



兆豐產物船舶保險 – Lloyd's Accident Policy K(A) Form NMA 2713/4, Scale E Benefits 1-7, Continental Scale & Medical Expense Clause LSW726

IMPORTANT NOTICE.

THIS INSURANCE DOES NOT PROVIDE SICKNESS OR DISEASE INSURANCE.
IF THE INSURED PERSON SHALL ENGAGE IN ANY OCCUPATION SPORT OR
PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE THEY SHOULD
DISCLOSE IT.

We The Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Insured Person sustains **Bodily Injury** caused by an **Accident**, we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided always that:

1. a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, and
b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident**.
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 the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

DEFINITIONS

In this Insurance:

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



- a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
- b) **disappearance**. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
3. **'TEMPORARY TOTAL DISABLEMENT'** means disablement which entirely prevents the Insured Person from attending to their business or occupation.
4. **'TEMPORARY PARTIAL DISABLEMENT'** means disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
5. **'PERMANENT TOTAL DISABLEMENT'** means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
6. **'LOSS OF A LIMB'** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

EXCLUSIONS

This Insurance does not cover death or disablement in any way caused or contributed to by

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. radioactive contamination;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. the Insured Person engaging in flying of any kind other than as a passenger;
5. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
8. the Insured Person's own criminal act;
9. the Insured Person being under the influence of alcohol or drugs.

CONDITIONS

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without the Assured first notifying the Underwriters and obtaining their written agreement to the inclusion under this Insurance (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.



2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.
3. Notice must be given to the Underwriters as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.
All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.
4. Any fraud, concealment, or deliberate mis-statement 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, concealment, or deliberate mis-statement by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

SCALE OF PERMANENT DISABILITIES

The percentage of the Sum Insured under Benefit 7b) in respect of permanent disabilities shall be as follows:-

Head

Complete deafness of both ears of traumatic origin	100%
Removal of the lower jaw	100%
Loss of speech	100%
Loss of osseous substance of the skull in all its thickness:	
surface of at least 6 sq. cm.	40%
surface of 3 to 6 sq. cm.	20%
surface of less than 3 sq. cm.	10%
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40%
Complete deafness of one ear	30%

Upper Limbs

	<u>Right</u>	<u>Left</u>
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%
Total paralysis of the circumflex nerve	20%	15%
Shoulder ankylosis	40%	30%
Elbow ankylosis:		
in favourable position (15 degrees round the right angle)	25%	20%
in unfavourable position	40%	35%



Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	30%
Total paralysis of the median nerve	45%	35%
Total paralysis of the radial nerve at the torsion cradle	40%	35%
Total paralysis of the forearm radial nerve	30%	25%
Total paralysis of the hand radial nerve	20%	15%
Total paralysis of the cubital nerve	30%	25%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%	15%
Anchylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30%	25%
Total loss of thumb	20%	15%
Partial loss of thumb (ungual phalanx)	10%	5%
Total anchylosis of thumb	20%	15%
Total amputation of forefinger	15%	10%
Amputation of two phalanges of forefinger	10%	8%
Amputation of the ungual phalanx of forefinger	5%	3%
Simultaneous amputation of thumb and forefinger	35%	25%
Amputation of thumb and a finger other than forefinger	25%	20%
Amputation of two fingers other than thumb and forefinger	12%	8%
Amputation of three fingers other than thumb and forefinger	20%	15%
Amputation of four fingers including thumb	45%	40%
Amputation of four fingers excluding thumb	40%	35%
Amputation of the median finger	10%	8%
Amputation of a finger other than thumb, forefinger and median	7%	3%
Lower Limbs		
Partial loss of foot (sub-ankle-bone disarticulation)		40%
Partial loss of foot (medio-tarsal disarticulation)		35%
Partial loss of foot (tarso-metatarsal disarticulation)		30%
Complete paralysis of the external popliteal sciatic nerve		30%
Complete paralysis of the internal popliteal sciatic nerve		20%
Complete paralysis of two nerves (popliteal sciatic external and internal)		40%
Anchylosis of the hip		40%
Anchylosis of the knee		20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)		60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg		40%
Loss of osseous substance of the knee-pan while the movements are preserved		20%
Shortening of the lower limb by at least 5 cm.		30%
Shortening of the lower limb by 3 to 5 cm.		20%
Shortening by 1 to 3 cm.		10%



Total amputation of all the toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.

Permanent disabilities not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total "functional" disablement, not specifically dealt with in the Schedule of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed 100% of the Capital Sum Insured.

If the Insured Person is left-handed the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

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DEFINITION OF OCCUPATIONAL RISKS:

"While an Insured Person is carrying out their occupational duties for the Insured and at any time while an Insured Person is on the Assured's Vessel.

While an Insured Person is travelling between their place of residence and place of work where the travel is at the expense of the Assured.

While an Insured Person is travelling between their places of work where the travel is at the expense of the Assured.

While an Insured Person is on board the vessel including boarding and alighting".

DEFINITION OF ON BOARD RISKS:

"To cover Insured Persons being passengers of the assured whilst they are on board of the vessel including boarding and alighting".



MEDICAL EXPENSES (ACCIDENT) ENDORSEMENT

(for use in conjunction with KA Form)

It is hereby understood and agreed that the Medical Expenses provision appearing at the foot of the Schedule of Compensation is deemed to be deleted and replaced by the following:

MEDICAL EXPENSES

Medical Expenses incurred within twelve months of the date of an Accident in respect of accidental Bodily Injury sustained by an Insured Person during the period of this Insurance will be paid in addition by the Underwriters up to but not exceeding **15%** of the capital sum insured excluding the first **NT\$1,650.00** of each and every claim.

However, if in respect of such Medical Expenses the Assured or the Insured Person 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 the limit expressed above.

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DEFINITION OF ACCIDENT EVENT

The term "accident event" as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any "accident event" so defined shall be limited to 72 consecutive hours and within a 10 miles radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".

The Assured may choose the date and time when such period of consecutive hours commences and also the specific 10 miles radius determining an "accident event".

If any event is of greater duration than the above period, the Assured may divide that event into two or more "accident events", provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Assured arising out of the event.