



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# GBA TravelChill Insurance 大灣區輕鬆行

## 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。

## TERMS AND CONDITIONS FOR GBA TravelChill Insurance

### INSURING CLAUSE

The Policyholder, each Insured Person and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract;
2. the terms, conditions and exclusions contained in the Certificate of Insurance shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein;
3. the application, proposal (if applicable) and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
4. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Certificate of Insurance in full and the application has been approved by the Company;
5. the Company shall provide insurance subject to the limits, Terms, Conditions and Exclusions of this Policy; and
6. the due observance of the Terms, Conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by every 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

1. Subject to the other terms and conditions of this Policy, the Company will cover any Journey an Insured Person makes to the Guangdong-Hong Kong-Macao Greater Bay Area from Hong Kong.

### DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

1. **“Accident” or “Accidental”** shall mean an unforeseen, sudden and unintended event which happens during the Period of Insurance, and caused by violent, external and visible means.
2. **“Age”** shall mean the age as of the last birthday of the Insured Person on the commencement date of the Period of Insurance. Age less than 1 shall be considered as 1 under this Policy.
3. **“Certificate of Insurance”** shall mean the document proof that the insurance contract existed and attached to

this Policy.

4. **“Chinese Medicine Practitioner”** shall mean a Chinese medicine practitioner who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong), but in no circumstance shall include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or the Insured Person.
5. **“Company”** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
6. **“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 Physician but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
7. **“Food poisoning”** shall mean a gastro-intestinal medical condition caused by infectious organisms including bacteria, viruses and parasites or other toxins in food or drinks that:
  - a) first started and was first contracted, where physical signs and symptoms are first displayed;
  - b) was diagnosed by a Physician as food poisoning using internationally accepted medical diagnostic criterion, with acceptable clinical and laboratory evidence; and
  - c) is not related to a Pre-existing Condition.
8. **“Fractured Leg or Patella with Established Non-union”** shall mean a complete break into 2 or more pieces of the patella or leg bone and the broken leg does not mend properly and function normally. This condition will last for the remainder of life of the Insured Person.
9. **“Guangdong-Hong Kong-Macao Greater Bay Area”** shall mean Hong Kong, Macau, Guangzhou, Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing.
10. **“Hong Kong”** shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.
11. **“Hospital”** shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as resident patients, and which:
  - a) has facilities for diagnostic procedures and major operations;
  - b) provides 24-hour nursing services by licensed or registered nurses;
  - c) maintains a Physician; and
  - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or a similar establishment.
12. **“Hospital Confinement” or “Confined”** shall mean the status of staying in a Hospital as an in-patient for medical treatment upon the recommendation of a Physician for a

minimum continuous period of 24 hours prior to discharge.

13. **"Immediate Family Member"** shall mean a person's Spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.
14. **"Injury"** shall mean any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) occasions the death of a person within 12 calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
15. **"Insured Person"** shall mean any person named as an "Insured Person" in the Certificate of Insurance or the subsequent endorsement to this Policy.
16. **"Journey"** shall mean the trip taken outside Hong Kong for travelling within the Guangdong-Hong Kong-Macao Greater Bay Area by an Insured Person, which shall commence when the Insured Person completes the immigration departure clearance procedure in Hong Kong on or after the commencement date of the Period of Insurance specified in the Certificate of Insurance for the purpose of commencing such trip and ends (a) on the last day of the Period of Insurance specified in the Certificate of Insurance or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to Hong Kong after such trip; or (c) on the expiry of a period of 3 consecutive calendar days (in respect of "One Month Plan"), 5 consecutive calendar days ("in respect of Three Months Plan") or 60 consecutive calendar days (in respect of "Annual Plan") after the commencement of such trip, whichever is the earliest.
17. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears at above 80dB measured as follows:  
$$\frac{1}{6} \text{ of } (a+b+c+d) > 80\text{dB}$$
where:  
a = hearing loss at 500 Hertz  
b = hearing loss at 1,000 Hertz  
c = hearing loss at 2,000 Hertz  
d = hearing loss at 4,000 Hertz  
and a, b, c and d are expressed in units of decibel (dB).
18. **"Loss of Limb"** shall mean the permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
19. **"Loss of Sight"** shall mean the entire, permanent and irrecoverable loss of sight.
20. **"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.
21. **"Loss of Thumb, Finger or Toe"** shall mean the complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints of the thumb, finger or toe.
22. **"Loss of Use"** shall mean a total functional disablement.
23. **"Medically Necessary"** shall mean the need to have treatment or service for the purpose of treating an 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 expertise of a Physician or Chinese Medicine Practitioner (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 professional and prudent standards of medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family members, caretaker or his attending Physician or Chinese Medicine Practitioner (as the case may be); and
  - d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.
24. **"Period of Insurance"** shall mean the period of time specified in the Certificate of Insurance during which this Policy is effective.
25. **"Permanent Total Disablement"** shall mean a total disablement caused by an Accident that prevents an Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks and is certified by a Physician acceptable to the Company at the expiration of the said period to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that such condition is beyond any hope of improvement. Upon certification by a Physician, a Permanent Total Disablement shall be deemed to have commenced on the first day of the said 52-week period.
26. **"Physician"** shall mean a medical practitioner who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing, and (ii) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to the Insured Person, but in no circumstance shall include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or the Insured Person(s).
27. **"Policy"** shall mean and refer to the entire policy contract among the Policyholder, the Insured Person(s) and the Company including these Terms and Conditions, the Schedule of Benefits, the Certificate of Insurance issued hereunder and any endorsements thereto together with the application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person(s) or his/their authorised representatives.
28. **"Policyholder"** shall mean the person named as certificate holder in the Certificate of Insurance or as "Policyholder" in the subsequent endorsement to this

Policy.

29. **“Pre-existing Condition”** shall mean any injury, sickness, disease or other condition which has existed before the (i) the issue date of the Policy or (ii) the date when any travel arrangements for the Journey is confirmed by or for the Insured Person (whichever is later) in respect of the Insured Person, which has manifested signs or symptoms of which the Insured Person is aware or should reasonably have been aware.
30. **“Prescribed Medicines and Drugs”** shall mean any medicine or drug for which a Physician’s prescription has been issued and has been dispensed in a Physician’s clinic or by a licensed pharmacist in respect of treatment covered under this Policy.
31. **“Public Conveyance”** shall mean all common public transport carriers which are mechanically propelled and are licensed to carry passenger for hire by the relevant authorities but exclude a contractor, chartered or private carriers, aircraft other than multi-engine fixed-wing aeroplane, and any other carriers which are operated primarily for sight-seeing service and amusement of the passenger.
32. **“Schedule of Benefits”** shall mean a schedule of benefits incorporated in this Policy, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.
33. **“Serious Bodily Injury”** or **“Serious Sickness”** shall mean an Injury or Sickness which requires treatment by a Physician, and which condition is certified by a Physician as being dangerous to life. Where an Insured Person is concerned, the Physician shall also certify that he is unfit to travel or continue with the Journey.
34. **“Sickness”** shall mean a condition marked by a deviation from the normal healthy state of human being.
35. **“Spouse”**, in relation to a married person, shall mean the husband or wife of that person by a lawful marriage.
36. **“Travel Companion”** shall mean the person travelling with an Insured Person for the whole Journey.

## POLICY BENEFITS

**Note:** All benefits payable to an Insured Person (or his legal representative) pursuant to Sections 1-7 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 this Policy.

### SECTION 1 Medical Expenses Benefit

#### 1.1 Medical Expenses during the Journey

The Company will reimburse the Eligible Expenses reasonably incurred by the Insured Person for the hospitalisation, surgery, ambulance and paramedic

services, diagnostic tests, consultation by Physicians and Prescribed Medicines and Drugs arising from the Injury sustained or Sickness contracted by the Insured Person during the Journey:

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

#### 1.2 Follow-up Medical Expenses in Hong Kong

The Company will also pay a claim under this benefit for the Eligible Expenses reasonably incurred by the Insured Person in Hong Kong within 90 days after his return from the Journey for the continuation of medical treatment by a Physician, **provided that** (i) Hong Kong is the final destination of the Journey and (ii) the medical treatment for such Injury or Sickness has first been sought from a Physician during the Journey.

**Chinese Medicine Practitioner Treatment Expenses** – The Follow-up Medical Expenses in Hong Kong benefit shall cover treatment received from a Chinese Medicine Practitioner in Hong Kong, including general practice, bone-setting and acupuncture.

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

#### Applicable to “One Month Plan” and “Three Months Plan”:

Notwithstanding anything to the contrary in this Policy, the maximum limit payable under Section 1 – Medical Expenses Benefit is HK\$150,000 per Insured Person per Journey and in the event that the Insured Person is covered by more than one (1) One Month Plan and/or Three Months Plan in a calendar year (whether consecutively or at intervals), the maximum limit payable under Section 1 – Medical Expenses Benefit shall additionally not exceed HK\$150,000 in aggregate per calendar year for each Insured Person (based on all One Month Plan and/or Three Months Plan policy(ies) insured during the same calendar year).

#### Applicable to “Annual Plan” only:

The maximum limit payable under Section 1 – Medical Expenses Benefit is HK\$200,000 per Journey per each Insured Person.

#### Exclusions Applicable to Section 1

The Company shall not be liable for:

- any expenses related to the 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 equipment;
- any 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;

3. any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms);
4. any expenses related to (i) treatment or services undertaken without the recommendation of a Physician; (ii) routine physical examinations or (iii) health check-ups not incidental to the treatment or diagnosis of a suspected Injury or Sickness sustained during the Journey;
5. any medical expenses incurred 180 days after the date on which the Injury or Sickness is sustained or contracted;
6. any medical expenses incurred (i) related to travel taken contrary to the advice of a medical practitioner or (ii) where any part of the Journey is for the purpose of receiving medical or surgical treatment; or
7. expenses incurred for any treatment or service which is not Medically Necessary.

## **SECTION 2 24-hour Worldwide Emergency Aid**

**Emergency Medical Assistance** - If the Insured Person suffers Serious Bodily Injury or Serious Sickness during the Journey, the Insured Person or his representative may contact "24-hour Worldwide Emergency Aid" hotline for the following services, provided that such Journey is not undertaken (i) against medical advice or (ii) for the purpose of seeking or obtaining any medical treatment abroad, or resting and recuperation following any accident or illness prior to the Journey.

### **2.1 Emergency Evacuation**

If the Insured Person's condition must require immediate medical treatment which is not available in the place of Accident or Sickness, emergency evacuation to the nearest appropriate medical facility will be arranged.

### **2.2 Repatriation to Hong Kong**

Necessary repatriation of the Insured Person to the medical facility in Hong Kong by scheduled airline flight or other appropriate means of transportation can be arranged, provided that (i) the Insured Person's original travel ticket is not valid for travel, (ii) the Insured Person shall surrender any unused portion of his travel ticket to the Company and (iii) the fare class of the scheduled Public Conveyance shall not exceed the fare class of the original travel ticket of the Insured Person.

Any decision in relation to repatriation, in particular, whether a repatriation is necessary, shall be made jointly and exclusively by both the attending Physician and the Company.

### **2.3 Hospital Deposit Guarantee**

The Company will guarantee or provide Hospital admission deposit to the Hospital on behalf of the Insured Person, provided that (i) any payment made hereunder shall be deducted from the "Medical Expenses Benefit"

payable under Section 1 of this Policy and (ii) the Policyholder and/or the Insured Person must repay the Company any Hospital admission deposit which cannot be offset by the benefit payable within the period of time requested by the Company.

Under all circumstances the Insured Person shall settle the full payment of the medical expenses directly with the Hospital prior to his discharge, including Hospital admission deposit guaranteed by the Company.

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

a) Additional Costs of Travel and Accommodation – The Company will reimburse additional costs of economy class travel returning to Hong Kong for the Insured Person and additional costs of accommodation reasonably incurred by the Insured Person, when such costs arise from Serious Bodily Injury or Serious Sickness necessitating medical treatment of the Insured Person in Hong Kong.

b) Caring Visit – In the event of death or Hospital Confinement for over 3 consecutive days of the Insured Person during the Journey, the Company will reimburse the additional accommodation and travelling expenses reasonably incurred by the following person:

- (i) two Immediate Family Members to join the Insured Person; or
- (ii) one Immediate Family Member and one Travel Companion to join the Insured Person or to stay behind to take care of the Insured Person.

### **2.5 Return of Unattended Dependent Children**

The Company will reimburse additional accommodation and travelling expenses reasonably incurred for returning to Hong Kong of the Insured Person's dependent child under the Age of 18 who is left unattended overseas as a result of the Serious Bodily Injury, Serious Sickness or hospitalisation of the Insured Person.

### **2.6 Repatriation of Mortal Remains**

The Company will reimburse the transportation charges reasonably incurred for the repatriation of the mortal remains of the Insured Person to Hong Kong.

### **2.7 Referral Services**

Upon request of the Insured Person or his representative, referral services for legal assistance, interpreter and replacement of lost travel document or travel pass will be provided through the "24-hour Worldwide Emergency Aid" hotline.

### **Exclusions Applicable to Section 2**

The Company shall not be liable for:

1. any expenses incurred 180 days after the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted; or
2. any benefits under subsections 2.1, 2.2, 2.3 and 2.6 of

this section if the Company's prior approval has not been obtained by the Insured Person or his representatives before any assistance is provided or payment of deposits is guaranteed.

**Procedure:**

The Insured Person or his representative shall call the following "24-hour Worldwide Emergency Aid" hotline for the services set out in this section.

Tel: (852) 2263 7303 Fax: (852) 2263 7757

The party making such call will be required to provide the insurance certificate number as shown in the Certificate of Insurance, the name and Hong Kong Identity Card or Passport number of the Insured Person, the nature and the location of the emergency and his contact details. After validation, the services under the "24-hour Worldwide Emergency Aid" will be provided.

**Limitations to Liabilities**

1. All service providers rendering services to the Insured Person under this section (including but not limited to the emergency assistance provider, physicians, and Hospitals) (the "Service Providers") are not employees, agents or servants of the Company. Accordingly, the Service Providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the Service Providers.
2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. The Company and the Service Providers shall not be held responsible for any failure to provide the "24-hour Worldwide Emergency Aid" services and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather condition, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event shall the Company be liable under this section or in the course of the provision of the "24-hour Worldwide Emergency Aid" services, for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. The Company may cancel this "24-hour Worldwide Emergency Aid" services by giving 30 days' prior notice to the Policyholder or Insured Person at the address last known to the Company.
6. The use of the "24-hour Worldwide Emergency Aid" services is of the Insured Person's own accord. The

Company shall not be liable for any loss or liabilities arising from such use.

**SECTION 3 Personal Accident Benefit**

The Company will pay the benefit in subsection 3.1 or 3.2 below according to the table of benefits as shown in this section (the "Table of Benefits") in the event that an Accident during the Journey results in the death or any permanent disablement of an Insured Person as listed in the Table of Benefits within 12 months from the date of the Accident, provided that the maximum limits for the benefits under subsections 3.1 and 3.2 for an Insured Person under the Age of 18 shall be limited to 50% of the benefit limits applicable to these subsections as stated in the Schedule of Benefits of this Policy.

**3.1 Accident on Public Conveyance**

The Company will pay this benefit according to the limit for each insured event set out in the Table of Benefits if the insured event occurs while the Insured Person is travelling as a fare-paying passenger on board a Public Conveyance or a mechanically propelled vehicle or vessel arranged by the travel agency, provided that no benefit will be payable under this subsection in any of the following circumstances:

- a) the Insured Person has made any statement that disclaims or discharges the liability of the Public Conveyance provider; or
- b) the mechanically propelled vehicle or vessel is driven by a Travel Companion, a tour member, or any person who is not registered and qualified to do so.

**3.2 Other Accidents**

The Company will pay this benefit according to the limit for each insured event set out in the Table of Benefits if an accident, other than an accident covered under subsection 3.1 above, occurs resulting in any insured event set out in the Table of Benefits.

***For the avoidance of doubt, a claim can only be made once under either subsection 3.1 or 3.2 in respect of the same accident.***

**Table of Benefits**

Insured Events		Benefit Limit for Each Insured Event*
1.	Accidental death	100%
2.	Permanent disablement (2.1 to 2.18)	
	2.1 Permanent Total Disablement	100%
	2.2 Permanent and incurable paralysis of all limbs	100%
	2.3 Permanent total Loss of Sight of both eyes	100%
	2.4 Permanent total Loss of Sight of one eye	50%
	2.5 Loss of or permanent total Loss of Use of two Limbs	100%
	2.6 Loss of or permanent total Loss of Use of one Limb	50%
	2.7 Permanent total Loss of Speech and Hearing	100%

Insured Events		Benefit Limit for Each Insured Event*
2.8	Permanent total Loss of Hearing in	
	a) both ears	75%
	b) one ear	15%
2.9	Permanent total Loss of Speech	50%
2.10	Permanent total loss of the lens of one eye	30%
2.11	Removal of the lower jaw by surgical operation	30%
2.12	Loss of or permanent total Loss of Use of Thumb and four Fingers of	
	a) right hand	70%
	b) left hand	50%
2.13	Loss of or permanent total Loss of Use of four Fingers of	
	a) right hand	40%
	b) left hand	30%
2.14	Loss of or permanent total Loss of Use of one Thumb as particularised below:	
	a) both right joints	30%
	b) one right joint	15%
	c) both left joints	20%
	d) one left joint	10%
2.15	Loss of or permanent total Loss of Use of a Finger as particularised below:	
	a) three right joints	10%
	b) two right joints	7.5%
	c) one right joint	5%
	d) three left joints	7.5%
	e) two left joints	5%
	f) one left joint	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.)		
2.16	Loss of or permanent total Loss of Use of Toes as particularised below:	
	a) all toes of one foot	15%
	b) both joints of a great toe	5%
	c) one joint of a great toe	3%
	d) each toe other than a great toe	2%
2.17	Fractured Leg or Patella with Established Non-Union	10%
2.18	Shortening of leg by at least 5 cm	7.5%

\* The benefit limit is equal to the applicable maximum limit of the "Personal Accident Benefit", as set out in the Schedule of Benefits of this Policy, multiplied by the prescribed percentage.

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

1. The total benefit payable under this section shall not exceed 100% of the maximum limit payable for subsection 3.1 regardless of the number of insured event occurred to the Insured Person during the Journey.
2. The total benefit payable under this section in respect of Injury to more than one portion of a limb or body part during a Journey shall not exceed the benefit limit payable in respect of the whole of that limb or body part.
3. For the avoidance of doubt, if benefit under this section is payable for an insured event in respect of permanent disablement occurred to a body part, no other benefits

shall be payable in respect of such permanent disablement under this section.

#### Extension of "Personal Accident" Benefit

The benefit under this section is extended to cover an Accident, which has led to an insured event, occurred to the Insured Person when he is travelling on a direct route:

- a) from his residence or regular place of employment in Hong Kong to the immigration departure clearance control point within 3 hours prior to the scheduled time of departure of the arranged Public Conveyance for the purpose of commencing the Journey (notwithstanding that the Period of Insurance has yet to commence); or
- b) from the immigration arrival clearance control point to his residence or regular place of employment in Hong Kong within 3 hours of the scheduled time of arrival of the arranged Public Conveyance upon completion of the Journey.

For the purpose of this section, if the whereabouts of the Insured Person cannot be located within 1 year after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance in which he is travelling either on land or at sea during the Journey, it will be presumed that the Insured Person has suffered an accidental death.

#### Exclusion Applicable to Section 3

The Company shall not be liable for any loss caused by an Injury which is a consequence of any kind of Sickness.

#### SECTION 4 Major Burns Benefit

The Company will pay this benefit if an Insured Person suffers any third-degree burn (i.e. destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area) arising from an Accident during the Journey, provided that the assessment of the burns is certified by a Physician with medical reports and full diagnosis. Such benefit can only be claimed once during the Journey.

#### SECTION 5 Loss of Travel Documents Benefit

The Company will pay this benefit for loss of an Insured Person's travel document and/or travel pass as a direct result of theft, robbery, burglary or accidental loss during the Journey.

The Company will reimburse the Insured Person for:

- a) the replacement cost of the travel document and/or travel pass charged by the issuing body; and/or
- b) additional travel and accommodation expenses reasonably incurred by the Insured Person during the Journey for the sole purpose of obtaining a replacement travel document and/or travel pass from the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such document.

For the avoidance of doubt, in case where the Insured Person obtains both the temporary and regular travel documents, either the cost of issuing a temporary document or the cost of replacement of the regular document, whichever is higher will be reimbursed by the Company but not the cost of both documents.

#### **Exclusions Applicable to Section 5**

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;
2. any replacement fees charged by the issuing body which is incurred after 30 days of returning to Hong Kong or the expiry of this Policy, whichever is earlier;
3. any loss contributed to by the Insured Person leaving the travel document or travel pass unattended in a public place;
4. any benefit under this section if the lost or stolen travel document or travel pass is not a necessary document for completing the Journey;
5. any loss of the travel document or travel pass arising from the confiscation by a government authority, customs official or police; or
6. any unexplained loss or mysterious disappearance of the travel document or travel pass.

#### **SECTION 6 Personal Liability Benefit**

The Company will pay this benefit if an Insured Person incurs 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 of or damage to third party's property,

as a direct result of the Insured Person's negligence towards the third party during the Journey, provided that written immediate notice of the event giving rise to legal liability on the part of the Insured Person is given to the Company.

#### **Exclusions Applicable to Section 6**

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

1. where the Insured Person or his authorised representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company;
2. in respect of loss of or damage to properties belonging to or in the care, custody or control of any Insured Person; or
3. arising directly or indirectly from:
  - a) employers' liability, contractual liability or liability to the Immediate Family Members of the 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; or
- f) bailment, contractual licences or conveyances of real estate or personal property.

#### **SECTION 7 Food Poisoning Hospital Cash Allowance**

Provided that the "Medical Expenses Benefit" under subsection 1.1 is payable, the Company will pay a cash allowance for each complete day (i.e. a continuous period of 24 hours) of the Insured Person's Hospital Confinement due to Food Poisoning during the Journey.

#### **Exclusions Applicable to Section 7**

The Company shall not be liable for:

1. any Hospital Confinement (i) related to travel taken contrary to the advice of a medical practitioner or (ii) where any part of the Journey is for the purpose of receiving medical or surgical treatment ; or
2. if the period of Hospital Confinement is less than a continuous period of 24 hours.

#### **GENERAL EXCLUSIONS**

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

1. where the loss, costs or expenses are recoverable from government program, travel agent, airline, cruise company, Public Conveyance providers, any providers of travel accommodation and transport arrangements or other insurance (whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise), the Insured Person shall first make a claim against such other party and/or insurance and submit to the Company the proof of such claim, which 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 source and/or insurance (not applicable to Section 3 "Personal Accident Benefit" and Section 7 "Food Poisoning Hospital Cash Allowance" of this Policy);
2. any loss if the Journey commences outside of Hong Kong;
3. loss arising from a direct or indirect consequence of:
  - a) any Pre-existing Conditions, including but not limited to congenital or hereditary conditions. If the Company alleges that by reason of this exclusion any loss is not covered by this Policy, 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 Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) 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;
- d) any wilful, malicious, unlawful or deliberate act of the Insured Person or his Immediate Family Member or Travel Companion;
- e) suicide, attempted suicide or intentional self-inflicted bodily injuries, mental or nervous disorders, abortion, miscarriage, pregnancy and other complications arising therefrom, 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;
- f) nuclear fission, nuclear fusion or radioactive contamination;
- g) accidents to an Insured Person whilst engaging in any sport or game in a professional capacity where the Insured Person would or could earn income or remuneration from engaging in such sport or game or racing of any kind (other than on foot) or any competition;
- h) accidents to the Insured Person whilst engaging in any kind of manual labour work whether for business or leisure, hazardous offshore activities including commercial diving, oil rigging, mining, handling of explosives, site working, stunt works and aerial photography;
- i) trekking at an altitude limit greater than 5,000 metres above sea level or diving to a depth greater than 45 metres below sea level;
- j) any loss due to medical or physical conditions or other circumstances affecting the Insured Person which (a) has existed before the (i) issue date of this Policy or (ii) the date when any travel arrangements for the Journey are confirmed by or for the Insured Person, whichever is later and (b) has presented signs or symptoms of which the Insured Person is or should reasonably have been aware of;
- k) any activity or involvement of the Insured Person in the air unless the Insured Person is at the relevant time (i) travelling as a fare paying passenger in a licensed aircraft operated by a recognised airline, or (ii) participating in such activity where the maneuver or navigation of such activity is managed and controlled by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorised by the relevant local authority. For the purpose of this exclusion (k), subsection (ii) shall not cover any activities involving power driven flying

machines including but not limited to helicopter, tilt rotor and self-launching motor glider; or

- l) save as provided in (a) to (k) above, any loss which is indirect and consequential in nature.

## GENERAL CONDITIONS

### 1. Interpretation –

- a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- b) Headings are for convenience only and shall not affect the interpretation of this Policy.
- c) A time of day is a reference to the time in Hong Kong.
- d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- e) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the definitions section of these terms and conditions.

### 2. Cancellation –

- a) Applicable to “One Month Plan” and “Three Months Plan”: The Policy is non-cancellable. No refund of premium will be made once the Policy is issued.
- b) Applicable to “Annual Plan”: The Company may cancel this Policy by giving no less than 7 days’ prior notice to the Policyholder at his or her last known email 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 be cancelled at any time by the Policyholder by giving no less than 7 days’ prior written notice to the Company. Provided that no claim has been made during the Period of Insurance, the Policyholder shall be entitled to a partial refund of premium equivalent to the actual premium paid for that Period of Insurance less the premium to be charged\* as calculated at the Company’s short period rates (as shown in the Short Period Rate Table below) for the Period of Insurance has been in force.

**Short Period Rate Table**

Period of Insurance in force		Premium to be charged*	
Not exceeding	1 month	30%	of annual premium
	2 months	40%	
	3 months	50%	
	4 months	60%	
	5 months	70%	
	6 months	80%	
	7 months	90%	

Over 7 months	Full annual premium
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\* The amount of premium to be charged is subject to the minimum premium per Policy as stipulated in the Certificate of Insurance

3. **No Direct Billing** – There is no direct billing under this Policy except the billing service arranged through the “24-hour Worldwide Emergency Aid” with the approval of the Company.
4. **Age Limit of the Insured Person** – Anyone who is between the Age of 6 weeks and 70 inclusive is eligible to enrol in this Policy.  
  
Any child under the Age of 18 must obtain the consent of his parents or legal guardian in order to be insured under this Policy. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance of this Policy.
5. **Recovery from Insured Person where Charges exceed Benefits** – If the total charges for “Emergency Medical Assistance” or other services under this Policy utilised by the Insured Person exceed the total amount of benefits payable under the applicable limit of this Policy, the Policyholder and/or the Insured Person shall be liable for such excess. The Company can deduct the amount of the excess from any benefits payable and/or ask the Policyholder and/or the Insured Person to pay the excess.
6. **One Set of Benefits** – If the Insured Person is covered under more than one travel insurance policy underwritten by the Company which provide insurance coverage in respect of the same Journey, except for any complimentary insurance provided by the travel agent, the liability of the Company in respect of that 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, benefits under the complimentary insurance provided by the travel agent will also be payable.
7. **Validity of Policy** – This Policy is only valid for Journeys taken for the sole purpose of leisure travel or business travel (limited to administrative and clerical works only) in their entirety.
8. **Abandoned Claims** – If the Company disclaims liability for any claims under this Policy; and such claim has not been referred by the Policyholder and/or Insured Person to arbitration as described below within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.
9. **Subrogation** – The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person(s) against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or Insured Person(s) shall fully cooperate with the Company in the recovery action.
10. **Suits Against Third Parties** – Nothing in this Policy shall

render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured Person(s) against any medical service provider or medical institution nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured Person(s) under the terms of this Policy.

11. **Arbitration** – Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.
12. **Governing Law** – This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong.
13. **Notice** – All notices required to be given 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.
14. **Misrepresentation/Fraud** – If the application, proposal and/or declaration of the Policyholder and/or Insured Person(s) is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance 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 the issue date of the Policy.
15. **Severability** – If any provision of this Policy or any part thereof is held to be unenforceable, invalid or void for any reason, the enforceability and validity of the remaining part of that provision and the remaining provisions of this Policy shall, to the extent allowable, remain in full force and effect.
16. **Rights of Third Parties** – Any person or entity who is not a party to this Policy shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
17. **Language** – The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.
18. **Clerical Error** – Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
19. **Renewal (Applicable to “Annual Plan” only)** – At the expiry of this Policy, subject to the right of the Company to terminate this Policy and provided that the “GBA TravelChill Insurance” continues to be available for renewal, this Policy shall be automatically renewed for

another Period of Insurance subject to the successful collection of premium at such rate and on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each renewal.

In the event that the Policyholder disagrees with the renewal, he may give a written notice to the Company within 30 days from the renewal date of this Policy ("Cooling-off Period") to cancel such renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such renewal. The Policyholder will be entitled to a full refund of the premium paid for such renewal, provided that no claim\* has been made within such Cooling-off Period.

\*except claims made within the Cooling-off Period seeking reimbursement of eligible expenses incurred before the termination of the Policy.

Notwithstanding anything to the contrary in this Policy, the Company has the right (i) to suspend or cease offering the "GBA TravelChill Insurance"; and (ii) to revise the benefits, premiums, terms and conditions, and to make changes to the Policy.

20. **Change in Risk** – During the Period of Insurance, the Policyholder shall give immediate notice to the Company in respect of any change of address, any material fact affecting the cover of this Policy including any injury, disease, physical or mental defect or infirmity affecting the Insured Person(s) or any change thereof and also of any other insurance effected by or on behalf of the Insured Person(s) against accident or incapacity.
21. **Sanction Limitation and Exclusion Clause** - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- (1) 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.
- (2) Without prejudice to paragraph (1) 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 PROVISIONS

1. 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 an 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. Notice of any claim must be given to the Company in writing or via e-claim platform at Blue Cross Corporate Website or Blue Cross HK App within 30 days after the occurrence of any event likely giving rise to a claim under this Policy (except otherwise provided in Section 6 "Personal Liability" Benefit).
3. All claims shall be made with supporting documents to the satisfaction of the Company at the Insured Person's own cost. In particular, the Company requires the documentary proof showing the trip duration and the following supporting documents:
  - a) **Medical Condition and Expenses (Including the "Food Poisoning Hospital Cash Allowance")**
    - i) Medical report / Written confirmation of the Insured Person's illness or injury from a qualified member of the medical or dental profession (including diagnosis, all relevant dates of sickness and/or injury commenced, circumstances of symptoms, summary of treatment and services rendered, prescription and date, time and duration of confinement as an in-patient); and
    - ii) Original Hospital invoices and/or medical expenses receipts issued by Hospital or other registered medical service providers
  - b) **Personal Accident and Death and Major Burns**
    - i) Hospital and/or Physician's report giving details on the nature, the extent of the injury and the period of disability;
    - ii) If death as a result of accident, a copy of the death certificate and the relevant coroner's report are required;
    - iii) Original local police report confirming details of the accident and/or copy of statement to police (if applicable).
  - c) **Claims in relation to loss of Travel Documents and Travel Pass**
    - i) Report which the Insured Person or his representative lodged with the Police; and

- ii) Invoices and original receipts issued by the issuing authority for the replacement of the travel document.

d) **Travel Expenses or Accommodation**

- i) Original receipts issued by any tour operator, travel agent, transport provider, hotels or any other providers of travel arrangement or accommodation.

e) **Personal Liability**

- i) Letter of claim from third parties;
- ii) Local police report and/or copy of statement to police (if any);
- iii) Medical report containing particulars of the claim (if any);
- iv) Photo(s) relevant to the claim (if applicable);
- v) Written confirmation from the Insured Person to confirm that no admission of liability has been made, no promise of payment and no settlement has been made or agreed to.

**Important Note:**

- *No admission of liability, offer, settlement, promise of payment or payment should be made or agreed without the Company's prior knowledge and written consent;*
- *Must notify to the Company in writing of any impending prosecution, inquest or fatal injury, the possible claim indicating the nature and circumstances of the incident or event immediately;*
- *Must provide to the Company of any third party correspondences, impending prosecution, inquest or fatal injury, the possible claim indicating the nature and circumstances of the incident or event, summons, court documents, solicitors' and other legal correspondence immediately.*

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).
5. The Company shall be entitled to decline to take over the conduct of defence of any third party claim if there has been a breach of the Policy terms and conditions.
6. Incomplete claim forms will be returned to the claimants and any insufficiency of supporting information or documentation will result in delays in processing the claims.
7. No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by the Policy has been received by the Company.
8. In the event that the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to a claim under this Policy shall be fully refunded by the Insured Person to the Company upon its

demand.

9. The Company will not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request for information from the Company and the claim will thereafter be deemed to be abandoned.

## 「大灣區輕鬆行」條款及細則

### 保險條款

保單持有人、每名受保人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份合約；
2. 保險證明書上所列的條款、條件及不保事項，應依據本文所載的條款、條件及不保事項而詮釋，而不應解釋為對本文有任何修改、增補或歧異；
3. 已填妥並交回本公司的申請表格、投保書（如適用）及聲明為本合約的依據，並視為已納入作本保單的一部分；
4. 本保單在保單持有人已全數繳交載列於保險證明書之保費及本公司已核准其投保申請的情況下生效；
5. 本公司將根據本保單內的限額、條款、條件及不保事項提供保障；及
6. 每名受保人及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註；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。

### 保障涵蓋的地區範圍

1. 受限於本保單之其他條款及細則，本公司將保障受保人由香港出發前往**粵港澳大灣區**之旅程。

### 釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. 「**意外**」指於受保期內因暴力、外在及可見因素引致受保人身體受傷的不可預知、突發及非蓄意之事故。
2. 「**年齡**」指受保人於受保期起始日時的上一次生日時的年歲，如年齡少於1歲，該受保人於本保單下之年齡將被視為1歲。
3. 「**保險證明書**」指附載於本保單內並證明保單合約已存在的證明文件。
4. 「**中醫**」指任何根據《中醫藥條例》（香港法例第549章）於香港中醫藥管理委員會妥善註冊的中醫，惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及/或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
5. 「**本公司**」指藍十字（亞太）保險有限公司。
6. 「**符合索償資格的費用**」指受保範圍內的傷患或疾病所須，並經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。
7. 「**食物中毒**」指由食品或飲料中的傳染性微生物例如細菌、病毒及寄生蟲或其他毒素引起腸胃醫療情況，並：
  - a. 首次開始及首次感染，身體病徵及症狀首次出現；
  - b. 由醫生按照國際認可的醫療診斷準則及認可的臨床及實驗證明、診斷為食物中毒；及
  - c. 與已存在的病症無關。

8. 「**折斷腿部或膝蓋而無法縫合**」指膝蓋骨或腳骨完全折斷為兩截或以上，而折斷的腿部無法正確地縫合及正常活動。該情況在受保人餘生將一直持續。
9. 「**粵港澳大灣區**」指香港、澳門、廣州、深圳、珠海、佛山、惠州、東莞、中山、江門及肇慶。
10. 「**香港**」指中華人民共和國香港特別行政區。
11. 「**醫院**」指正式註冊成立作為醫院，提供住院服務以護理及治療傷病人士的機構，同時：
  - a) 具備診斷及進行大型手術的設施；
  - b) 由持牌或註冊護士提供24小時看護服務；
  - c) 駐有醫生；及
  - d) 並非一般診所、戒酒或戒毒中心、護理療養中心、寧養或紓緩護理中心、康復中心、或護老院或同類機構。
12. 「**住院**」指按醫生建議需以住院病人身分留院最少連續24小時以接受治療。
13. 「**直屬家庭成員**」指就某相關人士而言，其配偶、子女、父母、兄弟姊妹、祖父母、孫、法定監護人或配偶的父母。
14. 「**受傷**」或「**傷患**」乃指(i)因意外，(ii)非涉及其他原因所致，並(iii)(a)在意外發生後12個月內引致死亡或(b)需要接受醫藥及/或手術治療的身體傷患。
15. 「**受保人**」指於保險證明書或本保單附載的批註內列為受保人的人士。
16. 「**旅程**」指受保人離開香港，在粵港澳大灣區之旅遊過程。旅遊過程由受保人於保險證明書上列明的受保期之起始日期或之後，在香港辦妥離境手續起開始，直至(a)保險證明書上列明的受保期之最後一天；(b)受保人於旅程後辦妥回港入境手續；或(c)當旅程開始後連續3日曆日（適用於「一個月計劃」）、5日曆日（適用於「三個月計劃」）或60日曆日（適用於「全年計劃」）期限屆滿為止，以最早者為準。
17. 「**喪失聽覺能力**」指雙耳根據以下量度方式，於80分貝以上完全對所有聲音永久失聰並無法復原：  
(a+b+c+d)之1/6高於80分貝  
而  
a = 於500赫時之聽力損失  
b = 於1,000赫時之聽力損失  
c = 於2,000赫時之聽力損失  
d = 於4,000赫時之聽力損失  
以及a、b、c及d均以分貝為單位。
18. 「**斷肢**」指手腕或足踝關節以上部分的肢體完全永久從身體分離並無法復原。
19. 「**失明**」指完全、永久和不可復原地喪失視力。
20. 「**喪失語言能力**」指無法發出說話所需的4種語言音中的3種，例如唇音、齒齶音、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。
21. 「**喪失姆指、手指或腳趾**」指姆指或手指之掌指關節或腳趾之跖趾關節以上的位置完全切斷。
22. 「**喪失功能**」指完全喪失有關功能。
23. 「**醫療必要**」指需要就受傷、疾病或創傷後壓力症（按情況而定）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「醫療必要」的治療或服務必須符合以下各項：
  - a) 需要醫生或中醫的專業知識（視情況而定）；

- b) 與診斷一致，並對醫治該狀況而言屬必需；
  - c) 根據專業而審慎的醫療標準提供，而並非主要為使受保人、其家庭成員、護理人員或主診醫生、中醫、註冊精神科醫生或註冊臨床心理學家（視情況而定）帶來方便或感到舒適而提供；及
  - d) 在該情況下以最具有成本效益的方式和設定提供。
24. 「**受保期**」指保險證明書內所列的保單生效時期。
25. 「**永久完全傷殘**」指因發生意外而令受保人完全喪失能力，導致受保人持續至少 52 個星期不能從事其正常工作，並在上述時段終結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，而該狀況並無康復希望。經醫生證實後，永久完全傷殘將被視為由上述 52 個星期之首日開始。
26. 「**醫生**」指任何(i)根據《醫生註冊條例》（香港法例第 161 章）於香港醫務委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊，及(ii)在受保人接受治療當地獲合法授權從事西方醫學的內科 / 外科診療的西醫。惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及 / 或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
27. 「**保單**」指保單持有人、受保人與本公司之間的整份保單合約，包括本條款及細則、保障項目表、保險證明書、任何批註及由保單持有人或受保人或其核准的代表所提交的申請表格、投保書、聲明及 / 或保險受益人委任表。
28. 「**保單持有人**」指於保險證明書上列為證書持有人或附加於本保單的批註內列為保單持有人的人士。
29. 「**已存在的病症**」指受保人於(i)保單繕發日或(ii)受保人或為受保人確認任何旅程安排當日，以較遲者為準前已存在的受傷、疾病或其他狀況，而有關受保人當時已知悉或按合理情況下應知悉出現了病徵或徵兆。
30. 「**經醫生處方的藥物**」指就受保範圍內的治療而言，由醫生處方，並經由醫生診所或由註冊藥劑師配發的藥物。
31. 「**公共交通工具**」指所有利用機械推動並持相關機構發出合法牌照接載乘客的公共交通工具，但並不包括承包或私營的運輸工具、不屬於多引擎定翼飛機的飛行器及任何其他主要為乘客提供觀光或遊覽服務以及消遣活動的運輸工具。
32. 「**保障項目表**」指一份列明本保單各項保障的最高賠償額及分項賠償額上限，並構成本保單一部分的項目表。
33. 「**嚴重身體受傷**」或「**嚴重疾病**」指需接受醫生治療的傷患或疾病，並經醫生證實為有生命危險的身體狀況。當涉及受保人時，更須由醫生證明為不適合旅遊或繼續旅程。
34. 「**疾病**」指身體顯示出異於正常健康的狀況。
35. 「**配偶**」指就一名已婚人士而言，其在合法婚姻中的丈夫或妻子。
36. 「**同行夥伴**」指整個旅程期間與受保人同行的人士。

## 保障項目

**注意：**受保人（或其合法代表）依據以下的第一至第七部分可獲得的所有賠償受限於為其選擇的保險計劃的保障範圍、保障項目表內最高賠償額上限及分項賠償額上限，並受本保單之條款、條件及不保事項的條文約束。

## 第一部分 醫療費用保障

### 1.1 旅程期間醫療費用

如受保人於旅程期間受傷或患上疾病，本公司將賠償受保人因該傷患或疾病就以下各項合理地招致的符合索償資格的費用：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。

**住院房間及膳食費用** - 住院房間及膳食費用的分項限額適用於在此部分下本公司就留院而賠償的符合索償資格的費用。就此分項而言，住院房間及膳食費用指留院費用包括受保人登記為住院病人所合理地招致的膳食及一般護理服務的費用。

### 1.2 回港覆診費用

在(i)香港為旅程最終目的地及(ii)受保人於旅程期間曾就傷患或疾病首次向醫生求診的前提下，本公司將賠償受保人結束旅程後返回香港起計 90 天內就該傷患或疾病於香港接受由醫生提供的延續治療所合理地招致的符合索償資格的費用。**中醫治療費用** - 「回港覆診費用」保障包括接受由中醫於香港提供的治療，包括全科、跌打及針灸。

此部分的保障受限於以下規定：

#### 適用於「一個月計劃」及「三個月計劃」：

儘管本保單中有任何相反的規定，第一部分「醫療費用」保障之最高賠償額為每位受保人每次旅程 HK\$150,000，而若任何受保人於一個公曆年內（無論是連續還是間斷地）受保多於一份「一個月計劃」及/或「三個月計劃」，每位受保人於每公曆年內第一部分「醫療費用」之合共總賠償額不可超過 HK\$150,000（以於同一公曆年度所有受保的「一個月計劃」及/或「三個月計劃」合計）。

#### 只適用於「全年計劃」：

第一部分「醫療費用」保障之最高賠償額為每位受保人每次旅程 HK\$200,000。

#### 適用於第一部分的**不保事項**

本公司不負責賠償：

1. 任何有關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；
2. 任何有關整容手術、視力或屈光矯正器材、隱形眼鏡、眼鏡或助聽器、義肢及有關醫療器材、裝置及附件的費用；
3. 任何有關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）的費用；
4. 有關(i)非由醫生建議的治療或服務、(ii)例行體格或健康檢查及(iii)非因受保人需治療或診斷於旅程期間懷疑遇上或感染的傷患或疾病而須作出的體格或健康檢查的費用；
5. 於受傷或患上疾病當日起計 180 天後的任何醫療費用；或
6. 任何由(i)有違醫生勸告或建議的旅行或(ii)特為接受醫療或手術治療而計劃的任何旅程所招致的醫療費用。
7. 任何非醫療必要的治療或服務所招致的費用。

## 第二部分 24 小時全球緊急援助

**緊急醫療援助** - 如受保人於旅程期間不幸遭受嚴重身體受傷或患上嚴重疾病，受保人或其代表可聯絡「24 小時全球緊急援助」熱線尋求以下的支援服務，惟該旅程必須並非為(i)有違醫生

意見或(ii)其目的為海外尋求或接受任何治療，或就旅程前發生之意外或疾病接受休息或療養。

## 2.1 緊急運送

如受保人需要接受即時的緊急治療，而其發生意外或患病當地無法提供該治療，受保人將獲安排運送至最近而合適的醫療設施。

## 2.2 送返香港

如受保人有需要被運送返回香港之醫療設施，本公司可安排以正常航班或其他合適交通工具運送。惟(i)受保人原有的交通票據必須為不適用，(ii)受保人必須將其交通票據未曾使用的部分交由本公司處置，及(iii)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。

任何有關是否需要將受保人送返香港的決定必須由主診醫生和本公司共同作出。

## 2.3 入院按金保證

本公司可代表受保人向醫院作保證或繳付入院按金，惟(i)該款項須於本保單之第一部分「醫療費用保障」的賠償中扣除，及(ii)保單持有人及/或受保人必須於本公司要求的時間內向本公司償還任何未能以保障抵銷之入院按金。

在任何情況下，受保人均須於出院前直接向醫院繳清所有醫療開支，包括本公司保證的入院按金。

## 2.4 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 - 如受保人因遭受嚴重身體受傷或患上嚴重疾病而需返回香港接受治療，本公司將支付受保人因返回香港所招致的額外交通費用 (以經濟客位為限) 及合理的額外住宿費用。

b) 親屬探望 - 如受保人於旅程中不幸身故或連續住院超過 3 天，本公司將支付下列人士因前往該地探望或/及照料受保人 (如適用) 所合理地招致的額外住宿及交通費用。

- 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。

## 2.5 缺乏照顧子女護送

如受保人遭受嚴重身體受傷、患上嚴重疾病或需要留院，而令其同行的 18 歲以下子女在外地缺乏人照顧，本公司將支付將該子女送返香港所合理地招致的額外住宿及交通費用。

## 2.6 遺體運返

本公司將支付運送受保人的遺體或骨灰返回香港所合理地招致的費用。

## 2.7 轉介服務

應受保人或其代表要求，「24 小時全球緊急援助」熱線將就法律援助、傳譯及補領遺失旅遊證件或交通票據提供轉介服務。

## 適用於第二部分的不保事項

本公司不負責賠償：

1. 於遇上嚴重身體受傷或患上嚴重疾病 180 天後引致的任何費用；或
2. 本部分第 2.1、2.2、2.3 及 2.6 分項下之保障，如受保人或其代表於事前沒有獲得本公司的預先批核。

## 手續：

受保人或其代表可致電「24 小時全球緊急援助」熱線，以尋求本部分載列之服務。

電話：(852) 2263 7303 傳真：(852) 2263 7757

致電者需提供保險證明書上的保險證明書號碼、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「24 小時全球緊急援助」提供相關支援服務。

## 責任限制

1. 就本部分下，所有提供服務予受保人的服務提供者 (包括但不限於緊急援助服務商、醫生和醫院) (「服務提供者」) 並非本公司的僱員、代理或員工，故其須以獨立身份承擔個別行為責任，而受保人並沒有就任何有關服務提供者提供的服務對本公司擁有追索權。
2. 本公司不對任何因服務提供者提供的意見、服務或其行為、疏忽所產生或導致的損失或損害 (不論如何產生) 承擔責任。
3. 本公司及服務提供者無須對任何因天災或其控制範圍以外的情況包括但不限於任何行政、政治或政府阻撓、罷工、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)、惡劣天氣環境、航班情況或因受制於當地法律或規管當局而導致未能或延遲提供「24 小時全球緊急援助」服務而承擔責任。
4. 本公司無須就本部分或因提供「24 小時全球緊急援助」服務對任何直接、間接或衍生的損失、損害、成本、收費或支出承擔責任。
5. 本公司可取消這項「24 小時全球緊急援助」服務，惟須按本公司記錄的最新地址，向保單持有人或受保人預先發出 30 日通知。
6. 受保人使用「24 小時全球緊急援助」服務乃屬自願。本公司對就使用有關服務而引致的任何損失或責任概不負責。

## 第三部分 個人意外保障

如受保人在旅程期間遇上意外，而於意外發生後 12 個月內身故或蒙受載列於本分項之保障百分比表 (「保障百分比表」) 內之任何永久傷殘，本公司將按照保障百分比表作出以下第 3.1 或第 3.2 分項之賠償，惟年齡為 18 歲以下之受保人於第 3.1 及 3.2 分項所獲的最高賠償額將不得超過載列於保障項目表內適用於該等分項的最高保障額之 50%。

### 3.1 乘搭公共交通工具時發生意外

如受保人以付費乘客身分乘搭公共交通工具或由旅行社安排的任何機械性推動的車輛或船艦時發生載列於保障百分比表內的受保事項，本公司將按照保障百分比表中該受保事項的相應賠償額作出賠償，惟本保障不適用於下列情況：

- a) 受保人已作出聲明卸棄或解除有關公共交通工具機構需負之責任；或
- b) 涉及的機械性推動的車輛或船艦是由同行夥伴、旅行團團員或任何並無登記及非合資格之人士所駕駛。

### 3.2 其他意外

如發生上述第 3.1 分項 (乘搭公共交通工具時發生意外) 未有涵蓋的意外而導致載列於保障百分比表內的任何受保事

項·本公司將按照保障百分比表中該受保事項的相應賠償額作出賠償。

**為免存疑·就同一意外而言·只可就第3.1或3.2分項提出一次索償。**

#### 保障百分比表

受保事項		每項受保事項之最高賠償額*
1.	意外身故	100%
2.	永久傷殘 ( 2.1 至 2.18 )	
	2.1 永久完全傷殘	100%
	2.2 永久及無法治癒的四肢癱瘓	100%
	2.3 永久完全喪失雙目視力	100%
	2.4 永久完全喪失單目視力	50%
	2.5 喪失兩肢或永久完全喪失其功能	100%
	2.6 喪失一肢或永久完全喪失其功能	50%
	2.7 永久完全喪失語言及聽覺能力	100%
	2.8 永久完全喪失聽覺能力	
	a) 兩隻耳朵	75%
	b) 一隻耳朵	15%
	2.9 永久完全喪失語言能力	50%
	2.10 永久完全喪失單目的晶狀體	30%
	2.11 通過外科手術切除下顎	30%
	2.12 喪失拇指及四隻手指或永久完全喪失其功能	
	a) 右手	70%
	b) 左手	50%
	2.13 喪失四隻手指或永久完全喪失其功能	
	a) 右手	40%
	b) 左手	30%
	2.14 喪失一隻拇指或永久完全喪失其功能·說明如下:	
	a) 兩個右指骨	30%
	b) 一個右指骨	15%
	c) 兩個左指骨	20%
	d) 一個左指骨	10%
	2.15 喪失一隻手指或永久完全喪失其功能·說明如下:	
	a) 三個右指骨	10%
	b) 兩個右指骨	7.5%
	c) 一個右指骨	5%
	d) 三個左指骨	7.5%
	e) 兩個左指骨	5%
	f) 一個左指骨	2%
( 倘受保人為左撇子·於 2.12 至 2.15 列為適用於左右手之百分比將對調。 )		
	2.16 喪失腳趾或永久完全喪失其功能·說明如下:	
	a) 一隻腳掌之全部腳趾	15%
	b) 大腳趾之兩個趾骨	5%
	c) 大腳趾之一個趾骨	3%
	d) 大腳趾以外之其他腳趾	2%
	2.17 折斷腿部或膝蓋而無法縫合	10%
	2.18 腿部縮短至少 5 厘米	7.5%

\* 每項受保事項之最高賠償額的計算方法為將適用之百分比乘以載列於保障項目表中「個人意外保障」下適用的最高賠償額。

此部分的保障受限於以下規定:

1. 不論受保人於旅程期間遭受多少項受保事項·本公司就本部分應支付的總賠償額將不超過第3.1分項保障之最高賠償額的100%。
2. 於旅程期間·如某個肢體或身體部位之中多於一個部分受傷·根據本部分應支付的賠償總額將不可超過整個該肢體或身體部位受傷而支付的賠償限額。
3. 為免存疑·如某個身體部位之永久傷殘可根據其中一項受保事項獲得賠償·本部分將不會就該永久傷殘作出其他賠償。

#### 個人意外伸延保障

本部分之保障將伸延至任何引致受保人遭受受保事項之意外:

- a) 為開始旅程·受保人於已安排乘搭的公共交通工具的預定起程時間前3小時內(儘管受保期尚未開始)·從其香港的居所或慣常工作地點直接前往入境處辦事處管制站地點途中;或
- b) 旅程結束後·受保人已安排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管制站地點前往其香港的居所或慣常工作地點。

僅就本部分而言·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·受保人將被視作意外身故。

#### 適用於第三部分的不保事項

本公司將不負責因任何疾病而引起的傷患所招致的任何損失。

#### 第四部分 嚴重燒傷保障

如受保人於旅程期間因意外遭受三級程度燒傷(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及詳細列出診斷結果的醫療報告作證明。本公司只會就每次旅程支付此保障一次。

#### 第五部分 旅遊證件遺失保障

如受保人於旅程期間直接因遭盜竊·搶劫·爆竊·意外而遺失旅遊證件及/或交通票據·本公司會賠償有關旅遊證件及/或交通票據的損失。

本公司將賠償受保人:

- a) 由簽發旅遊證件及/或發行交通票據之機構所收取的補領費用;及/或
- b) 在旅程期間純粹因換領其旅遊證件及/或交通票據所合理地招致的額外交通及酒店住宿費用·惟受保人必須前往最近其遺失旅遊證件及/或交通票據的地方的簽發及/或發行機構作補領。

為免存疑·如受保人同時獲發臨時及正規的旅遊證件·本公司並不會同時賠償兩者之費用·而只會就兩者之中費用較高的一項作賠償。

#### 適用於第五部分的不保事項

本公司在以下任何情況將不負責賠償：

1. 受保人未有在發現旅遊證件及 / 或交通票據遺失後的 24 小時內或於可行的情況下盡快向當地警方報案；
2. 於返回香港或保單屆滿後 30 天後 ( 以較早者為準 ) 由簽發旅遊證件之機構收取的任何補領證件的費用；
3. 受保人在無人看守下將旅遊證件或交通票據放置在公眾地方而導致的損失；
4. 遺失或遭盜竊的旅遊證件及交通票據並非為完成旅程所必須的；
5. 旅遊證件或交通票據被政府機構、海關或警方充公；或
6. 任何就旅遊證件或交通票據無法解釋的損失或離奇消失。

## 第六部分 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，惟受保人必須就可能導致法律責任一事即時以書面知會本公司。

### 適用於第六部分的不保事項

本公司概不承擔任何責任，損失或索償，如：

1. 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. 屬任何受保人擁有、於其託管或受其控制的財物的損失或損毀；或
3. 由下列各項直接或間接引起：
  - 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；或
  - f) 委託保管、合約牌照、產業或個人財產的轉讓。

## 第七部分 食物中毒住院現金津貼

在本公司須就第 1.1 分項支付「醫療費用保障」的前提下，如受保人於旅程期間因食物中毒而住院，本公司將按住院日數 ( 以每連續 24 小時作一天計 ) 支付此現金津貼。

### 適用於第七部分的不保事項

本公司不負責賠償：

1. 任何 (i) 有違醫生勸告或建議的旅行或(ii)特為接受醫療或手術治療而計劃的任何旅程部分所招致的醫療費用；或
2. 若住院時間少於連續 24 小時。

## 一般不保事項

除本保單另有規定外，本保單不包括：

1. 如受保人可就損失、費用、開支向政府計劃、旅行代理商、航空公司、郵輪公司、公共交通工具機構、任何安排旅遊住宿及交通之服務供應商或其他保險申請索償 ( 不論該保險註明屬主要的、分擔性的、附加的、待確定的或其他 )，受保人應先向上述各方及 / 或保險公司索償，並向本公司遞交相關索償證明以作為本公司在本保單下就任何未能向上述各方及 / 或保險公司索償的餘下部分有任何賠償責任之先決條件 ( 不適用於本保單第三部分「個人意外保障」及第七部分「食物中毒住院現金津貼」)；
2. 如旅程於香港以外的地方出發，其相關之任何損失；
3. 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，包括但不限於先天或遺傳的疾病、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就此不保事項所持的相反理據；
  - b) 任何因人類免疫力缺乏症病毒(HIV)及 / 或任何與 HIV 有關的病症包括後天免疫缺乏症候群 ( 即愛滋病 (AIDS) )、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勤；
  - d) 任何受保人、其直屬家庭成員或同行夥伴蓄意、惡意、非法或故意的行為；
  - e) 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；
  - f) 核裂變、核聚變或輻射污染；
  - g) 受保人以專業性質參與任何可獲得收入或酬勞的運動或競賽、或參與任何速度賽 ( 徒步以外 ) 和比賽時發生的意外事故；
  - h) 受保人從事任何體力勞動工作 ( 不論屬商業或業餘性質 ) 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；
  - i) 在海拔 5 千米以上進行高山遠足、或在超過 45 米水深範圍潛水；
  - j) 任何因(a)(i)在本保單繕發當日已存在或(ii)受保人或為受保人確認任何旅程安排當日(以較遲者為準)前已存在及(b)已出現病徵或症狀而受保人已知悉或按合理情況下應知悉並正在影響受保人的病情或身體狀況或其他的情況所招致的損失；
  - k) 受保人參與的任何空中活動，除非當時受保人(i)是以付費乘客身份在認可及持牌航空公司所經營的航機上，或(ii)所參與之活動是由另一位持牌帶領有關活動的人士負責操縱及航行而提供活動的舉辦者亦已獲當地有關當局授權。就此不保事項(k)而言，第(ii)部分不包括任何涉及由動力驅動的飛行器械 ( 包括但不限於直升機、傾轉旋翼機及自行起飛的機動滑翔機 ) 的活動；或

- l) 除載列於上述(a)至(k)之不保事項外，任何其他間接或相應引致的損失。

## 一般條款

### 1. 合約註釋 -

- a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數涵義，反之亦然。
- b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- c) 本保單內所有時間均指香港時間。
- d) 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- e) 除非另有註解，否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。

### 2. 取消保單 -

- a. 適用於「一個月計劃」及「三個月計劃」：本保單一經發出便不得取消，且保費將不獲退還。
- b. 適用於「全年計劃」：本公司可按保單持有人最後登記的電郵地址，向保單持有人發出不少於 7 天通知以取消本保單。本公司將就餘下之受保期按比例向保單持有人退還保費。

保單持有人可於任何時候向本公司發出不少於 7 天的書面通知以取消本保單。在未有於受保期內提出任何索償之前提下，保單持有人可獲得退還部分保費，退還的價值相等於已付的保費在扣除本公司按本保單已生效的受保期及短期保費率（如下述短期保費率表所示）所計算出的應收保費\*後的餘額。

#### 短期保費率表

已生效的受保期		應收保費*	
不超過	1 個月	全年保費之	30%
	2 個月		40%
	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	

\*應收保費將受限於保險證明書內所列之最低保費

3. **不可直接付賬** - 除經「24 小時全球緊急援助」安排並獲本公司批核之付賬服務外，本保單將不會直接支付任何賬項。
4. **受保人年齡限制** - 任何年齡介乎 6 週至 70 歲(包括首尾歲數)之人士均合資格投保。

年齡在 18 歲以下的兒童必須獲家長或合法監護人同意才可受保於本保單。所有保障會根據受保人於本保單之受保期生效日時的年齡來支付賠償額。

5. **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之最高賠償總額時，保單持有人及 / 或受保人則須負責超出適用限額之部分。本公司可從任何應支付

的保障中扣除該餘額之款項及 / 或要求保單持有人及 / 或受保人支付該超出部分。

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承保的旅遊保險保單所保障(任何由旅行代理商贈送的保險除外)，就同一旅程而言，本公司對受保人的責任僅限於在所有保單中，提供最高保障額的該份保單下受保人可得之最高賠償額。此外，受保人亦將獲得由旅行代理商贈送的保險所提供的保障賠償。
7. **保單有效性** - 本保單只適用於完全以消閒或公幹(只限於行政及文職工作)性質為唯一目的旅程。
8. **放棄索償** - 若本公司拒絕就本保單之索償作出賠償，而該項索償並未於拒絕賠償日期起計 12 個月內由保單持有人及 / 或受保人根據下文交付仲裁，則該項索償就各方面而言將被視作放棄論，且日後不能再提出索償。
9. **代位權** - 本公司有權以保單持有人及 / 或受保人的名義，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進行追討，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。保單持有人及 / 或受保人須在追討行動中與本公司充分合作。
10. **對第三者的訴訟** - 如保單持有人或受保人就任何原因對本保單所指定的醫療服務機構或人員提出訴訟要求賠償，包括但不限於受保人根據本保單之條款在接受治療或檢查時因對方失職、治療不當、專業失當或與該治療或檢查相關之其他原因引起的訴訟，本保單中並無任何條款可使本公司須就有關訴訟作出彌償、加入其中，作出回應或答辯。
11. **仲裁** - 由本保單引致之所有糾紛或爭議，均須根據《仲裁條例》(香港法例第 609 章)進行仲裁。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。
12. **法規** - 本保單於香港簽發，並受香港法律規管並按其詮釋。
13. **通知** - 向本公司提供的所有通知必須以書面發出，並送達本公司的地址。除非由本公司的授權代表正式簽署，否則就本保單(包括其任何批註)作出的任何更改均屬無效。
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或保單簽發當日起視為無效。
15. **可分割性** - 若本保單內的任何條款或條款之任何部份因任何原因被認為不能執行或無效，在容許之範圍內，該條款之餘下部份與本保單內其他任何條款之可執行性或有效性將不會受該條款或該部份所影響。
16. **第三者權利** - 任何不是本保單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第 623 章)強制執行本保單的任何條款。
17. **語言** - 本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異，均以英文版本為準。
18. **文書錯誤** - 任何文書錯誤不會令生效的保單因而失效，或令失效的保單因而生效。
19. **續保(只適用於「全年計劃」)** - 受本公司享有終止本保單的權利及「大灣區輕鬆行」仍可供續保的前提下，於受保期屆滿時，本保單將按本公司因應每次續保時所提供的利益及

保障範圍而釐定的保費及施加的條款並在本公司成功收取保費後自動續保至下一個保險期。

倘若保單持有人不同意續保，可於本保單續保日當日起計30天內（「冷靜期」）向本公司發出書面通知以取消該續保，而本保單將會於緊接該續保前之保險期屆滿時終止。如本保單於該冷靜期內並無任何索償\*，保單持有人將可獲全數退還就該續保已繳付之保費。

\* 除非冷靜期內所作出的索償是用作賠償於本保單終止前符合索償資格的費用。

儘管本保單有任何相反規定，本公司有權 (i) 中止或停止發售本「大灣區輕鬆行」及(ii) 修改本保單之保障、保費、條款及細則，以及對本保單作出更改。

20. **風險改變**— 在受保期內，保單持有人必須就地址或影響本保單之保障的任何重要事實的變更，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。

21. **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：

- (1) 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決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。
- (2) 在不影響上文第(1)段的前提下，如果提供保險、支付賠償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. 如索償時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使用任何欺詐方法或策略，本公司並無責任作出任何賠償。
2. 任何可能引致本保單下索償的事件發生後30天內以書面或透過藍十字網站或Blue Cross HK App 的網上平台知會本公司(除非於第六部分「個人責任」保障內另有規定)。
3. 所有索償均須連同令本公司滿意的證明文件一併提交，所有費用須由受保人負責。本公司會特別要求受保人提供列有旅程的持續時間之旅遊證明以及下列之證明文件：
  - a) **任何有關醫療狀況及費用之證明 (包括食物中毒現金津貼)**
    - i) 由持有醫療，如醫生，或牙科專業資格之人士就受保人所患之疾病或受傷發出之醫療報告 / 書面證明

(包括診斷、所有相關疾病或受傷的開始日期、徵狀、提供之治療及服務的摘要、藥物處方及以住院病人身分住院之日期、時間及持續時間)；

- ii) 醫院賬單及 / 或醫院或其他註冊醫療服務供應商發出之醫療費用收據正本；
- b) **任何有關人身意外、身故及嚴重燒傷之證明**
- i) 醫院及 / 或醫生報告，詳細說明受傷的性質、程度及傷殘的持續時間；
  - ii) 如因意外而死亡，須提供死亡證及相關驗屍報告；
  - iii) 證實該意外之詳情的當地警方報告正本及 / 或口供記錄(如適用)。
- c) **有關遺失旅遊證件及交通票據之索償**
- i) 受保人或其代表向警方提出有關情況之報告；及
  - ii) 就補領旅遊證件而言，由簽發旅遊證件之機構發出的發票及收據正本。
- d) **有關旅遊或住宿費用之證明**
- i) 由旅遊承辦商、旅行代理商、交通服務機構、酒店或任何其他安排旅程或住宿之服務供應商發出之收據正本。
- e) **有關個人責任之證明**
- i) 第三者的索償文件；
  - ii) 當地警方報告正本及 / 或口供記錄；
  - iii) 列明索償詳情的醫療報告(如有)；
  - iv) 與索償相關的相片(如適用)；
  - v) 受保人書面確認未有承認任何責任、作出或協議作出任何賠償承諾或協定。

### 重要事項：

- 未經本公司知悉及書面同意前，不能作任何責任承認、提議、達成和解協議、承諾付款或付款；
- 必須就任何臨近之檢控、研訊或致命事故立即向本公司提交書面通知，並提供有關事件或事件的性質及情況；
- 必須立即提交對於任何與第三者的往來書信、擬檢控通知書、死因研訊、致命意外、可能引致索償之事件或事故之性質及詳情、傳票、法庭文件、律師及其他法律書信予本公司。

4. 如受保人不幸身故，本保單下的任何賠償將會支付予受保人的合法遺產代理人或其指定受益人(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第三者提出的索償作出抗辯。
6. 未填妥的索償表格將退回予索償人而資料或文件不足會對索償申請的處理造成延誤。
7. 保單持有人不得在本公司收到所有本保單所需的索償證明當日後60天內就本保單向本公司展開仲裁。
8. 倘本公司有權拒絕履行本保單的賠償責任，受保人必須應要求向本公司全數退還任何根據本保單支付的賠償金額。
9. 如本公司未能在提出書面要求起計60天內收妥所需索償資料，本公司將不會對有關索償承認責任，而該索償在其後將視作放棄論。