

POLICY WORDINGS

# ALLIANZ ACCIDENT PROTECT

## 安聯 意外保障

Allianz Global Corporate  
& Specialty SE  
(incorporated in the Federal Republic  
of Germany with limited liabilities)  
Hong Kong Branch

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安聯環球企業及專項保險  
(於德意志聯邦共和國註冊成立之有限公司)  
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## ALLIANZ ACCIDENT PROTECT POLICY

**THIS POLICY** is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Policyholder's proposal form (or when the Policyholder applied for this insurance) and any other disclosures made by the Policyholder between the time of submission of the Policyholder's proposal form (or when the Policyholder applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Policyholder shall form part of this contract of insurance between the Policyholder and **Allianz Global Corporate & Specialty SE Hong Kong Branch** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Policyholder's answers or in any disclosures made by the Policyholder, it may result in avoidance of the Policyholder's contract of insurance, refusal or reduction of the Policyholder or Insured Person's claim(s), change of terms or termination of the Policyholder's contract of insurance.

All payment of claims in this Policy are payable to the Policyholder or as otherwise directed in writing by the Policyholder. In the absence of any such written direction and the death to the Policyholder, accrued benefits unpaid at the time of the Policyholder's death shall be paid to the legal personal representative. Any release given by the Policyholder, or any third party to whom the Policyholder has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.

## INTRODUCTION

### ELIGIBILITY

The Insured Person must be:

- (a) (i) for an Adult, between 18 and 65 years old (both ages inclusive) on the first effective date of the Policy, or up to eighty (80) years old for renewal policies.
- (ii) for a Child, between 30 days and 18 years old or 24 years old for those registered as full time students at an Educational Institution.

Ages referred to in this Policy shall be in reference to the age as at the last birthday.

### CONTACT US

#### For any Enquiries:

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## POLICY DEFINITIONS

**Accident** means any sudden or unexpected and violent event which the Insured Person did not intend or anticipate, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

**Adult** means an Insured Person who is above 18 years old and not a Child.

**Child/Children** means the Insured Person's biological/legally adopted/ step child who has attained the age of thirty (30) days and is an unmarried person, is financially dependent upon the Insured Person up to the age of eighteen (18) years old or twenty four (24) years old for those registered as full time students at an Educational Institution.

**Company** means Allianz Global Corporate & Specialty SE Hong Kong Branch.

**Couple Plan** means a policy that covers up to 2 Adults, where each Insured Person is the Partner of the other.

**Date of Loss/Accident** means the day when any of the Injuries and other covered incident(s):

- (a) occurs;
- (b) is inflicted on; and/or
- (c) contracted by the Insured Person.

**Disability** means a physical condition that limits an Insured Person's movements, senses or activities.

**Educational Institution** means any school, vocational institute, polytechnic, college, university or institute of higher learning which is operated by the government or licensed to provide educational services by trained or qualified teachers.

**Family Plan** means a policy that covers up to 2 Adults, where each Insured Person is the Partner of the other, and up to 10 Children.

**Home** means Insured Person's usual place of residence in Hong Kong.

**Home Territory** means Hong Kong.

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

**Hospital** means any government or licensed hospital/medical centre which provides room, board and 24 hours a day nursing services and medical treatment (other than an institution for the aged, chronically ill, mental health, treatment of substance abuse, rehabilitation, convalescent or rest or nursing home).

**Injury** means bodily injury suffered anywhere in the world caused solely by an Accident and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance.

**Illness** means any sudden and unexpected deterioration of health certified by any Medical Practitioner during the Period of Insurance.

**Insured Person** means person named or described in the Schedule and in respect of whom coverage have been confirmed in writing by the Company.

**Medical Practitioner** means a western qualified Medical Practitioner legally registered and licensed by the medical authorities of the country in which treatment is provided and who is practising within the scope of his/her licensing and training.

**Partial Permanent Disablement** means the conditions under Permanent Disablement that are less than 100% percentage of Principal Sum Insured under the Scale of Benefits.

**Partner** means the legally married spouse of the Insured Person.

**Period of Insurance** means the duration for when an Insured Person is insured, subject to the terms, conditions and exclusions as set out in this Policy and the specific dates confirmed by the Policyholder to the Insured Person as set out in the Schedule.

**Permanent Disablement** means the conditions, other than Accidental Death, described under the Scale of Benefits in Section I, and which conditions must be beyond hope of improvement.

**Policyholder** means a person or a corporate body as described in the Schedule to whom this Policy has been issued in respect of cover for the Insured Person(s).

**Pre-existing Conditions** means any Injury, Illness, condition or symptom:

a) for which a Medical Practitioner has provided consultation, diagnosis or medication prior to the commencement of the Policy to the Insured Person, or

b) which was known to be aware by the Insured Person prior to the commencement of the Policy.

**Principal Sum Insured** means the sum insured of the death benefit according to the type of plan purchased, and which is set out in the Schedule.

**Public Transport Services** means any licensed and regularly scheduled land, sea or air conveyance

operating as a form of public transport and which any member of the public can join at a recognized stop as a fare-paying passenger. Rented vehicle, vehicle on hire, tour coach or any chartered services are excluded.

**Schedule** means the document which is issued to the Policyholder detailing the particulars of the Insured Person and the benefits provided under this Policy.

**Total Permanent Disablement** means the conditions under Permanent Disablement that are of 100% percentage of Principal Sum Insured under the Scale of Benefits.

**Traditional Chinese Medicine (TCM) Practitioner** means a licensed or registered person practising traditional Chinese medicine and/or acupuncture (including bonesetter) in accordance with the applicable laws and regulations of the country in which treatment is provided. For the avoidance of doubt, where the applicable laws and regulations of the country in which treatment is provided does not license or register a person practicing traditional Chinese medicine and/or acupuncture (including bonesetter), such person shall not qualify as a Traditional Chinese Medicine (TCM) Practitioner for the purposes of this Policy.

## EXCLUSIONS

This Policy does not cover death or any Injury or Illness directly or indirectly caused by or in connection with any of the following:

1. Pre-existing Conditions;
2. Whilst an Insured Person is performing these occupational activities:
  - (a) Full time military, airforce, navy, police and civil defence personnel (other than activities that are sedentary desk-bound duties)
  - (b) Any professional sportsman, motor car/bike racer, entertainer, stuntman, jockey, wood working, welding
  - (c) Any air/sea crew
  - (d) Any off-shore occupations (ship crew, diver, oil-rigger, fisherman)
  - (e) Any construction worker
  - (f) Workers engaged in maintenance, cleaning, roofing or repair activities involving scaffolding or gondolas
3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

4. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat;
5. Any form of disease, infection or parasites related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
6. Childbirth, miscarriage, pregnancy or any complications thereof;
7. Provoked murder or assault;
8. While committing or attempting to commit any unlawful act;
9. While participating in any professional sports;
10. Aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;
11. Racing (other than on foot), pace-making, speed or reliability trials;
12. Ionisation, radiation or contamination by radioactivity, nuclear weapons material;
13. Driving without a valid driving license.

## CONDITIONS

### 1. IDENTIFICATION

This Policy and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

### 2. ELIGIBILITY

The Insured Person must be:

- (a) (i) for an Adult, between 18 and 65 years old (both ages inclusive) on the first effective date of the Policy, or up to eighty (80) years old for renewal policies.
- (ii) for a Child, between 30 days and 18 years old or 24 years old for those registered as full time students at an Educational Institution.

Ages referred to in this Policy shall be in reference to the age as at the last birthday.

For the avoidance of doubt, any Insured Person under a Couple Plan or a Family Plan shall cease to be insured under this Policy if he or she ceases to be eligible hereunder as at the date of any renewal of this Policy.

### **3. COOPERATION**

As a condition precedent to the Company's liability, the Insured Person or his/her personal representatives shall cooperate fully with the Company and its medical advisors (where applicable) and will fully and faithfully disclose all material facts and matters which the Insured Person knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Insured Person's expense, from any doctor or Hospital or other source.

### **4. REASONABLE PRECAUTIONS AND MATERIAL CHANGES**

The Insured Person shall take all reasonable precautions or prevent and minimise any Injury. The Policyholder must inform the Company immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

### **5. OVERSEAS RESIDENT**

If the Insured Person reside outside of Hong Kong for more than one hundred and eighty (180) consecutive days, only Accidental Death and Permanent Disablement benefits will be payable.

### **6. CHANGE OF ADDRESS OR PARTICULARS**

The Policyholder shall give immediate notice to the Company of any change in his/her name and residence. The Policyholder shall also give notice before any renewal of this Policy of any Injury, disease, physical defect or infirmity by which the Policyholder has become affected or has knowledge of.

### **7. CLAIMS (ACTION BY POLICYHOLDER)**

(a) Notice of Injury, Accident or Illness on which the claim may be based and which is covered by this Policy, must be given in writing to the Company within thirty (30) days after the occurrence. The Company upon receipt of

such notice shall furnish the Policyholder with a claim form for the filing of proof of claim.

(b) In case of death reasonable notice shall be given to the Company before burial or cremation and the Company may require to be represented at a post-mortem or examination of the body of the Insured Person. The Company shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the Company of any inquest appointed.

All certificates, information and evidence required by the Company shall be furnished by the Insured Person or his/her legal personal representative and shall be in such form and of such nature as the Company may prescribe.

### **8. FREE LOOK PERIOD (NOT APPLICABLE TO RENEWAL POLICIES)**

Within 14 days after the delivery or issuance of the policy (whichever is earlier), should the Policyholder decide not to continue with the Policy for any reason, it may be returned to the Company for cancellation. Any premium and levy paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any loss, damage or liability sustained or incurred.

### **9. AUTOMATIC RENEWAL CLAUSE**

It is noted and agreed that subject to the terms and condition and payment of premium, this policy shall be renewed upon expiry until a notice of cancellation has been received.

### **10. CHANGES IN POLICY TERMS AND CONDITIONS**

(a) The Company reserves the right to alter the Policy terms during any Period of Insurance as the Company reasonably considers appropriate or if the Policy or the Company are affected by a change in legislation or taxation, or any judicial decision. The Company will give the Policyholder 30 days written notice of any such alteration. The Policyholder's continued payment of premium after the Company gives such notice will constitute acceptance of the change.

(b) Premium rates are not guaranteed and may be increased or varied by the Company:

- (i) when a material change in risk occurs or
- (ii) when there is a general rate increase



affecting all policyholders reflecting the Company's actual or anticipated results in this class of business.

- (c) Any other misrepresentation of or failure to disclosure of material facts in any document signed by the Policyholder, will entitle the Company to alter, amend, cancel the Policy or exercise any other right available to it at law having regard to the true facts. A material fact is any information that could influence the Company in its assessment of the application.

#### **11. CANCELLATION**

This Policy may be cancelled at any time at the request of the Policyholder in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the pro rata premium or minimum premium. The Policy may also be cancelled by the Company by seven days' notice given in writing to the Insured Person at his/her last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

#### **12. TERMINATION**

This Policy shall terminate and the cover for all Insured Person(s) under it will cease immediately upon:

- (a) when the Policy is not renewed (whether due to the failure to make payment of the premium by the due date or otherwise); or  
(b) the cancellation of this Policy in accordance with its terms; or  
(c) the death of the Policyholder, whichever occurs earlier.

#### **13. NO TRUST**

The Company will not recognize or be affected by any notice of trust, charge or assignment relating to this Policy and the Policyholder's receipt or that of the Policyholder's legal personal representatives shall in all cases effectively discharge the Company's liability.

#### **14. LEGAL PERSONAL REPRESENTATIVES**

The terms, exceptions and conditions of this Policy also apply to the legal personal representatives of the Policyholder.

#### **15. GOVERNING LAW AND JURISDICTION**

The Policy shall be construed according to and governed by the laws of Hong Kong.

#### **16. LEGAL PROCEEDINGS**

No action in law or equity shall be brought to recover under the Policy until after the expiration of 6 (six) months from the date proof of the claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Hong Kong for the resolution of any such conflict or dispute between the parties with regard to the Policy except where the circumstances are governed by the Difference of Medical Opinion Clause of this Policy.

#### **17. ARBITRATION**

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award.

And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

**18. DIFFERENCE OF MEDICAL OPINION**

Any difference of medical opinion in connection with the results of any Injury will be settled between two Medical Practitioners appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two Medical Practitioners shall be referred to an umpire, who shall have been appointed in writing by the two Medical Practitioners at the outset and the umpire's decision shall be conclusive.

**19. FORFEITURE OF BENEFITS**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act or with the connivance of the Insured Person; or, if the claim be made and rejected and an action or suit be not commenced within twelve months after such rejection, then the Policy shall be cancelled immediately and all benefits hereunder shall be forfeited.

**20. 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 (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of the Policy.

**POLICY BENEFITS**

**SECTION 1 – BASIC PERSONAL ACCIDENT BENEFITS**

If the Insured Person sustains Injury which directly results in (a) **Accidental Death**, (b) **Total Permanent Disablement** or (c) **Partial Permanent Disablement** within twelve calendar months from the date of Accident, the Company will pay the Policyholder or the Policyholder's legal personal representative in accordance to the Injury description and Scale of Benefits below.

**Scale of Benefits**

Description of Injury		Percentage of Principal Sum Insured
<b>(a) Accidental Death</b>		100%
<b>(b) Total Permanent Disablement and (c) Partial Permanent Disablement</b>		
Loss of two limbs		100%
Loss of both hands or of all fingers and both thumbs		100%
Loss of sight of both eyes		100%
Total paralysis		100%
Injuries resulting in being permanently bedridden		100%
Any other Injury causing Total Permanent Disablement		100%
Loss of arm at shoulder		100%
Loss of arm between shoulder and elbow		100%
Loss of arm at elbow		100%
Loss of arm between elbow and wrist		100%
Loss of hand at wrist		100%
Loss of leg	at hip	100%
	between knee and hip	100%
	below knee	100%
Eye : Loss of	whole eye	100%
	all sight in one eye	100%
	sight of except perception of light	50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	both phalanges	30%
	one phalanx	15%
Loss of index finger	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
Loss of middle finger	three phalanges	8%
	two phalanges	5%
	one phalanx	3%
Loss of ring finger	three phalanges	6%
	two phalanges	5%
	one phalanx	3%
Loss of little finger	three phalanges	5%
	two phalanges	4%
	one phalanx	3%
Loss of metacarpals	first or second (additional)	4%
	third, fourth or fifth (additional)	3%
Loss of toes	all	20%
	great, both phalanges	8%
	great, one phalanx	3%

	other than great, if more than one toe lost, each	2%
Permanent loss of hearing in both ears and speech		100%
Loss of hearing	both ears	75%
	one ear	15%
Loss of speech		50%
Shortening of arm	more than 1" up to 2"	2.5%
	more than 2" up to 4"	5%
	more than 4"	12.5%
Shortening of leg	more than 1" up to 2"	5%
	more than 2" up to 4"	10%
	more than 4"	25%
Third Degree Burn (head)	8% or more	100%
	5% to 8%	75%
	2% to 5%	50%
Third Degree Burn (body)	20% or more	100%
	15% to 20%	75%
	10% to 15%	50%

Where the Injury is not specified, the Company reserves the right to adopt a percentage of disablement which, in its opinion, is not inconsistent with the provisions of the above Scale of Benefits.

Permanent total loss of use of member shall be treated as loss of member. Loss of Speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable for (a) Accidental Death, (b) Total Permanent Disablement or (c) Partial Permanent Disablement in respect of any one or more Accident(s) shall not exceed 100% of the Principal Sum Insured per each of the Insured Person during the Period of Insurance. In the event that 100% of the Principal Sum Insured having been paid to an Insured Person, the coverage for that Insured Person shall immediately cease to be in force. All other paid losses lesser than 100% shall reduce the coverage by that amount from the date of Accident until the expiry of this Policy.

#### (d) Double Indemnity

Accidental Death benefit payable will be doubled if the Insured Person suffers death resulting from an Injury whilst travelling as a fare-paying passenger on any mode of Public Transport Services.

#### (e) Medical & Surgical Expenses

The Company will indemnify the Insured Person for medical expenses incurred by the Insured Person as a result of an Accident up to the benefit limit as stated in

the Schedule. Medical expenses shall include expenses incurred for Hospital (including room and board), clinical, inpatient and outpatient medical and surgical treatments.

If at the time of claim there is any other insurance covering the same liability, the Company shall only be liable for any amount if and only so far as the amount is not recoverable under other insurance.

#### (f) Chinese Bonesetter Expenses

The policy covers the necessary and reasonable bonesetter expenses actually incurred and supported by receipts from a TCM Practitioner. The Company will indemnify the Insured Person for a maximum of one consultation per day, up to the benefit limit as stated in the Schedule.

#### (g) Mobility Aids & Home Modification

In the event that the Insured Person sustains Injury which directly results in a Permanent Disablement of 50% or more of the percentage of Principal Sum Insured based on the Scale of Benefit, the Company will indemnify the Insured Person for necessary costs incurred due to:

1. Mobility aids prescribed by a Medical Practitioner, including but not limited to wheelchair and walking aids.
2. Home modifications at the Insured Person's main place of residence for the sole purpose of coping with the Permanent Disablement. Modifications that are already ongoing or modifications that do not aid the Insured Person's mobility are not covered.

## SPECIAL PROVISIONS

### 1. NO CLAIMS PREMIUM REFUND BONUS

At the end of a period of every consecutive thirty six (36) months, a No Claim Premium Refund Bonus of 30% of the preceding thirty six (36) months premium will be refunded (without interest and any statutory tax) to the Policyholder if:

- No Claim has been paid under your policy in the preceding thirty six (36) months; and
- There is no outstanding claim pending settlement/adjustment, for an Accident, Injury or Illness that occurred in the preceding thirty six (36) months.

For the purpose of No Claims Premium Refund Bonus calculation, any Period of Insurance within one thirty six (36) months period will not be included under any other thirty six (36) months period.



## 2. PLAN DISCOUNTS

Discounts are applicable for the following plans:

- **Couple Plan**, in which a 5% discount is applicable on the total premium payable.
- **Family Plan**, in which a 5% discount is applicable on the total premium payable (excluding the premium in respect of coverage for the Child/Children).

## 3. POISONOUS FOOD OR DRINK

This Policy is extended to cover the Insured Person in respect of Injury which may be sustained through food or drink poisoning.

## 4. INSECT, SNAKE AND ANIMAL BITES

This Policy is extended to cover the Insured Person in respect of Injury which may be sustained through harmful insect, snake and animal bites excluding diseases or Illness caused by parasite, bacteria or viruses carried by insects such as mosquitoes and the like, snake or animal.

## 5. AMATEUR SPORTS

This Policy is extended to cover the Insured Person in respect of Injury which may be sustained through indoor or outdoor sport as an amateur including water sports activities (water skiing, yachting, surfing, snorkelling, underwater activities involving the use of breathing apparatus/scuba diving up to 50 metres), polo playing, bungee jumping, hunting (except big game hunting) and mountaineering (without use of ropes and guides). All amateur sports must be for leisure purposes only, and must not be an activity where the Insured Person could earn an income or remuneration.

## 6. MISCARRIAGE DUE TO ACCIDENT

This Policy is extended to cover the Insured Person in respect of Injury in the event of a miscarriage as a result of an Accident. The miscarriage must not be attributed to any natural causes and/or Illness relating to pregnancy or childbirth.

## 7. DISAPPEARANCE

If after a period of one (1) year has lapsed from the date of reported disappearance and the Company having examined all evidence available shall have no reason to suppose other than that an Accident has occurred which in all probability has resulted in the death of the Insured Person, the disappearance of the Insured Person shall be considered to constitute a claim under this Policy and the Principal Sum Insured shall be payable. However, if at any time after payment has been made the Insured Person is found to be living, any sums paid by the

Company in settlement of the claim shall be refunded to the Company.

## 8. COMA

Upon certification by a Medical Practitioner that the Insured Person has been in a coma state for at least one (1) year due to an Accident, the Company will pay the Principal Sum Insured. However, the Company has the right to recover the payment made if the Insured Person regains consciousness provided that a deduction be made of 10% of the aforesaid payment for each year the Insured Person was in a coma state.

## 9. EXPOSURE

This Policy covers death or Permanent Disablement claims caused by exposure to the elements as a result of an Accident provided that in the event of death of the Insured Person caused by exposure to the elements, the death is subject to an inquest by which it is found that the Insured Person died of exposure as a result of an Accident.

## 10. TERRORISM COVER

This Policy is extended to cover the Insured Person in respect of bodily injury, death and Permanent Disablement which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- (a) Terrorism means an act or acts, of any person, or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- (b) 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 of causing incapacitating disablement or death amongst people or animals.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## **NOTICE**

For all intents and purposes where there is a conflict or ambiguity as to the meaning in provisions of other languages of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

**THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURNED AT ONCE FOR ALTERATION.**

## 安聯意外保障

本保單的訂立乃基於已繳付在保障附表中所訂明的保費及按照保單持有人在申請書上（或保單持有人在投保本保險時）所提供的資料及由保單持有人在提交申請書時（或保單持有人在投保本保險時）至本合約簽訂時之間所作出的任何其他披露。保單持有人所提供的資料及任何其他披露將構成保單持有人和**安聯環球企業及事項保險香港分公司**（以下簡稱“本公司”）之間所訂立之合約的一部分。如保單持有人在訂立合約前就所提供的資料或任何披露作出虛假陳述，可能導致保單持有人的保險合約無效、被拒或保單持有人或受保人的索償被減少、條款更改或保單持有人的保險合約被終止。

本保單的所有索償付款會支付予保單持有人或由保單持有人另以書面指明的人士。如並無任何有關的書面指示而保單持有人意外身故，則所有在保單持有人身故時尚未支付的應計賠償將支付於合法遺產代理人。任何由保單持有人或其指明獲得付款之第三者就任何收訖賠償後簽訂的收據，均被視為本公司在這段期間最終和完全履行所有法律責任。

## 簡介

### 申請投保資格

受保人必須：

- (i) 對於成人，年齡在首個保單生效日須為十八（18）至六十五（65）歲（18 及 65 歲包括在內），或保單續保年齡最高至八十（80）歲。
- (ii) 對於子女，年齡須為三十（30）日至十八（18）歲或至二十四（24）歲並在教育學院登記的全日制學生。

本保單所提及的年齡應參照上一次生日的年齡。

### 如有任何查詢，請聯絡我們：

聯絡號碼：852 8100 2402

早上 9 時至晚上 6 時（星期一至星期五，公眾假期除外）

電郵地址：[customer@allianz.com](mailto:customer@allianz.com)

## 保單定義

**意外**指任何突發或意料之外及暴力的事件，非受保人意圖或預見，而是直接及純粹由外來因素行為所導致；惟任何蓄意的自我傷害除外。

**成人**指十八（18）歲以上而並非子女的受保人。

**子女**指未婚並由受保人供養的親生/合法領養/繼子女，其年齡須為三十（30）日至十八（18）歲或至二十四（24）歲並在教育學院登記的全日制學生。

**公司**指安聯環球企業及專項保險香港分公司。

**夫婦計劃**指在一份保單中保障最多兩名成人，而每名受保人均為另一名的伴侶。

**損失/意外日**指任何損傷及其他受保障事件在當日：

- (a) 發生；
- (b) 造成；及/或
- (c) 受保人被感染。

**傷殘**指限制受保人之行動、感官或活動的身體狀況。

**教育學院**指任何由政府運營或註冊並以受過培訓或符合資格的教師提供教育服務的學校、職業訓練學院、理工學院、院校、大學或高等教育學院。

**家庭計劃**指在一份保單中保障最多兩名成人和最多十（10）名子女，而作為成人的每名受保人均為另一名的伴侶。

**家居**指受保人在香港的慣常居所。

**家居地區**指香港。

**香港**指中華人民共和國香港特別行政區。

**醫院**指任何提供住宿、膳食及全日二十四（24）小時護理服務和醫藥治療的政府或持牌醫院/醫療中心（但不包括老人院，為長期患病、精神病患者而設的機構，或藥物濫用治療所、復康中心、療養院、休養或護理中心）。

**損傷**指在保險期內遭受在世界任何地方發生純粹由意外而非不適、疾病或逐漸身心損耗所造成的身體損傷。

**疾病**指在保險期內經任何醫生認證的任何突發及不能預料的健康惡化。

**受保人**指在保障附表中被列出姓名或被描述的人士，而本公司已書面確認其保障。

**醫生**指合資格西醫在其提供醫療服務之國家的醫療機關合法註冊及持牌，並在其獲準和培訓的範圍內執業。

**局部永久傷殘**指在賠償比率表中少於主要投保額100%百分比的永久傷殘狀況。

**伴侶**指受保人合法結婚的配偶。

**保險期**指受保人被保障的期限，並受本保單所載條款、細則和除外條款及保障附表所載由保單持有人向受保人確認的具體日期所約束。

**永久傷殘**指在第一部分之賠償比率表中說明**意外**身故之外的狀況，及有關狀況必須無望改善。

**保單持有人**指在保障附表中被描述的人士或法人團體，而本保單乃就受保人的保障而發出。

**在投保前已存在的傷病**指任何損傷、疾病、病況或徵狀：

- (a) 在本保單生效前，醫生已為此向受保人提供諮詢、診斷或用藥；或
- (b) 在本保單生效前，受保人已知悉並對此有所察覺。

**主要投保額**指根據所購買之計劃類型的身故賠償投保額，並載於保障附表內。

**公共交通工具**指任何持牌及定期以公共交通形式營運的陸上、海上或空中運輸，而任何公眾人士可作為購票乘客在認可客站乘搭。租用車輛、租借車輛、觀光巴士或任何承包服務不包括在內。

**保障附表**指發出予保單持有人的文件，其中詳述受保人的資料及本保單提供的保障。

**完全永久傷殘**指在賠償比率表中主要投保額乃 100% 百分比的永久傷殘狀況。

**中醫師**指按照其提供醫療服務之國家的適用法律及法規持牌或註冊作中醫及/或針灸（包括跌打）執業的人士。為免生疑問，如其提供醫療服務之國家的適用法律和法規並不許可或註冊作中醫及/或針灸（包括跌打）執業的人士。就本保單而言，該等人士並不符合作為中醫師的資格。

## 除外責任

本保單不會保障因以下任何情況直接或間接造成或與其有關連的身故或任何損傷或疾病：

1. 在投保前已存在的傷病；
2. 當受保人正履行以下職業活動時：
  - a. 全職陸軍、空軍、海軍、警察及民防人員（久坐辦公桌職責的活動除外）
  - b. 任何職業運動員、汽車/自行車賽車手、藝人、特技人、騎師、木工、燒焊工人
  - c. 任何空中/航海人員
  - d. 任何離岸職業（船員、潛水員、石油裝配工、漁夫）
  - e. 任何建築業工人
  - f. 任何從事維修、清潔、涉及棚架或吊船的屋頂或修理活動
3. 戰爭、侵略、外敵行動、敵對行動（不論宣戰與否）、內戰、叛亂、革命、起義、軍事或篡權行動；
4. 精神失常、自殺（不論神智正常或失常）、蓄意自我傷害或任何企圖威脅自身的行為；
5. 與愛滋病（AIDS 後天免疫缺失症候群）或愛滋病相關綜合症（ARC）或人類免疫缺乏病毒（HIV）有關的任何形式的疾病、感染或寄生蟲；

6. 分娩、流產、懷孕或任何由此引起的併發症；
7. 挑釁的謀殺或襲擊；
8. 當作出或企圖作出任何非法行為時；
9. 當參與任何職業運動時；
10. 空中活動包括跳傘及懸掛滑翔，超過五十（50）米深的水底活動，涉及使用繩索或機械用具的爬山；
11. 競賽（徒步進行的比賽除外），步速、速度或可靠性測試；
12. 由放射性、核武物料造成的電離、輻射或污染；
13. 駕駛車輛時未持有有效駕駛執照

## 條款

### 1. 認別

本保單及保障附表應被視作同一份合約一併閱讀。在本保單或保障附表的任何部分中具有特定意義的任何詞彙或字句，在整份合約中均具有該等特定意義。

### 2. 申請投保資格

受保人必須：

- (i) 對於成人，年齡在首個保單生效日須為十八（18）至六十五（65）歲（18 及 65 歲包括在內），或保單續保年齡最高至八十（80）歲。
- (ii) 對於子女，年齡須為三十（30）日至十八（18）歲或至二十四（24）歲並在教育學院登記的全日制學生。

本保單所提及的年齡應參照上一次生日的年齡。

為免生疑問，在夫婦計劃或家庭計劃中的任何受保人，如在任何保單續保日不再符合本投保資格，本保單便會終止對其承保。



### 3. 合作

作為本公司承擔責任的先決條件，受保人或其個人代表應與本公司及其醫療顧問(如適用)充分合作，並完全和忠實地披露受保人知悉或應該知悉的所有重要事實及事項，且在有需要時按要求簽立任何文件以授權本公司從任何醫生或醫院或其他來源獲取有關資料，而費用由受保人負責。

### 4. 合理預防措施及重要改變

受保人應採取一切合理預防措施或防止及儘量減少任何損傷，並即時以書面形式通知本公司可能增加在本保單下提出索償可能性的任何重要資料或情況變更。本公司就該等重要資料或情況變更有權按照其認為適當的條款和條件繼續承保或拒絕繼續承保本保單。

### 5. 海外居住

如受保人在香港以外地方居住連續超過一百八十(180)日，只有意外身故及永久傷殘賠償可獲支付。

### 6. 更改地址或詳情

保單持有人應即時通知本公司任何姓名及住址的變更。保單持有人亦應在本保單任何續保前就其已受到影響或已知悉的任何損傷、疾病、身體缺陷或衰弱通知本公司。

### 7. 索償(由保單持有人採取行動)

- (a) 任何基於本保單所承保之損傷、意外或疾病的索償，必須在事故發生起計三十(30)日內以書面形式給予本公司通知。本公司在接獲該等通知時會提供保單持有人索償表格以供其提交索償證明。
- (b) 如受保人身故，在埋葬或火葬前須給予本公司合理通知，而本公司亦可能需要出席受保人的死因醫學檢驗或調查。本公司有權和機會自費進行屍體檢驗，除非有關檢驗受法律禁止。就任何委任的死因研訊，應即時通知本公司其時間和地點。

本公司需要的所有證書、資料及證據須由受保人或其合法遺產代理人提供，並須按本公司所定的形式及性質提交。

### 8. 免費審閱期(不適用於續保保單)

不論任何原因，如保單持有人決定不繼續本保單，可在本保單生效或發予保單持有人後起計14天內(以較先者為準)，將本保單退回本公司取消。任何已繳保費及保費徵費將不附帶利息退還。在該等情況下，該保單應被視作從一開始已無效，及本公司無須為該保單承擔的任何損失、損害或責任負責。

### 9. 自動續保條文

僅此指出和同意本保單在到期日，於符合本保單之條款和條件的規定及繳付保費下，將自動續保直至收到取消通知。

### 10. 更改保單條款和條件

- a. 當本公司合理地及適當地認為或本保單或本公司受到法例或稅務變更或任何司法裁決的影響時，本公司有權在任何保險期內更改保單條款。就任何該等更改，本公司將給予保單持有人三十(30)日書面通知，保單持有人在本公司給予該等通知後仍繼續繳付保費將表示接納更改。
- b. 保費率並非保證，本公司可能增加或改變：
  - (i) 當風險發生重要變化時；或
  - (ii) 當整體比率增加反映本公司在該類業務的實際或預期成果而影響所有保單持有人時。
- c. 在保單持有人簽署之任何文件中的任何其他虛假陳述或未能披露重要事實，將令本公司有權更改、修訂、取消本保單或在據實情況下依法行使本公司可享有的任何其他權力。重要事實乃任何能影響本公司評估申請的信息。

## 11. 取消保單

在保單持有人簽署之任何文件中的任何其他虛假陳述或未能披露重要事實，將令本公司有權更改、修訂、取消本保單或在據實情況下依法行使本公司可享有的任何其他權力。重要事實乃任何能影響本公司評估申請的信息。

## 12. 終止保單

遇有以下情況，本保單即告終止，其下所有受保人的保障亦將停止：

- (a) 當本保單不再續保時（無論是因在到期日未能繳付保費或其他原因）；或
  - (b) 當本保單根據保單條款被取消時；或
  - (c) 保單持有人死亡時，
- 以較早者為準。

## 13. 禁止信託

本公司不承認有關本保單的任何信託、押記或轉讓的通知或受其影響，而保單持有人或其合法遺產代理人於接獲通知時，將在所有情況下有效解除本公司的責任。

## 14. 合法遺產代理人

本保單的條款、除外責任及細則亦適用於保單持有人的合法遺產代理人。

## 15. 管轄法律及司法管轄權

本保單受香港特別行政區法律所規管，並以此為詮釋。

## 16. 法律行動

按照本保單條件提交索償證明起計六（6）個月內，不得採取法律或公平性行動，以求取得本保單的賠償。除非情況受本保單的醫療意見分歧條文所約束，各方自行接受香港法院的專屬地點和司法管轄權，以解決雙方關於本保單的任何該等衝突或爭議。

## 17. 仲裁

若只就損失或損毀之賠償額發生爭議時，應以書面形式將之提交予一位被指派仲裁員作出裁決；

如未能經由該仲裁員作出協議，則於兩個月內由雙方以書面方式委任各一名無利益關係人士為仲裁員。

如任何一方在收到書面通知後兩個月內拒絕或未能指派另一名仲裁員，則另一方所委派之仲裁員將為唯一仲裁員。如兩位仲裁員之間有分歧，則應將爭議與進入仲裁前所書面委任之公斷人主持下審斷。

任何一方之身故並不造成撤銷或影響仲裁裁決、仲裁員或公斷人的權限或權利；若在仲裁員或公斷人身故的情況下，則由該方或仲裁員（視情況而定）或公斷人所指派之接任人繼任。相關之費用及賠償額將由仲裁員或公斷人全權作出仲裁裁決。

本保險單謹此明文規定及聲明須先獲得由仲裁員或公斷人對賠償額之裁決，方可對本保險單提出法律訴訟。

## 18. 醫療意見分歧

任何與損傷結果有關的醫療意見分歧將由爭議雙方以書面形式各自委任的兩名醫生之間解決。該兩名醫生之間的任何意見分歧應轉交由兩名醫生在一開始時以書面形式委任的仲裁人，而仲裁人的決定則為最終裁決。

## 19. 喪失賠償

如在本保單下之任何索償存在任何方面的欺詐性，或如受保人或任何代其行事的人士採取任何欺詐方法或手段以獲得本保單任何賠償；或，如損失或損害乃由受保人的蓄意行為或縱容所引至；或，如作出索償及被拒，並在該等拒絕後起計的十二個月內未有展開行動或訴訟，則本保單將即時取消及其項下所有賠償將予喪失。

## 20. 根據【合約{第三者權利}條例】所排除的權利

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。

## 保單保障

### 第一部分 - 基本個人意外保障

如受保人承受損傷並在意外日起十二個公曆月內直接導致 (a) 意外身故, (b) 完全永久傷殘或 (c) 局部永久傷殘, 本公司將根據以下的損傷說明及賠償比率表向保單持有人或其合法遺產代理人支付賠償。

#### 賠償比率表

損傷說明	主要投保額百分比	
<b>(a) 意外身故</b>	100%	
<b>(b) 完全永久傷殘及 (c) 局部永久傷殘</b>		
喪失兩肢	100%	
喪失雙手或所有手指及兩隻拇指	100%	
喪失雙眼視力	100%	
完全癱瘓	100%	
導致永久臥床的損傷	100%	
造成完全永久傷殘的任何其他損傷	100%	
在肩膀位置喪失手臂	100%	
在肩膀與手肘之間喪失手臂	100%	
在手肘位置喪失手臂	100%	
在手肘與手腕之間喪失手臂	100%	
在手腕位置喪失手	100%	
喪失腿	在臀部	100%
	在膝蓋與臀部之間	100%
	在膝蓋以下	100%
眼睛: 喪失	整隻眼睛	100%
	一眼的所有視力	100%
	視力除了對光線的感覺	50%
喪失四隻手指及一手的拇指	50%	
喪失四隻手指	40%	
喪失拇指	兩節指骨	30%
	一節指骨	15%
喪失食指	三節指骨	15%
	兩節指骨	10%
	一節指骨	5%
喪失中指	三節指骨	8%
	兩節指骨	5%

喪失無名指	一節指骨	3%
	三節指骨	6%
	兩節指骨	5%
喪失尾指	一節指骨	3%
	三節指骨	5%
	兩節指骨	4%
喪失掌骨	第一或第二 (額外)	4%
	第三、第四或第五 (額外)	3%
喪失腳趾	所有	20%
	大腳趾, 兩節趾骨	8%
	大腳趾, 一節趾骨	3%
	除大腳趾外, 如喪失超過一隻腳趾, 每隻	2%
永久喪失雙耳聽力及說話能力		100%
喪失聽力	雙耳	75%
	一耳	15%
喪失說話能力		50%
手臂縮短	超過 1 吋至 2 吋	2.5%
	超過 2 吋至 4 吋	5%
	超過 4 吋	12.5%
腿部縮短	超過 1 吋至 2 吋	5%
	超過 2 吋至 4 吋	10%
	超過 4 吋	25%
第三級燒傷 (頭部)	8%或以上	100%
	5%至 8%	75%
	2%至 5%	50%
第三級燒傷 (身體)	20%或以上	100%
	15%至 20%	75%
	10%至 15%	50%

如損傷未有訂明, 本公司保留權利採用與上述賠償比率表之條文並無不一致的傷殘百分比。

永久完全喪失某一身體部份的功能, 須被視為已喪失該身體部份。喪失說話能力應指完全永久無法以言語溝通。

在保險期內, 有關任何一次或多次意外對於 (a) 意外身故, (b) 完全永久傷殘或 (c) 局部永久傷殘

之所有應付百分比總計不得超過每名受保人主要投保額的 100%。如總共 100% 的主要投保額已在保險期內支付，在有關情況下該名受保人的保障將即時停止生效。所有其他少於 100% 的已付賠償在意外日起將以相應數額減少保障，直至本保單期滿為止。

#### (d) 雙倍賠償

如受保人作為購票乘客在乘坐任何模式的公共交通工具時遭受意外而導致身故，應付身故賠償將會增加一倍。

#### (e) 醫療及手術費用

對於受保人因意外引致的醫療費用，本公司將賠償予受保人最高至保單附表所述的賠償限額。醫療費用包括在醫院（包括房租及住宿和膳食包含在內）、診所、住院及門診醫藥及手術治療的費用。

如在索償時有任何其他保險承擔相同的責任，則本公司只賠償剩餘未能獲得其他保險賠償的數額。

#### (f) 跌打費用

本保單保障實際引致及獲中醫師收據證明的必須和合理的跌打費用，本公司將賠償予受保人每日最多一次診治，最高至保障附表所述的賠償限額。

#### (g) 復康助行用品及家居改裝

如受保人基於賠償比率表承受直接導致等於主要投保額 50% 或更高百分比之永久傷殘的損傷，本公司將賠償予受保人因以下引致的必須開支：

1. 由醫生處方的復康助行用品，包括但不限於輪椅及步行輔助工具。
2. 在受保人主要居住住所純粹為配合永久傷殘需要的家居改裝。已進行中的改裝和無助於受保人復康助行的改裝並不受保障。

### 特別條款

#### 1. 無索償退還保費獎賞

在每三十六（36）個月的期間屆滿時，先前三十六（36）個月保費的 30% 將作為無索償退還保費獎賞退還予保單持有人（不附帶利息和任何法定稅），如：

- 在先前三十六（36）個月本保單並無支付索償；及
- 在先前三十六（36）個月並無因發生意外、損傷或疾病所導致的未結索償尚待解決/調整。

為計算無索償退還保費獎賞，已包括在一個三十六（36）個月期間內的任何保險期，將不會再包括在任何其他三十六（36）個月的期間作計算之用。

#### 2. 計劃折扣

折扣優惠適用於以下計劃：

- **夫婦計劃**，其中 5% 的折扣優惠適用於應付保費總額。
- **家庭計劃**，其中 5% 的折扣優惠適用於應付保費總額（但不包括關於子女保障的保費）。

#### 3. 有毒食物或飲料

本保單伸延保障至受保人承受因食物或飲料中毒涉及的損傷。

#### 4. 昆蟲、蛇及動物之叮咬

本保單伸延保障至受保人承受因有害昆蟲、蛇及動物叮咬涉及的損傷。但不包括因昆蟲例如蚊子之類、蛇或動物帶有之寄生蟲、細菌或病毒造成的病症或疾病。

#### 5. 業餘運動

本保單伸延保障至受保人作為業餘愛好者承受因室內或室外運動涉及的損傷，其中包括水上體育活動（滑水、帆船、衝浪、浮潛、涉及使用呼吸器具/水肺潛水達五十（50）米的水底活動）、馬球遊戲、高空吊索跳、狩獵（大型狩獵除外）及登山（無需使用繩索和嚮導）。所有業餘運動必須僅為休閒性質，而非受保人能賺取收入或報酬的活動。

#### 6. 因意外導致的流產

本保單伸延保障至受保人因意外導致流產而涉及的損傷，流產不得歸因於與懷孕或分娩有關的任何自然原因及/或疾病。



## 7. 失蹤

如從報告失蹤日起計已經過了一（1）年時間，及本公司已調查所有現有的證據，且並無理由假定意外事故導致受保人身故之所有可能性以外的原因，則受保人之失蹤應被視為構成本保單下的索償，主要投保額應予支付。然而，在支付賠款後的任何時間如受保人被發現仍然生存，本公司為索償而支付的任何款項則須退還本公司。

## 8. 昏迷

在經醫生認證受保人因意外處於昏迷狀態至少一（1）年，本公司將支付主要投保額作賠償。然而，如受保人一旦恢復意識，本公司有權收回所作賠付，前提乃在受保人處於昏迷狀態時每年作出上述付款 10%的扣減。

## 9. 暴露

本保單保障因意外而暴露於環境元素造成的身故或永久傷殘索償，在受保人因暴露於環境元素造成身故的情況下，需被死因聆訊確認死於意外導致的暴露。

## 10. 恐怖主義

本保單伸延保障至受保人承受因恐怖主義涉及的身體損傷、身故及永久傷殘，前提乃當該等恐怖主義行為及/或行動涉及使用大規模毀滅性核、化學或生物武器時，不管其如何可散佈或組合，則毋需負上責任。

就本條文而言：

- (a) 恐怖主義指任何人士或群體的行為或活動，為達到政治、宗教、意識形態或類似目的，企圖影響任何政府及/或引致公眾或部分公眾感到惶恐。恐怖主義包括但不限於實際使用武力或暴力及/或威脅其使用。此外，恐怖主義肇事者可以單獨行事，或代表或聯同任何組織或政府。
- (b) 使用大規模毀滅性核武器指使用任何爆炸性核武器或裝置，或發射，排放，擴散，釋放或漏出裂變材料以放出能造成人或動物喪失能力之傷殘或身故的輻射水平。



## 制裁限制及不承保條文

任何再保險/保險公司不應被視為提供保障及再保險/保險公司不會承擔任何賠償或提供任何利益，如提供該等保障、支付該等索償或提供該等利益可能使再保險/保險公司受到聯合國決議的任何制裁、禁令或限制，或違反歐盟、美國的貿易或經濟制裁、法律或法規、及/或任何其他適用國家的經濟或貿易制裁法律或法規。

## 注意事項

就所有含義和目的而言，當合約任何部分的意思在所提供之其他語言中存在矛盾和含糊的地方，僅此同意以合約的英文版本為準。

**本保單及其條款應予查核，如有不正確地方，請立即交回本公司修改。**