



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

Personal Accident Insurance

Terms and Conditions

條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.

請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

TERMS AND CONDITIONS FOR PERSONAL ACCIDENT INSURANCE

PLEASE RETAIN THIS POLICY DOCUMENT AND ALL ENDORSEMENTS AND ATTACHMENTS HERETO AS EXTENSIONS OF COVER GRANTED BY THE COMPANY WILL BE EFFECTED BY ENDORSEMENT ONLY WITHOUT ISSUANCE OF A NEW POLICY DOCUMENT.

The Proposal made to the Company by the Insured Person as named in the Schedule (herein called the Insured) in connection with this insurance together with any declaration required of the Insured Person shall be the basis of and shall form part of this contract.

In consideration of the payment of premium and subject to the definitions, limitations and general provisions contained herein, endorsed hereon or attached hereto, the Company hereby insures the person(s) named in the Schedule as the Insured Person(s) [herein called the Insured Person(s)] and promises to pay indemnity for loss resulting from injury to the extent herein provided.

DEFINITIONS

1. **"Accident"** means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
2. **"Accidental Medical Expenses"** shall mean the actual medical expenses paid by an Insured Person to a Physician, Surgeon, nurse, hospital and/or ambulance service for medical treatment within 52 weeks from the date of the Accident resulting in the Injury concerned. Such expenses shall exclude the cost of dental treatment unless such treatment is occasioned by the Injury and is medically necessary for the treatment of one's sound and natural teeth. Provided that in the event of an Insured Person becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for such amount in excess of the amount recoverable from such other source.
3. **"Age"** shall mean the age last birthday of the Insured Person on the commencement date of the Period of Insurance.
4. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
5. **"Fractured Leg or Patella With Established Non-Union"** It is a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.
6. **"Injury"** means bodily injury which is sustained by the Insured Person during the period of this Policy and is caused by an Accident, solely and independently of any other cause, where death or disablement of the Insured Person results within 12 calendar months from the date of such Accident.
7. **"Loss of Fingers or Toes"** means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
8. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears and a person suffers Loss of Hearing if $1/6$ of $(a+b+c+d)$ is above 80dB, where:

- a - hearing loss at 500 Hertz
- b - hearing loss at 1,000 Hertz
- c - hearing loss at 2,000 Hertz
- d - hearing loss at 4,000 Hertz

and a, b, c & d are all in terms of dB.

9. **"Loss of Limb"** means loss by physical severance of a hand at or above the wrist or a foot at or above the ankle.
10. **"Loss of Sight of Eye"** means the entire, permanent and irrecoverable loss of sight.
11. **"Loss of Speech"** shall mean the disability in articulating any three of the four sound which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
12. **"Loss of Use"** means permanent and total functional disablement.
13. **"Permanent Total Disablement"** means any disablement resulting from an Injury which, within 12 months of the date of the causative Accident, directly and independent of any other cause, prevents the Insured Person from engaging in each and every occupation or employment for remuneration or profit for which he is reasonably qualified by reason of his/her education, training or experience, such disablement shall last for a minimum of 52 consecutive weeks and permanently prevents the Insured Person from undertaking any gainful occupation or employment thereafter.
14. **"Physician"** or **"Surgeon"** shall mean only a person qualified by a degree in Western Medicine and duly licensed or legally authorised by the Government with jurisdiction in the geographical area of his/her practice to render medical or surgical service, but excluding a Physician or Surgeon who is the Insured Person or an immediate family member of the Insured Person.

CONDITIONS

1. **Condition Precedent To Liability** – The due observance and fulfillment of the terms and conditions of and endorsements to this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. **Notice** – All notices required to be given by the Insured Person to the Company must be in writing addressed to the Company and no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialed by a representative of the Company.
3. **Exposure and Disappearance** – Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or vessel on which the Insured Person is travelling under circumstances as would be covered hereunder shall be deemed accidental bodily injury for the purpose of this insurance.

If the body of the Insured Person has not been found within 1 year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea on which the Insured Person was traveling under circumstances as would be covered

hereunder, it will be presumed that the Insured Person has suffered loss resulting from bodily injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking.

4. **Change In Risk** – The Insured shall give immediate notice to the Company of any change of address or any injury, physical defect or infirmity by which the Insured Person has become affected and shall also give immediate notice of any other insurance effected by or on behalf of the Insured Person against Accident or incapacity.
5. **Misrepresentation/Fraud** – If the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any or these cases this Policy shall be void.
6. **Claims Procedure** – Upon the happening of any Accident likely to give rise to a claim under this Policy the Insured Person shall within 14 days after the happening of the Accident give notice to the Company with full particulars of the Accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured Person, (or his/her representatives) shall at his/her own expenses furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall wherever reasonably required by the Company to do so submit to a medical examination. In event of the death of the Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall so far as is practicable be given to the Company before interment, or cremation stating the time and place of any inquest appointed.

7. **Renewal** – This insurance may be renewed from year to year by mutual agreement between the Insured and the Company but in any case shall terminate at the end of the period of insurance during which the Insured Person attains the Age Limit stated in Condition 11 below. Thereafter the Company may accept further renewal of this Policy at its own option.
8. **Cancellation** – The Company may cancel this Policy by sending 7 days' notice by registered letter to the Insured at his/her last known address provided that the Company shall in that event return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may also be cancelled at any time by the Insured on 7 days' notice to the Company and provided no claim has arisen during the current period of insurance, the Insured shall be entitled to the difference (if any) between premium paid and the premium calculated at the Company's Short Period Rates of the time during the current period of insurance the policy has been in force.
9. **Arbitration** – Any dispute or difference arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance Cap.341, Laws of Hong Kong as amended from time to time. If the parties shall fail to

agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. In relation to all matters referred to arbitration by this provision, the right of appeal under Section 23 and the right to make an application under Section 23A of the Arbitration Ordinance are hereby excluded.

10. **Expiry of Liability** – The Company shall not be liable for any claim arising from an Accident which is not notified to it in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim arising from an Accident after 12 months following the date of such Accident unless the claim is in arbitration.
11. **Age Limits** – No persons under the Age of 18 or over 65 years shall be insured under this Policy unless specifically accepted by the Company and renewals of this Policy for persons over the age of 65 shall be wholly at the discretion of the Company provided always that all coverage shall cease at the expiry date following the Insured Person's 70th birthday if this Policy is not previously discharged or terminated.
12. **Sanction Limitation and Exclusion Clause** - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

(a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured Person or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured Person and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

(b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not 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 the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws

or regulations.

5. diving to a sea-depth of more than 30 meters

EXCLUSIONS

No benefit is payable under this Policy in respect of:

1. Injury sustained whilst the Insured Person is engaging in any of the Excluded Activities described herein below;
2. Injury arising from or contributed to by
 - a) intentional self injury or suicide
 - b) the taking of any drug unless taken in accordance with the directions and prescription of a Physician
 - c) pregnancy or childbirth
 - d) intoxication;
3. any consequence of war, (whether war be declared or not), invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution or military or usurped power;
4. Injury arising from or contributed to by any physical or mental defect or infirmity suffered by the Insured Person and of which the Insured Person was aware at the date he/she was enrolled in the coverage of this Policy unless such physical or mental defect or infirmity has been declared to the Company and accepted in writing by the Company;
5. radioactive contamination, whether arising directly or indirectly;
6. airlines personnel, air crews or ship crews;
7. service in the armed forces of any country;
8. involvement in any criminal activities other than as a proved victim or a bystander.

EXCLUDED ACTIVITIES

This Policy does not cover any loss arising from a direct or indirect consequence of:

1. accident whilst an Insured Person is engaging in any sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.
2. flying or other aerial activity other than flying in a multi-engine aircraft operated by the recognised airline or charter operator as a passenger but not
 - a) airline personnel or aircrew
 - b) for the purpose of any trade or technical operation in or on the aircraft
3. climbing or mountaineering necessitating the use of ropes or guides, hang gliding and parachuting.
4. racing other than
 - a) on foot
 - b) swimming
 - c) yacht racing within territorial waters

OPTIONAL BENEFITS

(Only applicable if stipulated in the Schedule)

1. **Double Indemnity (Death Only)** – The amount payable for Accidental Death benefit shall be doubled for loss sustained while the Insured Person(s) is (are) riding as a fare paying passenger(s) on board a public conveyance licensed to carry passengers.
2. **Daily Hospital Income Benefit** – In event of the Insured Person being confined in hospital for treatment for bodily injury for which compensation is payable under this Policy, a daily benefit as stated in the Policy Schedule is payable for such period of confinement subject to a maximum period payable not exceeding the aggregate benefit period as stated in the Policy Schedule.
3. **Accidental Medical Expenses** – Provides reimbursement of the fees incurred for medical or surgical treatment for bodily injury of the Insured Person in respect of any one accident. The aggregate of all such eligible expenses shall not exceed the Sum Insured for Accidental Medical Expenses stated in the Policy Schedule.
4. **Chinese Bonesetter/Acupuncturist Treatment Expenses**
– This Policy cover the Chinese Bonesetter/Acupuncturist Treatment Expenses necessarily and reasonably incurred for bodily injury of the Insured Person in respect of any one accident and supported by receipts from a licensed or registered Chinese Bonesetter/Acupuncturist.

SHORT PERIOD RATES

Insurance Period not exceeding:

1 month	- 20% of annual premium
2 months	- 30% of annual premium
3 months	- 40% of annual premium
4 months	- 50% of annual premium
5 months	- 60% of annual premium
6 months	- 70% of annual premium
7 months	- 80% of annual premium
8 months	- 90% of annual premium
over 8 months	- Full annual premium

SCHEDULE OF BENEFITS

Benefits as percentage of the Sum Insured per Insured Person:

<i>Insured Events</i>	<i>Percentage of Sum Insured</i>
1) Accidental Death	100%
2) Permanent Total Disablement	100%
3) Permanent and incurable Paralysis of all Limbs	100%
4) Permanent Total Loss of Sight of both Eyes	100%
5) Permanent Total Loss of Sight of one Eye	50%
6) Loss of or Permanent Total Loss of use of two Limbs	100%
7) Loss of or Permanent Total Loss of use of one Limb	50%
8) Permanent Total Loss of Speech and Hearing	100%
9) Permanent Total Loss of Hearing in	
a) both ears	75%
b) one ear	15%
10) Permanent Total Loss of Speech	50%
11) Permanent Total Loss of the Lens of one Eye	30%
12) Removal of the Lower Jaw by surgical operation	30%
13) Loss of or Permanent Total Loss of use of Thumb and four Fingers of	
a) right hand	70%
b) left hand	50%
14) Loss of or Permanent Total Loss of use of four Fingers of	
a) right hand	40%
b) left hand	30%
15) Loss of or Permanent Total Loss of use of one Thumb	
a) both right joints	30%
b) one right joint	15%
c) both left joints	20%
d) one left joint	10%
16) Loss of or Permanent Total Loss of use of Fingers	
a) three right joints	10%
b) two right joints	7.5%
c) one right joint	5%
d) three left joints	7.5%
e) two left joints	5%
f) one left joint	2%
<i>(Left hand users can have the coverage percentage left and right hand reversed.)</i>	
17) Loss of or Permanent Total Loss of use of Toes	
a) all – one foot	15%
b) great – both joints	5%
c) great – one joint	3%
d) other – toe	2%
18) Fractured Leg or Patella with established non-union	10%
19) Shortening of leg by at least 5 cm	7.5%

The aggregate total of all percentages payable for Accidental Death and Permanent Total Disablement in respect of any one accident shall not exceed 100% and the eligible benefits payable for Daily Hospital Income, Accidental Medical Expenses and Chinese Bonesetter/Acupuncturist treatment Expenses shall not exceed the limit of benefits stated in this Policy.

The total amount payable in respect of any one injury shall not exceed the Sum Insured per Insured Person.

No alteration to this Policy will be held valid unless the same is signed or initialed by an authorised Officer of the Company.

