



Blue Cross 藍十字

Member of BEA Group 東亞銀行集團成員

Blue Cross (Asia-Pacific) Insurance Limited
藍十字(亞太)保險有限公司

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Travel Smart Insurance

「智在遊」保險計劃

The Policy

保單

Please read this policy carefully.
Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此保單。如有任何查詢，請致電客戶服務熱線。

Travel Smart Insurance

「智在遊」保險計劃

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INSURING CLAUSE

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

1. This policy document, the certificate of insurance, the schedule of benefits and any endorsement to this Policy shall be read together as one contract.
2. The application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein.
3. This Policy comes into force on the condition that the Policyholder has paid the premium specified in the certificate of insurance in full and the application has been approved by the Company.
4. The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy.
5. The due observance of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

TERRITORIAL SCOPE OF INSURANCE COVER

All benefits described in this Policy are subject to the respective territorial scope:

1. If the Policyholder has selected "Cruise", "Premier", or "Select" plan, the Company will cover any Journey the Insured Person makes to any countries other than the Place of Origin.
2. If the Policyholder has selected "China" plan, the Company will cover any Journey the Insured Person makes to China but excluding the Place of Origin and Hong Kong.

DEFINITIONS

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

1. **"Accident"** 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. **"Age" or "Aged"** shall mean the age last birthday of the Insured Person on the commencement date of the Period of Insurance. Age less than 1 shall be considered as 1 under this Policy.
4. **"China"** shall mean The People's Republic of China.

5. **"Chinese Medicine Practitioner"** shall mean a Chinese medical 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.
6. **"Close Business Partner"** shall mean a business associate that has a share in the Insured Person's business.
7. **"Compulsory Quarantine"** shall mean a compulsory quarantine in a Hospital or at a specific place appointed by the government.
8. **"Contents"** shall mean all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family members.
9. **"Eligible Expense"** 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 reasonable and customary charges for the same. The Eligible Expenses shall not in any event exceed the actual charges incurred.
10. **"Fracture Leg or Patella with Established Non-union"** shall mean complete breakage into 2 or more pieces of the patella or leg bone which cannot mend properly and function normally. This condition will last for the remainder of the Insured Person's life.
11. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region.
12. **"Hospital"** shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured person as paying bed-patients, and which has 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.
13. **"Hospital Confinement" or "Confined"** shall mean being confined in a hospital as an in-patient for medical treatment for a minimum continuous period of 24 hours upon the recommendation of a Physician for stay in the hospital prior to his discharge.
14. **"Immediate Family Member"** shall mean a person's Spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.
15. **"Infectious Disease"** shall mean any kind of infectious disease for which a pandemic alert is issued by the World Health Organisation and Compulsory Quarantine is enforced.
16. **"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 within 12 calendar months of the date of the Accident or (b)

necessitates medical and/or surgical treatment.

17. **"Insured Person"** wherever used in this Policy shall mean any person named as Insured Person in the certificate of insurance or by way of subsequent endorsement to this Policy.
18. **"Journey"** shall mean, with respect to the journey the Company insures for, the journey that commences when the Insured Person completes the immigration departure clearance procedure at the Place of Origin on or after the departure date specified in the certificate of insurance for the purpose of commencing such journey and ends (a) on the last day of the Period of Insurance specified in the certificate of insurance or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to the Place of Origin after such journey, whichever is earlier.
19. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears where,

If a db – Hearing loss at 500 Hertz
If b db – Hearing loss at 1,000 Hertz
If c db – Hearing loss at 2,000 Hertz
If d db – Hearing loss at 4,000 Hertz
1/6 of (a+b+c+d) is above 80db.
20. **"Loss of Limb"** shall mean permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
21. **"Loss of Sight"** shall mean the entire, permanent and irrecoverable loss of sight.
22. **"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.
23. **"Loss of Thumb, Finger or Toe"** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
24. **"Loss of Use"** shall mean total functional disablement.
25. **"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.
26. **"Period of Insurance"** shall mean the period of time specified in the certificate of insurance during which this Policy is effective.
27. **"Permanent Total Disablement"** shall mean total disablement caused by an Accident that prevents the Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks certified at the end of that time by a Physician acceptable to the Company to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
28. **"Physician"** or **"Surgeon"** shall mean only 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, the body of equivalent standing, and (ii) legally authorised in the geographical area of his practice to

render medical and surgical service as a practitioner of western medicine, but in no circumstance 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.

29. **"Place of Origin"** shall mean the place where the Journey of the Insured Person commences. Place of Origin will be considered to be Hong Kong unless otherwise specifically mentioned on the application form by the applicant.
30. **"Policy"** shall mean and refer to the entire policy contract among the Policyholder, the Insured Person and the Company including this policy document, application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person or his authorised representatives, the schedule of benefits, certificate of insurance issued hereunder and any endorsements thereto.
31. **"Policyholder"** shall mean the person named as certificate holder in the certificate of insurance or as Policyholder by way of subsequent endorsement to this Policy.
32. **"Prescribed Medicine"** or **"Drugs"** shall respectively mean any medicine or drug for which a Physician's prescription has been issued and has been dispensed in a Physician's surgery or by a licensed pharmacist in respect of treatment covered under this Policy.
33. **"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.
34. **"Serious Bodily Injury"** or **"Serious Sickness"** shall mean Injury or Sickness which requires treatment by a Physician and certified by that Physician as being dangerous to life. Where the Insured Person and Travel Companion are concerned, the Physician shall also certify that they are unfit to travel or continue with the Insured Person's Journey.
35. **"Sickness"** shall mean a condition marked by a deviation from the normal healthy state of human being.
36. **"Spouse"**, in relation to a married person, shall mean the husband or wife of that person by a valid marriage.
37. **"Travel Companion"** shall mean the person travelling with the Insured Person for the whole Journey.

POLICY BENEFITS

Note: All benefits payable to the Insured Person (or his legal representative) pursuant to Sections 1-19 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 the Policy herein.

SECTION 1 Medical Expenses Benefit

1.1 Medical Expense during the Journey

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

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

1.2 Follow-up Medical Expenses in Hong Kong

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

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.

1.3 Trauma Counselling

In the event that the Insured Person is diagnosed as suffering from a post-traumatic stress disorder by a Physician as a direct result of his 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 Journey 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 Journey; and/or (ii) in Hong Kong within 90 days of the Insured Person's return to Hong Kong upon the completion of the Journey.

Notwithstanding anything to the contrary, the maximum amount of benefit payable to the Insured Person at Age over 70 under this section shall not exceed 30% of the benefit limit applicable to the "Medical Expenses Benefit" stated in the schedule of benefits of the Policy.

Exclusions Applicable to Section 1

The Company shall not be liable for:

1. any expenses related to additional cost of a single or private room at Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipments;
2. 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 treatment or services undertaken without the related recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected covered Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance;
5. any medical expenses incurred after 180 days of the date of the Injury or Sickness was sustained or contracted;
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 2 Overseas Hospital or Quarantine Cash Allowance Benefit

2.1 Overseas Hospital Cash Allowance

The Company will pay a cash allowance for each complete day (i.e. a continuous period of 24 hours) of the Insured Person's Hospital Confinement during the Journey.

2.2 Compulsory Quarantine Cash Allowance

The Company will pay a cash allowance for each complete day (i.e. a continuous period of 24 hours) of Compulsory Quarantine imposed on the Insured Person during the Journey or within 7 days of his return to Hong Kong for reason of being suspected or confirmed to have infected with Infectious Disease.

Exclusions Applicable to Section 2

The Company shall not be liable:

1. for any dwelling quarantine;
2. if the planned destination has been declared as an infected area by the local government and/or the World Health Organisation on or before the commencement date of the Period of Insurance;
3. if the confinement or quarantine period is less than a continuous period of 24 hours;
4. if the Hospital Confinement is due to a medical condition which is not covered by the plan.

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 his Place of Origin 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 Expense benefits payable under 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 direct with the Hospital prior to his discharge, including hospital admission deposit guaranteed by the Company.

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

- a) Additional Costs of Travel and Accommodation – The Company will reimburse additional costs of economy class travel returning to the Place of Origin 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.
- b) Caring Visit – In case of the Insured Person's death or Hospital Confinement for over 3 consecutive days, the Company will reimburse additional accommodation and travelling expenses reasonably incurred by the following person:
 - (i) two Immediate Family Members to join the Insured Person; or
 - (ii) one Immediate Family Member and one Travel Companion to join the Insured Person or to stay behind to take care of the Insured Person.

3.5 Return of Unattended Dependent Children

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

3.6 Repatriation of Mortal Remains

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

3.7 Compassionate Death Benefit

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.

3.8 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 "24-hour Worldwide Emergency Aid".

Exclusions Applicable to Section 3

The Company shall not be liable for:

1. any expenses incurred after 180 days of the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted;
2. any benefits under sub-clauses 3.1, 3.2, 3.3 and 3.6 of this section if the Company's prior approval has not been obtained by the Insured Person or his representatives before any assistance is provided or payment of deposits is guaranteed.

Procedure:

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

Tel: (852) 3608 6083 Fax: (852) 3608 6082

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

Limitations to Liabilities

1. All service providers rendering services to the Insured Person under this term and conditions (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 terms and conditions 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

The Company will pay this benefit according to the table of benefits as shown in this section (the “**Table of Benefits**”) in the event that an Accident on the Journey results in the Insured Person’s death or any Permanent Disablement as listed in the Table of Benefits within 12 months from the date of the Accident. **Provided that**

1. the maximum limit for the benefits under this section for the Insured Person under the Age of 18 or over the Age of 70 shall be limited to 30% of the benefit limit applicable to the “Personal Accident Benefit” stated in the schedule of benefits of the Policy;
2. the total benefits payable under this section shall not exceed 100% of the maximum limit for the Personal Accident Benefit regardless of the number of Insured Event occurs to the Insured Person during the Journey.

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	75%
	b) one ear	15%

Insured Events		Benefit Limit for Each Insured Event*
2.9	Permanent total Loss of Speech	50%
2.10	Permanent total loss of the lens of one eye	30%
2.11	Removal of the lower jaw by surgical operation	30%
2.12	Loss of or permanent total Loss of Use of Thumb and four Fingers of	
	a) right hand	70%
	b) left hand	50%
2.13	Loss of or permanent total Loss of Use of four Fingers of	
	a) right hand	40%
	b) left hand	30%
2.14	Loss of or permanent total Loss of Use of one Thumb	
	a) both right joints	30%
	b) one right joint	15%
	c) both left joints	20%
	d) one left joint	10%
2.15	Loss of or permanent total Loss of Use of Fingers	
	a) three right joints	10%
	b) two right joints	7.5%
	c) one right joint	5%
	d) three left joints	7.5%
	e) two left joints	5%
	f) one left joint	2%
(In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 2.12 to 2.15 shall be reversed.)		
2.16	Loss of or permanent total Loss of Use of Toes	
	a) all – one foot	15%
	b) great – both joints	5%
	c) great – one joint	3%
	d) other – toe	2%
2.17	Fractured Leg or Patella with Established Non-Union	10%
2.18	Shortening of leg by at least 5 cm	7.5%

* It is calculated as a percentage of the applicable limits of the Personal Accident Benefit set out in the schedule of benefit of this Policy.

Extension of “Personal Accident” Benefit

Benefits under this section are extended to cover an Accident causing an Insured Event to the Insured Person when travelling on a direct route:

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

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

Exclusions Applicable to Section 4

The Company shall not be liable for loss caused by an Injury

which is a consequence of any kind of disease or Sickness.

SECTION 5 Major Burns Benefit

The Company will pay this benefit if the Insured Person suffers any third-degree burn (i.e. The destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal to or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area) 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.

SECTION 6 Trip Cancellation Benefit

The Company will reimburse the deposits or any part of the payment made in advance for travel ticket, accommodation, tour package or admission tickets to any major sporting event, musical, concert, museum or theme park (the "**Travel Arrangement**") which are forfeited and irrecoverable from the relevant tour operator, airline or any sources upon cancellation prior to the Journey as a direct result of the following events:

1. death, Serious Bodily Injury or Serious Sickness of the Insured Person, or his Immediate Family Members, Close Business Partner or Travel Companion;
2. compliance with a witness summons, jury service or compulsory quarantine of the Insured Person;
3. natural disaster, unanticipated outbreak of epidemic disease or industrial action involving Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 2(c)) at the planned destination of the Journey within 1 week before the scheduled departure date of the Journey which prevents the Insured Person from commencing the Journey;
4. severe damage to the Insured Person's principal home in Hong Kong arising from a fire or flood within 10 days prior to the scheduled departure date.

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

1. With respect to any event stated in sub-paragraph 1 in this section, the benefit will only be payable if it happens (i) 24 hours after the issue date of the Policy and (ii) within 30 days prior to the commencement date of the Period of Insurance.
2. With respect to any event stated in sub-paragraph 2 in this section, the benefit will only be payable if an order or notice of compliance is issued to the Insured Person (i) 24 hours after the issue date of the Policy and (ii) within 30 days prior to the commencement date of the Period of Insurance.
3. The Insured Person shall provide and surrender the original unused tickets to the Company.
4. 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 6

The Company shall not be liable for:

1. any loss if the Journey commences outside of Hong Kong;
2. any loss arising from death, Serious Bodily Injury or Serious Sickness of the Travel Companion if he is travelling in the capacity of a travel agent or tour escort or tour leader or tour organiser for remuneration;
3. any loss arising out of Act of Terrorist.

"Travel Companion" in this Section 6 shall mean a Travel Companion (having the meaning ascribed to it in the Definition section of this Policy) whose absence from the Journey will, within the reasonable contemplation of the Company, result in the abortion of the Journey.

SECTION 7 Curtailment of Trip Benefit

If the travel is interrupted after the commencement of the Journey, 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 Arrangement which are forfeited and irrecoverable from the relevant tour operator, airline or any source and (ii) reasonable additional travel expense which is necessary for the Insured Person to return to the Place of Origin by Public Conveyance (i.e. The expense 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 Members, Close Business Partner or Travel Companion*;
2. hijack of an aircraft or conveyance or any mechanical propelled vehicles and vessels arranged by travel agency in which the Insured Person is travelling as a fare-paying passenger;
3. any adverse weather conditions, natural disasters, unanticipated outbreak of epidemic disease or industrial action involving Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 2(c)) at the planned destination of the Journey which prevents the Insured Person from continuing with the Journey.

provided that the Insured Person shall surrender any unused portion of his travel ticket to the Company if his original ticket is not valid for travel.

Exclusions Applicable to Section 7

The Company shall not be liable for:

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

* Save for exclusion (2) of this section, "Travel Companion" in this Section 7 shall mean a Travel Companion (having the meaning ascribed to it in the Definition section of this Policy) whose absence from the Journey will, within the reasonable contemplation of the Company, result in the abortion of the Journey.

SECTION 8 Travel Delay Benefit

8.1 Delay Coverage

The Company will pay the benefits under Section 8.1.1 (Cash Allowance), 8.1.2 (Additional Travel Expenses) or 8.1.3 (Cancellation - Departure from Hong Kong) stated below in the event that the arranged Public Conveyance, in relation to the scheduled time of departure and/or arrival, is delayed by a period of time specified below due to adverse weather conditions, natural disasters, 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 a Public Conveyance (the "Covered Delay").

In respect to Covered Delay of departure, the delay will be calculated 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.

8.1.1 Cash Allowance

The Company will pay a cash allowance for each and every period of 6 consecutive hours of a Covered Delay of the scheduled departure or arrival, **provided that** no other benefits under this Section 8.1 (Delay Coverage) will be payable.

8.1.2 Additional Travel Expenses

- a) Public Conveyance Expenses for Delayed Departure

The Company will reimburse additional Public Conveyance expenses reasonably and inevitably incurred for alternative means of transport at the same fare class originally selected by the Insured Person as a direct consequence of a Covered Delay by at least 6 consecutive hours from the scheduled time of departure

- b) Overseas Accommodation Cost

The Company will reimburse additional accommodation expenses reasonably and inevitably incurred overseas as a direct result of:

- i) a Covered Delay by at least 6 consecutive hours; or
- ii) the Insured Person's failure to catch a prepaid connecting Public Conveyance according to his itinerary as a direct consequence of such Covered Delay.

8.1.3 Cancellation - Departure from Hong Kong

In the event that the departure of the scheduled Public Conveyance from Hong Kong is delayed by at least 10 consecutive hours directly resulting in the Insured Person's failure to proceed with the Journey or cancellation of the Journey, the

Company will reimburse the deposits or any part of the payment for travel ticket, accommodation or tour package which is forfeited and irrecoverable from the relevant tour operator, airline or any source, **provided that:**

- i) such delay is a Covered Delay;
- ii) the Insured Person shall provide and surrender the original unused ticket to the Company; and
- iii) once a claim is made under this Section 8.1.3, no other benefits shall be payable and all coverage under this Policy shall cease.

8.2 Special Allowance - Airline Wind-up

The Company will reimburse the additional expenses reasonably incurred for alternative travel ticket under this section if the Insured Person has prepaid an air ticket of the airline which publicly announces bankruptcy or winding-up prior to the Journey.

Exclusions Applicable to Section 8

The Company shall not be liable if:

1. the travel delay arises from an act of omission on the part of the Insured Person, including the failure to 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 prior to the commencement 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;
4. the cause or condition leading to or resulting in the delay exists or is known to exist, or announcement contemplating such cause or condition including the information of any typhoon signals has been made by the carrier, tour operator, observatory or the authorities before the issue date of the certificate of insurance in respect of the Insured Person.

SECTION 9 Baggage Delay Benefit

The Company will pay a cash allowance if the Insured Person's baggage has been misdirected or delayed by his Public Conveyance provider 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:

1. if the delay is as a result of detention or confiscation by customs or other law enforcing officials;
2. under this section if baggage is lost which results in a claim under Section 10 (Baggage Benefit);
3. any loss which occurred after the Insured Person returns to the Place of Origin or reaches his final destination.

SECTION 10 Baggage Benefit

The Company will pay the baggage benefit for loss, physical breakage or damage that occurs to the Insured Person's baggage and certain items therein including the personal properties he brings along and the purchases during the

Journey but excluding Money (the “**Baggage and Item**”) directly resulting from theft, robbery, burglary, accident or mishandling by carriers. The Company will at its option pay the benefit under this section for such loss or damage, or the reasonable costs for repair or replacement of such lost, damaged baggage or personal property, **provided that:**

1. the Insured Person shall take reasonable precautions to safeguard the Baggage and Item insured, including but not limited to making sure that the Baggage and Item will not be left unsupervised in a public place;
2. all 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 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 any pager, portable telecommunication equipment, computer equipment, software and accessories;
4. loss of or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff;
5. loss or damage caused by wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic breakdown or derangement, faulty design or workmanship, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied at the sole discretion of the Company;
6. loss of or damage to business merchandises or samples;
7. loss of or damage to any Baggage and Item that is left behind or unsupervised in a Public Conveyance or public place;
8. loss of or damage to Insured Person's baggage sent in advance or articles mailed or shipped separately;
9. loss of jewellery and watches unless such loss occurs while such jewellery and watches are being worn or is being stored in a hotel safety deposit box;
10. any unexplained loss or mysterious disappearance;
11. 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 also be obtained;
12. any loss not reported to the local police within 24 hours of the discovery of the loss;
13. 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 Journey.

The Company will reimburse such Insured Person for (a) the replacement cost of travel document and/or travel pass charged by the issuing body during the Journey; and/or (b) additional travel and accommodation expenses reasonable incurred by such Insured Person for the sole purpose of obtaining a replacement travel document and/or travel pass in the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such document. In respect to the replacement cost of travel document under sub-section (a) in this clause, the benefit is also extended to cover the replacement fees charged by the issuing body which is incurred within 30 days of returning to the Place of Origin or the expiry of this Policy, whichever is earlier. For each lost or stolen travel document and/or travel pass, the Company will only pay the benefit under this section once. For the avoidance of doubt, in case where the Insured Person obtains both the temporary and regular travel document, only one of those replacements will be reimbursed by the Company.

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 loss contributed to by the Insured Person leaving the travel document or travel pass unsupervised in a public place;
3. any benefit under this section if the lost or stolen travel document or travel pass is not necessary for completing the Journey;
4. any loss of the travel document or travel pass arising from the confiscation by a government authority, customs official or police.

SECTION 12 Personal Money Benefit

The Company will pay this benefit for loss of the Insured Person's personal money in the form of banknotes, cash or travellers cheques directly arising only from theft, robbery or burglary during the Journey.

Exclusions Applicable to Section 12

The Company shall not be liable for:

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 loss of travellers cheques not immediately reported to the local branch or agent of the issuing body;
3. any loss or shortages of personal money arising due to an error or omission by any third party, any fluctuation in any rate of currency exchange, devaluation, or confiscation by any governmental authorities of any

kind;

4. if the Insured Person contributed to his own loss by leaving the personal money unsupervised in a public place;
5. any loss occurring to Insured Person below the Age of 10;
6. any loss of personal money not belonging to but being carried by the Insured Person.

Extensions of Cover in Sections 11 and 12 — Emergency Cash Assistance

If the Insured Person requires emergency cash assistance in China as a result of a covered loss under Sections 11 (*Loss of Travel Documents Benefit*) or 12 (*Personal Money Benefit*), the Company will provide an emergency cash in advance to the Insured Person through the designated branches of **The Bank of East Asia (China) Limited** during its business hours in China, subject to the additional terms set out below:

1. prior approval has to be given by the Company before any emergency cash under this section or other assistance under this section is provided;
2. the Insured Person shall provide the relevant information as required by the Company in processing the application, including the Insurance Certificate Number as shown in the certificate of insurance, his name and Hong Kong Identity Card or passport number;
3. the emergency cash should be drawn from **The Bank of East Asia (China) Limited** within 3 business days after the approval for emergency cash is given;
4. the maximum emergency cash the Company will advance to the Insured Person under this extension shall not exceed the lower of (i) the benefit payable to the Insured Person under Sections 11 (*Loss of Travel Documents Benefit*) or 12 (*Personal Money Benefit*) or (ii) the applicable limit of this benefit. For the avoidance of doubt, this is an extension of benefits under Sections 11 (*Loss of Travel Documents Benefit*) or 12 (*Personal Money Benefit*). The Insured Person can only claim this "Emergency Cash Assistance" benefit once during the Period of Insurance;
5. any payment made hereunder shall be deducted from the benefit payable under the relevant Sections 11 (*Loss of Travel Documents Benefit*) or 12 (*Personal Money Benefit*) under which the claim for this extension benefit is made.

SECTION 13 Loss of Home Contents Benefit

The cost of replacement or repair of the Insured Person's household Contents and personal effects (excluding Money) is payable if the Insured Person suffers loss of or damage to the same as a result of burglary committed in the Insured Person's principal home in Hong Kong (the "**Home**") which is unoccupied during the Journey. The burglary needs to be evidenced by visible marks of force or violence on the exterior of or inside the premise.

Exclusions Applicable to Section 13

The Company shall not be liable for:

1. any loss or damage due to use of any key or duplicate thereof to gain access to the Home irrespective whether the key belongs to the Insured Person;

2. any loss or damage caused or facilitated by the reckless or wilful act of the Insured Person or the Insured Person's family members.

SECTION 14 Personal Liability Benefit

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 or damage to third party's property, as a direct result of the Insured Person's negligence towards the third party during the Journey.

Exclusions Applicable to Section 14

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

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 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;
 - f) bailment, contractual licences or conveyances of real estate or personal property.

SECTION 15 Credit Card Protection Benefit

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

Exclusions Applicable to Section 15

The Company shall not be liable for any interest accrued or financial charges on the outstanding balance.

SECTION 16 Golfer "Hole-in-One" Benefit

If the Insured Person hits a 'hole-in-one' in a competition or friendly game at any recognised golf courses during the Journey, the Company will pay the one-off bar expenses incurred at the same golf course.

Exclusions Applicable to Section 16

The Company shall not be liable if:

1. the Insured Person is below the Age of 18;
2. the Insured Person is a professional golfer.

SECTION 17 Rental Vehicle Excess Protection Benefit

The Company will reimburse the Insured Person the vehicle insurance excess or deductible for a car accident, parking damage or theft during the Journey under a rental agreement of a private car or motor home, **provided that** the Insured Person:

1. has hired a vehicle from a registered vehicle rental company and taken out the motor vehicle insurance policy on his hired vehicle covering the rental period;
2. is nominated as a driver on the rental agreement;
3. is driving the hired vehicle at the relevant time of the car accident;
4. is a licensed driver in the country where he operates the hired vehicle;
5. has fulfilled all the terms and conditions of the rental agreement and the applicable motor vehicle insurance.

Exclusions Applicable to Section 17

The Company shall not be liable for:

1. any condition under the influence of alcohol or drugs of the Insured Person who is controlling of a rental vehicle during the rental period;
2. any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
3. any liability other than loss of or damage to the rental vehicle.

For the avoidance of doubt, a hired vehicle or private car in this section shall mean any motor vehicle but excluding all kinds of commercial vehicles, motor cycles, and any vehicle with more than 9 seats.

CRUISE BENEFITS — Sections 18 - 19

SECTION 18 Cruise Cancellation and Interruption Benefits

The Company will pay the benefits under (i) section 18.1 (*Cruise Cancellation*) or (ii) section 18.2 (*Cruise Interruption*) of this Policy for loss in the event that the scheduled Public Conveyance in which the Insured Person has arranged for travelling to the port of departure is delayed by at least 8 consecutive hours counting from the scheduled time of arrival specified in the itinerary due to adverse weather conditions, natural disasters, unanticipated outbreak of industrial action involving Public Conveyance, riot or civil commotion (notwithstanding General Exclusion (2)), Act of Terrorist, hijack or mechanical breakdown of Public Conveyance during the Journey. Such delay must be the direct cause of the Insured Person's failure to board the cruise at the designated boarding port.

18.1 Cruise Cancellation

The Company will pay the deposits or any part of the payment made in advance for the cruise tour which is forfeited and irrecoverable from the tour operator, cruise ship company or any source resulting from the cancellation of the cruise tour by the Insured Person during the Journey.

18.2 Cruise Interruption

The Company will pay the benefit under this section for additional travel expenses which are reasonably and inevitably incurred from the port of departure to the next scheduled port of call specified in the original itinerary to catch up with the cruise tour.

SECTION 19 Post-Departure Cruise Benefits

19.1 Shore Excursion Cancellation

The Company will pay the deposits or any part of the payment made in advance for shore excursion tour organised by the cruise management which are forfeited and irrecoverable from the tour operator, cruise ship company or any source upon cancellation of the shore excursion as a direct result of:

1. Serious Bodily Injury or Serious Sickness suffered by the Insured Person or Travel Companion or;
2. adverse weather conditions, natural disaster, unanticipated outbreak of epidemic disease or industrial action, riot or civil commotion (notwithstanding General Exclusion 2(c)) or Act of Terrorist at the scheduled destination of the shore excursion tour which prevents the Insured Person from continuing with the Journey.

19.2 Satellite Phone Expenses

The Company will indemnify the Insured Person for satellite phone call expenses reasonably incurred while on board a cruise during the Journey in the event that the Insured Person or his Travel Companion suffers a Serious Bodily Injury or Serious Sickness which prevents the Insured Person from continuing the Journey, **provided that** the Insured Person must return directly to the Place of Origin following such interruption.

Exclusions Applicable to the Cruise Benefits — Section 18 and 19

The Company shall not be liable for:

1. any loss arising from any circumstances leading to the relevant delay or interruption of the Journey which is existing or announced before the issue date of this Policy;
2. any loss directly or indirectly arising from any government's regulations, control or act, or from the bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the scheduled itinerary of the voyage;
3. any loss arising from any circumstances where the Insured Person fails to timely notify the travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the original itinerary of the Journey of the cancellation of any travel arrangement or to notify the relevant providers of the need to make any alternative arrangement immediately when it is found necessary to do so;
4. any loss arising from late arrival of the Insured Person at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to unanticipated outbreak of industrial action involving the Public Conveyance);
5. 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

cruise ship company;

6. any loss in relation to alterations to original itinerary which is not accepted before commencement of the relevant shore excursion tour by the airline, travel agency, cruise ship company, or other relevant organisations;
7. any expenses incurred for services provided by a third party for which the Insured Person is not liable to pay and/or any expenses already included in the cost of a scheduled voyage;
8. in respect to the same loss, a claim under Section 8.1 (*Delay Coverage*) of the Policy is payable.

Should a loss arise for which a claim under this Section is payable, no further claims shall be payable under Section 6 "Trip Cancellation" Benefit and Section 7 "Curtailed of Trip" Benefit of the Basic Policy in respect of the same loss.

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 (This does not apply to the "Personal Accident" Benefit and "Overseas Hospital or Quarantine Cash Allowance" 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 or Travel Companion;
 - 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) any biological, chemical and/or nuclear Terrorist Act;
- h) 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; racing of any kind (other than on foot), and competition;
- i) accidents whilst engaging in any kind of manual labour work either in business or leisure or hazardous work engaging in offshore activities including commercial diving, oil rigging, mining, handling of explosives, site working, stunt works and aerial photography;
- j) 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;
- k) any loss due to medical or physical conditions or other circumstances affecting the Insured Person, Immediate Family Member, Travel Companion or Close Business Partner of the Insured Person which (i) has existed before the issue date of the certificate of insurance and (ii) has presented signs or symptoms of which the Insured Person is aware or should reasonably have been aware;
- l) any activity or involvement of the Insured Person in the air unless such 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 (l), subsection (ii) shall not include any activities involving power driven flying machines including but not limited to helicopter, tilt rotor and self-launching motor glider;
- m) any loss which is indirect and consequential in nature except herein provided.

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) Should any conflict arise in respect of the interpretation of any condition in this Policy and any other material otherwise produced by the Company, the conditions of this Policy shall prevail;
- e) Unless otherwise defined, capitalised terms used in this Policy have the meanings set out in the Policy.

2. **Non-Cancellation** – The certificate of insurance issued under this Policy is non-cancellable. No refund of premium will be made once the certificate of insurance is issued.
3. **Automatic Extension for Unavoidable Delay** – The Policy cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed during the Journey in the course of his scheduled itinerary as stipulated prior to departure incapacitating him from returning to the Place of Origin within the Period of Insurance due to an unexpected reason or condition, solely and independently of any other cause, entirely beyond the Insured Person's control. The extension will be terminated at the expiry of the maximum automatic extension period or on the date when such unavoidable cause of delay to the Insured Person ceases to exist, whichever is earlier.
4. **No Direct Billing** – There is no direct billing provided under this Policy except as arranged through "24-hour Worldwide Emergency Aid" and approved by the Company.
5. **Age Limit of the Insured Person** – Anyone who is between the Age of 6 weeks and 85 inclusive is eligible to enrol in this Policy. Child under the Age of 18 to be insured must obtain consent from his parents or legal guardian. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance of the Policy.
6. **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.
7. **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.)
8. **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.
9. **Validity of Policy** – This Policy is only valid for leisure travel or business travel (limited to administrative and non-manual works only).
10. **Itinerary** – For "Cruise", "Premier" and "Select" plan, if the Place of Origin is not Hong Kong, (i) the Journey must include Hong Kong as one of the stopovers or (ii) such travel arrangements must be made and paid in Hong Kong; for "China" plan, the Journey must depart from Hong Kong or Macau Special Administrative Region of China and such travel arrangements must be made and paid in Hong Kong.
11. **Abandoned Claims** – If the Company disclaims liability for any claims under this Policy; and such claim has not been referred to Arbitration as described below within 12 months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and irrecoverable.
12. **Subrogation** - The Company has the right to proceed at its own expense in the name of the Insured Person against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to the Company.
13. **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 why 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 unprofessional conduct 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.
14. **Arbitration** – Notwithstanding to the contrary, all differences arising out of this Policy shall be first 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. It is expressly stipulated that an arbitral award shall be a condition precedent to any other right of action or suit upon this Policy.
15. **Jurisdiction** - The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.
16. **Governing Law** - This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.
17. **Severability** – If any provisions of this Policy is held to be unenforceable, invalid or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable, if any, and the enforceability and validity of the remaining provisions of this Agreement shall remain in full force and effect.
18. **Language** - Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.
19. **Sanction Clause** - It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

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 of the expiry of this Policy (except any possible claim under Section 14 (*Personal Liability Benefit*) which requires immediate written notice).

3. All claims will be made together with satisfactory proof to the Company and all proof shall be rendered at the expense of the Insured Person or his representative. The Company shall need documentary proof including but not limited to original medical, dental, or Police report, declaration, receipt, valuation, travel ticket, other evidence of ownership and loss and proof of claims from other sources and insurance. In particular, the Company will need 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**")
- 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
- iii) Police report confirming details of the accident

c) Proof of any Compulsory Quarantine

- i) Written confirmation from the government or relevant authority including details of the Compulsory Quarantine (including relevant dates and reasons)

d) Proof of any Loss, Theft or Damage of Baggage or Properties or Loss of Personal Money

- 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)
- v) Repair quotation showing the cause of damage or repairer's confirmation of irreparable damage (if damaged)

e) Claims in relation to loss of Travel Documents and Travel Pass

- i) Police Report
- ii) Invoices

f) Proof of Baggage Delay

- i) Written advice from the transport provider

confirming the relevant circumstance (including cause, details of the delay and alternative arrangement)

g) 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

h) Proof of Cancellation, Curtailment or Rescheduling of Journey and Travel Delay

- i) In respect to the relevant travel arrangement, (i) the written advice certifying the refund amount of deposit or prepaid fare; and/or (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)
- v) Report from the cruise ship company confirming the date and time the Insured Person has boarded the cruise ship
- vi) Documentary proof evidencing the request of any witness summons, jury service or compulsory quarantine issued by the government or the relevant authorities

i) Proof of Outstanding Credit Card Charges

- i) Credit card statement
- ii) Invoices and original receipts of purchase

j) Proof of Hole-in-One and Bar Expense

- i) Original "Hole-in-One" certificate authenticated by a recognised golf course
- ii) Original receipts of the bar expenses incurred issued by a recognised golf course.

k) Proof of Satellite Phone Expense

- i) Invoice and confirmation from the telecom service provider including the relevant date and phone user

l) Proof of Rental Vehicle Excess

- i) Rental agreement with detailed terms and conditions between the Insured Person and the rental vehicle company
- ii) Original receipts issued by the rental vehicle company evidencing the rental charges
- iii) Police Report
- iv) Documents of the claim which the Insured Person has lodged with the insurer of the rental vehicle
- v) Written report from the rental vehicle company confirming that the Insured Person is liable to pay the excess

m) 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

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. The Company shall be entitled to decline to take over the conduct of the Defence or settlement or handling of any claim if there have been a breach of the Policy terms and conditions.
5. Incomplete claim forms will be returned to the claimant and any insufficiency of supporting information or documentation will result in delays in processing the claim.
6. No legal action shall be brought to recover on this Policy within the first 60 days after all proof of claims as required by the Policy has been received by the Company.
7. In the event the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to any such claim shall be fully refunded by the Insured Person to the Company upon its demand.
8. 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 from the Company requesting such further information, and the claim will thereafter be deemed to be abandoned.

Personal Information Collection Statement

A copy of the Company's Personal Information Collection Statement is attached hereto.

Blue Cross (Asia-Pacific) Insurance Limited
November 2013

~ END OF THIS POLICY ~

保險條款

保單持有人、受保人與藍十字（亞太）保險有限公司（「本公司」）均同意：

1. 本保單文件、保險證明書、保障項目表及本保單的任何批註須一併閱讀，並視為同一份合約。
2. 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據，並視為已納入作本保單的一部分。
3. 本保單將在保單持有人已全數繳交載列於保險證明書之保費及本公司已核准其投保申請的情況下生效。
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。
5. 受保人及有關索償人須妥為遵守及履行本保單的條款、條件及批註；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。

保險保障涵蓋的地區範圍

本保單內所述的保障須符合以下地區範圍規範：

1. 若保單持有人選擇「郵輪」、「尊尚」或「智選」計劃，本公司將保障受保人前往起保地點以外的任何國家之旅程。
2. 若保單持有人選擇「中國」計劃，本公司將保障受保人前往中國境內之旅程，惟不包括起保地點及香港。

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」指任何包括但不限於因政治、宗教、意識形態等目的而意欲著恐怖活動或暴力推翻或影響合法或實際存在政府的機構的代表人士或人等及引起公眾驚恐的行為。
3. 「年齡」指受保人於受保期起始日時的上一次生日時的年歲，如年齡少於 1 歲，該受保人於本保單下之年齡將被視為 1 歲。
4. 「中國」指中華人民共和國。
5. 「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正式註冊的中醫師，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。
6. 「緊密業務夥伴」指於受保人的業務佔有股份的業務夥伴。
7. 「強制隔離」指被政府強制隔離於醫院或其他指定的隔離地點。
8. 「家居物品」指受保人的所有傢俱、陳設品、家居電器、家居及個人用品包括受保人或其家庭成員租用的家庭器具。
9. 「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。
10. 「折斷腿部或膝蓋而無法縫合」指膝蓋及腳骨完全分為兩截

或以上，並無法縫合及正常活動。該情況在受保人餘生將一直持續。

11. 「香港」指香港特別行政區。
12. 「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，並須設有下列各項：
 - 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，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」。
13. 「住院」指住院病人按醫生建議需留院最少連續 24 小時以接受治療。
14. 「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、配偶的父母或法定監護人。
15. 「傳染病」指世界衛生組織發出大流行警戒，並需要實施強制隔離的任何種類傳染病。
16. 「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。
17. 「受保人」指於保險證明書或本保單的批註內列為受保人的人士。
18. 「旅程」指就本公司保障之旅程而言，由受保人於保險證明書上列明的出發日期或之後，在起保地點辦妥離境手續起開始，直至(a)保險證明書上列明的「受保期」之最後一天或(b)受保人於旅程後返回並到達起保地點及辦妥入境手續為止，以較早者為準。
19. 「喪失聽覺能力」指雙耳完全對所有聲音永久失聰並無法復原，即：
如果 a 分貝 – 損失聽力至 500 赫
如果 b 分貝 – 損失聽力至 1,000 赫
如果 c 分貝 – 損失聽力至 2,000 赫
如果 d 分貝 – 損失聽力至 4,000 赫
(a+b+c+d)之 1 / 6 高於 80 分貝。
20. 「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。
21. 「失明」指完全和不可復原地永久喪失視力。
22. 「喪失說話能力」指無法發出說話所需的 4 種語言音中的 3 種，例如唇音、齒齶音、顎音及軟顎音，或聲帶完全喪失功能，或大腦控制說話的中樞受損，導致語言失能症。
23. 「喪失姆指、手指或腳趾」指掌指關節或跖趾以上位置的關節完全切斷。
24. 「喪失功能」指完全喪失有關功能。
25. 「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。
26. 「受保期」指保險證明書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不能從事其正常工作持續至少 52 個星期，並在此 52 個星期結束時經本公司許可的醫生檢定證明該情況將令受保人永久完全失去任何

從事有報酬工作的能力，並且無康復希望。

28. 「**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)於香港醫務委員會合法註冊或在香港以外地區擁有同等資格，及(ii)在其執業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。
29. 「**起保地點**」指受保人旅程開始的地方。除非申請人在申請表格上特別註明，否則「起保地點」將指香港。
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，包括本保單文件、保障項目表、保險證明書、任何批註及由保單持有人或受保人或其核准的代表所提交的申請表格、投保書、聲明及 / 或保險受益人委任表。
31. 「**保單持有人**」指於保險證明書上列為證書持有人或本保單其後的批註內列為保單持有人的人士。
32. 「**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，並於外科手術中使用或註冊藥劑師所配發的藥物。
33. 「**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。
34. 「**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由醫生證實為有生命危險。當涉及受保人和同行夥伴時，更須獲得醫生證明為不適合旅遊或繼續受保人的旅程。
35. 「**疾病**」指身體顯示出異於正常健康的狀況。
36. 「**配偶**」，就一名已婚人士而言，指該人在有效婚姻中的丈夫或妻子。
37. 「**同行夥伴**」指整個旅程期間與受保人同行的人士。

保障項目

注意：受保人（或其合法代表）依據以下的第一至十九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、保障項目表內最高賠償上限及分項賠償上限，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 旅程期間醫療費用

如受保人於旅程期間受傷或患上疾病，本公司將賠償因該傷患或疾病引致的留院、手術、救護車及輔助醫療、診斷測試、向醫生求診及經醫生處方的藥物所招致的符合索償資格的合理費用。

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

1.2 回港覆診費用

在(i)香港為旅程終點站及(ii)於旅程期間，受保人有在起保地點以外之地方首次就該傷患或疾病向醫生或外科醫生求診的前提下，本公司將賠償受保人於旅程最後一天起計 90 天

內於香港就該傷患或疾病接受由醫生或外科醫生提供的延續治療所招致的符合索償資格的合理費用。

跌打及針灸治療費用 – 「回港覆診費用」保障將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。

1.3 創傷輔導

如受保人在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、騎劫或恐怖活動而被醫生診斷罹患創傷後壓力症，並需要接受精神科註冊醫生或註冊臨床心理學家提供的輔導服務，本公司將支付受保人(i)於旅程期間及 / 或(ii)在旅程完結後返回香港起計 90 天內於香港接受有關輔導服務而引致的任何合理及必需的醫療開支。

儘管有其他規定，如受保人的年齡為 70 歲以上，本部分的最高賠償額將不可超過載列於保單保障項目表之「醫療費用」保障的最高賠償額的 30%。

適用於第一部分的不保事項

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（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及(iii)非受保人因需治療或診斷本保單保障範圍涵蓋的傷患或疾病（不論有合理理由懷疑或確診）而須作出的體格或健康檢查的費用；
5. 於受傷或患上疾病當日起計 180 天後的任何醫療費用；
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招致的醫療費用。

第二部分 「海外住院或隔離現金津貼」保障

2.1 海外住院現金津貼

如受保人於旅程期間住院，本公司將按受保人住院日數（以每連續 24 小時作一天計）支付此現金津貼。

2.2 強制隔離現金津貼

如受保人因被懷疑或確診感染傳染病而於旅程期間或於返回香港後 7 天內被強制隔離，本公司將按隔離日數（以每連續 24 小時作一天計）支付此現金津貼。

適用於第二部分的不保事項

本公司將不負責賠償：

1. 任何家居隔離；
2. 若受保人預定前往的目的地於受保期起始日或之前已被當地政府及 / 或世界衛生組織宣佈為傳染病區域；
3. 若住院或隔離時間少於連續 24 小時；
4. 若引致住院之醫療狀況並不在本計劃之受保範圍下。

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起保地點之醫療設施，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起保地點的決定必須由主診醫生和本公司共同作出。

3.3 入院按金保證

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「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（包括親屬探望）

- 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起保地點接受治療，本公司將支付受保人因返回起保地點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。
- 親屬探望 – 如受保人不幸身故或住院超過 3 天，本公司將支付下列人士因探望或 / 及照料受保人所招致的合理額外住宿及交通費用。
 - 兩名直屬家庭成員前往探望及照料受保人；或
 - 一名直屬家庭成員前往探望及一位同行夥伴留下照料受保人。

3.5 缺乏照顧子女護送

如受保人遭受嚴重身體受傷、患上嚴重疾病或需要留院，而令其同行的 18 歲以下子女在外地缺乏人照顧，本公司將支付將該子女送返起保地點所引致的合理額外住宿及交通費用。

3.6 遺體運返

本公司將支付運送受保人的遺體或骨灰返回起保地點所引致的合理費用。

3.7 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導致不幸身亡，在收到警方報告或受保人之死亡證明書或其他正式身故核證後，本公司將向受保人的合法遺產代理人或指定遺產受益人（如適用）支付此項賠償。

3.8 轉介服務

應受保人或其代表要求，「24 小時全球緊急援助」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：

- 於發生嚴重身體受傷或患上嚴重疾病 180 天後引致的任何費用；
- 受保人或其代表在本部分第 3.1、3.2、3.3 及 3.6 項下之保障（如受保人或其代表在沒有獲得本公司預先核准的情況下獲得協助及作出的入院按金保證）。

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) 3608 6083 傳真：(852) 3608 6082

致電者需提供保險證明書上的保險證明書號碼、受保人的姓名、香港身份證號碼或護照號碼、緊急事故性質及其所在地點以及致電者之聯絡資料。資料一經核證後，本公司將透過「24 小時全球緊急援助」提供相關支援服務。

責任限制

- 就本章則及條款項下，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。
- 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。
- 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、航班程況或任何其他情況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。
- 本公司無須就本章則及條款或因提供「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。
- 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。
- 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

如受保人在旅程期間因意外而導致於有關意外發生後 12 個月內身故或蒙受永久傷殘（須為載列於本部分之保障百分比表（「保障百分比表」）內的受保事項），本公司將按照保障百分比表作出賠償。惟須按下述條款規定：

- 年齡為 18 歲以下或 70 歲以上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的適用個人意外保

障最高保障額之 30%；

- 不論受保人於旅程期間遭受多少項意外，本公司就第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%。

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 2.18)		
	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	喪失或永久完全喪失兩肢功能	100%
	2.6	喪失或永久完全喪失一肢功能	50%
	2.7	永久完全喪失語言及聽覺能力	100%
	2.8	永久完全喪失聽覺能力	
	a)	兩隻耳朵	75%
	b)	一隻耳朵	15%
	2.9	永久完全喪失語言能力	50%
	2.10	永久完全喪失單目的晶狀體	30%
	2.11	通過外科手術切除下顎	30%
	2.12	喪失或永久完全喪失拇指及四隻手指功能	
	a)	右手	70%
	b)	左手	50%
	2.13	喪失或永久完全喪失四隻手指功能	
	a)	右手	40%
	b)	左手	30%
	2.14	喪失或永久完全喪失一隻拇指功能	
	a)	兩個右指骨	30%
	b)	一個右指骨	15%
	c)	兩個左指骨	20%
	d)	一個左指骨	10%
	2.15	喪失或永久完全喪失手指功能	
	a)	三個右指骨	10%
	b)	兩個右指骨	7.5%
	c)	一個右指骨	5%
	d)	三個左指骨	7.5%
	e)	兩個左指骨	5%
	f)	一個左指骨	2%
(倘受保人為左撇子，於 2.12 至 2.15 列為適用於左右手之百分率將對調。)			
	2.16	喪失或永久完全喪失腳趾功能	
	a)	全部腳趾 - 一隻腳掌	15%
	b)	大腳趾 - 兩個趾骨	5%
	c)	大腳趾 - 一個趾骨	3%
	d)	其他 - 腳趾	2%
	2.17	折斷腿部或膝蓋而無法縫合	10%
	2.18	腿部縮短至少 5 厘米	7.5%

* 按「個人意外」保障下適用的最高賠償額之百分比計算

個人意外保障伸延

個人意外保障將伸延至下列情況，**惟**有關意外須為受保事項：

- 為開始旅程，受保人於所乘搭的公共交通工具的預定起程時間前 3 小時內，從其起保地點的居所或慣常工作地點直接前往入境處辦事處管制站地點途中；
- 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起保地點的居所或慣常工作地點途中。

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

適用於第四部分的不保事項

本公司將不負責由任何疾病或病患引起的傷患所招致的損失。

第五部分 「嚴重燒傷」保障

如受保人於旅程期間因意外遭受三級程度燒傷（深入至皮下組織的損傷）且燒傷部分達其頭部表面面積的 5%或以上或其身體總表面面積的 10%或以上，本公司將作出賠償。**惟**燒傷的評估須由醫生提供的醫療報告及詳細診斷資料以作證明。本公司只會就旅程期間的每次意外支付此保障一次。

第六部分 「旅程取消」保障

如受保人直接因下列原因而要在旅程展開前取消旅程，其已預先付費的交通票據、住宿、旅行團或大型運動賽事、音樂劇、演唱會、博物館或主題公園的入場券（「旅遊安排」）的訂金或任何部分費用被沒收或需被迫放棄，而有關旅行社、航空公司或其他相關機構並不退回該金額，本公司將向受保人作出賠償：

- 受保人、其直屬家庭成員、緊密業務夥伴或同行夥伴身故、遭遇嚴重身體受傷或患有嚴重疾病；
- 受保人須出任審判證人、陪審員或遭強制性隔離；
- 於旅程預定出發日期前一星期內，已計劃前往的旅程目的地發生天然災難、突然爆發廣泛性傳染病或涉及公共交通工具的工業行動、發生暴動或內亂（儘管一般不保事項第 2(c)項另有規定），而致受保人不能展開旅程；
- 在預定的出發日期前 10 天內，受保人因其香港的主要住所因水災或火災受到嚴重損毀。

此部分的保障受限於以下規定：

- 就上文所載列的第一項引致旅程取消的直接原因，該事件須於(i)保單續發日 24 小時後及(ii)受保期生效日前 30 天內發生。
- 就上文所載列的第二項引致旅程取消的直接原因，有關的命、令、公告或通知須於(i)保單續發日 24 小時後及(ii)受保期生效日前 30 天內向受保人頒佈或發出。
- 受保人須把未曾使用的票據或門券交由本公司處置。
- 此部分的保障一經索償，本公司將無須就本保單作出其他賠償而本保單下之所有保障亦即終止。

適用於第六部分的不保事項

本公司將不負責賠償：

1. 任何損失如旅程於香港以外的地方出發；
2. 因同行夥伴不幸身故、遭遇嚴重身體受傷或患有嚴重疾病所招致的損失，如該同行夥伴以收報酬的旅行社代理人、導遊、領隊或旅行團策劃人身份同行；
3. 任何由恐怖活動引致的損失。

第六部分所指的同行夥伴不單具有本保單釋義部分中規定的含義，還包含以下含義：在本公司的合理預料之內，其缺席將導致旅程取消。

第七部分 「縮短旅程」保障

於旅程開始後，如下列任何情況直接引致旅程受到阻礙，因而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有關旅行社、航空公司或其他相關機構退回的旅遊安排所招致的損失及(ii)受保人返回起保地點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、緊密業務夥伴或同行夥伴*身故、遭遇嚴重身體受傷或患有嚴重疾病；
2. 受保人以付費乘客身份乘搭的航機或交通工具、或旅行社安排的任何機械性推動的車輪或船艦遭騎劫；
3. 已計劃前往的旅程目的地天氣情況惡劣、發生天然災難、突然爆發廣泛性傳染病或涉及公共交通工具的工業行動、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。

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部分交由本公司處置。

適用於第七部分的不保事項

本公司將不負責賠償：

1. 因同行夥伴*不幸身故、遭遇嚴重身體受傷或患有嚴重疾病所招致的損失及費用，如該同行夥伴以收報酬的旅行社代理人、導遊、領隊或旅行團策劃人身份同行；
2. 由同行夥伴*或旅行團團員所駕駛的飛機或任何機械性推動的車輪或船艦所招致的損失及費用；
3. 任何由恐怖活動所引致的身故、嚴重身體受傷或嚴重疾病或騎劫所招致的損失及費用；
4. 按照以下第八部分（「旅程延誤」保障）可獲賠償之損失及費用。

* 第七部分（第二項不保事項除外）所指的同行夥伴不單具有本保單釋義部分中規定的含義，還包含以下含義：在本公司的合理預料之內，其缺席將導致旅程取消。

第八部分 「旅程延誤」保障

8.1 延誤保障

如因惡劣天氣情況、天然災難、突然爆發的工業行動、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及 / 或抵達時間延誤長達下述規定的時間（「受保延誤」），本公司將支付以下第 8.1.1（現金津貼）、8.1.2（額外旅遊費用）或 8.1.3（取消旅程 - 香港出發）部分之保障。

就啟程時間延誤而言，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。

8.1.1 現金津貼

在本公司無須支付第 8.1 部分（延誤保障）的其他保障的前提下，本公司將就受每受保延誤支付受保人現金津貼，惟每受保延誤必須為連續 6 小時。

8.1.2 額外旅遊費用

a) 公共交通費用 - 延誤啟程

由原定啟程時間起計，受保延誤長達連續 6 小時或以上，而該受保延誤為受保人必須轉乘其他代替公共交通工具的直接原因，本公司將賠償受保人因此所招致的合理及無可避免的額外公共交通費用（以早已安排的公共交通工具的客位等級為限）。

b) 海外住宿費用

本公司將賠償直接下列情況所招致的合理及無可避免的額外海外住宿費用：

- i) 受保延誤長達連續 6 小時或以上；或
- ii) 受保延誤為受保人未能依照行程安排乘搭隨後緊接並已預先付費的公共交通工具的直接原因。

8.1.3 取消旅程 - 香港出發

如由受保人原先安排從香港出發的公共交通工具延誤連續 10 小時或以上，而直接導致受保人未能繼續或須取消旅程，其已預先付費的旅遊票據、住宿或旅行團的訂金或任何部分費用被沒收或需被迫放棄，而有關旅行社、航空公司或其他相關機構並不退回該金額本公司將向受保人作出賠償，惟須符合下述所有規定：

- i) 該延誤須為受保延誤；
- ii) 受保人須把未曾使用的票據交由本公司處置；及
- iii) 第 8.1.3 部分的保障一經索償，本公司將無須就本保單作出其他賠償而本保單下之所有保障亦即終止。

8.2 特別津貼 - 航空公司倒閉

如受保人已繳付機票費用，而該航空公司在受保人的旅程展開前宣布破產或倒閉，本公司會賠償受保人因此要購買替代交通票據的合理額外開支。

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旅程延誤包括受保人未於公共交通工具機構或出入境管制站指定的時間內辦理登機手續或抵達登機開口；
2. 受保人並未在受保延誤生效前確定其預訂；

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啓程的代替交通工具所引致的旅程延誤；
4. 引致延誤之原因或情況於受保人的保險證明書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的颱風消息。

第九部分 「行李延誤」保障

如由於行李誤送或延誤引致公共交通工具機構未能在受保人抵達海外目的地後 6 小時內取回行李，本公司將支付現金津貼。

適用於第九部分的不保事項

本公司將不負責賠償：

1. 如延誤事件因遭受海關或其他有關部門拘留或充公所引致；
2. 如行李已遺失並已按第十部分(「行李」保障)作出索償；
3. 受保人返抵起保地點或抵達最終目的地後發生的任何損失。

第十部分 「行李」保障

本公司將賠償受保人於旅程期間因盜竊、搶劫、爆竊、意外或運送者不小心處理以致隨行的行李及旅程中購買的個人財物(但不包括金錢)(「行李及個人財物」)遺失、破損或遭毀壞所招致的損失。本公司並有權選擇按此部分作出賠償或以支付更換或修理所需的合理費用作賠償，惟須按下述條款規定：

1. 受保人須對行李及個人財物提供合理的保護以確安全，包括但不限於小心看管並不會隨意在公眾地方放置隨身行李及個人財物；
2. 在受保人接回所有行李及個人財物時，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、軟件及其附件的損失或損壞；
4. 所有容易損壞的物品，包括瓷器、玻璃物品、陶具、藝術品、已鑲嵌或未經鑲嵌的寶石或半寶石及食品的損失或損毀；
5. 正常損耗、發霉蟲蛀、固有的瑕疵、機械、電機或電子故障、設計錯誤或手工藝上缺陷、清洗維修或翻新過程或氣候或空氣轉變引致的損壞，或價值本身折舊，而本公司有全權斷定其折舊率；
6. 商品或樣本的遺失或損壞；
7. 遺漏在公共交通工具或於公眾地方或在缺乏看管的情況下遺失的任何行李或個人財物；
8. 受保人預先分別郵寄或運送的行李或物品的損失或損壞；
9. 珠寶或手錶，受保人佩帶著或儲存於酒店保管箱內的珠寶或手錶則除外；

10. 任何離奇失蹤導致損失的物品；

11. 在運送期間遺失或損壞的行李或個人物件(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，受保人還要取得航空公司填寫的行李事故報告書(PIR))；

12. 任何該等遺失沒有於發現後 24 小時內向當地警方報案；

13. 受保人未能就損失及索償提供有關的個人財物讓本公司檢查其狀況及損壞程度。

第十一部分 「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、爆竊或意外而遺失的旅遊證件及/或交通票據，本公司會賠償有關護照及/或交通票據的損失。

本公司將賠償該受保人(a)在旅程期間由簽發旅遊證件及/或發行交通票據之機構所收取的補領費用；及/或(b)在旅程期間因有關換領其旅遊證件及/或交通票據所引致的合理額外交通及酒店住宿費用，惟受保人需選擇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。就(a)部分補領旅遊證件費用，此保障伸延至包括返回起保地點後或保單屆滿後 30 天內(以較早者為準)由簽發旅遊證件之機構所收取補領證件的費用。在本部分下，本公司只會就每項遺失的旅遊證件或交通票據賠償一次。為免存疑，如受保人同時獲得臨時及正規的旅遊證件，本公司只會就其中一項作賠償。

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. 受保人將旅遊證件或交通票據放在公眾地方而不加看管；
3. 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；
4. 旅遊證件或交通票據被政府機構、海關或警方充公。

第十二部分 「個人錢財」保障

如受保人於旅程期間遭盜竊、搶劫或爆竊而直接導致其損失個人錢財即鈔票、現金或旅遊支票，本公司會作出賠償。

適用於第十二部分的不保事項

本公司在以下任何情況將不負責賠償：

1. 受保人未有在發現個人錢財損失後 24 小時內或於可行的情況下盡快向當地警方報案；
2. 遺失旅行支票而未有立即向當地的簽發機構報失；
3. 因第三者錯誤或遺漏、貨幣匯兌率的浮動、貶值或政府機構充公引致的個人錢財短缺或損失；
4. 受保人將個人錢財放在在公眾地方而不加看管；
5. 任何對 10 歲以下的受保人所構成的損失；
6. 由受保人攜帶但不屬於其個人的錢財。

第十一及十二部分的伸延保障範圍 - 緊急現金援助

如投保人在中國旅遊期間蒙受損失並受保於上述第十一(「旅遊證件遺失」保障)及/或十二(「個人錢財」保障)部分,本公司會透過 **東亞銀行(中國)有限公司**在國內的指定分行於辦公時間內預支緊急現金予投保人,惟必須按下列規定:

1. 投保人必須先得本公司批准才獲支付此部分下的緊急現金或其他援助;
2. 投保人必須按本公司要求提供相關的資料以作申請,包括載列於保險證明書的保險證明書號碼、投保人的姓名及香港身份證號碼或護照號碼;
3. 投保人必須在批核後 3 個工作天內到**東亞銀行(中國)有限公司**提取緊急現金;
4. 預支予投保人的緊急現金將不會超過(i)投保人在第十一部分(「旅遊證件遺失」保障)或第十二部分(「個人錢財」保障)索償的金額或(ii)此伸延保障的最高限額,以較低者為準。為免存疑,此保障乃第十一部分(「旅遊證件遺失」保障)或第十二部分(「個人錢財」保障)的伸延保障,投保人只可於受保期內索償「緊急現金援助」保障一次;
5. 此伸延保障一經索償,相等於緊急現金的款項將於相關的第十一部分(「旅遊證件遺失」保障)或第十二部分(「個人錢財」保障)下之應付保障中扣除。

第十三部分 「家居物品損失」保障

如投保人的香港的主要住所(「居所」)在旅遊期間空置,而遭人使用暴力入屋爆竊並留下明顯痕跡,投保人將可獲賠償重置或修理其家居物品及個人財物(不包括金錢)的費用。

適用於第十三部分的不保事項

本公司將不負責賠償:

1. 因使用任何鑰匙或複製的鑰匙而導致居所的損失或損毀,無論該鑰匙是否屬於投保人;
2. 因投保人或其家庭成員的魯莽或故意的行為引致或使導致的損失或損毀。

第十四部分 「個人責任」保障

如在旅遊期間直接因投保人的疏忽導致:

1. 第三者意外身體受傷;或
2. 第三者財物意外受損;

而須向第三者負上法律責任(包括法律費用),本公司將作出賠償。

適用於第十四部分的不保事項

本公司概不負責任何責任,損失或索償:

1. 如投保人或其授權代表已承認責任或達成任何協議或和解,而事前並無知會本公司及取得本公司的書面同意;
2. 有關投保人擁有、託管或控制的財物的損失或損毀;
3. 由下列各項直接或間接引起者:
 - a) 僱主責任、合約性責任,或對投保人直屬家庭成員的責任;
 - b) 從事商業貿易或職業;

- c) 擁有或佔用土地或建築物(暫時佔用作臨時居所則除外);
- d) 擁有、佔用、租用、使用或操作車輛、飛機、船隻或武器;
- e) 進行任何刑事訴訟涉及的法律費用或罰款;
- f) 保釋、合約牌照、產業或個人財產的轉讓。

第十五部分 「信用卡」保障

如投保人因意外身故而根據本保單可得賠償,本公司將賠償受保人於旅程期間以信用卡簽賬購物而未繳之任何款項。

適用於第十五部分的不保事項

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。

第十六部分 高爾夫球「一桿入洞」保障

如受保人於旅程期間在任何認可的高爾夫球場內進行比賽或友誼賽時成功創下「一桿入洞」的佳績,本公司將支付受保人當日在該高爾夫球會酒吧內一次的祝捷飲食之費用。

適用於第十六部分的不保事項

本公司將不負責賠償:

1. 受保人未滿 18 歲;
2. 受保人為職業高爾夫球員。

第十七部分 「租車自負額」保障

如受保人以租賃合約租用私家車或汽車屋,並於旅程期間發生汽車意外或車輛在停泊時遭損毀或被偷竊,本公司將支付該租用車輛之汽車保險保單下受保人承擔的自負額。**惟**受保人:

1. 須由持牌車輛租賃公司租出該租用車輛,及該租用車輛於租賃期內已受到汽車保險保障;
2. 須在租賃合約中記錄為指定駕駛者;
3. 須於發生汽車意外時駕駛著租用車輛;
4. 須於該國家持有有效駕駛執照;
5. 須依從租賃合約及適用汽車保險中的所有條款及細則。

適用於第十七部分的不保事項

本公司將不負責賠償:

1. 受保人於租賃期內在酒精或藥物影響下操控該出租車輛;
2. 受保人於租賃期內非法使用出租車輛;
3. 出租車輛遺失或損毀以外之任何責任。

為免存疑,本部分之租用車輛或私家車是指任何車輛,但不包括所有類別之商用車輛、摩托車及任何 9 個座位或以上之車輛。

「郵輪」保障 – 第十八至十九部分

第十八部分「郵輪旅程取消及阻礙」保障

於旅程期間，如惡劣天氣情況、天然災難、突然爆發涉及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）、恐怖活動、公共交通工具出現騎劫或機械性故障導致受保人乘搭前往出發港口的公共交通工具比載列於行程表內的原定抵達時間延誤最少連續 8 小時，本公司將支付(i)本保單第 18.1 部分（「郵輪旅程取消」）或(ii)第 18.2 部分（「郵輪旅程阻礙」）之保障。而該延誤必須直接導致受保人未能於該指定港口登上郵輪。

18.1 郵輪旅程取消

如受保人於旅程期間，因上述延誤導致取消郵輪行程，其已預先付費的郵輪旅程的訂金或任何部分費用被沒收或需被迫放棄，而有關旅行社、郵輪公司或其他相關機構並不退回該金額，本公司將就此向受保人作出賠償。

18.2 郵輪旅程阻礙

如直接因上述延誤導致受保人需要由出發港口前往載列於行程表的原定下一個停泊港口以重返該郵輪繼續行程，本公司將就此部分賠償期間所引致合理及無可避免的額外交通費用。

第十九部分「郵輪出發後」保障

19.1 岸上觀光取消

如直接因以下情況導致受保人被迫取消郵輪公司安排之岸上觀光行程，其已預先付費的有關訂金或任何部分費用又被沒收或需被迫放棄，而有關旅行社、郵輪公司或其他相關機構並不退回該金額，本公司將向受保人作出賠償：

1. 受保人及其同行夥伴蒙受嚴重身體受傷或嚴重疾病；或
2. 載列於岸上觀光行程的原定前往之目的地遇上惡劣天氣情況、天然災難、突然爆發廣泛性傳染病或工業行動、暴動或內亂（儘管一般不保事項第 2(c)項另有規定）或恐怖活動，導致受保人未能繼續其旅程。

19.2 衛星電話費用

如受保人或其同行夥伴於旅程期間因嚴重身體受傷或嚴重疾病，而未能繼續其旅程及必須直接返回起保地點。本公司將賠償受保人於郵輪上使用衛星電話之合理費用。

適用於第十八及十九部分的不保事項

本公司將不負責賠償：

1. 因於本保單繕發日前已存在或宣佈的情況而導致相關旅程延誤或阻礙所招致的任何損失；
2. 直接或間接因政府法例及規條限制或因旅行社、旅遊承辦商、郵輪公司及 / 或根據原定行程表，會於航程中提供服務的機構 / 人士破產、清盤、錯誤、疏忽或不負責任的行為所招致的任何損失；
3. 受保人已知必須取消或縮短行程但未有即時通知旅行社、旅遊承辦商、郵輪公司、及 / 或於原定行程表內航程提供服務的機構 / 人士以即時另作安排而導致的損失；
4. 因受保人延誤抵達機場或停泊港口所引起的任何損失（即在

指定登記時間結束後才抵達）；

5. 因受保人拒絕乘搭由有關公共交通工具機構或郵輪公司所提供的最先可啓程的代替交通工具所引致的旅程延誤；
6. 任何未經航空公司、旅行社、郵輪公司或其他有關機構於岸上觀光行程開始前同意向原定行程作出的修定；
7. 就第三者提供的服務所招致的費用而言，該費用毋須由受保人支付及 / 或已包括在原定航程費用中；
8. 本保單已就同一損失根據第 8.1 部分（延誤保障）作出賠償。

就同一損失而言，如受保人依照本部分獲得賠償，本公司則無須再就基本保單的第六部分（「旅程取消」保障）及第七部分（「縮短旅程」保障）作出賠償。

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（不論該保險注明屬主要的、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「個人意外」保障及「海外住院或隔離現金津貼」保障）；
2. 因下列任何原因直接或間接引致傷亡或損失：
 - 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證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病毒(HIV)及 / 或任何與 HIV 有關的病症包括後天免疫缺乏症候群（即愛滋病(AIDS)）、及 / 或其任何突變衍化物或變種造成的任何受傷、疾病、死亡、損失、費用或其他責任；
 - c) 戰爭（無論已宣戰與否）、侵略、外敵行動、內戰、叛亂、革命、暴動、內亂、軍事或篡奪行動、為軍隊或執法機關執勤；
 - d) 任何受保人、其直屬家庭成員或同行夥伴蓄意、惡意、非法或故意的行為；
 - e) 自殺、企圖自殺或蓄意自傷身體、精神或神經紊亂、墮胎、流產、懷孕及其併發症、分娩、性病、服用酒精或非由醫生處方的藥物、非因自然及狀況良好的牙齒受傷而需進行的牙齒護理治療；
 - f) 核裂變、核聚變或輻射污染；
 - g) 生物、化學及核子之恐怖活動；
 - h) 受保人在參與任何專業性質的運動或競賽從而獲得收入或酬勞、任何（步行以外）速度賽和比賽時發生的意外事故；
 - i) 從事任何體力勞動工作（無論商業或業餘）或從事離岸危險活動包括商業潛水、石油開採、開礦、處理爆炸物、工地工作、特技工作及空中攝影時發生的意外；
 - j) 在海拔 5 千米以上進行高山遠足、或在 30 米水深以下潛水；

- k) 任何因(i)在保險證明書簽發當日已存在及(ii)受保人當時已知悉或按合理情況下應知悉出現的病徵或症狀並在影響受保人、其直屬家庭成員、同行夥伴或緊密業務夥伴的病情或身體狀況或其他的情況的損失；
- l) 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(l)的第(ii)部分規定而言，將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；
- m) 除特別註明外，任何上述情況的間接或相應引致的損失。

一般條款

1. 合約詮釋 –

- a) 本保單內容之用詞如有性別或單雙數之分，如文意許可，均應視為概括性之描述，並無區別。
- b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- c) 某日的時間指香港時間。
- d) 若本保單的任何條款與本公司其他文件及記錄在詮釋上出現任何抵觸，將以本保單條款為準。
- e) 除非另有註解，否則本保單內所用之詞語具有本保單所載明的涵義。

2. 不能取消保單 – 本保單之保險證明書一經發出便不得取消，且保費將不獲退還。

3. 因不能避免的延誤所引致自動延長保險期 – 如受保人在出發前已訂定的行程在旅程期間，全因意料之外的原因或情況、並無其他原因及完全在受保人控制範圍以外，出現無可避免的延誤，令其無法在受保期內返回起保地點，保險期限將自動延長最多 10 天。本自動延長保險期會於自動延長期屆滿時或當該導致無可避免延誤的原因不復存在當日終止，以較早者為準。

4. 不可直接付賬 – 除非經「24 小時全球緊急援助」安排並獲本公司批核，本保險將不會直接支付任何賬項。

5. 受保人年齡 – 任何年齡介乎 6 周歲至 85 歲(包括首尾歲數)之人士均合資格投保。年齡在 18 歲以下的受保兒童必須獲家長或合法監護人同意。所有保障會根據受保人於保單受保期生效日時的年齡來支付賠償額。

6. 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。

7. 對及組合 – 如一對及組合中的部分配件遺失或受損，賠償額將依該配件於原對及組合中所佔的合作比例計算，而該對及組合並不會因此而被視為全損。(備註：相機機身、鏡頭、儲存器件及配件被視為一組合)。

8. 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。

9. 保單有效性 – 本保單只適用於消閒或公幹(只限行政性質及非體力勞動)的旅程。

10. 行程 – 就「郵輪」、「尊尚」和「智選」計劃而言，若起保地點並非香港，(i)該旅程須包括香港為其中一個中途停留地或(ii)該旅程必須在香港安排及付款；而就「中國」計劃而言，該旅程必須在香港或澳門特別行政區出發，並須在香港安排該旅程及付款。

11. 放棄索償 – 若本公司拒絕對本保單的索償作出賠償，而該項索償並未於拒絕賠償日期起計 12 個月內根據下文所述交付仲裁，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。

12. 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。

13. 對第三者的訴訟 – 本保單中並無任何條款可致使本公司有責任負責、參與或答辯保單持有人或受保人就本保單所指定的醫療服務機構或人員導致或造成的損害(不論任何原因或理由)所進行的訴訟，這包括但不限於根據本保單條款受保人在接受治療或檢查時因失職、治療不當、非專業行為或其他與該治療或檢查引起或有關的訴訟。

14. 仲裁 – 儘管本保單中有任何相反規定，由本保單引致的所有糾紛，均須首先根據《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，則該選擇權將提交予香港國際仲裁中心當時的主席。本條款明確規定仲裁裁決為就本保單作出任何其他訴訟或起訴權利的先決條件。

15. 管轄權條款 – 本保單提供的賠償不適用於並非由香港具司法管轄權的法院發送或從該處獲得初審判決的任何判決。

16. 法規 – 本保單必須於香港簽發，並受香港法律規管並按其詮釋，且服從香港法院的專有司法管轄權。

17. 可分割性 – 若本保單內的任何條款因任何原因被認為不能執行或無效，本保單內其他任何條款之可執行性或有效性將不會受該有關條款所影響。

18. 語言 – 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。

19. 制裁條款 – 儘管本保單有任何相反規定，茲經雙方同意，若本公司承保本保單，或就此作出任何賠償或提供任何保障將使本公司蒙受任何屬聯合國決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制，則本公司不得被視為承保本保單，且本公司亦毋須就有關索償作出任何賠償或提供任何保障。

索償條款

1. 如任何索償出現欺詐成分或蓄意誇大事實、或受保人或其代表申請本保單下的保障時有用任何欺詐方法或策略，本公司並無責任作出任何賠償。

2. 任何索償須於本保單到期後 30 天內知會本公司(除在第十四部分(「個人責任」保障)下的任何索償(不論存在或潛在)，受保人或其代表須立即向本公司遞交書面通知書)。

3. 所有索償均須連同令公司滿意的證明一併提交，所有證明的費用須由受保人或其代表負責。本公司所需之書面證明包括

但不限於醫療、牙科或警方報告、聲明、收據、估價、交通票據、其他擁有權及損失之證據、及向其他各方及保險公司追討超償的索償證明之正本。本公司特別需要以下之佐證資料：

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」）
- 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
- iii) 警方報告，以確認該意外之詳情

c) 任何有關強制隔離之證明

- i) 由政府或相關機構發出載有強制隔離詳情之書面證明（包括相關日期及原因）

d) 任何有關行李或財物之遺失、被盜或損毀或遺失個人錢財之證明

- 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
- 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

e) 有關遺失旅遊證件及旅遊通行證之索償

- i) 警方報告
- ii) 發票

f) 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）

g) 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

h) 有關取消、縮短或重新安排旅程及旅程延誤之證明

- 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)書面通知以證明所退還的按金或預付費用之金額；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）
- v) 由郵輪公司就證明受保人登上郵輪之日期及時間所發出之報告
- vi) 由政府或相關機構發出以證明受保人須出任審判證人、陪審員或遭強制性隔離之書面證明

i) 有關信用卡未繳付之款項之證明

- i) 信用卡結單

- ii) 購物之發票及收據正本

j) 有關一桿入洞及酒吧消費之證明

- i) 由認可高爾夫球場發出的「一桿入洞」證書正本
- ii) 由認可的高爾夫球場發出的酒吧消費收據正本

k) 有關衛星電話費用之證明

- i) 由電訊服務供應商發出之發票及證明，包含相關日期及電話使用者

l) 有關租車自負額之證明

- i) 受保人與租車公司之間的租借協議，包含詳細之條款及細則
- ii) 租車公司發出以證明租車之費用之發票正本
- iii) 警方報告
- iv) 受保人向其租用之汽車所屬的保險公司提出索償之文件
- v) 租車公司發出以證明受保人需負責支付自負額之報告

m) 有關個人責任之證明

- i) 須立即以書面知會本公司有關索償（不論存在或潛在）並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
- iii) 須立即以提供予本公司所有相關文件，包括但不限於傳票、法庭文件、律師或其他法律書信、索償書信副本

4. 如有違反本保單的條款及條件，本公司有權拒絕代表受保人就任何索償作出抗辯、達成和解或處理索償。

5. 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人的索償申請的處理造成延誤。

6. 不得在本公司收取所有本保單所需的索償證明後的 60 天內就本保單向本公司提出任何法律訴訟。

7. 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已支付的賠償金額。

8. 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。

收集個人資料聲明

現隨附本公司的收集個人資料聲明。

藍十字（亞太）保險有限公司
2013 年 11 月

~ 保單完 ~



Blue Cross 藍十字

Member of BEA Group 東亞銀行集團成員

Blue Cross (Asia-Pacific) Insurance Limited

藍十字(亞太)保險有限公司

Customer Service Hotline 客戶服務熱線 : 3608 2988

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ENDORSEMENT

This endorsement shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

OUTBOUND TRAVEL ALERT EXTENSION ("Extension")

This Extension as provided below is effective during the Period of Insurance.

- Unless otherwise stated or the context otherwise requires, terms and expressions used in this endorsement shall have the same meaning as defined in the policy document of this Policy.
- For the purpose of this endorsement, the following terms shall be defined as follows:

Definition

- "Outbound Travel Alert" or "OTA" shall mean any of the 3 colour-coded alerts issued by the Hong Kong government under the Outbound Travel Alert System, and such alerts are hereinafter referred to as "Amber Alert", "Red Alert" and "Black Alert" respectively.
 - "Place of Incident" shall mean the place (i) which is stated as one of the destinations in the original itinerary in which the Insured Person has arranged to travel and (ii) for which an OTA has been issued and is in effect.
- Notwithstanding anything to the contrary in this Policy, it is hereby declared and agreed that with immediate effect, a) "Trip Cancellation" and "Curtailement of Trip" benefits shall be extended to cover the circumstances as set out in paragraph 1 and 2.1 of this endorsement; and b) the "Additional Cash Allowance for Curtailement" benefit set out in paragraph 2.2 of this endorsement shall be incorporated into this Policy.

1. Extension of the "Trip Cancellation Benefit"

The Company will reimburse the deposits or any part of the payment made in advance for any Travel Arrangement which are forfeited and irrecoverable from the relevant tour operator, airline or any sources upon cancellation prior to the Journey as a direct result of the issue of the OTA for the Place of Incident (collectively, the "Forfeited Amount"), **provided that:**

- (i) in case where no OTA has been issued on the issue date of the Policy, such OTA must be issued at least one day after the Policy is issued; or (ii) in case where an OTA (e.g. Amber Alert) has been issued on the issue date of the Policy, the OTA causing the cancellation of the Journey must be at a higher level (e.g. Red Alert) and be issued at least one day after the Policy is issued; and
- Travel Arrangement is cancelled i) not earlier than 7 days before the commencement date of the Period of Insurance; and ii) when the OTA for the Place of Incident remains in effect.

OTA	Amber Alert	Red Alert	Black Alert
Benefits payable for cancellation of Journey due to the relevant OTA	25% of the Forfeited Amount	50% of the Forfeited Amount	100% of the Forfeited Amount

2.1 Extension of the "Curtailement of Trip Benefit"

The Company will pay this benefit for (i) each day's loss of the prepaid and unused portion of the Travel Arrangement which are forfeited and irrecoverable from the relevant tour operator, airline or any sources and (ii) reasonable additional travel expense which is necessary for the Insured Person to return to the Place of Origin by Public Conveyance (i.e. the expense shall not exceed the fare of the economy class for such Public Conveyance) due to curtailement of the Journey as a direct result of the issue of an OTA for the Place of Incident (collectively, the "Eligible Loss"), **provided that:**

- the curtailement of the Journey takes place while such OTA is in effect; and
- in case where an OTA (e.g. Amber Alert) has been issued on the issue date of the Policy, the OTA causing the curtailement of the Journey must be at a higher level (e.g. Red Alert).

OTA	Amber Alert	Red Alert	Black Alert
Benefits payable for curtailement of Journey due to the relevant OTA	25% of the Eligible Loss	50% of the Eligible Loss	100% of the Eligible Loss

The extension of the "Curtailement of Trip" benefit as provided above is subject to an additional exclusion as follows:

- The Company shall not be liable for any loss occasioned by curtailement of the Journey as a direct result of the issue of the OTA at the Place of Incident if the Insured Person is in the course of performing one's duties as a member of an armed force or other law enforcement agencies at the Place of Incident during the Journey.

2.2 Additional Cash Allowance for Curtailement Benefit

The Company will pay an additional cash allowance if the Extension of the "Curtailement of Trip" benefit under paragraph 2.1 above is payable.

OTA	Amber Alert	Red Alert	Black Alert
Benefits payable for curtailement of Journey due to the relevant OTA	HK\$300	HK\$600	HK\$1,200



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批註

本批註附加於保單並構成保單的一部分。除本批註中所作補充或修改的條款之外，所有保單之條款、條件和不保事項將維持不變。倘任何保單條款與本批註內的條款有抵觸，概以此批註之條款為準。

外遊警示伸延保障（「伸延保障」）

以下之伸延保障於受保期內生效。

- 除非文意另有規定，本批註使用之詞彙及用語與本保單的保單文件中之定義有相同含義。
- 就本批註而言，下列詞彙的定義如下：

釋義

1. 「外遊警示」指任何由香港政府（「政府」）根據外遊警示制度發出並以3種顏色為標記之警示，而該警示分別為下文所指之「黃色警示」、「紅色警示」及「黑色警示」。

2. 「受影響地點」指就某地點而言，(i)該地點為受保人原先安排之行程中的目的地之一，及(ii)政府對該地點發出外遊警示而該警示仍然生效。

- 儘管本保單另有規定，現特此聲明及同意，由即日起，(a)「旅程取消」及「縮短旅程」保障將伸延至本批註第1及2.1段所列之情況；而(b)本批註第2.2段所列之「縮短旅程額外現金津貼」保障將被納入本保單。

1. 「旅程取消」保障之伸延保障

就政府對受影響地點發出外遊警示而言，在該外遊警示為受保人取消其未展開的旅程的直接原因的前提下，受保人就旅遊安排已預先繳付的訂金或任何部份費用被沒收或需被迫放棄，而有關旅行社、航空公司或其他相關機構並不退回該金額（統稱「被沒收金額」），本公司將向受保人就沒收金額作出賠償，惟：

- a) 就受影響地點而言，(i)如沒有任何外遊警示在保單簽發日生效，該外遊警示必須於緊接保單簽發的1天後起發出，或(ii)如有外遊警示在保單簽發日生效（如黃色警示），引致旅程取消的外遊警示必須屬較高之級別（如紅色警示）並須於緊接保單簽發的1天後起發出；及
- b) 旅遊安排(i)不得早於受保期起始日前7天取消；及(ii)須於該外遊警示生效期內取消。

外遊警示	黃色警示	紅色警示	黑色警示
相應之保障	被沒收金額之25%	被沒收金額之50%	被沒收金額之100%

2.1 「縮短旅程」保障之伸延保障

就政府對受影響地點發出外遊警示而言，如該外遊警示為受保人必須縮短其旅程的直接原因，本公司將賠償(i)就已支付但未使用及不獲有關旅行社、航空公司或其他相關機構退回的旅遊安排所招致的損失（以每日計）及(ii)受保人返回起保地點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）（統稱「可償損失」），惟：

- a) 旅程須於該外遊警示生效期內縮短；及
- b) 如有外遊警示（如黃色警示）於保單簽發日生效，引致旅程縮短的外遊警示必須屬較高之級別（如紅色警示）。

外遊警示	黃色警示	紅色警示	黑色警示
相應之保障	可償損失之25%	可償損失之50%	可償損失之100%

上述「縮短旅程」保障之伸延保障受限於以下的附加不保事項：

- 如受保人在旅程期間於受影響地點正為軍隊或執法機關執勤，本公司則無須就受保人因政府對受影響地點發出外遊警示而縮短旅程所招致的損失作出任何賠償。

2.2 「縮短旅程額外現金津貼」保障

如本公司將支付第2.1段中的「縮短旅程」保障之伸延保障，本公司亦會同時支付額外現金津貼。

外遊警示	黃色警示	紅色警示	黑色警示
相應之保障	HK\$300	HK\$600	HK\$1,200

Head Office & Customer Service Centre 總辦事處及客戶服務中心

29/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong 香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓

Tel 電話：3608 2888 Fax 傳真：3608 2938 www.bluecross.com.hk



個人資料（私隱）條例 - 收集個人資料聲明（「本聲明」）

藍十字（亞太）保險有限公司（「本公司」）乃東亞銀行有限公司的全資附屬公司。在本聲明內，東亞銀行有限公司連同其附屬公司及聯營公司將統稱為「東亞銀行集團」。

為依從個人資料（私隱）條例（「條例」），本公司特此通知閣下以下事項：

(1) 在申請及接受保險產品及服務時，及當本公司提供與保險產品及服務相關之其他服務時，閣下有需要不時向本公司提供個人資料。若閣下未能提供該等資料，可能會令本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及／或其他相關服務。本公司亦可能會在日常業務運作的過程中向閣下收集資料，例如當閣下向本公司提出保險索償或當在一般情況下以口頭或書面形式與本公司溝通。

(2) 個人資料收集目的

閣下的個人資料可能會用作下列用途：

- (i) 處理保險產品及服務的申請；
- (ii) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求，包括但不限於要求增加、更改或刪除保障項目或受保成員，訂立直接付款安排及保單取消、更新或復效申請；
- (iii) 處理、判定保險索償及就索償抗辯，包括進行任何附帶調查；
- (iv) 執行與所提供的保險產品及服務相關的功能及活動，如核實身份、資料核對及再保險之安排；
- (v) 行使本公司因不時向閣下提供保險產品及服務而享有的權利，例如向閣下追討欠款；
- (vi) 設計保險產品及服務以提升本公司的服務質素；
- (vii) 製作數據及進行研究；
- (viii) 營銷服務、產品及其他標的（詳情請參閱本聲明第(4)段）；
- (ix) 履行根據下列對本公司及／或東亞銀行集團具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定及／或安排：
 - (a) 不論於香港特別行政區（「香港」）境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出的任何指引或指導；或
 - (c) 本公司或東亞銀行集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (x) 遵守東亞銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於東亞銀行集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xi) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人，就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評估；及
- (xii) 與上述有關的其他用途。

(3) 個人資料的轉移

存於本公司的個人資料將會保密，但本公司可能會向以下各方透露該等資料作本聲明第(2)段所列出的用途：

- (i) 任何代理人、承包人或就本公司之業務運作，包括行政、電訊、電腦、付款、資料處理、儲存、調查和收數服務，或就與保險產品及服務相關之其他服務，向本公司提供服務的第三方服務供應商（如公證行、理賠調查員、收數公司、資料處理公司及專業顧問）；
- (ii) 任何對本公司或東亞銀行集團負有保密責任的其他人士，包括承諾保密該等資料的東亞銀行集團任何成員公司；
- (iii) 與本公司有或將有商業往來的再保險公司；
- (iv) 本公司或東亞銀行集團為遵守任何法律規定，或根據法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司或東亞銀行集團具有約束力或

適用或期望其遵守的規則、規例、實務守則、指引或指導，或根據本公司或東亞銀行集團向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其作出披露的任何人士或機構；

- (v) 本公司的權益或業務的任何實際或建議承讓人、受讓人、參與人或附屬參與人；
 - (vi) 第三方獎賞、客戶或會員、品牌合作及優惠計劃供應商；
 - (vii) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）；及
 - (viii) 本公司為就本聲明第(2)(viii)段所列明的用途而聘用的外判服務供應商（包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司）。
- 該等資料可能被轉移至香港境外。

(4) 在直接促銷中使用個人資料

本公司可能把閣下的個人資料用於直接促銷，除非本公司已取得閣下的同意（包括表示不反對），否則本公司並不可以如此使用閣下的個人資料，但條例所指定的豁免情況除外。就此，請注意：

- (i) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 本公司可能就下列服務、產品及促銷標的進行促銷：
 - (a) 保險、財務、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；及
 - (c) 本公司及／或東亞銀行集團任何成員公司的品牌合作夥伴提供的服務及產品（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）；
- (iii) 上述服務、產品及促銷標的可能由本公司及／或下列各方提供：
 - (a) 東亞銀行集團任何成員公司；
 - (b) 第三方獎賞、客戶或會員、品牌合作或優惠計劃供應商；及／或
 - (c) 本公司及／或東亞銀行集團任何成員公司之品牌合作夥伴（該等品牌合作夥伴的名稱會在有關服務和產品的申請表格及／或宣傳資料上列明）。

如閣下不希望本公司使用閣下的資料作上述直接促銷用途，閣下可通知本公司行使閣下的選擇權拒絕促銷。閣下可根據本聲明第(5)段所提供的聯絡方法以書面向本公司的個人資料保障主任提出有關要求，或於有關的申請表格內向本公司表達閣下拒絕促銷的意願（如適用）。

(5) 查閱及改正資料權利

根據條例規定，閣下有權查詢本公司是否持有閣下的個人資料及要求索取該等資料的複本（查閱資料要求），並要求本公司就不準確的資料作出改正。閣下如欲行使有關權利，請以書面經以下聯絡方法向本公司的個人資料保障主任提出：

香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓
藍十字（亞太）保險有限公司
個人資料保障主任
傳真：(852) 3608 2938

根據條例，本公司有權就辦理任何查閱資料要求收取合理費用。

- (6) 閣下亦有權根據本聲明第(5)段所提供的聯絡方法向本公司的個人資料保障主任索取本公司有關個人資料私隱的政策及實務，並獲告知本公司持有的個人資料的種類。
- (7) 本公司只會根據上述任何用途上的合理需要或適用法例或規例規定的期間保存閣下的個人資料。
- (8) 如閣下對本聲明有任何疑問，請致電本公司的客戶服務熱線 3608 2988。
- (9) 本聲明不會限制客戶在條例下所享有的權利。
- (10) 本公司保留修改本聲明的權利。

2013年4月

由東亞銀行集團成員-藍十字（亞太）保險有限公司發出



Blue Cross 藍十字

Member of BEA Group 東亞銀行集團成員

NAVIGATOR

Insurance Brokers Ltd.

Unit 8E Golden Sun Centre 223 Wing Lok St Sheung Wan HK

Tel. (852) 2530 2530 Fax (852) 2530 2535

Email: crew@navigator-insurance.com

www.navigator-insurance.com

The Personal Data (Privacy) Ordinance - Personal Information Collection Statement (the "Statement")

Blue Cross (Asia-Pacific) Insurance Limited (the "Company") is a wholly owned subsidiary of The Bank of East Asia, Limited. The Bank of East Asia, Limited together with its subsidiaries and affiliates are collectively referred to in this Statement as the "BEA Group".

In compliance with the Personal Data (Privacy) Ordinance (the "Ordinance"), the Company would like to inform you of the following:

(1) From time to time, it is necessary for you to supply the Company with personal data in connection with the application for and provision of insurance products and services as well as the carrying out by the Company of other services relating to these insurance products and services. Failure to supply such data may result in the Company being unable to process your insurance applications or to provide or continue to provide the insurance products and services and/or the related services to you. Data may also be collected by the Company from you in the ordinary course of the Company's business, for example, when you lodge insurance claims with the Company or generally communicate verbally or in writing with the Company, by means of documentation or telephone recording system, as the case may be.

(2) PURPOSES FOR COLLECTING PERSONAL DATA

Personal data relating to you may be used for the following purposes:

- (i) processing applications for insurance products and services;
- (ii) providing insurance products and services to you and processing requests made by you in relation to our insurance products and services, including but not limited to requests for addition, alteration or deletion of insurance benefits or insured members, setting up of direct debit facilities as well as cancellation, renewal, or reinstatement of insurance policies;
- (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
- (iv) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangement;
- (v) exercising the Company's rights in connection with the provision of insurance products and services to you from time to time, for example, to recover indebtedness from you;
- (vi) designing insurance products and services with a view to improving the Company's service;
- (vii) preparing statistics and conducting research;
- (viii) marketing services, products and other subjects (please see further details in paragraph (4) of this Statement);
- (ix) complying with the obligations, requirements and/or arrangements for disclosing and using data that bind on or apply to the Company and/or the BEA Group or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside Hong Kong existing currently and in the future; or
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or the BEA Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;
- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the BEA Group and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and
- (xii) any other purposes relating to the purposes listed above.

(3) TRANSFER OF PERSONAL DATA

Personal data held by the Company relating to you will be kept confidential but the Company may provide such data to the following parties for the purposes set out in paragraph (2) of this Statement:-

- (i) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, telecommunications, computer, payment, data processing, storage, investigation and debt collection services as well as other services incidental to the provision of insurance products and services by the Company (such as loss adjusters, claim investigators, debt collection agencies, data processing companies and professional advisors);
- (ii) any other person or entity under a duty of confidentiality to the Company or the BEA Group including a member of the BEA Group which has undertaken to keep such data confidential;
- (iii) reinsurance companies with whom the Company has or proposes to have dealings;
- (iv) any person or entity to whom the Company or the BEA Group is under an obligation or otherwise required to make disclosure under the requirements of any

law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers binding on or applying to the Company or the BEA Group or with which the Company or the BEA Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the BEA Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;

- (v) any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business;
- (vi) third party reward, loyalty, co-branding and privileges program providers;
- (vii) co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and
- (viii) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (2)(viii) of this Statement.

Such information may be transferred to a place outside Hong Kong.

(4) USE OF PERSONAL DATA IN DIRECT MARKETING

The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company cannot so use your personal data without your consent (which includes an indication of no objection). In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of you held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following services, products and subjects may be marketed:
 - (a) insurance, financial, banking and related services and products;
 - (b) reward, loyalty or privileges programs and related services and products; and
 - (c) services and products offered by the co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be);
- (iii) the above services, products and subjects may be provided by the Company and/or:
 - (a) any member of the BEA Group;
 - (b) third party reward, loyalty, co-branding or privileges program providers; and/or
 - (c) co-branding partners of the Company and/or any member of the BEA Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be).

If you do not wish the Company to use your personal data in direct marketing as described above, you may exercise your opt-out right by notifying the Company. You may write to the Corporate Data Protection Officer of the Company at the address or fax number provided in paragraph (5) of this Statement, or provide the Company with your opt-out choice in the relevant application form (if applicable).

(5) DATA ACCESS AND CORRECTION RIGHT

In accordance with the Ordinance, you have the right to check whether the Company holds personal data about you and to require the Company to provide a copy of such data (data access right) and to correct the data which is inaccurate. Such requests can be made in writing to the Corporate Data Protection Officer of the Company at the following address or fax number:

The Corporate Data Protection Officer
Blue Cross (Asia-Pacific) Insurance Limited
29th Floor, BEA Tower, Millennium City 5,
418 Kwun Tong Road,
Kwun Tong, Kowloon
Hong Kong
Fax : (852) 3608 2938

According to the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

- (6) You also have the right, by writing to the Company's Corporate Data Protection Officer at the address or fax number provided in paragraph (5) of this Statement, to request for the Company's policies and practices in relation to personal data and to be informed of the kinds of personal data held by the Company.
- (7) The Company keeps your personal data only for a period reasonably necessary for any of the above purposes or as prescribed by the applicable laws or regulations.
- (8) Should you have any query with this Statement, please do not hesitate to contact our Customer Service Hotline at 3608 2988.
- (9) Nothing in this Statement shall limit the rights of the customers under the Ordinance.
- (10) The Company retains the right to change this Statement.

April 2013

Issued by Blue Cross (Asia-Pacific) Insurance Limited, a member of the BEA Group

Blue Cross (Asia-Pacific) Insurance Limited 藍十字 (亞太) 保險有限公司

29/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong
Tel 電話 : 3608 2888 Fax 傳真 : 3608 2938 www.bluecross.com.hk

香港九龍觀塘道418號創紀之城5期東亞銀行中心29樓