



兆豐產物保險股份有限公司

Chung Kuo Insurance Company, Limited

兆豐產物船舶保險 -

附加 Lloyd's K(A) Form 條款

保單條款

免費申訴電話 0800-053588

K (A)

95.12.20 兆產(95)備字第 0717 號

Form approved by Lloyd's
Underwriters' Non-Marine
Association.



LLOYD'S ACCIDENT POLICY

Whereas the Assured with a view to effecting an insurance as hereinafter defined with Us who have hereunto subscribed our Names (hereinafter called the "Underwriters") has made or caused to be made by each Insured Person mentioned in the Schedule of Insured Persons (hereinafter called an "Insured Person") a written proposal which proposal together with any statements, warranties or declarations contained therein shall be deemed to be incorporated herein and to form the basis of the contract and has paid to Us the premium as stated in the Schedule, the receipt of which premium is hereby acknowledged,

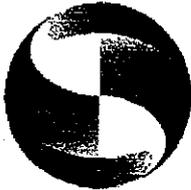
And Whereas the name and address of the said Assured, the amount of the premium and geographical limits and period or periods within which this Insurance shall remain in effect are specified overleaf together with the name, address, occupation and date of birth of each Insured Person, the date of the written proposal and the capital sum insured,

WE THE UNDERWRITERS hereby agree with the Assured, to the extent and in the manner herein provided, that if an Insured Person shall sustain any bodily injury as herein defined we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Compensation overleaf after the total claim shall be substantiated under this Insurance.

PROVIDED ALWAYS THAT:—

1. Compensation shall not be payable in respect of the consequences of one accident to any one Insured Person.
 - (a) under more than one of the items of the Schedule of Compensation, except for any compensation payable hereunder in respect of temporary partial disablement preceding or following temporary total disablement, or
 - (b) until the total amount thereof has been ascertained and agreed.If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident.
2. The total sum payable under this Insurance in respect of any one or more accidents to any one Insured Person shall not exceed in all in any one period of insurance the largest sum insured in respect of that Insured Person under any one of the items contained in the Schedule of Compensation or added to this Insurance by endorsement in respect of that Insured Person, except that the Underwriters will in addition pay Medical Expenses as herein provided.
3. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and medical expenses, in respect of any accident which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an accident involves the death of the Insured Person within one year following the date of the accident, and prior to the definite settlement of the compensation for disablement, there shall be paid, instead of the compensation provided for disablement under Items 2 to 7 of the Schedule of Compensation, the compensation provided for in the case of death.

3F, 58, Wu-Chang Street, Sec. 1, Taipei, Taiwan 100, R.O.C
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Now know Ye That We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay in respect of claims which shall be substantiated under this Policy and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total liability hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

DEFINITIONS

In this Insurance:—

1. "BODILY INJURY" means bodily injury which
 - (a) is sustained by the Insured Person during the period of the insurance,
 - (b) is caused by an accident, and
 - (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of the Insured Person within twelve calendar months from the date of the accident.
2. "ACCIDENT" includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
3. "TEMPORARY TOTAL DISABLEMENT" means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
4. "TEMPORARY PARTIAL DISABLEMENT" means disablement which prevents the Insured Person from attending to a substantial part of his business or occupation.
5. "PERMANENT TOTAL DISABLEMENT" means disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.
6. "LOSS OF A LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
7. "MEDICAL EXPENSES" means expenses necessarily incurred by an Insured Person, or by the Assured in respect of an Insured Person, for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
8. "AIR TRAVEL" means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
9. Words in the masculine gender shall include the feminine.

EXCLUSIONS

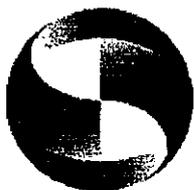
This Insurance does not cover death or disablement directly or indirectly resulting from or consequent upon

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. the Insured Person engaging in or taking part in
 - (a) naval, military or air force service or operations,
 - (b) winter sports (other than skating and curling)
 - (i) at any winter sports resort, or
 - (ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland,
 - (c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race,
 - (d) driving or riding on motor cycles or motor scooters other than mopeds;
3. the Insured Person engaging in air travel, except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
4. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
5. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;
6. the Insured Person being under the influence of alcohol or drugs.

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CONDITIONS

1. If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Insurance without the Assured first notifying the Underwriters and obtaining their written agreement to the amendment of the Insurance (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any accident arising out of or in the course of such occupation.

2. If the consequences of an accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

3. Immediate notice must be given to the Underwriters of any accident to an Insured Person which causes or may cause disablement within the meaning of this Insurance, and an Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Immediate notice must be given to the Underwriters in the event of the death of an Insured Person resulting or alleged to result from an accident.

In no case will the Underwriters be liable to pay compensation to the Assured or his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of an Insured Person.

4. Any fraud, mis-statement, or concealment by an Insured Person if unknown to the Assured either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question, but any such fraud, mis-statement or concealment by or known to the Assured shall render this whole Insurance null and void and all claims hereunder shall be forfeited.

SCHEDULE OF COMPENSATION

This Insurance covers in respect only of such of the following benefits as have an amount (or a percentage of the Capital Sum Insured) inserted against them

Note :—The words "not covered" are to be inserted against all benefits which are not insured.

1. Death	100%
2. Total and Irrecoverable loss of sight of both eyes	100%
3. Total and Irrecoverable loss of sight of one eye	100%
4. Loss of two limbs	100%
5. Loss of one limb	100%
6. Total and Irrecoverable loss of one eye and loss of one limb	100%
7. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	100%
8. Temporary Total Disablement	NOT COVERED per week during such disablement but not beyond weeks from the date on which the Insured Person first became disabled.
9. Temporary Partial Disablement	NOT COVERED per week during such disablement but not beyond weeks from the date on which the Insured Person first became disabled.

MEDICAL EXPENSES :—

Medical Expenses incurred in respect of Item 8 or 9 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such Medical Expenses the Assured shall recover any payment under any other insurance, the Underwriters hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Item 8 or 9 hereof.

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