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WORRY FREE ACCIDENT INSURANCE 隨意保意外保障

The Insured Person having applied for the insurance expressed herein and completed an application with the declaration which shall be the basis of this Policy and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance. Prudential General Insurance Hong Kong Limited ("the Company") will be subject to the terms conditions and exceptions contained herein or endorsed hereon indemnify or pay the compensation to the Insured Person in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided always that the due observance and fulfilment of all the terms conditions and exceptions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

Section I - Accidental Death and Permanent Disablement

The Company will pay to the Insured Person or legal personal representative of the Insured Person the benefit shown in the Scale of Benefits if the Insured Person suffers death or permanent disablement which is solely and directly caused by a Bodily Injury arising out of an Accident occurred during the Period of Insurance. Benefits are only payable where the death occurs or the permanent disablement commences within twelve calendar months of the Accident.

Scale of Benefits

In the event of an Accident causing	% of the Sum Insured as stated in the Schedule
A. Death	100%
B. Permanent Disablement	
1. Total Permanent Disablement	100%
2. Total and permanent Loss of Limb(s)	100%
3. Total and permanent Loss of Sight	100%
4. Total and permanent loss of speech and hearing of both ears	100%
5. Permanent and incurable insanity	100%
C. Third Degree Burn of 9% or more of the total body surface	30%

PROVIDED THAT

Either death or permanent disablement benefit is payable under this Section. The maximum benefit payable under permanent disablement benefit in respect of any one Accident or any one Period of Insurance is 100% of the Sum Insured stated in the Certificate of Insurance.

If the Insured Person is proven to have been disappeared as a result of the sinking or wrecking of aircraft vessel or other Public Common Carrier during the Period of Insurance and has not been found with reasonable endeavours within one year after the date of the disappearance, it will be presumed that the Insured Person suffered death caused by an Accident under Section I - Accidental Death and Permanent Disablement.

Section II – Accidental Hospital Cash

(Applicable only if the benefit is shown as being operative in the Certificate of Insurance)

The Company will pay to the Insured Person the benefit as shown in the Certificate of Insurance if the Insured Person is kept in Hospital Confinement for more than 2 consecutive days that is solely and directly occasioned by Bodily Injury arising out of an Accident occurred during the Period of Insurance.

Hospital Cash Benefits payable in respect of each Accident will be payable from the 3rd day of Hospital Confinement. The maximum liability of this Section will be 30 days per Policy and shall be paid in one lump sum on the discharge of Hospital Confinement.

Section III- Public Holidays Protection Upgrade

The benefit payable by the Company under Section I for Accidental Death and Permanent Disablement will be doubled in the event that the Accident occurred on a Hong Kong Public Holiday gazetted by the Hong Kong Government.

EXCEPTIONS

Exceptions to Section I - Accidental Death and Permanent Disablement

The Company will not be liable in respect of Total Permanent Disablement except on proof provide to the Company's satisfaction that the disablement has continued for twelve calendar months from the date of Accident and in all probability will continue for the remainder of the Insured Person's life.

Exceptions to Section II – Accidental Hospital Cash

The Company will not pay any benefit:

- I. For the first 2 days of each Hospital Confinement.
- II. If the Insured Person's Hospital Confinement is for treatment directly or indirectly arising from any geriatric psychogeriatric psychological or psychiatric condition of all kinds including but not confined to treatment for psychoses neuroses depression anxiety anorexia nervosa schizophrenia behavioral disorders Alzheimer's disease etc.

GENERAL EXCEPTIONS

The Company shall not be liable for and shall not pay any claims incurred directly or indirectly in respect of any of the following:

- I. Participation in any criminal offences illegal or unlawful act willful exposure to danger (other than an attempt to save human life) suicide attempted suicide self-inflicted injuries or mental disorder of any kind.
- II. The effect or influence of alcohol or drugs not prescribed by a Registered Medical Practitioner.
- III. Pregnancy or childbirth and all complications thereof.
- IV. Engaging in sports or games in a professional capacity or on a competitive basis or participating in hazardous activities including but not limit to professional association football or racing other than on foot.
- V. Engaging in motor rallies and competitions (other than karting taken as a leisure activity) aviation (other than as a fare-paying passenger in an aircraft which is duly licensed by relevant authorities for the transportation of passengers) parkour slalom racing diving to a depth greater than 45 metres below sea level free diving deep cave diving gliding or soaring via glider or sailplane jet pack or similar activities (either propelled by escaping gas or liquid water) and any other hazardous activities or pursuits or similar activities of the aforesaid.

- VI. Death disablement cost or expense 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:
- (i) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny riot civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power martial law; or
 - (ii) nuclear weapons material; or
 - (iii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission.
- This Exception also excludes death disablement cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (i) and/ or (ii) and/ or (iii) above.
- If the Company alleges that by reason of this Exception any death disablement cost or expense is not covered by this Policy the burden of proving the contrary shall rest upon the Insured Person or the legal personal representative of the Insured Person.
- In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- VII. Regular or temporary military or police duties.
- VIII. Using any power-driven woodworking machinery except portable tools applied by hand unless prior written consent of the Company has been obtained.
- IX. Pre-existing physical or mental injury defect or infirmity.
- X. Any kind of disease or sickness which is not directly resulting from a Bodily Injury arising out of an Accident.
- XI. Any Bodily Injury which is a consequence of any kind of disease and sickness.
- XII. Any Bodily Injury due to a gradually operating cause.
- XIII. Hospitalisation for dental care and surgery unless necessitated by Bodily Injury arising out of Accident to natural tooth.
- XIV. Any accidents whilst Insured Person engaging in or carrying out any of the types of work or occupation (whether on a temporary or permanent basis) listed below:
- (i) Aircrew or ship crew
 - (ii) Armed collector
 - (iii) Bodyguard
 - (iv) Construction site worker or manual worker in a construction site
 - (v) Debt collector (other than directly employed by bank)
 - (vi) Driver of public light bus or heavy vehicle
 - (vii) Installing or maintaining lift
 - (viii) Jockey

- (ix) Manufacturing, producing or working with ammunitions, explosives, flammable or fireworks
- (x) Massagist
- (xi) Non-fixed store hawker
- (xii) Professional sportsman or professional diver
- (xiii) Reporter
- (xiv) Stevedore
- (xv) Working at building facade
- (xvi) Working at height of 30 feet or higher from ground or floor level
- (xvii) Working in entertainment business
- (xviii) Working in gambling establishments including casino or mahjong centre (Excluding counter staff and clerical staff of Hong Kong Jockey Club)
- (xix) Working in nightclub, disco, karaoke club or bar
- (xx) Working in underground

XV. Notwithstanding any provision to the contrary, this Policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- any declaration, categorisation, characterisation, reference to or in any other way communication as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the Company 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 sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

DEFINITIONS

“A Third Degree Burn”

Shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

“Accident”

Shall mean an event occurring entirely beyond one’s control and caused by accidental, violent, external and visible means.

“Bodily Injury(ies)”

Shall mean any unforeseen bodily injury or injuries caused solely and directly by violent accidental external and visible means which occurs during the Period of Insurance.

“Burn”

Shall mean tissue damage caused by the agent as heat only.

“Certificate of Insurance”

Shall mean the policy certificate which is attached to and which forms an integral part of this Policy.

“Close Relative(s)”

Shall mean the Insured Person’s married spouse parent parent-in-law grandparent son or daughter brother or sister grandchild and legal guardian.

“Hong Kong”

Shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hospital”

Shall mean an establishment recognized constituted and registered as a hospital or under the laws of the territory in which that establishment is situated as a hospital for providing care and treatment to injured persons as paying bed patients and which (i) has the facilities for diagnosis and major surgery (ii) provides 24 hours a day nursing services by qualified nurses (iii) is under the regular care and attendance of Registered Medical Practitioners and (iv) is not primarily health hydro nature cure clinic convalescent home rest home home for the aged or similar establishments.

“Hospital Confinement”

Shall mean the Insured Person is registered as an in-patient in a Hospital for a medical treatment for Bodily Injury upon the recommendation of a Registered Medical Practitioner and continuously stays in the Hospital prior to his/ her discharge from the Hospital. Hospital Confinement will be evidenced by a daily room and board charge by the hospital.

“Insured Person”

Shall mean the person who applied for this Policy and to whom benefits shall be provided to under this Policy and named in the Certificate of Insurance as Insured Person.

“Period of Insurance”

Shall mean the period of insurance as stated in the Certificate of Insurance commencing at 00:00 hours and ending at 23:59 during the Period of Insurance.

“Public Common Carrier”

Shall mean any bus coach underground train tram taxi ship ferry hovercraft hydrofoil or other means of conveyance which is operated and provided by a common carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter operated and provided by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports any regularly scheduled airport limousine operating on fixed routes and schedules, and any other common carrier duly licensed for the regular transportation of fare-paying passengers which operates on fixed routes and schedule including Student Service Vehicle.

“Public Holidays”

Shall mean the general holidays gazetted by the Hong Kong Government.

“Registered Medical Practitioner”

Shall mean a medical practitioner (other than the Insured Person himself/ herself Close Relative business partner employer or employee and insurance intermediaries of the Insured Person unless prior approval from the Company has been obtained in writing) registered or otherwise licensed as such under the laws of the territory in which treatment is received to render medical and surgical services who has qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance of Hong Kong.

“School”

Shall mean an educational institution providing nursery kindergarten primary or secondary education college or university education registered and accredited under the laws of locality. Any other educational institution such as tutoring centre training centres interest class centres and other similar kind of associations are not classified as School.

“Student Service Vehicle”

Shall mean transportation with relevant licenses traveling to and from the School appointed and/ or accredited by such School and registered and accredited under the laws of the locality to provide transportation service to the registered student of the School.

“Sum Insured”

Shall mean the sum insured stated in the Certificate of Insurance subject to the terms and conditions of this Policy.

“Total Permanent Disablement”

Shall mean absolute total disablement for continuous twelve calendar months and at the end of that time being beyond hope of improvement. The relevant disablement must be certified by a Registered Medical Practitioner supported by medical reports and full diagnosis.

“The Company”

Shall mean Prudential General Insurance Hong Kong Limited.

GENERAL CONDITIONS

I. Interpretation

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

II. Observance

The due observance and fulfilment of all the terms and conditions of this Policy and the Certificate of Insurance by the Insured Person and anyone acting on his/ her behalf insofar as they relate to anything to be done or complied with by the Insured Person and anyone acting on his/her behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.

III. Age Limit & Renewal

This Policy is only offered to Insured Persons between the age of 18 and 70 years. No renewal is offered for all plans.

IV. Assignment

This Policy is not assignable and payment of any benefit under this Policy shall only be made to the Insured Person or the legal personal representative of the Insured Person whose receipt shall be a full and absolute discharge of the liability and responsibility of the Company.

V. Claim Procedures

A prescribed claim form must be given to the Company in respect of any death or Bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the death and/ or Bodily Injury together with the following supporting documents within 7 days in the case of death or within 30 days of the occurrence of the Accident in the case of non-fatal Bodily Injury.

(i) Claims for Death

Death certificate letter of administration estate duty clearance letter and post-mortem report.

(ii) Claims for Permanent Disablement

Medical certificate issued by a Registered Medical Practitioner certifying the diagnosis and the degree or the severity of disability and the cause of Bodily Injury.

(iii) Claims for Hospital Cash

Original medical expenses receipts and medical certificate with diagnosis issued by a Registered Medical Practitioner certifying the days of Hospital Confinement.

The Insured Person shall furnish all such reports certificates and information in addition to the above as may be reasonably required by the Company for the purpose of ascertaining Policy liability.

All reports certificates and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe.

The Insured Person shall from time to time submit himself/ herself to medical examination at the expense of the Company as may reasonably be required in connection with any claim.

In case of death where any reasonable doubt exists as to the cause thereof a Registered Medical Practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

VI. Company's Right

The Company shall have the right to alter the table of premium and the terms and conditions of this Policy from time to time without notice.

VII. Termination of Policy

(i) The Policy shall terminate at the expiry of the Period of Insurance as stated in the Certificate of Insurance.

(ii) In all circumstances where the Insured Person wishes to cancel the Policy during the Period of Insurance, no refund of premium is allowed once the Policy has been issued.

(iii) The Company may terminate this Policy by sending 7 days' notice in writing by a registered letter to the Insured at his last known address and in such event the Insured shall be entitled to the return of a proportionate part of the paid premium and levy corresponding to the unexpired portion of the Period of Insurance.

VIII. Jurisdiction

The Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong courts.

IX. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

X. Third Party Right

A 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.

XI. Prevailing Provision

The terms and conditions of this Policy are set out in both English and Chinese. In the event that conflicts or inconsistency arise between the English and Chinese versions the English version shall prevail.

受保人已就申請本文所述的保險，填報申請摘要及作出聲明，此等會構成本合約基礎及被視為本合約的一部分，受保人亦已支付或同意支付保費，作為受保的代價。在這前提下，保誠財險有限公司（以下簡稱「本公司」）將依據本文所載或本文所附加的條款、條件及不保事項的限制，就保險期內發生下文所述的任何或所有緊急情況，向受保人賠償或支付賠償金額，惟受保人須要遵守及履行本文所載或所附加的所有條款、條件及不保事項，將成為本公司承擔本保單任何責任的先決條件。

保障範圍

項目一 - 意外死亡及永久性傷殘

倘若於保險期內，受保人純粹因意外直接導致身體損傷而死亡或永久性傷殘，則本公司將會根據保障賠償表向受保人或受保人的合法個人代表支付賠償金額。保障只會在意外發生後起12個曆月內引致死亡或永久性傷殘時始作賠償。

保障賠償表

因意外而引致之	承保表所示投保額之百分率
A. 死亡	100%
B. 永久性傷殘	
1. 完全永久傷殘	100%
2. 完全及永久喪失肢體	100%
3. 完全及永久喪失視力	100%
4. 完全及永久喪失語言能力及聽覺	100%
5. 永久及無法治療的精神錯亂	100%
C. 身體總表面積有 9% 或以上達第三級燒傷	30%

惟本項目只會因死亡或永久性傷殘時才作出賠償。任何個別意外或任何一個保險期間內所發生的永久性傷殘最高賠償額為保險憑證中所示投保額的 100%。

如受保人於保險期間因墜機、沉船或因其他公共交通工具墜毀或沉沒而被證實失蹤，並於失蹤後一年內經合理的努力下仍未能尋回，受保人將按項目一 - 意外死亡及永久性傷殘保障被視作意外死亡。

項目二 - 意外住院現金

（只適用於如保險憑證列明有關保障生效）

倘若於保險期內，受保人純粹因意外直接導致身體損傷，而住院接受治療超過連續 2 天，本公司將會根據保險憑證，就受保人住院賠償住院現金保障予受保人。

就每一宗意外的住院現金保障之賠償將由住院第 3 天起支付，每份保單由意外發生日起計最長不超過 30 日，並於出院後以一筆過形式支付。

項目三 - 香港公眾假期雙倍利益賠償

若受保人在香港政府刊憲的香港公眾假期日發生意外，本公司將就項目一 - 意外死亡及永久性傷殘之保障支付雙倍之賠償額。

不保項目

項目一 - 意外死亡及永久性傷殘保障的不保項目

本公司不負責賠償完全永久傷殘，除非本公司獲得滿意的證明，顯示由意外日期起計該傷殘已持續 12 個月，而在任何情況下，受保人的傷殘將會終生持續。

項目二 - 意外住院現金保障的不保項目

- I. 本公司將不會就每次住院首 2 天作出任何賠償。
- II. 如受保人因任何老年、老年精神、心理、或精神狀況有直接或間接關係的住院治療，包括但不限於精神病、神經官能病、抑鬱、焦慮、神經性厭食症、精神分裂症、行為錯亂、亞爾茲默氏病等的治療。

一般不保項目

本公司不會就以下直接或間接引起的任何索償負上責任或提供賠償：

- I. 參與任何刑事罪行、非法活動、故意暴露於危險中（拯救人命除外）、自殺、意圖自殺、蓄意自殘或任何神智不清。
- II. 由於酒精或因使用非由註冊醫生所處方藥物而產生的影響。
- III. 懷孕或生育及其引致的併發症。
- IV. 以專業運動形式在競爭情況下所參與的運動或比賽、或參與危險活動，包括但不限於職業足球或並非以雙腿進行的競賽。
- V. 參與賽車（非競賽形式參與高卡車除外）、飛行活動（以持票乘客身份，乘坐持牌客機則除外）、飛躍道、激流迴旋比賽、在 45 米水深以下潛水、徒手潛水、深洞潛水、以滑翔機進行的各式滑翔、噴射飛行器或類似活動（無論以氣體或液體推動）及任何其他危險活動或前述相類似的活動。
- VI. 任何由以下情況直接或間接引起、導致或關連的任何類形的死亡、傷殘的費用或開支，即使當時有其他原因或事件，同時促使或先後發生而引致損失：
 - (i) 戰爭、入侵、外敵活動、敵對或類似戰爭的行動（無論是否已宣戰）、內戰、叛變、暴動、嚴重程度類近叛亂的民亂、軍事起義、起義、叛亂、革命、軍事或篡權行動、軍法統治/ 戒嚴；或
 - (ii) 核子武器材料；或
 - (iii) 來自核燃料或燃燒核燃料產生核廢堆放射出來的離子放射或污染，在本不保項目下，燃燒一詞涵義包括核子自行分裂過程。本不保項目對直接或間接用於控制、防止、鎮壓或以任何方式而與上述（i）及/ 或（ii）及/ 或（iii）有關的死亡、傷殘的費用或開支，均不予賠償。
若本公司宣稱因此不保項目而對死亡、傷殘的費用或開支不予賠償，提出相反證明的責任將需由受保人或其合法個人代表負責。
若本不保項目的任何部份被發現無效或不可實施時，其餘部份將仍全面實行及有效。
- VII. 執行正規或臨時的軍事或警方任務。
- VIII. 使用任何機動木工機器，攜帶式手動工具除外，除非早已獲得本公司書面的同意。
- IX. 已存在的身體或心智損傷、缺陷或虛弱。
- X. 非由意外直接引起身體損傷而導致的任何性質的疾病或病症。

- XI. 任何因疾病或病症而引起的身體損傷。
- XII. 任何以漸進形式而引起的身體損傷。
- XIII. 牙齒護理或手術，惟因意外而導致身體損傷的牙齒受傷而必須接受的入院治療不在此限。
- XIV. 如意外時受保人從事或執行任何以下的工作或職業（不論是臨時或長期性質）：
- (i) 空中或航海工作人員
 - (ii) 持槍護衛員
 - (iii) 保鏢
 - (iv) 地盤工人或於建築地盤從事勞動工作
 - (v) 收賬員（直接受僱於銀行除外）
 - (vi) 公共小巴或重型車司機
 - (vii) 安裝或維修升降機
 - (viii) 騎師
 - (ix) 製造、生產或處理軍火、爆炸品、易燃物、煙花
 - (x) 按摩師
 - (xi) 流動攤檔小販
 - (xii) 職業運動員及職業潛水員
 - (xiii) 記者
 - (xiv) 裝卸工人
 - (xv) 在大廈外牆工作
 - (xvi) 離地面或樓面 30 呎或以上工作
 - (xvii) 從事演藝事業
 - (xviii) 於賭博場所工作包括賭場或麻將娛樂中心（香港賽馬會櫃檯職員或文書職員除外）
 - (xix) 於夜總會、的士高、卡拉 OK 俱樂部或酒廊工作
 - (XX) 於地底工作

XV. 儘管本保單中有任何相反的規定，本保單不保任何因下述，直接或間接引致的、或由此促成的、或與之相關的、或以任何方式涉及的、或由之引起的任何的損失、損害、責任、成本、罰款，罰金或其他任何金額，不論該等是實際的還是察覺到的：

- 冠狀病毒（COVID-19），包括其任何突變或變異；或

- 由世界衛生組織、或其他政府或準政府公共衛生機構，實體或服務機構進行的聲明，分類，表徵，提及或以其他形式宣傳的流行病或大流行病。

儘管在本保單或批單對任何所述的條款構成相反之部份，籍此同意倘若承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下的制裁、禁止或限制，或使本公司面臨歐洲聯盟、英國或美國法律、法規、貿易或經濟制裁，本公司則不得被視作提供保障，且本公司亦無需就該項承擔及支付任何賠償或提供任何保障的責任。

定義

「第三級燒傷」

意指對深層皮膚和細胞組織所做成的破壞。

「意外」

意指因意外、暴力、外在及可見因素引致並且完全非當事人所能控制的事故。

「身體損傷」

意指受保人在保險期內因暴力、意外、外來因素及可見的原因所直接而單獨引致不能預見的身體傷害。

「燒傷」

意指細胞組織純粹因受熱而引起的損毀。

「保險憑證」

意指隨本保單附上並構成本保單一部份的保單證書。「近親」

意指個人的合法配偶、父母、配偶父母、祖父母、子女、兄弟姊妹、孫兒女及監護人。

「香港」

意指中華人民共和國在香港特別行政區。

「醫院」

意指向支付病床費形式就診的受傷人士，提供照料及治療的機構，而該機構是依照接受治療區域之法例認可、建立及註冊為醫院，並（i）設有進行診斷及大手術的設備，（ii）由合資格護士提供每日 24 小時的護理服務，（iii）由註冊醫生給予定時的照料及診治，及（iv）並非為水療中心、天然治療中心、復康院、療養院、老人院或類似機構。

「住院」

意指因身體損傷而須遵照註冊醫生囑咐入住醫院接受治療並在出院前一直逗留於醫院內。受保人須出示醫院發出的每日病房及膳食費用單據，以作證明。

「受保人」

意指申請本保單及於本保單中提供保障及/ 或支援服務的對象，並在保險憑證上以「受保人」名稱所示的人。

「保險期」

意指於保險憑證中列明由早上 00:00 至 晚上 23:59 的保險期。

「公共交通工具」

意指由領有正式牌照為支付票價乘客定期運輸的運輸公司所提供及經營的任何巴士、旅遊巴士、地下鐵路、火車、電車、的士、渡輪、輪船、氣墊船、水翼船或其他運輸工具；由領有正式牌照為支付票價乘客定期運輸，並在已確立的商務機場或持牌直昇機場運作的航空公司或包機公司所提供及經營的任何定翼飛機或直昇機；任何設有固定路線和時間表的機場客車；以及任何其他領有正式牌照的運輸公司為支付票價乘客提供設有固定路線和時間表的定期運輸包括學生服務車輛。

「香港公眾假期」

意指香港政府刊憲的公眾假期。

「註冊醫生」

意指依照接受治療區域之法例註冊，或領有執業證明提供醫療及手術服務之醫生（除非已獲得本公司之書面批准，否則不包括受保人本人、受保人的近親、商業合伙人、僱主或僱員及保險代理人），其最低資歷限度相當於香港醫生註冊條例的註冊醫生。

「學校」

意指一間根據當地法律於當地註冊及認可的教育機構提供幼兒教育、幼稚園教育、小學或中學教育、專上或大學教育。任何其他教育機構如補習學校、訓練中心、興趣班中心及其他相類似的組織均不屬於學校。

「學生服務車輛」

意指由學校指定及/ 或認可來往學校及於當地註冊及認可並領有相關牌照，提供接載服務予該學校註冊學生的車輛。

「投保額」

意指明列於保險憑證內的投保額。投保額受本保單內條件及細則的約束。

「完全永久傷殘」

意指持續 12 個月的絕對及完全的傷殘，並於該期間終結時，有關傷殘並無任何進展的希望。有關傷殘必須經由合法註冊醫生所證明，並能提交醫療報告及完整診斷。

「本公司」

意指保誠財險有限公司。

一般條件

I. 詮釋

本保單及保險憑證及任何隨後簽發的背書須作為一份合約一併閱讀，在本保單或保險憑證的任何部份所附加特別意義的字眼或詞句，在每次出現時應附帶該意義。

II. 遵守

受保人及其代表應遵守及履行本保單及保險憑證內所有條款及條件，從而執行一些行動或依從一些行動，這將成為本公司根據本保單作出任何付款責任前的一項先決條件。

III. 年齡限制及續保

本保單只適合年齡介乎 18 歲至 70 歲的受保人。所有保障計劃均不設續保。

IV. 轉讓

本保單不得轉讓，另本公司根據本保單保障所作出的任何賠款，將只發給保單受保人或其合法個人代表，有關人士從本公司收訖的賠款，將成為本公司完成責任的證明。

V. 索償程序

根據本保單提出任何死亡或身體損傷的索償，必須先填妥一份規定的索償申請表，清楚列明意外發生及死亡及/或身體損傷情況，連同以下證明文件；如為死亡索償，必須在意外發生的 7 天內提交；如為非死亡事故的身體損傷索償，必須在意外發生的 30 天內提交予本公司。

(i) 死亡索償

死亡證、遺產承辦書、已繳清遺產稅款證明書及驗屍報告。

(ii) 永久性傷殘索償

由註冊醫生簽發並證明有關診斷、傷殘程度或嚴重性及導致身體損傷原因的醫療證明書。

(iii) 住院現金索償

由註冊醫生簽發及附有診斷情況的醫療開支收訖單據及醫療證明書正本，以證明住院日數。

為確定本保單的責任，除了上文所述，受保人必須提供本公司在合理要求下的任何報告、證明書及資料。

本公司所要求提供的所有報告、證明書及資料，必須以本公司規定的形式下提交，當中若涉及費用，一概由投保人承擔。

受保人須不時接受本公司就任何索償所要求的醫療檢查，合理費用由本公司支付。

如本公司對死亡索償中的死因存有合理的懷疑，本公司有權委派一名註冊醫生對受保人遺體進行驗屍，費用由本公司支付。

VI. 本公司權利

本公司有權不時更改保費表及本保單的條款及細則，恕不另行通知。

VII. 終止保單

- (i) 此保單將會在保險憑證中列明的保險期屆滿時終止。
- (ii) 惟受保人在任何情況下要求取消保單，當本保險簽發後則保費不得獲退回。
- (iii) 本公司若要終止本保單，將會以掛號信形式，向投保人最後登記的地址發出 7 天書面通知以取消本保單。投保人亦將按比例獲退回保險期未屆滿部份的已付保費及保險徵費。

VIII. 司法權

本保單受香港法律約束並據其解釋。爭議雙方同意受香港法院的專有司法裁判權管轄。

IX. 仲裁

凡因本合同所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括合同的存在、效力、解釋、履行、違反或終止，或因本合同引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的機構仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。本仲裁條款適用的法律為香港法，仲裁地應為香港，仲裁員人數為一名。仲裁程序應按照英文來進行。若本公司拒絕就本保單項下的任何索賠向受保人承擔責任，已受保人並無把該項索賠在拒絕該項索賠起計 12 個月內根據本保單此仲裁條例，則就各方面而言該項索賠將被視為已經放棄及不能追討。

X. 第三方權利

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。

XI. 佔優

本保單條款內容以中文及英文載錄。倘若中文內容及英文內容互有衝突或不一致之處，均以英文內容為準。