



兆豐保險  
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## 兆豐產物船舶保險-Lloyd's K(A) NMA2712 (I)



# Lloyd's Accident Policy

**Whereas** the Assured, with a view to effecting an insurance as hereinafter provided with the Underwriters (as defined below), has presented from each Insured Person mentioned in the Schedule of Insured Persons (hereinafter called "the Insured Person") a separate proposal upon which the Underwriters have determined their terms and conditions.

**We, Underwriting Members** of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as "the Underwriters"), hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against **Bodily Injury** in the manner and to the extent hereinafter provided.

**The Underwriters** hereby bind themselves severally and not jointly, each for his own part and not one for another and therefore each of the Underwriters (and their Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any amounts payable hereunder. The identity of each underwriting member of the syndicates shown in the Table and the amounts of their respective shares may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office quoting the Lloyd's Policy Signing Office number and date shown in the Table.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.



LLOYD'S POLICY SIGNING OFFICE  
General Manager

**K(A)** NMA 2712 (08.03.99) Form approved by Lloyd's Underwriters' Non-Marine Association Ltd]



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Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance

### 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**.



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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 Immunodeficiency 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.



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### 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.



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傷殘等級給付表

永久性全部或部份傷殘依據下列保額之百分比賠付:

永久性之全部傷殘		
雙目完全失明	100%	
完全不治之神經錯亂	100%	
雙臂或雙手喪失	100%	
創傷性之雙耳全聾	100%	
下顎之移位	100%	
喪失語言能力	100%	
乙臂及乙腿喪失	100%	
乙臂及乙足喪失	100%	
乙手及乙足喪失	100%	
乙手及乙腿喪失	100%	
雙腿喪失	100%	
雙足喪失	100%	
永久性之部份傷殘		
頭部		
腦部骨質之喪失 -		
至少 6 平方公分	40%	
3 至 6 平方公分	20%	
少於 3 平方公分	10%	
下顎或顎骨之部份移位	40%	
乙目喪失	40%	
乙耳全聾	30%	
上肢		
乙臂或乙手喪失	60%	50%
手臂骨質大量喪失(不能治癒之損傷)	50%	40%
上肢完全麻痺(不治之神經損傷)	65%	55%
彎曲神經之麻痺	20%	15%
肩部僵硬	40%	30%
肘部僵硬		
直角周圍 15 度	25%	20%
在不利之位置	40%	35%
前臂兩骨之骨質大量喪失(不能治癒之損傷)	40%	30%
中間神經之完全麻痺	45%	35%
橈骨神經扭轉之完全麻痺	40%	35%
前臂橈骨神經之完全麻痺	30%	25%



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	右	左
手腕骨神經之完全麻痺	20%	15%
肘神經之完全麻痺	30%	25%
腕部之僵硬(平直及內轉)	20%	15%
腕部之僵硬(彎曲或拉緊或外轉)	30%	25%
姆指全部喪失	20%	15%
姆指部份喪失(指骨)	10%	5%
姆指全部僵硬	20%	15%
食指完全切除	15%	10%
食指之二指骨之切除	10%	8%
食指趾骨之切除	5%	3%
姆指與食指同時切除	35%	25%
姆指與食指以外之其他任何一指切除	25%	20%
除姆指與食指外其他二指之切除	12%	8%
除姆指與食指外其他三指之切除	20%	15%
包括姆指在內之四指切除	45%	40%
不包括姆指在內之四指切除	40%	35%
中指之切除	10%	8%
除姆指、食指、中指外之其他任何一指之切除	7%	3%
<b>下肢</b>		
股部之切除(上半部)	60%	
股部(下半部)及腿部之切除	50%	
一足全失(踝脛骨之斷裂)	45%	
一足部份喪失(下踝骨之斷裂)	40%	
一足部份喪失(中趾骨之斷裂)	35%	
一足部份喪失(趾骨之斷裂)	30%	
下肢全部癱瘓(不能治癒之神經損害)	60%	
外膝關節坐骨神經全部癱瘓	30%	
內膝關節坐骨神經全部癱瘓	20%	
內、外膝關節坐骨神經全部癱瘓	40%	
臂部僵硬	40%	
膝部僵硬	20%	
股部或脛骨之骨質喪失(不能治癒之狀態)	60%	
膝蓋骨之骨質喪失與碎骨之分裂及伸腿動作之相當困難	40%	
保持活動時膝蓋骨之骨質喪失	20%	
下肢縮短最少 5 公分	30%	
下肢縮短 3~5 公分	20%	
下肢縮短 1~3 公分	10%	



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所有腳趾全部切除	25%
包括大腳趾在內之四趾切除	20%
四根腳趾之切除	10%
大腳趾之切除	10%
二根腳趾之僵硬	5%
大腳趾以外任一腳趾之切除	3%

手指(大拇指及食指除外)與腳趾(大腳趾除外)之僵硬僅能獲得各該手足喪失應得補償的百分之五十。

上面未提及之永久殘廢將依照其嚴重性比照前述各項予以賠償，被保險人之職業不予考慮。

于永久殘廢表中未明確論及之四肢或器官之部份或全部「功能性」殘廢，將比照各該四肢或器官之部份或全部喪失予以處理。

因同一意外事故所致之數項殘廢，其總賠償額為各項金額之和，但不得超過賠償表中第二項所列之總保險金額。

倘被保險人為左撇子並於要保書內註明者，上列關於右上肢和左上肢之各種殘廢給付之比例應予調換。