

TRANSLATION FOR REFERENCE ONLY

This is the English translation of the original Chinese policy wording and is prepared for reference purposes only. The Chinese policy wording is the governing document and this translation has no legal force.

Chubb Travel Accident Insurance**【Accidental Death or Funeral Expenses Benefit, Disablement Benefit and Major Burn Benefit】**

Toll Free : 0800-339-899

【Constitution of the insurance contract】**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 shall in principle be favorable to the insured.

【Insurance coverage】**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 means an extraneous sudden event that does not stem from illness.

【Start and termination date of the policy period】**Article 3**

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

【Extension of the policy period】**Article 4**

When 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 insured's status as a passenger ends, provided that the period shall be extended no more 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.

【Accidental Death or Funeral Expenses Benefit】**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 occurrence, the Company will pay death proceeds based on the insured amount. If not within 180 days, provided that the beneficiaries shall prove the death of the insured resulted from the occurrence, the above shall apply. If the insured is a minor under fifteen years of age when entering into a life insurance contract, the death proceeds shall take effect on the date the insured reaches fifteen years of age.

If, when entering into the contract, because the insured is mentally impaired or of diminished mental capacity, he or she is incapable of comprehending his or her own action or lacks the ability to act based on his or her comprehension, death proceeds will convert into funeral expense proceeds.

The sum insured for the funeral expenses referred to in the preceding paragraph insured after 2 February 2010 (included) may not exceed one half of the funeral expense deduction allowed for estate tax under Article 17 of the Estate and Gift Tax Act. The Company shall not be liable for settlement of any amount in excess thereof, and shall refund any insurance premiums already collected for such excess amount without interest.

Under the circumstances in the preceding article, if the applicant applies for insurance with more than one insurance company or applies for more than one insurance with one insurance company with an aggregated sum insured for funeral expenses exceeding the limit set forth under the preceding article, the Company shall, within the sum insured of the funeral expenses underwritten, settle the insured amount for funeral expenses in accordance with policy stipulations and in a chronological sequence of the proposal time specified in each proposal, until the sum insured for funeral expenses set under the preceding paragraph has been paid out. If the proposal time for insurance contracts from more than one company is identical or it is not possible to determine the chronological sequence of proposal time, each company shall

bear its respective liability on the basis of the proportion between the amount of funeral expenses that it has underwritten and the difference remaining after the funeral expense amounts payable by any companies with an earlier proposal time are subtracted from the maximum amount for funeral expenses.

【Disablement Benefit】**Article 6**

When, during the effective term of this contract, the insured suffers an accidental injury event as stipulated under Article 2, which results in one of the types of disablement in the attached table within 180 days of the date of the occurrence, the Company will pay an amount of disablement proceeds calculated according to the benefit ratios set out in the said schedule. For disablement occurring after 180 days of the date of the occurrence, if the beneficiary can prove the accident is a causal factor for the disablement of the injured party, the preceding subparagraph shall not apply under the circumstances.

When, as a result of a single accidental injury event, the insured suffers more than one type of disablement set out in the attached schedule, the sum insured shall constitute the maximum disablement proceeds payable by the Company for all such disablements combined. However, when different types of disablement occur in the same arm or leg, disablement proceeds shall be paid for only one type; 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, the Company will pay disablement proceeds for the more severe disablement, provided that disablement proceeds paid for the previous disablement shall be deemed paid for current and deducted.

When the disablement proceeds deducting the previous disablement proceeds is lower than single disablement proceeds, the combine rule set forth in the preceding paragraph shall not apply.

When, during the effective term of this contract, the insured suffers an accidental injury event that leads to disablement proceeds, the combined total of disablement proceeds payable under this contract shall in either case be limited to the sum insured.

【Major Burn Benefit】**Article 7**

If the insured sustains a burn caused by an accident set forth in Article 2 during the traveling period, whose body surface area is burned more than 20% in the second degree or more 10% in the third degree, or whose face has been burned and facial features become disable ("Major Burn") within 180 days of the date of the occurrence, the Company will pay the Major Burn Benefit (the amount equal to 25% of the Accidental Death Benefit/Disablement Benefit.) The above shall apply for Major Burn occurs over 180 days of the date of the occurrence if the beneficiary shall prove the injury event is a causal factor for the major burn of the insured.

When, during the effective term of this contract, an insured suffers a Major Burn, policy proceeds shall be paid pursuant to Major Burn Benefit and is limited to once.

For the purpose of this contract, "hospital" means a public or private hospital, or a hospital incorporated as a foundation, that has been locally granted an operating license and is equipped with hospital rooms to provide patients with inpatient treatment, as provided under the Medical Act.

For the purpose of this contract, "physician" means a person who has been locally granted a Physician's Certificate and therefore can work in a profession, provided that this person is not the applicant or the insured.

【Insurance Benefit Limitations】**Article 8**

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 in Article 5 and Article 6; the combined total for all disablement proceeds or death proceeds payable under this contract shall in either case be limited to the sum insured. When the beneficiary collects disablement proceeds, the Company will only be liable for insured amount subtracting disablement proceeds already collected.

When, during the effective term of this contract, the insured suffers different accidental injury events that lead to disablement or death, policy proceeds will be paid pursuant to the stipulations of this contract in Article 5. Paragraph 1 shall not apply thereto.

【Exclusions (Causes)】

Article 9

When the insured suffers death, disablement, major burn or injury as a direct result of one of the following causes, the Company will not be liable for such coverage:

1. A deliberate act of the applicant or the insured.
2. A criminal act committed by the insured.
3. 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.
4. 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.
5. 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.
6. 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 of the preceding paragraph (excepting a deliberate act of the insured) causes disablement, major burn or injury resulting in disablement of the insured, the Company shall still pay proceeds.

【Exclusion】

Article 10

Except where otherwise stipulated in this contract, when death, disablement, major burn or injury occurs to the insured in a period during which the insured is engaged in any of the following activities, the Company will not be liable for such coverage:

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.

【Void of Contract】

Article 11

If, when entering into this contract, only the applicant knows an insured event has already occurred, this contract will be void and the Company shall not return premiums already collected.

【Duty of Disclosure and Cancellation of Contract】

Article 12

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

The right to cancel under the preceding paragraph will be extinguished if not exercised within one month after the Company becomes aware of the cause for rescission.

【Notification of Insured Event and Time of Application】

Article 13

When, during the effective term of this contract, the insured suffers an accidental injury event stipulated under Article 2, the applicant, the insured, or the beneficiary shall report the particulars of the event and the degree of the insured's injury to the Company within 10 days upon learning of such event. Application to the Company for policy proceeds shall be made as quickly as possible after the report, with required documents attached.

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

【Disappearance of the Insured】

Article 14

Where the insured disappears during the effective term of this contract as a result of an accident stipulated under Article 2 and has not yet been found after a full year passed from the date of disappearance given in the insured's household registration information, or where the applicant or a beneficiary is able to submit documentation which is sufficient to conclude that the insured

most likely died in an accidental injury event as stipulated in this contract, the Company will provisionally pay death or funeral expenses proceeds in accordance with the provisions of Article 5, provided that if the insured is thereafter found survived, the beneficiary shall return any death proceeds already collected to the Company. The insurance contract shall remain valid and the Company shall bear liability in accordance with policy stipulations after the applicant pays any unpaid premiums which he or she is responsible for.

【Application of Death or Funeral Expenses Benefit】

Article 15

A beneficiary applying for death or funeral expenses 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 the 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.
5. Proof of the beneficiary's identification.

【Application of Disablement Proceeds】

Article 16

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 the Company may require submission of documentary proof of accidental injury event.
4. Proof of the beneficiary's identification.

To review the insurance benefit upon underwriting requirement, we may examine the insured's health condition, enquire the external professional medical advices and retrieve the medical record files according to the consent of the beneficiary while he/she applied for the benefit. All the fees generated would be charged to the Company.

【Application for Major Burn Benefit】

Article 17

A beneficiary applying for Major Burn Benefit shall attach the following documents:

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

To review the insurance benefit upon underwriting requirement, we may enquire the external professional medical advices and retrieve the medical record files according to the consent of the beneficiary while he/she applied for the benefit. All the fees generated would be charged to the Company.

【Designation and Change of Beneficiary】

Article 18

The beneficiary of Disablement Benefit and Major Burn Benefit shall be the insured, which cannot be designated or changed.

The applicant may designate or change beneficiary under the following stipulations.

1. When entering into this contract, the applicant may designate beneficiaries under the insured's agreement.
2. When the insured agrees the change of beneficiary before the insured event occurs, the change shall not be held effective against the Company unless the applicant has notified the Company of the change.

A change in beneficiaries as provided in the preceding paragraph shall become effective when the applicant delivers the application and the letter of consent from the insured to the Company, which the Company shall promptly add to the policy as an endorsement.

The Company will not be liable for legal dispute arising out of a change of beneficiaries.

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

If the beneficiary dies at the same time or before the insured, unless the applicant has already designated other beneficiary, the beneficiary 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 respectively.

【Rights of Beneficiary】

Article 19

A beneficiary, who intentionally causes or attempts the death of the insured, shall forfeit the beneficiary rights.

In the event set forth in the previous paragraph, if there is no other beneficiary to receive the insured amount, the insured amount shall be deemed as the

insured's estate. If there is other beneficiary, the part of proceeds from the beneficiary who loses the beneficiary right shall be distributed to other beneficiaries as the proportion stipulated under contract.

【Extinctive Prescription】

Article 20

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

【Endorsements】

Article 21

Except where otherwise provided in Article 18, any alteration in the content of this contract, or addition or deletion of contractual particulars, will not take effect unless both the applicant and the Company consent in writing and it is added as an endorsement to the insurance policy.

【Court of jurisdiction】

Article 22

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 applicant is domiciled, provided that when the applicant is domiciled outside the territory of the ROC, the court of first instance shall be the Taiwan Taipei District Court. But the agreement on the court of first instance shall not exclude the application of Article 47 of Consumer Protection Law and Article 436-9 of the Code of Civil Procedure on small claim court.

Chubb Travel Insurance Medical Reimbursement Benefit Coverage Endorsement 【Medical Reimbursement Benefit】

【Payment of Medical Reimbursement Benefit】

Article 1

When, during the effective term of this contract, the insured suffers an accidental injury event stipulated under Article 2 and undergoes treatment at a registered, qualified hospital or clinic within 180 days of the date of the event's occurrence, the Company will pay proceeds for actual medical expenses in excess of the portion paid by social insurance, provided that total payments for each instance of injury may not exceed the "maximum medical insurance proceeds for each instance of personal injury" as set forth in the insurance policy.

【Medical Expenses without Payment from Social Insurance】

Article 2

Where the insured is not hospitalized for treatment as the insured of social insurance or in the hospital excluded from social insurance under the circumstances set forth in Article 1, the medical expenses are not paid from social insurance. The Company will pay proceeds for 100% of actual medical expenses, which also may not exceed the "maximum medical insurance proceeds for each instance of personal injury" set forth in Article 1.

【Application for Medical Reimbursement Benefit】

Article 3

A beneficiary shall attach the following documents when applying for Medical Reimbursement Benefit:

1. An application for policy proceeds.
2. The insurance policy or a transcript thereof.
3. A medical diagnosis or proof of hospitalization provided that when necessary the Company may require submission of documentary proof of accidental injury event.
4. A statement of medical expenses or documentation of medical treatment (or receipts for medical expenses).
5. Beneficiary's identification.

To review the insurance benefit upon underwriting requirement, we may enquire the external professional medical advices and retrieve the medical record files according to the consent of the beneficiary while he/she applied for the benefit. All the fees generated would be charged to the Company.

【Designation of Beneficiaries for Medical Reimbursement Benefit】

Article 4

The beneficiary of personal injury medical insurance proceeds shall be the insured only; the Company will accept no other designation or change of beneficiaries.

【Flight Cancellation Insurance, Aircraft Hijacking Insurance, Document Recover Fee Insurance, Baggage Damage and Loss Insurance, Baggage Delay Insurance, Flight Diversion Insurance, Flight Delay Compensation Insurance】

Common Provisions

Article 1 Constitution of the Insurance Contract

These policy provisions and the attached proposal, endorsements, and other agreements are all constituent parts of this insurance 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 shall in principal be favorable to the insured.

Article 2 Coverage

When the insured travel overseas during the policy period, the Company shall be liable for loss under the coverage of this insurance contract. The contracting parties can negotiate the coverage simultaneous or separating.

1. Flight Cancellation Insurance
2. Document Recovery Fee Insurance
3. Aircraft Hijacking Insurance
4. Baggage Damage and Loss Insurance
5. Baggage Delay Compensation Insurance
6. Flight Diversion Insurance
7. Flight Delay Compensation Insurance

Article 3 Definition

In this insurance contract, unless otherwise defined or the context otherwise requires:

1. For the purpose of this contract, "flight" means air flights operated by the airline company with aircraft operating license and certificate issued by its country of registration, provide passenger with flight service between regular airports (extra flight included) according to published schedule.
2. For the purpose of this contract, "major illness/injury" means an injury or disease, which requires immediate hospitalization after diagnosis in the hospital that the continuity of trip can be life-threatening. It excludes "existing disease" (i.e., any disease which has been diagnosed by doctors within three months before the policy period started.), or any injury or disease resulted from pregnancy, childbirth, or miscarriage.
3. For the purpose of this contract, "hospital" means a public or private hospital, or a hospital incorporated as a foundation, that has been granted an operating license in Taiwan or locally and is equipped with hospital rooms to provide patients with inpatient treatment, as provided under the Medical Act.
4. For the purpose of this contract, "travel companies" means spouse or the second degree relative accompanying the insured and participating in the entire journey.
5. For the purpose of this contract, "overseas" means areas outside the R.O.C. jurisdiction (including Taiwan, Penghu, Kinmen and Matsu)
6. For the purpose of this contract, "domicile or residence": domicile means a place where a person resides in with the intention of remaining there permanently, upon presence of supporting fact. (Residence means a place the person resides without the intention of remaining there permanently.) Article 20 to 24 of the Civil Code shall apply in establishing and repeal domicile or residence under preceding paragraph.
7. For the purpose of this contract, "infectious disease" means the transmissible disease categorized by the World Health Organization.
8. For the purpose of this contract, "hijack" means a situation that the insured travel in an aircraft that is unlawfully controlled by a person or group with violence or life threatening weapons, and the insured's action is limited.
9. For the purpose of this contract, "air travel period" means the period which the insured actually travels by taking flight within the policy period. The period begins when the insured arrives the check-in counter, and ends when the insured leaves the airport terminal in the destination.
10. For the purpose of this contract "scheduled flight" means flight with registered navigation line permitted by the local government, and has a fixed airfield which provides flight pick-up services for general passengers.

Article 4 General Exclusions

When the insured suffers loss or bears liability as a direct or indirect result of one of the following causes, the Company will not be liable for such coverage:

1. A criminal act committed by the insured.
2. Expropriation, forfeiture, seizure or destroyed by government agencies.
3. The insured violated any government or regulations, or do activities prohibited by government or regulations.
4. The insured is engaged in any of the following activities:
 - (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.

Chubb Travel Insurance Air Travel Expenses Reimbursement Benefit

5. A deliberate act of the insured.
6. Mental illness, neurological disorders or narcolepsy.
7. The insured fulfills his mandatory military service or participates in military operations
8. 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.
9. Accidents occurred during the insured participates in testing of conveyance, manufacturing on-site, constructing, work at sea (such as occupational diving, drilling oil well, etc.), mining, aerial photography or blasting.
10. Travelling abroad for the purpose of obtaining medical treatment.
11. War, war-like behavior (whether declare or not), invasion, civil war, insurrection, revolution and military rebellion provided that this provision shall not apply where a contractual agreement provides otherwise.
12. Explosion, searing heat, radiation, or contamination caused by an atomic or nuclear energy device.

Article 5 Policy Period

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

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

Where an insured rides as a passenger in an aircraft operated under a license for the transportation of passengers, where such aircraft is scheduled to arrive at a time during the policy period of this contract, and where such aircraft 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 insured's status as a passenger ends, provided that the period shall be extended no more 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 6 Payment of Premium

Premium shall be paid upon the establishment of this insurance contract, and the Company shall issue a receipt.

Unless the Company has agreed to defer the payment, the Company shall not be liable for any insured event that occurs prior to payment of premium.

Article 7 Duty of Disclosure

When entering into this contract, the applicant shall make truthful representations in response to the written inquiries of the Company in the proposal regarding notification, and if there is any deliberate concealment, negligent nondisclosure, or misrepresentation sufficient to alter or diminish the Company's assessment of the risk, the Company may cancel this contract; the same shall also apply after occurrence of an insured event, provided that the above shall not apply where the applicant is able to prove that occurrence of the insured event was not due to any representation that he/she made or failed to make.

The right to cancel under the preceding paragraph will be extinguished if not exercised within one month after the Company becomes aware of the cause for rescission. Once two years have elapsed since establishment of the contract, it may not be cancelled even if grounds for rescission exist.

If the Company cancels the insurance contract based on the provisions of paragraph 1, it will not return any premium already collected; if any settlements have already been paid, the Company may assert claims against the insured for their return.

Article 8 Notification

The notification of this insurance contract, unless otherwise stipulated in the contract, can be done in writing, calling or faxing to the Company

Article 9 Alteration or Transfer of Contract

Any alteration in the content of this contract, or transfer of rights or interests of this insurance contract will not take effect until the Company consents and issues a signed endorsement.

Article 10 Termination of Contract

When the applicant terminates the contract, the contract loses its validity starting from the next day following the delivery of the written or fax notice of termination to the Company, unless the termination date otherwise stipulated in this contract. Upon termination, the unearned premium shall be refunded on a daily pro-rata basis. However, after entering into this contract, the premium of Trip Cancellation shall not be refunded.

If this contract terminates because the Company or the applicant becomes bankrupt, the Company will refund premium according to the first paragraph.

Article 11 Notification When the Insured Event Occurs

If an insured event under this contract occurs, unless otherwise stipulated in this contract, the insured shall notify the Company of the event within ten days after becoming aware of its occurrence.

Article 12 Other Insurances

For the loss covered by this contract, if there is other insurance contracts cover for the same loss, and the sum insured is higher than the amount of actual loss, the Company shall be proportionally liable for the indemnification indicated in insurance contracts.

Article 13 Prescription Period for Right of Claim

Any rights arising out of this insurance contract shall be extinguished if not exercised within two years a claim may be asserted. Where any one of the following conditions are met, the commencement of the prescription period will be determined in the manner described in the subparagraph:

1. Where there is concealment, nondisclosure, or misrepresentation in description of risk given by the applicant or the insured, the prescription period commences from the date when the Company becomes aware of the situation.
2. After an event occurred, where the interested parties can prove their unawareness of the occurrence is not resulted from any lack of attention on their own part, the prescription period commences from the date they become aware of the occurrence.
3. Where a claim by the applicant or the insured against the Company arises from a claim by a third party, the prescription period commences from the date on which claim is made against the applicant or the insured.

Article 14 Subrogation

Where the insured has the right to claim for damages against a third party as the result of a loss covered under this insurance contract, after performing its claim settlement obligation the Company may be subrogated, up to the amount of the settlement, to the insured's right of claim against the third party. The insured shall assist the Company in asserting claim against the third party, provided that the costs thereof will be borne by the Company.

The insured may not waive or diminish the right to assert claim against a third party, nor may he or she take any other action prejudicial to the Company's exercise of that right. Otherwise, even if the Company has already paid the settlement amount, it may still assert claim against the insured to return the part of the claim amount or deductible amount of compensation payable that the Company is prohibited from asserting against the third party.

Article 15 Pricing on Foreign Currencies

Where loss of insured or calculation of benefit is in a foreign currency, the Company will exchange for New Taiwan Dollars based on the selling rate of cash spot exchange rate provided by Bank of Taiwan on the date of receiving.

Article 16 Application for Mediation or Arbitration

If a dispute over claim settlement arises between the Company and the applicant or the insured, the applicant or the insured may refer the dispute to mediation or arbitration. Procedures, costs, and other matters connected therewith will be handled in accordance with the applicable acts and regulations, or with the applicable provisions of the Arbitration Act.

Article 17 Application of the Law

Other matters upon which this insurance contract is silent shall be governed by the Insurance Act and other applicable laws and regulations of the Republic of China.

Article 18 Court of Jurisdiction

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 applicant is domiciled, provided that when the applicant is domiciled outside the territory of the R.O.C., the court of first instance shall be the Taiwan Taipei District Court. But the agreement on the court of jurisdiction for the first instance shall not exclude the application of Article 47 of Consumer Protection Law or Article 436-9 of the Code of Civil Procedure on small claim court.

Flight Cancellation Insurance

Article 19 Coverage

When the insured suffers the following accidental events that lead to the action of cancelling the flight, policy proceeds shall be paid pursuant to non-refundable expenses of flight ticket fare, surcharge of flight reschedule. The Company shall be liable for such coverage.

1. The death notice from hospital of the insured, the insured's spouse or the insured's second degree relatives occurs 14 days before the starting date of the policy period.
2. The insured, the insured's spouse or the insured's second degree relatives is hospitalized because of major illness/ injury with critical condition before or during the effective term of the policy. The insured suffers spinal or lower limes fracture and is proven by a doctor to have limited mobility, or the insured serves as witness of litigation or compulsory quarantine 7 days before the starting date of the policy period.

3. Employees strike events of airlines, or infectious disease, riot occurs at planned destination 7 days before the starting date of the policy period.
4. The insured's or travel companions' domicile or residence buildings in the territory of the R.O.C. and chattels inside are destroyed by fire, flood, earthquake, typhoon or other natural disaster, and the amounts of loss are more than NT\$ 250,000 dollar.

Insured accidents of the preceding paragraph should occur after this contract is entered into and before the insured traveling overseas.

Article 20 Special Exclusions

The Company is not liable subject to the insurance contract in regard to the following matters:

1. The refunds which can be obtained from airlines.
2. The loss caused by any government or regulations directly or indirectly.
3. The loss resulting from bankruptcy, liquidation or non-performance of debt obligations of airlines.
4. The insured event already occurred before entering into this contract.

Article 21 Claim

The insured applying for proceeds shall attach the following documents:

1. General document
 - (1). Application for policy proceeds
 - (2). Purchase certificate of the flight.
 - (3). Receipts of expenses of losses
2. Application for proceeds of insured event under Article 19, paragraph 1
 - (1). Application due to death: death certificate or autopsy reports
 - (2). Proof of the relationship between the insured and the person who suffer death
3. Application for proceeds of insured event under Article 19, paragraph 2:
 - (1). Application of proceeds due to major disease or bone fracture:
 - a. Diagnosis or critical condition notice and proof of hospitalization issued by the hospital.
 - b. Proof of the relationship between the insured and the person who suffers major illness/injury
 - (2). Application for proceeds due to the necessity for the insured to serves as witness of litigation or compulsory quarantine: Court summons or certificate of compulsory quarantine
4. Application for proceeds of insured event under Article 19, paragraph 3
 - (1). Application due to employees strike events of airlines:
 - a. Proof of the event from the airlines, or
 - b. Other certificate approved by the Company
 - (2). Application due to other events:
 - a. Proof of the event issued by government of the R.O.C. or government of planned destination (shall contain the date), or
 - b. Original reports of the event issued by print media (shall contain name of the print media and the date), or
 - c. Other certificate approved by the Company
5. Application for proceeds of insured event under Article 32, paragraph 4
 - (1). Proof of the loss issued by insurance company or notary company (shall contain the amount of loss, the location of the loss and time of the loss)
 - (2). Proof of loss condition issued by chief of villages (boroughs) or secretary of villages (boroughs) and the copy of certificate issued by National Tax Administration (shall contain the amount of loss, the location of the loss and time of the loss), or
 - (3). Proof of event issued by fire organizations (shall contain the location of the loss and time of the loss) and the copy of paid voucher for restoration, or
 - (4). Proof of loss condition issued by chief of villages (boroughs) or secretary of villages (boroughs) (shall contain the location of the loss and time of the loss), photos of disaster scene (shall contain the date) and copy of paid voucher for restoration, or
 - (5). Other certificates approved by the Company

Document Recovery Fee Insurance

Article 22 Coverage

The Company shall be liable for such coverage on the expenses of replacing the legal documentation including travel documents or transport tickets due to the incidents of robbery, abrupt taking, thefts, robbery, or loss during air travel period

Article 23 Special Exclusions

When the insured does not report the event to the Police in the area where accident happens and obtains attestation of report to the Police within 24 hours after the event occurs, the Company will not be liable for such coverage.

Article 24 Claim

The insured applying for proceeds shall attach the following documents:

1. Application for policy proceeds
2. Original receipts of expenses and list of losses
3. Attestation of report to the Police

Aircraft Hijacking Insurance

Article 25 Coverage

When the insured encounters hijacking during air travel period, the Company shall be liable for such coverage based on the "daily hijacking coverage amount" times the day(s) that the hijacking incident lasts. Even if the hijacking incident lasts less than 24 hours, it will be deemed as a one-day incident. Maximum coverage is up to 10 days.

Article 26 Claim Matters

The insured applying for proceeds shall attach the following documents:

1. Application for policy proceeds.
2. Official statement from airlines or any proofing document about the hijacking incident.
3. Copies of passport and travel documents.

Baggage Damage and Loss Insurance

Article 27 Coverage

When the insured suffers the accidental events that lead to damage or loss of baggage resulting from improper handling done by airlines during air travel period, the Company shall be liable for such coverage.

Article 28 Special Exclusions (Goods)

The Company is not liable subject to the insurance contract in regard to the following goods:

1. Equipment for commercial or business use, food, animals and plants, motor vehicles, ships other transportation (their spare parts of preceding transportation), furniture, antiques, jewelry, or accessories.
2. Currency, stocks, bonds, stamps, notes, admission tickets, vehicle tickets, flight tickets, passage tickets, tickets of other transportation, securities and travel documents.
3. Drafts, drawings, patterns, models, samples, accounting books or other books of commercial certificates.
4. Prohibited goods or illegal goods.
5. Baggage transported by the insured in advance or goods transported or mailed separately without accompanying the insured.
6. The equipment rented by the insured.
7. Data stored or recorded on tapes, hard disks, floppy disks, cards, or other goods for data storage.
8. Glass, demagnetizer, pottery or other fragile.
9. Credit cards, ATM cards or other plastic cards for spending or withdrawal.

Article 29 Special Exclusions (Events)

The Company is not liable subject to this insurance contract in regard to the following events:

1. Rust, mildew, discoloration, damage from natural formation or normal use, damage by pests or mice or inherent flaws.
2. The loss due to repair, cleaning or changing by the insured or his command.
3. The loss directly or indirectly due to riots, rebellion, revolution or activities to obstruct, resist or defense preceding events taken by the government.
4. The loss indemnified by public transportation operators or hotels.
5. The insured does not report the event to the hotels or transportation operators as soon as the event occurs and does not obtain certificates to prove such event and loss within 3 days from the occurrence.
6. Collision, flaking of surface coatings or pure appearance damage on the good without affecting the original function.
7. The loss of liquid inside the insured matter unless the loss of liquid caused the loss or damage of goods.
8. Loss for an unknown reason.

Article 30 Process When The Insured Event Occurs

When the insured event under Article 27 occurs, the insured shall report the event to airlines as soon as the event occurs and obtain certificate to prove such event and loss within 3 days from the occurrence.

Article 31 Calculation of Loss

The loss of the insured or the proceeds from the Company shall be calculates in the following manners:

1. When the loss can be recovered from repair or washing, the Company shall bear its liability on the expenses of repair or washing.
2. When the expenses of repair or washing exceed the value of the goods, the goods shall be treated as lost goods.
3. The loss of the insured matters shall be indemnified based on the actual cash value when event insured occurs.
4. When there is partial loss of a set of or a group of matter insured, the Company shall indemnify the insured based on the reasonable estimated proportion of importance of use and value for such loss.

The liability of the Company on the loss of each goods is up to NT\$8,000 and the sum of proceeds shall not exceed sum insured under this policy.

The term "actual cash value" used in the preceding paragraph refers to the actual market cash value at the time of the loss of the insured matters, that is,

the balance of the amount required to rebuild or replace after deducting the depreciation.

Article 32 Claim

1. Claim limitations

The insured cannot apply for proceeds of "Baggage Damage and Loss" and "Baggage Delay" proceeds at the same time for the same loss.

2. Claim documents

The insured applying for proceeds shall attach the following documents:

- (1). Application for policy proceeds
- (2). Certificate of event and losses from airlines
- (3). List of losses

3. Process of the recovery of matters insured

After the loss of luggage indemnified by the Company, its ownership shall belong to the Company. If the insured person is willing to take back the insured matter after it is found, the insured shall return the amount of indemnification to the Company.

Baggage Delay Compensation Insurance

Article 33 Coverage

When the insured cannot obtain the luggage for over six hours after he/she arrives the destination due to improper handling done by airlines during air travel period, the Company shall be liable for such coverage. Destination mentioned above also includes the transit stop(s) written on the insured's air ticket, provided that the insured has already entered the country for departure or has paid for accommodation.

Article 34 Special Exclusions

The company is not liable subject to this insurance contract in regard to the following events and goods:

1. Delay of baggage occurs when the insured returns to the airport in the territory of the R.O.C..
2. Baggage transported by the insured in advance or goods transported or mailed separately without accompanying the insured.

Article 35 Claim

1. Claim limitations

The insured cannot apply for proceeds of "Baggage Delay" and "Baggage Damage and Loss" at the same time for the same loss.

2. Claim documents

The insured applying for proceeds shall attach the following documents:

- (1). Application for policy proceeds
- (2). Documents to prove delay over six hours from airlines
- (3). For insured who transits during the journey shall provide a travel record or accommodation receipt.

Flight Diversion Insurance

Article 36 Coverage

When the scheduled flight, which the insured takes as a passenger does not land in the original scheduled airport (excluding domestic airport in the territory of the R.O.C. or the airport of departure) due to adverse weather conditions or mechanical failure during air travel period, the Company shall be liable for such coverage.

Article 37 Claim

The insured applying for proceeds shall attach the following documents:

1. Application for policy proceeds.
2. Flight diversion certificate from airlines.
3. Flight ticket and boarding pass of the insured or boarding certificate from airlines.

Trip Delay Compensation Insurance

Article 38 Coverage

When, during the effective term of this contract, if any insured event listed below occurs which causes a delay of the schedule flight for more than four hours, the Company will be liable for such coverage based on the fixed insurance proceeds set forth in the policy contract:

1. Due to severe weather condition, natural disaster, mechanical failure, traffic control, staffing problems, overbooking, or employee strike or labor movement regarding to airlines, the departure time of the schedule flight is delayed over four hours .
2. Because of the late arrival of the first sector flight, the insured misses the connecting flight and there is no other flight available to the destination in the transit area within four hours.

The so-called "delay" means the following conditions: the flight departing from the territory of R.O.C is canceled within four hours of the schedule departure time, or the airport is closed within four hours of the scheduled departure time of the flight (based on the official announcement from airlines and airport website).

The flight delayed time starts from the planned departure time of the flight and ends at the departure time of the first available alternative flight offered by airlines. If force majeure occurs and results in the situation that the insured is not able to take the first alternative transportation offered by the

transportation operator, the delayed time shall end at at the departure time of the second available alternative transportation offered by the public transportation operator.

Article 39 Special Exclusions

Apart from the exclusions set forth in the main contract, the Company is also not liable for the following:

1. The insured misses the planned schedule flight due to personal matter of the insured.
2. The strike events or labor movement activities have already occurred before the insured enters into the contract with the Company.
3. The insured arrives at the airport after the scheduled time of check-in or boarding of the flight.
4. The insured does not take the first alternative flight provided by airlines except of to force majeure.
5. The schedule flight departing from the territory of R.O.C is canceled four hours before the scheduled departure time, or the airport is closed four hours before the scheduled departure time of the flight (based on the official announcement from airlines and airport website).
6. The insured is able to obtain refund from airlines.

Article 40 Claim Documents

The insured applying for proceeds shall attach the following documents:

1. Application for policy proceeds.
2. Any tickets proof/receipts of airlines and boarding pass.
3. Proofing documents which state the duration of and reason for delay from airlines.
4. Details of the delayed flight or misconnecting flight (includes date and time of the scheduled flight and rescheduled flight and/or connecting flight).

Specific Regions Exclusion (C)

【The Scope of Application】

Article 1

"Chubb Specific Regions Exclusions Clause" (This Clause) added on " Chubb Travel Accident Insurance", " Chubb Overseas Travel Composite Insurance (Individual)", " Chubb Oversea Travel Accident Insurance", " Chubb Commercial Travel Group Personal Injury Insurance", " Chubb Overseas Travel Composite Insurance (Group)", " Chubb Overseas Emergency Sickness Health Insurance ", or " Chubb Travel Insurance Air Travel Expenses Reimbursement Benefit " of this company ("this contract") is constituent part of this insurance contract such provision shall come into effect.

【Specific Regions Exclusion】

Article 2

The Company will not be liable under this Policy to provide coverage or services, or to pay any claim or provide any benefit incurred as a result of any trip the insured arriving in Cuba from R.O.C. or the other country, transferring in Cuba, entering Cuba, exiting Cuba and then entering into R.O.C or the other country, unless the insured involuntarily enters or exits Cuba.

【Application of provisions】

Article 3

If there is any matters set forth in this Exclusion that conflicts with the policy provisions and the attached proposal, endorsements, and other agreements, this Exclusion shall govern. Other matters will still be governed by the policy provisions and the attached proposal, endorsements, and other agreements.

Trade and Economic Sanctions Exclusions Endorsement

Article 1 Exclusions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, paying of claims and providing any benefit.

The Company shall not be deemed to provide cover, pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, its parent company or its ultimate controlling entity Chubb Limited to any sanction, prohibition or restriction under US laws and regulations in addition to EU, UN and Taiwan sanction restrictions.

Article 2 Application of Provision

All other terms and conditions of the policy remain unchanged.

附表一：「失能程度與保險金給付表」

項目	項次	失能程度	失能等級	給付比例	
1 神經	神經害(註1)	1-1-1	中樞神經系統機能遺存極度障害，包括植物人狀態或氣切呼吸器輔助，終身無工作能力，為維持生命必要之日常生活活動，全須他人扶助，經常需醫療護理或專人周密照護者。	1	100%
		1-1-2	中樞神經系統機能遺存高度障害，須長期臥床或無法自行翻身，終身無工作能力，為維持生命必要之日常生活活動之一部分須他人扶助者。	2	90%
		1-1-3	中樞神經系統機能遺存顯著障害，終身無工作能力，為維持生命必要之日常生活活動尚可自理者。	3	80%
		1-1-4	中樞神經系統機能遺存障害，由醫學上可證明局部遺存頑固神經症狀，且勞動能力較一般顯明低下者。	7	40%
		1-1-5	中樞神經系統機能遺存障害，由醫學上可證明局部遺存頑固神經症狀，但通常無礙勞動。	11	5%
2 眼	視力害(註2)	2-1-1	雙目均失明者。	1	100%
		2-1-2	雙目視力減退至0.06以下者。	5	60%
		2-1-3	雙目視力減退至0.1以下者。	7	40%
		2-1-4	一目失明，他目視力減退至0.06以下者。	4	70%
		2-1-5	一目失明，他目視力減退至0.1以下者。	6	50%
		2-1-6	一目失明者。	7	40%
3 耳	聽覺害(註3)	3-1-1	兩耳鼓膜全部缺損或兩耳聽覺機能均喪失90分貝以上者。	5	60%
		3-1-2	兩耳聽覺機能均喪失70分貝以上者。	7	40%
4 鼻	缺損及能障害(註4)	4-1-1	鼻部缺損，致其機能永久遺存顯著障害者。	9	20%
		4-1-2	鼻未缺損，而鼻機能永久遺存顯著障害者。	11	5%
5 口	咀嚼、吞嚥及語言障害(註5)	5-1-1	永久喪失咀嚼、吞嚥或言語之機能者。	1	100%
		5-1-2	咀嚼、吞嚥及言語之機能永久遺存顯著障害者。	5	60%
		5-1-3	咀嚼、吞嚥或言語構音之機能永久遺存顯著障害者。	7	40%
6 胸腹部臟器	胸腹部臟器機能障害(註6)	6-1-1	胸腹部臟器機能遺存極度障害，終身不能從事任何工作，經常需要醫療護理或專人周密照護者。	1	100%
		6-1-2	胸腹部臟器機能遺存高度障害，終身不能從事任何工作，且日常生活需人扶助。	2	90%
		6-1-3	胸腹部臟器機能遺存顯著障害，終身不能從事任何工作，但日常生活尚可自理者。	3	80%
		6-1-4	胸腹部臟器機能遺存顯著障害，終身祇能從事輕便工作者。	7	40%
	臟器切除	6-2-1	任一主要臟器切除二分之一以上者。	9	20%
		6-2-2	脾臟切除者。	11	5%
膀胱機能障害	6-3-1	膀胱機能完全喪失且無裝置人工膀胱者。	3	80%	
7 軀幹	脊柱運動障害(註7)	7-1-1	脊柱永久遺存顯著運動障害者。	7	40%
		7-1-2	脊柱永久遺存運動障害者。	9	20%
8 上肢	上肢缺損障害	8-1-1	兩上肢腕關節缺失者。	1	100%
		8-1-2	一上肢肩、肘及腕關節中，有三大關節以上缺失者。	5	60%
		8-1-3	一上肢腕關節缺失者。	6	50%

手指損害(註8)	8-2-1	雙手十指均缺失者。	3	80%	
	8-2-2	雙手兩拇指均缺失者。	7	40%	
	8-2-3	一手五指均缺失者。	7	40%	
	8-2-4	一手包含拇指及食指在內，共有四指缺失者。	7	40%	
	8-2-5	一手拇指及食指缺失者。	8	30%	
	8-2-6	一手包含拇指或食指在內，共有三指以上缺失者。	8	30%	
	8-2-7	一手包含拇指在內，共有二指缺失者。	9	20%	
	8-2-8	一手拇指缺失或一手食指缺失者。	11	5%	
	8-2-9	一手拇指及食指以外之任何手指，共有二指以上缺失者。	11	5%	
上肢機能障害(註9)	8-3-1	兩上肢肩、肘及腕關節均永久喪失機能者。	2	90%	
	8-3-2	兩上肢肩、肘及腕關節中，各有二大關節永久喪失機能者。	3	80%	
	8-3-3	兩上肢肩、肘及腕關節中，各有一大關節永久喪失機能者。	6	50%	
	8-3-4	一上肢肩、肘及腕關節均永久喪失機能者。	6	50%	
	8-3-5	一上肢肩、肘及腕關節中，有二大關節永久喪失機能者。	7	40%	
	8-3-6	一上肢肩、肘及腕關節中，有一大關節永久喪失機能者。	8	30%	
	8-3-7	兩上肢肩、肘及腕關節均永久遺存顯著運動障害者。	4	70%	
	8-3-8	兩上肢肩、肘及腕關節中，各有二大關節永久遺存顯著運動障害者。	5	60%	
	8-3-9	兩上肢肩、肘及腕關節中，各有一大關節永久遺存顯著運動障害者。	7	40%	
	8-3-10	一上肢肩、肘及腕關節均永久遺存顯著運動障害者。	7	40%	
	8-3-11	一上肢肩、肘及腕關節中，有二大關節永久遺存顯著運動障害者。	8	30%	
	8-3-12	兩上肢肩、肘及腕關節均永久遺存運動障害者。	6	50%	
	8-3-13	一上肢肩、肘及腕關節均永久遺存運動障害者。	9	20%	
手指機能障害(註10)	8-4-1	雙手十指均永久喪失機能者。	5	60%	
	8-4-2	雙手兩拇指均永久喪失機能者。	8	30%	
	8-4-3	一手五指均永久喪失機能者。	8	30%	
	8-4-4	一手包含拇指及食指在內，共有四指永久喪失機能者。	8	30%	
	8-4-5	一手拇指及食指永久喪失機能者。	11	5%	
	8-4-6	一手含拇指及食指有三手指以上之機能永久完全喪失者。	9	20%	
	8-4-7	一手拇指或食指及其他任何手指，共有三指以上永久喪失機能者。	10	10%	
9 下肢	下肢缺損障害	9-1-1	兩下肢足踝關節缺失者。	1	100%
		9-1-2	一下肢髌、膝及足踝關節中，有二大關節以上缺失者。	5	60%
		9-1-3	一下肢足踝關節缺失者。	6	50%
縮短障害(註11)	9-2-1	一下肢永久縮短五公分以上者。	7	40%	
足趾缺損障害(註12)	9-3-1	雙足十趾均缺失者。	5	60%	
	9-3-2	一足五趾均缺失者。	7	40%	
下肢機能障害(註13)	9-4-1	兩下肢髌、膝及足踝關節均永久喪失機能者。	2	90%	
	9-4-2	兩下肢髌、膝及足踝關節中，各有二大關節永久喪失機能者。	3	80%	
	9-4-3	兩下肢髌、膝及足踝關節中，各有一大關節永久喪失機能者。	6	50%	
	9-4-4	一下肢髌、膝及足踝關節均永久喪失機能者。	6	50%	
	9-4-5	一下肢髌、膝及足踝關節中，有二大關節永久喪失機能者。	7	40%	
	9-4-6	一下肢髌、膝及足踝關節中，有一大關節永久喪失機能者。	8	30%	

		節永久喪失機能者。		
9-4-7		兩下肢髖、膝及足踝關節均永久遺存顯著運動障害者。	4	70%
9-4-8		兩下肢髖、膝及足踝關節中，各有二大關節永久遺存顯著運動障害者。	5	60%
9-4-9		兩下肢髖、膝及足踝關節中，各有一大關節永久遺存顯著運動障害者。	7	40%
9-4-10		一下肢髖、膝及足踝關節均遺存永久顯著運動障害者。	7	40%
9-4-11		一下肢髖、膝及足踝關節中，有二大關節永久遺存顯著運動障害者。	8	30%
9-4-12		兩下肢髖、膝及足踝關節均永久遺存運動障害者。	6	50%
9-4-13		一下肢髖、膝及足踝關節均永久遺存運動障害者。	9	20%
足趾機能障害(註14)	9-5-1	雙足十趾均永久喪失機能者。	7	40%
	9-5-2	一足五趾均永久喪失機能者。	9	20%

註1:

1-1. 於審定「神經障害等級」時，須有精神科、神經科、神經外科或復健科專科醫師診斷證明及相關檢驗報告(如簡式智能評估表(MMSE)、失能評估表(modified Rankin Scale, mRS)、臨床失智評估量表(CDR)、神經電生理檢查報告、神經系統影像檢查報告及相符之診斷檢查報告等)資料為依據，必要時保險人得另行指定專科醫師會同認定。

- (1)「為維持生命必要之日常生活活動」係指食物攝取、大小便始末、穿脫衣服、起居、步行、入浴等。
- (2)有失語、失認、失行等之病狀症狀、四肢麻痺、錐體外路症狀、記憶力障害、知覺障害、感情障害、意欲減退、人格變化等顯著障害；或者麻痺等症狀，雖為輕度，身體能力仍存，但非他人在身邊指示，無法遂行其工作者：適用第3級。
- (3)中樞神經系統障害，例如無知覺障害之錐體路及錐體外路症狀之輕度麻痺，依影像檢查始可證明之輕度腦萎縮、腦波異常等屬之，此等症狀須據專科醫師檢查、診斷之結果審定之。
- (4)中樞神經系統之類廢症狀如發生於中樞神經系統以外之機能障害，應按其發現部位所定等級定之，如障害同時併存時，應綜合其全部症狀擇一等級定之，等級不同者，應按其中較重者定其等級。

1-2. 「平衡機能障害與聽力障害」等級之審定：因頭部損傷引起聽力障害與平衡機能障害同時併存時，須綜合其障害狀況定其等級。

1-3. 「外傷性癲癇」障害等級之審定：癲癇發作，同時應重視因反復發作致性格變化而終至失智、人格崩壞，即成癲癇性精神病狀態者，依附註1-1原則審定之。癲癇症狀之固定時期，應以經專科醫師之治療，認為不能期待醫療效果時，及因治療致症狀安定者為準，不論其發作型態，依下列標準審定之：

- (1)雖經充分治療，每週仍有一次以上發作者：適用第3級。
- (2)雖經充分治療，每月仍有一次以上發作者：適用第7級。

1-4. 「眩暈及平衡機能障害」等級之審定：頭部外傷後或因中樞神經系統受損引起之眩暈及平衡機能障害，不單由於內耳障害引起，因小腦、腦幹部、額葉等中樞神經系統之障害發現者亦不少，其審定標準如次：

- (1)為維持生命必要之日常生活活動仍有可能，但因高度平衡機能障害，終身不能從事任何工作者：適用第3級。
- (2)因中等度平衡機能障害、勞動能力較一般平常人顯明低下者：適用第7級。

1-5. 「外傷性脊髓障害」等級之審定，依其損傷之程度發現四肢等之運動障害、知覺障害、腸管障害、尿路障害、生殖器障害等，依附註1-1之原則，綜合其症狀選用合適等級。

1-6. 「一氧化碳中毒後遺症」障害等級之審定：一氧化碳中毒後遺症障害之審定，綜合其所遺諸症候，按照附註說明精神、神經障害等級之審定基本原則判斷，定其等級。

註2:

2-1. 「視力」之測定：

- (1)應用萬國式視力表以矯正後視力為準，但矯正不能者，得以裸眼視力測定之。
- (2)視力障害之測定，必要時須通過「測盲(Malingering)」檢查。

2-2. 「失明」係指視力永久在萬國式視力表0.02以下而言，並包括眼球喪失、摘出、僅能辨明暗或辨眼前一公尺以內手動或辨眼前五公分以內指數者。

2-3. 以自傷害之日起經過六個月的治療為判定原則，但眼球摘出等明顯無法復原之情況，不在此限。

註3:

3-1. 兩耳聽覺障害程度不同時，應依優耳之聽覺障害審定之。

3-2. 聽覺障害之測定，需用精密聽力計(Audiometer)行之，其平均聽力喪失率以分貝表示之。

3-3. 內耳損傷引起平衡機能障害之審定，準用神經障害所定等級，按其障害之程度審定之。

註4:

4-1. 「鼻部缺損」，係指鼻軟骨二分之一以上缺損之程度。其「機能永久遺存顯著障害」，係指兩側鼻孔閉塞、鼻呼吸困難、不能矯治，或兩側嗅覺完全喪失者。

註5:

5-1. 咀嚼機能發生障害，係專指由於牙齒以外之原因(如頰、舌、軟硬口蓋、顎骨、下顎關節等之障害)，所引起者。食道狹窄、舌異常、咽喉頭支配神經麻痺等引起之吞嚥障害，往往併發咀嚼機能障害，故兩項障害合併定為「咀嚼、吞嚥障害」：

(1)「喪失咀嚼、吞嚥之機能」，係指因器質障害或機能障害，以致不能作咀嚼、吞嚥運動，除流質食物外，不能攝取或吞嚥者。

(2)「咀嚼、吞嚥機能遺存顯著障害」，係指不能充分作咀嚼、吞嚥運動，致除粥、糊、或類似之食物以外，不能攝取或吞嚥者。

5-2. 言語機能障害，係指由於牙齒損傷以外之原因引起之構音機能障害、發聲機能障害及綴音機能障害等：

(1)「喪失言語機能障害」，係指後列構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語音機能中，有三種以上不能構音者。

(2)「言語機能遺存顯著障害」，係指後列構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語音機能中，有二種以上不能構音者。

A. 雙唇音：ㄅ ㄆ ㄇ (發音部位雙唇)

B. 唇齒音：ㄆ (發音部位唇齒)

C. 舌尖音：ㄌ ㄎ ㄎ (發音部位舌尖與牙齦)

D. 舌根音：ㄍ ㄎ (發音部位舌根與軟顎)

E. 舌面音：ㄌ ㄎ (發音部位舌面與硬顎)

F. 舌尖後音：ㄌ ㄎ (發音部位舌尖與硬顎)

G. 舌尖前音：ㄌ ㄎ (發音部位舌尖與上牙齦)

5-3. 因綴音機能遺存顯著障害，祇以言語表示對方不能通曉其意思者，準用「言語機能遺存顯著障害」所定等級。

註6:

6-1. 胸腹部臟器：

(1)胸部臟器，係指心臟、心囊、主動脈、氣管、支氣管、肺臟、胸腺及食道。

(2)腹部臟器，係指胃、肝臟、膽囊、胰臟、小腸、大腸、腸間膜、脾臟及腎上腺。

(3)泌尿器官，係指腎臟、輸尿管、膀胱及尿道。

(4)生殖器官，係指內生殖器及外生殖器。

6-2. 1.任一主要臟器切除二分之一以上者之主要臟器係指心臟、肺臟、食道、胃、肝臟、胰臟、小腸、大腸、腎臟、腎上腺、輸尿管、膀胱及尿道。

2.前述「二分之一以上」之認定標準對於對稱器官以切除一側，肺臟以切除二葉為準。

6-3. 胸腹部臟器障害等級之審定：胸腹部臟器機能遺存障害，須將症狀綜合衡量，永久影響其日常生活活動之狀況及需他人扶助之情形，比照神經障害等級審定基本原則、綜合審定其等級。

6-4. 膀胱機能完全喪失，係指必須永久性自腹表排尿或長期導尿管(包括永久性迴腸導管、寇克氏囊與輸尿管造口術)。

註7:

7-1. 脊柱遺存障害者，若併存神經障害時，應綜合其全部症狀擇一等級定之，等級不同者，應按其中較重者定其等級。

7-2. 脊柱運動障害須經X光照片檢查始可診斷，如經診斷有明顯骨折、脫位或變形者，應依下列規定審定：

(1)「遺存顯著運動障害」，係指脊柱連續固定四個椎體及三個椎間盤(含)以上，且喪失生理運動範圍二分之一以上者。

(2)「遺存運動障害」，係指脊柱連續固定四個椎體及三個椎間盤(含)以上，且喪失生理運動範圍三分之一以上者。

(3)脊柱運動限制不明顯或脊柱固定三個椎體及二個椎間盤(含)以下者，不在給付範圍。

註8:

8-1. 「手指缺失」係指：

(1)在拇指者，係由指節間關節以上切斷者。

(2)其他各指，係指由近位指節間關節以上切斷者。

8-2. 若經接指手術後機能仍永久完全喪失者，視為缺失。足趾亦同。

8-3. 截取拇趾接合於拇指時，若拇指原本之缺失已符合殘廢標準，接合後機能雖完全正常，拇指之部份仍視為缺失，而拇趾之自截部份不予計入。

註9:

9-1. 「一上肢肩、肘及腕關節永久喪失機能」，係指一上肢完全廢用，如下列情況者：

(1)一上肢肩、肘及腕關節完全強直或完全麻痺，及該手五指均永久喪失機能者。

(2)一上肢肩、肘及腕關節完全強直或完全麻痺者。

9-2.「一上肢肩、肘及腕關節永久遺存顯著運動障害」，係指一上肢各關節遺存顯著運動障害，如下列情況者：

(1)一上肢肩、肘及腕關節均永久遺存顯著運動障害，及該手五指均永久喪失機能者。

(2)一上肢肩、肘及腕關節均永久遺存顯著運動障害者。

9-3. 以生理運動範圍，作審定關節機能障害之標準，規定如下：

(1)「喪失機能」，係指關節完全強直或完全麻痺狀態者。

(2)「顯著運動障害」，係指喪失生理運動範圍二分之一以上者。

(3)「運動障害」，係指喪失生理運動範圍三分之一以上者。

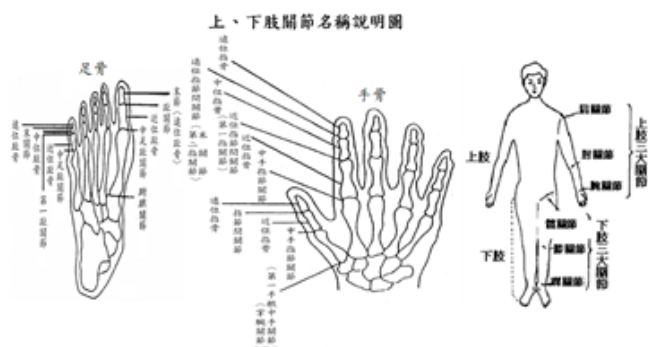
9-4. 運動限制之測定：

(1)以各關節之生理運動範圍為基準。機能(運動)障害原因及程度明顯時，採用主動運動之運動範圍，如障害程度不明確時，則須由被動運動之可能運動範圍參考決定之。

(2)經石膏固定患部者，應考慮其癒後恢復之程度，作適宜之決定。

9-5. 上下肢關節名稱及生理運動範圍如說明圖表。

(1) 上、下肢關節名稱說明圖



(2) 上、下肢關節生理運動範圍一覽表

上肢：

關節名稱	前舉 (正常 180 度)	後舉 (正常 60 度)	關節活動度 (正常 240 度)
左肩關節	前舉 (正常 180 度)	後舉 (正常 60 度)	關節活動度 (正常 240 度)
右肩關節	前舉 (正常 180 度)	後舉 (正常 60 度)	關節活動度 (正常 240 度)
左肘關節	屈曲 (正常 145 度)	伸展 (正常 0 度)	關節活動度 (正常 145 度)
右肘關節	屈曲 (正常 145 度)	伸展 (正常 0 度)	關節活動度 (正常 145 度)
左腕關節	掌屈 (正常 80 度)	背屈 (正常 70 度)	關節活動度 (正常 150 度)
右腕關節	掌屈 (正常 80 度)	背屈 (正常 70 度)	關節活動度 (正常 150 度)

下肢：

關節名稱	屈曲 (正常 125 度)	伸展 (正常 10 度)	關節活動度 (正常 135 度)
左髖關節	屈曲 (正常 125 度)	伸展 (正常 10 度)	關節活動度 (正常 135 度)
右髖關節	屈曲 (正常 125 度)	伸展 (正常 10 度)	關節活動度 (正常 135 度)
左膝關節	屈曲 (正常 140 度)	伸展 (正常 0 度)	關節活動度 (正常 140 度)
右膝關節	屈曲 (正常 140 度)	伸展 (正常 0 度)	關節活動度 (正常 140 度)
左踝關節	蹠曲 (正常 45 度)	背屈 (正常 20 度)	關節活動度 (正常 65 度)
右踝關節	蹠曲 (正常 45 度)	背屈 (正常 20 度)	關節活動度 (正常 65 度)

若被保險人可證明其另一正常側之肢體關節活動度大於上述表定關節活動度時，則依其正常側之肢體關節活動度作為生理運動範圍之測定標準。

註 10：

10-1.「手指永久喪失機能」係指：

(1)在拇指，中手指節關節或指節間關節，喪失生理運動範圍二分之一以上者。

(2)在其他各指，中手指節關節，或近位指節間關節，喪失生理運動範圍二分之一以上者。

(3)拇指或其他各指之末節切斷達二分之一以上者。

註 11：

11-1.下肢縮短之測定，自患側之腸骨前上棘與內踝下端之長度，與健側下肢比較測定其短縮程度。

註 12：

12-1.「足趾缺失」係指：自中足趾關節切斷而足趾全部缺損者。

註 13：

13-1.「一下肢髖、膝及足踝關節永久喪失機能」，係指一下肢完全廢用，如下列情況者：

(1)一下肢三大關節均完全強直或完全麻痺，以及一足五趾均喪失機能者。

(2)一下肢三大關節均完全強直或完全麻痺者。

13-2. 下肢之機能障害「喪失機能」、「顯著運動障害」或「運動障害」之審定，參照上肢之各該項規定。

註 14：

14-1.「足趾永久喪失機能者」係指符合下列情況者：

(1)第一趾末切斷二分之一以上者，或中足趾關節，或趾關節之運動可能範圍，喪失生理運動範圍二分之一以上者。

(2)在第二趾，自末關節以上切斷者，或中足趾關節或第一趾關節喪失生理運動範圍二分之一以上者。

(3)在第三、四、五各趾，係指末關節以上切斷或中足趾關節及第一趾關節均完全強直者。

註 15：

15-1. 機能永久喪失及遺存各級障害之判定，以被保險人於意外傷害事故發生之日起，並經六個月治療後症狀固定，再行治療仍不能期待治療效果的結果為基準判定。但立即可判定者不在此限。

附表二：重大燒燙傷

重大燒燙傷係指：二度燒燙傷面積大於全身百分之二十、三度燒燙傷面積大於全身百分之十、顏面燒燙傷合併五官功能障礙者。

(一)二度燒燙傷者應註明燒燙傷面積

(二)三度燒燙傷面積大於全身百分之十

國際分類號碼	分類項目
948.1	體表面積 10%-19% 之燒傷之三度燒傷 BURN OF 10%-19% OF BODY SURFACE
948.2	體表面積 20%-29% 之燒傷之三度燒傷 BURN OF 20%-29% OF BODY SURFACE
948.3	體表面積 30%-39% 之燒傷之三度燒傷 BURN OF 30%-39% OF BODY SURFACE
948.4	體表面積 40%-49% 之燒傷之三度燒傷 BURN OF 40%-49% OF BODY SURFACE
948.5	體表面積 50%-59% 之燒傷之三度燒傷 BURN OF 50%-59% OF BODY SURFACE
948.6	體表面積 60%-69% 之燒傷之三度燒傷 BURN OF 60%-69% OF BODY SURFACE
948.7	體表面積 70%-79% 之燒傷之三度燒傷 BURN OF 70%-79% OF BODY SURFACE
948.8	體表面積 80%-89% 之燒傷之三度燒傷 BURN OF 80%-89% OF BODY SURFACE
948.9	體表面積 90%-99% 之燒傷之三度燒傷 BURN OF 90%-99% OF BODY SURFACE

二、顏面燒燙傷合併五官功能障礙者

國際分類號碼	分類項目
940	眼及其附屬器官燒傷 BURN CONFINED TO EYE AND ADNEXA
941.5	臉及頰之燒傷，深部組織壞死(深三度)，伴有身體部位損害 BURN OF FACE AND HEAD, DEEP NECROSIS OF UNDERLYING TISSUE (DEEP THIRD DEGREE) WITH LOSS OF BODY PART