

# Frequent Traveller Insurance 密密遊旅遊保

# Terms and Conditions 條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢.請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字(亞太)保險有限公司乃友邦保險控股有限公司之子公司‧與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

#### **INSURING CLAUSE**

The Policyholder, the Insured Person and Blue Cross (Asia-Pacific) Insurance Limited ("the Company") agree that:

- 1. This Policy, the Policy Schedule, the Schedule of Benefits and any endorsement to this Policy shall be read together as one contract.
- The application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein.
- 3. The Definitions, Conditions, Exclusions contained herein and all endorsements attached hereto or endorsed hereon shall be read together with the Policy Schedule and the Schedule of Benefits and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- 4. The Policyholder shall pay the premium specified in the Policy Schedule.
- 5. The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy.
- 6. The due observance of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

#### TERRITORIAL SCOPE OF INSURANCE COVER

All benefits described in this Policy are subject to the following restrictions:

- For Worldwide Plan A and Worldwide Plan B whilst the Insured Person is travelling anywhere other than Place of Origin as defined in this Policy during the Period of Insurance.
- For China Plan whilst the Insured Person is travelling in The People's Republic of China including Macau Special Administrative Region, but excluding Hong Kong during the Period of Insurance.

# **DEFINITIONS**

- 1. "Accident" shall mean an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
- "Accidental Death" shall mean death resulting directly, solely and independently of any other cause from Injury by an Accident that occurs during the Journey within 12 Calendar Months after the date of the Accident.
- 3. "Act of Terrorism" or "Terrorist Act" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of

the public, in fear.

- 4. "Age" or "Aged" shall mean the age last birthday of the Insured Person on the commencement date of the Period of Insurance and if the same shall be less than 1, "Age" or "Aged" shall mean the attained age of the Insured Person on the commencement date of the Period of Insurance
- "Blue Cross Worldwide Emergency Aid" shall mean medical assistance or related services offered by the Company or its authorised representatives.
- 6. "Calendar Month" shall mean the period of time between any day in a month and the day immediately preceding the same day of the next succeeding month or, if there is no corresponding day in the next succeeding month, the last day of the next succeeding month.
- 7. "Chinese Medicine Practitioner" shall mean any Chinese bonesetter, acupuncturist or practitioner who is legally registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance, but excluding a Chinese Medicine Practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.
- "Close Business Partner" shall mean a business associate that has a share in the Insured Person's business.
- "Compulsory Quarantine" shall mean the Insured Person is being placed in compulsory isolation in a Hospital or at a specific place appointed by the government.
- 10. "Contents" shall mean all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family members.
- 11. "Eligible Expenses" shall mean those medical expenses necessitated by an Injury or a Sickness covered by this Policy and incurred on the recommendation of a Surgeon or Physician but not to exceed reasonable and customary charges for the same. The Eligible Expenses shall not in any event exceed the actual charges incurred.
- 12. "Hong Kong" shall mean Hong Kong Special Administrative Region.
- 13. "Hospital" shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which has all of the following:
  - a) facilities for diagnostic procedures and surgery;
  - b) 24-hour a day nursing services by registered graduate nurses;
  - c) is under the supervision of a Physician,

and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.

14. "Hospital Confinement" or "Confined" shall mean being confined in a hospital as an in-patient for Medically Necessary treatment for a minimum continuous period of 24 hours upon the recommendation of a Physician for stay in the hospital prior to his/her discharge.

- 15. "Immediate Family Member" shall mean an Insured Person's Spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.
- 16. "Infectious Disease" shall mean any kind of infectious disease for which a pandemic alert is issued by WHO and compulsory quarantine is required by the government.
- 17. "Injury" shall mean any bodily injury arising from an Accident occurred during the Journey, which solely and independently of any other cause (i) results in Accidental Death; or (ii) necessitates medical and/or surgical treatment.
- 18. "Insured Person" shall mean any person(s) named as Insured Person in the Policy Schedule or by way of subsequent endorsement to this Policy.
- 19. "Journey" shall mean a trip departing from the Place of Origin taken by an Insured Person during the Period of Insurance. Journey commences when the Insured Person completes the immigration departure clearance procedure at the Place of Origin and is deemed to have ended upon the earliest of (a) the expiry of the Period of Insurance specified in the Policy Schedule; (b) the expiry of a period of 90 consecutive calendar days for Worldwide Plan A and Worldwide Plan B or of 60 consecutive calendar days for China Plan (as the case may be); or (c) the Insured Person's arrival and completion of the immigration arrival clearance procedure at the Place of Origin after the trip.
- 20. "Loss of Hearing" shall mean the total and irrecoverable loss of hearing for all sounds of both ears where,

If a db – Hearing loss at 500 Hertz

If b db – Hearing loss at 1,000 Hertz

If c db – Hearing loss at 2,000 Hertz

If d db – Hearing loss at 4,000 Hertz

1/6 of (a+b+c+d) is above 80db.

- 21. "Loss of Limb" shall mean permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 22. "Loss of Sight" shall mean the entire, permanent and irrecoverable loss of sight.
- 23. "Loss of Speech" shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- 24. "Loss of Thumb, Fingers or Toes" shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- 25. "Loss of Use" shall mean total functional disablement.
- 26. "Medically Necessary" means the need to have treatment or services for the purpose of treating the subject Injury, Sickness or post-traumatic stress disorder (as the case may be) in accordance with the generally accepted standards of medical practice and such treatment or services must:
  - a) require the medical expertise of a Physician,

- registered psychiatrist or registered clinical psychologist (as the case may be);
- b) be consistent with the diagnosis and necessary for the treatment of the condition:
- c) be rendered in accordance with standards of good and prudent medical practice, and not rendered primarily for the convenience or the comfort of the Insured Person, his or her family, caretaker or his or her Physician, registered psychiatrist or registered clinical psychologist (as the case may be); and
- d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.
- 27. "Money" shall mean cash, currency note, coins, cheques, postal orders, bankers drafts, travellers cheques, travel tickets, saving certificates, stamps, gift tokens/coupon and cash coupon.
- 28. "Period of Insurance" shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
- 29. "Permanent Total Disablement" shall mean a result of an Accident that prevents the Insured Person from attending to his/her normal occupation for a minimum of 52 consecutive weeks certified at the end of that time by a Physician acceptable to the Company to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
- 30. "Personal Effects" shall mean articles of personal possession normally worn or carried by and belonged to the Insured Person, but excluding Money.
- 31. "Physician" or "Surgeon" shall mean only a person qualified by a degree in western medicine and duly licensed or legally authorised by the Government with jurisdiction in the geographical area of his/her practice to render medical or surgical service other than the Insured Person himself or herself or an Immediate Family Member of the Insured Person.
- 32. "Place of Origin" shall mean the place where the Journey commences. Regardless of the ordinary place of residence or the place of regular employment of an Insured Person, the Place of Origin of the Insured Person must be Hong Kong unless otherwise agreed by the Company in writing.
- 33. "Policy" shall mean and refer to the entire policy contract among the Policyholder, the Insured Person and the Company including this policy document, application, proposal, declaration and/or Beneficiary Designation Form submitted or made by the Policyholder or the Insured Person or his/her authorised representatives, the terms and conditions contained herein, the Schedule of Benefits, the Policy Schedule issued hereunder and any endorsements thereto.
- 34. "Policyholder" shall mean the person named as Policyholder in the Policy Schedule or by way of subsequent endorsement to this Policy.
- 35. "Pre-existing Condition" shall mean any injury, sickness, disease or physical condition which existed before the commencement date of the Period of Insurance in respect of the Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.

- 36. "Prescribed Medicines" or "Drugs" shall respectively mean any medicine or drug for which a Physician's prescription has been issued and has been dispensed by a Physician's surgery or by a licensed pharmacist in respect of treatment covered under this Policy.
- 37. "Public Conveyance" shall mean all public common carrier such as multi-engine aircrafts, buses, trains, ships, hovercrafts, ferries and taxis that are licensed (other than a contractor or private carrier) which any member of the public can board at a recognised stop and pay a fare.
- 38. "Serious Bodily Injury" or "Serious Sickness" shall mean Injury or Sickness which requires treatment by a Physician and certified by that Physician as being dangerous to life. Where the Insured Person and Travel Companion are concerned, the Physician shall also certify that they are unfit to travel or continue with the Insured Person's Journey.
- 39. **"Sickness"** shall mean a condition marked by a deviation from the normal healthy state of human being.
- 40. "Spouse", in relation to a person, shall mean the husband or wife of that person by a valid marriage.
- 41. "Travel Companion" shall mean the person who is accompanying the Insured Person during the Journey and is also insured with the Company under the same Journey.
- 42. "WHO" shall mean the World Health Organisation.

#### **POLICY BENEFITS**

Note: All Benefits payable to the Insured Person (or his/her legal representative) pursuant to Sections 1-16 below are subject to the maximum limits and sub-limits as stated in the Schedule of Benefits for the plan selected for the Insured Person, AND subject to the Terms, Conditions and Exclusions of the Policy herein.

# **SECTION 1 "Medical Expenses" Benefit**

#### 1.1 "Medical Expenses" Benefit

Eligible Expenses are payable for the hospitalisation, surgery, ambulance and paramedic services, diagnostic tests, consultation by Physicians and Prescribed Medicines and Drugs arising from the Insured Person's Injury or Sickness contracted or sustained during the Journey:

1.1a Room and Board

Where Eligible Expenses for hospitalisation are payable under this Section, the sub-limit for Room and Board shall apply. For the purpose of this Section, Room and Board shall mean hospital accommodation charges including meals and general nursing services incurred by an Insured Person who is registered as an in-patient in a Hospital.

1.1b Follow-up Medical Expenses

For the continuation of medical treatment of such Injury or Sickness received from a Physician or Surgeon in Hong Kong by the Insured Person within 90 days of his/her return to Hong Kong from overseas **provided that** medical treatment for such Injury or Sickness has first been sought

overseas from a Physician or Surgeon during the Journey.

1.1b(i) Chinese Bone-setting & Acupuncture Expenses

For the purpose of this Follow-up Medical Expenses benefit, medical treatment includes treatment received from a Chinese Medicine Practitioner in Hong Kong for Chinese Bone-setting and

Acupuncture arising from an Injury.

# 1.2 Extension of "Medical Expenses" Benefit for Trauma Counselling

In the event that the Insured Person is diagnosed as suffering from a post-traumatic stress disorder by a Physician as a direct result of his/her being a victim or eye-witness with first-hand information of Serious Bodily Injury, armed robbery, fire, explosion, natural disaster, hijack or Act of Terrorism occurred during the Journey and requires counselling service from a registered psychiatrist or registered clinical psychologist, the Company shall pay the reasonable and necessary medical expenses incurred (i) during the Journey; and/or (ii) in Hong Kong within 90 days of the Insured Person's return to Hong Kong upon the completion of the Journey for such counselling service. For the avoidance of doubt, this extension benefit shall form part of the "Medical Expenses" Benefit under Section 1 of this Policy.

The maximum amount of benefit payable under this Section to an Insured Person Aged over 70 shall not exceed 50% of the maximum benefit limit applicable to this "Medical Expenses" Benefit stated in the Schedule of Benefits of the plan selected.

# **Exclusions Applicable to Section 1**

The Company shall not be liable for:

- expenses related to additional cost of a single or private room at Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipments;
- 2. expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and medical equipment, appliances and accessories;
- expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms) (not applicable to Extension of "Medical Expenses" Benefit for Trauma Counselling);
- 4. expenses related to treatment or services undertaken without the related recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected covered Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance;
- medical expenses incurred after 180 days of the date of the Injury or Sickness was sustained or contracted;
- any medical expenses related to travel taken contrary to the advice of a medical practitioner or where the Journey is for the purpose of receiving medical or surgical treatment;

7. expenses incurred for any treatment or service which is not Medically Necessary.

# SECTION 2 "Overseas Hospital or Quarantine Cash Allowance" Benefit

# 2.1 Overseas Hospital Cash Allowance Benefit

Payable for each complete day (i.e. a continuous period of 24 hours) of the Insured Person's Hospital Confinement during the Journey. For the avoidance of doubt, no benefit will be payable for any confinement the period of which is less than 24 hours.

#### 2.2 Compulsory Quarantine Cash Allowance Benefit

Payable for each complete day (i.e. a continuous period of 24 hours) of quarantine in the event that the Insured Person is suspected or confirmed to have infected with Infectious Disease during the Journey and results in Compulsory Quarantine by the local government or by the government of Hong Kong within 7 days upon his/her return to Hong Kong.

# **Exclusions Applicable to Section 2.2**

The Company shall not be liable:

- 1. for any dwelling quarantine;
- 2. if the planned destination has been declared as an infected area by the local government and/or WHO before the commencement of the Journey;
- 3. if the quarantine period is less than a continuous period of 24 hours.

# SECTION 3 "24-Hour Worldwide Emergency Services"

**Emergency Medical Assistance** - In the event of a Serious Bodily Injury or Serious Sickness requiring hospitalisation abroad during the Journey, the Insured Person may contact "Blue Cross Worldwide Emergency Aid" by telephone or fax if assistance is needed in the following:

#### 3.1 Emergency Evacuation

Assistance in respect of the Insured Person to the nearest medical facility, if immediate treatment is required and adequate medical facilities are not available at the place of Accident or Sickness.

# 3.2 Repatriation

The necessary repatriation of the Insured Person to the medical facility in his/her Place of Origin following Emergency Evacuation in item 3.1 above by scheduled airline flight or other appropriate means of transportation if his/her original travel ticket is not valid for travel, provided that the Insured Person shall surrender any unused portion of his/her travel ticket to the Company and the travelling class of the scheduled Public Conveyance cannot exceed the travelling class of the original travel ticket of the Insured Person. Any decision on what constitutes 'necessary' repatriation of the Insured Person shall be made jointly and exclusively by both the attending Physician and the Company.

# 3.3 Hospital Deposits Guarantee

To guarantee or pay any required hospital admittance fees on behalf of the Insured Person and such amount shall be deducted from the "Medical Expenses" Benefit.

# 3.4 Additional Costs of Travel and Accommodation (including Caring Visit)

- a) Additional Costs of Travel and Accommodation additional costs of economy class travel returning to the Place of Origin for the Insured Person and additional costs of accommodation incurred by the Insured Person, when such costs arise from Serious Bodily Injury or Serious Sickness necessitating medical treatment of an Insured Person.
- b) Caring Visit reasonable additional accommodation and travelling expenses payable for the followings,
  - i) two Immediate Family Members to join the Insured Person; or
  - ii) one Immediate Family Member and one Travel Companion to join or accompany the Insured Person or stay behind to take care of the Insured Person.

if the Insured Person is Confined in a hospital for more than 3 days or has died abroad.

# 3.5 Return of Insured Children

Reasonable additional accommodation and travelling expenses for the return to the Place of Origin of the Insured Person's dependent children (Aged below 18) who are left unattended overseas as a result of Serious Bodily Injury or Serious Sickness or hospitalisation of the Insured Person.

# 3.6 Repatriation of Mortal Remains

Transportation charges for the repatriation of the mortal remains of the Insured Person to the Place of Origin.

# 3.7 Compassionate Death

In the event of death of the Insured Person during the Journey as a result of Serious Bodily Injury or Serious Sickness, the Company shall pay this Benefit to the legal personal representative of the Insured Person or the Insured Person's named beneficiary (if applicable) after the Company's receipt of the police report or death certificate of the Insured Person or other official certification of the Insured Person's death.

#### 3.8 Referral Services

Upon request of the Insured Person, referral services for legal assistance, interpreter, obtaining replacement of lost travel document or travel ticket etc. will be provided through "Blue Cross Worldwide Emergency Aid".

# **Exclusions Applicable to Section 3**

The Company shall not be liable for:

- 1. any benefits provided for under this Section (except item 3.7) after 180 days of the date of the Serious Bodily Injury or Serious Sickness was sustained or contracted;
- 2. any benefits provided for under this Section related to travel taken contrary to the advice of a medical practitioner or where the Journey is for the purpose of receiving medical or surgical treatment;
- 3. any benefits provided for under this Section if the Insured Person is travelling outside Hong Kong for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness, whether or not confined in a hospital as an in-patient or a resident in a nursing, rest or convalescent home, or rehabilitation centre or home for the aged or similar

establishment;

4. items 3.1, 3.2, 3.3 and 3.6 above if the Company's prior approval has not been obtained by the Insured Person or his/her representatives before any assistance is provided or payment of deposits is guaranteed.

Procedure: The Insured Person or his/her representatives shall call the following "Blue Cross Worldwide Emergency Aid" hotline for the "24-Hour Worldwide Emergency Services".

Tel: (852) 2263 7303 Fax: (852) 2263 7757
The party making such call will be required to provide the Policy Number, the name and Hong Kong Identity Card or Passport number of the Insured Person, the nature and the location of the emergency occurred and his/her own contact details. After validation, the "24-Hour Worldwide Emergency Services" will be provided through "Blue Cross Worldwide Emergency Aid".

#### **Limitations to Liabilities**

- The service providers, companies or professionals referred to the Insured Person by "Blue Cross Worldwide Emergency Aid" are not employees, agents or servants of the Company. Accordingly, they shall be responsible for their own acts as independent contractors.
- 2. The Company shall not be liable for any act or omission on the part of the aforesaid service providers, companies and/or professionals including but not limited to, physicians, hospitals and clinics.
- 3. The Company, the aforesaid service providers, companies and/or professionals shall not be held responsible for any failure or delay in providing services or assistance caused or contributed to by any administrative, political or government impediment, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions or any other circumstances beyond their control.
- 4. The use of the above services arranged by the Company is of the Insured Person's own accord. The Company shall not be liable for any loss or liability arising from such use.

#### SECTION 4 "Personal Accident" Benefit

1. Payable according to the Table of Benefits (as shown below) in the event that an Accident on the Journey results in the Accidental Death or any Permanent Disablement (as listed in the aforesaid Table of Benefits) of the Insured Person within 12 Calendar Months from the date of the Accident. If more than one Insured Event listed in the aforesaid Table of Benefits occurs to the Insured Person, the total benefits payable under this Section are limited to 100% of the maximum limit of this Benefit.

#### Table of Benefits

Table of Benefits					
			Benefits payable		
			(Percentage of		
Insu	Insured Events			num limit)	
			Basic	Enhanced	
			Cover	Cover	
1.	Accide	ental Death	100%	100%	
2.	Permai	nent Disablement 2.1 to 2.18			
	2.1	Permanent Total	100%	100%	
		Disablement			
	2.2	Permanent and incurable paralysis of all limbs	100%	100%	
	2.3	Permanent total Loss of Sight of both eyes	100%	100%	
	2.4	Permanent total Loss of Sight of one eye	50%	50%	
	2.5	Loss of or permanent total Loss of Use of two Limbs	100%	100%	
	2.6	Loss of or permanent total Loss of Use of one Limb	50%	50%	
	2.7	Permanent total Loss of Speech and Hearing	100%	100%	
	2.8	Permanent total Loss of Hearing in			
		a) both ears	N/A	75%	
		b) one ear	N/A	15%	
	2.9	Permanent total Loss of Speech	N/A	50%	
	2.10	Permanent total loss of the lens of one eye	N/A	30%	
	2.11	Removal of the lower jaw by surgical operation	N/A	30%	
	2.12	Loss of or permanent total Loss of Use of Thumb and four Fingers of a) right hand b) left hand	N/A N/A	70% 50%	
	2.13	Loss of or permanent total Loss of Use of four Fingers of a) right hand	N/A	40%	
		b) left hand	N/A	30%	
	2.14	Loss of Use of one Thumb	14/74	3070	
		a) both right joints	N/A	30%	
		b) one right joint	N/A	15%	
		c) both left joints	N/A	20%	
		d) one left joint	N/A	10%	
	2.15	Loss of Or permanent total Loss of Use of Fingers			
		a) three right joints	N/A	10%	
		b) two right joints	N/A	7.5%	
		c) one right joint	N/A	5%	
		d) three left joints	N/A	7.5%	
		e) two left joints	N/A	5%	
		f) one left joint	N/A	2%	

(In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 2.12 to 2.15 shall be reversed.)

Insured Events		Benefits payable (Percentage of maximum limit)		
			Basic	Enhanced
			Cover	Cover
	2.16	Loss of or permanent total Loss of Use of Toes		
		a) all – one foot	N/A	15%
		b) great – both joints	N/A	5%
		c) great – one joint	N/A	3%
		d) other – toe	N/A	2%
	2.17	Fractured Leg or Patella with Established Non-Union	N/A	10%
	2.18	Shortening of leg by at least 5 cm	N/A	7.5%

2. The maximum limit in respect of an Insured Person under 18 years of Age or over 70 years of Age shall be 30% of the maximum benefit limit of the "Personal Accident" Benefit applicable to the plan selected as stated in the Schedule of Benefits.

#### Extension of "Personal Accident" Benefit

Benefits under this Section are extended to cover an Accident causing an Insured Event listed in the aforesaid Table of Benefits to an Insured Person whilst travelling on a direct route:

- from his/her residence or regular place of employment in the Place of Origin to the immigration departure clearance control point within 3 hours prior to the scheduled departure time of the Public Conveyance, for the purposes of commencement of the Journey;
- from the immigration arrival clearance control point to his/her residence or regular place of employment in the Place of Origin within 3 hours of the scheduled arrival time of the Public Conveyance upon completion of the Journey.

For the purpose of this Section, if the whereabouts of an Insured Person cannot be located within 1 year after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on land or at sea in which the Insured Person was travelling during the Journey, it will be presumed that the Insured Person suffered an Accidental Death for the purposes of this Section.

# **Exclusions Applicable to Section 4**

The Company shall not be liable for:

 loss caused by an Injury which is a consequence of any kind of disease or Sickness.

# **SECTION 5 "Major Burns" Benefit**

Payable for Third Degree Burns sustained by the Insured Person during the Journey, that is the destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal to or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area. **Provided that** the assessment of the burns is certified by a Physician with medical reports and full diagnosis. If the Insured Person sustains such Third Degree

Burns to his head with burnt areas at 5% and to his total body surface area at 10% or to any greater extent at the same time, the benefit payable under this Section shall be paid once only.

# SECTION 6 "Cancellation Charges" Benefit

Payable where deposits or any payment for air tickets or tour packages or other travel arrangements or admission tickets to any major sporting event, musical, concert, museum or theme park are forfeited and are irrecoverable from the tour operator or airline concerned or any other sources upon cancellation prior to the Journey as a direct result of:

- death, Serious Bodily Injury or Serious Sickness of the Insured Person, the Immediate Family Members, Close Business Partner or Travel Companion. If cancellation of the Journey is due to Serious Bodily Injury or Serious Sickness of the Insured Person, the Immediate Family Members, Close Business Partner or Travel Companion but not resulting in confinement in a hospital as an in-patient, the benefit under this Section will be paid based on 50% of the forfeited amount;
- compliance with a witness summons, jury service or compulsory quarantine of the Insured Person;
- natural disaster, unanticipated outbreak of epidemic disease or industrial action involving Public Conveyance or riot or civil commotion (notwithstanding General Exclusion 2(c)) at the planned destination of the Journey within 1 week before the scheduled departure date of the Journey which prevents the Insured Person from commencing the Journey.
- serious damage to the Insured Person's principal home in Hong Kong arising from fire or flooding within 10 days from the scheduled departure date which requires the Insured Person's continued presence on the premises.

# The benefit payable under this Section is subject to the following conditions:

- 1. Benefit is payable only if any of the events stated in paragraph no.1 under this Section happen 24 hours after the date of issuance of this Policy and within 90 days prior to the commencement of the Journey or the order or notice of compliance of the events stated in paragraph no.2 under this Section is issued to the Insured Person 24 hours after the date of issuance of this Policy and within 90 days prior to the commencement of the Journey.
- 2. The Insured Person shall surrender any unused portion of his/her travel ticket(s) to the Company.
- 3. Once a claim is made under this Section, no other benefits shall be payable under this Policy in respect of the same Journey.

# **Exclusions Applicable to Section 6**

The Company shall not be liable for:

- 1. any loss if the Journey commences outside the Place of Origin;
- 2. any loss arising from death, Serious Bodily Injury or Serious Sickness of the Travel Companion if he/she is travelling in the capacity of a travel agent or tour escort

or tour leader or tour organiser for remuneration;

3. any loss arising out of Act of Terrorism.

For the purpose of Section 6, the Travel Companion (apart from being a "Travel Companion" as defined above) shall also be someone within the reasonable contemplation of the Company that his/her absence from the Journey will result in the abortion of the Journey.

# SECTION 7 "Curtailment of Trip" Benefit

Payable against loss after the commencement of the Journey on a pro-rata basis for each complete day of (i) the unused portion of pre-paid travel fare, accommodation deposit and/or (ii) the cost of any pre-paid and unused admission ticket to any major sporting event, musical, concert, museum or theme park which is irrecoverable from the tour operator or airline concerned or any other sources incurred for the Journey arising from necessary and unavoidable curtailment of the Journey and the additional Public Conveyance expenses for returning to the Place of Origin (based on economy class fare for any transportation mode) as a direct result of:

- death, Serious Bodily Injury or Serious Sickness of the Insured Person or the Immediate Family Members, Close Business Partner or Travel Companion;
- hijack of an aircraft or conveyance or any mechanical propelled vehicles and vessels arranged by travel agency in which the Insured Person is travelling as a fare-paying passenger;
- 3. adverse weather conditions, natural disaster or unanticipated outbreak of epidemic disease or industrial action involving Public Conveyance or riot or civil commotion (notwithstanding General Exclusion 2(c)) at the planned destination of the Journey which prevents the Insured Person from continuing with the Journey.

<u>Provided that</u> the Insured Person shall surrender any unused portion of his/her travel ticket to the Company if his/her original ticket is not valid for travel.

# **Exclusions Applicable to Section 7**

The Company shall not be liable for:

- 1. any loss and expenses arising from death, Serious Bodily Injury or Serious Sickness of the Travel Companion if he/she is travelling in the capacity of a travel agent, tour escort, tour leader, tour organiser for remuneration;
- any loss and expenses arising from the aircraft, mechanical propelled vehicle or vessel is driven by a Travel Companion or a tour member;
- 3. any loss and expenses directly resulting from any death, Serious Bodily Injury or Serious Sickness or hijack arising out of Act of Terrorism;
- 4. any loss and expenses which are recoverable under Section 8 below.

For the purpose of Section 7 (except exclusions no.2), the Travel Companion (apart from being a "Travel Companion" as defined above) shall also be someone within the reasonable contemplation of the Company that his/her absence from the Journey will result in the abortion of the Journey.

# **SECTION 8 "Travel Delay" Benefit**

# 8.1 Delay Coverage

Benefits under Section 8.1.1, 8.1.2 or 8.1.3 stated below are payable in the event that the departure of the scheduled Public Conveyance in which the Insured Person has arranged to travel with travel fare pre-paid is delayed for a period (if any) specified below due to conditions, adverse weather natural unanticipated outbreak of riot or civil commotion (notwithstanding General Exclusion 2(c)), Act of Terrorism, industrial action, hijack, mechanical breakdown of Public Conveyance or closure of the airport (collectively, "Covered Delay") until the Journey recommences on the first available alternative transportation offered by that Public Conveyance. The period of the Covered Delay will be calculated from the original scheduled departure time of the Public Conveyance until the revised departure time of the first available alternative transportation offered by that Public Conveyance.

#### 8.1.1 Cash Allowance Benefit

The Insured Person may claim HK\$250 for each and every completed 6 consecutive hours of a Covered Delay and up to a maximum limit stated in the Schedule of Benefits of the plan selected **provided that** no other benefits under this Section 8.1 shall be payable.

- 8.1.2 Additional Travel Expenses Benefit
  - a) Public Conveyance Expenses Benefit

Up to a maximum limit stated in the Schedule of Benefits of the plan selected in respect of additional Public Conveyance expenses reasonably incurred by alternative means on the same class as a direct consequence of a Covered Delay for at least 6 consecutive hours.

b) Overseas Accommodation Cost Benefit

Up to a maximum limit stated in the Schedule of Benefits of the plan selected in respect of any additional accommodation expenses reasonably and inevitably incurred overseas as a direct result of:

- a Covered Delay for at least 6 consecutive hours; or
- ii) the Insured Person's failure to catch in accordance with his/her itinerary a Public Conveyance (with travel fare pre-paid) immediately succeeding and connected with a Public Conveyance which is subject to a Covered Delay in direct consequence of such Covered Delay.
- 8.1.3 Cancellation Benefit Departure from Hong Kong In the event that the departure of the scheduled Public Conveyance from Hong Kong is delayed for at least 10 consecutive hours directly resulting in the Insured Person's failure to proceed with the Journey or cancellation of the Journey, the Company shall reimburse any loss occasioned by the forfeiture of deposits or any payment for air tickets or tour packages or other travel arrangements that are irrecoverable from the tour operator or airline concerned sustained by the Insured Person up to a maximum limit stated in the Schedule of Benefits of the plan selected.

# **Provided that:**

- i) such delay is a Covered Delay;
- ii) the Insured Person shall surrender any unused portion of his/her travel ticket(s) to the Company; and
- iii) once a claim is made under this Section 8.1.3, no other benefits shall be payable under this Policy in respect of the same Journey.

#### 8.2 Special Allowance - Airline Wind-up

Benefit under this Section is payable in the event of the airline in which the Insured Person has arranged to travel with travel fare pre-paid is publicly announced bankrupt or winding-up, the Company shall reimburse the additional expenses for alternative travel ticket up to a maximum limit stated in the Schedule of Benefits of the plan selected.

# **Exclusions Applicable to Section 8**

The Company shall not be liable if:

- 1. the travel delay arises from an act of omission on the part of the Insured Person, including the failure to confirm the advanced booking or check in or arrive at the departure gate at the scheduled time before departure;
- the Insured Person has not secured a confirmed advanced booking prior to the commencement of the industrial action, adverse weather conditions, natural disaster, unanticipated outbreak of riot or civil commotion, Act of Terrorism, hijack or mechanical breakdown of Public Conveyance concerned;
- the failure of the Insured Person to obtain written confirmation from the Public Conveyance on the number of hours and the reasons of such delay;
- 4. the travel delay arises from the Insured Person's deliberate refusal to travel on the alternative transportation offered by the Public Conveyance;
- 5. the travel delay arises from an accumulation of number of hours of delay from consecutive connected flights.

# SECTION 9 "Baggage Delay" Benefit

Payable in the event that the Insured Person suffers temporary deprivation of any of his/her baggage for at least 6 hours from the time of arrival at destination abroad due to delay or misdirection in delivery by a Public Conveyance on which the Insured Person is travelling during the Journey.

#### **Exclusions Applicable to Section 9**

The Company shall not be liable:

- 1. if the delay has not been certified by the relevant Public Conveyance or by an official "Property Irregularity Report" from the airline;
- if the delay is as a result of detention or confiscation by customs or other law enforcing officials;
- 3. under this Section if baggage is lost which results in a claim under Section 10;
- 4. any loss which occurred after the Insured Person returns to the Place of Origin.

# SECTION 10 "Baggage" Benefit

Payable where any loss, physical breakage or damage occurs to the following baggage brought along with or being carried by the Insured Person during the Journey directly resulting from theft, robbery, burglary, accident or mishandling by carriers. The Company shall at its option pay the benefit under this Section for such loss or damage, or the reasonable costs for repair or replacement of such loss or damage:

- Baggage or personal property owned by the Insured Person;
- 10.2. Portable computer equipment being carried by the Insured Person and owned by the Insured Person and/or the Policyholder; or
- 10.3. Business sample being carried by the Insured Person who is responsible for the safe custody of such sample.

#### **Provided that:**

- the Insured Person shall take reasonable precautions to ensure that the baggage concerned is in the safe custody and retention of the Insured Person or the carrier (as the case may be);
- 2. all the baggage must be examined by the Insured Person upon receipt from the carrier.

# **Exclusions Applicable to Section 10**

The Company shall not be liable for:

- loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
- loss of Money, negotiable instruments, bonds or securities, deeds, credit cards, stored value devices, such as Octopus cards and other instruments of payment or documents of any kind, passports, visas, and transportation, accommodation or any other travel vouchers or coupons;
- loss of or damage to any pager, portable telecommunication equipment, computer equipment or device with telecommunication functions (whether or not such functions are in operation during the Journey) and computer software;
- loss of or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff or car keys;
- 5. loss or damage caused by wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic breakdown or derangement, faulty design or workmanship, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
- 6. loss of or damage to any baggage or personal property that is left behind or unattended in a Public Conveyance or vehicle of any other kind or in a public place;
- 7. loss of or damage to Insured Person's baggage sent in advance or articles mailed or shipped separately;
- 8. loss of jewellery and watches unless such loss occurs

while such jewellery and watches are being worn or is being stored in a hotel safety deposit box;

- 9. loss by any mysterious disappearance;
- 10. loss of or damage to any baggage or personal property while in the custody of a carrier, unless the Insured Person reports immediately in writing to the carrier, or in the event that the carrier is an individual to his/her employer, within 24 hours upon discovery, who must acknowledge receipt of such report and, in the event of loss or damage occurred in an airline, a "Property Irregularity Report" must also be obtained;
- 11. any loss not reported to the local police within 24 hours of the discovery of the loss;
- 12. any claim for damaged personal property unless the Insured Person can produce the personal property for inspection by the Company.

## **SECTION 11 "Loss of Travel Documents" Benefit**

The reasonable cost incurred for the purpose of obtaining replacement of passports, travel tickets or pass and travel documents, as well as additional transportation expenses based on economy class fare and/or additional hotel accommodation expenses reasonably incurred during the Journey in effecting such replacements, are payable if an Insured Person loses his/her passports, travel tickets or pass and travel documents arising from theft, robbery, burglary or accidental loss during the Journey. This benefit is also extended to cover the replacement fees charged by the issuing authorities incurred within 30 days after returning to Place of Origin or expiry of this Policy, whichever is the earlier.

# **Exclusions Applicable to Section 11**

The Company shall not be liable for:

- 1. any loss which the Insured Person fails to report to Police within 24 hours or as soon as practicable upon discovery of such loss;
- any loss contributed to by the Insured Person leaving the passports, travel tickets or pass and travel documents unattended in a public place;
- 3. any benefit payable under this Section if the passports, travel tickets or pass and travel documents which lost are not necessary to complete the Journey.

# SECTION 12 "Personal Money" Benefit

Payable for losses of Insured Person's personal money in the form of banknotes, cash or travellers cheques directly arising only from theft, robbery or burglary during the Journey.

# **Exclusions Applicable to Section 12**

The Company shall not be liable for:

- any loss which the Insured Person fails to report to Police within 24 hours or as soon as practicable upon discovery of such loss;
- 2. loss of travellers cheques not immediately reported to the local branch or agent of the issuing authority;
- any loss or shortages of personal money arising due to an error or omission by any third party, any fluctuation in any rate of currency exchange, devaluation, or confiscation by any governmental authorities of any

kind;

- 4. if the Insured Person contributed to his/her own loss by leaving the personal money unattended in a public place;
- any loss occurring to Insured Person below 10 years of Age;
- 6. any loss arising from personal money which is not belonging to and being carried by the Insured Person.

#### SECTION 13 "Loss of Home Contents" Benefit

The cost of replacement or repair of the Insured Person's household Contents and Personal Effects is payable if the Insured Person suffers loss of or damage to the same as a result of burglary to the Insured Person's principal home in Hong Kong ("the Home") accompanied by forcible and violent entry to or exit from the premises leaving visible marks whilst the home is unoccupied during the Journey.

# **Exclusions Applicable to Section 13**

The Company shall not be liable for:

- loss or damage due to use of any key or duplicate thereof to gain access to the Home irrespective whether the key belongs to the Insured Person or not;
- loss or damage caused or facilitated by the reckless or wilful act of the Insured Person or the Insured Person's family members.

# SECTION 14 "Personal Liability" Benefit

Payable for the Insured Person's legal liability to a third party (inclusive of legal costs and expenses) for:

- 1. accidental bodily injury to a third party; or
- 2. accidental loss or damage to third party's property,

as a direct result of the Insured Person's negligence towards the third party during the Journey.

## **Exclusions Applicable to Section 14**

The Company shall not be liable for any liability, loss or claim:

- where the Insured Person or his/her authorised representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company;
- in respect of loss or damage to properties belonging to or in the care, custody or control of the Insured Person;
- 3. arising directly or indirectly from:
  - a) employers' liability, contractual liability or liability to the Immediate Family Members of an Insured Person;
  - b) pursuit of a trade business or profession;
  - c) ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
  - d) ownership, possession, hire, use or operation of vehicles, aircraft, watercraft or weapons;
  - e) legal costs or penalties resulting from any criminal proceedings;
  - bailment, contractual licences or conveyances of real

estate or personal property.

#### **SECTION 15 "Credit Card Protection" Benefit**

In the event of a claim is payable under this Policy for the Accidental Death of the Insured Person, the Company shall also reimburse the estate of the Insured Person for any outstanding balance charged to the Insured Person's credit card(s) for goods purchased by the Insured Person during the Journey.

# **Exclusions Applicable to Section 15**

The Company shall not be liable for:

- 1. any goods purchased without formal receipts;
- interest accrued or financial charges on the outstanding balance;
- 3. where this cover is available under any other insurance policy.

#### SECTION 16 Golfer "Hole-in-One" Benefit

One-off bar expenses incurred at that recognised golf course is payable in the event of the Insured Person achieving a 'hole-in-one' whilst playing in a competition or friendly game at any recognised golf courses during the Journey on that particular day.

# **Exclusions Applicable to Section 16**

The Company shall not be liable if:

- 1. the Insured Person does not provide the bill and the receipt of bar expenses together with a properly authenticated certificate of the 'hole-in-one' all issued by the recognised golf course;
- 2. the Insured Person is below the Age of 18;
- 3. the Insured Person is a professional golfer.

# **GENERAL EXCLUSIONS**

Unless specifically provided otherwise, this Policy does not cover the following:

- Where the loss, costs or expenses are recoverable from any other parties or other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. The Insured Person's claim against such other insurance and submission of the relevant claim settlement form to the Company shall be conditions precedent to any liability of the Company under this Policy to pay any balance of the claim not recoverable from such other insurance. (This does not apply to the Personal Accident and Overseas Hospital Cash Allowance Benefit Sections of this Policy);
- 2. Loss arising from a direct or indirect consequence of:
  - a) Pre-existing Conditions, congenital or hereditary conditions. If the Company alleges that by reason of this exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured Person or any other person claiming to be indemnified;
  - b) any Injury, Sickness, death, loss, expense or other liability attributable to HIV (Human

- Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused;
- c) war (whether declared or not), invasion, act of foreign enemies, civil war, rebellion, revolution, riot, civil commotion, military or usurped power, performing duties as a member of armed forces, or other law enforcing agencies;
- any wilful, malicious, unlawful or deliberate act of the Insured Person or his/her family member or Travel Companion;
- e) insanity;
- suicide, attempted suicide or intentional self-inflicted bodily injuries, mental or nervous disorders, abortion, miscarriage, assigned complications, pregnancy, child-birth, venereal and sexually transmitted diseases, the use of alcohol or drugs other than those prescribed by a Physician; dental treatment unless resulting from Injury to sound and natural teeth;
- g) nuclear fission, nuclear fusion or radioactive contamination;
- h) any biological, chemical and/or nuclear Terrorist Act;
- i) accidents whilst engaging in any sport or game in a professional capacity where an Insured Person would or could earn income or remuneration from engaging in such sport or game; racing of any kind (other than on foot) and competition; mountaineering necessitating the use of ropes, pitons or instructors; skydiving;
- accidents whilst engaging in any kind of manual labour work either in business or leisure or hazardous work engaging in offshore activities including commercial diving, oil rigging, mining, handling of explosives, site working, stunt works and aerial photography;
- k) trekking at an altitude limit greater than 5,000 meters above sea level or diving to a depth greater than 30 meters below sea level;
- losses which are indirect and consequential in nature except herein provided;
- m) any loss due to medical or physical conditions, weather conditions or other circumstances affecting the Insured Person, Immediate Family Members, Travel Companion or Close Business Partner of the Insured Person known to exist when any travel arrangements for the Journey are planned or made;
- n) any loss engaging in aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognised airline or air charter company which is duly licensed by the relevant authorities for the regular transportation of fare-paying passenger;
- o) in the event any portion of the sub-paragraphs (a) to (n) above is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# **GENERAL CONDITIONS**

 Automatic Extension for Unavoidable Delay - The Policy cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed during the Journey in the

- course of his/her scheduled itinerary as stipulated prior to departure incapacitating him/her from returning to the Place of Origin within the Period of Insurance due to an unexpected reason or condition, solely and independently of any other cause, entirely beyond the Insured Person's control. The extension will be terminated at the expiry of the maximum automatic extension period or on the date when such unavoidable cause of delay to the Insured Person is eliminated, whichever is earlier.
- 2. **No Direct Billing -** There is no direct billing provided under this Policy except as arranged through Blue Cross Worldwide Emergency Aid and approved by the Company.
- 3. **Age of Insured -** Any person between the Age of 6 weeks and 70 years (both Ages inclusive) is eligible to enrol as an Insured Person under this Policy. All children under the Age of 18 years must enrol to be insured together with their parent(s) or legal guardian. Any application for renewal of this Policy in respect of the coverage of an Insured Person over the Age of 70 shall be at the sole discretion of the Company. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance.
- 4. Recovery from Insured where charges exceed Benefits If the Emergency Medical Assistance or other services
  under this Policy are utilised, and the total charges
  exceed the total amount payable under the applicable
  limit of the Schedule of Benefits, the Insured Person shall
  be liable for such portion of charges exceeding the
  applicable limit.
- 5. Pair and Set In the event of loss of or damage to any article which is a part of a pair and set, the measure of loss of or damage to such an article shall be a reasonable and fair proportion of the total value of the pair and set and will not be construed to mean a total loss of the pair and set. (Note: camera body, lenses, storage devices and accessories will be treated as a set.)
- 6. One Set of Benefits If the Insured Person is covered under more than one policy underwritten by the Company for the same Journey, including the free insurance provided by the travel agent, if any, the liability of the Company in respect of any one Insured Person for the same Journey is limited to the maximum benefits payable under one of the policies which provides the highest amount of benefit in addition to any benefits which may be payable under the free insurance provided by the travel agent.
- 7. **Validity of Policy -** This Policy is only valid for leisure travel or business travel (limited to administrative and non-manual works only).
- 8. **Jurisdiction Clause** The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.
- 9. Governing Law This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Hong Kong.

- 10. Arbitration Clause All differences arising out of this Policy shall be determined by arbitration in accordance with Arbitration Ordinance and the laws of Hong Kong. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If any difference arising out of this Policy shall not have been referred to arbitration in accordance with this provision within 12 Calendar Months from the date on which the difference first arises, then the right to arbitration in respect of such a difference between the parties shall for all purposes be deemed to have been waived and abandoned and the difference shall not thereafter be brought to arbitration.
- 11. **Subrogation** The Company has the right to proceed at its own expense in the name of an Insured Person against third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to the Company.
- 12. **Notice** All notices required to be given by the Policyholder to the Company must be in writing and addressed to the Company and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.
- 13. Change In Risk During the Period of Insurance and upon the application of each renewal of this Policy, the Policyholder shall give immediate notice to the Company of any change of address, any material fact affecting this insurance including any injury, disease, physical or mental defect or infirmity affecting the Insured Person or any change thereof and also of any other insurance effected by or on behalf of the Insured Person against accident or incapacity.
- 14. Misrepresentation/Fraud If the application, proposal and/or declaration of the Policyholder and/or Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then the coverage of this Policy shall become null and void with effect from its commencement date.
- 15. **Renewal** Subject to the agreement of the Company, this Policy may be renewed for another year on the terms as the Company may determine upon payment by the Policyholder in advance of the premium payable for the benefits elected at the time of each renewal.
- 16. **No Claim Discount -** Provided that no benefit has been paid or is payable under this Policy for the following period of insurance, the premium payable for the renewal of this Policy shall be reduced by the corresponding discount rate specified hereunder:

Period of insurance immediately preceding such renewal	Discount rate	
1 year	10%	
2 consecutive years	15%	
3 consecutive years	20%	

- 17. Change in Benefits Subject to the approval of the Company, the Policyholder may request for change of level of benefits by switching to another plan and/or premium package, if applicable, offered by the Company only at the time of the renewal of this Policy.
- 18. Cancellation The Company may cancel this Policy by giving no less than 7 days' prior notice by registered letter to the Policyholder at his or her last known address provided that the Company shall in that event return to the Policyholder a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may also be cancelled or coverage of an Insured Person under this Policy may cease at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company and provided no claim has been made under this Policy or in respect of that Insured Person (as the case may be), the Policyholder shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's short period rates (as shown in the Short Period Rate Table below) for the period this Policy has been in force or the coverage period of that Insured Person (as the case may be) and, in case of cancellation of this Policy, subject to a minimum premium of HK\$500.
- 19. **Short Period Rate** The following table shall apply to determine the premium payable to the Company for the coverage of any additional Insured Person(s) in the event that any request for an addition of Insured Person(s) is made by the Policyholder during the Period of Insurance. Any application for adding Insured Person(s) under this Policy shall be subject to the prior written approval of the Company.

**Short Period Rate Table** 

Snort Period Rate Table				
Insurance period		Premium to be charged		
	1 month	30%		
	2 months	40%		
Not	3 months	50%	of annual	
	4 months	60%		
Exceeding	5 months	70%	premium	
	6 months	80%		
	7 months	90%		
Over 7 months		Full annua	l premium	

- 20. Abandoned Claims If the Company shall disclaim liability for any claim under this Policy, and such claim shall not have been referred to arbitration as described above within 12 Calendar Months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.
- 21. China Medical Card In the event of any loss of the China Medical Card, the Insured Person shall report to the Company within 48 hours followed with a written confirmation of such loss as soon as possible. The replacement cost of HK\$50 will be charged for each card.

- 22. Sanction Limitation and Exclusion Clause It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:
  - The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured Person or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured Person and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
  - (b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to 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 to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

#### **CLAIMS CONDITIONS**

- If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.
- 2. A written notice of claim must be given to the Company within 30 days after the occurrence of any event likely giving rise to a claim under this Policy (except that immediate written notice must be given for any possible claim under Section 14). All claims shall be made together with satisfactory proof to the Company and all proof shall be rendered at the Insured Person's own expense or his/her representative's expense.
- All claims must be submitted with comprehensive supporting information including, but not limited to, the following:
  - a) In the case of "Personal Accident" and "Major Burns" Benefits:
    - i) Hospital and/or Physician's reports giving details on the nature of the Injury and the extent and period of disability;

- ii) police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
- b) In the case of "Medical Expenses" Benefit (including the Extension of "Medical Expenses" Benefit for Trauma Counselling), Overseas Hospital Cash Allowance Benefit, Compulsory Quarantine Cash Allowance Benefit, "24-hour Worldwide Emergency Services", "Cancellation Charges" and "Curtailment of Trip" Benefits:
  - original bill(s), receipt(s), travel ticket(s), coupon(s) and contract(s) which are relevant to the claim;
  - ii) in respect of medical treatments, a full Physician's report and official documentation from the hospital or clinic stating the diagnosis of the condition treated and the date the Sickness, and/or Injury commenced, date, time, duration and place of such hospitalisation;
  - iii) a summary of the course of treatment including Prescribed Medicines and services rendered;
  - iv) a copy of the death certificate and the relevant coroner's report.
- c) In the case of "Baggage Delay", "Baggage", "Loss of Travel Documents", "Personal Money", and "Loss of Home Contents" Benefits:
  - any loss must be reported to the local police immediately and in any event no later than 24 hours after the loss occurred;
  - ii) a copy of a notification to the operating owner of the Public Conveyance or the carrier, as specified under the relevant Benefit, and their official acknowledgement in writing or a "Property Irregularity Report" from an airline when loss or damage has occurred in transit;
  - iii) certified written copy of police report when loss has occurred;
  - iv) all details including receipts as to date of purchase, price, model and type of items lost or damaged.
- d) In the case of "Travel Delay" Benefit:
  - official documentation from the operating owner of Public Conveyance giving the cause, date, time and the duration of the delay shall be provided by the Insured Person (not applicable to Section 8.2);
  - ii) original bill(s), receipt(s) and travel ticket(s) which are relevant to the claim.
- e) In the case of "Personal Liability" Benefit:
  - i) immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event;
  - written confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company;
  - iii) full documentation, including copies of the summons, court documents, solicitors' and other legal correspondence, letters of demand, must be submitted to the Company immediately upon receipt.
- f) In the case of "Credit Card Protection" Benefit:

- i) original credit card monthly statement(s) of the Insured Person showing the goods purchased during his/her Journey;
- ii) original invoice(s) and receipt(s) of the goods purchased during the Journey.
- g) In the case of Golfer "Hole-in-One" Benefit:
  - i) original "Hole-In-One" certificate authenticated by a recognised golf course;
  - ii) original invoice and receipt of the bar expenses incurred issued by the recognised golf course.
- 4. In the event of death of an Insured Person, any claims under this Policy shall be paid to the Insured Person's legal personal representative or the Insured Person's named beneficiary (if applicable).
- The Company shall be entitled to decline to take over the conduct of the Defence or settlement or handling of any claim if there have been a breach of the Policy terms and conditions.
- Incomplete claim forms will be returned to the claimant and any insufficiency of supporting information or documentation will result in delays in processing the claim.
- 7. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request from the Company requesting such further information, and the claim is thereafter deemed to be abandoned.
- 8. In the event the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to any such claim shall be fully refunded by the Insured Person to the Company upon its demand.

NOTE: Should there be any discrepancy between the English and Chinese versions, the English version shall apply and prevail.

#### 保險條款

保單持有人、受保人與藍十字(亞太)保險有限公司(「本公司」) 均同意:

- 本保單、保單承保表、保障項目表及本保單的任何批單須一併 閱讀,並視為同一份合約。
- 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據,並視為已收納於本保單內。
- 3. 本文所載的釋義、條件、不保事項及所有批單應與保單承保表 及保障項目表一併閱讀,而任何已賦予特定涵義的字詞具有該 等涵義。
- 4. 保單持有人須繳付保單承保表內所列的保費。
- 5. 本公司在符合本保單內的賠償限額、條款、條件及不保事項規 定下提供保險。
- 6. 受保人及有關索償人須適當遵守及履行本保單的條款、條件及 批單;及其在申請表格、投保書及聲明內容的真實性·乃本公 司根據本保單承擔賠償責任的先決條件。

#### 保險保障的地區範圍

本保單內所述的保障須符合以下規範:

- 1. 環球計劃 A 及環球計劃 B:當受保人於受保期內前往起保地點以外的任何地方旅遊。
- 2. 中國計劃:當受保人於受保期內前往中華人民共和國境內旅遊,包括澳門特別行政區(香港除外)。

# 釋義

- 「意外」指因暴力、外在及可見因素引致並且完全非受保人所 能控制的事故。
- 2. 「**意外身故**」指完全因於旅程中發生的意外受傷·而非涉及其 他原因所直接引致的死亡·而其須發生於由該意外發生當日起 計 12 個日曆月內。
- 3. 「恐怖活動」指任何包括但不限於因政治、宗教、意識形態等目的而意欲著恐怖活動或暴力推翻或影響合法或實際存在政府的機構的代表人士或人等及引起公眾驚恐的行為。
- 4. 「年齡」指受保人於受保期生效日起計的上一個生日時的年歲,而如在此情况下受保人少於一歲,年齡將以受保人於受保期生效日時的實際年齡作準。
- 5. **「藍十字全球緊急援助」**指本公司或其核准的機構提供的醫療協助或相關服務。
- 6. 「**日曆月**」指由某一月份內某一日子至下一個緊接著的月份內相同的日子之前一天為止或下一個緊接著的月份內最後一日 (如下一個緊接著的月份內沒有對應的相同日子)的期間。
- 7. 「中醫師」指任何根據《中醫藥條例》於香港中醫藥管理委員 會註冊的跌打、針灸或全科醫師·惟受保人本身或其直屬家庭 成員為中醫師者除外。
- 8. 「緊密業務夥伴」指於受保人的業務佔有股份的業務夥伴。

- 「強制隔離」指受保人被政府強制隔離於醫院或其他指定的隔離地點。
- 10. **「家居物品」**指受保人的所有傢具、陳設品、家居電器、家居 及個人用品包括供受保人或其家庭成員使用的家庭器具。
- 11. 「符合索償資格的費用」乃指受保範圍內的受傷或疾病所須·並經外科醫生或醫生建議的服務所支付的醫療費用·但不得超過該項服務合理慣例的收費。惟符合索償資格的費用不能超過實際支付費用。
- 12. 「香港」指香港特別行政區。
- 13. 「醫院」指具適當規模並已註冊為醫院·向患病及受傷人士提供收費留院護理及治療服務的組織·並須設有下述各項:
  - a) 診病及手術設施;
  - b) 由註冊畢業護士提供 24 小時護理服務;
  - c) 有醫生監督·
  - 一般診所、酗酒或吸毒人士治療所、療養護理院,或老人院或 同類機構,均非「醫院」。
- 14. 「住院」指按醫生建議需以住院病人身分留院最少連續 24 小時接受屬必需醫療的治療。
- 15. 「**直屬家庭成員」**指受保人的配偶、子女、父母、配偶的父母、 兄弟姊妹、祖父母、孫或法定監護人。
- 16. 「傳染病」指世衛發出大流行警戒·並政府需要實施強制隔離的任何種類傳染病。
- 17. 「受傷」乃指完全因於旅程中發生的意外·而非涉及其他原因所 直接引致的身體受傷·並 (i)引致意外身故或 (ii) 需要接受醫藥 及/或手術治療。
- 18. 「**受保人」**指於保單承保表或本保單的批單內列為受保人的人士。
- 19. 「旅程」指受保人於受保期內從起保地點出發的行程。旅程由受保人在起保地點辦妥離境手續起開始‧並視作於下述時間結束(a) 當保單承保表上列明的受保期屆滿;(b) 當旅程開始後連續90天期限屆滿(環球計劃A及環球計劃B)或當旅程開始後連續60天期限屆滿(中國計劃)(視情況而定);或(c)當受保人於外遊後返抵起保地點及辦妥入境手續‧以最早者為準。
- 20. 「失聰」指雙耳完全及不能復原的對所有聲音永久失聰即:

如果 a 分貝 - 損失聽力至 500 赫

如果 b 分貝 - 損失聽力至 1,000 赫

如果 c 分貝-損失聽力至 2,000 赫

如果 d 分貝 - 損失聽力至 4,000 赫

(a+b+c+d) 之1/6高於80分貝。

- 21. 「**斷肢」**指手腕或足踝關節位置或手腕或足踝關節以上位置的 眩體。
- 22. 「失明」指視力完全及永久地喪失及無法復原。
- 23. 「喪失說話能力」指無法發出說話所需的四種語言音中的 3 種 · 例如唇音、齒齦音、顎音及軟顎音 · 或聲帶完全喪失功能 · 或 大腦控制說話的中樞受損 · 導致語言失能症。
- 24. 「**喪失姆指、手指或腳趾」**指掌指關節或跖趾以上位置的關節 完全切斷。

- 25. 「喪失功能」指完全喪失有關肢體的功能。
- 26. 「必需醫療」指需要就治療該受傷、疾病或創傷後壓力症(視情況而定)接受治療或服務·而所進行的治療或服務按照一般公認的醫療標準乃屬必要的。被視為必需醫療的治療或服務必須符合以下各項:
  - a) 需要醫生、註冊精神科醫生或臨床心理學家的醫療專業知識 (視情況而定);
  - b) 與診斷一致, 並對傷病治療而言屬必需;
  - c) 根據良好及審慎的醫療標準提供·而主要並非為使受保人、 其家庭成員、護理者或其醫生、註冊精神科醫生或臨床心理 學家(視情況而定)帶來方便或感到舒適而提供;及
  - d) 在該情况下以最具成本效益的方式和設備提供。
- 27. 「金錢」指現金、流通紙幣、硬幣、支票、郵政匯票、銀行本票、旅行支票、旅遊套票、存款票據、郵票、禮品代幣/代用券及現金券。
- 28. 「受保期」指保單承保表內所列的保單生效時期。
- 29. 「永久完全傷残」指因發生意外而令受保人不能從事其正常工作持續至少 52 個星期·並在此 52 個星期結束時經本公司許可的醫生檢定證明該情況將令受保人永久完全失去任何從事有報酬工作的能力·並且無康復希望。
- 30. 「個人財物」指屬於受保人一般穿著或攜帶的個人物件,但不 包括金錢。
- 31. 「醫生」或「外科醫生」指有西方醫學學位資格·並獲在其執 業當地政府發出正式牌照或合法授權從事內科/外科診療的人士。惟受保人本身或其直屬家庭成員為醫生或外科醫生者除外。
- 32. 「起保地點」指受保人旅程開始時所處的地方。不論受保人的 日常居住或就業的地方、除經本公司書面同意外、「起保地點」 均為香港。
- 33. 「保單」指保單持有人、受保人與本公司之間的整份保單合約. 包括本保單文件由保單持有人或受保人或他/她核准的代表所 提交的申請書、投保書、聲明及/或保險受益人委任表本文所 載或隨附之條款、條件、保障項目表、保單承保表及任何批單。
- 34. 「保單持有人」指於保單承保表或本保單的批單內列為保單持 有人的人士。
- 35. 「**已存在的病症」**指受保人於受保期生效日前已存在的受傷、疾病或身體狀況而有關受保人當時已知悉或應合理地已知悉出現的病徵或徵兆。
- 36. 「經醫生處方的藥物」被保範圍內的治療而經由醫生處方的藥物,並由醫生門診配藥部門或註冊藥劑師配藥。
- 37. 「公共交通工具」指持合法牌照並可讓公眾人士於指定地點乘 搭及收費載客的公共交通工具,包括多引擎飛機、巴士、火車、 輪船、氣墊船、渡輪及的士(承包或非公共運輸者除外)。
- 38. 「**嚴重身體受傷」**或「**嚴重疾病**」 指受傷或疾病而需接受醫生 治理並證實身體狀況有生命危險。當涉及受保人和同行夥伴 時,更須獲得醫生證明為不適合旅遊或繼續受保人的旅程。
- 39. 「疾病」指身體顯示出異於正常健康的狀況。
- 40. 「配偶」,就一個人而言,指該人在有效婚姻中的丈夫或妻子。
- 41. 「同行夥伴」指在旅程中與受保人同行及就相同旅程受保於本公司的人士。
- 42. 「世衛」指世界衛生組織。

#### 保障項目:

注意: 受保人(或其合法代表)依據以下的第一至十六部分 可獲得的所有賠償將視乎其選擇的保險計劃及保障項 目表內的最高賠償額上限及分項賠償上限而定,並需 符合保單內條款、條件及不保事項的條文。

#### 第一部分 「醫療費用」 保障

#### 1.1「醫療費用」保障

受保人於旅程期間染上疾病或受傷而引致的留院、手術、救護 車及輔助醫療、診斷測試、向醫生求診及經醫生處方的藥物的 符合索償資格的費用。

1.1a 住院房間及膳食費用

住院房間及膳食費用的限額須用於在此部分下就留院 而賠償的符合索償資格的費用。就此部分而言,住院房 間及膳食費用指留院費用包括受保人為登記留院病人 所產生的膳食及一般護理服務費用。

1.1b 回港覆診費用

在受保人於旅程期間因該身體受傷或疾病曾在外地首次向醫生或外科醫生求診的前提下,其本人從外地返回香港後 90 天內於香港就該身體受傷或疾病接受由醫生或外科醫生提供的延續治療的費用。

1.1b (i) 跌打及針灸治療費用

就本「回港覆診費用」保障而言·將包括因受傷 引致由中醫師於香港提供的跌打及針灸治療。

#### 1.2 「醫療費用」的伸延保障 - 創傷輔導

如受保人在旅程中直接因其以受害者或第一身目擊者身分遇上嚴重身體受傷事故、持械行劫、火災、爆炸、天然災難、騎劫或恐怖活動而被醫生診斷罹患創傷後壓力症·並需要接受精神科註冊醫生或註冊臨床心理學家的輔導服務·本公司將支付受保人(i)於旅程途中及/或(ii)在旅程完結後返回香港起計90天內於香港因有關輔導服務而引致的任何合理及必需的醫療開支。為避免存疑·此伸延保障屬本保單第一部分「醫療費用」保障的一部分。

本「醫療費用」保障應付予 70 歲以上受保人士的最高賠償額將不可超過列在所保障項目表內所選計劃及適用於此部分保障的最高保障額之 50%。

# 適用於第一部分的不保事項

本公司不負責支付:

- 入住醫院的單人或私家病房或聘用特別或私家看護的額外費用;輪椅、拐杖或任何其他類似儀器的費用;
- 與整容手術、矯視、助視、隱形眼鏡、眼鏡、助聽器、義肢及 有關醫用器材、裝置及附件費用;
- 與精神或心理失常及精神或神經紊亂(包括任何初期徵兆或病徵)有關的費用(不適用於「醫療費用」的伸延保障 創傷輔導);
- 非由醫生建議的治療或服務、例行身體或健康檢查及非因旅程 中及於受保期內發生的懷疑受傷或疾病感染而須作出治療或診 斷的身體或健康檢查;
- 5. 於受傷或疾病感染日期 180 天後的任何醫療費用;
- 有違醫生勸告的旅行或特別為接受醫療或外科治療的旅程所有關的任何醫療費用。
- 7. 任何非必需醫療的治療或服務所引致的費用。

#### 第二部分 「海外住院或隔離現金津貼」保障

#### 2.1 海外住院現金津貼保障

如受保人於旅程中住院·則本公司將按受保人每一整天住院(即連續24小時)支付此保障。為避免存疑·任何為期不足24小時之留院·將不獲保障。

#### 2.2 強制隔離現金津貼保障

如受保人於旅程期間因被懷疑或確診感染傳染病而被當地政府或於回港後 7 天內被香港政府強制隔離,則本公司將按每一整天隔離(即連續 24 小時)支付此保障。

#### 適用於第 2.2 部分的不保事項

本公司將不負責賠償:

- 1. 任何家居隔離;
- 2. 若受保人預定前往的目的地於旅程開始前已被有關政府及/或 世衛宣佈為傳染病區域;
- 3. 若隔離時間少於連續 24 小時。

#### 第三部分 「24 小時全球緊急支援服務」

緊急醫療援助 - 如受保人不幸遇到嚴重身體受傷或嚴重疾病而需於海外留院 · 需要協助時 · 受保人可以電話或傳真聯絡「藍十字全球緊急援助」要求以下的支援服務:

#### 3.1 緊急運送

如受保人需緊急治療·而當地缺乏足夠醫療設施·將安排受保 人運送至最近的醫療中心。

#### 3.2 送返起保地點

於上述第 3.1 項的緊急運送至最近的醫療中心後,如需要運送 受保人返回起保地點就醫而受保人原有的交通票據不適用時, 安排以其他正常航班或合適交通工具運送,費用由本公司支 付。惟該交通票據未曾使用的部分須交由本公司處置及安排之 公共交通工具的等級並不可高於受保人原有交通票據的等級。 而任何構成「需要」把受保人送返起保地點的決定必須由主診 醫生和本公司共同作出。

## 3.3 入院按金保證

為受保人支付或作入院按金的保證·惟該款項須於「醫療費用」 保障的賠償中扣除。

#### 3.4 額外交通及住宿費用(包括親屬探望)

- a) 額外交通及住宿費用 -受保人因遭遇嚴重身體受傷或嚴重 疾病而需接受治療時·本公司將支付因此而令受保人返回起 保地點額外支出的經濟客位交通費用·以及受保人額外支付 的住宿費用。
- b) 親屬探望 如受保人於外地住院超過 3 天或身故·本公司 將根據以下情况負責合理額外交通及住宿費用·
  - i) 兩名直屬家庭成員前往探望及照料受保人;或
  - ii) 一名直屬家庭成員前往探望及一位同行夥伴留下照料 受保人。

#### 3.5 子女護送

因受保人嚴重身體受傷或嚴重疾病或留院·其同行的 18 歲以下子女因此在外地缺乏人照顧而須被送返起保地點·本公司將支付所需的合理額外住宿及交通費用。

#### 3.6 遺體運返

支付運送受保人的遺體或骨灰返回起保地點的費用。

#### 3.7 身故恩恤金

倘受保人在承保期內因嚴重身體受傷或嚴重疾病導致不幸身 亡·在收到警方報告或受保人之死亡証明書或其他正式身故核 證後本公司將向受保人的合法遺產代理人或指定遺產受益人 (如適用)支付此項賠償。

#### 3.8 轉介服務

應受保人要求·「藍十字全球緊急援助」將提供法律援助、傳譯 及補領遺失旅遊證件或交通票據等轉介服務。

#### 適用於第三部分的不保事項

本公司不負責支付:

- 1. 發生嚴重身體受傷或感染嚴重疾病 180 天後於此部分的任何保障(第3.7項除外);
- 2. 有關有違醫生勸告、或特別為接受醫療或外科治療的旅程·於 此部分下任何保障;
- 3. 於此部分下的任何保障·受保人因先前的意外或疾病而隨後為 得到醫學治療或作息或療養的目的而離開香港往外地旅行不論 是否以住院病人入院或入住於護理、療養之院舍或康復中心或 老人院或同類形機構;
- 4. 於受保人或其代表在第 3.1、3.2、3.3 及 3.6 項等保障中·沒有 獲得本公司預先核准去安排適當的協助及提供繳交按金的保 證。

手續: 受保人或其代表可致電「藍十字全球緊急支援」熱線· 以尋求「24小時全球緊急支援服務」。

電話:(852)22637303 傳真:(852)22637757

致電者需提供保單號碼、受保人的姓名、香港身份證號碼或護照 號碼、緊急事故性質及其所在地點以及致電者之聯絡資料。資料 一經核證後·本公司將透過「藍十字全球緊急支援」提供相關轉 介服務。

# 責任限制

- 1. 「藍十字全球緊急支援」為受保人所轉介的服務供應商、公司 或專業人士並非本公司的僱員、代理或員工,故其須以獨立承 判商身份承擔個別行為責任。
- 2. 本公司毋須就上述供應商、公司或專業人士,包括但不限於醫生、醫院及診所的任何行為或不作為承擔法律責任。
- 3. 因任何行政、政治或政府阻撓、工業行動、暴動、內亂,或任何類型的政局不安(包括但不限於戰爭、恐怖主義、起義)、反常氣候或控制範圍以外的任何其他情況,導致未能或延遲提供服務或支援,本公司、上述服務供應商、公司或專業人士概不自責。
- 4. 受保人使用本公司所安排的上述服務乃屬自願。 本公司對使用 有關服務而招致的任何損失或責任概不負責。

# 第四部分 「人身意外」 保障

1. 如受保人在旅程期間因意外而導致於有關意外發生後 12 個日曆月內意外身故或蒙受列於保障項目表內之任何永久傷殘·本公司將按照保障項目表(見下表)所述作出賠償。如受保人遭遇多於一項載於上述保障項目表內的受保事項·本公司就此部分應支付的總賠償額將不超過此保障之最高賠償額的 100%。

#### 保障項目表

		須付保障		
受保事項			(最高賠償額百分比)	
			基本保障	升級保障
1.	意外身故	故	100%	100%
2.	永久傷死	<b>選 2.1 至 2.18</b>		
	2.1	永久完全傷殘	100%	100%
	2.2	永久及無法治癒的四肢癱瘓	100%	100%
	2.3	永久完全喪失雙目視力	100%	100%
	2.4	永久完全喪失單目視力	50%	50%
	2.5	喪失或永久完全喪失兩肢功能	100%	100%
	2.6	喪失或永久完全喪失一肢功能	50%	50%
	2.7	永久完全喪失語言及聽覺能力	100%	100%
	2.8	永久完全喪失聽覺能力		
		a) 兩隻耳朵	不適用	75%
		b) 一隻耳朵	不適用	15%
	2.9	永久完全喪失語言能力	不適用	50%
	2.10	永久完全喪失單目的晶狀體	不適用	30%
	2.11	通過外科手術切除下顎	不適用	30%
	2.12	喪失或永久完全喪失拇指及四		
		隻手指功能		
		a) 右手	不適用	70%
		b) 左手	不適用	50%
	2.13	喪失或永久完全喪失四隻手指		
		功能		
		a) 右手	不適用	40%
		b) 左手	不適用	30%
	2.14	喪失或永久完全喪失一隻拇指		
		功能		
		a) 兩個右指骨	不適用	30%
		b) 一個右指骨	不適用	15%
		c) 兩個左指骨	不適用	20%
		d) 一個左指骨	不適用	10%
	2.15	喪失或永久完全喪失手指功能		
		a) 三個右指骨	不適用	10%
		b) 兩個右指骨	不適用	7.5%
		c) 一個右指骨	不適用	5%
		d) 三個左指骨	不適用	7.5%
		e) 兩個左指骨	不適用	5%
		f) 一個左指骨	不適用	2%

# (倘受保人為左臘子·於2.12至2.15 列為適用於左右手之百分率將對 調。)

HI-9	/			
	2.16	喪失或永久完全喪失腳趾功能		
		a) 全部腳趾 - 一隻腳掌	不適用	15%
		b) 大腳趾 - 兩個趾骨	不適用	5%
		c) 大腳趾 - 一個趾骨	不適用	3%
		d) 其他 - 腳趾	不適用	2%
	2.17	折斷腿部或膝蓋而無法縫合	不適用	10%
	2.18	腿部縮短至少 5 厘米	不適用	7.5%

2. 就 18 歲以下或 70 歲以上的受保人而言,最高賠償額將不可超過列在保障項目表內適用於所選計劃的人身意外保障最高保障額之 30%。

## 「人身意外」的伸延保障

本部分就受保人於以下的情況下發生意外導致上述保障項目表所列 的受保事項發生所伸延的額外保障:

 為開始旅程,受保人於所乘搭的公共交通工具的預定起程時間 前3 小時內,從其起保地點的居所或正常工作地點直接前往入 境處辦事處/櫃台途中;

2. 旅程結束後·受保人所乘搭的公共交通工具的預定抵達時間後 3 小時內·直接從入境處辦事處/櫃台前往其起保地點的居所或 正常工作地點途中。

如受保人於旅程期間其乘搭的飛機或其他陸上或海上交通工具墜毀、沉沒或失蹤·並於該墜毀、沉沒或失蹤日期後一年內未能確定受保人身處地點·受保人將按本部分被視作意外身故。

#### 適用於第四部分的不保事項

本公司將不負責:

1. 因任何疾病或病患導致受傷所引起的損失。

#### 第五部分 「嚴重燒傷」保障

如受保人於旅程中遭受三級程度燒傷(深入至皮下組織的損傷)且燒傷部分達其頭部表面面積的 5%或以上或其身體總表面面積的 10%或以上·本公司將作出賠償。惟燒傷的評估須由醫生提供的醫療報告及詳細診斷資料以作證明。如受保人同時於頭部表面面積的 5%或以上及身體總表面面積的 10%或以上遭受三級程度燒傷,此部分的保障只會支付一次。

#### 第六部分 「旅程取消」保障

如受保人直接因下述原因在旅程開始前要取消旅程而已繳付的機票、旅行團或其他旅遊安排或大型運動賽事、音樂劇、演唱會、博物館或主題公園的入場券的訂金或費用被没收並不獲有關旅行社或航空公司或其他相關機構退回,則本公司會向受保人作出賠償:

- 受保人、其直屬家庭成員、緊密業務夥伴或同行夥伴身故、嚴重身體受傷或嚴重疾病。如取消旅程之原因是受保人、其直屬家庭成員、緊密業務夥伴或同行夥伴有嚴重身體受傷或嚴重疾病而其並沒有以住院病人身分入院,此部分的賠償額只會限於被没收金額之50%;
- 2. 受保人須出任審判證人、陪審員或遭強制性隔離;
- 3. 因已計劃前往的目的地·於旅程預定出發日期前一星期內·發生天然災難、突然爆發廣泛性傳染病、突然發生涉及公共交通工具的工業行動、突然爆發的暴動或內亂(儘管一般不保事項第2(c)項另有規定)·而導致受保人不能展開旅程;
- 4. 在預定的出發日期前 10 天內·受保人因其香港的主要住所受到 水災或火災嚴重損毀而需要受保人繼續在場。

# 此部分的保障會根據以下的情况支付:

- 1. 保障只會支付如此部分第一段所提及的事件發生於本保單繕發日 24 小時後及旅程開始前 90 天內或此部分第二段所涉及的命令或公告或通知於本保單繕發日 24 小時後及旅程開始前 90 天內向受保人頒佈或發出。
- 2. 受保人須把未曾使用的交通票據部分交由本公司處置。
- 3. 此部分的保障一經索償·本公司將無須就同一旅程支付本保單下之其他保障。

# 適用於第六部分的不保事項

本公司將不負責賠償:

- 1. 旅程於起保地點以外的地方出發所引致的任何損失;
- 2. 如同行夥伴是以收報酬的旅行社代理人、導遊、領隊或旅行團

策劃人身份同行‧而因其不幸身故、嚴重身體受傷或嚴重疾病 所引致的損失;

3. 任何由恐怖活動引致的損失。

就第六部分而言,同行夥伴除符合上述同行夥伴之釋義外,他/她亦是一位其缺席將導致旅程取消的人士而此必須符合本公司的合理預料之內。

#### 第七部分 「縮短旅程」 保障

如受保人於旅程開始後因下列情況而直接引致旅程必須無可避免地縮短·本公司會按比例以每一整日計向受保人賠償原行程中已支付但未使用及不獲有關旅行社、航空公司或其他相關機構退回的 (i) 旅費及住宿訂金·及/或 (ii) 大型運動賽事、音樂劇、演唱會、博物館或主題公園的入場券費用·並支付受保人返回起保地點所須的額外公共交通工具費用(以經濟客位為限):

- 受保人或其直屬家庭成員、緊密業務夥伴或同行夥伴身故、嚴重身體受傷或嚴重疾病;
- 2. 受保人以付費乘客身份乘搭的航機或交通工具、或旅行社安排 的任何機械性推動的車輛或船艦遭騎劫;
- 3. 因已計劃前往的旅程目的地天氣情況惡劣、發生天然災難、突然爆發廣泛性傳染病、突然發生涉及公共交通工具的工業行動、突然爆發的暴動或內亂(儘管一般不保事項第 2(c)項另有規定)·而導致受保人不能繼續旅程。

就受保人原本的交通票據並不適用於餘下旅程的前提下·他/她須把未曾使用的交通票據部分交由本公司處置。

# 適用於第七部分的不保事項

本公司將不負責賠償:

- 1. 如同行夥伴是以收報酬的旅行社代理人、導遊、領隊或旅行團 策劃人身份同行,而因其不幸身故、嚴重身體受傷或嚴重疾病 所引致的損失及費用;
- 由同行夥伴或旅行團團員所駕駛的飛機或任何機械性推動的車輛或船艦引致的損失及費用;
- 任何由恐怖活動所引致的身故、嚴重身體受傷或嚴重疾病或遭 騎劫的損失及費用;
- 4. 按照以下第八部分可獲賠償之損失及費用。

就第七部分而言 (第二項不保事項除外)·同行夥伴除符合上述「同行夥伴」之釋義外·他/她亦是一位其缺席將導致旅程取消的人士而此必須符合本公司的合理預料之內。

#### 第八部分 「旅程延誤」保障

#### 8.1 延誤保障

如因惡劣天氣情況、天然災難、突然爆發的暴動或內亂(儘管一般不保事項第 2(c) 項另有規定)、恐怖活動、工業行動、騎劫、公共交通工具出現機械性故障或機場關閉,而引致受保人早已安排及已付款的公共交通工具之起程時間延誤長達下述規定時間(如有)(統稱「受保延誤」),直至有關公共交通工具提供最早可啓程的交通服務以恢復旅程,本公司將支付以下第8.1.1、8.1.2 或 8.1.3 部分之保障。受保延誤時間的計算乃由交通工具之原訂開出時間起計直至改乘由該公共交通工具安排所提供最先可啓程的代替交通工具的開出時間為止。

#### 8.1.1 現金津貼保障

在本公司無須支付第 8.1 部分其他保障的前提下·受保人可就每一完整及連續 6 小時的受保延誤索償 HK\$250·保障金額則以保障項目表內所列之最高賠償額(按受保人所選保險計劃而言)為限。

#### 8.1.2 額外旅遊費用保障

a) 公共交通費用保障

直接因受保延誤長達連續 6 小時或以上·而導致受保人須要轉乘其他代替公共交通工具(但相同等級客位)所引致的合理額外公共交通費用·保障金額則以保障項目表內所列之最高賠償額(按受保人所選保險計劃而言)為限。

b) 海外住宿費用保障

直接因下述緣故而引致合理及無可避免的額外海外住宿費用·保障金額則以保障項目表內所列之最高賠償額(按受保人所選保險計劃而言)為限:

- i) 受保延誤長達連續 6 小時或以上;或
- ii) 受保人直接因其所乘搭之公共交通工具出現受保延誤而使其未能依照行程安排乘搭隨後緊接的公共交通工具 (已付款)。

#### 8.1.3 取消旅程保障 - 香港出發

如因早已安排由香港出發的公共交通工具延誤連續 10 小時或以上·而直接導致受保人未能繼續或須取消旅程·本公司將賠償受保人已支付並不獲有關旅行社或航空公司退回的機票、旅行團、或其他旅遊安排的訂金或費用·賠償金額則以保障項目表內所列之最高賠償額(按受保人所選保險計劃而言)為限·

#### 惟須符合下述所有規定:

- i) 該延誤須為受保延誤;
- ii) 受保人須把未曾使用的交通票據部分交由本公司處置;及
- iii) 第8.1.3 部分的保障一經索償·本公司將無須就同 一旅程支付本保單下之其他保障。

#### 8.2 特別津貼 - 航空公司倒閉

如原先受保人已安排乘搭並已支付旅費的航空公司向外公佈其 破產或倒閉消息·本公司會在此部分賠償受保人因此要支付替 代的交通票據的額外開支。最高賠償額視乎受保人所選保險計 劃的保障項目上限。

#### 適用於第八部分的不保事項

本公司將不負責賠償:

- 1. 延誤事故因受保人遺漏包括未有預先確認其預訂或未於指定時間內辦理登機手續或抵達登機閘口而引致;
- 2. 受保人並未在工業行動、惡劣天氣、天然災難、突然爆發的暴動或內亂、恐怖活動、騎劫,公共交通工具出現機械性故障開始前確定其預訂;
- 3. 未能獲取公共交通工具機構書面證明延誤的時間及原因;
- 4. 延誤事故因受保人蓄意拒絕乘撘由公共交通工具機構所提供的代替交通工具;
- 5. 行程延誤是由連續的接駁航班之延誤時間所累積計算所引致。

#### 第九部分 「行李延誤」保障

如受保人在旅程中因乘搭的公共交通工具把與其同行之任何行李延 誤或誤送而引致受保人在抵達外國目的地後在不少於 6 小時內仍暫 時未能取回行李·本公司將支付此保障。

#### 適用於第九部分的不保事項

本公司將不負責賠償:

- 1. 如延誤事件未經相關公共交通工具機構或航空公司的正式「行李事故報告」證實;
- 2. 如延誤事件因遭受海關或其他有關部門拘留或充公所引致;
- 3. 如行李已遺失並已按第十部分「行李」保障部分作出索償;
- 4. 受保人返抵起保地點後的任何損失。

#### 第十部分 「行李」保障

如受保人於旅程中因盜竊、搶劫、爆竊、意外或運送者運送時不小 心處理而直接導致遺失或遭破損或毀壞下述隨行或隨身攜帶之行 李·本公司將向受保人作出賠償。惟本公司有權選擇按損失賠償或 支付更換或修理有關行李的合理費用作為賠償。

- 10.1 受保人所擁有的行李或個人財物;
- 10.2 受保人及/或保單持有人所擁有及由受保人隨身攜帶的可攜 式電腦設備;或
- 10.3 受保人隨身攜帶及由他 / 她負責安全保管的商業樣本。

#### 惟須按下述條款規定:

- 1. 受保人必須採取合理的預防措施以確保相關行李在其或運送者 (視何情況而定)手中得到妥善保管;
- 2. 從運送者接回所有行李時,受保人必須加以檢查。

#### 適用於第十部分的不保事項

本公司將不負責賠償:

- 因遭海關或其他有關部門檢查、延遲、扣留或充公而引致的損失或損壞;
- 2. 金錢、可轉讓票據、債券或證券、契約、信用卡、儲值的器件,如八達通卡,及其他任何類型的文件或付款工具,護照、簽證文件、交通及住宿代用券或任何旅遊代用券的損失;
- 3. 傳呼機、手提的通訊設備、附設通訊功能的電腦設備或裝置(不 論該功能是否於旅程中操作)及電腦軟件的損失或損壞;
- 所有容易損壞的物品,包括瓷器、玻璃物品、陶具、藝術品、 已鑲嵌或未經鑲嵌的寶石或半寶石或食品或汽車鑰匙的損失或 損毀;
- 5. 正常損耗·發霉蟲蛀·固有的瑕疵·機械、電機或電子故障· 設計錯誤或手工藝上缺陷·清洗維修或翻新過程或氣候或空氣 轉變引致的損壞·或價值本身折舊·而本公司有全權斷定其折 舊率:
- 在公共交通工具或任何其他種類的車輛內或於公眾地方遺漏或 在缺乏看管的情況下遺失的任何行李或個人財物;
- 7. 受保人預先分別郵寄或運送的行李或物品的損失或損壞;
- 8. 珠寶或手錶·除非佩帶著的珠寶或手錶或儲存於酒店保管箱內 的珠寶或手錶;
- 9. 任何離奇失蹤導致損失的物品;
- 10. 在運送期間遺失或損壞的行李或個人物件·除非受保人於發現後 24 小時內立即向運送機構或運送人員的僱主作出書面報告·而他們亦確認收該到書面報告。而當遺失或損壞是因航空公司而發生·便要取得航空公司填寫的行李事故報告書(PIR);

- 11. 任何該等遺失沒有於發現後 24 小時內向當地警方報案;
- 12. 任何受保人未能向本公司提供涉及索償的有關損壞的個人財物 作檢查的索償。

#### 第十一部分 「旅遊證件遺失」保障

如受保人於旅程中遭盜竊、搶劫、爆竊、意外遺失護照、交通票據、旅遊通行證及旅遊證件·本公司會賠償有關換領護照、交通票據、旅遊通行證及旅遊證件的合理費用及因有關換領所引致旅程中的合理額外酒店住宿及交通費用(以經濟客位為限)。此保障包括賠償於返回起保地點後或本保單的期限屆滿後30天內·以較早者為準·由簽發旅遊證件之機構所收取補領證件的實際費用。

#### 適用於第十一部分的不保事項

本公司將不負責賠償:

- 1. 任何損失未有於發現後 24 小時內或於可行的情況下盡快向當 地警方報案:
- 由於受保人將護照、交通票據、旅遊通行證及旅遊證件放於在公眾地方缺乏看管的情況下遺失護照、交通票據、旅遊通行證及旅遊證件;
- 遺失的護照、交通票據、旅遊通行證及旅遊證件並非為完成旅程所必須。

#### 第十二部分 「個人錢財」保障

如受保人於旅程中遭盜竊、搶劫或爆竊而直接導致其個人錢財即鈔 票、現金或旅遊支票上有所損失,本公司會作出賠償。

# 適用於第十二部分的不保事項

本公司將不負責賠償:

- 1. 任何損失未有於發現後 24 小時內或於可行的情況下盡快向當 地警方報案;
- 2. 遺失旅行支票而未有立即向當地的簽發機構報失;
- 因第三者錯誤或遺漏、貨幣匯兌率的浮動、貶值或政府機構充公引致個人錢財的短缺或損失;
- 4. 由於受保人將個人錢財放於公眾地方而缺乏看管的情況下有所 遺失;
- 5. 任何對 10 歲以下的受保人所構成的損失;
- 6. 不是屬於受保人及其携帶的個人錢財。

# 第十三部分 「家居物品損失」保障

如受保人於香港的主要住所在旅遊期間空置,而遭人使用暴力進出 及入屋爆竊並留下明顯痕跡,受保人將可獲賠償其家居物品及個人 財物的損失、重置或修理費用。

# 適用於第十三部分的不保事項

本公司將不負責賠償:

- 1. 因使用任何鑰匙或複製的鑰匙而導致的損失或損毁·無論該鑰 匙是否屬於受保人;
- 2. 因受保人或其家庭成員的魯莽或故意的行為而導致的損失。

## 第十四部分 「個人責任」保障

如在旅遊期間直接因受保人的疏忽導致:

- 1. 第三者意外身體受傷;或
- 2. 第三者財物意外受損,

而須向第三者負上法律責任(包括法律費用).本公司將作出賠償。

#### 適用於第十四部分的不保事項

本公司概不負責任何責任,損失或索償:

- 1. 如受保人或其授權代表已承認責任或達成任何協議或和解·而 事前並無知會本公司及取得本公司的書面同意;
- 2. 有關受保人擁有、託管或控制的財物的損失或損毀;
- 3. 由下列各項直接或間接引起者:
  - a) 僱主責任、合約性責任,或對受保人直屬家庭成員的責任;
  - b) 從事商業貿易或職業;
  - c) 擁有或佔用土地或建築物 (暫時佔用作臨時居所則除外);
  - d) 擁有、佔用、租用、使用或操作車輛、飛機、船隻或武器;
  - e) 進行任何刑事訴訟涉及的法律費用或罰款;
  - f) 保釋、合約牌照、產業或個人財產的轉讓。

# 第十五部分 「信用卡」保障

如受保人因意外身故而根據本保單可得賠償·本公司會賠償受保人 於旅程中以信用卡簽賬購物而未繳之款項予受保人的遺產。

#### 適用於第十五部分的不保事項

本公司將不負責賠償:

- 1. 沒有正式收據的任何所購買之物品;
- 2. 因過期未繳款項而需支付之利息或財政費用;
- 3. 此保障已由其他保險提供。

#### 第十六部分 高爾夫球「一桿入洞」保障

如受保人於旅程期間在任何認可的高爾夫球場內進行比賽或友誼賽時成功獲得「一桿入洞」的佳績·本公司將支付受保人當日一次過在該高爾夫球會酒吧內慶祝的消費。

# 適用於第十六部分的不保事項

本公司將不負責賠償·

- 1. 若受保人未能提供由認可高爾夫球場發出的是次「一桿入洞」 證書和酒吧消費賬單及收據;
- 2. 受保人未滿 18 歳;
- 3. 受保人為職業高爾夫球員。

# 一般不保事項

除本保單另有規定外,本保單不包括:

1. 如損失、費用、開支是可從任何其他各方或保險申請索償,不 論該保險注明屬主要的,分擔性的,附加的,或是待確定的或 其他。因此,受保人向其他保險索償及已遞交相關索償申請表 格須成為本公司在本保單下就任何未能向其他保險索償的餘下 部分有任何賠償責任之先決條件。(不適用於「人身意外」保障 及海外住院現金津貼保障);

- 2. 因下列任何原因直接或間接招致傷亡或損失:
  - a) 任何已存在的病症、先天或遺傳的疾病、症狀或身體狀況。 如本公司以此不保事項作為理據下指出任何損失並不承保 於本保單·受保人或其他人士稱可獲得賠償時是有舉証責任 提供於此不保事項所持的相反理據;
  - b) 任何因 HIV (人類免疫力缺乏症病毒)及/或任何與 HIV 有關的病症包括愛滋病(AIDS後天免疫缺乏症候群)、及/ 或其任何突變衍化物或變種造成的任何受傷、疾病、死亡、 損失、費用或其他責任;
  - c) 戰爭 (無論已宣戰與否)、侵略、外敵行動、內戰、叛亂、 革命、暴動、內亂、軍事或篡奪行動、為軍隊或執法機關執 勒:
  - d) 如受保人、其家庭成員或同行夥伴蓄意、惡意、非法或故意 的行為;
  - e) 精神錯亂;
  - f) 自殺、企圖自殺或蓄意自傷身體、精神或神經紊亂、墮胎、 流產、懷孕及其併發症、分娩、性病、服用酒精或非由註冊 醫生處方的藥物、非因自然及狀況良好的牙齒受傷而需進行 的牙齒護理治療;
  - g) 核裂變、核聚變或輻射污染;
  - h) 生物、化學及核子之恐怖活動;
  - i) 受保人從事任何專業性質的運動或競賽從而獲得收入或酬勞、任何(步行以外)速度賽和比賽時發生的意外事故、需要使用纜索、岩釘或需指導員的攀山運動、跳傘;
  - j) 從事任何體力勞動工作(無論商業或業餘)或從事離岸危險 活動包括商業潛水、石油開採、開礦、處理爆炸物、工地工 作、特技工作及空中攝影時發生的意外;
  - k) 在海拔 5,000 米以上進行高山遠足、或在 30 米水深以下潛水;
  - I) 除特別註明外,上述情況的間接或相應引致的損失;
  - m)任何在受保人計劃或作出任何旅程安排時已知悉存在·並影響受保人、其直屬家庭成員、同行夥伴或緊密業務夥伴的病情或身體狀況·天氣狀況或其他的情況所引致的損失;
  - n) 進行航空活動的損失·但以付費乘客身份乘搭由認可航空公司或由有關當局准許定期載付費乘客的持牌飛機租賃公司經營的持牌載客飛機則不在此限;
  - o) 如上述段落 (a) 至 (n) 的任何部分被視為失效或不能執行,其餘部分將仍然須維持具有十足效力及作用。

#### 一般條款

- 1. 因不能避免的延誤所引致自動延長保險期 如受保人在出發前已訂定的行程在旅程中,全因意料之外的原因或情況、並無其他原因及完全在受保人控制範以外,出現無可避免的延誤,令其無法在受保期內返回起保地點,保險期限可自動延長最多10天。本自動延長保險期會於自動延長期屆滿時或當該導致無可避免延誤的原因消除的日子終止,以兩者當中較早結束者為準。
- 2. **不可直接付賬** 除非經藍十字全球緊急援助安排並獲本公司批核,本保險將不會直接支付任何賬項。
- 3. **受保人年龄**-於投保時年齡介乎6周歲至70歲的人士(首尾歲數包括在內)方為合資格受保人。18歲以下的兒童必須與家長或合法監護人一同投保。本公司將保留一切酌情權給予70歲以

上的受保人士續保本保單。本公司會根據受保人於受保期生效 日的年齡以計算所須支付的賠償額。

- 4. **向受保人追討超額賠償**-倘若受保人需使用緊急醫療援助或其 他本保單內保障的服務而總費用超出保障項目表內適用限額之 下可得的最高賠償總額時,受保人則須負責超出適用限額之餘 額。
- 5. **對及組合**-如一對及組合中的部分配件遺失或受損·賠償額將依該配件於原對及組合中所佔的合作比例計算·而該對及組合並不會因此而被視為全損。(備註:相機機身、鏡頭、儲存器件及配件被視為一組合)。
- 6. 單一保障 如受保人就同一次旅程受到多於一份由本公司發出的保單所保障 · 包括(如有)由旅行社贈送的保險 · 本公司對任何一位受保人因同一旅程的責任只限於其中一份提供最高保障額的保單下可得的最高賠償額 · 及根據由旅行社贈送的保險下可獲得的保障賠償。
- 7. **保單有效性** 本保單只適用於消閒或公幹(只限行政性質及非體力勞動)的旅程。
- 8. **管轄權條款** 本保單提供的賠償不適用於並非由香港具司法管 轄權的法院發送或從該處獲得初審判決的任何判決。
- 9. **法規**-本保單須於香港發出,並受香港法律約束。任何由本保單引致或涉及的糾紛或歧異,均按香港法律解決。
- 10. **仲裁**-本保單產生的任何歧異將按現時有效的仲裁條例仲裁裁定。若立約方未能就仲裁人或公斷人的選擇達成共識‧則應將選擇提交香港國際仲裁中心當其時的主席決定。本合約明確規定‧在本保單下任何索償權或訴訟權的先決條件‧須先取得仲裁決定。如由本保單引起的任何爭議未能於爭議首度產生後12個日曆月內根據本條款提交仲裁‧任何一方就該爭議訴諸仲裁的權力須被視作放棄‧其後亦不能就該爭議提出仲裁。
- 11. **代位權** 本公司有權以受保人的名義·對可能須就引致本保單提出索償的事故負上責任的第三者提出訴訟·有關費用將由本公司承擔·而所得回的款項亦歸本公司所有。
- 12. **通知**-保單持有人向本公司提供的所有通知必須以書面發出· 並傳送至本公司的地址。除非由本公司的授權代表正式簽署· 否則本保單(包括其任何批單)的任何更改均屬無效。
- 13. **風險改變** 在受保期內及每次申請續保時,保單持有人必須就 地址更改或影響本保險的任何重要事實,包括影響受保人的任 何損傷、疾病、身體或精神之不健全或衰弱或其任何變化,以 及為受保人購買的任何其他意外或喪失能力之保險,即時通知 本公司。
- 14. **失實陳述/欺詐**-倘若保單持有人及/或受保人的申請表格、 投保書及/或聲明之內容有任何失實之處,或就影響風險的任何重要事實作出錯誤陳述或有所遺漏,或倘若此保險或其續保 涉及任何錯誤陳述、失實陳述或隱瞞,或有任何涉及欺詐成份 或誇大之索償或以虛假聲明或陳述為依據之索償,則本保單內 的保障將於本保單生效當日起視為無效。
- 15. **續保**-在本公司同意的大前提下,保單持有人可預先繳付保費並同意接受本公司就續保施加的條款,以續保一年,每次續保時應繳付之保費均由本公司按每次續保時所選的保障利益而釐定。
- 16. 無索償折扣 倘若本公司於下述保險期內未曾並無須支付本保單下之任何保障,保單持有人就續保本保單所應繳付之保費可按下列相應之折扣率獲得扣減:

緊接有關續保 前之保險期	折扣率	
一年	10%	
連續2年	15%	
連續3年	20%	

- 17. **保障的變動** 保單持有人只可於提交續保申請時要求以轉換計劃之方式更改保障級別或保費類別(如適用)·惟須得到本公司的批准。
- 18. 取消保單 本公司可按保單持有人最後為人所知的地址,以掛號信件的方式向保單持有人發出不少於 7 天通知,藉此取消本保單,惟本公司須按比例向保單持有人退還保險未屆滿期間的保費。保單持有人亦可向本公司發出不少於 7 天的書面通知以取消保單或終止受保人在本保單下之保障,而在本保單或有關受保人(視情況而定)無任何索償之情況下,保單持有人可獲得退還已付的保費與按本保單的生效期或有關受保人的保障期(視情況而定)及本公司短期保費率 (如下述短期保費率表所示)計算的保費(如取消本保單最低金額則為 HK\$500)兩者的差額(如有)。
- 19. **短期保費率** 倘保單持有人於受保期內要求增加受保人·就有關額外保障須繳付的保費將按下表計算。任何增加本保單下受保人之申請須經本公司書面批准。

#### 短期保費率表

和新师員十段				
保	<b>儉期</b>	應收保費		
	1 個月	全年保費的	30%	
	2 個月		40%	
不多於	3 個月		50%	
	4 個月		60%	
	5 個月		70%	
	6 個月		80%	
	7 個月		90%	
7 個月以上		全年保費的全額		

- 20. **放棄索價**-若本公司拒絕對本保單的索價作出賠價·而該項索 價並未於拒絕賠償日期起計 12 個日曆月內根據上文所述交付 仲裁·則該項索價就各方面而言將被視作放棄論·且日後不能 再提出索價。
- 21. 中國醫療店 如受保人丟失中國醫療店·應在 48 小時內通知本公司並盡快以書面確認。每張醫療店的補領費用為 HK\$50。
- 22. **制裁限制及不保條款** 特此聲明並同意·儘管本保單中有任何相反的規定:
  - (a) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險或(本公司認為)可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險,則本公司可在發出由本公司决定的書面通知時或後隨時終止本保單(無論是否自本保單生效日起計)。此後,本公司無需再與保單持有人及/或受保人及/或其他與本保單有關的任何個人或實體進行任何業務往來,包括但不限於根據本保單支付或收取任何款項。
  - (b) 在不影響上文第(a)段的前提下,如果提供保險、支付賠 價或提供保障令本公司面臨受到聯合國決議或歐盟、英 國、美國或任何適用於本公司的司法管轄區的貿易或經 濟制裁、法律或法規或任何其他適用的經濟或貿易制裁

法律或法規下的任何制裁、禁制或限制,或令本公司面 臨受到任何前述的制裁、禁制或限制的風險,則本保單 不應被視為提供保險,而本公司亦無責任支付任何賠償 或提供任何保障。

#### 索償條款

- 1. 如任何索償出現欺詐成分或蓄意誇大事實、或受保人或其代表申請本保單下的保障時有用任何欺詐方法或策略·本公司並無責任作出任何賠償。
- 2. 須於任何可能引致本保單下索償的事件發生後 30 天內以書面 知會本公司 (除在第十四部分下的任何索償須立即遞交的書面 通知書)。任何索償均須連同令公司滿意的證明一併提交·所有 證明的費用須由受保人或其代表負責。
- 3. 所有索償必須連同詳細全面的佐證資料及證明一併提交·包括 (但不限於)以下:
  - a) 如屬「人身意外」及「嚴重燒傷」保障:
    - i) 醫院及 / 或醫生報告·詳細闡述受傷的性質、程度及傷 殘時段;
    - ii) 有關的警方報告·如導致死亡·則須連同死亡證及驗屍 報告副本。
  - b) 如屬「醫療費用」保障(包括「醫療費用」的伸延保障 創 傷輔導)、海外住院現金津貼保障、強制隔離現金津貼保障、 「24小時全球緊急支援服務」、「旅程取消」及「縮短行程」 保障:
    - i) 與索償有關的賬單正本、收據、交通票據、代用券、合約;
    - ii) 如涉及治療·須提交醫院或診所的詳細醫生報告列明接 受治療的病症及受傷及/或疾病正式開始的日期·入院 的日期、時間、持續時間及地點;
    - iii) 治療過程包括治療時所使用經醫生處方的藥物及服務的損要;
    - iv) 死亡證明文件及相關驗屍官報告的副本。
  - c) 如屬「行李延誤」、「行李」、「旅遊證件遺失」、「個人錢財」及「家居物品損失」保障:
    - i) 任何遺失發生後必須立即或最遲不超過24小時內向警方報案;
    - ii) 如遺失或損壞乃於付運途中發生,則須提交向有關公共 交通工具或運送者的經營者遞交的報告副本及該公司 的正式書面收據、或由航空公司填寫的行李事故報告書 (PIR);
    - iii) 如有任何遺失·則需提交警方的書面報告認證副本;
    - iv) 所有詳情包括遺失或損壞物品的單據、購買日期、價 錢、型號及種類。
  - d) 如屬「旅程延誤」保障:
    - i) 受保人須提交由公共交通工具發出的正式文件·列明延 誤原因、日期、時間及延誤的持續時間(不適用於第8.2 部分)。
    - ii) 與索償有關的賬單正本、收據、交通票據。
  - e) 如屬「個人責任」保障:
    - i) 須立即以書面知會本公司可能引致的索償並指出事件 的性質及情況;
    - ii) 書面確定未有在未經本公司知悉及書面同意前作任何

責任承認及達成任何和解協議;

- iii) 全套文件,包括傳票、法庭文件、律師或其他法律書信、 索償書信副本,須於收到後立即將之交予本公司。
- f) 如屬「信用咭」保障:
  - i) 信用咭月結單正本顯示受保人在旅程期間以信用咭簽 賬的購物;
  - ii) 提供在旅程期間所購買物品的發票及收據正本;
- g) 如屬高爾夫球「一桿入洞」保障:
  - i) 高爾夫球場發出的「一桿入洞」證書正本;
  - ii) 由認可高爾夫球場發出的酒吧消費發票及收據正本;
- 4. 如受保人因不幸身故·本保單下受保人可得的任何賠償·須根據香港法法例給予受保人的合法遺產代理人或指定遺產受益人(如適用)。
- 5. 如有違反本保單的條款及條件·本公司有權拒絕代表受保人就 任何索償作出抗辯、達成和解或處理索償。
- 6. 未填妥的索償表格將會退回予索償人而資料或文件不足會對索 償人的索償申請的處理造成延誤。
- 7. 如本公司未能在提出書面要求的 60 天內收取所需索償資料·本公司即不會對任何索償承認責任·而該索償在任何方面言將視為已予放棄。
- 8. 如本公司有權終止或拒絕本保單所承擔的責任·如本公司提出 有關要求·受保人必須全數退還任何已作出的賠償金額予本公司。

註:中英文版本如有差異,以英文版本為準。