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

Working Holiday Protection Insurance
工作假期保

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.
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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 WORKING HOLIDAY 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 Journey to the Host Country as specified in the Policy Schedule for the purpose of participating in the Working Holiday Scheme.

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 the Insured Person's control and caused by violent, external and visible means.
2. **"Act of Terrorist"** or **"Terrorist Act"** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group 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. **"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 Insured Person.
4. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
5. **"Eligible Expenses"** shall mean those medical expenses necessitated by an Injury or a Sickness covered by this Policy and incurred on the recommendation of a Surgeon or Physician but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
6. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
7. **"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.
8. "**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.
9. "**Host Country**" shall mean the country specified in the Policy Schedule from which the Insured Person intends to apply or has applied for a working holiday visa pursuant to the Working Holiday Scheme between Hong Kong and such country.
10. **"Immediate Family Member"** shall mean a person's spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.
11. **"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.
12. **"Insured Person"** shall mean any person named as the "Insured Person" in the Policy Schedule or the subsequent endorsement to this Policy. With respect to this Policy, the Insured Person and the Policyholder must be the same person.
13. **"Journey"** shall mean the trip taken by the Insured Person to and from the Host Country for the purpose of participating in the Working Holiday Scheme, 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 Host Country 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 for leisure travel during the aforesaid period.

14. **"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 is expressed in units of decibel (dB).

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

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

17. **"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.

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

19. **"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.

20. **"Black Outbound Travel Alert"** shall mean the black colour-coded alerts issued by the government of Hong Kong under the Outbound Travel Alert System.

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

22. **"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.

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

24. **"Physician"** or **"Surgeon"** 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(s) of the Policyholder and/or the Insured Person.

25. **"Policy"** shall mean and refer to the entire policy contract among the Policyholder, the Insured Person and the Company including these Terms and Conditions, application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or his authorised representatives, Policy Schedule issued hereunder and any endorsements thereto.

26. **"Policyholder"** shall mean the person named as "Policyholder" in the Policy Schedule or the subsequent endorsement to this Policy. With respect to this Policy, the Insured Person and the Policyholder must be the same person.

27. **"Prescribed Medicines"** or **"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.

28. **"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.

29. **"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.

30. **"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 such that the Insured Person is certified by that Physician as being unfit to travel or continue with the Journey.

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

32. **"Working Holiday Scheme"** shall mean a bilateral scheme established by the government of Hong Kong with the government of the participating overseas countries through which any person, who is ordinarily residing in Hong Kong and who satisfies the relevant eligibility criteria, may apply for a working holiday visa to take up short-term employment and/or enrol in a short study or training course in the participating overseas country while on holiday.

POLICY BENEFITS

Note:	All benefits payable to the Insured Person (or his legal representative) pursuant to Sections 1-11 below are subject to the maximum limits and sub-limits as stated in the Schedule of Benefits for the Insured Person, AND subject to the Terms, Conditions and Exclusions of the Policy herein.

SECTION 1 "Medical Expenses" Benefit

1.1 Hospitalisation and Surgical Expenses during the Journey

The Company will reimburse the Eligible Expenses reasonably incurred during Hospital Confinement for the

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

1.2 Follow-up Medical Expenses in Hong Kong

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

Chinese Bone-setting & Acupuncture Expenses – The Follow-up Medical Expenses in Hong Kong benefit shall cover treatment received from a Chinese Medicine Practitioner in Hong Kong for Chinese bone-setting and acupuncture arising from an Injury.

For the avoidance of doubt, if subsequent to his return to Hong Kong, the Insured Person shall take any trip during the Period of Insurance for the sake of continuation with his working holiday, this benefit is not payable in respect of any medical expenses incurred by the Insured Person after his return to Hong Kong from any such subsequent trip.

1.3 Compassionate Visit

The Company will reimburse the additional accommodation and travelling expenses reasonably incurred by a relative or a friend to fly over and, where appropriate, to take care of the Insured Person in the event of death, or Hospital Confinement for over 3 consecutive days of the Insured Person during the Journey. This benefit can only be claimed once during the Period of Insurance.

SECTION 2 "Outpatient Expenses" Benefit

The Company will reimburse the Eligible Expenses reasonably incurred for outpatient consultations rendered by a Physician and Prescribed Medicines and Drugs in the event of Injury sustained or Sickness contracted by the Insured Person during the Journey.

Exclusions Applicable to Sections 1 and 2

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);
4. any expenses related to treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected Injury or Sickness sustained during the Journey and occurring or arising during the Period of Insurance;
5. any medical expenses incurred after 12 months of 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 where the Journey is for the purpose of receiving medical or surgical treatment.

SECTION 3 "24-hour Worldwide Emergency Aid"

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

3.1 Emergency Evacuation

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

3.2 Repatriation

Following an emergency evacuation arranged under this section, 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 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.

3.5 Compassionate Payment on Death

In the event of death of the Insured Person during the Journey as a result of Serious Bodily Injury or Serious

Sickness, the Company will pay this benefit to the legal personal representative of the Insured Person's estate or the Insured Person's named beneficiary (if applicable) after the Company's receipt of the police report or other official certification of the Insured Person's death.

3.6 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 after 12 months of the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted; or
2. any benefits under sub-clauses 3.1, 3.2, 3.3 and 3.4 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 3 (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 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 conditions, 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 3 or in the course of the provision of the "24-hour Worldwide Emergency Aid", 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 this benefit according to the table of benefits as shown in this subsection (the "**Table of Benefits**") in the event that an Accident during the Journey results in the death or any Permanent Disablement of the Insured Person as listed in the Table of Benefits within 12 months from the date of the Accident, **provided that** the total benefits payable under Section 4.1 (Accidental Death and Permanent Disablement) and Section 4.2 (Major Burns) shall not exceed 100% of the maximum limit payable for the "Personal Accident" Benefit regardless of the number of insured events that has occurred to the Insured Person.

Table of Benefits

Insured Events			Benefit Limit for Each Insured Event*
1.	Accidental death		100%
2.	Permanent disablement (2.1 to 2.7)		
	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%

* The benefit limit is a percentage of the applicable maximum limit of the "Accidental Death and Permanent Disablement" Benefit as set out in the Schedule of Benefits of this Policy.

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 Public Conveyance for the purpose of commencing the Journey; 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 Public Conveyance upon completion of the Journey.

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 Journey, 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 Journey, **provided that** the assessment of the burns is certified by a Physician with medical reports and full diagnosis. Such benefit can only be claimed once for each Accident during the Journey.

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

SECTION 5 "Trip Cancellation" Benefit

The Company will reimburse the deposits or any payment made in advance for travel ticket and accommodation expenses which are forfeited and irrecoverable from the relevant parties upon cancellation of the Journey prior to departure from Hong Kong to the Host Country for the working holiday 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, unanticipated outbreak of epidemic disease, riot or civil commotion (notwithstanding General Exclusion 2(c)) occurred in the Host Country within 7 days before the scheduled departure date of the Journey which prevents the Insured Person from commencing the working holiday; or
4. the issuance of a Black Outbound Travel Alert against the Host Country before the scheduled departure date of the Journey (notwithstanding General Exclusion 2(c)).

   For the avoidance of doubt, if subsequent to his return to Hong Kong, the Insured Person shall take any trip during the Period of Insurance for the sake of continuation with his working holiday, 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 to 4 above, the benefit is payable only if the relevant event takes place 24 hours after the issue date of this Policy.
2. With respect to the events prescribed in sub-paragraphs 1 and 2 above, the benefit is payable only if the relevant event takes place within 90 days prior to the scheduled date of departure for the working holiday.
3. With respect to the event prescribed in sub-paragraph 4 above, the benefit is payable only if cancellation of the Journey takes place (i) not earlier than 7 days before the scheduled date of departure for the working holiday; and (ii) while the Black Outbound Travel Alert is in force.
4. The Insured Person shall surrender all the original unused travel tickets to the Company.
5. 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 failure to notify the travel agent or provider of the transport or accommodation services immediately after cancellation of the working holiday as a result of the events prescribed under this section.

SECTION 6 "Curtailment of Trip" Benefit

If the Journey is interrupted after the commencement of the working holiday, the Company will pay this benefit on a pro-rata basis for each complete day of the Journey which is interrupted for (i) loss of the prepaid and unused portion of the travel ticket and accommodation expenses which are forfeited and irrecoverable from the relevant parties and (ii) reasonable additional travel expenses which are necessary for the Insured Person to return to Hong Kong by a Public Conveyance (i.e. the expenses shall not exceed the fare of the economy class for such Public Conveyance) due to a necessary, unforeseen and unavoidable curtailment of the Journey, as a direct result of:

1. death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member;
2. any adverse weather condition, natural disaster, unanticipated outbreak of epidemic disease, riot or civil commotion (notwithstanding General Exclusion 2(c)) occurred in the Host Country which prevents the Insured Person from continuing with the Journey; or
3. the issuance of a Black Outbound Travel Alert against the Host Country during the Journey (notwithstanding General Exclusion 2(c)).

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

This benefit is payable once only during the Period of Insurance.

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

1. any loss and expenses directly resulting from death, Serious Bodily Injury or Serious Sickness arising out of an Act of Terrorist;
2. any loss and expenses which are recoverable under Section 7 (*"Travel Delay" Benefit*) below; or
3. any loss arising from failure to notify the travel agent or provider of the transport or accommodation services immediately after curtailment of the Journey as a result of the events prescribed under this section.

SECTION 7 "Travel Delay" Benefit

The Company will pay a cash allowance for each and every period of 6 consecutive hours in the event that the arranged Public Conveyance for travelling from Hong Kong to the Host Country for the working holiday is delayed from the scheduled time of departure or arrival due to adverse weather condition, natural disaster, unanticipated outbreak of industrial action, riot or civil commotion (notwithstanding General Exclusion 2(c)), Act of Terrorist, closure of the airport, hijack or mechanical breakdown of the Public Conveyance (the "**Covered Delay**").

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

This benefit is only payable in respect of the travel from Hong Kong to the Host Country for the working holiday for once.

For the avoidance of doubt, if subsequent to his return to Hong Kong, the Insured Person shall take any trip during the Period of Insurance for the sake of continuation with his working holiday, this benefit is not payable in respect of any such subsequent trip.

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

1. the travel delay arises from an act of omission on the part of the Insured Person, including the failure to 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 has not secured a confirmed advanced booking of travel tickets prior to the occurrence of the Covered Delay;
3. the travel delay arises from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider; or
4. the cause or condition leading to or resulting in the delay exists or is known to exist, or the announcement contemplating such cause or condition including 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 8 "Baggage Delay" Benefit

The Company will pay a cash allowance if the Insured Person's baggage has been misdirected or delayed by the Public Conveyance provider when travelling from Hong Kong to the Host Country for the working holiday and is not returned to the Insured Person within 6 hours from the time of arrival at the Host Country.

This benefit is only payable in respect of the travel from Hong Kong to the Host Country for the working holiday for once.

For the avoidance of doubt, if subsequent to his return to Hong Kong, the Insured Person shall take any trip during the Period of Insurance for the sake of continuation with his working holiday, this benefit is not payable in respect of any such subsequent trip.

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

1. if the delay is caused by detention or confiscation by customs or other law enforcing officials;
2. under this section for any loss of baggage which is covered under Section 9 (*"Baggage and Personal Property" Benefit*) below; or
3. 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 9 "Baggage and Personal Property" Benefit

The Company will pay the Baggage and Personal Property Benefit for loss or physical breakage of or damage to the Insured Person's baggage and Personal Effects (the "**Baggage and Item**") occurred during the Journey directly resulting from theft, robbery, burglary, accident or mishandling by carriers. The Company will at its option pay the benefit limit under this section for such loss or damage, or the reasonable cost of repair or replacement of the lost or damaged Baggage and Item, **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 9
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 Money, negotiable instruments, bonds or securities, deeds, credit cards, stored-value devices including the Octopus card and other prepaid electronic ticketing 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, 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;
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, depreciation in value and such depreciation shall be applied at the sole discretion of the Company;
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 in an airline, 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 10 "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 Journey.

The Company will reimburse the Insured Person for:

a) the replacement cost of the travel document and/or travel pass charged by the issuing body; and/or
b) additional travel and accommodation expenses reasonably incurred by the Insured Person 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.

This benefit is payable once only during the Period of Insurance.

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

1. any loss which the Insured Person fails to report to police within 24 hours or as soon as practicable upon discovery of such loss;
2. any replacement fees charged by the issuing body which is incurred after 30 days of returning to Hong Kong or the expiry of this Policy, whichever is earlier;
3. any loss contributed to by the Insured Person leaving the travel document or travel pass unattended in a public place;
4. any benefit under this section if the lost or stolen travel document or travel pass is not a necessary document for completing the Journey;
5. any loss of the travel document or travel pass arising from the confiscation by a government authority, customs official or police; or
6. any unexplained loss or mysterious disappearance of the travel document or travel pass.

SECTION 11 "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 Journey, **provided that** written immediate notice of the event giving rise to legal liability on the part of the Insured Person is given to the Company.

Exclusions Applicable to Section 11
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.

GENERAL EXCLUSIONS

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

1. where the loss, costs or expenses are recoverable from government program, travel agency, airline, cruise ship company, Public Conveyance providers, any providers of travel accommodation and transport arrangements or other insurance (whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise), the Insured Person shall first make a claim against such other party and/or insurance and submit to the Company the proof of such claim, which shall be conditions precedent to any liability of the Company under this Policy to pay any balance of the claim not recoverable from such other source and/or insurance (not applicable to Section 3.5 (Compassionate Payment on

Death) and 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, 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 whilst engaging in any sport or game in a professional capacity where the Insured Person would or could earn income or remuneration from engaging in such sport or game or racing of any kind (other than on foot) or any competition;

   h) accidents whilst engaging in offshore activities including commercial diving, oil rigging, mining, handling of explosives, site working, stunt works, aerial photography or accidents whilst the Insured Person is being employed as a diver, jockey, reporter, armed guard or working in a casino, disco, construction site or night club;

   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 in the air unless the Insured Person is at the relevant time (i) travelling as a fare paying passenger in a licensed aircraft operated by a recognised airline, or (ii) participating in such activity where the maneuver or navigation of such activity is managed and controlled by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorised by the relevant local authority. For the purpose of this exclusion (k), subsection (ii) shall not cover any activities involving power driven flying machines including but not limited to helicopter, tilt rotor and self-launching motor glider; or

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

GENERAL CONDITIONS

1. **Interpretation –**

   a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

   b) Headings are for convenience only and shall not affect the interpretation of this Policy.

   c) A time of day is a reference to the time in Hong Kong.

   d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.

   e) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the definitions section of these terms and conditions.

2. **Non-Renewal or Non-Extension –** This Policy cannot be renewed or extended.

3. **Automatic Extension for Unavoidable Delay –** Notwithstanding General Condition 2 above, 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 Journey 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.

4. **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.

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 the 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 policy underwritten by the Company for the same Journey, including any complimentary insurance provided by the travel agent,

the liability of the Company in respect of any Insured Person for the same Journey is limited to the maximum benefits payable under one of the policies which provides the highest amount of benefit in addition to any benefits which may be payable under the complimentary insurance provided by the travel agent.

8. **Validity of Policy –** This Policy is only valid for trips taken for the purpose of participating in the Working Holiday Scheme including all ancillary trips to other countries for leisure travel 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 Clause** – 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. **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.

14. **Termination of Policy before Period of Insurance** – In the event that the application of the Insured Person's working holiday visa is rejected by the Host Country due to a suspension of the Working Holiday Scheme between Hong Kong and the Host Country or any other reasons, 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 or evidential proof of suspension of the Working Holiday Scheme from the relevant government authority or consulate as the case may be. Upon satisfactory proof, the Policyholder is entitled to a refund of premium, subject to an administration fee of HK$300.

15. **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 6 months, no refund of premium will be made. If the Period of Insurance of this Policy is 1 year, the Policyholder shall be entitled to a partial refund of premium equivalent to 30% 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.

16. **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.

17. **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.

18. **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.

19. **Right 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.

20. **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.

21. **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 21 (b) under the "General Conditions" section.

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 11 above).
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 Insured Person's working holiday visa 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 (if damaged); and
   v) Repair quotation showing the cause of damage or repairer's confirmation of irreparable damage (if damaged).

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, Curtailment 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) Police Report ;
   iii) Medical Report ;
   iv) Written advice from the transport provider confirming the circumstance of interruption or delay (including causes and details of the delay and alternative arrangement); and
   v) Documentary proof of the witness summons, jury service or compulsory quarantine issued by the government or the relevant authorities.

h) **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.

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.

工作假期保條款及細則

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前往載列於保單資料頁內之東道國以參與工作假期計劃之旅程。

釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. **「意外」**指因暴力、外在及可見因素引致並且完全非受保人所能控制的事故。
2. **「恐怖活動」**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. **「中醫師」**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師，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。
4. **「本公司」**指藍十字（亞太）保險有限公司。
5. **「符合索償資格的費用」**乃指受保範圍內的傷患或疾病所須，並經外科醫生或醫生建議的服務所支付的醫療費用，但不得超過該項服務合理慣例的收費。惟符合索償資格的費用不能超過實際支付費用。
6. **「香港」**指中華人民共和國香港特別行政區。
7. **「醫院」**指具適當規模並已註冊為醫院，向患病及受傷人士提供收費留院護理及治療服務的組織，並須設有下述各項：

   a) 診病及手術設施；

   b) 由註冊護士提供 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」。
8. **「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。
9. **「東道國」**指載列於保單資料頁內，受保人根據香港與其簽訂之工作假期計劃，有意或已向其申請工作假期簽證之國家。
10. **「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。
11. **「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。
12. **「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。就本保單而言，受保人與保單持有人必須為同一人。
13. **「旅程」**指受保人以參與工作假期計劃為目的而往返東道國之旅遊過程。旅遊過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東道國時開始，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週邊國家旅遊亦包括在內。
14. **「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。
15. **「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。
16. **「失明」**指完全、永久和不可復原地喪失視力。
17. **「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。
18. **「喪失功能」**指完全喪失有關功能。
19. **「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。
20. **「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。
21. **「受保期」**指保單資料頁內所列的保單生效時期。
22. **「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。
23. **「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。
24. **「醫生」**或**「外科醫生」**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。

25. **「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。

26. **「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。就本保單而言，受保人與保單持有人必須為同一人。

27. **「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。

28. **「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。

29. **「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。

30. **「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，同時由醫生證明受保人不適合旅遊或繼續其旅程。

31. **「疾病」**指身體顯示出異於正常健康的狀況。

32. **「工作假期計劃」**指由香港政府與參與之海外國家的政府簽訂的雙邊安排協議，協議下任何通常居住於香港並符合相關資格及條件之人士可向參與之海外國家申請工作假期簽證，容許其能夠在參與之海外國家旅遊期間從事短期工作及 / 或修讀短期的進修或培訓課程。

保障項目

注意： 受保人（或其合法代表）依據以下的第一至十一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，並受保單條款、條件及不保事項的條文約束。

第一部分「醫療費用」保障

1.1 旅程期間之住院及手術費用

如受保人於旅程期間受傷或患上疾病，本公司將賠償因該傷患或疾病於住院期間就以下各項合理地招致的符合索償資格的費用：留院、手術、救護車及輔助醫療、診斷測試、向醫生求診及經醫生處方的藥物。

1.2 回港覆診費用

於旅程期間，若受保人於香港以外之地方曾就傷患或疾病向醫生或外科醫生求診，本公司將賠償受保人結束旅程後返回香港後起計 90 天內就該傷患或疾病於香港接受由醫生或外科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。

跌打及針灸治療費用 – 「回港覆診費用」保障包括因傷患而接受由中醫師於香港提供的跌打及針灸治療。

為免存疑，倘若受保人於返回香港後為繼續其工作假期而於受保期內再展開任何旅程，本保障將不會就受保人於任何隨後出發之旅程完結並返回香港後所招致之任何醫療費用作出賠償。

1.3 緊急啟程

如受保人於旅程中不幸身故或連續住院超過 3 天，本公司將支付一名親屬或朋友前往該地及照料受保人 (如適用) 所合理地招致的額外住宿及交通費用。此保障於受保期內只可獲賠償一次。

第二部分「門診費用」保障

如受保人於旅程期間受傷或患上疾病，本公司將賠償受保人接受門診診症及購買經醫生處方的藥物所合理地招致的符合索償資格的費用。

適用於第一及二部分的不保事項

本公司不負責支付：

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、矯視、助視、隱形眼鏡、眼鏡或助聽器、義肢及有關醫療器材、裝置及附件的費用；
3. 任何有關精神或心理失常及精神或神經紊亂 (包括任何初期徵兆或病徵) 的費用；
4. 有關(i)非由醫生建議的治療或服務、(ii)例行體格或健康檢查及(iii)非因受保人需治療或診斷於旅程期間及受保期內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作的旅程所招致的醫療費用。

第三部分「24 小時全球緊急援助」

緊急醫療援助 - 如受保人於旅程期間不幸遭受嚴重身體受傷或患上嚴重疾病，受保人或其代表可聯絡「24 小時全球緊急援助」熱線尋求以下的支援服務，**惟**該旅程必須並非為(i)有違醫生意見或(ii)其目的為於海外尋求或接受任何治療，或就旅程前發生之意外或疾病接受休息或療養。

3.1 緊急運送

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

3.2 送返起保地點

於獲安排本部分下的緊急運送後，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 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。

3.5 身故恩恤金

如受保人於旅程期間因嚴重身體受傷或嚴重疾病不幸身亡，在收到警方報告或受保人之死亡証明書或其他正式身故核證後，本公司將向受保人的合法遺產代理人或指定受益人（如適用）支付此項賠償。

3.6 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

本公司不負責支付：

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 3.4 項下之保障，如受保人或其代表於提供協助及入院按金保證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. 就本第三部分下，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、航班程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. 本公司無須就本第三部分或因提供「24 小時全球緊急援助」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賠償，**惟**不論受保人身故或蒙受多少項永久傷殘，本公司就第 4.1 部分（意外身故及永久傷殘）及第 4.2 部分（嚴重燒傷）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%。

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 to 2.7)		
	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%

* 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。

「意外身故及永久傷殘」伸延保障

本分項下之保障將伸延至任何引致受保人限於下述途中身故或蒙受永久傷殘之意外：

a) 為開始旅程，受保人於所乘搭的公共交通工具的預定起程時間前 3 小時內，從其香港的居所直接前往入境處辦事處管制站地點途中；或

b) 旅程結束後，受保人所乘搭的公共交通工具的預定抵達時間後 3 小時內，直接從入境處辦事處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。本公司只會就旅程期間的每次意外支付此保障一次。

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「旅程取消」保障

如受保人直接因下列事項而在由香港出發前往東道國展開工作假期前取消旅程，導致其已預先支付的交通票據費用及住宿訂金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. 於旅程預定出發日期前 7 天內，東道國發生天然災難、突然爆發廣泛性傳染病、發生暴動或內亂 (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工作假期；或
4. 東道國於旅程開始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)。

為免存疑，倘若受保人於返回香港後為繼續其工作假期而於受保期內再展開任何旅程，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 至 4 分段所載列的事項而言，有關事項必須於本保單之繕發日 24 小時後發生，本保障才會作出賠償。
2. 就上述第 1 及 2 分段所載列的事項而言，有關事項必須於工作假期之預定出發日期前 90 天內發生，本保障才會作出賠償。
3. 就上述第 4 分段所載列的事項而言，旅程必須在(i)不早於工作假期之預定出發日期前 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. 任何由恐怖活動引致的損失；或
2. 由於本部分所載列的事項而取消工作假期後，因未有即時通知旅行社、提供交通或住宿服務之機構所招致的損失。

第六部分「縮短旅程」保障

於展開工作假期後，如下列任何情況直接引致旅程受到阻礙，因而令受保人在無可避免的情況下必須縮短旅程，本公司會就受阻的旅程日數 (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交通票據及住宿所招致的損失及(ii)受保人返回香港所需的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)：

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. 東道國因天氣情況惡劣、發生天然災難、突然爆發廣泛性傳染病、發生暴動或內亂 (儘管一般不保事項第 2(c)項另有規定)，而致受保人不能繼續旅程；或
3. 東道國於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)。

惟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。

此保障在受保期內只會作出一次賠償。

適用於第六部分的不保事項

本公司將不負責賠償：

1. 因恐怖活動直接引致身故、嚴重身體受傷或嚴重疾病所招致的損失及費用；
2. 按照以下第七部分 *(「旅程延誤」保障)*可獲賠償之損失及費用；或
3. 由於本部分所載列的事項而縮短旅程後，因未有即時通知旅行社、提供交通或住宿服務之機構所招致的損失。

第七部分「旅程延誤」保障

在預定由香港啟程前往東道國展開工作假期當日如因惡劣天氣情況、天然災難、突然爆發的工業行動、暴動或內亂 (儘管一般不保事項第 2(c)項另有規定)、恐怖活動、機場關閉、公共交通工具遭騎劫或出現機械性故障，而引致受保人早已安排的公共交通工具之原定啟程時間 / 或抵達時間遭延誤 (**「受保延誤」**)，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。

就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公共交通工具之原定啟程時間起計至有關公共交通工具機構提供最先可啟程的代替交通工具的實際啟程時間為止。

此保障只會在受保人因工作假期由香港啟程前往東道國之機程作出一次賠償。

為免存疑，倘若受保人於返回香港後為繼續其工作假期而於受保期內再展開任何旅程，本保障將不會就任何隨後出發之旅程作出賠償。

適用於第七部分的不保事項

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指定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. 因受保人拒絕乘搭由有關公共交通工具機構所提供的最先可啟程的代替交通工具所引致的旅程延誤；或
4. 引致延誤之原因或情況於保單繕發前已存在或已知其存在或已向外發佈，包括由公共交通工具機構、旅行社、天文台或其他機構所發出颱風懸掛的消息。

第八部分「行李延誤」保障

如公共交通工具機構於受保人因工作假期由香港啟程前往東道國之機程錯誤或延誤運送行李，而未能在抵達東道國後 6 小時內將行李送回受保人，本公司將就此支付現金津貼。

此保障只會在受保人因工作假期由香港啟程前往東道國之機程作出一次賠償。

為免存疑，倘若受保人於返回香港後為繼續其工作假期而於受保期內再展開任何旅程，本保障將不會就任何隨後出發之旅程作出賠償。

適用於第八部分的不保事項
本公司將不負責賠償：

1. 因遭受海關或其他有關部門扣留或充公所引致的行李延誤；
2. 已按下述第九部分*(「行李及個人財物」保障)*獲得賠償的行李遺失；或
3. 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。

第九部分「行李及個人財物」保障

本公司將賠償受保人於旅程期間直接因遭盜竊、搶劫、爆竊、意外或運送者不小心處理以致隨行的行李及個人財物 (**「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此部分之最高賠償額或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作賠償，**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隨身行李及個人財物；及
2. 在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。

適用於第九部分的不保事項
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壞；
2. 金錢、可轉讓票據、債券或證券、契約、信用卡、儲值的器件 (如八達通卡及其他增值卡及預繳電子貨幣)、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；
3. 傳呼機、手提的通訊設備、電腦設施、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壞；
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氣候或空氣轉變引致的損壞，或價值本身折舊，而本公司有全權斷定其折舊率；
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；
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、紀念品或任何其他物品；
7. 任何就行李或個人財物無法解釋的損失或離奇消失；
8. 在運送期間遺失或損壞的行李或個人財物 (除非受保人能於發現遺失或損壞後 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。如該遺失或損壞是在航班上發生，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壞程度。

第十部分「旅遊證件遺失」保障

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

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. 在旅程期間純粹因換領其旅遊證件及 / 或交通票據所合理地招致的額外交通及酒店住宿費用，惟受保人必需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。

此保障在受保期內只會作出一次賠償。

適用於第十部分的不保事項
本公司在以下任何情況將不負責賠償：

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

第十一部分「個人責任」保障

如在旅遊期間直接因受保人的疏忽導致：

1. 第三者意外身體受傷；或
2. 第三者財物意外受損，

而須向第三者負上法律責任 (包括法律費用)，本公司將作出賠償，**惟**受保人必須就可能會導致法律責任一事即時以書面知會本公司。

適用於第十一部分的不保事項
本公司概不負責任何責任，損失或索償：

1. 如受保人或其授權代表已承認責任或達成任何協議或和解，而事前並無知會本公司及取得本公司的書面同意；
2. 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者：
   a) 僱主責任、合約性責任，或對受保人直屬家庭成員的責任；
   b) 從事商業貿易或職業；
   c) 擁有或佔用土地或建築物（暫時佔用作臨時居所則除外）；
   d) 擁有、佔用、租用、使用或操作車輛、飛機、船隻或武器；
   e) 進行任何刑事訴訟涉及的法律費用或罰款；或
   f) 委託保管、合約牌照、產業或個人財產的轉讓。

一般不保事項

除本保單另有規定外，本保單不包括：

1. 如受保人可就損失、費用、開支向政府計劃、旅行社、航空公司、郵輪公司、公共交通工具機構、任何安排旅遊住宿及交通之服務供應商或其他保險申請索償（不論該保險註明屬主要的，分擔性的，附加的，待確定的或其他），受保人應先向上述各方及／或保險公司索償，並向本公司遞交相關索償證明以作為本公司在本保單下就任何未能向上述各方及／或保險公司索償的餘下部分有任何賠償責任之先決條件（不適用於本保單第 3.5 部分（身故恩恤金）及第 4 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) 自殺、企圖自殺或蓄意自傷身體、精神或神經紊亂、墮胎、流產、懷孕及其併發症、分娩、性病、服用酒精或非由醫生處方的藥物、非因自然及狀況良好的牙齒受傷而需進行的牙齒護理治療；
   f) 核裂變、核聚變或輻射污染；
   g) 受保人以專業性質參與任何可獲得收入或酬勞的運動或競賽、或參與任何速度賽（步行以外）和比賽時發生的意外事故；
   h) 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；或當受保人受僱為潛水員、騎師、記者、武裝警衛或於賭場、舞廳、建築工地或夜總會工作時發生的意外；
   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)在保單繕發時已存在及(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) 受保人參與的任何空中活動，除非當時受保人(i)是以付費乘客身份在認可及持牌航空公司所經營的航機上，或(ii)所參與之活動是由另一位持牌帶領有關活動的人士負責操縱及航行而提供活動的舉辦者亦已獲當地有關當局授權。就此不保事項(k)而言，第(ii)部分不包括任何涉及由動力驅動的飛行器械(包括但不限於直升機、傾轉旋翼機及自行起飛的機動滑翔機)的活動；
   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；單數詞包括複數含義，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. **不能續保或延長 –** 本保單不得續保或延長。
3. **因不能避免的延誤所引致自動延長保險期 –** 儘管一般條款第 2 項內另有規定，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。
4. **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，本保險將不會直接支付任何賬項。
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 –** 如受保人就同一次旅程受到多於一份由本公司承保的保單所保障（包括任何由旅行社贈送的保險），就同一旅程而言，本公司對任何一位受保人的責任僅限於(i)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，及(ii)根據由旅行社贈送的保險下受保人可獲得的保障賠償。

8. **保單有效性** – 本保單只適用於為參予工作假期計劃而作的旅程，並包括到訪其他週邊國家之消閒性旅遊，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. **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。

14. **於受保期前終止保單** – 倘若由於香港與東道國之間協議的工作假期計劃受到中止或其他任何原因，而令受保人的工作假期簽證申請被東道國拒絕，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)提供簽證申請被拒之書面證明文件或由相關政府機構或領事館發出中止工作假期計劃之證明要求終止保單。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。

15. **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 6 個月，已經繳付的保費將不會獲得退還。如保單之受保期為 1 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 30%。

16. **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。

17. **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。

18. **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，該條款之餘下部份及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。

19. **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。

20. **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。

21. **制裁限制及不保條款** – 特此聲明並同意，儘管本保單中有任何相反的規定：

    (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 21 (b) 條中提及之名單。

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 (除非於上文第十一部分內另有規定)。

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其工作假期簽證之副本及下列之證明文件：

    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旅遊票據之索償**

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) 由旅行社、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) **有關取消、縮短或旅程延誤之證明**

i) 就相關旅遊安排而言，由旅行社、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 / 或(ii)收據、門票及 / 或合約正本；

ii) 警方報告；

iii) 醫療報告；

iv) 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

v) 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。

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。