^{華南金融集團} ● **革南產物保險**股份有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衛平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

South China Insurance Yacht Crew Personal Accident and Medical Expenses Insurance

103.09.26 (103) 華產企字第 233 號函備查

General Definitions

Accidental Bodily Injury

A specific physical injury caused in and of itself by a single, unexpected, sudden and unintended event, which occurs at an identifiable time and place to an **Insured Person** during the **Operative Time** and results solely and independently of all other causes and within ______ calendar months of the date of the event in the death, **Loss of Limb**, **Loss of Sight**, **Total Disablement**, **Partial Disablement** or **Permanent Total Disablement** of an **Insured Person**.

Accident Event

All individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any **Accident Event** shall be limited to ______consecutive hours and within a ______-mile radius for any **Accident Event** hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that **Accident Event**.

The **Insured** may choose the date and time when such period of consecutive hours commences and also the specific ______-mile radius determining an **Accident Event**. If any event is of greater duration than the above period, the **Insured** may divide that event into two or more **Accident Events**, provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the **Insured** arising out of the event.

Aggregate Limit of Liability

The aggregate amount of all benefits payable hereunder.

Benefit Period

The maximum period from the date of **Total Disablement** for which **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

Crew Replacement Expenses

All expenses reasonably and necessarily incurred in sending a substitute Crew Member to replace the original **Insured Person**

Deferment Period

The period prior to the commencement of the Benefit Period during which no benefit is payable.

Employee

Any person under a contract of employment, service or apprenticeship with the Insured

^{華南金融集團} ● **華南產物保險**股份有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

 ※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍 應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。

Excess

The first amount of each and every claim that the Insured shall pay

Hijack

The unlawful seizure or wrongful exercise of control of an aircraft or other publicly licensed conveyance or vessel in which an **Insured Person** is travelling as a fare-paying passenger, guest of the Insured or crewmember of the Insured's Vessel.

Insured

The Insured as stated in the Schedule.

Insured Person

Any person stated in the Schedule as being an Insured Person.

Loss of Limb or Limbs

The permanent and complete loss of, or loss of use of a limb or limbs at or above the ankle or wrist.

Loss of Sight

Permanent and total loss of sight shall be considered as having occurred:

- a) in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and is without hope of improvement;
- b) in one eye, if the degree of sight remaining after correction is ______or less on the Snellen Scale and is without hope of improvement.

Operative Time

The extent, nature and period of cover noted on the Schedule during which the **Insured** is insured by the terms and conditions of this Policy and the Schedule.

Total Disablement or Total Disability

An **Insured's Person's** complete and physical inability to attend to his usual business or occupation which results solely and independently of any other cause **from Accidental Bodily Injury**.

Temporary Total Disablement

Temporary disablement, which entirely prevents the Insured Person from engaging in his usual business or occupation.

Permanent Total Disablement

Total Disablement, caused other than by **Loss of Hearing or Speech**, **Loss of Limb**, **Loss of Sight**, which has lasted for at least _______ consecutive months and will in all probability prevent an **Insured Person** from engaging totally in gainful employment for the remainder of his life

Sickness or Disease

Sickness of an Insured Person that manifests itself during the Operative Time.

^{華南金融集團} ● 華南產物保險股防有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。

Section 1 - Personal Accident

What is Covered:

If an Insured Person during the Operative Time:

- 1. sustains Accidental Bodily Injury
- 2. dies or suffers Total Disablement
- 3. disappears and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of an **Insured Person** has occurred, the disappearance should be deemed to constitute death

the Underwriters will pay the Insured an amount equal to the sum in Section 1 of the Schedule.

Conditions Applicable Only to Personal Accident Cover - See also General Conditions:

- 1. Where an **Insured Person** is under the age of ______ years the Death benefit will be limited to USD_
- Where an Insured Person is not in full time gainful employment or is a spouse of an Insured Person Disability Income benefit will be limited to a maximum _______% of the net weekly income based on the previous 6 months earnings, but in any event not to exceed USD ______ per week
- 3. If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person**, the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full all monies paid to them in respect of such disappearance.
- 4. If the consequence of an event giving rise to a claim under this insurance shall be aggravated by any condition or physical disability of the Insured Person which existed before the event occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the event shall be the amount which it is reasonably considered would have been payable if such consequence had not been so aggravated.

Exclusions Applicable Only to Personal Accident Cover See also General Exclusions:

The Underwriters will not pay any claim for Sickness and/or Disease not directly resulting from Accidental Bodily Injury.

Section 2 - Medical and Emergency Expenses

What is Covered:

If during the **Operative Time** an **Insured Person** becomes **Sick** or sustains bodily injury the **Underwriters** will reimburse the **Insured** for the following expenses reasonably and necessarily incurred by the **Insured** and/or **Insured Person** up to an amount not exceeding the sums stated in Section 2 of the Schedule and subject to the excess stated in Section 2 of the Schedule:

- 1. expenses incurred in any country within the Geographical limits shown in the Certificate Schedule including expenses incurred in the **Insured Person**'s country of domicile up to Limits shown in Certificate Schedule for reasonable and customary medical, surgical, hospital, ambulance fees or other diagnostic treatment given or prescribed by a registered qualified medical practitioner. Medical Expenses in own country of domicile only applicable in countries within the Geographical limits but own country of domicile expenses not recoverable in the United Kingdom, USA or Canada.
- 2. transport and accommodation expenses of an **Insured Person** and up to three persons who, on the advice of a registered qualified medical practitioner, need to travel to, remain with or escort the Insured Person back to the Insured Person's own country of domicile, such transport expenses are limited to a one-way economy ticket per person for the most appropriate method of transport and other essential expenses incurred in the transportation of the substitute person;
- 3. funeral expenses of an **Insured Person** incurred outside the of the Insured Persons Own Country of domicile or expenses incurred in relation to transportation of an **Insured Person's** body or ashes and **Property** back to the Insured Person's own country of domicile up to an amount not exceeding the sum

^{華南金融集團} **◆ 南 產 物 保 險 稅 衍 有 限 公 司** SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。

stated in Section 2 of the Schedule;

- 4. transport expenses of an **Insured Person** returning for the funeral of their spouse or blood relatives in the Insured Persons own country of domicile provided that the **Insured Person's** journey started prior to the death of their spouse or blood relative and that death was unforeseen at that time and that the person's death necessitated the expenses being incurred was under age ______ years at the time of death;
- 5. expenses incurred in the repatriation of an Insured Person by any suitable means including any accompanying qualified medical staff to the Insured Person's home or to the most suitable Hospital in the Insured's own country of domicile provided that all expenses are approved and organised by Underwriters
- 6. expenses incurred in the repatriation of an **Insured Person** by any suitable means including any accompanying qualified medical staff to the Insured Person's home or to the most suitable National Health Service Hospital in the United Kingdom provided that all expenses are approved and organised by Underwriters.

Conditions Applicable Only to Medical and Emergency Expenses - See also General Conditions:

- 1. The medical Emergency Services must immediately be informed by the **Insured** or an **Insured Person** of any incident which may give rise to a claim;
- 2. To avoid prejudicing the reimbursement of expenses, the **Insured** and/or the **Insured Person** will not try to provide solutions to problems encountered without involving the Underwriters Emergency Service;
- 3. In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

Exclusions Applicable only to Medical and Emergency Expenses - See also General Exclusions:

The Underwriters will not pay any claims:

- 1. if an **Insured Person** is travelling having received advice before departure from a registered qualified medical practitioner not to do so;
- 2. for dental expenses unless incurred as a result of an accident;
- 3. if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy or National Insurance Programme;
- 4. after _____ months from the time of incurring the first expense; or
- 5. for an **Insured Person** travelling for the purpose of obtaining medical treatment.

Crew Replacement Expenses

What is Covered:

The **Underwriters** will reimburse the **Insured** up to an amount not exceeding the sum stated in Section 2 of the Schedule for any **Replacement Expenses** incurred during the **Operative Time** as a direct result of **Accidental Bodily Injury** or **Sickness**, compulsory quarantine or **hi jack** of an **Insured Person** for a period of ______ days of longer. to an **Insured Person** which in the opinion of a qualified medical practitioner will last for a period in excess of ______ days.

Exclusions Applicable only to Replacement Expenses - See also General Exclusions

The Underwriters will not pay any claim:

- 1. which is the direct or indirect result of an **Insured Person** travelling against the advice of a registered qualified medical practitioner
- 2. for expenses that the Insured or an Insured Person has paid or budgeted to pay before the commencement of the cover

^{華南金融}集團 ● 華南產物保險稅防有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。

Section 3 - Personal Liability

What is Covered:

The **Underwriters** will indemnify the **Insured** in respect of its or an **Insured Peroson's** legal liability to pay damages in respect of:

- 1. accidental bodily injury (which, for the purposes of this section only shall include death, sickness or disease, wrongful detention false imprisonment or malicious prosecutions, mental injury, mental anguish or shock but not defamation) to third parties arising from an accident
- 2. accidental damage to or loss of property belonging to the third parties
- 3. accidental trespass or nuisance occurring during the **Operative Time**.

The **Underwriters** will not be liable to indemnify the **Insured** for any amount exceeding the Limit of Indemnity stated in Section 3 of the Schedule

The Underwriters will indemnify the Insured for:

- 1. all costs and expenses recoverable by third parties from the Insured or an Insured Person
- 2. any costs and expenses incurred with the Underwriters prior written consent.

Conditions Applicable only to Personal Liability - See also General Conditions

- The Insured and/or an Insured Person or his legal personal representatives will give notice in writing to the Underwriters as soon as possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance. Every claim notice, letter, writ or process or other document served on the Insured or an Insured Person shall be forwarded to the Underwriters immediately on receipt of the same. Notice in writing shall be given to the Underwriters by the Insured or an Insured Person of any impending prosecution, inquest or fatal accident inquiry in connection with any such event. No admission of liability offer of settlement, promise, payment or indemnity shall be made by or on behalf of the Insured or an Insured Person without the prior written consent of the Underwriters.
- 2. The **Underwriters** may at any time and at its sole discretion pay to the **Insured** an amount equal to the sum stated in Section 3 of the Schedule (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against the **Insured** and/or an **Insured Person** can be settled and the **Underwriters** shall not be under any further liability in respect of such claim or claims except for any costs and expenses incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in the Liability of the **Insured** or an **Insured Person** to pay an amount in excees of the sum stated in Section 4 of the Schedule the **Underwriters** liability for costs and expenses shall not exceed the amount being in the same proportion as the **Underwriters** payment to the **Insured Person** bears to the total payment made by or on behalf of the **Insured Person** in settlement of the claim or claims.
- 3. The **Underwriters** shall be entitled to take over and conduct in the name of the **Insured** or an **Insured Person**, the defence or settlement of any claim against the **Insured** or an **Insured Person** or to prosecute in the name of the **Insured** or an **Insured Person** for its own benefit any claim for indemnity or damages or otherwise and the **Underwriters** shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** and/or an **Insured Person** shall give all such information and assistance as the **Underwriters** may require.
- 4. If at the time of any **Accident Event**, occurrence, or circumstance to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same potential liability the **Underwriters** shall not be liable under this Section except in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected.
- 5. No Endorsement or Amendment to this Certificate shall override the Terms, Conditions, Exclusions applicable to this Section.

Exclusions Applicable only to Personal Liability - See also General Exclusions

^{華南金融集團} ● **革南產物保險股份有限公司** SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。
※詳細承保內容以保單條款為準。

The **Underwriters** will not indemnify the **Insured** in respect of its or an **Insured Person's** legal liability to pay damages:

- 1. arising out of the ownership, possession or use by or on behalf of an Insured Person of any:
 - a) firearm;
 - b) animal;
 - c) aircraft, aerospatial device or hovercraft;
 - d) waterborne craft; or
 - e) mechanically propelled vehicle.
- 2. for bodily injury to any person who is under contract or service or apprenticeship with the **Insured** or an **Insured Person** when such injury arises out of and in the course of their employment with the **Insured** or an **Insured Person**;
- 3. for loss of or damage to **Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person**;
- 4. arising directly or indirectly in connection with:
 - a) the ownership or occupation of land or buildings; or
 - b) the carrying on of any trade business or profession
- 5. attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** notwithstanding such term; or
- 6. any kind of pollution and/or contamination.

General Conditions

All information supplied to the Underwriters by or on behalf of the Insured is deemed to be incorporated in and shall form the basis of the contract.

Interpretation

For **Insured Persons** not domiciled in the United Kingdom any reference to the United Kingdom shall mean an **Insured Person's** usual country of domicile.

Words in the masculine gender shall be deemed to include the feminine wherever they appear.

Change of Business

The **Insured** shall, within a reasonable period of time, not exceeding 30 days, notify the **Underwriters** of any change in their business, trade or profession.

Observance

The liability of the **Underwriters** to make any payment under this Policy shall be conditional upon the observance by the **Insured** and the **Insured Persons** of all terms, provisions, conditions and endorsements of this Policy.

Disclosure

Underwriters shall not be exposed to liability under this Policy and the Insured shall have no rights hereunder unless at inception of this Policy and at the time of any amendment:

- i) the Insured was not in breach of any common law duty in regard to non-disclosure or misrepresentation, and further
- ii) the Insured had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge on which Underwriters ought, in the ordinary course of business, to know independently) that are likely to give rise to a loss hereunder.

^{華南金融集團} ● **華南產物保險**股防有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

Performance of these obligations shall be a necessary prerequisite to cover hereunder and in any proceedings by the Insured hereunder or between the parties hereto the burden shall in all circumstance be upon the Insured to establish that these obligations have been complied with.

Interest

No sum payable under this Policy shall carry interest.

Claims Procedure

On the happening of any occurrence likely to give rise to a claim under the policy, it is a condition precedent to **Underwriters** liability under this Policy that the **Insured** and/or the **Insured Person** will ensure that notice is given to **Underwriters** in writing as soon as possible after the date of the occurrence and in any event within sixty days. Such notice shall include full particulars of the occurrence. IN NO EVENT will **Underwriters** be liable to pay any claim where the **Insured** and/or an **Insured Person h**as failed to notify **Underwriters** in writing within 120 days after the date of the occurrence.

Access to additional materials

An **Insured Person** shall furnish to **Underwriters**, or their designated representatives, all information that **Underwriters** may reasonably require with regard to matters pertaining to the Policy. All documents, books, records, medical information and any other information which may have a bearing on this Policy, claims or premium hereunder shall be made available for inspection by **Underwriters** or their designated representatives at all reasonable times during the term of this Policy, or until resolution of all claims hereunder, whichever is later.

Right to Medical records and Medical examination

Following notice of claim, the **Insured Person** shall provide when requested by **Underwriters** all authorisations necessary to obtain an medical records. **Underwriters** have the right to have an **Insured Person** examined by a physician or vocational expert of their choice, and at their expense, when and as often as they may reasonably request.

Claims Co-operation

The **Insured Person** and **Insured** shall provide, assist and co-operate with **Underwriters** or their representatives, in obtaining any other records **Underwriters** deem necessary to evaluate the incident or claim. In no event shall **Underwriters** be liable to pay any claim hereunder unless the **Insured** and/or the **Insured Person** co-operate with **Underwriters** and/or their representatives in the investigation of the claim.

Fraudulent Claims

If any claim submitted under this Policy by the **Insured**, or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be false or fraudulent, the **Underwriters** shall be under no liability to make payment in respect of such claim.

Other Insurance

Underwriters will not pay any claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance's had this Policy not been effected.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

Applicable Law and Jurisdiction

This Policy, any endorsements and the Schedule attaching hereto shall be governed by and construed in accordance with the law of England and Wales and the **Insured**, the **Insured Persons** and **Underwriters** irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim arising thereunder.

Enquiries and Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact your Broker or Underwriting Risk Services Ltd where there is no broker involved.

If you have a problem concerning any aspect of your insurance please contact your Broker or Underwriting Risk Services Ltd where there is no broker involved.

In the event you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer that matter to the Policyholder & Market Assistance Department at Lloyd's

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Limitation

In no case shall the **Underwriters** liability in respect of an **Insured Person** exceed the largest sum insured stated in the Schedule.

If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the **Aggregate Limit of Liability**.

The **Underwriters** will not pay any claim in respect of an **Insured Person** aged ______ years or more except in circumstances where the **Insured Person** turns ______ years of age during the **Operative Time**

Cancellation

The **Underwriters** may cancel this Policy or any cover thereunder by giving thirty days written notice to the **Insured** at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and the **Underwriters** shall return any unearned portion of the premium paid.

In the event of a claim on this Policy no premium shall be returned following the cancellation of this insurance.

Premium Adjustment

If the premium is calculated on a declaration basis the **Insured** shall within one month of the expiry of the Policy provide the premium adjustment information required by the **Underwriters**.

Kidnap and Hijack

If during the Operative Time an Insured Person is the victim of kidnap or Hijack, the cover shall continue in

^{華南金融集團} **◆ 南 產 物 保 險 暇 衍 有 限 公 司** SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

respect of that **Insured Person** for up to ______ weeks from the date of kidnap or **Hijack** or until the **Insured Person** returns home, whichever is the earlier.

Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

The **Insured** and The **Underwriters** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** can enforce the terms to this contract. The **Insured** and the **Underwriters** can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under the Contract (Rights of Third Parties) Act 1999.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet tis obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

General Exclusions

The **Underwriters** will not pay any claim directly or indirectly caused or contributed to by:

- 1. any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;
 - a. War, hostilities or warlike operations (whether war be declared or not),
 - b. Invasion,
 - c. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
 - d. Civil war,
 - e. Riot,
 - f. Rebellion,
 - g. Insurrection,
 - h. Revolution,
 - i. Overthrow of the legally constituted government,
 - j. Civil commotion assuming the proportions of, or amounting to, an uprising,
 - k. Military or usurped power,
 - 1. Explosions of war weapons,
 - m. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
 - n. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
 - o. Terrorist activity.

^{華南金融集團} ● **華南產物保險**股份有限公司 SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

For the purpose of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, 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. Terrorist activity 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 terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) 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.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- 2. an **Insured Person** engaging in air travel except as a passenger in a properly licensed multiengined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
- 3. any claim arising in connection with a condition which was diagnosed before the commencement date of any **Period of Insurance** of this Policy. In addition, no benefit will be payable for any condition which has resulted directly or indirectly from a condition for which the **Insured Person** has previously received treatment or of which they were aware at the commencement date of the Policy;
- 4. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 5. deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured Person's** own criminal act, or the **Insured Person** suffering from alcoholism and/or drug addiction except where the **Insured Person** is addicted to a drug prescribed by a qualified Medical Practitioner for the treatment of any condition other than drug addiction;
- 6. an **Insured Person** attempting to commit or committing intentional self-injury or suicide;
- 7. The Insured Person engaging in:
 - a. Naval, military or air force service or operations;
 - b. Cave Diving, Diving for Hire or Reward, Rock Climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, driving or riding in any kind of race,\
 - c. Solo Diving, unless diving not more than _____ metres
 - d. Diving below _____ metres unless the insured person holds a British Sub Aqua Club or equivalent certificate and that their rules and guidelines are followed at all times, but cover herein excludes Diving below _____ metres
 - e. Driving or riding on motorcycles, or motor scooters other than mopeds;

^{華南金融集團} ● **革南產物保險股防有限公司** SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。
 ※本商品受保險安定基金之保障。

- f. Winter Sports except for Crew Members when the Exclusion is replaced by an Exclusion of taking part in any race, competition or display, ski jumping, ski-joring, bob or skeleton sledging or taking part in ice hockey.
- 8. pregnancy, childbirth, miscarriage or abortion;
- 9. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 10. radioactive toxic explosion or other hazardous properties of any explosive nuclear Assembly or nuclear component thereof .