

## Content

Title : Model Provisions for Travel Accident Insurance Policies Ch

Date : 1998.08.07

Legislative : 1. Adopted and issued 27 February 1979 per Letter No. (68)-Taiwan-Finance-Currency-11951 of the Ministry of Finance; for uniform implementation from 1 July 1979  
2. The attached Table of Disablement Levels and Proceeds Payments amended 31 October 1981 per Letter No. (70)-Taiwan-Finance-Monetary-23086 of the Ministry of Finance  
3. Article 15 amended and issued 12 April 1984 per Letter No. (73)-Taiwan-Finance-Monetary-14984 of the Ministry of Finance  
4. Approved for recordation 30 June 1988 per Letter No. (77)-Taiwan-Finance-Monetary-770202256 of the Ministry of Finance  
5. Article 10 amended and issued 19 June 1993 per Letter No. (82)-Taiwan-Finance-Insurance-821724880 of the Ministry of Finance  
6. Full 19 articles and title amended and issued 10 September 1996 per Letter No. (85)-Taiwan-Finance-Insurance-852370068 of the Ministry of Finance (original title: Model Provisions for Travel Accident Insurance)  
7. Article 12 amended and issued 17 July 1997 per Letter No. (86)-Taiwan-Finance-Insurance-862397215 of the Ministry of Finance  
8. Articles 8, 14, 15, and 16 amended and issued 7 August 1998 per Letter No. (87)-Taiwan-Finance-Insurance-872440208 of the Ministry of Finance

Content : Article 1

These policy provisions and the attached proposal, endorsements, and other agreements are all constituent parts of this insurance contract ("this contract").

Interpretation of this contract shall seek the true intent of the parties involved, and may not adhere blindly to the language employed. Where there is doubt, the interpretation favoring the insured shall be adopted.

### Article 2

When, during the effective term of this contract, the insured suffers an accidental injury event that leads to disablement or death, policy proceeds will be paid pursuant to the stipulations of this contract.

The term "accidental injury event" in the preceding paragraph refers to an extraneous sudden event that does not stem from illness.

### Article 3

The policy period of this contract shall be based on the time and dates specified on the policy of this contract.

The term "time and dates specified on the policy" under the preceding paragraph shall be based on Taiwan Standard Time.

### Article 4

Where an insured rides as a passenger in a vehicle operated under a license for the transportation of passengers, where such vehicle is scheduled to arrive at a time during the policy period of this contract, and where such vehicle delays in arrival for a cause beyond the control of the insured, the effective term of this insurance policy will automatically be extended

until the time when the insured's status as a passenger ends, provided that the period shall be extended no longer than 24 hours.

Where the insured of the preceding paragraph rides as a passenger in an aircraft operated under a license for transportation of passengers, if the aircraft is hijacked and the policy period of this contract ends during such hijacking, the effective term of this policy will be automatically extended until the end of the hijacking.

"End of the hijacking" means that the insured is completely freed from the status of being hijacked.

#### Article 5

When, during the effective term of this contract, the insured suffers an accidental injury event as stipulated under Article 2 and dies within 180 days of the date of the event's occurrence, this company will pay death proceeds in the insured amount.

#### Article 6

When, during the effective term of this contract, the insured suffers an accidental injury event as stipulated under Article 2, such that one of the 28 types of disablement in the attached table (omitted) results within 180 days of the date of the event's occurrence, this company will pay an amount of disablement proceeds calculated according to the benefit ratios set out in said schedule.

When, as a result of a single accidental injury event, the insured suffers two or more of the types of disablement set out in the attached schedule, the insured amount shall constitute the maximum disablement proceeds payable by this company for all such disablements combined. However, when different types of disablement occur in the same arm or leg, disablement proceeds will be paid for only one type, and if the different types of disablement are categorized under different disablement tiers, disablement proceeds will be paid for the more severe type.

If the disablement suffered as a result of the instant accidental injury event, when combined with a previous disablement (including disablements existing prior to the establishment of this contract), entitles the insured to claim for disablement proceeds for a more severe level of disablement set out in the attached schedule, this company will pay disablement proceeds for the more severe disablement, provided that disablement proceeds will be deemed to have been paid for the previous disablement and shall be deducted.

#### Article 7

The combined total for all disablement proceeds or death proceeds payable under this contract shall in either case be limited to the insured amount.

#### Article 8

When the insured suffers death or disablement as a direct result of one of the following causes, this company will not bear liability for payment of policy proceeds:

1. A deliberate act of a beneficiary, provided that other beneficiaries may still apply for full policy proceeds.

2. A deliberate act of the proposer or the insured.
3. A criminal act committed by the insured.
4. Driving (or riding) by the insured of a motor vehicle following the ingestion of alcohol, where his breath or blood alcohol content exceeds the permissible standard set by traffic laws or regulations.
5. War (whether declared or not), civil disorder, or another similar form of armed conflict, provided that this provision shall not apply where a contractual agreement provides otherwise.
6. The insured rides in an aircraft not as a passenger or rides in a civil airliner not registered with and permitted by a local government, provided that this provision shall not apply where a contractual agreement provides otherwise.
7. Explosion, searing heat, radiation, or contamination caused by an atomic or nuclear energy device, provided that this provision shall not apply where a contractual agreement provides otherwise.

When either of the circumstances under subparagraphs 1 and 2 of the preceding paragraph (excepting a deliberate act of the insured) causes injury resulting in disablement of the insured, this company will still pay disablement proceeds.

#### Article 9

Except where otherwise stipulated in this contract, when death or disablement occurs to the insured in a period during which the insured is engaged in any of the following activities, this company will not bear liability for payment of policy proceeds:

1. The insured participates in a competition or performance that involves a contest of strength, wrestling, judo, karate, taekwondo, equestrian skill, boxing, or stunt performance.
2. The insured participates in an automobile, motorcycle, or bicycle race or performance.

#### Article 10

If, at the time this contract is entered into, only the proposer knows that an insured peril has already occurred, this contract will be void and this company will not return premiums already collected.

#### Article 11

When entering into this contract the proposer shall make truthful representations in response to the written inquiries of this company in the proposal regarding notifications, and if there is any deliberate concealment, negligent nondisclosure, or misrepresentation sufficient to alter or diminish this company's assessment of the risk, this company may rescind this contract; the same shall also apply after occurrence of an insured peril, provided that the above shall not apply where occurrence of the insured peril was not due to any representation or lack thereof by the proposer.

The right to rescind under the preceding paragraph will be extinguished if not exercised within one month of the time this company becomes aware of the cause for rescission.

## Article 12

When, during the effective term of this contract, the insured suffers an accidental injury event as stipulated under Article 2, the proposer, the insured, or the beneficiary shall report the particulars of the event and the degree of the insured's injury to this company within 10 days of becoming aware of such event.

Application to this company for policy proceeds shall be made as quickly as possible after the report, with required documents attached.

This company shall make payment within 15 days after receiving all documents referred to in the preceding paragraph. If payment is not made within that period, this company shall add interest payments at a rate of 10 percent per annum, provided that this company need not pay interest when the reason for the delay can be attributed to the proposer or the beneficiary.

## Article 13

Where the insured disappears during the effective term of this contract as a result of an accident as stipulated under Article 2 and has not yet been found after a full year has passed from the date of disappearance given in the insured's household registration information, or where the proposer or a beneficiary is able to submit documentation sufficient to conclude that the insured most likely died in an accidental injury event as stipulated in this contract, this company will provisionally pay death proceeds in accordance with the provisions of Article 5, provided that if the insured is found thereafter to have survived, the beneficiary(ies) shall within one month return to this company any death proceeds already collected.

## Article 14

A beneficiary applying for death proceeds shall attach the following documents:

1. An application for policy proceeds.
2. The insurance policy or a transcript thereof.
3. An autopsy report or death certificate, provided that when necessary this company may require submission of documentary proof of accidental injury event.
4. A household registration certificate from which the insured's name has been crossed out.

Proof of the beneficiary's identity.

## Article 15

A beneficiary applying for disablement proceeds shall attach the following documents:

1. An application for policy proceeds.
2. The insurance policy or a transcript thereof.
3. A disablement diagnosis, provided that when necessary this company may require submission of documentary proof of accidental injury event.
4. Proof of the beneficiary's identity.

This company may require the insured to undergo a physical examination when a beneficiary applies for disablement proceeds, fees for which shall be borne by this company.

## Article 16

When entering into this contract or prior to the occurrence of an insured peril, the proposer may designate or change beneficiaries for death proceeds. Where no beneficiary for death proceeds has been designated, such proceeds shall be treated as part of the insured's estate.

A change in beneficiaries as provided in the preceding paragraph shall become effective when the proposer delivers to this company the application and the insured's letter of consent, which this company shall promptly add as an endorsement to the policy.

This company will not bear liability for any legal dispute arising out of a change of beneficiaries.

The beneficiary of disablement proceeds shall be the insured only; this company will accept no designation or change.

If the beneficiaries die at the same time or before the insured, then unless the proposer has already designated other beneficiaries, the beneficiaries of this contract shall be the lawful heirs of the insured.

Part V of the Civil Code, "Succession," shall apply in determining the order of succession of the lawful heirs under the preceding paragraph and the percentage of policy proceeds due to each of them.

## Article 17

Any right arising out of this contract shall be extinguished if not exercised within two years of the date a claim may be asserted.

## Article 18

Except where otherwise provided in Article 16, any alteration in the content of this contract, or addition or deletion of contractual particulars, will not take effect unless both the proposer and this company consent in writing and it is added as an endorsement to the insurance policy.

## Article 19

For any litigation arising out of this contract, the parties hereto stipulate that the court of jurisdiction shall be the district court of the place where the proposer is domiciled, provided that when the proposer is domiciled outside the territory of the ROC, the court of jurisdiction shall be the \_\_\_\_\_ District Court.