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South China Insurance Lloyd's K(A) NMA2989A

106.10.18(106)華產企字第 281 號函備查

Words in bold print in this insurance contract have special meaning, as defined in the DEFINITIONS of this insurance contract.

IMPORTANT NOTICE

PLEASE NOTE THAT SEPARATE INSURANCE IS PROVIDED UNDER THIS INSURANCE CONTRACT FOR BODILY INJURY CAUSED BY AN ACCIDENT AND FOR ILLNESS. THIS INSURANCE ONLY RELATES TO THE BENEFITS OF THE INSURANCE CONTRACT WHICH ARE SHOWN IN THE SCHEDULE AS BEING INCLUDED AND FOR WHICH PREMIUM HAS BEEN PAID.

THE INSURED MUST DISCLOSE TO THE UNDERWRITERS ALL FACTS, MATTERS AND CIRCUMSTANCES MATERIAL TO THIS INSURANCE CONTRACT, INCLUDING, BUT NOT LIMITED TO WHETHER THE INSURED PERSON ENGAGES IN ANY OCCUPATION, SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE.

The Underwriters hereby agree with the Insured, to the extent and in the manner herein provided, that if the Insured Person:

- a) sustains **Bodily Injury** caused by an **Accident** or
- b) suffers **Illness**;

the Underwriters will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this insurance contract.

Provided always that:

1. a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident**, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of one **Illness**, and
b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident** or **Illness**.
2. the total sum payable under this insurance contract in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other

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than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.

4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.
5. no benefit shall be payable under Items 10 or 11 of the Schedule of Benefits should **Illness** cause the death of the Insured Person within twelve months of that **Illness** first manifesting itself.

DEFINITIONS

In this insurance contract:

1. '**BODILY INJURY**' means identifiable physical injury which
 - a) is caused by an **Accident**, and
 - b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.
2. '**ACCIDENT**' means a sudden, unexpected, unusual, specific external event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this insurance contract, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

3. '**ILLNESS**' means sickness or disease of the Insured Person which first manifests itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after manifesting itself.
4. '**TEMPORARY TOTAL DISABLEMENT**' means disablement which entirely prevents the Insured Person from attending to their business or occupation.
5. '**TEMPORARY PARTIAL DISABLEMENT**' means disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
6. '**PERMANENT TOTAL DISABLEMENT**' means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.

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7. 'LOSS OF A LIMB' means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

EXCLUSIONS

This insurance contract does not cover claims in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. the Insured Person engaging in or taking part in armed forces service or operations;
5. the Insured Person engaging in flying of any kind other than as a passenger;
6. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
9. the Insured Person's own criminal act;
10. the Insured Person being under the influence of alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

CONDITIONS

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this insurance contract without first notifying the Underwriters and obtaining their written agreement to the inclusion under this insurance contract, (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising from such activity.
2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this insurance contract or for which the Insured Person has been treated at any time prior to inception.

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3. Notice must be given to the Underwriters as soon as reasonably practicable of any **Accident** or **Illness** which causes or may cause a claim within the meaning of this insurance contract, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

4. If the Insured makes a fraudulent claim under this insurance contract, the Underwriters:
 - a) are not liable to pay the claim; and
 - b) may recover from the Insured any sums paid by the Underwriters to the Insured in respect of the claim; and
 - c) may by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
5. If the Underwriters exercise their rights under condition 4. c) above:
 - a) the Underwriters shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriters' liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) the Underwriters need not return any of the premiums paid.
6. Where this insurance contract provides cover for any person who is not a party to the contract (an Insured Person), and a fraudulent claim is made under the contract by or on behalf of such Insured Person, the Underwriters may exercise the rights set out in condition 4 above as if there were an individual insurance contract between the Underwriters and the Insured Person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.
7. The law and jurisdiction applicable to this insurance contract are as stated in the Schedule.