

# Family Personal Protector 2.0 Insurance Policy

This is your Family Personal Protector 2.0 Insurance Policy ("the Policy"). Please examine it together with the Schedule, to make sure that You are fully aware of the protection You can enjoy.

It is important that the Policy, the Schedule and any endorsements are read together to avoid any misunderstandings.

Almost certainly your needs will change. If they do, please let Us know - your Policy is designed for easy amendment or extension.

## How Your Insurance Operates

This Policy is a contract between You and Us. The proposal, declaration and information given in writing or via the internet shall form the basis of this contract.

In consideration of You paying to Us the required Premium, We agree to pay You the benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the benefits to the Beneficiary specified in the Schedule.

## Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so please contact Us (preferably in writing).

## Definition of Words

Certain words have been defined below. They have the same meaning wherever they are used in the Policy.

### "Accidental Cosmetic Surgery" means:-

the undergoing of plastic or reconstructive surgery (restoration or reconstruction of the shape and appearance of facial features above the neck which are defective, missing, damaged) which is deemed medically necessary by a qualified and Registered Medical Practitioner, Physician or surgeon for the treatment of facial disfigurement being a direct result of Bodily Injury sustained during the Period of Insurance requiring in-patient treatment and subsequently the performance of such surgery. Surgery for cosmetic reasons is excluded.

### "Bodily Injury" means:-

bodily injury caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

### "Family Plan" means:-

a Policy covering You, your legally married spouse and your dependent child(ren) between six (6) months and seventeen (17) years of age (both inclusive) for which We have charged You at a discounted family premium rate as published by Us from time to time.

### "Greater Bay Area" means:-

the Guangdong-Hong Kong-Macao Greater Bay Area which comprises the two Special Administrative Regions of Hong Kong and Macao, and the nine municipalities of Guangzhou, Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing in the Guangdong Province of the People's Republic of China.

### "Hong Kong" means:-

the Hong Kong Special Administrative Region of the People's Republic of China.

### "Hospital" means:-

an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- a) has organised facilities for diagnosis, treatment and major surgery;
- b) provides twenty-four (24) hours a day nursing services by registered nurses;
- c) is under the supervision of one or more Registered Medical Practitioners; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

### "Occupation Class" means:-

Occupations which are grouped into different classes according to the risk hazards associated with a particular occupation as specified below. The general principle is, the higher the risk hazards associated with a particular occupation, the higher the numbering of the class and the higher premium rating chargeable.

**Class I / Clerical occupation:-** Professional, administrative and clerical duties of an indoor nature and without the involvement of any manual works, such as lawyer, accountant, teacher, doctor, nurse, etc.

**Class II / Non-Manual Work occupation:-** Involving non-manual work other than those included in Class I/Clerical occupation, work either indoor or outdoor, such as indoor or outdoor sales representative, social worker, etc.

**Class III / Slight-Manual Work occupation:-** Involving slight manual work, work either indoor or outdoor such as chauffeur, waiter/waitress, cook, etc.

**Class IV / Manual Work occupation:-** Involving manual work, work either indoor or outdoor, skilled / semi-skilled / unskilled, with or without the use of machinery or engine.

### "Period of Insurance" means:-

the period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

### "Physician" means:-

a person other than You or your family members, who is a Registered Medical Practitioner of western medicine properly qualified and licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practising within the scope of his/her licensing and training.

### "Registered Medical Practitioner" means:-

a person other than You or your family members, who is a practitioner of western medicine duly qualified and legally registered as such under the laws of the Hong Kong or the country in which the claim arises and where the treatment takes place.

### "Schedule" means:-

the document specifying details of You and the insurance provided. The Schedule forms part of the Policy.

### "We / Us / the Company" means:-

MSIG Insurance (Hong Kong) Limited.  
(with "our" being the possessive noun for We as defined)

### "You / the Insured Person" means:-

each of the persons named or specified in the Schedule, for whom this insurance has been arranged. "You" also means the person or company named as the Insured in the Schedule.  
(with "your" being the possessive noun for You as defined)

## SUMMARY OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of each Insured Person for the Period of Insurance is shown under the following table of Benefits, subject to the terms, exceptions and conditions of the Policy:

		Adult Plan A	Adult Plan B	Family Plan A	
Section 1 – Personal Accident		HK\$	HK\$	Parent HK\$	Child HK\$
1	Death	500,000	1,000,000	500,000	100,000
2	Permanent Disablement	500,000	1,000,000	500,000	100,000
3	Medical Expenses	10,000 per accident	20,000 per accident	10,000 per accident	2,500 per accident
<b>Extra Benefits</b>					
1	Double Indemnity	Up to 500,000	Up to 1,000,000	Up to 500,000	Up to 100,000
	Triple Indemnity	Up to 1,000,000	Up to 2,000,000	Up to 1,000,000	Up to 200,000
2	Major Burns	250,000	500,000	250,000	50,000
3	Extra Indemnity for General Holiday	25,000	50,000	25,000	25,000
	Funeral and Cremation Expenses	25,000	25,000	25,000	25,000
5	Trauma Counselling Expenses	5,000	5,000	5,000	5,000
6	Bereavement Counselling Expenses	5,000	5,000	5,000	5,000
7	Physiotherapist, Chiropractor, Bonesetter & Acupuncturist Treatment Expenses	2,500	2,500	2,500	2,500
8	Clothing and Personal Effects Damage Compensation	2,000 per accident	2,000 per accident	2,000 per accident	2,000 per accident
9	Hospital Confinement Allowance	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)	500 per week (Max 52 weeks)
10	Accidental Cosmetic Surgery Expenses	20,000 per accident	20,000 per accident	20,000 per accident	Not Applicable
<b>Section 2 – Personal Liability</b>		500,000	1,000,000	500,000	500,000

## Special Provisions

### a) Disappearance

We shall presume death to have been suffered by the Insured Person if he/she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such benefit shall be refunded to Us.

### b) Exposure

If an Insured Person suffers Bodily Injury and thereafter in direct consequence of that Bodily Injury suffers death or disablement within twelve (12) consecutive months as a result of exposure to the elements of violent, severe or prolonged weather conditions, We will consider such death or disablement as having been caused by Bodily Injury.

6.	Total loss by physical severance or total and permanent loss of use of:	
	a) thumb and four fingers of one hand	70%
	b) four fingers of one hand	45%
	c) thumb (two phalanges)	25%
	d) thumb (one phalanx)	10%
	e) index finger (three phalanges)	15%
	f) index finger (two phalanges)	8%
	g) index finger (one phalanx)	4%
	h) each other finger (three phalanges)	10%
	i) each other finger (two phalanges)	4%
	j) each other finger (one phalanx)	2%
	k) all toes of one foot	17%
	l) great toe (two phalanges)	5%
	m) great toe (one phalanx)	2%
	n) any other toe	3%
7.	Total and permanent loss of:	
	a) hearing in two ears	75%
	b) hearing in one ear	25%
	c) speech	60%

## SECTION 1 – PERSONAL ACCIDENT

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay benefits as outlined below:

### 1. DEATH

100% of the amount stated in the Summary of Benefits

### 2. PERMANENT DISABLEMENT

as specified below

Percentage of the amount stated in the Summary of Benefits

#### PERCENTAGE

1.	Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
2.	Total and permanent loss of all sight in one or both eyes	100%
3.	Total loss by physical severance or total and permanent loss of use of: a) one or two limbs b) one or two hands c) arm above the elbow d) arm at or below the elbow e) leg above the knee f) leg at or below the knee	100%
4.	Permanent and incurable insanity	100%
5.	Permanent total paralysis of all limbs	100%

8. Any permanent partial disablement not specified above other than loss of sense of taste or smell:  
- such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

If You are insured under a Family Plan, the maximum amount We will pay for all of Insured Persons below eighteen (18) years of age under Death Benefit, Permanent Disablement Benefit and Extra Benefits of Double Indemnity/Triple Indemnity is limited to HK\$500,000 for the Period of Insurance.

### 3. MEDICAL EXPENSES

Medical, surgical, hospital, nursing home and nursing fees or charges necessarily and reasonably incurred within twelve (12) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are incurred for the professional services of a Registered Medical Practitioner, Physician, fully qualified and registered surgeon or nurse and/or at a Hospital prescribed by such Registered Medical Practitioner, Physician or surgeon.

The Company will pay up to an amount as stated in the Summary of Benefits under Medical Expenses Benefit in respect of any one event. The limit under this Benefit will automatically be doubled in the event of the Insured Person sustaining Bodily Injury due to robbery.

If You are insured under a Family Plan, the maximum amount We will pay

for all of Insured Persons below eighteen (18) years of age under Medical Expenses Benefit is limited to HK\$10,000 for the Period of Insurance.

## Compensation limits in respect of any one Insured Person

1. Death Benefit shall not be payable:
  - a) unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
  - b) in addition to Permanent Disablement Benefit if caused by the same Bodily Injury, except that if a payment has been made under any part of Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then We shall pay any difference if the Benefit payable for death is greater than that already paid for permanent disablement.
2. Permanent Disablement Benefit shall not be payable:
  - a) unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,
  - b) for any specific part of Permanent Disablement where greater benefit amount is payable for another part of the permanent disablement includes that specific part,
  - c) for more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.
3. If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the Medical Expenses Benefit except for any excess beyond the amount payable under other insurance.

No benefit stated in the Summary of Benefits shall be payable until the total amount of the Benefit shall have been ascertained and agreed unless otherwise agreed by the Company.

## EXTRA BENEFITS

### 1. DOUBLE INDEMNITY / TRIPLE INDEMNITY

The Death Benefit stipulated under Section 1 shall be

- a) doubled or increased by HK\$1,000,000 whichever is the lower in the event of the death suffered by You as a direct result of Bodily Injury, anywhere in the world other than in the Greater Bay Area, or
  - b) tripled or increased by HK\$2,000,000 whichever is the lower in the event of the death suffered by You as a direct result of Bodily Injury, anywhere in the Greater Bay Area,
- whilst You are travelling on a licensed public transport conveyance, which any member of the public can board as a fare-paying passenger, comprising a multi-engine airplane, bus, coach, train, tram, ship, hovercraft, ferry and taxi, which is neither chartered nor operated by a contractor nor a private carrier.

The amount payable under this benefit shall only apply to the original amount that is stated in the Summary of Benefits.

You can only claim for either the Extra Benefits 1a) or 1b), but not for both, in respect of the same accident.

If You are insured under a Family Plan, the maximum amount We will pay for all of Insured Persons below eighteen (18) years of age under this Extra Benefits, Death Benefit and Permanent Disablement Benefit is limited to HK\$500,000 for the Period of Insurance.

### 2. MAJOR BURNS

The Company will pay You the benefit in accordance with the

following table if You suffer from third degree burns as a result of Bodily Injury covering the minimum percentage of the surface area of your body as specified below during the Period of Insurance:

Area of your body	% of surface area of body	% of the maximum indemnity as stated in the Summary of Benefits
Head	8%	100%
	5%	75%
	2%	50%
Other than Head	20%	100%
	15%	75%
	10%	50%

Any payment under this Extra Benefits shall be deducted from the amount payable under Death Benefit and Permanent Disablement Benefit in respect of the same Bodily Injury.

This benefit shall not be payable for more than one of the above areas in respect of the same accident. Should more than one of the above areas of body be involved in the same accident, only the area of body with the highest compensation will be payable under this Extra Benefits.

For any area for which the compensation We have paid is less than 100% of the percentage of maximum indemnity under this Extra Benefits, the maximum indemnity under this benefit shall be reduced by such amount of compensation paid from the date of the accident until the expiry of this Policy. Any claims made thereafter shall be calculated using the original maximum indemnity under this benefit multiplied by the percentage of maximum indemnity under this Extra Benefits of the relevant area, but in no event shall the aggregate compensation payable exceed 100% of the maximum indemnity as stated in the Summary of Benefits.

In the event that 100% of the maximum indemnity is paid under Death Benefit or Permanent Disablement Benefit in respect of any one Insured Person, this Extra Benefits shall not be payable with regard to such Insured Person.

### 3. EXTRA INDEMNITY FOR GENERAL HOLIDAY

The amount payable under Death Benefit and Permanent Disablement Benefit stated in the Schedule shall be increased by HK\$25,000 (for Adult Plan A and Family Plan A) and HK\$50,000 (for Adult Plan B) if the Insured Person suffers Bodily Injury on the general holidays as defined under paragraphs (b) to (r) of the General Holidays Ordinance (Cap. 149).

This benefit shall not be payable if Extra Benefits of Double Indemnity or Triple Indemnity is payable in respect of same accident under the Policy.

### 4. FUNERAL AND CREMATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred and supported by receipted accounts from a recognised undertaker/transporter within Hong Kong (but only to the extent that they are not recoverable from any other source) subject to a maximum of HK\$25,000 in respect of death of the Insured Person for whom compensation is payable under the Policy.

### 5. TRAUMA COUNSELLING EXPENSES

The Company will pay the necessary and reasonable medical fees or charges actually incurred within six (6) months from the date of occurrence of Bodily Injury and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$5,000 in aggregate during the Period of Insurance in respect of treatment for the Insured Person diagnosed to be suffering from post-traumatic stress disorder by a Physician as a direct result of sustaining Bodily Injury for whom compensation is payable under the Policy.

## 6. BEREAVEMENT COUNSELLING EXPENSES

The Company will pay the necessary and reasonable medical fees or charges actually incurred within six (6) months from the date of death of the Insured Person and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist subject to a maximum of HK\$5,000 in aggregate during the Period of Insurance in respect of treatment for the Insured Person's legally married spouse, parent(s), parent(s)-in-law, grandparent(s), sibling(s), child(ren), legally adopted child(ren), grandchild(ren) or legal guardian(s) diagnosed to be suffering from depression by a Physician as a direct result of death of the Insured Person for whom compensation is payable under the Policy.

This benefit shall not be payable if Trauma Counselling Expenses is payable in respect of the same accident.

## 7. PHYSIOTHERAPIST, CHIROPRACTOR, BONESETTER & ACUPUNCTURIST TREATMENT EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred in respect of physiotherapist, chiropractor, bonesetter or acupuncturist treatment and supported by receipts issued by the respective registered practitioner (not being You or your family members) subject to a maximum of HK\$2,500 in annual aggregate.

The Company shall not be liable for more than:

- (a) HK\$200 per consultation for bonesetter and acupuncturist treatment expenses;
- (b) HK\$500 per consultation for physiotherapist and chiropractor treatment expenses;
- (c) One (1) consultation per day;
- (d) Five (5) consultations per accident.

## 8. CLOTHING AND PERSONAL EFFECTS DAMAGE COMPENSATION

The Company will pay to the Insured Person who sustains Bodily Injury and damage to the clothing as well as personal effects at the same accident (but only to the extent that they are not recoverable from any other source) to an amount not exceeding HK\$2,000 in respect of any one event provided that Medical Expenses Benefit is also payable under the Policy.

## 9. HOSPITAL CONFINEMENT ALLOWANCE

In the event of the Insured Person being confined in Hospital for treatment of Bodily Injury other than physiotherapy treatment, rehabilitation or convalescent treatment, a weekly benefit of HK\$500 is payable for such period of confinement subject to a maximum period payable not exceeding fifty-two (52) weeks.

If the period of confinement is less than a full week, the benefit will be paid on a pro-rata basis for each full day of confinement.

## 10. ACCIDENTAL COSMETIC SURGERY EXPENSES

The Company will reimburse the Insured Person the reasonable and customary medical, surgical, hospital fees or charges for Accidental Cosmetic Surgery actually incurred in Hong Kong within twelve (12) consecutive months of the happening of the Bodily Injury provided that the diagnosis with pertinent medical records is submitted by You and our written approval is obtained.

If further cosmetic surgery is medically necessary for the treatment of the Bodily Injury, We shall also reimburse the additional expenses so incurred.

The Company will pay up to HK\$20,000 in respect of any one accident.

No benefit will be payable if Insured Person(s) is(are) below 18 years of age and insured under a Family Plan.

## SECTION 2 – PERSONAL LIABILITY

The Company will pay for all sums which You become legally liable to pay as compensation for accidents which happen within the territorial limits of the Hong Kong during the Period of Insurance and which result in

- (a) accidental death or bodily injury of any person,
- (b) accidental loss of or damage to property.

The maximum amount payable under this Section in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in the aggregate during the Period of Insurance is stated in the respective section under the Summary of Benefits which is inclusive of any legal costs and expenses awarded against or incurred by You with our written permission.

If You are insured under a Family Plan, the maximum amount We will pay for all of Insured Persons below eighteen (18) years of age under this section is limited to HK\$500,000 for the Period of Insurance.

### Exceptions to Section 2

We do not cover:-

- 1. any liability arising from personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- 2. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- 3. fines, penalties, punitive or exemplary damages.
- 4. any liability arising from or in connection with
  - a) death or bodily injury of you, your family member or your employee.
  - b) loss of or damage to property which belongs to or in the custody or control of You or your family member or your employee.
  - c) your employment, trade, business or profession.
  - d) the ownership or occupation of any land, building or structure.
  - e) the ownership, possession or use of animals (other than domestic dog or cat), firearms, mechanically propelled vehicles, vessels or aircraft of any description.
  - f) the ownership, possession or use of any aerial device and their accessories and spare parts including aerial photography equipment.
- 5. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- 6. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- 7. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- 8. any liability for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from the Insured Person which are not included in and recoverable in Hong Kong.
- 9. any claim resulting from wilful, malicious, criminal or unlawful acts committed by You or any person acting on your behalf.

If We allege that by reason of these exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You / Insured Person.

### Special Conditions for Section 2

- 1. You shall give written notice to the Company of any
  - a) Accident; or
  - b) Claim; or
  - c) Impending Prosecution; or
  - d) Proceedingsimmediately the same comes to the knowledge of You or your representative.

2. You shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in your name the defence of any claim or to prosecute in your name at its own expenses and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim having taken over the defence of any claim may relinquish the same and You shall give all such information and assistance as the Company may require.
3. If at the time any claim arises under this Section there be any other insurance indemnifying You, this Policy is not to be called on in contribution and subject to the Policy Limit of Liability of this Section, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.
4. In the case of any accident the Company may at any time pay You or your legal representative the maximum indemnity as stated in the Summary of Benefits or any lesser sum(s) for which the claim(s) arising from such accident can be settled (but deducting therefrom any compensation(s) already paid in respect of (a) or (b) above) and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

## General Exceptions

The insurance by this Policy excludes bodily injury, death, disability, loss, damage, destruction, liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
  - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - e. any chemical, biological, bio-chemical, or electromagnetic weapon.
2. War and Terrorism Exclusion
  - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. any act of terrorism including but not limited to
    - the use or threat of force, violence and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear.
  - c. any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.
3. Political Risks Exclusion
  - a. permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
  - b. permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,

provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

- c. the destruction of property by order of any public authority.

## 4. Cyber Primary Exclusion

- a. DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of You or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking;
- b. CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking;

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

## DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

## Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

## Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

5. circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance.
6. air travel other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service.
7. engaging in air crew.
8. engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country.
9. engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
10. engaging in or practising parachuting or any sporting activities in connection with an aircraft.
11. engaging in or practising hang gliding.
12. engaging in or practising any kind of race (other than on foot or swimming) or trial of speed or reliability or endurance.
13. engaging in or practising potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
14. engaging in trekking or hiking at an altitude of over 5,000 meters above sea-level, or scuba diving to a depth greater than 30 meters below sea-level.

15. suicide, intentional self-inflicted injury or wilful exposure to peril (other than in an attempt to save human life).
16. pregnancy, childbirth, pre-existing physical or mental defect or infirmity, mental disorder of any kind, psychosis, stress or depression or acute mountain sickness.
17. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused.
18. any kind of sickness or disease; or any loss caused by Bodily Injury which is a consequence of any kind of disease;
19. the Insured Person being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
20. the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or the effects of solvent abuse.
21. fighting (except in bona fide self defence), provoked assault, resistance to arrest.
22. illegal or unlawful acts of You or any person acting on behalf of You.
23. any expenses related to cosmetic surgery unless it is specifically provided, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids and prosthesis.
24. any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches.
25. dentures, crowns or bridges.
26. the Insured Person at any time during the existence of this Policy engaging in any of the following occupations (whether on a temporary or permanent basis):
  - a) Occupation Class III / Slight-Manual Work occupation unless not involving the use of machinery or engine;
  - b) Occupation Class IV / Manual Work occupation;
  - c) actors/actresses, entertainers, kung fu instructors, stunt persons, or movie cameramen;
  - d) acrobats, circus trainers or performers;
  - e) aircrew, helicopter or single engine light aircraft pilots, or aerial workers;
  - f) marine pilots, ship crew or vessel workers;
  - g) fishermen, farmers, farmworkers,
  - h) casino's or other gambling establishment's staff;
  - i) nightclub's, karaoke club's, bar's, sauna's or massage parlour's staff;
  - j) beauty salon or hair salon staff, beautician, hairdresser, hair stylist, makeup stylist;
  - k) police or fire services personnel, staff of Hong Kong Correctional Services Department or Hong Kong Customs and Excise Department, or other disciplinary services personnel;
  - l) naval, military or airforce service or operations or armed force services of any country or international authority;
  - m) armed security guards, professional money/jewellery removers or armoured vehicle's crew;
  - n) outdoor jewellery salesman, bodyguard; detectives;
  - o) commercial vehicle (including but not limited to truck, goods vehicle, special purpose vehicle, taxi, bus, motor cycle, tram, light bus, etc.) drivers, attendants or labourers;
  - p) China/Macao-Hong Kong cross border drivers;
  - q) professional sportsmen or coaches; racing drivers;
  - r) crane operators;
  - s) demolition contractors or workers;
  - t) foremen, manual workers or machine operators involved in any civil engineering and/or construction works; construction site workers;
  - u) scaffolding erection or maintenance workers;
  - v) welders;
  - w) Gondola workers;
  - x) steeplejacks, window cleaners, Neon light signboard installation workers or repairers, or any job required to work at heights of over 10 feet from ground or floor level;
  - y) interior decorators; renovation or decoration workers;
  - z) dock's or dockyard's manual workers or machine operators;
  - aa) ship/boat building, breaking or repairing workers;
  - bb) stevedores;
  - cc) divers;
  - dd) horse trainers; jockeys;
  - ee) international reporters or photographers; war correspondents;
  - ff) garage or motor repairer
  - gg) lift or escalator installation or maintenance workers;
  - hh) Railway or tramway or cable car workers;
  - ii) Recycling workers;
  - jj) gas, water, electricity or electrical appliances installation or maintenance workers;
  - kk) logging or saw mills workers;
  - ll) mining or quarrying workers;
  - mm) oil or gas rig workers;
  - nn) underground and underwater workers; caisson workers;
  - oo) blacksmiths; carpenters;
  - pp) chemical or petrochemical workers;
  - qq) chimney or tower or steeple or bridge or dam builders and workers;
  - rr) drainage or sewage workers;
  - ss) tunnel workers;
  - tt) Steel bending & erection workers;
  - uu) Well sinker and borer;
  - vv) workers exposed to dust or poisonous chemicals;
  - ww) workers involved in the manufacture, storage, filling, breakdown, handling and transport of: -
    - i) fireworks, ammunition, fuses, cartridges, gunpowder, nitroglycerine and/or any explosives.
    - ii) gases and/or air under pressure in containers.
    - iii) Butane, methane, propane, and other liquefied gases.
    - iv) Celluloid and pyroxylin.
    - v) Petrochemicals and also chemicals of a toxic, noxious, explosive and/or highly flammable nature
  - xx) workers involved in operating or maintaining machinery or engine (portable home and office tools and appliances excepted)

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

If We allege that by reason of these General Exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You/ Insured Person.

## **General Conditions**

The conditions which appear in the Policy or in any endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right of any Insured Person to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. **Change of Occupation.** You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us. If the Insured Person's revised occupation falls within the excluded occupations listed under General Exception 26 of this Policy, then the cover for that Insured Person shall be cancelled as from the date of such change of occupation.

3. Before each renewal of the insurance You must also advise Us in writing of any bodily injury or disease which to your knowledge has been suffered by any Insured Person.
4. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Policy, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.
5. **Age Limit Warranty.** It is warranted that the Insured Person(s) is(are) between eighteen (18) and fifty-nine (59) years of age (both inclusive) as parents and between six (6) months and seventeen (17) years of age (both inclusive) as child(ren) under the Family Plan; between eighteen (18) and fifty-nine (59) years of age (both inclusive) under Adult Plan A or B. The Policy may be renewed from year to year by mutual agreement between You and Us but in any case shall terminate at the end of the Period of Insurance during which the Insured Person attains the age of sixty (60). Thereafter We may accept further renewal of the Policy at our own discretion.
6. **Transfer of Cover.** When the Insured Person under the Family Plan attains the age of eighteen (18) years upon policy renewal, the coverage for such Insured Person will be transferred to Adult Plan A as agreed between You and Us provided that You have advised Us the occupation of the Insured Person and We have agreed to provide cover.
7. **Cancellation.** We may cancel the Policy by giving seven (7) days' notice by a registered letter to You at your last known address and We will refund to You the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

You may at any time cancel the Policy by giving Us a written notice, in which case You shall be entitled to a refund of the unused part of premium paid in respect of the unexpired Period of Insurance calculated as per the refund premium table below provided no claim has occurred or made during the current Period of Insurance.

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
up to 1 month	60% of premium paid by You
up to 2 months	50% of premium paid by You
up to 3 months	30% of premium paid by You
up to 4 months	10% of premium paid by You
Over 4 months	No Refund

8. **Termination of Insurance**
  - a) This Policy shall terminate on the earliest of the following: -
    - i) When any or any part of the premium pertaining to this Policy is not paid when due.
    - ii) On the next premium due date when You attain the age of sixty (60) years.
  - b) The insurance under this Policy in respect of any Insured Person shall terminate on the earliest of the following: -
    - i) when he/she attains the age of sixty (60) years.
    - ii) Upon such Insured Person changing to or engaging in any employment or occupation that is excluded by General Exception 26 of this Policy.
    - iii) Upon the termination of this Policy under the provision of the General Condition 8a).
    - iv) When he/she dies.
9. An Insured Person should not be covered under more than one Family Personal Protector 2.0 Insurance Policy issued by Us. In the event that an Insured Person is covered under more than one such Policy, We will consider that such Insured Person to be covered only under the Policy, which provides the greatest amount of the Benefit. The Company shall only return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.
10. The terms, exceptions and conditions of the Policy so far as applicable and with any necessary modifications shall apply to the Insured Person's legal representative.

11. **Arbitration.** If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. **Governing Law.** The Policy is subject to the exclusive jurisdiction of the Hong Kong and is to be construed according to the laws of the Hong Kong.
13. **Subrogation.** We shall be entitled to take over and conduct the defence or settlement of any third party claim at our discretion. We shall also be entitled to use your name to enforce recovery against anyone else whether before or after payment of the claim.
14. **Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance.** Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## Claims Conditions

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, in so far as they apply, by the Insured Person or any other claimant.

1. You or anyone acting on your behalf must report in writing to Us within thirty (30) days with full details of any Bodily Injury which may result in a claim under this Policy.
2. You shall employ the services of a Registered Medical Practitioner and shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required by Us.
4. You may have to undergo further medical examination required by Us at our expense.
5. In the event of death of the Insured Person We shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under the Policy.

# 家庭個人意外 2.0 保障計劃

(本中文譯本是有關保險單之意譯本，旨在協助您閱讀有關保險單之內容，本中文譯本不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。)

此乃「閣下」的家庭個人意外 2.0 保障計劃(「本保單」)，敬請與「承保表」一併詳閱，以確保「閣下」全面了解可享有的保障。

為免誤解保障內容，請切記一併閱讀「本保單」、「承保表」與及任何背書條款。

「閣下」的需要可能會隨著時間改變，假如「閣下」需要更改保障範圍，請與「本公司」聯絡。「本保單」設計靈活，修改或增訂保障項目十分簡便。

## 「本保單」的運作

「本保單」乃「閣下」與「本公司」根據投保書上所提供的資料及聲明(不論以書面形式或透過網上投保形式)締結之合約。

鑒於「閣下」向「本公司」繳付所需保費，「本公司」現同意，倘於「保險期」內「受保人」蒙受「身體損傷」，「本公司」將支付予「閣下」「承保表」內訂明的賠償。如「受保人」因「身體損傷」導致身亡，「本公司」將向「承保表」內訂明的受益人支付賠償。

## 「我們」的服務承諾

「本公司」致力為「閣下」提供優質的服務，務求以真誠、公平和迅速的態度處理「本保單」承保的所有索償。如「閣下」有任何理由相信「本公司」並無遵守上述承諾，請即(以書面)通知「我們」。

## 詞彙解釋

「本保單」內某些詞語，在文內一律如下闡釋。

「意外整容手術」是指：—

「受保人」於「保險期」內因蒙受「身體損傷」而直接導致面部毀容因而在醫療上必需住院並進行整容手術(復原或重整頸部以上之缺陷、缺掉或損壞面部外型或外貌)並有認可及正式「註冊醫生」、「醫生」、外科醫生在「醫院」內提供或囑咐治療服務及隨後進一步的手術。但不包括因美容的整容手術。

「身體損傷」是指：—

純粹和直接因意外、暴力、可見及外來因素並獨立於任何其他原因，而非因患病、疾病或逐步身體或精神損耗及損傷引致之身體損傷。

「家庭計劃」是指：—

「本公司」以家庭折扣費率收取保費並對「閣下」、「閣下」的合法配偶及年齡為六(6)個月至十七(17)歲(連首尾在內)之子女承保的保單。

「大灣區」是指：—

粵港澳大灣區，包括中華人民共和國香港及澳門兩個特別行政區，和廣東省廣州、深圳、珠海、佛山、惠州、東莞、中山、江門、肇慶九市。

「香港」是指：—

中華人民共和國香港特別行政區。

「醫院」是指：—

合法設立並領取合法醫院牌照的機構，主要服務包括向傷病者提供住院護理及治療服務並且：

- a) 備有有系統的設施以提供診斷、治療及主要手術服務；
- b) 由註冊護士每日二十四(24)小時提供護理服務；
- c) 由一位或多位「註冊醫生」監督運作；及
- d) 並非主要提供診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或近似性質的服務的機構。

「職業類別」是指：—

如下所述，不同種類的職業會根據其風險程度而分類。一般原則是，承受較高風險的職業會被分類為較高類別及收取較高的保費率。

類別一／文職職業：—在室內及非涉及體力勞動之專業、行政及文書工作，例如：律師、會計師、教師、醫生、護士等。

類別二／非體力勞動職業：—涉及其他在室內或室外之非體力勞動的職業(類別一／文職職業除外)，例如：需要在室內或室外工作的銷售代表、社工等。

類別三／輕微體力勞動職業：—涉及在室內或室外有輕微體力勞動的職業，例如：私家車專職司機、服務生、廚師等。

類別四／體力勞動職業：—涉及任何體力勞動的職業，不論是否在室內或室外、屬技術性或半技術性或非技術性、需要或不需要操作機械之工作。

「保險期」是指：—

「本公司」已同意承保，而「閣下」亦已支付或已同意支付相應的保費的保障期限，並列於「承保表」內。

「醫生」是指：—

指在執業當地的政府醫療當局發牌在該地提供西方醫療服務，並根據其執業牌照規定及醫學訓練提供服務的合格「註冊醫生」，但「閣下」或「閣下」之家屬除外。

「註冊醫生」是指：—

根據「香港」或意外發生後接受治療之國家地區法例正式註冊及合資格的西醫，「閣下」或「閣下」之家屬除外。

「承保表」是指：—

一份載有「閣下」及其之保障計劃等詳細資料的文件。「承保表」是「本保單」的一部份。

「我們／本公司」是指：—

三井住友海上火災保險(香港)有限公司。  
(其中「我們的」是「我們」定義下之所有格名詞)

「閣下／受保人」是指：—

「承保表」上具名或指明的人士，其並獲得保險之安排。「閣下」亦指「承保表」中所載為投保人的個人或公司。  
(其中「閣下的/閣下之」是「閣下」定義下之所有格名詞)



# 保障項目表

除非另行說明及根據有關任何章節作出責任限制，「本保單」保障之各「受保人」於「保險期」內可獲得的最高賠償額如下表所示，惟須受「本保單」條款、不承保事項與條件約束。

		成人計劃 A	成人計劃 B	家庭計劃 A	
第一部分：個人意外		港幣／元	港幣／元	(父母) 港幣／元	(子女) 港幣／元
1	死亡	500,000	1,000,000	500,000	100,000
2	永久傷殘	500,000	1,000,000	500,000	100,000
3	醫療費用	每宗意外 10,000	每宗意外 20,000	每宗意外 10,000	每宗意外 2,500
額外保障					
1	雙倍賠償	上限 500,000	上限 1,000,000	上限 500,000	上限 100,000
	三倍賠償	上限 1,000,000	上限 2,000,000	上限 1,000,000	上限 200,000
2	嚴重燒傷保障	250,000	500,000	250,000	50,000
3	公眾假期額外保障	25,000	50,000	25,000	25,000
4	舉殯及遺體火化費用	25,000	25,000	25,000	25,000
5	創傷輔導服務費用	5,000	5,000	5,000	5,000
6	喪親輔導服務費用	5,000	5,000	5,000	5,000
7	物理治療、脊醫、跌打及針灸治療費用	2,500	2,500	2,500	2,500
8	衣服及個人物品損毀保障	每宗意外 2,000	每宗意外 2,000	每宗意外 2,000	每宗意外 2,000
9	住院現金保障	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)	每星期 500 (上限 52 星期)
10	意外整容手術費用	每宗意外 20,000	每宗意外 20,000	每宗意外 20,000	不適用
第二部份：個人法律責任		500,000	1,000,000	500,000	500,000

## 特別條款

### a) 失蹤

倘若「受保人」連續失蹤十二（12）個月，而有足夠證據讓「本公司」認為「受保人」已因「身體損傷」死亡，「本公司」便會假設「受保人」已經身故。於此情況下，「本公司」將履行責任支付死亡賠償。但倘在付款後「受保人」被發現仍在世，則必須向「本公司」退還有關的「死亡保障」賠償。

### b) 風險

倘若「受保人」因暴露於惡劣、嚴峻或持續的天氣環境影響下蒙受「身體損傷」並於十二（12）個月內死亡或傷殘，「本公司」將視其死亡或傷殘乃「身體損傷」所致。

## 第一部份 — 個人意外

如「受保人」蒙受「身體損傷」而直接導致以下傷亡情況，「本公司」將根據以下所列支付賠償：

1. 死亡
- 「保障項目表」訂明的賠償額的 100%
2. 下列永久傷殘情況
- 根據「保障項目表」訂明的賠償額按以下百分比支付

	百分比
1. 完全永久傷殘，不能從事任何工作或職業	100%
2. 完全及永久喪失一目或雙目視力	100%
3. 喪失以下肢體或完全永久喪失其功能：- a) 身體任何一肢或兩肢 b) 一手或兩手 c) 肘部以上的臂部 d) 肘部或以下的臂部 e) 膝蓋以上的大腿 f) 膝蓋或以下的小腿	100%
4. 完全永久神經失常	100%
5. 所有肢體完全及永久癱瘓	100%

6. 喪失以下肢體或完全及永久喪失其功能：- a) 單手之拇指及四指 b) 單手之四指 c) 拇指（兩節） d) 拇指（一節） e) 食指（三節） f) 食指（兩節） g) 食指（一節） h) 其他每隻手指（三節） i) 其他每隻手指（兩節） j) 其他每隻手指（一節） k) 單足所有腳趾 l) 大腳趾（兩節） m) 大腳趾（一節） n) 任何其他腳趾	70% 45% 25% 10% 15% 8% 4% 10% 4% 2% 17% 5% 2% 3%
7. 完全及永久喪失：- a) 兩耳聽覺 b) 單耳聽覺 c) 說話能力	75% 25% 60%

8. 上列的永久傷殘（喪失味覺或嗅覺除外）：
- 賠償比例由「本公司」根據顧問評估意見釐定符合上列比例準則的賠償，但於任何情況下，均不會以「受保人」的就業情況或職業作為賠償的依據。

如「閣下」投保的為「家庭計劃」，在「保險期」內本章節的「死亡保障」、「永久傷殘保障」及額外保障之雙倍賠償/三倍賠償將就所有年齡為十八（18）歲以下的「受保人」作出的最高賠償額限於港幣 500,000 元。

### 3. 醫療費用

「受保人」蒙受「身體損傷」後連續十二（12）個月內的必要醫療、外科手術、住院、療養院及看護料理開支或費用。但所有此等款項必須為聘用認可及正式「註冊醫生」、「醫生」、外科醫生或護士提供醫護服務及/或遵照正式「註冊醫生」、「醫生」或外科醫生指示入住「醫院」所招致的合理及必需專業服務開支及費用。

「本公司」的最高賠償額為「保障項目表」訂明就單一事件支付的「醫療費用保障」限額。如「受保人」因遇劫而蒙受「身體損傷」，本項保障的限額將自動增加一倍。

如「閣下」投保的為「家庭計劃」，在「保險期」內本章節的「醫療費用保障」將就所有年齡為十八（18）歲以下的「受保人」作出的最高賠償額限於港幣 10,000 元。

## 任何一名「受保人」的保障限額

### 1. 「死亡保障」之賠償

- 除非「受保人」在蒙受「身體損傷」後十二（12）個月內死亡，否則「本公司」將不會支付「死亡保障」賠償；
- 如「本公司」已就同一宗「身體損傷」事件支付「永久傷殘保障」，便不會另行支付「死亡保障」。然而倘「本公司」支付任何「永久傷殘保障」後，「受保人」在事發後十二（12）個月內純粹因同一宗「身體損傷」死亡，而「死亡保障」金額高於已支付的「永久傷殘保障」，「本公司」則會支付兩者的差額。

### 2. 「永久傷殘保障」之賠償

- 除非「受保人」向「本公司」提供合符要求之證據，證明於「身體損傷」後十二（12）個月內一直傷殘，並在「受保人」的餘生亦應會繼續傷殘，否則「本公司」不會支付「永久傷殘」保障賠償；
  - 如「受保人」的身體有兩項上表所列的「永久傷殘」情況，而其中一項乃屬於另一項之肢體部份，「本公司」將只會就賠償額較高的一項作出賠償；
  - 「本公司」向任何一名「受保人」所支付的「永久傷殘保障」，最高賠償總額不得超過賠償額的 100%。
3. 倘若「本保單」承保的醫療費用另有其他保險承保，「本公司」只會支付超出其他保險賠償額的溢額。

有關「保障項目表」上所訂明的各項保障，除非「本公司」另行同意，否則「本公司」將待至保障金額確定及協定後，方會支付一筆整付賠償。

## 額外保障

### 1. 雙倍賠償/三倍賠償

如「閣下」在乘坐任何公眾人士均可以付費乘客身份登上的公共交通工具時(包括多引擎飛機、巴士、公共客車、鐵路列車、電車、船、氣墊船、渡輪及計程車，並須由持有合法牌照之公司營運，任何以特約承包形式運載或用作私人運輸用途的交通工具均不在承保之列)，並因「身體損傷」而直接導致死亡，第一部份之「死亡保障」的賠償額將會

- 如發生在「大灣區」以外的世界上任何地方：增加一倍或港幣 1,000,000 元（兩者以較低為準），或
- 如發生在「大灣區」內：增加兩倍或港幣 2,000,000 元（兩者以較低為準）。

此項額外保障的賠償只以最初「保障項目表」訂明的保障限額為計算基礎。

「閣下」只可對由同一原因引起的任何損失向額外保障第1a)節或第1b)節提出索償。

如「閣下」投保的為「家庭計劃」，在「保險期」內此額外保障、「死亡保障」及「永久傷殘保障」將就所有年齡為十八（18）歲以下的「受保人」作出的最高賠償額限於港幣 500,000 元。

### 2. 嚴重燒傷保障

倘若於「保險期」內，「閣下」遭受三級程度燒傷，且「身體受傷」之表面面積達到下表指明的最低百分率，「本公司」將根據下表就此保障向「閣下」作出賠償。

身體部位	佔身體表面面積的百分率	「保障項目表」中所列的最高賠償額的百分率
頭部	8%	100%
	5%	75%
	2%	50%
除頭部以外	20%	100%
	15%	75%
	10%	50%

此項額外保障一經賠償，「受保人」於「死亡保障」及「永久傷殘保障」中就同一「身體損傷」所享有的最高賠償額將相應遞減。

此項額外保障不會就同一意外中多於一個以上身體部份受傷而作出賠償。若於同一意外中多於一個以上所列之身體部份受傷，「本公司」則只會以賠償額最高之部份作出賠償。

若「本公司」就任何一個身體燒傷部份所支付的賠償少於此項額外保障最高賠償額之100%，由意外發生引致「身體損傷」當日起計算，已支付的賠償金額將會於此項額外保障的最高賠償額中扣減，直至本保單到期日為止。此後任何索償，將仍以原有的最高賠償額乘以有關燒傷部份的最高賠償額百分比計算。惟此項額外保障的總賠償額不得超過「保障項目表」所訂明的最高賠償額之100%。

若任何一名「受保人」已於「死亡保障」或「永久傷殘保障」中獲得百分之百最高賠償額，則該「受保人」將不能再於此額外保障中得到任何賠償。

### 3. 公眾假期額外賠償

如「受保人」於《公眾假期條例》(第149章)所訂的「b」至「r」公眾假期期間意外受傷，則「本保單」就「死亡保障」及「永久傷殘保障」所作出的賠償將額外增加港幣25,000元(適用於「成人計劃A」及「家庭計劃A」)及港幣50,000元(適用於「成人計劃B」)。

若「受保人」已就同一意外獲發額外保障之雙倍賠償或三倍賠償，則該「受保人」將不能於此額外保障中得到任何賠償。

### 4. 舉殯及遺體火化費用

如「受保人」因「本保單」所承保之意外事故死亡，「本公司」將會支付因「受保人」死亡所導致的必需及合理的舉殯及遺體火化費用(扣除一切可通其他途徑索償之款項)，最高總賠償額為港幣 25,000 元，惟必須提供由「香港」認可承辦商發出及有收據可依的賬項文件。

### 5. 創傷輔導服務費用

如「受保人」因「身體損傷」獲「本保單」賠償，並同時直接因該「身體損傷」而被「醫生」診斷罹患創傷壓力症，因而需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療

服務，則「本公司」將根據所出示之有關收據，支付由「受保人」「身體損傷」日期起計六（6）個月內就以上輔導治療服務而實際引致的必需及合理的醫療費用或開支。於「保險期」內，本保障的最高賠償額為港幣 5,000 元。

## 6. 喪親輔導服務費用

如「受保人」的合法配偶、父母、配偶之父母、(外)祖父母、兄弟姐妹、子女、合法領養的子女、(外)孫子女或法定監護人因「受保人」意外死亡獲「本保單」賠償，並同時直接因該意外死亡而被「醫生」診斷罹患抑鬱症，並需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療服務，則「本公司」將根據所出示之有關收據，支付由「受保人」意外死亡日期起計六（6）個月內就以上輔導治療服務而實際引致的必需及合理的醫療費用或開支。於「保險期」內，本保障的最高賠償額為港幣 5,000 元。

若「本公司」已就同一意外支付「創傷輔導服務費用」，則將不會就此項額外保障作出賠償。

## 7. 物理治療、脊醫、跌打及針灸治療費用

「本保單」保障「受保人」因「身體損傷」而招致的必要及合理的物理治療、脊醫治療、跌打及針灸治療費用，但「受保人」必須出示註冊物理治療師、註冊脊醫、或根據《中醫藥條例》（香港法例第 549 章）註冊之跌打或針灸治療師（但不得為「閣下」或其家屬）所發出的收據以作證明，而每年最高賠償總額則為港幣 2,500 元。

「本公司」將不會支付：

- i) 就每次跌打及針灸治療費用，多於港幣 200 元；
- ii) 就每次物理及脊醫治療費用，多於港幣 500 元；
- iii) 每日多於一（1）次之治療費用；
- iv) 每個意外多於五（5）次治療。

## 8. 衣服及個人物品損毀保障

若「受保人」的衣服及／或個人物品於「受保人」招致「身體損傷」的同一意外中損毀，而「受保人」亦能於「本保單」之「醫療費用保障」中獲得賠償，「本公司」則將會同時支付有關的衣服及個人物品損失（但只限「受保人」無法從其他途徑追討的損失），每宗意外最高賠償額為港幣 2,000 元。

## 9. 住院現金保障

若「受保人」因「身體損傷」而需入住「醫院」接受治療，「本公司」將按「受保人」的住院期向「受保人」支付每星期港幣 500 元之住院現金保障，最長賠償期不超過五十二（52）個星期。

此項額外保障的現金賠償乃按「受保人」每一整星期住院計算。如有不足一整星期者，則按比例就每一整日住院計算。

## 10. 「意外整容手術」費用

「本公司」將會支付「受保人」於意外受傷後連續十二個月內於「香港」進行的「意外整容手術」所需的合理及慣性的醫療、手術、住院費用或開支。

如因治療「身體損傷」而需作進一步的整容手術，「本公司」亦將會支付有關的額外開支。

本保障就每次意外的最高賠償額為港幣 20,000 元。

如「受保人」為「家庭計劃」中年齡為十八（18）歲以下之人士，則不會獲得賠償。

# 第二部份 — 個人法律責任

「本公司」將會就「閣下」於「保險期」內在「香港」內因意外引致的

- a) 他人死亡或身體受傷；
  - b) 他人財物損失或損毀。
- 於法律上必須承擔的賠償責任。

就每一事故、由同一源頭或原因引致的一連串事故以致於整段「保險期」，於本節應支付的最高賠償金額不應超過「保障項目表」所示的最高賠償額，此金額亦包括經由法院判決須由「閣下」支付或由「閣下」引致並獲得「本公司」書面同意支付的訴訟費用。

如「閣下」投保的為「家庭計劃」，在「保險期」內本章節將就所有年齡為十八（18）歲以下的「受保人」作出的最高賠償額限於港幣 500,000 元。

## 不承保事項(第二部份適用)

「本公司」將不承保：

- 1) 任何滲漏、污染或沾污物直接或間接引起的人身損害或身體損傷，或財物損失、損毀或喪失其用途。
- 2) 搬運、清除或清理滲漏、污染物或沾污物費用。
- 3) 罰款、刑罰、處分或懲戒性損失。
- 4) 因下列原因而引致或與以下事故相關的任何責任：
  - a) 「閣下」、「閣下」的家庭成員或僱員的死亡或身體受傷。
  - b) 遺失或損毀「閣下」或「閣下」的家庭成員或僱員擁有持控託管或保管的財物。
  - c) 「閣下」從事的任何商業事務、交易、專業工作或職業。
  - d) 「閣下」擁有或佔用任何土地、樓宇或建築物。
  - e) 「閣下」擁有、使用或管有任何動物（家養狗隻或貓隻除外）、槍械、任何型式的機動車輛、船隻或飛機。
  - f) 「閣下」擁有、持有或使用的任何航空設備及其配件和備件，包括航空攝影器材。
- 5) 任何根據協議所需承擔的任何責任；亦即如無該等協議的存在，「閣下」是不須承擔的責任；
- 6) 任何透過互聯網、內聯網、企業互聯網及/或透過「閣下」的網站、互聯網網站、網址進行之活動及/或業務及/或交易，及/或透過電子方式傳送之電子郵件或文件所引起的任何索償或損失。
- 7) 依據、源於、直接或間接因下列事項而導致、引致或與此有關的任何形式的索償及損失：
  - a) 石棉；或
  - b) 任何涉及石棉的使用、存在、出現、發現、清除、消除，又或因避免石棉、接觸石棉或可能接觸石棉所導致的任何實際或據稱受傷或損毀。
- 8) 任何於初審時非由「香港」司法管轄權的法庭循法律途徑移送或取得的裁決的有關的責任；或有關在香港特別行政區內索償人可由「受保人」取回的訴訟費。
- 9) 任何因「閣下」或「閣下」的代表人士蓄意、惡意或違法導致的行為。

如「本公司」基於上述一般不承保事項規定而拒絕之任何索償，「閣下」/「受保人」必須負責證明索償的損失在「本保單」的保障範圍內。

## 特別條款(第二部份適用)

- 1. 當「閣下」或「閣下」的代表人士得悉下列事項：
  - i) 意外；或
  - ii) 索償；或
  - iii) 將會有的訴訟；或
  - iv) 訴訟。應立即以書面通知「本公司」。

2. 就任何索償，未經「本公司」書面同意，「閣下」不可承認或否認責任、談判、提出或應允付款。「本公司」可全權酌情接手處理事件，並以「閣下」名義抗辯、解決或處理任何索償。「閣下」須提供「本公司」不時所需的資料及協助。
3. 如「閣下」提出任何索償時，已有任何其他保險為「閣下」提供賠償，「本公司」將不會按「本保單」的比例分擔任何損失。按保單的責任限制，「本公司」只會支付到目前為止沒有任何其他保險賠償的金額。
4. 倘出現任何意外，「本公司」會隨時按照「保障項目表」所載的最高賠償額或能讓因該意外引起的索償達成和解所需的任何較少金額（就上述第a)或b)中扣除已支付的任何賠償）對「閣下」或「閣下」的法律代表作出賠償，且之後「本公司」將不會就該意外承擔任何進一步的法律責任，支付於該支付日期之前所引致的訴訟費用和開支除外。

## 一般不承保事項

「本保單」概不承保因以下原因而直接或間接引致或造成或與以下事故相關之任何身體受傷、死亡、傷殘、損失、損害、損毀、責任、費用或開支，並包括任何性質之相應損失，不論此等損失乃同時或以任何其他次序由任何事故或事件所引致亦然：

1. 輻射污染、化學、生物、生化或電磁武器不承保條款
  - a) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
  - b) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
  - c) 任何應用原子或核子分裂，及／或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置；
  - d) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
  - e) 任何化學、生物、生化或電磁武器。
2. 戰爭及恐怖活動不承保條款
  - a) 戰爭、侵略、外敵行動、敵對局面或交戰事件（不論正式宣戰與否）、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
  - b) 任何恐怖活動，包括但不限於：任何人士（人等）或團體因政治、宗教、思想形態或類似目的，透過以下方式表示或以其他方式，及／或令公眾或任何公眾組別恐慌：
    - 使用武力、暴力或以武力、暴力威脅，及／或
    - 傷害或損害人身或財產（或受到此等傷害或損害威脅），包括但不限於核子輻射及／或化學污染及／或生物劑；或
  - c) 採取任何行動控制、阻止或壓制或以任何方式控制、阻止或壓制與上述第 a) 或第 b) 條有關之行動。
3. 政治風險不承保條款
  - a) 被任何法定機關充公、收歸國有或徵用而永久或暫時喪失佔管權；
  - b) 因任何財產被任何人士非法佔用或佔管而永久或暫時喪失其佔管權，但投保財產在喪失佔管權之前或期間蒙受實際「本保單」承保之損害，則「本公司」仍需向「閣下」承擔責任。
  - c) 任何公營權力機關下令銷毀財產。
4. 電腦病毒及黑客入侵不承保條款
  - a) 損壞：任何電腦、其他設備、元件、系統或項件所處理、

儲存、傳遞或檢取之數據或其任何部份，包括不論乃有形或無形的數據（包括但不限於任何資料、程式或軟件）的損失或破壞，亦不論是否屬於「閣下」之財產亦然，惟此等損壞乃(程式或操作員錯誤)病毒或同類機制或黑客入侵所致；

- b) 相應損失：由(程式或操作員錯誤)病毒或同類機制或黑客入侵直接或間接導致或引起；

惟本不承保條款並不適用於任何「釋定緊急事件」（釋義以下文訂明為準）嗣後導致財產損失、損毀或損害或相應損失所引起的索償，但有關索償必須屬於「本保單」承保範圍。

### 釋義

茲於本不承保條款而言，「釋定緊急事件」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

### 病毒或同類機制

病毒或同類機制指蓄意設計以損壞、干擾或對電腦程式、數據檔案或操作造成不利影響的程式符號、程式指引或任何指引組合，不論是否涉及自行複製活動亦然。病毒或同類機制的釋義包括但不限於特洛伊木馬病毒及邏輯炸彈病毒。

### 黑客入侵

黑客入侵指未經授權進入任何電腦或其他設備、元件、系統或項件，以儲存、傳遞或檢取數據。

5. 於投保時已知悉的任何可能引致索償的情況或身體狀況。
6. 以付費乘客身份乘搭持牌航空公司的國內或國際班機，或乘搭領取適當牌照的包機以外的航空旅程。
7. 為航空公司機組人員。
8. 於任何國家擔任有關軍事、治安、消防或保安職務。
9. 參與專業運動或參與任何「受保人」將會或可以賺取收入或報酬的運動。
10. 參與或進行跳傘或與飛機有關的任何運動。
11. 參與或進行空中滑翔。
12. 參與或進行任何競賽（競步或泳賽除外）、速度比賽或耐力賽。
13. 參與或進行探洞或需使用輔助工具或繩索的爬山或攀石活動。
14. 參與在海拔逾 5,000 米的高地徒步登山旅行或遠足、在逾 30 米水深進行水肺潛水活動。
15. 自殺、自戕或蓄意危害自身安全（企圖拯救他人性命除外）。
16. 懷孕、分娩、投保前已存在的身體上或心理上之缺陷或不全、神經失常、精神障礙、精神病、焦慮或抑鬱症或急性高山症。
17. 人類免疫力缺乏症病毒(HIV)及/或與 HIV 有關的任何疾病，包括獲得性免疫缺損綜合徵(AIDS)及/或其導致的任何突變衍化物或變種。
18. 任何性質之疾病或病症;或由任何疾病引發的「身體損傷」。
19. 「受保人」因服用藥物（「註冊醫生」處方藥物除外，但不包括專為戒毒而處方的藥物）影響所致之事故。
20. 「受保人」受酒精影響所致之事故（除非索償人可提供令「本公司」滿意的證據證明「受保人」並非因醉酒而導致「身體損傷」則除外）或受嗅吸溶劑影響所致之事故。
21. 打架（自衛除外）、挑釁他人攻擊導致受傷、拒捕。
22. 「閣下」或任何人士依照「閣下」指示作出的犯法或非法行為。
23. 與整容手術（指明提供則除外）、視力或屈光矯正的器材、隱形眼鏡、眼鏡或助聽器、義肢相關之任何費用。
24. 因購買或使用特殊支架、植入物、輔助設備或裝置而產生之任何費用，包括但不限於輪椅和拐杖。
25. 假牙、牙冠及牙橋。
26. 「受保人」在「本保單」生效期間的任何時間，參與或從事下列任何一種職業（不論是臨時性的或永久性的）：
  - a) 「職業類別」類別三／輕微體力勞動職業（不需要操作機械之工作除外）；

- b) 「職業類別」類別四／體力勞動職業；
- c) 演員、娛樂事業表演者、武術指導、特技人或電影攝影師；
- d) 雜技表演員、馬戲班訓練員或表演者；
- e) 空勤人員、直升機或單引擎輕型飛機駕駛員、或空中工作人員；
- f) 航海駕駛員、船員或船舶工人；
- g) 漁民、農民、農場工人；
- h) 賭場或其他賭博場所職員；
- i) 夜總會、卡拉 OK 俱樂部、酒吧、桑拿或按摩中心職員；
- j) 美容院或髮廊職員、美容師、理髮師、髮型師、化妝造型師；
- k) 警務人員、消防處人員、香港懲教署或香港海關人員、或其他紀律服務人員；
- l) 任何國家或國際授權的海軍、陸軍或空軍服務或行動、或武裝部隊服務；
- m) 持槍護衛員、專業金錢／珠寶護衛員或解款車人員；
- n) 需要在戶外工作的珠寶推銷員、保鏢；偵探；
- o) 商業車輛（包括但不限於卡車、貨車、專用車輛、計程車、公共巴士、摩托車、電車、小巴等）司機、跟車或體力勞工；
- p) 中國／澳門至「香港」跨境司機；
- q) 職業運動員或教練；賽車手；
- r) 吊機操作員；
- s) 拆卸承辦商或工人；
- t) 所有土木工程及／或建造工程的工頭、手作工人或機械操作員；地盤工人；
- u) 棚架興建或維修工人；
- v) 燒焊工人；
- w) 吊船工人；
- x) 窗戶清潔工人、高空維修工人、霓虹燈招牌安裝或修理工人、或任何需要在離地面或樓面十呎或以上高度的工作；
- y) 室內裝修工人；裝修工人；
- z) 船塢或造船廠手作工人或機械操作員；
- aa) 從事造船、船舶修理及拆船的工人；
- bb) 裝卸工人；
- cc) 潛水員；
- dd) 騎師；馬匹訓練員；
- ee) 需到外地採訪之記者或攝影師；戰地記者；
- ff) 汽車修理或電機維修工人；
- gg) 安裝或維修升降機或電梯工人；
- hh) 鐵路或電車或纜車工人；
- ii) 回收工人；
- jj) 安裝或維修氣體、水電或電器設備工人；
- kk) 伐木或鋸木廠工人
- ll) 礦工
- mm) 石油鉗塔或天然氣鉗塔工人；
- nn) 於地下或水底工作人員；沉箱工人；
- oo) 鐵匠；木匠；
- pp) 化學或石油工人；
- qq) 煙囪或塔或尖頂或橋或水壩的建造技工及工人；
- rr) 處理排水道或污水道工人；
- ss) 隧道工人；
- tt) 鋼筋彎曲和安裝工人；
- uu) 打井、鑽井工人；
- vv) 曝身於塵埃或有毒化合物之工人；
- ww) 製造、儲存、注滿、細分、處理及運送以下物品的工人：
  - i) 煙花、軍火、燃料、彈藥、火藥、硝化甘油及／或爆炸品
  - ii) 受壓容器內的可燃氣體及／或氣體
  - iii) 丁烷、甲烷、丙烷、或其他液化氣體
  - iv) 賽璐珞、硝酸纖維素
  - v) 石化產品或有毒、有害、爆炸性及／或高度易燃的化學品
- xx) 機械操作或維修工人(手提式的家居及辦公室工具及器具除外)

### 制裁限制之不承保條款

如「本保單」所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國或美國所作出的貿易或經濟制裁或法規/或任何其他適用之國家經濟或貿易制裁或法規，「本公司」將視其為「本保單」的不承保事項，因而不會承擔支付任何索償或提供任何保障的責任。

如「本公司」基於上述一般不承保事項規定而拒絕之任何索償，「閣下」必須負責證明索償的損失在「本保單」的保障範圍內。

## 一般條款

「閣下」必須遵從「本保單」的條款或任何屬於本合約的背書條款，而遵從這些條款則是「閣下」向「本公司」提出賠償的先決條件。

1. 任何重要資料的失實聲明、失實陳述或隱瞞將導致「本保單」失效。
  2. **更改職業。**當「閣下」獲悉任何「受保人」的就業、職業、職責或職務有變，或獲悉其他可能提高「本保單」索償風險的事態變化，必須立即以書面通知「本公司」。「本公司」或會要求「閣下」就上述變化繳付額外保費。除已獲得「本公司」授權人仕簽署外，任何保單或背書條款之更改均屬無效。如「受保人」轉換的職業屬「本保單」於一般不承保事項第二十六(26)項所列的不承保職業，此「受保人」的保險保障將於轉職當日取消。
  3. 就「閣下」所知，如「受保人」有任何身體受傷或染病，「閣下」須於「本保單」續保前以書面通知「本公司」。
  4. 「本公司」不會承認任何關乎「本保單」的信託、押記或轉讓通知，亦不會受此等通知影響。「閣下」或「閣下」的合法個人代表收取任何賠償後，「本公司」的責任即告圓滿終止。
  5. **年齡限制條款。**現保證家庭計劃中作為父母之「受保人」的年齡均界乎十八(18)歲至五十九(59)歲(連首尾在內)及作為子女之「受保人」的年齡均界乎六(6)個月至十七(17)歲(連首尾在內)；成人計劃 A 或 B 之「受保人」的年齡均界乎十八(18)歲至五十九(59)歲(連首尾在內)。「本保單」可在「本公司」及「閣下」雙方同意下每年續保，惟當「保險期」完結時，「受保人」之年齡達六十(60)歲時，保單便告終止。「本公司」可決定是否接受隨後的保單續保。
  6. **保障調動。**於保單續保時，倘「家庭計劃」之「受保人」已年滿十八(18)歲，在「本公司」及「閣下」雙方同意下，根據「閣下」通知「本公司」的「受保人」的職業並在「本公司」同意提供保障，其保障計劃將會自動切換至「成人計劃A」。
  7. **取消保單。**「本公司」可取消「本保單」。「本公司」將會以掛號信形式給予「閣下」七(7)日通知取消保單，而有關通知則會寄往「閣下」最後為「本公司」知悉的地址。「閣下」將獲發還按比例計算之保費退款。
- 「閣下」亦可隨時向「本公司」發出書面形式通知取消「本保單」，如於現行「保險期」內並無索償個案，「閣下」將獲發還餘下未承保「保險期」之保費，發還金額依據下面的保費退款表計算。

- |               |                |
|---------------|----------------|
| 已承保「保險期」<br>在 | 保費退款           |
| 1 個月或以下       | 「閣下」已繳付保費之 60% |
| 2 個月或以下       | 「閣下」已繳付保費之 50% |
| 3 個月或以下       | 「閣下」已繳付保費之 30% |
| 4 個月或以下       | 「閣下」已繳付保費之 10% |
| 4 個月以上        | 恕不退款           |
8. **終止保障**
- a) 「本保單」在以下最早發生的情況下終止：
- i) 任何有關「本保單」的保費在繳費到期日未能悉數繳交。
- ii) 在「閣下」已達六十(60)歲的下一個繳交保費到期日。
- b) 任何「受保人」於「本保單」的保障在以下最早發生的情況下終止：
- i) 當已達六十(60)歲。
- ii) 「受保人」轉變或從事的任何職務、職業屬「本保單」於一般不承保事項第二十六(26)項所列的不承保職業。
- iii) 按照「本保單」一般條款第八 a)(8a)項的條文終止保障。
- iv) 當「受保人」身故。
9. 「閣下」不得投保超過一份「本公司」簽發的家庭個人意外 2.0 保險計劃，倘若「閣下」投保超過一份此款保單，「本公司」將視提供最高賠償額之保單為「閣下」的保單，「本公司」只會退回其他保單之已收訖保費，而毋須承擔任何責任。
10. 「本保單」的條款、不承保事項及其有關修訂亦應適用於「受保人」的合法代表。
11. **仲裁。**倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（第 341 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁決議，方可按「本保單」採取任何法律行動或提出訴訟。
- 若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據「本保單」重新提出索償。
12. **司法管轄權。**「本保單」遵從「香港」之專有司法管轄權，並按「香港」法律詮釋。
13. **債權取代。**「本公司」有權斟酌取代及執行第三者索償的辯護或賠償。「本公司」亦有權於賠償相關損失之前或之後，以「閣下」的名義追討於事件中的有關人士。
14. **《合約（第三者權利）條例》之責任除外權。**任何不是「本保單」某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。
2. 「閣下」須聘用「註冊醫生」，並接受此等醫生認為必要的治療。
3. 「閣下」或索償人須自費並按「我們」規定的形式向「本公司」提供所需的證書、資料及證據。
4. 「本公司」或會要求「閣下」接受進一步的身體檢查，費用將由「本公司」支付。
5. 如「受保人」身故，死亡證必須交予「本公司」查閱。「本公司」並可要求進行驗屍，所需費用將由「本公司」支付。
6. 「閣下」或「閣下」的代表不可作出任何詐騙性、虛假或誇大的索償，否則「本公司」毋須承擔「本保單」的賠償責任。

## 索償條款

「閣下」、「受保人」或任何其他索償人必須遵從「本保單」所有適用的條款，「本公司」方會根據「本保單」作出賠償。

1. 「閣下」或任何一位代表「閣下」的人士，必須在「受保人」蒙受「身體損傷」當日起三十（30）日內以書面通知「我們」，提供可根據「本保單」索償的「身體損傷」詳情。

## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

☐

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<b>(for identification purpose)</b>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.



## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律，條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

而自願性用途則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並

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將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。

您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至 “dpo@hk.msig-asia.com” 。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。