Blue Cross 藍十字
An AIA Company 友邦保險成員公司

Overseas Study Protection Insurance
海外升學保

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。

Blue Cross (Asia-Pacific) Insurance Limited 藍十字（亞太）保險有限公司
www.bluecross.com.hk

TERMS AND CONDITIONS FOR OVERSEAS STUDY PROTECTION INSURANCE

INSURING CLAUSE

The Policyholder, the 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 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;
3. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Policy Schedule in full and the application has been approved by the Company;
4. the Company shall provide insurance subject to the limits, Terms, Conditions and Exclusions of this Policy; and
5. 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 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

An Insured Person is eligible to all the benefits described in this Policy during his Study Trip to the Country/Region of Overseas Study as specified in the Policy Schedule for the purpose of studying abroad.

DEFINITIONS

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

1. **"Accident"** shall mean an event occurring entirely beyond one's control and caused by violent, external and visible means.
2. **"Act of Terrorist"** 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 of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.
3. **"Age"** shall mean the age of last birthday of the Insured Person on the commencement date of the Period of Insurance or Policy Year (whichever is later).
4. **"Black Outbound Travel Alert"** shall mean the black colour-coded alerts issued by the government of Hong Kong under the Outbound Travel Alert System.
5. **"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.
6. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
7. **"Country/Region of Overseas Study"** shall mean the country/region specified in the Policy Schedule for which the Insured Person is legally authorised to study in an Overseas Educational Institution located in such country/region.
8. **"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.
9. **"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.
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 paying bed patients, having all of the following:
    a) facilities for diagnostic procedures and surgery;
    b) 24-hour nursing services rendered by registered nurses; and
    c) 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.
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. **"Infectious Disease"** shall mean any kind of infectious disease for which a pandemic alert is issued by the World Health Organisation.
15. **"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.
16. **"Insured Person"** shall mean any person named as the "Insured Person" in the Policy Schedule or the subsequent endorsement to this Policy.
17. **"Legal Guardian"** shall mean a person who is appointed in accordance with the Guardianship of Minors Ordinance (Cap. 13 of the Laws of Hong Kong) as a legal guardian of the Insured Person with Age below 18.

18. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears at above 80dB measured as follows:

    1/6 of (a+b+c+d) > 80dB

    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).

19. **"Loss of Limb"** shall mean the permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.

20. **"Loss of Sight"** shall mean the entire, permanent and irrecoverable loss of sight.

21. **"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.

22. **"Loss of Thumb, Finger or Toe"** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints of the thumb, finger or toe.

23. **"Loss of Use"** shall mean a total functional disablement.

24. **"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.

25. **"Overseas Educational Institution"** shall mean an accredited educational institution located outside Hong Kong in which the Insured Person is registered as a full-time student.

26. **"Period of Insurance"** shall mean the period of time specified in the Policy Schedule during which this Policy is effective.

27. **"Permanent Total Disablement"** shall mean a total disablement caused by an Accident that prevents the 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.

28. **"Personal Effects"** shall mean articles of personal possession normally worn or brought along by and belonged to the Insured Person but excluding Money.

29. **"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.

30. **"Policy"** shall mean and refer to the entire policy contract among the Policyholder, the Insured Person and the Company including these Terms and Conditions, the Policy Schedule 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 or his/their authorised representatives.

31. **"Policy Schedule"** shall mean the "Policy Schedule" attached to this Policy which sets out the Policy details and the Period of Insurance.

32. **"Policy Year"** shall mean each 12-calender month period between the commencement date and the last date of the Period of Insurance.

33. **"Policyholder"** shall mean the person named as "Policyholder" in the Policy Schedule or the subsequent endorsement to this Policy.

34. **"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.

35. **"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.

36. **"Schedule of Benefits"** shall mean a schedule of benefits incorporated in the Policy Schedule, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.

37. **"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 the Insured Person is concerned, the Physician shall also certify that he is unfit to travel or continue with the Study Trip.

38. **"Sickness"** shall mean a condition marked by a deviation from the normal healthy state of human being.

39. **"Spouse"**, in relation to a married person, shall mean the husband or wife of that person by a lawful marriage.

40. **"Study Trip"** shall mean the journey taken by the Insured Person to and from the Country/Region of Overseas Study for the purpose of studying abroad at the Overseas Educational Institution, 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 Policy Schedule for the purpose of commencing such trip to the Country/Region of Overseas Study and ends (a) on the last day of the Period of Insurance specified in the Policy Schedule or (b) when the Insured Person completes the immigration arrival clearance

procedure for returning to Hong Kong, whichever is earlier and covers all ancillary trips to other countries/regions for leisure travel during the aforesaid period.

41. **"Tuition Fees"** shall mean the costs or fees charged for instruction or teaching at the Overseas Educational Institution (including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any cost of textbooks, room and board).

POLICY BENEFITS

Note:	**All benefits payable to the Insured Person (or his legal representative) pursuant to Sections 1-13 below are subject to the maximum limits and sub-limits as stated in the Schedule of Benefits for the plan selected by 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 Study Trip

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 Study Trip.

In respect of the outpatient visits covered under this subsection, the benefits payable will be subject to a maximum number of visits specified in the Schedule of Benefits.

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 Study Trip for the continuation of medical treatment by a Physician, **provided that** the medical treatment for such Injury or Sickness has first been sought from a Physician during the Study Trip.

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 Chinese bone-setting and acupuncture.

1.3 Trauma Counselling

In the event that the Insured Person is diagnosed as suffering from a post-traumatic stress disorder (notwithstanding General Exclusion 2(e)) by a Physician as a direct result of his being a victim or eye-witness with first-hand information of a Serious Bodily Injury, armed robbery, fire, explosion, natural disaster, hijack or Act of Terrorist occurred during the Study Trip and requiring counselling service from a registered psychiatrist or registered clinical psychologist, the Company will pay the reasonable and necessary medical expenses incurred for such counselling service (i) during the Study Trip; and/or (ii) in Hong Kong within 90 days after the Insured Person's return from the Study Trip.

Exclusions Applicable to Section 1

The Company shall not be liable for:

1. 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;
2. 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) (not applicable to Section 1.3 (*Trauma Counselling*));
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 Study Trip;
5. any medical expenses incurred 12 months after the date on which the Injury or Sickness is sustained or contracted; or
6. any medical expenses related to travel taken contrary to the advice of a medical practitioner or any part of the Study Trip which is planned for the purpose of receiving medical or surgical treatment.

SECTION 2 Compassionate Visit Benefit

1. In the event of (i) death or (ii) Hospital Confinement due to Serious Bodily Injury or Serious Sickness for over 3 consecutive days of the Insured Person during the Study Trip, the Company will reimburse the additional accommodation and travelling expenses (such travelling expenses shall not exceed the economy class fare for a round-trip ticket of the Public Conveyance per person) reasonably incurred by two relatives or friends of the Insured Person to travel to and from the place where the Insured Person dies or suffers from Serious Bodily Injury or Serious Sickness once and, where appropriate, to take care of the Insured Person; or

2. In the event of death of an Immediate Family Member of the Insured Person in Hong Kong during the Study Trip, the Company will reimburse the additional travelling expenses (such expenses shall not exceed the economy class fare for a round-trip ticket of the Public Conveyance) reasonably incurred by the Insured Person to travel to and from Hong Kong once.

Exclusions Applicable to Section 2

The Company shall not be liable for any expenses incurred 180 days after the date of death of the Insured Person or his Immediate Family Member (as the case may be) or the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted by the Insured Person.

SECTION 3 24-hour Worldwide Emergency Aid

Emergency Medical Assistance - If the Insured Person suffers Serious Bodily Injury or Serious Sickness during the Study Trip, the Insured Person or his representative may contact "24-hour Worldwide Emergency Aid" hotline for the following services, **provided that** such Study Trip 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 Study Trip.

3.1 Emergency Evacuation

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

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 Burial and Funeral Expenses

The Company will reimburse the burial and funeral expenses reasonably incurred during the Study Trip or within 180 days after the mortal remains of the Insured Person has been repatriated to Hong Kong for the necessary burial and funeral formalities if the Insured Person passes away as a result of Serious Bodily Injury or Serious Sickness suffered during the Study Trip.

3.7 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 3

The Company shall not be liable for:

1. any expenses incurred 12 months after the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted; or
2. any benefits under Sections 3.1, 3.2, 3.3 and 3.5 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 policy number as shown in the Policy Schedule, 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 4 Personal Accident Benefit

4.1 Accidental Death and Permanent Disablement

The Company will pay the benefits in Sections 4.1.1 (*Accident on Public Conveyance or while Participating in School Activities*) or 4.1.2 (*Other Accidents*) below according to the table of benefits as shown in this subsection (the "**Table of Benefits**") in the event that an Accident during the Study Trip 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 limit for the benefits under this subsection for an Insured Person under the Age of 18 shall be limited to 50% of the benefit limit applicable to the "Accidental Death and Permanent Disablement" benefit stated in the Schedule of Benefits of this Policy.

4.1.1 **Accident on Public Conveyance or while Participating in School Activities**

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:

a) travelling as a fare-paying passenger on board a Public Conveyance, **provided that** no benefit will be payable under this subsection if (i) the Insured Person has made any statement that disclaims or discharges the liability of the Public Conveyance provider, or (ii) the mechanical propelled vehicle or vessel is driven by any person who is not registered and qualified to do so; or

b) participating in school activities organised by the Overseas Educational Institution.

4.1.2 **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 Section 4.1.1 (*Accident on Public Conveyance or while Participating in School Activities*) 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 under Section 4.1.1 (Accident on Public Conveyance or while Participating in School Activities) or Section 4.1.2 (Other Accidents) 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%
	2.8	Permanent total Loss of Hearing in a) both ears b) one ear	 75% 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 b) left hand	 70% 50%
	2.13	Loss of or permanent total Loss of Use of four Fingers of a) right hand b) left hand	 40% 30%
	2.14	Loss of or permanent total Loss of Use of one Thumb as particularised below: a) both right joints b) one right joint c) both left joints d) one left joint	 30% 15% 20% 10%
	2.15	Loss of or permanent total Loss of Use of a Finger as particularised below: a) three right joints b) two right joints c) one right joint d) three left joints e) two left joints f) one left joint	 10% 7.5% 5% 7.5% 5% 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 b) both joints of a great toe c) one joint of a great toe d) each toe other than a great toe	 15% 5% 3% 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 "Accidental Death and Permanent Disablement" Benefit, as set out in the Schedule of Benefits of this Policy, multiplied by the prescribed percentage.**

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

1. The total benefit payable under this subsection in respect of Injury to more than one portion of a limb or body part in a Policy Year shall not exceed the benefit limit payable in respect of the whole of that limb or body part.
2. For the avoidance of doubt, if benefit under this subsection 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 subsection.

Extension of "Accidental Death and Permanent Disablement" Benefit
The benefit under this subsection 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 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 Study Trip (notwithstanding that the Period of Insurance has yet to commence); or
b) from the immigration arrival clearance control point to his residence in Hong Kong within 3 hours of the scheduled time of arrival of the arranged Public Conveyance upon completion of the Study Trip (notwithstanding that the Period of Insurance has expired so long as the arrival falls within the Period of Insurance or the 10-day automatic extension period of this Policy on account of any unavoidable delay as stipulated in General Condition 2 below).

For the purpose of this subsection, 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 Study Trip, it will be presumed that the Insured Person has suffered an accidental death.

4.2 Major Burns
The Company will pay this benefit if the 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 Study Trip, **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 for each Policy Year.

For the avoidance of doubt, the total benefits payable under this section in a Policy Year shall not exceed 100% of the maximum limit payable for the "Personal Accident" benefit regardless of the number of insured event occurred to the Insured Person in such Policy Year.

Once 100% of the "Personal Accident" Benefit is paid or payable, the benefit coverage of the "Personal Accident" benefit of this Policy will be ceased.

Exclusions Applicable to Section 4
The Company shall not be liable for any loss caused by an Injury which is a consequence of any kind of Sickness.

SECTION 5 Cancellation of Study Benefit

The Company will reimburse the deposits or any payment made in advance for the Insured Person's Tuition Fees, travel tickets and accommodation expenses which are forfeited and irrecoverable from the relevant parties upon cancellation of the Study Trip prior to departure from Hong Kong to the Country/Region of Overseas Study as a direct result of the following events:

1. death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member;
2. duty to comply with a witness summons, jury service or compulsory quarantine;
3. natural disaster, Infectious Disease, riot or civil commotion (notwithstanding General Exclusion 2(c)) occurred in the Country/Region of Overseas Study within 7 days before the scheduled departure date of the Study Trip which prevents the Insured Person from commencing the Study Trip;
4. the issuance of a Black Outbound Travel Alert against the planned destination in the Country/Region of Overseas Study before the scheduled departure date of the Study Trip (notwithstanding General Exclusion 2(c)); or
5. severe damage to the Insured Person's principal home in Hong Kong arising from fire or flood occurred within 10 days before the scheduled departure date of the Study Trip.

For the avoidance of doubt, if subsequent to his return to Hong Kong, the Insured Person shall take any trip in the same Policy Year for the sake of continuation with his Study Trip, this benefit is not payable in respect of any such subsequent trip.

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

1. With respect to the events prescribed in sub-paragraphs 1, 3 to 5 above, this benefit is payable only if the relevant event takes place at least 24 hours after the issue of this Policy.
2. With respect to the events prescribed in sub-paragraph 1 above, this benefit is payable only if the relevant event takes place within 90 days prior to the scheduled date of departure of the Study Trip.
3. With respect to the events prescribed in sub-paragraph 2 above, this benefit is payable only if the witness summons, duty service or compulsory quarantine notice or order has been served on the Insured Person (i) at least 24 hours after the issue of this Policy, and (ii) within 90 days prior to the scheduled date of departure of the Study Trip.
4. With respect to the event prescribed in sub-paragraph 4 above, this benefit is payable only if cancellation of the Study Trip takes place (i) not earlier than 7 days before the scheduled date of departure of the Study Trip; and (ii) while the Black Outbound Travel Alert is in force.
5. The Insured Person shall surrender all of his original unused travel tickets to the Company.
6. Once a claim is made under this section, no other benefits shall be payable and all coverage under this Policy shall cease.

Exclusions Applicable to Section 5
The Company shall not be liable for:

1. any loss arising out of an Act of Terrorist; or
2. any loss arising from the failure to notify the travel agent or provider of the transport or accommodation services immediately after cancellation of the Study Trip as a result of the events prescribed under this section.

SECTION 6 Study Interruption Benefit

If, and only if, as a direct result of the following events, the Study Trip is interrupted after its commencement, the Company shall pay the benefit under this section:

1. death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member;
2. any natural disaster, Infectious Disease, riot or civil commotion (notwithstanding General Exclusion 2(c)) occurred in the Country/Region of Overseas Study which prevents the Insured Person from continuing with the Study Trip; or
3. the issuance of a Black Outbound Travel Alert against the planned destination in the Country/Region of Overseas Study during the Study Trip (notwithstanding General Exclusion 2(c)).

Under this benefit, the Company will pay, on a pro-rata basis for each complete day of the Study Trip which is interrupted, for (i) the loss of the prepaid and unused portion of the Tuition Fees, travel tickets and accommodation expenses which are forfeited and irrecoverable from the relevant parties and (ii) the reasonable additional travelling expenses incurred by the Insured Person to return to Hong Kong direct by means of a Public Conveyance (such expenses shall not exceed the economy class fare of the Public Conveyance).

In respect of the Tuition Fees payable under this benefit, it will be calculated in the proportion of the number of days of the relevant interruption to the total numbers of days of study for which the Insured Person has paid or is still liable to pay the Tuition Fees notwithstanding the interruption.

The Insured Person shall surrender any original unused portion of travel tickets to the Company if they are no longer valid for travel.

Exclusions Applicable to Section 6
The Company shall not be liable for:

1. any loss arising out of an Act of Terrorist;
2. any loss and expenses which are recoverable under Section 8 "Travel Delay" Benefit; or
3. any loss arising from the failure to give immediate notice to the travel agent or provider of the transport or accommodation services of the interruption of the Study Trip as a result of the events prescribed under this section.

SECTION 7 Education Fund Benefit

In the event of an Accident occurred during the Period of Insurance, which results in the death or Permanent Total Disablement of the Insured Person's parent(s) or Legal Guardian within 12 months from the date of Accident, the Company shall pay any unpaid Tuition Fees for the academic semesters which commence in the same Policy Year.

This benefit is payable only if the Insured Person is under the Age of 25 and unmarried.

Exclusions Applicable to Section 7
The Company shall not be liable for:

1. any loss caused by an Injury which is a consequence of any kind of Sickness;
2. any overdue fees;
3. any accommodation fees (whether on or off campus), any off campus study tour (unless that study tour is compulsory for the Insured Person to pass the relevant course), amusement courses or consumables such as books, study materials and stationery; or
4. any loss that occurs if the Insured Person decides to change his course of study during the Period of Insurance.

SECTION 8 Travel Delay Benefit

The Company will pay the benefits under either the "Cash Allowance" benefit or the "Additional Travel Expenses" benefit stated below in the event that the arranged Public Conveyance for travelling during the Study Trip, in relation to the scheduled time of departure or arrival, is delayed by at least 6 consecutive hours from the scheduled time of departure or arrival due to adverse weather condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 2(c)), Act of Terrorist, closure of the airport, hijack or mechanical breakdown of the arranged Public Conveyance (the "**Covered Delay**").

With respect to a Covered Delay in relation to departure of a Public Conveyance, the period of delay is counted from the originally scheduled time of departure of the arranged Public Conveyance to the actual departure time of the arranged Public Conveyance or first available alternative transportation offered by the relevant Public Conveyance provider.

In the event that (i) the arranged Public Conveyance for commencing the Study Trip fails to depart at its originally scheduled time of departure due to a cancellation or delay of service as a direct result of mechanical breakdown and (ii) the provider of such arranged Public Conveyance is unable to provide the Insured Person with an alternative transportation, a claim can only be made under this Section 8 for the Cash Allowance Benefit under Section 8.1. No Additional Travel Expenses Benefit under Section 8.2 shall be payable in such circumstances.

8.1 Cash Allowance
The Company will pay a cash allowance for each and every 6 consecutive hours of a Covered Delay, **provided that** no other benefits under this section shall be payable.

8.2 Additional Travel Expenses

8.2.1 Public Conveyance Expenses for Delayed Departure

The Company will reimburse the additional Public Conveyance expenses reasonably and inevitably incurred by the Insured Person for taking alternative means of transport of the same fare class as originally selected by the Insured Person as a direct consequence of a Covered Delay.

8.2.2 Overseas Accommodation Cost

The Company will reimburse the additional accommodation expenses reasonably and inevitably incurred overseas by the Insured Person as a direct result of the Insured Person's failure to catch a prepaid connecting Public Conveyance according to his itinerary as a direct consequence of a Covered Delay.

Exclusions Applicable to Section 8
The Company shall not be liable for:

1. any delay arising from an act of omission on the part of the Insured Person, including his failure to check in or arrive at the departure gate at the scheduled time suggested by the Public Conveyance provider or immigration clearance control point;
2. the Insured Person's failure to secure a confirmed advanced booking of travel tickets prior to the occurrence of a Covered Delay;
3. any delay arising from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider; or
4. any delay the cause of which exists or is known to exist, or an announcement contemplating such cause of delay (such as information about the hoisting of any typhoon signal) has been made by the carrier, tour operator, the observatory or the authorities before the issue date of this Policy.

SECTION 9 Baggage Delay Benefit

The Company will reimburse any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing and toiletries if his baggage has been misdirected or delayed by the Public Conveyance provider when travelling during the Study Trip and is not returned to the Insured Person within 6 hours from the time of arrival at a destination overseas.

Exclusions Applicable to Section 9
The Company shall not be liable for:

1. any delay which is caused by detention or confiscation by customs or other law enforcing officials;
2. any loss of baggage which is covered under Section 10 "Baggage and Personal Property" Benefit;
3. any loss which occurs after the Insured Person has returned to Hong Kong; or
4. any of the Insured Person's baggage, souvenir or any other item which is either separately mailed or shipped by the Insured Person, or intentionally arranged to be carried by a Public Conveyance other than the one the Insured Person is on board.

SECTION 10 Baggage and Personal Property Benefit

A Baggage and Personal Property Benefit is payable if the baggage and Personal Effects owned by an Insured Person, including laptop computers (the "**Baggage and Item**"), are lost, physically broken or damaged during the Study Trip as a direct result of theft, robbery, burglary, accident or mishandling by carriers. The Company will pay, at its option, the loss or damage up to the benefit limit, or the reasonable cost of repair or replacement of the lost or damaged Baggage and Item (less depreciation in value, if applicable, and such depreciation shall be applied at the sole discretion of the Company) up to the benefit limit under this section, **provided that:**

1. the Insured Person shall take reasonable precautions to safeguard the Baggage and Item, including but not limited to making sure that the Baggage and Item will not be left unattended in a public place; and
2. the damaged Baggage and Item must be examined by the Insured Person upon receipt from the carrier.

Exclusions Applicable to Section 10
The Company shall not be liable for:

1. loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
2. loss of or damage to Money, negotiable instruments, bonds or securities, deeds, credit cards, stored-value devices (such as Octopus cards and other prepaid electronic tickets) and other instruments of payment or documents of any kind, passports, visas, and transportation, accommodation or any other travel vouchers or coupons;
3. loss of or damage to the following properties: pager, portable telecommunication equipment, computer equipment (excluding laptop computers), software and accessories, fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff, business merchandises or samples, motorcycles, bicycles and any other conveyance, household furniture, jewellery and watches (unless the loss of or damage to the jewellery and watches takes place while they are being worn by the Insured Person or stored in a hotel safety deposit box);
4. 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;
5. loss of or damage to any Baggage and Item that is left behind or unattended in a Public Conveyance or vehicle of any other kind or in a public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such Baggage and Item;
6. loss of or damage to the Insured Person's Baggage and Item or souvenir which is either separately mailed or shipped by the Insured Person, or intentionally arranged to be carried by a Public Conveyance other than the one the Insured Person is on board;
7. any unexplained loss or mysterious disappearance of the Baggage and Item;

8. loss of or damage to any Baggage and Item 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 employer, within 24 hours upon discovery, who must acknowledge receipt of such report and, in the event of loss or damage occurred on an airline flight, a "Property Irregularity Report" must be obtained;
9. any loss not reported to the local police within 24 hours upon discovery of loss; or
10. 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 Company will pay this benefit for loss of the Insured Person's travel document and/or travel pass as a direct result of theft, robbery, burglary or accidental loss during the Study Trip.

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 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 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;
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 Study Trip;
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 12 Personal Liability Benefit

The Company will pay this benefit if the 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 Study Trip, **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 12
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 the Insured Person;
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 13 Credit Card Protection Benefit

In the event that a claim is payable under this Policy for the death of an Insured Person as a result of an Accident, the Company will also reimburse the outstanding amount charged to the Insured Person's credit card account for goods purchased by the Insured Person during the Study Trip.

Exclusion Applicable to Section 13
The Company shall not be liable for any interest accrued or financial charges on the outstanding balance.

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, Overseas Educational Institution, 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 4 "Personal Accident" Benefit of this Policy);

2. loss arising from a direct or indirect consequence of:
   a) any pre-existing, 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;
   e) suicide, attempted suicide or intentional self-inflicted bodily injuries of the Insured Person (or his parent(s) or Legal Guardian under Section 7 "Education Fund" Benefit), 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;
   f) nuclear fission, nuclear fusion or radioactive contamination;
   g) accidents to the Insured Person (or his parent(s) or Legal Guardian under Section 7 "Education Fund" Benefit) whilst engaging in any sport or game in a professional capacity where he 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 (or his parent(s) or Legal Guardian under Section 7 "Education Fund" Benefit) 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 30 metres below sea level;
   j) any loss due to medical or physical conditions or other circumstances affecting the Insured Person or his Immediate Family Member which (i) has existed before the issue date of this Policy and (ii) 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 (or his parent(s) or Legal Guardian under Section 7 "Education Fund" Benefit) in the air unless he 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. **Automatic Extension for Unavoidable Delay –** The coverage of this Policy will be automatically extended for a maximum period of 10 days if, owing to an unexpected reason or condition entirely beyond the Insured Person's control and independent of any other cause, the Insured Person's Study Trip as scheduled prior to his departure is unavoidably delayed which prevents him from returning to Hong Kong within the Period of Insurance. The extension will terminate at the expiry of the extended period of this Policy or on the date when the reason or condition causing the delay ceases to exist, whichever is earlier.
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 7 and 35 inclusive is eligible to enrol in this Policy. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance or Policy Year (whichever is later).
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. **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 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.)

7. **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 Study Trip, except for any complimentary insurance provided by the travel agent, the liability of the Company in respect of that Insured Person for the same Study Trip 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.

8. **Validity of Policy –** This Policy is only valid for trips taken for the purpose of studying abroad including all ancillary trips to other countries/regions for leisure travel during the Study Trip and is not applicable to expeditions, treks or journeys of similar nature.

9. **Governing Law -** This Policy is issued in Hong Kong and shall be governed and construed in accordance with the Laws of Hong Kong.

10. **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.

11. **Subrogation** – The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person 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 shall fully cooperate with the Company in the recovery action.

12. **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.

13. **Renewal –** Subject to the agreement of the Company, this Policy may be renewed 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.

14. **No Claim Discount *(Applicable only to policies with Period of Insurance of 1 year)*** – Provided that no benefit has been claimed, paid or is payable under this Policy during the respective no claim period as specified in the table below, the corresponding discount rate shall be applied to the premium payable upon renewal of the Policy:

No claim period immediately preceding renewal	Discount rate
1 year	10%
2 consecutive years	15%
3 consecutive years or more	20%

15. **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 in respect of any change of the Country/Region of Overseas Study, address, any material fact affecting the cover of this Policy 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.

16. **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 offered by the Company only at the time of the renewal of this Policy.

17. **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 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.

18. **Termination of Policy before Period of Insurance** – In the event that the application of the Insured Person's student visa is rejected by an overseas country/region, no coverage will be provided by the Company under this Policy. In this case, the Policyholder may request the Company to terminate this Policy by (i) giving to the Company no less than 7 days' prior written notice before commencement of the Period of Insurance and (ii) submitting written proof of the visa application rejection issued by the relevant consulate. Upon satisfactory proof, the Policyholder is entitled to a refund of premium, subject to an administration fee of HK$300.

19. **Cancellation –**

    a) 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.

    b) This Policy may be cancelled at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company. If the Period of Insurance of this Policy is 1 year, no refund of premium will be made. If the Period of Insurance of this Policy is 2 years, the Policyholder shall be entitled to a partial refund of premium equivalent to 20% of the actual premium paid, provided that (i) no claim has been made under this Policy and (ii) the remaining Period of Insurance of the Policy is more than 6 months.

20. **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 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. **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 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 under the terms of this Policy.

22. **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.

23. **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.

24. **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.

25. **Sanction Limitation and Exclusion Clause** – It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

    (a) 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 any jurisdiction applicable or relevant to the Company, or any other applicable economic or trade sanction laws or regulations which the Company deems to be applicable. 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 (i) 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 any jurisdiction applicable or relevant to the Company, or any other applicable economic or trade sanction laws or regulations which the Company deems to be applicable; and (ii) arising from travel to any of the countries and/or territories specified in the Excluded Countries and Territories List.

    "Excluded Countries and Territories List" means a list to be provided, displayed and updated from time to time in the Company's official website (which may be updated or revised from time to time) referred to in Clause 25 (b) under the "General Conditions" section.

26. **Clerical Error** – Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

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 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. Notice of any claim must be given to the Company within 30 days after the occurrence of the event giving rise to a claim under this Policy (except otherwise provided in Section 12 "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 a copy of the proof of current enrolment issued by the Overseas Educational Institution and the following supporting documents:

    a) **Proof of any Medical Condition and Expenses**
        i) 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, circumstances of symptoms, treatment, prescription and length of confinement as an in-patient) (the "**Medical Report**"); and
        ii) Invoices and original receipts issued by Hospital or other registered medical service providers.

    b) **Proof of any Personal Accident and Death**
        i) Medical Report;
        ii) Death certificate and the relevant coroner's report; and
        iii) Police report confirming details of the Accident.

    c) **Proof of any Loss, Theft or Damage of Baggage or Personal Effects**
        i) Report which the Insured Person or his representative lodged with the Police (the "**Police Report**");
        ii) Evidence of ownership including original receipts;
        iii) Property irregularity report or confirmation of incidents from the relevant authorities, transport provider or carrier;
        iv) Photos showing the damaged item (in cases of damage); and
        v) Repair quotation showing the cause of damage or repairer's confirmation of irreparable damage (in cases of damage).

    d) **Claims in relation to loss of Travel Documents and Travel Pass**

i) Police Report; and

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

e) **Proof of Baggage Delay**

i) Written advice from the transport provider confirming the relevant circumstance (including cause, details of the delay and alternative arrangement).

f) **Proof of 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.

g) **Proof of Cancellation of Study, Study Interruption or Travel Delay**

i) With respect to the relevant travel arrangement, (i) the written advice certifying the refund amount of deposit or prepaid fare; and (ii) the original receipts, tickets and/or contract issued by any tour operator, travel agent, transport provider, hotels or any other providers of travel arrangement or accommodation ;

ii) With respect to the Tuition Fees, (i) invoice or original receipts certifying the amount of Tuition Fees paid and the forfeited and irrecoverable portion; and (ii) documentary proof of course withdrawal issued by the Overseas Educational Institution;

iii) Police Report ;

iv) Medical Report ;

v) Written advice from the transport provider confirming the circumstance of interruption or delay (including causes and details of the delay and alternative arrangement); and

vi) Documentary proof of the witness summons, jury service or compulsory quarantine issued by the government or the relevant authorities.

h) **Proof of Education Fund**

i) Medical Report of the Insured Person's parent or Legal Guardian;

ii) Death certificate and the relevant coroner's report of the Insured Person's parent or Legal Guardian;

iii) Police Report confirming details of the Accident;

iv) Invoice or original receipts issued by the Overseas Educational Institution for the Tuition Fees paid; and

v) Evidence of the Insured Person's relationship with his parent(s) or Legal Guardian, such as a copy of birth certificate.

i) **Proof of Personal Liability**

i) Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event;

ii) Written confirmation that no admission of liability has been made and that no settlement has been made or agreed to; and

iii) Immediate submission to the Company of all relevant documentation including but not limited to copies of the summons, court documents, solicitors' and other legal correspondence and letters of demand.

j) **Proof of Outstanding Credit Card Charges**

i) Credit card statement; and

ii) Invoices and original receipts of purchase.

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.

海外升學保條款及細則

保險條款

保單持有人、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. 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；
3. 本保單在保單持有人已全數繳交載列於保單資料頁之保費及本公司已核准其投保申請的情況下生效；
4. 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
5. 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

本保單內所述的所有保障將適用於受保人以海外升學為目的而前往載列於保單資料頁內之海外留學國家 / 地區之升學旅程。

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」**指因暴力、外在及可見因素引致並且完全非當事人所能控制的事故。
2. **「恐怖主義活動」**指任何個人或團體，無論單獨或代表任何機構或政府或與其相關之人士或團體，因政治、宗教、意識形態或其相類似等目的，或懷著影響任何政府及 / 或引起公眾或任何部分公眾恐慌的意圖，包括但不限於利用武力或暴力及 / 或威嚇手段而作出的行為。
3. **「年齡」**指受保人於受保期或保單年度之起始日（以較遲者為準）時的上一次生日時的年歲。
4. **「黑色外遊警示」**指任何由香港政府根據外遊警示制度發出之黑色警示。
5. **「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。
6. **「本公司」**指藍十字（亞太）保險有限公司。
7. **「海外留學國家 / 地區」**指載列於保單資料頁內，受保人獲合法授權於位於其境內的海外教育院校就讀之海外國家 / 地區。
8. **「符合索償資格的費用」**乃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。
9. **「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。
10. **「香港」**指中華人民共和國香港特別行政區。
11. **「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場所，並須設有下述各項：

    a) 診病及手術設施；

    b) 由註冊護士提供 24 小時護理服務；及

    c) 有醫生監督，

    而一般診所、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」。
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. **「傳染病」**指世界衛生組織發出大流行警戒的任何種類傳染病。
15. **「受傷」**或**「傷患」**乃指(i)因意外引致，(ii)非涉及其他原因所引致，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。
16. **「受保人」**指於保單資料頁或本保單附載的批註內列為受保人的人士。
17. **「法定監護人」**指根據《未成年人監護條例》（香港法例第 13 章）獲委任為 18 歲以下之受保人的法定監護人之人士。
18. **「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。
19. **「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。
20. **「喪失視力」**指完全、永久和不可復原地喪失視力。
21. **「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。
22. **「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。
23. **「喪失功能」**指完全喪失有關功能。
24. **「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。
25. **「海外教育院校」**指位於香港以外的地方並獲認可的教育院校，而受保人已登記為該校之全日制學生。
26. **「受保期」**指保單資料頁內所列的保單生效時期。
27. **「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。

28. **「個人財物」**指受保人一般穿著或攜帶並屬於受保人的個人物件，但不包括金錢。

29. **「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。

30. **「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、保單資料頁、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。

31. **「保單資料頁」**指附載於本保單的「保單資料頁」，並說明保單細節及受保期。

32. **「保單年度」**指由受保期的起始日起至其最後一天內每 12 個月之期間。

33. **「保單持有人」**指於保單資料頁或附加於本保單的批註內列為保單持有人的人士。

34. **「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。

35. **「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。

36. **「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，並構成保單資料頁一部分的項目表。

37. **「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升學旅程。

38. **「疾病」**指身體顯示出異於正常健康的狀況。

39. **「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。

40. **「升學旅程」**指受保人以於海外教育院校作升學為目的而往返海外留學國家 / 地區之旅程。旅程由受保人於保單資料頁上列明的受保期之起始日期或之後，在香港辦妥離境手續出發往海外留學國家 / 地區時開始，直至(a)保單資料頁上列明的受保期之最後一天或(b)受保人返回香港及辦妥入境手續為止，以較早者為準。受保人於此期間以消閒性質前往其他周邊國家 / 地區旅遊亦包括在內。

41. **「學費」**指海外教育院校為提供教學服務所收取的費用（包括任何適用之實驗室費用及出席課堂而招致之設施費用，惟教科書、住宿及膳食之費用則除外）。

保障項目

注意：受保人（或其合法代表）依據以下的第一至十三部分可獲得的所有賠償受限於其選擇的保險計劃的保障範圍、保障項目表內的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 升學旅程期間之醫療費用

如受保人於升學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：住院、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。

就本分項所保障之門診服務而言，所獲之賠償將受保障項目表內所列之次數所限制。

1.2 回港覆診費用

於升學旅程期間，若受保人曾就傷患或疾病向醫生求診，本公司將賠償受保人從升學旅程返回香港後起計 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，包括跌打及針灸。

1.3 創傷輔導

如受保人在升學旅程期間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、騎劫或恐怖主義活動而被醫生診斷罹患創傷後壓力症（儘管一般不保事項第 2(e)項另有規定），並需要接受精神科註冊醫生或註冊臨床心理學家提供的輔導服務，本公司將支付受保人於(i)升學旅程期間及 / 或(ii)從升學旅程返回香港後起計 90 天內於香港接受有關輔導服務而合理地招致的任何必需的醫療開支。

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（不適用於第 1.3 部分（*創傷輔導*））；
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或(iii)非因受保人需治療或診斷於升學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 12 個月後的任何醫療費用；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升學旅程部分所招致的醫療費用。

第二部分 「緊急啟程」保障

1. 如受保人在升學旅程中(i)不幸身故或(ii)因遇上嚴重身體受傷或患上嚴重疾病連續住院超過 3 天，本公司將支付 2 名親屬或朋友往返受保人身故或遇上嚴重身體受傷或患上嚴重疾病當地一次及照料受保人（如適用）所合理地招致的額外住宿及交通費用（每人之交通費用以一張公共交通工具之經濟客位來回票據為限）；或

2. 如受保人之直屬家庭成員在受保人之升學旅程期間於香港不幸身故，本公司將支付受保人往返香港一次所合理地招致

的額外交通費用(以一張公共交通工具之經濟客位來回票據為限) 。

適用於第二部分的不保事項
本公司不負責賠償於受保人或其直屬家庭成員(按情況而定)身故，或受保人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。

第三部分 「24 小時全球緊急援助」

緊急醫療援助 - 如受保人於升學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**該升學旅程必須並非為(i)有違醫生意見或(ii)其目的為於海外尋求或接受任何治療，或就升學旅程前發生之意外或疾病接受休息或療養。

3.1 緊急運送
如受保人需要接受即時的緊急治療，而其發生導致嚴重身體受傷之意外或患上嚴重疾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。

3.2 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。

3.3 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。

3.4 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。

3.5 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。

3.6 殮葬費用
如受保人因於升學旅程期間遇上嚴重身體受傷或患上嚴重疾病而不幸身故，本公司將支付在升學旅程期間或將受保人遺體送返香港後 180 天內合理地招致的殮葬費用。

3.7 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。

適用於第三部分的不保事項
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 12 個月後引致的任何費用；或
2. 本部分第 3.1、3.2、3.3 及 3.5 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

致電者需提供保單資料頁上的保單號碼、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「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。

第四部分 「個人意外」保障

4.1 意外身故及永久傷殘
如受保人在升學旅程期間遇上意外，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 4.1.1 部分 (*乘搭公共交通工具或參與學校活動時發生意外*) 或第 4.1.2 部分 (*其他意外*) 之賠償，**惟**年齡為 18 歲以下之受保人於本部分所獲的最高總賠償額將不得超過載列於保障項目表內適用的「意外身故及永久傷殘」保障最高保障額之 50%。

4.1.1 **乘搭公共交通工具或參與學校活動時發生意外**

如受保人在下列情況下遭受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：

a) 受保人以付費乘客身分乘搭公共交通工具，**惟**倘若(i)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(ii)涉及的機械性推動的車輛或船艦是由任何並無登記及非合資格之人士所駕駛，本保單將不會就本分項作出任何賠償；或

b) 受保人參與由海外教育院校所安排的學校活動。

4.1.2 **其他意外**

如發生上述第 4.1.1 部分 (*乘搭公共交通工具或參與學校活動時發生意外*) 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，就相同意外只可於第 4.1.1 部分 (乘搭公共交通工具或參與學校活動時發生意外) 或第 4.1.2 部分 (其他意外) 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 b) 一隻耳朵	 75% 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 b) 左手	 70% 50%
	2.13	喪失四隻手指或永久完全喪失其功能 a) 右手 b) 左手	 40% 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 b) 一個右指骨 c) 兩個左指骨 d) 一個左指骨	 30% 15% 20% 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 b) 兩個右指骨 c) 一個右指骨 d) 三個左指骨 e) 兩個左指骨 f) 一個左指骨	10% 7.5% 5% 7.5% 5% 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 b) 大腳趾之兩個趾骨 c) 大腳趾之一個趾骨 d) 大腳趾以外之其他腳趾	 15% 5% 3% 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「意外身故及永久傷殘」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. 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。
2. 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。

「意外身故及永久傷殘」伸延保障

本分項下之保障將伸延至下述任何引致受保人遭受受保事項之意外：

a) 為開始升學旅程，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) ，從其香港的居所直接前往入境處辦事處離境管制站地點途中；或

b) 升學旅程結束後，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 (儘管受保期已經屆滿，只要抵達時間屬受保期或下述一般條款第二項訂定的因不能避免的延誤所引致的 10 天自動延長保險期內) ，直接從入境處辦事處入境管制站地點前往其香港的居所。

僅就本分項而言，如受保人於升學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。

4.2 嚴重燒傷

如受保人於升學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。本公司只會就每保單年度支付此保障一次。

為免存疑，不論受保人在同一保單年度內遭受多少項受保事項，本公司於該保單年度就本部分應支付的總賠償額將不超過「個人意外」保障之最高賠償額的 100%。

當本公司已支付或應支付「個人意外」保障之最高賠償額的100%，本保單提供之「個人意外」保障將隨即終止。

適用於第四部分的不保事項
本公司將不負責因任何疾病或病患引起的傷患所招致的損失。

第五部分「學業取消」保障

如受保人直接因下列事項而在由香港出發前往海外留學國家 / 地區前取消其升學旅程，導致其已預先支付的學費、交通票據及住宿的訂金或費用被沒收並且不能從相關機構退回，本公司將向受保人作出賠償：

1. 受保人或其直屬家庭成員身故、遇上嚴重身體受傷或患上嚴重疾病；
2. 受保人須出任審判證人、陪審員或遭強制性隔離；
3. 於升學旅程預定出發日期前 7 天內，海外留學國家 / 地區發生天然災難、傳染病、暴動或內亂(儘管一般不保事項第 2(c)項另有規定)，致使受保人不能展開升學旅程；
4. 已計劃前往的海外留學國家 / 地區之目的地於升學旅程預定出發日期前獲發黑色外遊警示 (儘管一般不保事項第 2(c)項另有規定)；或
5. 於升學旅程預定出發日期前 10 天內，受保人於香港的主要住所因失火或水浸而導致嚴重損毀。

為免存疑，倘若受保人於返回香港後為繼續其升學旅程而於同一保單年度內再展開任何旅程，本保障將不會就任何隨後出發之旅程作出賠償。

此部分的保障受限於以下規定：

1. 就上述第 1、3 至 5 分段所載列的事項而言，有關事項必須於本保單繕發最少 24 小時後發生，本保障才會作出賠償。
2. 就上述第 1 分段所載列的事項而言，有關事項必須於升學旅程預定出發日期前 90 天內發生，本保障才會作出賠償。
3. 就上述第 2 分段所載列的事項而言，向受保人頒佈或發出有關出任審判證人、陪審員或遭強制性隔離的命令、公告或通知必須於(i)本保單繕發最少 24 小時後，及(ii)升學旅程預定出發日期前 90 天內送達，本保障才會作出賠償。
3. 就上述第 4 分段所載列的事項而言，升學旅程必須在(i)不早於升學旅程之預定出發日期前 7 天及(ii)黑色外遊警示生效期間取消，本保障才會作出賠償。
4. 受保人須把他所有未曾使用的原有交通票據交由本公司處置。
5. 此部分的保障一經索償，本公司將無須根據本保單提供其他保障，本保單下之所有保障隨即終止。

適用於第五部分的不保事項
本公司將不負責賠償：

1. 任何由恐怖主義活動引致的損失；或
2. 因本部分所載列的事項而取消升學旅程後，未有即時通知旅行代理商、提供交通或住宿服務之機構所招致的損失。

第六部分「學業中斷」保障

如因以下情況直接引致受保人的升學旅程於開始後遇到阻礙而需要中斷，本公司將會支付本部分之保障：

1. 受保人或其直屬家庭成員身故、遇上嚴重身體受傷或患上嚴重疾病；
2. 海外留學國家 / 地區遇上天然災難、傳染病、暴動或內亂(儘管一般不保事項第 2(c)項另有規定)，致使受保人不能繼續升學旅程；或
3. 已計劃前往的海外留學國家 / 地區之目的地於升學旅程期間獲發黑色外遊警示 (儘管一般不保事項第 2(c)項另有規定)。

在本保障下，本公司會就受阻的升學旅程日數 (以每日計) 按比例向受保人賠償(i)就已預先付費但未使用及不獲相關機構退回的學費、交通票據及住宿所招致的損失及(ii)受保人直接返回香港所招致之合理額外公共交通工具費用 (該費用不得超過該公共交通工具之經濟客位票價)。

就本保障賠償之學費而言，將根據學業中斷之日數，按比例就受保人已支付及須支付學費的學習總日數而計算。

受保人須把未曾使用但不適用於餘下旅程的原有交通票據交由本公司處置。

適用於第六部分的不保事項
本公司將不負責賠償：

1. 任何由恐怖主義活動引致的損失；
2. 按照第八部分「旅程延誤」保障可獲賠償之損失及費用；或
3. 因本部分所載列的事項而中斷升學旅程後，未有即時通知旅行代理商、提供交通或住宿服務之機構所招致的損失。

第七部分「教育基金」保障

如受保人之父母或法定監護人因在受保期期間遇上意外，而引致意外發生後 12 個月內身故或永久完全傷殘，本公司將賠償就同一保單年度內開始之學期尚未繳付的學費。

本部分只適用於未婚並且年齡為 25 歲以下的受保人。

適用於第七部分的不保事項
本公司將不負責賠償：

1. 因任何疾病或病患引起的傷患所招致的損失；
2. 任何已逾期的費用；
3. 任何住宿費用 (不論是於校內或校外)，校外之遊學團 (除非該遊學團是受保人為就某相關課程取得合格所必須的)，興趣班或消耗品 (如書籍、學習資料及文具)；或
4. 受保人於受保期內因自行決定更改修讀的學科所招致的損失。

第八部分「旅程延誤」保障

如因遇上惡劣天氣、天然災難、突然爆發涉及已安排乘搭的公共交通工具的工業行動、暴動或內亂 (儘管一般不保事項第 2(c)項

另有規定）、恐怖主義活動、機場關閉、已安排乘搭的公共交通工具遭騎劫或出現機械性故障，而引致受保人於升學旅程中已安排乘搭的公共交通工具之啟程時間 / 或抵達時間較原定時間延誤達連續 6 小時或以上（**「受保延誤」**），本公司將支付以下第 8.1（*現金津貼*）或 8.2（*額外旅遊費用*）部分之保障。

就有關公共交通工具之啟程時間引致的受保延誤而言，延誤時間的計算乃由已安排乘搭的公共交通工具之原定啟程時間起計至該已安排乘搭的公共交通工具或有關公共交通工具機構提供最早可啟程的代替交通工具的實際啟程時間為止。

如(i)受保人為開始升學旅程而已安排乘搭的公共交通工具直接因出現機械性故障而遭取消或延誤，導致未能於原定時間啟程，及(ii)該公共交通工具機構無法向受保人提供其他代替公共交通工具，受保人只可在第八部分項下根據第 8.1 部分之現金津貼保障提出索償。在這些情況下，本公司無須償付第 8.2 部分之額外旅遊費用保障。

8.1 現金津貼

在本公司無須支付本部分提供的其他保障的前提下，本公司將就每連續 6 小時之受保延誤向受保人支付現金津貼。

8.2 額外旅遊費用

8.2.1 公共交通費用 - 延誤啟程

如受保延誤直接導致受保人必須轉乘其他代替公共交通工具，本公司將賠償受保人因此所合理及無可避免地招致的額外公共交通費用（以已安排的公共交通工具的客位等級為限）。

8.2.2 海外住宿費用

如受保延誤直接導致受保人未能依照行程安排乘搭已預先付費的接駁公共交通工具，本公司將賠償受保人直接因下列情況所合理及無可避免地招致的額外海外住宿費用。

適用於第八部分的不保事項

本公司將不負責賠償：

1. 因受保人疏忽而引致的任何旅程延誤，包括受保人未能於公共交通工具機構或出入境管制站建議之時間辦理登機手續或抵達登機閘口；
2. 受保人並未在受保延誤發生前確定其預訂之交通票據；
3. 因受保人拒絕或未有乘搭由有關公共交通工具機構所提供的最早可啟程的代替交通工具所引致的任何旅程延誤；或
4. 於保單繕發前，引致延誤之原因已存在或已知其存在，或公共交通工具機構、旅遊承辦商、天文台或其他機構已就預期會導致延誤之原因作出公布（如颱風懸掛的消息）。

第九部分「行李延誤」保障

受保人於升學旅程期間，如公共交通工具機構錯誤或延誤運送受保人的行李，而未能在受保人抵達海外目的地後 6 小時內將行李送回受保人，本公司將就此賠償受保人購買必需的替換衣物及洗漱用品之費用。

適用於第九部分的不保事項

本公司將不負責賠償：

1. 因遭受海關或其他執法部門扣留或充公所引致的行李延誤；
2. 按第十部分「行李及個人財物」保障可獲賠償的行李遺失；
3. 受保人返抵香港後發生的任何損失；或
4. 任何受保人獨立郵寄或寄運、或蓄意安排經非其乘搭之公共交通工具托運之行李、紀念品或任何其他物品。

第十部分「行李及個人財物」保障

本公司將賠償受保人於升學旅程期間直接因遭盜竊、搶劫、爆竊、意外或承運者不小心處理以致受保人擁有的行李及個人財物，包括手提電腦（**「行李及個人財物」**）遺失、破損或遭毀壞所招致的損失。本公司並有權選擇以最高賠償額為限作出賠償，或支付更換遺失或修理破損或毀壞之行李及個人財物所需的合理費用（須扣除折舊之價值，而折舊率由本公司全權釐定），**惟須受制於下述條款**：

1. 受保人須對行李及個人財物採取合理的預防措施予以安全保管，包括但不限於確保不會隨意並在無人看守下在公眾地方放置行李及個人財物；及
2. 從承運者取回破損或遭毀壞之行李及個人財物時，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：

1. 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毀；
2. 金錢、可轉讓票據、債券或證券、契約、信用卡、儲值的器件（如八達通卡及其他增值卡及預繳電子貨幣）、其他付款工具或任何類型的文件，護照、簽證文件、交通及住宿代用券或任何其他旅遊代用券的損失或損毀；
3. 傳呼機、手提的通訊設備、電腦設施（手提電腦除外）、軟件及其附件、所有容易損壞的物品、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、食品、商品或樣本、電單車、單車或任何其他交通工具、傢俬、珠寶及手錶的損失或損毀（受保人佩帶著或儲存於酒店保管箱內的珠寶或手錶之損失或損毀則除外）；
4. 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、維修或翻新過程或因大氣或氣候轉變而引致的損失或損毀；
5. 因遺漏或於無人看守下放置在公共交通工具或任何其他種類的車輛內、或公眾地方的行李或個人財物，或因受保人未有採取適當措施予以安全保管其行李或個人財物而導致的任何損失或損毀；
6. 任何受保人獨立郵寄或寄運、或蓄意安排經非其乘搭之公共交通工具托運之行李或個人物品或紀念品的損失或損毀；
7. 任何就行李或個人財物無法解釋的損失或離奇失蹤；
8. 在運送期間遺失或損毀的行李或個人財物（除非受保人能於發現遺失或損毀後 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，而他們亦確認收到該書面報告。如該遺失或損毀是在航班上發生，受保人須取得航空公司填寫的行李事故報告書(PIR)）；
9. 任何沒有於發現後 24 小時內向當地警方報案的損失；或
10. 任何損毀的個人財物，如受保人未能提供損毀的個人財物讓本公司檢查其損毀程度。

第十一部分 「旅遊證件遺失」保障

如受保人於升學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：

1. 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
2. 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。

適用於第十一部分的不保事項
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升學旅程所必須的；
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失蹤。

第十二部分「個人責任」保障

如在升學旅程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**受保人必須就可能會導致法律責任一事即時以書面知會本公司。

適用於第十二部分的不保事項
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. 屬受保人擁有、於其託管或受其控制的財物的損失或損毀；
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。

第十三部分 「信用卡」保障

如受保人因意外身故而根據本保單可獲得賠償，本公司將賠償受保人於升學旅程期間以信用卡簽賬購物而招致但尚未繳付之款項。

適用於第十三部分的不保事項
本公司將不負責賠償因過期未繳款項而需支付之任何利息或財政費用。

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、海外教育院校、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（不適用於本保單之第四部分「個人意外」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、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) 任何受保人或其直屬家庭成員蓄意、惡意、非法或故意的行為；
   e) 受保人（或適用於第七部分「教育基金」保障，其父母或法定監護人）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（或適用於第七部分「教育基金」保障，其父母或法定監護人）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（或適用於第七部分「教育基金」保障，其父母或法定監護人）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 30 米水深範圍潛水；

j) 任何因(i)在本保單繕發當日已存在及(ii)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或其直屬家庭成員的病情或身體狀況或其他情況所招致的損失；

k) 受保人（或適用於第七部分「教育基金」保障，其父母或法定監護人）參與的任何空中活動，除非其當時(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. **合約詮釋 –**

   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. **因不能避免的延誤所引致自動延長保險期 –** 如純粹因未能預計及完全在受保人控制範圍以外的原因或情況，而引致受保人於出發前已預定的升學旅程出現無可避免的延誤，令其無法在受保期內返回香港，本保單之保障將自動延長最多10天。自動延長的保險期會於本保單伸延的時段屆滿時或當導致延誤的原因或情況不復存在當日終止，以較早者為準。

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 7 至 35 歲（包括首尾歲數）之人士均合資格投保。所有保障會根據受保人於本保單之受保期或保單年度之起始日（以較遲者為準）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的最高賠償總額時，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. **一對及組合物品 –** 如遺失或損毀一對或一個組合中的部分配件，賠償額為該原對或組合配件之總值的一個公平及合理比率，而該對或組合物品並不會因此而被視為全損（備註：相機機身、鏡頭、儲存器件及配件視為同一組合）。

7. **單一保障 –** 如受保人就同一次升學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），就同一升學旅程而言，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的最高賠償額。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。

8. **保單有效性 –** 本保單只適用於以海外升學為目的而作的旅程，並包括於升學旅程中到訪其他周邊國家 / 地區之消閒性旅遊，惟不適用於探險、跋涉或任何類似性質之旅程。

9. **法規 –** 本保單於香港簽發，並受香港法律規管並按其詮釋。

10. **仲裁 –** 由本保單引致的所有糾紛或爭議，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。

11. **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。

12. **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。

13. **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本保單，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。

14. **無索償折扣 *（只適用於受保期為 1 年之保單）*** – 倘若本公司於下表所述之個別無索償期內未曾或無須向受保人就本保單支付任何保障，保單持有人就續保該受保人於本保單下之保障所應繳付之保費可按相應之折扣率獲得扣減：

緊接續保前之無索償期	折扣率
1 年	10%
連續 2 年	15%
連續 3 年或以上	20%

15. **風險改變 –** 在受保期內及每次申請續保時，保單持有人必須就海外留學國家 / 地區、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。

16. **保障更改 –** 保單持有人只可於提交續保申請時要求轉換計劃級別，惟須得到本公司的批准。

17. **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本保單生效當日起視為無效。

18. **於受保期前終止保單 –** 倘若受保人的學生簽證申請被海外國家 / 地區拒絕，本公司將不會就本保單提供任何保障。在此情況下，保單持有人可(i)於受保期開始前向本公司發出不少於 7 天的書面通知及(ii)提供由相關領事館發出的簽證申請被拒之書面證明文件以要求終止保單。在本公司收取滿意的證明後，保單持有人可獲退還已經繳付的保費，惟本公司將扣除 HK$300 作行政費。

19. **取消保單 –**

a) 本公司可按保單持有人最後登記的地址，以掛號郵件方式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。

b) 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保單。如保單之受保期為 1 年，已經繳付的保費將不會獲得退還。如保單之受保期為 2 年，在(i)未有就本保單提出任何索償及(ii)本保單餘下之受保期為 6 個月以上之前提下，保單持有人可獲得退還部分保費，其金額相等於實際已付保費之 20%。

20. **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 / 或受保人根據上文交付仲裁，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。

21. **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致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。

22. **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。

23. **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。

24. **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。

25. **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、受保人或與本保單有關的任何人士或實體令本公司 (或本公司認爲可能令本公司) 面臨或將面臨受到根據聯合國決議的任何制裁、禁制或限制；或根據任何適用於本公司或與本公司相關的的司法管轄區的貿易或經濟制裁、法律或法規下的任何制裁、禁制或限制；或於本公司認為任何其他適用的經濟或貿易制裁的法律或法規下的任何制裁、禁制或限制；或本公司認為可能令本公司面臨受到任何前述的制裁、禁制或限制的風險，則本公司可發出書面通知並根據由本公司決定的書面通知隨時終止本保單(無論此終止日期是從此保單的繕發日或其他日期起生效)。此後，本公司無需再與保單持有人及/或受保人及/或與本保單有關的任何人士或實體進行與此保單有關的任何業務往來，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) 段之前提下，此保單下不得被視為提供保障、支付賠償或提供利益，及而本公司亦無責任於此保單下提供任何保障 、支付任何賠償或提供任何利益，若：(i) 令本公司面臨受到根據聯合國決議的任何制裁、禁制或限制; 或根據任何適用於本公司或與本公司相關的司法管轄區的貿易或經濟制裁，法律或法規下的任何制裁、禁制或限制; 或於本公司認為適用的任何其他適用的經濟或貿易制裁的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；及 (ii) 相關賠償 、保障或利益是因前往「不承保國家與地區名單」中所列之任何國家及 / 或地區而產生。

「不承保國家與地區名單」 指於本公司官方網站（該網站連結可能不時更新或修訂）提供、展示及不時更新，並於「一般條款」部分第 25 (b) 條中提及之名單。

26. **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。

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. 任何索償須於引致本保單下索償的事件發生後30天內知會本公司(除非於第十二部分「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。尤其是本公司會要求受保人提供由其海外教育院校發出之在學證明及下列之證明文件：

a) **任何有關醫療狀況及費用之證明**

i) 由持有醫療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書面證明(包括診斷、所有相關日期、徵狀、治療、藥物處方及以住院病人身分持續住院之時間) (**「醫療報告」**)；及

ii) 醫院或其他註冊醫療服務供應商發出之發票及收據正本。

b) **任何有關人身意外及身故之證明**

i) 醫療報告；

ii) 死亡證及相關驗屍報告；及

iii) 警方報告，以證實該意外之詳情。

c) **任何有關行李或個人財物之遺失、被盜或損毀之證明**

i) 受保人或其代表向警方提出有關情況之報告(**「警方報告」**)；

ii) 擁有權之證明，包括收據正本；

iii) 行李事故報告書(PIR)或由相關機構、交通服務機構或公司就有關事件發出之證明；

iv) 如該物件已損毀，該損毀物件之相片；及

v) 如該物件已損毀，修理該損毀物件之報價單，內裡必須註明引致損毀之原因，或由修理人員證明該損毀為無法修復。

d) **有關遺失旅遊證件及交通票據之索償**

i) 警方報告；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。

e) **有關行李延誤之證明**

i) 由交通服務機構就相關情況發出之書面證明 (包括延誤之原因、詳情及另作之安排)。

f) **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。

g) **有關學業取消、中斷或旅程延誤之證明**

i) 就相關旅遊安排而言，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(i)書面通知以證明就按金或預付

費用所退還之金額；及(ii)收據、門票及 / 或合約正本；

ii) 就學費而言，由海外教育院校發出之(i)發票及收據正本以證明已付的學費金額及未使用並不獲退回的學費部分；及(ii)受保人退修課程之書面證明；

iii) 警方報告；

iv) 醫療報告；

v) 由交通服務機構就旅程中止或延誤的情況發出之書面證明 (包括延誤之原因、詳情及另作之安排)；及

vi) 由政府或相關機構發出要求受保人出任審判證人、陪審員或接受強制性隔離之書面證明。

h) **有關教育基金之證明**

i) 受保人之父母或法定監護人之醫療報告；

ii) 受保人之父母或法定監護人之死亡證及相關驗屍報告；

iii) 警方報告，以證實該意外之詳情；

iv) 由海外教育院校發出的發票及收據正本；及

v) 受保人與其父母或法定監護人之關係證明，如出世紙。

i) **有關個人責任之證明**

i) 就可能之索償即時向本公司提交的書面通知，指出事件的性質及情況；

ii) 受保人書面證明未有承認任何責任及達成任何和解協議；及

iii) 即時向本公司提供所有相關文件，包括但不限於傳票、法庭文件、與律師之間或其他的法律書信、索償書信副本。

j) **有關信用卡未繳付之款項之證明**

i) 信用卡結單；及

ii) 購物之發票及收據正本。

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的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。