

# Personal Accident Cushion

「意外氣墊」個人意外保障計劃

This policy is underwritten by QBE Hongkong & Shanghai Insurance Limited. Mox is an insurance agent appointed by QBE Hongkong & Shanghai Insurance Limited.

本保單由昆士蘭聯保保險有限公司承保。Mox為昆士蘭聯保保險有限公司委任的保險代理人。

# Personal Accident Cushion



## QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

Part of the QBE Insurance Group

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## Section 1 - Introduction

This Policy is underwritten by QBE Hongkong & Shanghai Insurance Limited. As a leading general insurer, QBE Hongkong & Shanghai Insurance Limited (also referred to as We/Our/Us in this Policy) provides a comprehensive range of non-life insurance solutions for both business and personal customers. QBE Hongkong & Shanghai Insurance Limited is part of the QBE Insurance Group a general insurance and reinsurance company, listed on the Australian Securities Exchange (ASX) and headquartered in Sydney. QBE Insurance Group employs more than 12,000 people in over 31 countries.

This Policy reflects the demands and needs of a person who wishes to purchase personal accident insurance benefits.

This Policy sets out the terms of the personal accident cover underwritten by QBE Hongkong & Shanghai Insurance Limited, please read it carefully. It tells an Insured Person (also referred to as You/Your/Yourself in this Policy) what is covered, what is not covered, what to do if You want to make a claim and whom call if You need help.

You should familiarise Yourself with the cover provided by this Policy and all the terms, conditions, limitations and exclusions that apply.

You should read this Policy in conjunction with the Schedule and review the cover periodically to ensure it continues to meet Your needs.

If You have any questions about the Policy or wish to make any changes, please contact Your licensed insurance agent.

This Policy, together with the Schedule, the application and any endorsements, collectively form evidence of the contract between You and Us and applies to whichever level of cover that has been selected (Basic, Value, Max).

We agree to provide the insurance cover described in this Policy to You provided that the premium is paid when it is due and You observe and fulfil the terms, conditions and exclusions of the Policy insofar as they relate to anything to be done or complied with by You.

## Section 2 - Benefits

### 1. Accidental Death or Permanent Disablement

If You have an Accident during the Policy Period which results in You suffering an Injury which, solely and independently of any other cause and within 12 months of the date of the Accident, causes Your Death, We will pay Your Estate the amount shown in the Schedule of Benefits. If the Accidental Injury causes Permanent Disablement other than Death, We will pay You the percentage in the Compensation Percentage Table (below) of the corresponding amount shown in the Schedule of Benefits.

### Compensation Percentage Table

Permanent Disablement	Payment as a percentage of the Schedule of Benefits amount
Permanent Total Disablement	100%
Loss of Limb (one or more)	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of one eye or both eyes	100%
Total paralysis	100%
Complete and incurable insanity	100%
Injuries resulting in being permanently bedridden	100%
Loss of sight of eye except perception of light	50%
Loss of lens of one eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
- both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanx	10%
- two phalanx	8%
- one phalanx	4%
Loss of middle finger	
- three phalanx	6%
- two phalanx	4%
- one phalanx	2%
Loss of ring finger	
- three phalanx	5%
- two phalanx	4%
- one phalanx	2%
Loss of little finger	
- three phalanx	4%
- two phalanx	3%
- one phalanx	2%
Loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all	15%
- great, both phalanges	5%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	1%
Loss of hearing	
- both ears	75%
- one ear	15%
Loss of speech	50%

The complete and irrecoverable Loss of Use of any item specified above shall be deemed to be loss of such item. In the event of partial loss of any item specified above or partially disabled prior to an Injury covered under this Policy has become a total permanent disablement as a result of such Injury, a proportionately lower percentage of compensation as decided by Us shall be payable.

In the event of Permanent Disablement by physical loss or Loss of Use not specified above the percentage of compensation shall be assessed by Us based on the proportion to the degree of disability as compared with the cases specified without reference to Your profession or occupation.

The aggregate of all percentages payable in respect of any one Accident to any one person covered under this Policy shall not exceed 100%. In the event of 100% having been paid, all insurance hereunder in respect to You shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of Accident until the expiration of the Policy.

### Second Degree Burn or Third Degree Burn

If You have an Accident during the Policy Period which results in You suffering an Injury which solely and independently of any other causes is certified by a Registered Medical Practitioner to have resulted in You suffering from Second Degree Burn or Third Degree Burn, We will pay You the percentage in the Second or Third Degree Burn Table (below) of the corresponding amount shown in the Schedule of Benefits.

Second Degree Burn or Third Degree Burn	Percentage
On 50% or more of body surface	100%
On 27% or more of body surface	40%
On 18% or more of body surface	30%
On 9% or more of body surface	15%
On 4.5% or more of body surface	10%

Once a claim is payable under the Second Degree Burn or Third Degree Burn Benefit, the amount that You are entitled to shall be reduced by the same amount and all other claims payable shall be settled based on the reduced limit. Provided that in no event shall the total amount payable under this Benefit exceed the maximum limits as specified in the Schedule of Benefits under Benefit 1 Accidental Death or Permanent Disablement.

Payment shall not be made for more than one Burn caused by the same Accident and only the highest Benefit payment shall apply.

### 2. Accidental Medical Expenses

We shall pay You for Medical Expenses that are reasonably and necessarily incurred within 365 days of an Accident for an Injury that You suffer during the Policy Period up to the amount stated in the Schedule of Benefits per Accident.

We shall also pay You any qualified physiotherapist and chiropractor treatment expenses as recommended by a Registered Medical Practitioner up to the amount stated in the Schedule of Benefits per Accident.

### Chinese Bonesetter and Acupuncturist Expenses Extension

We shall pay You Chinese Bonesetter and Acupuncturist Expenses that are reasonably and necessarily incurred within 365 days of an Accident for an Injury that You suffer during the Policy Period up to the amount stated in the Schedule of Benefits per visit and per Accident.

### Provisions

We shall pay for any one visit to any physiotherapist, chiropractor, Chinese Bone setter and Acupuncturist in any one day subject to the maximum Sum Insured as stated in the Schedule of Benefits.

In no event shall the total amount payable under this Benefit exceed the maximum limits as specified in the Schedule of Benefits under Benefit 2 Accidental Medical Expenses.

### 3. 24-Hour Worldwide Emergency Assistance Services

We shall pay on Your behalf up to amount set out in the Schedule of Benefits for Our appointed assistant service provider (ASP) to provide the emergency assistance services set out below:

#### a. Emergency Medical Evacuation and/or Repatriation

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury:

- emergency medical evacuation shall be provided by utilising appropriate and suitable means, based on Your medical condition, to arrange for You to go to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- emergency medical repatriation shall be provided, if Your medical conditions allow, to arrange for You to travel back to Hong Kong or Your home country for continuation of treatment.

Evacuation or repatriation arrangements by ASP shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany You throughout the process.

#### b. Repatriation of Mortal Remains

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Death, ASP shall:

- arrange and pay for repatriation of mortal remains or ashes to Hong Kong or Your home country; or
- pay for burial expenses outside Hong Kong, subject to the expenses for such burial shall not exceed the costs of repatriating the mortal remains to Hong Kong as provided by this Benefit.

#### c. Return of Unattended Dependent Child(ren)

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Death or Hospital Confinement, ASP shall arrange and pay for a one-way economy class flight for Your unattended Dependent Child(ren) below 16 years of age to return to Hong Kong or their home country.

#### d. Hospital Admission Guarantee

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Hospital Confinement, where required ASP shall arrange a Hospital Admission Guarantee up to HK\$50,000 be provided against the medical expenses incurred by You. Unless the Medical Expenses are covered under Benefit 2 Accidental Medical Expenses, You shall be liable for all such medical expenses.

#### e. Compassionate Visit

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Hospital Confinement in excess of 24 consecutive hours, ASP shall arrange and pay for a return economy class flight for 1 family member or designated person to travel to care for You. This Benefit shall include standard accommodation in any reasonable hotel or establishment of similar standard up to a maximum of HK\$2,000 per night and HK\$10,000 in the aggregate. This benefit shall exclude the cost of drinks, meals or other room services.

#### f. Convalescence Assistance

If You have an Accident whilst traveling outside Hong Kong during the Policy Period which results in You suffering an Injury which leads to Your Hospital Confinement ASP shall arrange and pay for accommodation expenses necessarily and unavoidably incurred by You following Your discharge from Hospital to allow for convalescence in the country where You were hospitalised. This benefit shall be subject to a maximum of HK\$2,000 per day and up to HK\$10,000 in the aggregate.

## 24-hour Telephone Hotline

In the event of an emergency You or Your representative must call the ASP Worldwide Emergency Assistance Service Centre in Hong Kong at **(852) 2862 0138**.

You or Your representative is required to state:

- i. Your name,
- ii. your Policy Number,
- iii. nature of the Injury,
- iv. details of attending doctor, if available: and
- v. present location and contact particulars.

### Additional Conditions to the Benefit:

- a. You shall cooperate with ASP to obtain all documents and receipts from the relevant sources and assist at Your own expense in complying with necessary formalities.
- b. In the event any payment is made in connection with the provision of assistance to You, ASP shall be subrogated to Your rights to obtain payments from:
  - i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
  - ii. any other insurance or assistance plan which provides compensation to the assistance events.

## 4. Broken Bones

In addition to any other Benefit under this Policy, if You have an Accident during the Policy Period which results in You suffering Broken Bones, We will pay You the percentage in the Broken Bones Percentage Table (below) of the corresponding amount shown in the Schedule of Benefits.

**Broken Bones Percentage Table**

Bone	Payment as a percentage of the Schedule of Benefits amount
Hip or pelvis	100%
Thigh or heel	50%
Skull, collarbone, lower leg, ankle, arm, elbow or wrist	40%
Lower jaw	30%
Vertebrae, shoulder blade, knee cap, sternum, hand or foot	20%
Upper jaw, cheek bone, nose, ribs, coccyx, toes or fingers	15%

Payment under this Benefit shall be limited to one Broken Bones in respect of the same Injury. Should You suffer more than one Broken Bones from the same Injury, We will only be liable for the highest compensation.

## 5. Coma Benefit

In addition to any other Benefit under this Policy, if You have an Accident during the Policy Period which results in You falling into a Coma within 30 days, and confined in a hospital for at least 3 consecutive months, We will pay You an additional amount shown in the Schedule of Benefits.

## 6. Credit Card Protection

In addition to any payment due under Benefit 1 Accidental Death or Permanent Disablement, We will pay You or Your Estate an additional amount shown in the Schedule of Benefits to cover Your outstanding credit card(s) balance for purchases made before the Accident.

## 7. Double Indemnity

We will pay 200% compensation of Benefit 1 - Accidental Death or Permanent Disablement up to HK\$2,000,000 stated in the Schedule of Benefits if the Event is the result of an Injury the Insured Person sustained when travelling as a fare-paying passenger on a Common Carrier.

## 8. Education Fund

In addition to any payment due under Death of Benefit 1 Accidental Death or Permanent Disablement, We will pay Your Estate an additional lump sum amount shown in the Schedule of Benefits to subsidise the education expenses of Your Dependent Child(ren).

## 9. Funeral Expenses

In addition to any payment due under Death of Benefit 1 Accidental Death or Permanent Disablement, We will pay Your Estate an additional lump sum amount shown in the Schedule of Benefits to cover funeral expenses including burial or cremation charges.

## 10. Hospital Cash Allowance

If You have an Accident during the Policy Period which results in You suffering an Injury which leads to Your Hospital Confinement for a minimum of 24 consecutive hours during the Policy Period, We shall pay a daily benefit as stated under the Schedule of Benefits for the period You are hospitalised and up to 30 days in maximum.

## 11. Parental Care

In the event that Benefit 1 - Accidental Death or Permanent Disablement is paid for after the Accidental Death of the Insured Person, We shall also pay the Parental Care Benefit stated in the Schedule in equal parts to each dependent parent of the Insured Person.

## 12. Rehabilitation Expenses

If You have an Accident during the Policy Period which results in You suffering an Injury which directly results in any of the Disablements covered under Benefit 1 of this Policy and requires rehabilitation training as recommended by the Insured Person's treating Registered Medical Practitioner, We will reimburse the reasonable cost incurred for consultation from a licensed educational institution or a Hospital for a maximum of six (6) months during the Period of Insurance provided such consultation is undertaken with Our prior written agreement and the agreement of the Insured Person's treating Registered Medical Practitioner, and is subject to the Sum Insured for this Benefit stated in the Schedule of Benefit. The Permanent Total Disablement benefit must be paid before the Insured Person is entitled to this Benefit.

## 13. Spouse Retraining Benefit

If an Insured Person suffers an Accidental Death or Permanent Disablement during the Journey, We will reimburse the actual costs incurred for the training or retraining of the Insured person's Spouse up to the maximum Sum Insured stated in the Schedule of Benefits, for the purpose of:

- a. obtaining gainful employment; or
- b. to improve his/her employment prospects; or
- c. to enable him/her to improve the quality of care he/she provides to the Insured Person.

### Provisions of the Benefit:

Benefit is also subject to each of the following:

- a. Spouse must be aged under sixty-five (65) years at the commencement of such training; and
- b. the training must be provided by a recognized institution with qualified skills to provide such training; and
- c. all such expenses must be incurred within twelve (12) consecutive months from the date the Insured Person suffered the Injury.

## Section 3 - General Exclusions

This Policy does not cover and We are not responsible for claims which are directly or indirectly caused by or result from the following:

1. Any consequence of or act of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
2. You engaging in or taking part in any form of strike, riot or civil commotion.
3. You engaging in or taking part in:
  - a. driving or riding in any kind of race;
  - b. professional sports;
  - c. underwater activities involving the use of breathing apparatus;
  - d. mountaineering at altitude over 5,000 meters from sea level;
  - e. flying or other aerial activity except as a passenger in a properly licensed power driven aircraft (the word "passenger" does not include any member of the aircrew or a technician working in or upon an aircraft).
4. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt whether sane or insane, mental, nervous or psychiatric disease or disorder.
5. Intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner.
6. Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
7. Childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by Accident.
8. Pre-existing Medical Conditions, venereal disease, congenital anomalies or deformities.
9. Rest cure or sanatorium care or other similar establishment.
10. Cosmetic or plastic surgery unless to correct an Injury covered under this Policy.
11. Claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion or radioactive contamination arising from such but not limited to power generation and nuclear weapon. This exclusion shall not apply to losses from nuclear attacks arising from Acts of Terrorism. For the purpose of this exclusion, an Act of Terrorism means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
12. You engaging in any form of manual employment; working at height above 9 meters from ground; performing as an actor or actress; ship or aircrew; commercial vehicle drivers; ship or motor vehicle repairer; naval, military or air force; operation or armed force; welder; offshore activities like commercial diving, oil rigging, mining, handling of explosive or hazardous chemicals.
13. You being in any violation of the laws or resistance to arrest.
14. Infectious or Contagious Disease which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a Registered Medical Practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

## Section 4 - General Conditions

### 1. Eligibility

To purchase this Policy You must be a Mox customer between 18 and 70 years of age at Policy inception. Subject to its terms and conditions the Policy is renewable up to when You reach the age of 75.

### 2. Government Law and Jurisdiction

This Policy shall be interpreted in accordance with the laws of Hong Kong.

### 3. Policy Currency

Any amounts that You or We are required to pay under this Policy will be in Hong Kong Dollars. Any expenses that You incur that You can claim from Us will be exchanged into Hong Kong dollars at a reasonable foreign currency exchange rate that We choose. We shall not be responsible for any foreign exchange rate losses that You may have.

### 4. Fraud

We shall not be liable to You for any dishonest, intentionally exaggerated, or fraudulent claim and shall reserve the right to lodge a report with the police in respect of such activity.

### 5. Renewal Procedure

The policy shall be automatically renewed unless otherwise specified. We will provide a renewal notification via email at least 30 days prior to the policy's expiration date. This notification will include essential renewal details, such as the premium amount and the renewal period.

### 6. Policy Not Assignable

This Policy is not assignable and We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy. The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to Us.

### 7. Benefits Payable

All benefits are payable to You or Your guardian named in the Schedule (if You are below the age of 18). In the event of Your Death, We shall pay the benefits to Your Estate.

### 8. More Than One Policy

You should be insured with Us with only one personal accident Policy. In the event You are covered under more than one policy by Us, only the highest amount of benefits is payable.

### 9. Reasonable Care

You shall act in a prudent manner and exercise reasonable care and prevent accidents, Injury, sickness, loss or damage.

### 10. Mitigation of Loss

You shall use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or liability and/or any loss of and/or damage to any insured property(ies).

### 11. Changes to the Policy

We may change the terms and conditions of Your Policy, including the premium payable. We will give You at least 30 days' notice before such change is effected. We may also change any terms and provisions of Your Policy at the end of Your Policy such that the change will be applicable from the next Policy Period. Your continued payment of the premium after we give You notice of any change to Your policy will mean that You accept such change.

### 12. Cancellation

You may cancel this Policy or cover of an individual by submitting the request through Mox app. Cancellations will take effect on the next anniversary. To ensure Your cancellation is processed on or before this date, please submit Your request through the Mox app at least 7 days in advance. If You submit your cancellation request less than 7 days before the upcoming anniversary, it will take effect on the anniversary following the next one.

We may cancel this Policy by giving 7 days' notice in writing by email and notification in the Mox app.



### 13. Arbitration

If any dispute, controversy, difference or claim shall arise 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 (Dispute), such Dispute shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance (Cap. 609). The parties agree to refer to arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the prevailing HKIAC Administered Arbitration Rules. 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 parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the HKIAC.

It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 14. Other Insurance

If a covered loss under this Policy is insured under any other policy, this Policy shall cover such loss, subject to its terms, conditions, exclusions and provisions, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contribution, excess, contingent or otherwise.

### 15. Rights of Third Parties

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

### 16. Sanction Limitation and Exclusion Clause

We shall not cover or be liable to pay any claim or provide any benefit under this Policy if providing such cover, payment of such claim or provision of such benefit would expose Us 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.

## Section 5 - Claims

### Claims Procedure

Immediate notice shall be submitted through the Mox app of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to claim under the Policy a detailed statement in writing describing the occurrence together with supporting documents shall be delivered to Us. We reserve the right to decline any claim if the insured person submits a claim later than thirty days from the date of the occurrence.

- **Death**  
Death certificate or presumed death proclaimed by court (for disappearance case).
- **Permanent Disablement**  
Certificate issued by a Registered Medical Practitioner certifying the diagnosis and degree or severity of disability, medical report with diagnosis and date of diagnosis.
- **Accidental Medical Expenses / Broken Bones**  
Diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certified by a Registered Medical Practitioner, Registered or Listed Chinese Bonesetter or Acupuncturist, and receipt, Hospital bill with itemized list / receipts issued by clinic, leave certificate from a Registered Medical Practitioner; referral letter from a Registered Medical Practitioner for physiotherapy or chiropractor treatment.
- **Hospital Cash Allowance**  
Certification of period of hospitalization diagnosis and treatment, including Insured Person's name, diagnosis and date of diagnosis, certificate by a Registered Medical Practitioner.

Upon Our request, You should provide other necessary supporting document as required.

### Proof of Loss

It is a condition precedent to any liability of Us under this Policy that You shall at Your own expense furnish to Us such information and evidence as We may from time to time reasonably require in the form and of the nature described by Us. We shall be allowed at Our own expense upon giving You reasonable notice arrange and have a medical examination carried out of You or in the case of death upon reasonable notice to Your next of kin, to have a post-mortem examination of Your body carried out. The death shall be established by an official death certificate, or in the event of Your disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming Your death.

## Section 6 - Definitions

1. **Accident or Accidental** - An unforeseen, unexpected and involuntary event which happens by chance.
2. **Activities** - The ability to: (a) feed; (b) dress; (c) bath; (d) use the lavatory; (e) get in and out of bed; and in all cases without assistance. Your ability to carry out the Daily Activities shall be reviewed against a standard of someone who has the similar age and same sex as You.
3. **Benefit** - The cover set out in Section 2 Benefits
4. **Broken Bones** - means a complete break across a bone and must be diagnosed by a Registered Medical Practitioner and supported by X-ray, but excludes greenstick, pathological, avulsion, hairline and stress fractures.
5. **Burn** - Tissue damage caused by heat only which is assessed by a Registered Medical Practitioner to be Third Degree Burn.
6. **Dependent Child(ren)** - Your biological or legally adopted child(ren) who is between the age of 6 months to 17 years of age or up to 25 years of age for an unmarried full time student.
7. **Coma** - a continuous unconscious state for a minimum of 3 consecutive calendar months during which time You are under Hospital Confinement.
8. **Common Carrier** - means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.
9. **Confinement** - The confinement in a Hospital as an inpatient while under the care of a Registered Medical Practitioner for the treatment of an Injury You suffered and in which the Hospital makes a charge for room and board.
10. **Death** - Death resulting directly, solely and independently of any other cause from Injury, by an Accident that occurs during the Policy Period, within 12 months from the date of the Accident.
11. **Estate** - All of Your property and financial assets and liabilities at the time of Your Death according to the jurisdiction of Hong Kong.
12. **Hospital** - An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which (a) has organized facilities for diagnosis, treatment and major surgery; (b) provides 24 hours a day nursing services by registered graduate nurses; (c) is under the supervision of a legally registered and licensed physician; and (d) is not primarily a clinic, a place for custodial care, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
13. **Infectious or Contagious Disease** - means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
14. **Injury** - Bodily injury to You caused solely and directly by Accidental means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through any Accidental cut or wound.
15. **Loss of Limb(s)** - The permanent loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**16. Loss of Speech** – The disability in articulating any 3 of 4 sounds which contribute to the speech such as the labial sounds, the alveololabia 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.

**17. Loss of Use** – Permanent total functional disablement.

**18. Medical Expenses** – Expenses relating to surgery, diagnosis or other remedial attention or treatment recommended by a Registered Medical Practitioner, including those of a physiotherapist or chiropractor, and the cost of prescribed medical supplies and ambulance hire. However, the cost of dental treatment is excluded unless such treatment is for Injury to sound and natural teeth caused by an Accident covered under the Policy.

**19. Natural Disaster** – The forces of nature that incur catastrophic consequences including landslide, lightning, fire, flood, earthquake, volcanic eruption, tsunami or sandstorm.

**20. Permanent Disablement** – The conditions listed in the Compensation Percentage Table at Benefit 1 Accidental Death or Permanent Disablement or as otherwise determined by Us, which resulted directly, solely and independently of other cause from Injury during the Policy Period, which has lasted for an uninterrupted period of 365 days from the date of Injury and at the expiry of the period is beyond hope of improvement and recovery and will continue for the remainder of Your life.

**21. Permanent Total Disablement** – Permanent Disablement which physically entirely and permanently prevents You from engaging in or attending to all duties pertaining to Your usual occupation, profession or business and all other comparable gainful activities for which You are qualified for upon Your education, experience and other faculty, the foregoing being duly certified by at least one legally qualified and Registered Medical Practitioner. In the event that You are unemployed at the time of Injury, it shall mean totally and permanently unable to engage in Your daily activities. Your ability to carry out the Daily Activities shall be reviewed against a standard of someone who has the similar age and same sex as You.

**22. Policy Period** – The period specified in the Policy Schedule and any subsequent period for which the Insured Person shall have paid and We shall have accepted a renewal premium.

**23. Pre-existing Medical Conditions** – Any injury or illness which You have received medical treatment, diagnosis, consultation or prescribed drugs or which symptoms or manifestations have existed whether treatment was actually received, prior to the effective date of the Policy and which You should reasonably be aware of.

**24. Registered Medical Practitioner** – Any person legally qualified and registered with the Government having the jurisdiction in the geographical areas of his practice, to render occidental medical or dental services, but excluding any such person insured under this Policy or any person that is Your spouse, relative or employer or employee.

**25. Registered or Listed Chinese Bonesetter or Acupuncturist** – Any Chinese bonesetter or acupuncturist whose name appears as such on the list of Registered or Listed Chinese Medicine Practitioners as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding any such person insured under this Policy or any person that is Your spouse, relative or employer or employee.

**26. Schedule** – The document attaching to this Policy which sets out Your details, Benefits covered, the level of cover chosen, the Policy Period and the premium of this Policy. It forms a part of and should be read in conjunction with this Policy and any subsequent endorsement(s).

**27. Us** – QBE Hongkong & Shanghai Insurance Limited.

**28. You/Your/Yourself** – The person(s) as described or named in the Schedule or subsequent endorsement(s) if any.

Note: That in the event of differences between the English and Chinese, the English version shall prevail.

## Personal Information Collection Statement

In relation to the personal data collected by [QBE Hongkong & Shanghai Insurance Limited] ("QBE HK"), I/we agree and acknowledge that:

- a. the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- b. the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)
- c. QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
  - i. third parties providing services related to the administration of my/our policy (including reinsurance);
  - ii. financial institutions for the purpose of processing this application and obtaining policy payments
  - iii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
  - iv. another member of the QBE group (for all of the purposes stated in (b)) in any country; or
  - v. other parties referred to in QBE' Privacy Policy for the purposes stated therein
- d. I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:  
QBE Hongkong & Shanghai Insurance Limited  
Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
Email: [info.hk@qbe.com.hk](mailto:info.hk@qbe.com.hk)
- e. That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b), and (c) above.
- f. That in the event of differences between the English and Chinese, the English version shall prevail.

PANMOX-Q-012025



# [意外氣墊] 個人意外保障計畫



**QBE Hongkong & Shanghai Insurance Limited**

**昆士蘭聯保保險有限公司**

昆士蘭保險集團一分子

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## 第 1 部分 – 簡介

本保單由昆士蘭聯保保險有限公司承保。作為一家全球領先的一般保險公司，昆士蘭聯保保險有限公司（在本保單中稱為我們）為企業及個人客戶提供全面的非人壽保險解決方案。昆士蘭聯保保險有限公司屬昆士蘭保險集團一分子，昆士蘭保險集團為一家一般保險及再保險公司，於澳洲證券交易所 (ASX) 上市，總部位於悉尼。昆士蘭保險集團在逾 31 個國家及地區擁有超過 12,000 名員工。

本保單反映希望購買個人意外保險保障的人士的需要及需求。

本保單列明昆士蘭聯保保險有限公司承保的個人意外保障計劃條款，請仔細閱讀。本保單告知受保人（在本保單中亦稱為閣下）保障項目及承保範圍、不保範圍、索償手續，以及閣下需要我們幫助時可以聯絡的相關人員。

閣下應了解本保單保障範圍以及適用的所有條款、條件、限制及不保事項。

閣下應連同保單承保表一併閱讀本保單，並定期查閱承保範圍，確保其內容仍然符合閣下的需求。

倘若閣下對本保單有任何疑問或希望修改本保單內容，請聯絡閣下的持牌保險代理人。

本保單連同保單承保表、申請表及任何批單，組成閣下與我們達成合約的證據，並適用於所選任何一保障級別（基本、標準、優越）。

我們同意向閣下提供本保單所述的保障範圍，前提是，閣下須要到期支付保費，閣下亦須要遵守以及履行保單中與閣下將履行或遵守的任何事情有關的條款、條件及不保事項。

## 第 2 部分 – 保障

### 1. 意外死亡或永久性傷殘

倘若閣下在受保期發生意外導致閣下受傷，受傷原因完全獨立於並不牽涉任何其他原因，並在意外發生之日起 12 個月內導致閣下死亡，我們將向閣下的遺產支付保障列表的所示金額。倘若意外傷害導致除死亡外的永久性傷殘，我們將按保障列表中所示的相應金額按以下賠償比例表中的百份比，向閣下作出賠償。

### 賠償比例表

#### 永久性傷殘

	按保障列表所示金額之 百份比賠付
永久性完全傷殘	100%
喪失肢體（一肢或以上）	100%
喪失雙手，或全部手指及雙手拇指	100%
單目或雙目完全喪失視力	100%
全身癱瘓	100%
完全永久及無法治癒的精神失常	100%
受傷導致永久臥床	100%
單目喪失視力，光感除外	50%
單目喪失眼球晶狀體	50%
喪失單手之四指以及拇指	50%
喪失除拇指外之四指	40%
喪失拇指	
- 兩節指骨	25%
- 一節指骨	10%
喪失食指	
- 三節指骨	10%
- 兩節指骨	8%
- 一節指骨	4%
喪失中指	
- 三節指骨	6%
- 兩節指骨	4%
- 一節指骨	2%
喪失無名指	
- 三節指骨	5%
- 兩節指骨	4%
- 一節指骨	2%
喪失尾指	
- 三節指骨	4%
- 兩節指骨	3%
- 一節指骨	2%
喪失掌骨	
- 第一或第二掌骨（每塊）	3%
- 第三、第四或第五掌骨（每塊）	2%
喪失腳趾	
- 全部	15%
- 腳拇趾，兩節趾骨	5%
- 腳拇趾，一節趾骨	2%
- 除腳拇趾外，如喪失多於一隻腳趾（每隻）	1%
喪失聽覺	
- 雙耳	75%
- 單耳	15%
喪失說話能力	50%

完全及無法挽回地失去上文指明的任何身體功能，應被視為失去該項功能。倘若失去部分上文指明的任何身體功能或在本保單承保的傷害事故發生前的部分殘疾狀況因該傷害事故變為永久性完全傷殘，則應根據我們的決定按賠償金乘以相應的較低百分比作賠償。

如因非上文指明的情況導致身體損傷或喪失功能導致永久性傷殘，我們將根據與指明案例相比傷殘程度的比例進行評估，並不會考慮閣下的專業或職業。

就任何一宗意外應向本保單承保的任何受保人士支付的所有百分比的總和不得超過 100%。倘若已賠付 100%，本保單下閣下的所有保障均應立即失效。少於 100%的所有其他喪失身體功能，倘若已支付，應自意外日期起從保障額度中減去該金額直至保單到期日。

## 二級或三級燒傷

倘若閣下在受保期發生意外，導致閣下受傷且受傷原因完全獨立於並不牽涉任何其他原因，並經註冊西醫證明已導致閣下遭受二級或三級燒傷，我們將按保障列表所示的相應金額按以下列二級或三級燒傷表中的百分比，向閣下作出賠償。

二級或三級燒傷	百分比
50%或以上的身體表面積	100%
27%或以上的身體表面積	40%
18%或以上的身體表面積	30%
9%或以上的身體表面積	15%
4.5%或以上的身體表面積	10%

一旦根據二級或三級燒傷保障應支付索償，閣下有權享有的金額應減去該金額，應付的所有其他索償均應根據已減值限額結算。前提是，在任任何情況下，本保障項下應付的總金額均不超過第一節意外死亡或永久性傷殘項下的保障列表規定的最高限額。

不得就同一意外造成的不止一處燒傷付款，並僅支付適用的最高保障。

## 2. 意外醫療費用

我們會向閣下賠償閣下在受保期遭受傷害且在意外發生後 365 天內產生的合理及必要醫療費用，最高不超過保障列表所示每宗意外的金額為限。

我們亦將向閣下支付按註冊西醫的建議下任何合資格物理治療師及脊醫治療師的治療費用，最高不超過保障列表所示的每宗意外的金額為限。

### 跌打醫師及針灸醫師費用延伸保障

我們會向閣下賠償閣下在受保期遭受傷害且在意外發生後 365 天內產生的合理及必要跌打醫師及針灸醫師費用，最高不超過保障列表所示每次治療及每宗意外的金額為限。

## 條文

就閣下每日每次在任何物理治療師、脊醫、跌打醫師及針灸醫師接受治療，我們會向閣下作理賠，總金額不超過保障列表所示承保最高金額為限。

在任何情況下，本保障項下應付的總金額均不應超過第二部分意外醫療費用項下的保障列表所示的最高限額。

## 3. 24 小時全球緊急援助服務

我們將代表閣下提供下列獲委任的援助服務提供商 (ASP) 支付最高不超過保障列表所示金額：

### a. 緊急醫療護送及/或運返

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下受傷：

- 應根據閣下的身體狀況，以適當及合適方式提供緊急醫療護送，以便安排閣下到最就近設有適當或足夠醫療設施的醫院或診所；及/或
- 倘若閣下的身體狀況許可，則提供緊急醫療運返，以便安排閣下返回香港或閣下出生或永久居住的國家，繼續接受治療。

由 ASP 提供的護送或運返安排應包括但不限於空中救護服務、常規航空運送、道路網絡或任何其他適當的途徑，如有需要，ASP 會委派一名醫生及/或護士在運送過程中陪伴閣下。

### b. 運返遺體

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下死亡，ASP 將：

- 安排將閣下的遺體或骨灰運返香港或閣下原居地並支付所需費用；或
- 賠償閣下於香港境外的殮葬費用，惟費用不能超過本節規定的將遺體運返香港或閣下原居地的所需費用。

### c. 安排無人照顧的兒童返港

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下死亡或需住院治療的傷害，ASP 將安排及支付單程經濟客位機票，將一名或多於一名未滿 16 歲的無人照顧的子女送返香港或其原居地。

### d. 入院保證金

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下需住院治療的傷害，ASP 將按需要安排最高 50,000 港元的入院保證金，以應付閣下產生的醫療費用。除非此等費用的索償屬於本保單第二部分意外醫療費用的保障範圍，否則需由閣下承擔。

### e. 安排親友探望

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下遭受傷害，並需住院超過連續 24 小時，ASP 將為一名家屬或指定人士安排並為其支付一張來回經濟客位機票，以前往醫院照護閣下。該保障應包括任何於合理酒店或同類設施的標準房間住宿費用，上限為每晚 2,000 港元，最高總保障額為 10,000 港元，但不包括餐飲或其他客房服務的費用。

### f. 康復支援

在受保期間，倘若閣下於香港境外旅行時發生意外導致閣下需住院治療的傷害，ASP 將安排並支付閣下在出院後產生的必要及不可避免的住宿費用，以便閣下在住院所在國家康復。該保障上限為每日 2,000 港元，最高總保障額為 10,000 港元。

## 24 小時電話熱線

倘若發生緊急情況，閣下或閣下的代表必須致電 ASP 設於香港的全球緊急援助服務中心，電話 (852) 2862 0138。

閣下或閣下的代表須說明：

- i. 閣下的姓名；
- ii. 閣下的保單號碼；
- iii. 受傷性質；
- iv. 主診醫生的資料（如有）；及
- v. 當時位置及聯絡資料。

### 保障附加條件：

- a. 閣下須與 ASP 合作以便從相關途徑取得所有文件及收據，並協助遵從相關手續，費用由閣下承擔。
- b. 倘若因向閣下提供援助而支付任何款項，ASP 可代替閣下向以下人士收取此等費用：
  - i. 任何在法律上有責任提供協助的第三者，金額上限相等於已付款額；及
  - ii. 任何其他就有關援助事件作出賠償的保險或援助計劃。

## 4. 骨折保障

除本保單承保的任何其他保障外，倘若閣下在受保期間發生意外，導致閣下發生骨折，我們將按保障列表所示相應金額以下列骨折賠償列表中的百分比，向閣下作出賠償。

### 骨折賠償百分比列表

骨折部位	按保障列表金額之百分比
盆骨或髖部	100%
大腿或腳跟	50%
顛骨、鎖骨、小腿、踝關節、手臂、手肘或手腕	40%
下頷	30%
椎骨、肩胛骨、髕骨、胸骨、手、足	20%
上頷骨、顴骨、鼻骨、肋骨、尾骨、腳趾或手指	15%

該保障項目下的賠償應僅限於同一次受傷相關的一處骨折。如閣下在同一次受傷中造成多於一處骨折部位，我們將僅負責最高賠償額。

## 5. 昏迷保障

除本保單承保的任何其他保障外，倘若閣下在受保期間發生意外，導致閣下在 30 日內陷入昏迷，並連續住院至少 3 個月，我們將向閣下支付保障列表所示的額外金額。

## 6. 信用卡保障

除第一部分意外死亡或永久傷殘項目下的任何應賠償外，我們將向閣下或閣下的遺產支付保障列表所示的額外金額，以承保意外發生前閣下的消費所產生的信用卡簽帳之未結帳項。

## 7. 雙倍賠償

倘若傷害是受保人在乘搭購票公共交通工具旅行時意外受傷，我們將支付保障列表所示對第一部分 - 意外死亡或永久性傷殘的 200% 賠償，最高 2,000,000 港元為限。

## 8. 子女教育基金

除第一部分意外死亡或永久傷殘項目下的任何應賠償外，我們將向閣下的遺產支付一筆保障列表所示的額外的一筆過款項，補貼閣下一名或多於一名的受供養子女的教育支出。

## 9. 殮葬費用

除第一部分意外死亡或永久傷殘項目下的任何應賠償外，我們將向閣下的遺產支付一筆保障列表所示的額外的一筆過款項，承保包括土葬或火葬內的殮葬費用。

## 10. 意外住院現金津貼

倘若閣下在受保期間發生意外，導致閣下受到傷害，需在受保期間連續住院至少 24 小時，我們將在閣下住院期間按保障列表項目下支付所示的每日現金保障，最長達到 30 日。

## 11. 父母照顧

倘若在受保人意外死亡後已獲第一部分意外死亡及永久性傷殘賠償，我們亦將均等向受保人受養父母的每一方支付保障列表中所顯示的父母照顧保障。

## 12. 康復費用

倘若閣下在受保期間發生意外，導致閣下受到傷害，直接導致本保單第一部分項目下承保的任何傷殘，並按受保人的主診註冊西醫的建議，需要接受康復訓練，我們將在保險期間報銷向持牌教育機構或醫院會診長達最多六 (6) 個月產生的合理費用，前提是，該等諮詢已經事先獲得我們的書面同意及受保人的主診註冊西醫同意，並受限於保障列表所示關於該保障的保障金額。受保人若想享用本保障，必須先獲賠償永久性完全傷殘保障。

## 13. 配偶再培訓保障

倘若受保人在旅行期間遭遇意外導致死亡及永久傷殘，我們將賠償受保人配偶為以下目的接受培訓或再培訓所產生的實際費用，最高為保障列表所示的最高投保金額：

- a. 獲得具收益性工作；或
- b. 改進其職業前景；或
- c. 使其能夠提高其向受保人提供的照顧品質。

### 保障條文：

保障亦受限於以下各項：

- a. 在該培訓開始時，配偶必須未滿六十五 (65) 歲；及
- b. 培訓必須由具備提供該培訓的合資格技能的認可機構提供；及
- c. 所有該等開支均必須在受保人受到傷害之日起連續十二 (12) 個月內產生。

## 第 3 部分 – 不保事項

本保單不承保直接或間接由以下各項引致的索償，且我們不對此等索償負責：

1. 任何戰爭、侵略、外敵行動、敵對行動（不論是否已宣戰）、內戰、叛亂、革命、軍隊起義或奪權或因前述各項而造成的結果。
2. 閣下參與任何形式的罷工、暴動或內亂。
3. 閣下從事或參與：
  - a. 任何形式之策騎、駕車比賽；
  - b. 職業運動；
  - c. 用供氧設備輔助呼吸之水中活動；
  - d. 在海拔高度 5,000 米以上的地方進行登山運動；
  - e. 飛行或任何空中活動（乘客乘坐具適當牌照之動力飛行器除外）（「乘客」一詞不包括在飛行器上工作的任何空勤人員或技師）。
4. 蓄意自我傷害或自殺（無論是否屬重罪）或任何相關的意圖，不論閣下是否精神失常，或出現心理、神經或精神疾病或異常。
5. 酗酒、或服用非經註冊西醫處方指定之麻醉品或藥物。
6. 人類免疫缺乏病毒(HIV)、愛滋病(AIDS)、愛滋病相關綜合症(ARC)（不論此綜合症以何種方式受感染或命名）。
7. 分娩、懷孕，儘管此等情況可能是由意外加速促成或引發。
8. 已存在的病症、性病、先天異常或畸形。
9. 休養療法或療養院照護或其他類似設施。
10. 整容或整形手術，除非是為糾正本保單承保的傷害。
11. 因包括但不限於核能發電及核子武器所引致的核分裂、核融合或放射性污染而直接或間接引起、與之同時發生或因此產生的索償。此不保事項並不適用於恐怖主義活動所引起的核武襲擊造成的損失。就本不保事項而言，恐怖主義活動指恐怖主義的行為或威脅，包括但不只限於向任何人士或一個或多於一個團體使用武力或暴力，不論是單獨行動或代表或涉及任何一個或多於一個機構或政府，而其性質乃為出於或涉及政治、宗教、思想、種族或類近目的或原因，包括影響任何政府及／或使公眾或任何公眾界別恐慌的意圖。
12. 閣下從事任何形式的體力勞動工作；任何離地 9 米以上高度的工作；作藝人或演員的表演；船員或空勤人員；商業車輛司機；船舶或車輛維修人員；海軍、陸軍或空軍；軍事或武裝部隊；焊工；離岸活動如商業潛水、石油鑽探、開採、搬運炸藥及／或危險化學品。
13. 閣下有任何違法行為或拒捕。
14. 已被世界衛生組織(WHO)歸類為國際關注的突發公共衛生事件的傳染病或接觸性傳染病(PHEIC)。

本不保事項應適用於在任何上述事項宣佈之後提出的索償，但在任何此類宣佈之前，已經由註冊西醫作出相關診斷的情況除外。

本不保事項持續適用，直至世界衛生組織取消或撤銷任何相關國際關注的突發公共衛生事件。

## 第 4 部分 – 一般條款

### 1. 投保資格

要投購本保單，在保單起保時，閣下必須為年齡介乎 18 至 70 歲的 Mox 客戶。受限於本保單的條款及條件，本保單只能續保直到閣下年滿 75 歲，並在其後不可再續保。

### 2. 管轄法律及司法管轄權

本保單應依照香港法律解釋。

### 3. 保單貨幣

閣下或我們需根據本保單支付的任何款項均應以港元計值。閣下可向我們索償閣下招致的任何開支，將按我們選擇的合理匯率兌換為港元。我們概不對閣下可能蒙受的任何匯率損失負責。

### 4. 欺詐

我們概不就任何不誠實、蓄意誇大或欺詐性索賠對閣下負責，並保留向警方報告該行為的權利。

### 5. 續保程序

除非另行規定，否則本保單將自動續保。我們將在保單到期日前至少 30 日前，以電郵向閣下發出續保通知。通知將包括重要的續保詳情，如保費金額及續保期限。

### 6. 保單不可轉讓

本保單不可轉讓，即使我們獲告知本保單受限於任何信託、押記、留置權、讓渡或其他處置，我們仍不受其約束。只要投保人或其法定遺產代理人收到保險賠償，在任何情況下，我們的責任即得到有效解除。

### 7. 應付保障

所有保障均將支付給閣下或承保表中註明的閣下的監護人（倘若閣下未滿 18 歲）。倘若閣下死亡，我們將向閣下的遺產支付保障。

### 8. 多於一份保單

閣下僅可向我們投保一份個人意外保障計劃。倘若閣下在本公司受保超過一份個人意外保單，則我們僅支付其中的最高保障額。

### 9. 合理照護

閣下應以審慎方式行事，採取合理謹慎措施照顧自己，防止發生意外、受傷、疾病、損失或損害。

### 10. 減輕損失

閣下應盡一切合理努力及／或方法，以減低緊急醫療狀況的影響及／或減輕對受保財物之責任及／或任何損失及／或損毀。

### 11. 對保單的修改

我們可修改閣下保單的條款及條件，包括應付保費。我們將在該等變更生效前至少 30 日向閣下發出通知。我們亦可在閣下的保單終止時修改閣下保單的任何條款及條文，變更將自下一保單期限起適用。我們向閣下發出修改閣下保單的通知後，閣下繼續支付保費，即表示閣下接受該變更。

### 12. 取消

閣下可透過在 Mox 應用程式提交申請，取消本保單或對個人的承保。取消將在下個保單周年生效。為確保閣下的取消於該日期或之前得到處理，請提前至少 7 日透過 Mox 應用程式提交閣下的申請。倘若閣下在即將到來的保單周年前 7 日內提交取消申請，取消將在下個保單周年後的保單周年生效。

我們可提前 7 日透過電子郵件及 Mox 應用程式發出書面通知，取消本保單。



### 13. 仲裁

凡因本保單產生或與之相關的任何爭議、爭論、差異或索賠（爭議），包括其存在、效力、解釋、履行、違反或終止，或因本保單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（HKIAC）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。該仲裁條款的法律適用香港法律。仲裁地應為香港。仲裁員人數應為一名。仲裁程序應以英語進行。如果雙方未能就仲裁員的選擇達成一致，則該仲裁員選擇應交由 HKIAC 決定。

本保單明確規定，根據本保單享有任何訴訟權的先決條件為先取得仲裁裁決。倘若本公司卸棄對受保人按照本保單提出的任何索償的責任，且該索償未在有關免責聲明日期起計十二(12)個曆月內按照本保單所載條款提交仲裁，則就各方面而言該索償將被視為已經放棄，往後不能按照本保單作出追討。

### 14. 其他保險

如本保單保障的損失同時受任何其他保單保障，本保單應根據其條款、條件、不保事項及保障條款就該損失提供保障，惟僅限於該損失超逾其他保險作出之賠償的情況，不論該等其他保險是屬於主要保單、分攤保險、超額損失保險、非補償保險或其他類別保險。

### 15. 第三者權利

任何並非本保單一方的人士無權根據《合約(第三者權利)條例》（第623章）或其他適用法律強制執行本保單的任何條款。

### 16. 制裁、限制及不保事項條款

倘若提供本保單下之保障範圍、支付本保單下之索償或提供本保單下之賠償會使我們遭受聯合國決議下之任何制裁、禁令或限制，或遭受歐盟、英國或美國的貿易或經濟制裁、法律或規範，則我們毋須根據本保單承保或負責支付任何有關索償或提供任何有關保障。

## 第 5 部分 – 索償

### 索償程序

在出現任何很可能產生本保單索償的情況後，應透過 Mox 應用程式立即提交通知。在出現任何很可能產生本保單下索償的情況後的三十日內必須向我們提交描述情況的詳細書面陳述，連同證明文件。倘若受保人於情況產生日期起三十日後提交索償，我們保留拒絕任何索償的權利。

- **死亡**  
死亡證明或法院宣佈的推定死亡（對於失蹤案例）。
- **永久性傷殘**  
註冊西醫簽發的證明傷殘診斷及程度或嚴重程度的證明書、附有診斷及診斷日期的醫療報告。
- **意外醫療費用／骨折**  
經註冊西醫、註冊或表列跌打醫師或針灸醫師證明的診斷及治療，包括受保人的姓名、診斷及診斷日期；診所開出的收據、逐項列出的醫院賬單／收據；註冊西醫的病假證明書；註冊西醫就物理治療或脊醫治療師提供的轉介信。
- **意外住院現金津貼**  
住院時長、診斷及治療證明書，其中包括受保人的姓名、診斷及診斷日期、註冊西醫提供的證明。

應我們的要求，閣下應提供所要求的其他必要證明文件。

### 損失證明

我們根據本保單負有責任的先決條件為，閣下應在我們不時合理地要求下，自費提供我們所指格式及性質的有關資料及證據。我們亦應獲許在我們自費並向閣下發出合理通知後，安排閣下及讓閣下接受身體檢查；或倘若閣下身故，則在向閣下的近親發出合理通知後要求剖驗屍體。閣下身故應由正式死亡證證明。倘若在意外後或船艦或飛行器失蹤後未能尋回閣下，則應由法院頒令推定閣下死亡。

## 第 6 部分 – 定義

1. **意外** – 偶然發生的不可預見、意料之外及非自願的事件。
2. **活動** – 在沒有協助的情況下進行以下各項的能力：(a) 進食；(b) 穿衣；(c) 沐浴；(d) 使用洗手間；(e) 上下床。應參照與閣下年齡相仿性別相同的人士的標準審視閣下進行日常活動的能力。
3. **保障** – 第 2 部分保障列出的承保。
4. **骨折** – 指骨頭徹底斷裂，且必須由註冊西醫確診並有 X 光證實，但不包括不完全骨折、病理性骨折、撕裂性骨折、髮絲狀骨折及壓力性骨折。
5. **燒傷** – 指經註冊西醫評估為三級燒傷的僅因高溫而導致的組織受損。
6. **授撫養子女** – 閣下親生或合法收養的一名或多於一名年齡介乎 6 個月至 17 歲的子女，對於未婚全日制學生，最高為 25 歲。
7. **昏迷** – 最少連續 3 個曆月的持續無意識狀態，在此期間閣下在醫院住院。
8. **公共交通工具** – 指由正式持牌定期運載乘客的運輸商所提供及經營的任何巴士、旅遊巴士、的士、酒店專車、渡輪、氣墊船、水翼船、輪船、火車、電車、地下鐵路，以及正式持牌定期運載乘客的航空公司或包機公司所提供及經營的任何飛機，以及任何按固定路線及班次運作的定期機場接駁巴士。
9. **住院** – 閣下必須作為住院病人留住醫院，並接受註冊西醫就受傷或患病之情況進行之治療，而醫院將就病房及膳食收取費用。
10. **死亡** – 在不牽涉任何其他因由的情況下，直接及純粹因在受保期間發生的意外中受傷而造成的死亡，而死亡發生在意外日期之日起計十二(12)個月內。
11. **遺產** – 根據香港司法管轄權，閣下死亡時留下的所有財產及金融資產及負債。
12. **醫院** – 正式構建及註冊為醫院以供護理及治療患病及受傷人士的設施，而該設施：(a) 配備有組織的設施以供進行診斷、治療及大型外科手術；(b) 提供每天二十四(24)小時註冊護士看護服務；(c) 由合法註冊及持牌醫生監督；及(d) 主要業務並非作為診所、監護所、戒酒所或戒毒所、護理院、療養或復康中心、安老院或同類機構。
13. **傳染病或接觸性傳染病** – 能夠透過任何方式由一受感染人士、動物或物種傳染給另一人士、動物或物種的疾病。
14. **受傷** – 指純粹及直接由意外方式對閣下造成人身傷害，但不包括並非透過任何意外割傷或傷口罹患的病症或疾病、細菌或病毒感染造成的身體傷害。
15. **失去肢體** – 指手掌因從手腕之處或之上或腳掌因從腳踝之處或之上實際分離而永久失去肢體。

**16. 失去說話能力** – 指無法發出說話所需的 4 種語音中的 3 種，例如唇音、齒齦音、顎音及軟顎音，或因聲帶完全失去功能或大腦控制語言的中樞受損而導致失語症。

**17. 失去身體功能** – 指永久完全失去身體功能。

**18. 醫療費用** – 與註冊西醫建議的手術、診斷或其他治療性關注或治療相關的費用，包括物理治療師或脊師的費用及處方藥及租用救護車費用，但不包括牙科治療費，除非是為本保單承保的天生健康牙齒意外造成的傷害進行的治療。

**19. 自然災害** – 引致災難性後果的自然力量，包括山泥傾瀉、雷擊、火災、洪水、地震、火山爆發、海嘯或沙塵暴。

**20. 永久性傷殘** – 第一部分意外死亡或永久性傷殘的賠償百份比列表中所述的條件或我們另行釐定的條件，傷殘在不牽涉任何其他因由的情況下，直接及純粹因在受保期間的受傷而造成，並完全獨立於其他原因，已自受傷當日起計持續連續 365 日，在該段時間過後傷殘的狀況改善及康復無望，且與在閣下的餘生持續。

**21. 永久性完全傷殘** – 身體上完全永久阻礙閣下從事或履行閣下慣常職業、專業或業務有關的職責及所有其他可比較收益性活動，而根據閣下的教育、經驗及其他才能閣下合資格履行上述各項內容，上述內容經至少一名具有法定專業資格及註冊的西醫正式證明。如閣下在受傷之時無業，則指閣下完全永久地無法獨自進行日常活動。應參照與閣下年齡相仿性別相同的人士的標準，審視閣下進行日常活動的能力。

**22. 受保期** – 保單承保表中指明的期限及受保人已支付且我們已收到續保保費的任何後續期限。

**23. 已存在的病症** – 任何在本保單生效日期前閣下已接受醫學治療、診斷、諮詢或處方藥或已存在或出現病徵或表徵的受傷或疾病，不論閣下在本保單之生效日期前是否實際接受治療及閣下應合理地應該知悉該狀況。

**24. 註冊西醫** – 指具有法定專業資格及在其執業所在地理區域擁有司法管轄權的政府註冊為西醫，以提供西醫治療或牙科服務，但不包括本身為本保單受保人、閣下的配偶、親屬或其僱主或員工的人士。

**25. 註冊或表列跌打醫師或針灸醫師** – 姓名列於香港中醫藥管理委員會管理的註冊中醫或表列中醫名冊上獲批准及合資格執業的跌打醫師或針灸醫師，但不包括本身為本保單受保人、閣下的配偶、親屬或其僱主或員工的人士。

**26. 保單承保表** – 指隨附於本保單的文件，其列明閣下的詳情、保障項目、所選承保等級、受保期及本保單保費。此文件構成本保單的一部分，並應與本保單及任何後續批單一併閱讀。

**27. 我們** – 昆士蘭聯保保險有限公司。

**28. 閣下** – 承保表或後續批單（如有）所述或指明的人士。

註：本中文譯本僅供參考，若本文件之中、英文版之間意義有分歧，保單的原文及條款應以英文版本為準。



## 個人資料收集聲明

關於昆士蘭聯保保險有限公司（“昆士蘭保險”）收集之個人資料，本人 / 我等同意並承認：

- a. 索取之個人資料對於昆士蘭保險處理本人 / 我等之保險或索償申請乃屬於必需。若未提供此類資料，可能導致無法處理此項申請或索償。
- b. 昆士蘭保險可以將此表格所收集的個人資料用於其網頁 <https://www.qbe.com/hk/zh-hk/privacy-policy>。所載私隱政策當中表明之目的，其中包括承保和管理本人 / 我等正在申請之保險（包括獲得再保險、承保續期、理賠、調查、付款、代位索償以及各種相關目的）。
- c. 昆士蘭保險可為以上 (b) 項指明之目的，將個人資料轉交以下無論是在香港還是在海外之各類人士：
  - i. 提供與本人 / 我等的保險（包括再保險）之管理有關的服務的第三方；
  - ii. 為處理此項申請並獲得保單付款，將個人資料轉交金融機構；
  - iii. 在發生索償時，將個人資料轉交有關的損失理算師、評估師、第三方管理人員、緊急服務提供者、法律服務提供者、零售商、醫療服務提供者和旅行社；
  - iv. 昆士蘭保險集團不論位於任何國家或地區的另一成員（為以上 (b) 項所述各種目的而提供該個人資料）；
  - v. 為昆士蘭保險私隱政策所指的各種目的，將個人資料提供予該私隱政策提及的其他人士。
- d. 本人 / 我等可以查閱或要求更正自己的個人資料（在這兩種情況下均需支付一筆合理費用）。提出有關要求，可經電郵或郵遞方式向以下地址發信：  
昆士蘭聯保保險有限公司 -  
地址：香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓  
電郵：[info.hk@qbe.com.hk](mailto:info.hk@qbe.com.hk)
- e. 若本人 / 我等乃代表另一人士向昆士蘭保險提供個人資料，本人 / 我等已徵得該人士表示同意根據以上 (a)、(b)、(c) 款將其個人資料發放給昆士蘭保險。
- f. 若本文件之中、英文版之間意義有分歧，應以英文版本為準。

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