

個人意外保障



POLICY 保單

WHEREAS The Insured, by a proposal or by giving information which shall all be or become the basis of the contract and be held as incorporated herein has applied to China Pacific Insurance Co. (H.K.) Ltd. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

THIS POLICY WITNESSES that if during the Period of Insurance the Event described herein shall happen to the Insured Person within the Territorial Limit and the Insured Person shall within one year of the happening of the Event thereby suffer any of the Results described herein the Company will subject to the terms Exceptions Conditions and Limits contained herein or endorsed hereon pay to the Insured or his/her duly appointed personal representatives for Compensation specified in the Schedule for such Result.

Personal Information Collection Statement

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; exercising any right of subrogation and may be transferred to any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and any members of the "Federation" by the "Federation" for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by our Company. Requests for such access can be made to our Personal Data (Privacy) Ordinance Compliance Officer.

IMPORTANT NOTICE 請特別注意

1. Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact our servicing staff or your insurance consultant immediately.
 2. According to Insurance Policy Condition, the Insured must immediately notify the Company in writing of any change in the Insured Person's employment, occupation, duties or other pursuits which may result in an increased likelihood of being involved in an accident.
 3. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of **HK\$350** if the Policy is terminated at the request of the Insured.
1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀 / 代理人聯絡。
 2. 根據保單條款，若被保人之職業或工作性質有任何改變，以致增加意外受傷之機會，投保人須立刻以書面通知本公司。
 3. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣**350元**正保費。

DEFINITION

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever and wherever it appears. By this Policy

1. **Chinese Bonesetter Treatment Expenses** means fees and charges necessarily and reasonably incurred for medical professional services of a fully qualified and registered Chinese Bonesetter or Acupuncturist carrying on business and having its services provided in Hong Kong.
2. **Event** means bodily injury caused solely and exclusively by violent accidental external and visible means which injury shall independently of any other cause be the sole and exclusive cause of any of the Results.
3. **Hong Kong** means Hong Kong Special Administrative Region.
4. **Insured** means the Insured whose name is specified in the Schedule.
5. **Insured Person** means the person whose name is specified in the Schedule as Insured Person.
6. **Medical Expenses** means medical surgical hospital and nursing fees or charges necessarily and reasonably incurred within 12 months of the happening of the Event provided that all such fees or charges are necessarily and reasonably incurred for medical professional services of a fully qualified and registered medical practitioner physician surgeon or nurse.
Medical Expenses do not include any fees or charges incurred for services of any kind from a Chinese Bonesetter or Acupuncturist.
7. **Period of Insurance** means the period stated in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
8. **Territorial Limit** means Worldwide unless otherwise specified in the Schedule

RESULTS AND COMPENSATION

RESULTS (Only applicable when specified in the Schedule)	COMPENSATION
A. Death	A. The Compensation specified in the Schedule.
B. Permanent loss or disablement as specified in the table below	B. A sum equal to a percentage of the Compensation specified in the Schedule. The percentage payable will be in accordance with the Compensation Percentage set out in the table below of this Policy against the Result under Scale 1 or Scale 2 as specified in the Schedule but not exceeding in all 100%.
C. Medical Expenses	C. Reimbursement up to but not exceeding the amount of Compensation specified in the Schedule in respect of any one Event.
D. Chinese Bonesetter Treatment Expenses	D. Reimbursement up to but not exceeding HK\$150 per visit per day and also not exceeding HK\$1,000 in respect of any one Event and HK3,000 in respect of any one Period of Insurance
E. Extra Children Cover	E. Cover the Insured's child(ren) between the age of 3 and 17 in respect of Result A or B up to a maximum amount of HK\$300,000. Provided that if compensation has been paid in respect of the same Event under similar extension of any other (<i>Product Name to be inserted</i>) policy effected by this Company, no compensation shall be payable under this extension.

RESULT B

When Result B is insured the Scale applicable will be stated in the Schedule and the compensation payable will be the appropriate percentage stated hereunder under Scale 1 or Scale 2 as appropriate of the Compensation specified in the Schedule against Result B but not exceeding in all 100%.

RESULTS	COMPENSATION PERCENTAGE	
	SCALE 1	SCALE 2
1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	} 100%	100%
2. Total and permanent loss of all sight in one or both eyes		
3. Total loss by physical severance or total and permanent loss of use of		
(a) one or two limbs		
(b) one or both hands		
(c) arm above the elbow		
(d) arm at or below the elbow		
(e) leg above the knee		
(f) leg at or below the knee		
4. Total and permanent loss of		
(a) sight in one eye except perception of light	NIL	50%
(b) lens of one eye	NIL	50%
5. Total loss by physical severance or total and permanent loss of use of		
(a) thumb and four fingers of one hand	NIL	50%
(b) four fingers of one hand	NIL	40%
(c) thumb (both phalanges)	NIL	25%
(d) thumb (one phalanx)	NIL	10%
(e) index finger (three phalanges)	NIL	15%
(f) index finger (two phalanges)	NIL	8%
(g) index finger (one phalanx)	NIL	4%
(h) middle finger (three phalanges)	NIL	10%
(i) middle finger (two phalanges)	NIL	4%
(j) middle finger (one phalanx)	NIL	2%
(k) ring finger (three phalanges)	NIL	8%
(l) ring finger (two phalanges)	NIL	4%
(m) ring finger (one phalanx)	NIL	2%
(n) little finger (three phalanges)	NIL	6%
(o) little finger (two phalanges)	NIL	3%
(p) little finger (one phalanx)	NIL	2%
(q) all toes of one foot	NIL	17%
(r) great toe (two phalanges)	NIL	5%
(s) great toe (one phalanx)	NIL	2%
(t) any other toe	NIL	3%
6. Total and permanent loss of		
(a) hearing in both ears	NIL	75%
(b) hearing in one ear	NIL	15%
(c) speech	NIL	50%
7. Third Degree Burns which cover more than		
(a) 30% of the entire body surface or	NIL	40%
(b) 15% of the entire body surface	NIL	30%
8. Any permanent partial disablement not specified above other than loss of sense of taste or smell, whether total or partial	NIL	See Below

RESULT B8 - SCALE 2

Such percentage to be assessed by the Company as in the absolute and conclusive opinion of the Company's own appointed or designated medical advisers is not inconsistent with the percentages specified (in scale 2) above and Scale 1 applies to item 1 to 7 of Result B without regard to the Insured Person's employment or occupation.

Compensation shall not be payable for:

- (a) more than one of Results A or B2 or B3(a) to B3(f) inclusive and when one of those Results as aforesaid shall give rise to compensation payable, any compensation, if any, that may otherwise be payable for any or more or all of Results B1, B4, B5, B6, B7 and B8 caused by the same Event or for any of the Results caused by any subsequent Event shall not be payable.
- (b) Result C or D if there is any other insurance in force or if the Insured is entitled to indemnity from any other source provided that the Company shall not be relieved of liability under this Result in so far as any excess which would be payable by the Insured and/or the Insured Person under such other insurance or indemnity had this Policy not been effected is concerned.
- (c) any specific Result where greater compensation is payable for a Result which includes such specific Result.

Compensation payable in respect of Result 7(a) and (b) shall only be alternative and not in addition to each other and when compensation under Result 7(a) shall be payable, compensation under Result 7(b) shall not be payable and vice versa.

EXTRA BENEFITS

1. Double Indemnity for specified Event

The Compensation payable under Result A - Death shall be increased by 100% of the amount stated in the Schedule or HK\$2,500,000 whichever is the lesser if such Result is consequent upon an Event happening to the Insured Person whilst he/she is:-

- (a) travelling as a fare-paying passenger on board one of the following public common carriers licensed to carry passenger:
 - underground railway, railway train, tram car, taxi, public bus, ferry or scheduled airlines or;
- (b) being shot and killed as an innocent victim in a gun battle between the police and the criminal or;
- (c) being an innocent victim of fire within any residential building.

2. Hospital Confinement Allowance

In the event of the Insured Person being confined in Hospital for more than 3 consecutive days for treatment of injury for which Compensation under Result A, B or C is payable, a weekly cash allowance of HK\$1,000 per week is payable for such period of confinement commencing from the 4th day of such confinement. The Company shall not pay for the first 3 days of such confinement and the maximum amount payable under this extension shall not exceed HK\$10,000 during each Period of Insurance. If the period of confinement is less than a week, the compensation will be paid on pro-rata basis. For the purpose of this extension, Hospital means an establishment duly registered as a hospital for the care and treatment of sick and injured persons as bed paying patient and which

- (a) has facilities for diagnosis and surgery;
- (b) provides 24 hours a day nursing services by registered nurses;
- (c) is under the supervision of a physician;
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home; a home for the aged or similar establishment.

3. International Assistance Service

(A) Service Provider: Inter Partner Assistance Hong Kong Limited (hereinafter called "IPA")

(B) Definition (applicable to additional benefit only)

"Assistance Event" means any event or occurrence with respect to an Insured Person who is entitled to receive Assistance pursuant to this Benefit, occurring within the territorial limit set forth in Duration of Cover and Limitations.

"Emergency" means a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

"Country of Residence" means Hong Kong.

(C) Duration of Cover and Limitations

The benefits mentioned hereunder are granted during the period of validity of the Policy and apply worldwide outside the Country of Residence of the Insured Person.

(D) Emergency Assistance Services and Benefits

If the Insured Person suffers bodily Injury outside his Country of Residence which arises out of and in the course of his journey, or during his period of expatriation provided that such journey or period of expatriation is not undertaken against the advice of the physician, and/or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following emergency assistance services and benefits are available directly from IPA without reimbursement of any such expenses incurred or paid directly by the Insured Person.

(E) Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may telephone the nearest IPA's alarm center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for personal assessment and IPA will assist the Insured Person in making the medical appointment. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from IPA.

24 Hours Emergency Assistance Hotline : 852-2861-9296

(F) Medical Evacuation

Should the Insured Person suffer from Bodily Injury such that IPA's medical team and the attending physician recommend hospitalization in a or another medical facility where the Insured Person can be suitably treated from a medical viewpoint, IPA will arrange and pay for the transfer of the Insured Person into one of the nearest hospital and, if necessary, on medical grounds :

The transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Illness. or

The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his permanent residence, if his medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

(G) Repatriation After Treatment

Following the Medical Evacuation if continuous medical treatment is deemed necessary, IPA will arrange and pay for the repatriation of the Insured Person to the hospital of his Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to IPA. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and IPA's Alarm Center under constant medical supervision.

(H) Repatriation of Mortal Remains/Ashes

Upon the death of a Insured Person, IPA will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and pay up for:

- (i) the repatriation of the Insured Person's body or ashes to the Insured Person's place of burial in the Insured Person's place of Permanent Residence; or
- (ii) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that IPA's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

(I) Travel Information

The Insured Person may contact IPA to obtain the following information and services before starting or during his journey.

- Update Immunizations and Vaccinations Requirement and Needs
- Weather Information Worldwide
- Airport Taxes
- Customs Requirements
- Passport and Visa Requirements
- Consulate and Embassies addresses and contact numbers
- Exchange Rates
- Banking days
- Language Information
- Arrangement of Interpreter Services
- Arrangement of Children Escort
- Transmission of Urgent Messages in case of Emergency

(J) Legal assistance

Worldwide Referral of Lawyers and Solicitors Firms

(K) Compassionate Visit

In the event of the Insured Person suffering from Bodily Injury resulting in hospital confinement outside his Country of Residence for more than 7 (Seven) consecutive days, IPA will arrange and pay for the cost of a return ticket of a scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from the Insured Person's Country of Residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200.- per day for a maximum period of 7 consecutive days, but excluding the cost of drinks, meals and other room services.

(L) Return of Unattended Dependent Child(ren) to Country of Residence

If any of the Insured Person's travelling dependent child(ren) under 16 years of age is left unattended by reason of the Insured Person's Bodily Injury resulting in hospital confinement outside his Country of Residence, IPA will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child(ren) to return to his home in the Insured Person's Country of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to IPA

(M) Deposit Guarantee of Hospital Admission

In case of hospital admission duly approved by both the attending physician and IPA's Alarm Centre doctor and the Insured Person is without means of payment of the required hospital admission deposit, IPA will on behalf of the Insured Person guarantee or provide such payment up to HK\$65,000.-. IPA will require valid credit authorization prior to advancement of funds for such admission, as appropriate. The costs of this benefit should be reimbursed by the Insured Person to IPA within one month without any interest.

(N) General Obligation of IPA under International Assistance Service

In the event of a Bodily Injury resulting in hospitalization of the Insured Person, the Insured Person or his representative, where possible, shall contact any office of IPA within 3 days of days of the occurrence of such Emergency or any complication directly relating to such Emergency. In the absence of such notice, IPA will not be held responsible.

IPA's medical team or other representative shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance.

(O) Subrogation under International Assistance Service

- i) It is noted and agreed that the primary purpose of these assistance benefits is the provision of services to Beneficiaries when involved in a medical emergency.
If the services provided by IPA are covered in whole or in part by an insurance policy or other health plans, IPA shall only be responsible for those costs which cannot be recovered by the Insured Person under the said insurance policy or health plans.
- ii) Any portion of an Insured Person's travel ticket which is unused following the provision of services is to be surrendered to IPA.
- iii) IPA may at any time and at their own expense take proceedings in the name of the Insured Person to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of services under this assistance program.

(P) Limitation & Exclusion under International Assistance Service

1. Services rendered without the authorization and/or intervention of IPA.
2. Services made by any party other than IPA for which no charge is usually made.
3. Medical treatment administered by relatives whether qualified or not.
4. Costs which would have been payable if the event giving rise to the intervention of IPA had not occurred.
5. Any expense more specifically covered under any insurance policy.
6. Cases of minor illness or injury which in the opinion of the IPA Physician can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work.
7. Expenses incurred where the Insured Person in the opinion of the IPA Physician is physically able to return to his/her Principal Country of Residence sitting as a normal passenger and without medical escort, unless deemed necessary by the IPA Physician.
8. Situation in which the Insured Person was under medical treatment at the time of commencing his/her journey and the costs concerned were relevant to that treatment, or if the said journey was undertaken against doctor's orders or advice.
9. Pre-existing Illness or disabilities.
10. Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism; communicable diseases requiring law isolation or quarantine.
11. Injuries arising directly or indirectly from war, declared or undeclared, strike, riot, revolution or any warlike operation.
12. Pregnancy and Maternity.
13. Injuries arising directly or indirectly as a result of participation in any professional and dangerous sports.
14. Injuries sustained contracted as a result of participation in illegal acts.

EXCEPTIONS

This insurance shall not apply to any Event consequent upon

1. (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power: or
(b) any act of terrorism.
For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or 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.
This Exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.
If the Company alleges that by reason of this exception, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.
2. (a) biological or chemical contamination
(b) missiles, bombs, grenades, explosives
due to any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or 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.
For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.
3. riot or strike;
4. suicide or intentional self-injury;
5. air travel except the Insured Person being a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airport;
6. the Insured Person engaged in motor cycling (as driver or passenger), winter sports (other than skating), mountaineering or rock climbing necessitating the use of ropes or guides, parachuting, hang-gliding, underwater activities necessitating the use of breathing apparatus, any kind of racing other than on foot or swimming, trial of speed or reliability or any sports in a professional capacity;
7. the Insured Person being affected (temporarily or otherwise) by alcohol or drug;
8. the Insured Person being air crew or ship crew;
9. the Insured Person's engagement in the services with the armed forces of any country;
10. pregnancy or childbirth or pre-existing physical or mental defect or infirmity;
11. (a) nuclear weapon material;
(b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

1. Identification

This Policy the Schedule and the Emergency Assistance Service Benefits Agreement annexed hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Emergency Assistance Services Benefits Agreement (in the last case, in so far as the context permits or allows) shall bear such specific meaning wherever it may appear.

2. Change of circumstances affecting insurance

The Insured shall give immediate written notice to the Company as soon as he/she is aware of any change or possible change in his/her business or in the employment or occupation or duties or pursuits of the Insured Person and pay any additional premium that may be required by the Company and before each renewal of the insurance shall give written notice to the Company of any injury or disease or physical or mental defect or infirmity with which the Insured Person has been or is affected or is or will be likely to be affected.

3. Notice of Claim

Written notice shall be given to the Company as soon as possible but in any case within 30 days of the happening of any Event. Time shall be of essence in this policy.

4. Evidence of Claim

All certificates and information and evidence which the Company shall in its sole and absolute discretion shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall in its sole and absolute discretion prescribe. The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense.

The Company shall in the case of the death of the Insured Person be entitled to have a post-mortem examination at its own expense or require a post-mortem examination report from the person making a claim for any compensation payable hereunder or both.

5. Exposure and Disappearance

Death, loss or disablement caused by exposure directly resulting from a mishap to an aircraft or vessel in which the Insured Person is travelling under such circumstances as would otherwise be covered hereunder shall be deemed accidental bodily injury for the purpose of this insurance. If the body of the Insured Person has not been found within two years after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss resulting from bodily injury caused by an Event covered by this policy at the time of such disappearance, sinking or wrecking as aforesaid.

6. Non-Assignment

The Company shall not be bound to notice or be affected in any way by any notice of trust charge or alienation relating to this Policy and the receipt of the Insured or his legal personal representatives shall in all cases including those cases whereby the Company had actual or constructive notice of any trust charge or alienation as aforesaid effectively fully and finally discharge the Company.

7. Compensation payable to named beneficiary

In the event of the death of the Insured in circumstances giving rise to a valid claim under this Policy, Compensation may be payable to the Beneficiary, if any, named in the Schedule whose discharge to the Company in respect of such payment shall be a full and binding discharge to the Company.

8. Renewal

This Policy is renewable from year to year by mutual agreement between the Insured and the Company (which agreement shall be in writing) but in any case will be subject to review or revision at the end of the Period of Insurance during which the Insured Person attains 65 years of age. The Company shall be entitled not to renew this Policy without giving any reason whatsoever.

9. Cancellation

The Company may cancel this Policy at any time during the Period of Insurance by sending at least 7 days prior notice by way of Notice of Cancellation to the Insured at his/her last known address. The Insured will be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may cancel this Policy by sending written notice to the Company. Provided no claim has been made during the current Period of Insurance, the Insured shall be entitled to a return of premium less the premium calculated at the Company's customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$390 to be retained by the Company.

Period of Insurance already covered		Refund Premium
Not Exceeding	1 month	90% of premium paid
	2 months	80% of premium paid
	3 months	70% of premium paid
	4 months	60% of premium paid
	5 months	50% of premium paid
	6 months	40% of premium paid
	7 months	30% of premium paid
	8 months	20% of premium paid
	9 months	10% of premium paid
	Over 9 months	No refund

10. Arbitration

- (a) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two(2) Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 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.
- b) The Company shall be entitled at anytime whether before or after the commencement of any arbitration proceedings contemplated herein, at its sole and absolute discretion, veto the applicability of Clause 10(a) hereof by giving notice, taking effect either forthwith or at any time as may be stipulated by the Company in such notice, to the Insured and/or the Insured Person whereupon the Company and the Insured and/or the Insured person shall be entitled to proceed with legal proceedings in court and any arbitration proceedings, if already commenced at the time of such notice, shall cease and of no effect whatsoever unless an award by the arbitrator or arbitrator(s) or umpire, as the case may be, shall have been published and sent to and actually received by the parties before the serving of such notice.

11. Governing Laws

This Policy is subject to the exclusive jurisdiction of Hong Kong and to be construed according to the laws of Hong Kong Special Administrative Region.

12. Observance of Conditions

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured or by any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any claimant under this Policy and the truth of the statements and answers in the said proposal or information shall be conditions precedent to any liability of the Company to make any payment under this Policy.

13. Notice

Any demand or notice by the Company hereunder shall, without prejudice to any other effective mode of giving or making the same, be deemed to have been sufficiently given or made hereunder on the Insured or the Insured Person if posted to or left at the registered office or last known business or residential address of the Insured or the Insured Person in Hong Kong and shall be conclusively deemed to have reached the Insured or the Insured Person within 24 hours of posting or upon actually being left at such address, and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted or properly left as the case may be.

END

SAMPLE

Underwriting Agent:



聯誠保險管理顧問有限公司
UNION FAITH INSURANCE ADVISOR LIMITED

ROOM 702-4, 7/F., TOWER 1, CHEUNG SHA WAN PLAZA,
833 CHEUNG SHA WAN RD, LAI CHI KOK, KOWLOON
九龍荔枝角長沙灣道833號長沙灣廣場第一期7樓702-4室
TEL 電話: 2802 3138 FAX 傳真: 2824 2781

Underwriter:



中国太平洋保險
China Pacific Insurance

中國太平洋保險(香港)有限公司
China Pacific Insurance Co.,(H.K.) Ltd.

SUITE 4301, 43/F., CENTRAL PLAZA, 18 HARBOUR ROAD,
WANCHAI, HONG KONG

香港灣仔港灣道18號中環廣場43樓4301室
TEL 電話: 2541 4338 FAX 傳真: 2541 4332
WEBSITE 網址: <http://www.cpic.com.cn>