所、療養護理院，或老人院或同類機構，均非「醫院」。
15. 「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，而投保人/「被保險學生」當時已知悉或應已知悉者。
16. 「嚴重燒傷」意指因由高溫使細胞組織受到損害。
17. 「等級」意指通常習慣以當地政府所頒報的政策內，其中用以測量「燃燒」程度上表示的單位。
18. 「三級程度燒傷」意指用以表示身體皮膚面積及皮膚以下細胞組織所受到的損傷或破壞的程度。

### 第一部分 人身平安保險

學能保計劃：最高賠償金額 HKD200,000

智能保計劃：最高賠償金額 HKD500,000

如「被保險學生」在保險期限內發生「意外」引致「身體受傷」並在一年內因該「意外」而導致身故或「永久傷殘」，本公司同意按下列賠償比率賠償予「被保險學生」(如屬身故則賠償予其法定/指定受益人)。

	最高賠償金額百分比
1.1 身故	保額的 100%
1.2 喪失兩肢或雙目失明	保額的 100%
1.3 喪失一肢或一目失明	保額的 50%
1.4 永久完全失聰	保額的 75%
雙耳	保額的 15%
單耳	保額的 50%
1.5 永久喪失說話能力	保額的 50%

在保險期限內，不論一次或多次賠償，本公司最高賠償金額，以不超過上述所列最高賠償金額為限。

### 第二部分 意外醫療費用

學能保計劃：最高賠償金額 HKD5,000

智能保計劃：最高賠償金額 HKD10,000

如「被保險學生」在保險期內因「意外」導致「身體受傷」而需接受醫療護理或外科手術治療，本公司將支付：

1. 「醫生」診症、治療及外科手術費用、X光檢驗費用及其他檢驗費、由「醫生」處方之藥物，並由「醫生」門診配藥部門或註冊藥劑師配藥。
2. 住院費用、住院房租及膳食費、手術室費用及各項「合理醫療費用」。
3. 「被保險學生」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「被保險學生」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 HK\$500 (惟每天最高賠償金額為 HK\$150)及物理治療費或整脊治療費用總額不超過 HK\$1,000 (惟每天最高賠償金額為 HK\$200)。
4. 由於需作緊急治療而需由意外發生地點前往附近診所或醫院所支付的緊急交通費用。

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。

有關涉及此部分所述之醫療費用，如果已有任何其他保險單承保同一責任賠償，則本公司僅按本保險單內所應負擔的醫療賠償限額與該等保險單之醫療限額共同按比例分擔計算賠償。

在保險期限內，不論一次或多次賠償，本公司最高賠償金額，以不超過上述所列最高賠償金額為限。

### 本部分不承保範圍：

1. 聘用特別看護或私家看護之費用。
2. 私家病房及半私家病房的額外費用。
3. 整容手術、眼鏡、助視及助聽器、惟完全因在保險期間發生「意外」之「身體受傷」而引致必須作出上述矯正治療者則除外。
4. 牙科護理或治療費用，因「意外」導致必須的緊急治療費用則除外。
5. 使用或操作車輛引致受傷之有關醫療護理治療或有關服務，惟該項受傷事故可獲發還之賠償費用，已超越「被保險學生」在其他保險計劃或賠償下可得之賠償金額則除外。
6. 非由「醫生」建議之醫療護理或治療支出，例行身體檢查。
7. 本公司在此保單之責任於「身體受傷」或傷殘之發生後一年終止，而其後之醫療及有關費用，本公司將不會負責。

### 第三部分 「意外」住院現金津貼

學能保計劃：每日津貼為 HKD100，最高賠償金額 HKD1,000

智能保計劃：每日津貼為 HKD300，最高賠償金額 HKD3,000

若「被保險學生」因「意外」而導致「身體受傷」需住院接受治療，自住院第四天起可獲上述所列的額外每日津貼賠償，而每日津貼是以每一整天計算，以不超過上述所列最高賠償金額為限。

## 第四部分「嚴重燒傷」

學能保計劃：最高賠償金額 HKD20,000

智能保計劃：最高賠償金額 HKD50,000

由於「意外」事故導致「被保險學生」遭受下列程度之「身體受傷」，經「醫生」診斷後，確屬本保險單應負責的範圍內，本公司將根據上述所列的賠償金額按下列賠償比率賠付。「被保險學生」不得因遭受一次「意外」事故，而獲得表列一項以上的賠償。

「三級程度燒傷」	最高賠償金額百分比
燒傷部分達身體表面面積 50%或以上	100%
燒傷部分達身體表面面積 30%或以上	50%
燒傷部分達身體表面面積 20%或以上	40%
燒傷部分達身體表面面積 10%或以上	20%
燒傷部分達身體表面面積 5%或以上	10%

## 適合於各部分之章則條款

- 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。**
- 投保人/「被保險學生」所簽署的投保書須確實填報。如有虛報索賠或提供偽證等情況，本保險單亦即行失效。**
- 管轄法律權**  
本保險單受香港特別行政區法律所約束。
- 授權**  
本公司如提出要求，投保人/「被保險學生」須以書面授權本公司向其他個人及/或團體索取有關資料。
- 合理預防措施**  
「被保險學生」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。
- 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，投保人/「被保險學生」不得對本公司進行起訴。如本公司已拒絕「被保險學生」任何賠償要求，而「被保險學生」在被拒絕後的一年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。
- 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。
- 代位權**  
本公司有權以「被保險學生」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/「被保險學生」應協助及提交有關之文件給與本公司以便索償。投保人/「被保險學生」同意不會影響或妨礙本公司追討權利。
- 索償通知**  
投保人/「被保險學生」必須於導致「身體受傷」或身故的「意外」發生後 15 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。
- 投保人/「被保險學生」申請有關索償時，須向本公司提供足以證明意外受傷、傷殘或身故之證據，該項提供證據之費用由投保人/「被保險學生」自行負擔。**
- 本公司或投保人/「被保險學生」均有權中途提出退保。**  
只要在保險期限內未出現任何索償，投保人/「被保險學生」可提出退保，並須以書面形式提前七天通知本公司，其未到期保費將按下列退費表辦理。但在任何情況下不可低於最低收費 HK\$200。

保單保障期	退費(年保費百分比)
1 個月	50%
2 個月	40%
3 個月	30%
4 個月	20%
5 個月	10%
6 個月或以上	0%

如屬本公司提出退保，將提前七天按投保人/「被保險學生」最後所報的地址以掛號信通知投保人/「被保險學生」，其未到期的保費，按日計算退還給投保人/「被保險學生」。

## 索償程序

所有索償均須連同全面充足證明資料一併提交，包括：

- 如屬「人身平安險」及「嚴重燒傷」：須提交「醫院」及「醫生」報告，闡述「身體受傷」之性質、程度及傷殘期間；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。
- 如屬「醫療費用」及「住院現金津貼」：須提交「醫生」報告，闡明損傷之程度及原因、診斷結果及所提供之醫療方法；所有由「醫院」或「醫生」蓋章簽發之醫療費用清單及收據正本；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。

## 除外責任

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

- 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沾染。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：

- 任何與恐怖活動有關的生物或化學污染
- 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，

- 「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系、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。
- 「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、費用或開支並不在本保單的承保範圍內，「被保險學生」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，

- 「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。
- 「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、轉播、釋放或洩漏。
- 「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源性（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、轉播、釋放或洩漏。

### 4. 「已存在之傷病」。

- 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/或其任何突變衍化物或變種。
- 懷孕、分娩、難產、墮胎或流產。
- 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。
- 「被保險學生」因先天或本身存在的缺陷或病症而遭受之身故或傷殘，而此缺陷或病症未有事先填報或得本公司同意承保；
- 「被保險學生」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。
- 因「被保險學生」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。
- 「被保險學生」在駕駛任何種類的汽車(包括電車)時，血液內的酒精含量超過當地法律上允許的水平。
- 遭遇謀殺、綁架或勒索。
- 從事專業性質的運動或比賽，或可使「被保險學生」從而獲得收入或酬勞之運動。
- 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(惟出席或參與學校的活動則除外)。
- 在海拔五千米高度以上進行高山遠足，或在三十米水深以下進行水肺潛水。
- 參與任何空中飛行活動(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)。
- 間接或相生性引致之損失。
- 任何非法行為或活動。
- 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。
- 參與演藝表演(惟出席或參與學校的活動則除外)或電影及電視製作。
- 因履行僱傭合約或非僱傭性質的合約(惟出席或參與學校的活動則除外)。

\*此為中文譯本，僅供參考之用，如有爭議，概以英文版本為準。



**Sun Flower Insurance Brokers Limited**

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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.



# STUDENT PERSONAL ACCIDENT INSURANCE CLAUSE

## INSURANCE CLAUSE

The Proposer/Insured Student and China Taiping Insurance (HK) Company Limited (hereinafter called "the Company") mutually agree:

1. The Proposal and Declaration is incorporated and is the basis of this insurance contract;
2. The Proposer/ Insured Student 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.

## 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. "Schedule" shall mean the page(s) attached to this Policy specifying the Benefit.
2. "Insured Student" shall mean unemployed and unmarried Hong Kong SAR full-time student aged between 3 and 19 and his name is specified in the Policy Schedule.
3. "Accident" shall mean an event occurring entirely beyond control and caused by violent, external and visible means.
4. "Bodily Injury" shall mean any bodily damage caused directly and independently of all other causes by an Accident as defined above.
5. "Permanent Disablement" shall mean an Bodily Injury which within one year of the Accident results in the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing or speech.
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. "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.
11. "Loss of Hearing" shall mean Permanent irrecoverable loss of hearing where:  
if a dB = Hearing loss at 500 Hertz  
if b dB = Hearing loss at 1000 Hertz  
if c dB = Hearing loss at 2000 Hertz  
if d dB = Hearing loss at 4000 Hertz  
 $1/6 \text{ of } (a+2b+2c+d) \text{ is above } 80\text{dB}$
12. "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 Student's close relative.
13. "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.
14. "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 bed-patients and which has all of the following:-  
14.1 Facilities for diagnostic procedures and surgery.  
14.2 24 hours a day nursing services by registered graduate nurses.  
14.3 is under the supervision of a Medical Practitioner.  
And 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.
15. "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 Student, which presented signs or symptoms of which the Insured Student was aware or should reasonably have been aware.
16. "Major Burns" shall mean tissue damage caused by the agent as heat only.
17. "Degree" shall mean the unit of measurement for the "Burns" customarily used by the local government in the place where the Policy is issued.
18. "Third Degree Burns" shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

## SECTION 1 - PERSONAL ACCIDENT INSURANCE

Smart Plan : The maximum benefit is up to HKD200,000  
Brilliant Plan: The maximum benefit is up to HKD500,000

In the event of the Insured Student suffers Bodily Injury resulting in the death or Permanent Disablement within one year, the company will pay to the Insured Student (in the event of the death of the Insured Student, the payment will be paid to his legal/appointed beneficiary).



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Percentage of  
Maximum Benefit

- |     |   |      |
|-----|---|------|
| 1.1 | Death   | 100% |
| 1.2 | Loss of two limbs or Loss of sight of both eyes     | 100% |
| 1.3 | Loss of either one limb or Loss of sight of one eye | 50%  |
| 1.4 | Permanent total loss of Hearing                     |      |
|     | in both ears  | 75%  |
|     | in one ear  | 15%  |
| 1.5 | Permanent Total loss of Speech                      | 50%  |

The total liability of the Company in respect of any claim or claims accumulated during the period of insurance shall not exceed the afore-mentioned maximum benefit.

## SECTION 2 – ACCIDENTAL MEDICAL EXPENSES

Smart Plan : The maximum benefit is up to HKD5,000

Brilliant Plan: The maximum benefit is up to HKD10,000

If the Insured Student suffers Bodily Injury during the period of insurance which necessitates medical or surgical treatment, the Company will reimburse the Eligible Expenses as follows:

1. Medical Practitioner's diagnostic expenses, treatment expenses and surgical operation expenses; X-Ray examination fee and other various examination fees, expenses of Prescribed Medicine or Drug and that has been dispensed by a Medical Practitioner's surgery or by a licensed pharmacist.
2. Hospital expenses for hospitalization, room and board charge, operating room charge and other Eligible Expenses.
3. In respect of any one Accident, the expenses including the Chinese Bonesetter treatment expense which is limited to HK\$500 (HK\$150/day) and Physiotherapy or Chiropractic treatment expense which is limited to HK\$1,000 (HK\$200/day). Physiotherapy or Chiropractic treatment must be recommended by a Medical Practitioner following consultation by the Insured Student.
4. Expenses for emergency transportation from a place where an accident occurred to the nearest clinic or Hospital for emergency medical treatment.

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.

In respect of the payment of Medical Benefit described in this Section, if there is any other insurance under which medical expenses are payable, the Company shall pay in such proportion as the amount of Limit of Eligible Medical Expenses under this Policy bears to the aggregate sum of limits of medical expenses under all those Policies.

The total liability of the Company in respect of any claim or claims accumulated during the period of insurance shall not exceed the afore-mentioned maximum benefit.

### THIS SECTION DOES NOT COVER:

1. Charges in respect of special or private nursing.
2. The extra expenses arising from private room or semi-private room.
3. Cosmetic surgery, visual apparatus and refraction or hearing-aids, and prescriptions therefore except as necessitated to correct a condition resulting solely from external accidental Bodily Injury occurred during the period of insurance.
4. Dental care or treatment, except as necessitated and emergency treatment by accidental injuries to sound natural teeth.
5. Medical care or treatment or related services, pertaining to Bodily Injury arising out of the use or operation of a motor vehicle, except to the extent that reimbursement of eligible expenditure provided by this insurance for such injuries exceeds the amount of benefits available to Insured Student under all other policies or plans of insurance or indemnity.
6. Treatment or services undertaken without the related recommendation of a Medical Practitioner; routine physical examinations or health check-ups.
7. The liability of the Company under this Policy shall cease one calendar year after the date of the Bodily Injury or Permanent Disablement contracted or sustained and the Company shall not be responsible for any medical and related expenses incurred thereafter.

## SECTION 3 – ACCIDENTAL HOSPITAL CASH ALLOWANCE

Smart Plan : Daily benefit amount HKD100 subject to the maximum benefit of HKD1,000 in total.

Brilliant Plan: Daily benefit amount HKD300 subject to the maximum benefit of HKD3,000 in total.

The Company will pay the afore-mentioned daily benefit amount for each complete day as additional payment to any reimbursement from the fourth consecutive day of hospital confinement when the Insured Student suffers from Bodily Injury, subject to the afore-mentioned maximum benefit.

## SECTION 4 – MAJOR BURNS

Smart Plan : The maximum benefit is up to HKD20,000

Brilliant Plan: The maximum benefit is up to HKD50,000

If as a result of an Accident the Insured Student sustains Bodily Injury and is diagnosed by a Medical Practitioner to have suffered any of the events listed hereunder, the Company agrees to pay the benefit amount according to the percentage stated below for such event, provided that compensation shall not be payable for more than one of the events stated below in respect of any one Accident.

### Third Degree Burns

### Maximum Benefit Amount Percentage

50 % or more of body surface	100%
30 % or more of body surface	50%
20 % or more of body surface	40%
10 % or more of body surface	20%
5 % or more of body surface	10%

## TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

- 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.
- The written application, which the Proposer/ Insured Student 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.
- Governing Law and Jurisdiction**  
This Policy shall be governed and construed in accordance with the laws of Hong Kong SAR.
- Authorization**  
As a condition precedent to the Company's liability, the Proposer/ Insured Student will upon request execute an agreement to empower the Company to obtain from any person and/or organization relevant information.
- Reasonable Precautions**  
The Insured Student shall take all reasonable precautions to prevent and minimize any accident, injury, death or expenses or expenditure.
- 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 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 Student 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 provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
- 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 year after the accident occurs.
- 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 Student's rights of recovery against any person or organization and the Proposer / Insured Student shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Proposer / Insured Student shall agree not to prejudice such rights.
- Notice of Claims**  
The Proposer / Insured Student must submit the claim form to the company within 15 days after the Insured Student sustains Bodily Injury or Death as a result of an Accident. Failure to submit claim form in the time prescribed shall render the company at this option to decline the claim if the Proposer / Insured Student has no reasonable explanation.
- In the event of claims being made or arising from the Policy, the Proposer/ Insured Student shall furnish the Company with all certificates, information and evidence required by the Company where relevant at the Proposer/ Insured Student's own cost.
- The Company and the Proposer / Insured Student have the right to cancel this Policy. Provided no claim has arisen during the period of insurance already covered by the annual premium concerned, the Proposer/ Insured Student may cancel this Policy by giving seven days notice in writing to the Company, then the Proposer/ Insured Student shall be entitled to return premium as following table and in any case subject to a minimum premium of HK\$200 will be charged.

Policy Cover Within	Return Premium (Percentage of Annual Premium)
1 month	50%
2 months	40%
3 months	30%
4 months	20%
5 months	10%
6 months or Over	0%

The Company may cancel this Policy at any time by giving seven days notice to the Proposer / Insured Student 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.

## CLAIMS PROCEDURES

All claims must be submitted with comprehensive supporting information including:-

- In case of Personal Accident and Major Burns:-  
Hospital, Medical Practitioner's reports giving details on the nature of the injury and the extent and period of Permanent Disablement, 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.
- In case of Accidental Medical Expenses and Accidental Hospital Cash Allowance:-  
original Medical Certificate issued by the attending Medical Practitioner stating the nature and extent of injuries, diagnosis and the treatments provided; all original bills / receipts issued by the hospital/Medical Practitioner concerned with detailed breakdown of costs / expenses; original report issued by the official authorities concerned such as police reports or evidence of the alleged accident.

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

## EXCLUSIONS

This Policy does not cover if the Insured Student sustains Death, Permanent Disablement, Bodily Injury, or other any loss directly or indirectly arising out of:

- 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.
- 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
  - Biological or chemical contamination
  - Missiles, bombs, grenades, explosives
 due to any Act of Terrorism.  
For the purpose of this Clause:
  - 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;
  - 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 Student.
- 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:
  - 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.
  - 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.
  - 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.
- Pre-Existing Conditions.
- 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.
- pregnancy, childbirth, dystocia, abortion or miscarriage.
- 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.
- The Insured Student suffering from Congenital Abnormalities or physical defect which had not been declared to and accepted by the Company.
- willfully exposing himself to needless peril (except in an attempt to save human life) or suicide, self-destruction, self-inflicted injury or any attempt threat whether sane or insane.
- fighting, attack resulting from provocation or deliberate act of Insured Student or insanity, intoxication or use of drugs (other than taken under a Medical Practitioner), rest cure or sanatorium care.
- The Insured Student having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle included motorcycle.
- encountering Murder, kidnap or extortion.
- engaging in sports or games in a professional capacity or where an Insured Student would earn income or remuneration from engaging in sports.
- 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 (except attending or participating in school activities).
- trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 30 meters below sea level.
- 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.
- Losses which are indirect and consequential in nature except herein provided.
- taking part in any illegal act or activities.
- disappearance, except in the event of the total loss by wreck of the ship or aeroplane on which the Insured Student was travelling.
- taking part in performing entertainment (except attending or participating in school activities) or film/television production.
- working under a contract of employment or contract for service (except attending or participating in school activities).