



**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

Fax 傳真：3608 2989 E-mail 電郵：cs@bluecross.com.hk

# TravelSafe Plus 旅遊寶

## Terms and Conditions 條款及細則

Please read these terms and conditions carefully.  
Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢，請致電客戶服務熱線。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of The Bank of East Asia, Limited and a member of the BEA Group. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字(亞太)保險有限公司乃東亞銀行有限公司之子公司及東亞銀行集團成員，與 Blue Cross and Blue Shield Association 及其任何相關聯機構或許可證持有人並無任何關係。

**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





## TERMS AND CONDITIONS FOR TRAVELSAFE PLUS

### INSURING CLAUSE

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

1. this Policy and any endorsement attached to this Policy shall be read together as one contract;
2. the application, proposal (if applicable) and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
3. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the 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; and
5. the due observance of the Terms, Conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by every Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

### TERRITORIAL SCOPE OF INSURANCE COVER

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

1. If the "Global Cruise", "Global Diamond", or "Global Gold" plan is selected by the Policyholder, the Company will cover any Journey an Insured Person makes to any other countries from Hong Kong.
2. If the "China Basic" plan is selected by the Policyholder, the Company will cover any Journey an Insured Person makes to China or the Macao Special Administrative Region of the People's Republic of China ("Macau") from Hong Kong.

### DEFINITIONS

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

1. **"Accident"** shall mean an event occurring entirely beyond one's control and caused by violent, external and visible means.
2. **"Act of Terrorist"** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. **"Age"** shall mean the age 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, excluding Hong Kong and Macau.
5. **"Chinese Medicine Practitioner"** shall mean a Chinese medicine practitioner who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong), but in no circumstance shall include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or the Insured Person.
6. **"Close Business Partner"** shall mean a business associate that has a share in the Insured Person's business.
7. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
8. **"Compulsory Quarantine"** shall mean a compulsory quarantine in a Hospital or at a specific place appointed by the government.
9. **"Eligible Expenses"** shall mean those medical expenses necessitated by an Injury or a Sickness covered by this Policy and incurred on the recommendation of a Physician but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
10. **"Fractured Leg or Patella with Established Non-union"** shall mean a complete break into 2 or more pieces of the patella or leg bone and the broken leg does not mend properly and function normally. This condition will last for the remainder of life of the Insured Person.
11. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
12. **"Hospital"** shall mean an establishment, duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed patients, having all of the following:
  - a) facilities for diagnostic procedures and surgery;
  - b) 24-hour nursing services rendered by registered nurses; and
  - c) supervision of a Physician;
 and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
13. **"Hospital Confinement"** or **"Confined"** shall mean the status of staying in a Hospital as an in-patient for medical treatment upon the recommendation of a Physician for a minimum continuous period of 24 hours prior to discharge.
14. **"Household Contents"** shall mean all of 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.
15. **"Immediate Family Member"** shall mean a person's Spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.
16. **"Infectious Disease"** shall mean any kind of infectious disease for which a pandemic alert is issued by the World Health Organisation.
17. **"Injury"** shall mean any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) occasions the death of a person within 12 calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
18. **"Insured Person"** shall mean any person named as an "Insured Person" in the certificate of insurance or the subsequent endorsement to this Policy.
19. **"Journey"** shall mean the trip taken by an Insured Person, which shall commence when the Insured Person completes the immigration departure clearance procedure at Hong Kong on or after the commencement date of the Period of Insurance specified in the certificate of insurance for the purpose of commencing such trip and ends (a) on the last day of the Period of Insurance specified in the certificate of insurance or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to Hong Kong after such trip, whichever is earlier.
20. **"Loss of Hearing"** shall mean the total and irrecoverable loss of hearing for all sounds of both ears at above 80dB measured as follows:  
 $1/6 \text{ of } (a+b+c+d) > 80\text{dB}$   
 where:  
 a = hearing loss at 500 Hertz  
 b = hearing loss at 1,000 Hertz  
 c = hearing loss at 2,000 Hertz  
 d = hearing loss at 4,000 Hertz  
 and a, b, c and d is expressed in units of decibel (dB).

21. **"Loss of Limb"** shall mean the permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
22. **"Loss of Sight"** shall mean the entire, permanent and irrecoverable loss of sight.
23. **"Loss of Speech"** shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveolopalatal sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
24. **"Loss of Thumb, Finger or Toe"** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints of the thumb, finger or toe.
25. **"Loss of Use"** shall mean a total functional disablement.
26. **"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.
27. **"Period of Insurance"** shall mean the period of time specified in the certificate of insurance during which this Policy is effective.
28. **"Permanent Total Disablement"** shall mean a total disablement caused by an Accident that prevents an Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks and is certified by a Physician acceptable to the Company at the expiration of the said period to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that such condition is beyond any hope of improvement. Upon certification by a Physician, a Permanent Total Disablement shall be deemed to have commenced on the first day of the said 52-week period.
29. **"Physician"** shall mean a medical practitioner who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing, and (ii) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to the Insured Person, but in no circumstance shall include the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or the Insured Person(s).
30. **"Policy"** shall mean and refer to the entire policy contract among the Policyholder, the Insured Person(s) and the Company including these Terms and Conditions, the Schedule of Benefits, the certificate of insurance issued hereunder and any endorsements thereto together with the application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person(s) or his/her authorised representatives.
31. **"Policyholder"** shall mean the person named as certificate holder in the certificate of insurance or as "Policyholder" in the subsequent endorsement to this Policy.
32. **"Port of Disembarkation"** shall mean the port at which a passenger leaves the cruise ship for the purpose of ending the cruise tour.
33. **"Prescribed Medicines and Drugs"** shall mean any medicine or drug for which a Physician's prescription has been issued and has been dispensed in a Physician's clinic or by a licensed pharmacist in respect of treatment covered under this Policy.
34. **"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.
35. **"Schedule of Benefits"** shall mean a schedule of benefits incorporated in this Policy, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.
36. **"Serious Bodily Injury"** or **"Serious Sickness"** shall mean an Injury or Sickness which requires treatment by a Physician, and which condition is certified by a Physician as being dangerous to life. Where an Insured Person or a Travel Companion is concerned, the Physician shall also certify that he is unfit to travel or continue with the Journey.
37. **"Sickness"** shall mean a condition marked by a deviation from the normal healthy state of human being.
38. **"Spouse"**, in relation to a married person, shall mean the husband or wife of that person by a lawful marriage.
39. **"Travel Companion"** shall mean the person travelling with an Insured Person for the whole Journey.

### POLICY BENEFITS

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

#### SECTION 1 Medical Expenses Benefit

##### 1.1 Medical Expenses during the Journey

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

**Room and Board** — Where Eligible Expenses for hospitalisation are payable under this 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 after his return from the Journey for the continuation of medical treatment by a Physician, **provided that** (i) Hong Kong is the final destination of the Journey and (ii) the medical treatment for such Injury or Sickness has first been sought from a Physician during the Journey.

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

##### 1.3 Trauma Counselling

In the event that the Insured Person is diagnosed as suffering from a post-traumatic stress disorder (notwithstanding General Exclusion 3(e)) by a Physician as a direct result of his being a victim or eyewitness 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 after the Insured Person's return from the Journey.

Notwithstanding anything to the contrary, in respect of an Insured Person who is over 70 years of Age, the maximum amount of benefit payable under this section shall be limited to 50% of the benefit limit applicable to the "Medical Expenses" Benefit stated in the Schedule of Benefits of this Policy.

#### Exclusions Applicable to Section 1

The Company shall not be liable for:

1. any expenses related to the additional cost of a single or private room at Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment;
2. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and medical equipment, appliances and accessories;

3. any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms) (not applicable to Section 1.3 (*Trauma Counselling*));
4. any expenses related to (i) treatment or services undertaken without the recommendation of a Physician; (ii) routine physical examinations or (iii) health check-ups not incidental to the treatment or diagnosis of a suspected Injury or Sickness sustained during the Journey;
5. any medical expenses incurred 180 days after the date on which the Injury or Sickness is sustained or contracted; or
6. any medical expenses related to travel taken contrary to the advice of a medical practitioner or 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

**Provided that** the "Medical Expenses" benefit under Section 1.1 is payable, the Company will also 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 after his return to Hong Kong for reason of being suspected of suffering from or confirmed to have infected with an Infectious Disease.

### Exclusions Applicable to Section 2

The Company shall not be liable under this section:

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; or
3. if the confinement or quarantine period is less than a continuous period of 24 hours.

## 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 to Hong Kong

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

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

### 3.3 Hospital Deposit Guarantee

The Company will guarantee or provide hospital admission deposit to the Hospital on behalf of the Insured Person, **provided that** (i) any payment made hereunder shall be deducted from the "Medical Expenses" Benefit payable under Section 1 of this Policy and (ii) the Policyholder and/or the Insured Person must repay the Company any hospital admission deposit which cannot be offset by the benefit payable within the period of time requested by the Company.

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

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

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

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

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

### 3.5 Return of Unattended Dependent Children

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

### 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 Hong Kong.

### 3.7 Burial and Funeral Expenses

The Company will reimburse the burial and funeral expenses reasonably incurred during the Journey or within 180 days of the end of the Journey for the necessary burial and funeral formalities if the Insured Person passes away as a result of Serious Bodily Injury or Serious Sickness suffered during the Journey.

### 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 the "24-hour Worldwide Emergency Aid" hotline.

### 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 (except for expenses under sub-clause 3.7 (*Burial and Funeral Expenses*)); or
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 section (including but not limited to the emergency assistance provider, physicians, and hospitals) (the "Service Providers") are not employees, agents or servants of the Company. Accordingly, the Service Providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the Service Providers.
2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. The Company and the Service Providers shall not be held responsible for any failure to provide the "24-hour Worldwide Emergency Aid" services and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather condition, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event shall the Company be liable under this section or in the course of the provision of the "24-hour Worldwide Emergency Aid" services, for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. The Company may cancel this "24-hour Worldwide Emergency Aid" services by giving 30 days' prior notice to the Policyholder or Insured Person at the address last known to the Company.
6. The use of the "24-hour Worldwide Emergency Aid" services is of the Insured Person's own accord. The Company shall not be liable for any loss or liabilities arising from such use.

## SECTION 4 Personal Accident Benefit

The Company will pay the benefits in Section 4.1 (*Accident on Public Conveyance*) and 4.2 (*Other Accidents*) below according to the table of benefits as shown in this section (the "Table of Benefits") in the event that an Accident during the Journey results in the death or any Permanent Disablement of an Insured Person as listed in the Table of Benefits within 12 months from the date of the Accident, **provided that** the maximum limit for the benefits under Section 4.1 and Section 4.2 for an Insured Person under the Age of 18 or over the Age of 70 shall be HK\$300,000 and HK\$150,000 respectively.

### 4.1 Accident on Public Conveyance

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

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

### 4.2 Other Accidents

The Company will pay this benefit according to the limit for each insured event set out in the Table of Benefits if an accident, other than an accident covered under Section 4.1 (*Accident on Public Conveyance*) above, occurs resulting in any insured event set out in the Table of Benefits.

**For the avoidance of doubt, a claim can only be made under either Section 4.1 (Accident on Public Conveyance) or Section 4.2 (Other Accidents) in respect of the same accident.**

## Table of Benefits

Insured Events	Benefit Limit for Each Insured Event*
1. Accidental death	100%
2. Permanent disablement (2.1 to 2.18)	
2.1 Permanent Total Disablement	100%
2.2 Permanent and incurable paralysis of all limbs	100%
2.3 Permanent total Loss of Sight of both eyes	100%
2.4 Permanent total Loss of Sight of one eye	50%
2.5 Loss of or permanent total Loss of Use of two Limbs	100%
2.6 Loss of or permanent total Loss of Use of one Limb	50%
2.7 Permanent total Loss of Speech and Hearing	100%
2.8 Permanent total Loss of Hearing in	
a) both ears	75%
b) one ear	15%
2.9 Permanent total Loss of Speech	50%
2.10 Permanent total loss of the lens of one eye	30%
2.11 Removal of the lower jaw by surgical operation	30%
2.12 Loss of or permanent total Loss of Use of Thumb and four Fingers of	
a) right hand	70%
b) left hand	50%
2.13 Loss of or permanent total Loss of Use of four Fingers of	
a) right hand	40%
b) left hand	30%
2.14 Loss of or permanent total Loss of Use of one Thumb as particularised below:	
a) both right joints	30%
b) one right joint	15%
c) both left joints	20%
d) one left joint	10%
2.15 Loss of or permanent total Loss of Use of a Finger as particularised below:	
a) three right joints	10%
b) two right joints	7.5%
c) one right joint	5%
d) three left joints	7.5%
e) two left joints	5%
f) one left joint	2%
(In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 2.12 to 2.15 shall be reversed.)	
2.16 Loss of or permanent total Loss of Use of Toes as particularised below:	
a) all toes of one foot	15%
b) both joints of a great toe	5%
c) one joint of a great toe	3%
d) each toe other than a great toe	2%
2.17 Fractured Leg or Patella with Established Non-Union	10%
2.18 Shortening of leg by at least 5 cm	7.5%

\*The benefit limit is a percentage of the applicable maximum limit of the "Personal Accident" Benefit as set out in the Schedule of Benefits of this Policy.

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

1. The total benefit payable under this section shall not exceed 100% of the maximum limit payable for Section 4.1 (*Accident on Public Conveyance*) regardless of the number of insured event occurred to the Insured Person during the Journey.
2. The total benefit payable under this section in respect of Injury to more than one portion of a limb or body part during a Journey shall not exceed the benefit limit payable in respect of the whole of that limb or body part.
3. For the avoidance of doubt, if benefit under this section is payable for an insured event in respect of permanent disablement occurred to a body part, no other benefits shall be payable in respect of such permanent disablement under this section.

#### Extension of "Personal Accident" Benefit

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

- a) from his residence or regular place of employment in Hong Kong to the immigration departure clearance control point within 3 hours prior to the scheduled time of departure of the arranged Public Conveyance for the purpose of commencing the Journey (notwithstanding that the Period of Insurance has yet to commence); or
- b) from the immigration arrival clearance control point to his residence or regular place of employment in Hong Kong within 3 hours of the scheduled time of arrival of the arranged Public Conveyance upon completion of the Journey (notwithstanding that the Period of Insurance has expired so long as the arrival falls within the 10-day automatic extension period of this Policy on account of any unavoidable delay as stipulated in General Condition 3 below).

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

#### Exclusion Applicable to Section 4

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

#### SECTION 5 Major Burns Benefit

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

#### SECTION 6 Trip Cancellation Benefit

The Company will reimburse the deposits or any payment made in advance for an Insured Person's travel tickets, accommodation expenses, tour package or admission tickets to any major sporting event, musical, concert, museum or theme park (collectively the "Travel Arrangement") which are forfeited and irrecoverable from the relevant parties upon cancellation of the Journey prior to departure from Hong Kong as a direct result of the following events:

1. death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member, Close Business Partner or Travel Companion\*;
2. duty to comply with a witness summons, jury service or compulsory quarantine;
3. natural disaster, Infectious Disease, unanticipated outbreak of industrial action involving the arranged Public Conveyance, Act of Terrorist, riot or civil commotion (notwithstanding General Exclusion 3(c)) occurred at the planned destination of the Journey within 7 days before the scheduled departure date of the Journey which prevents the Insured Person from commencing the Journey; or
4. severe damage to the Insured Person's principal home in Hong Kong arising from fire or flood occurred within 10 days before the scheduled departure date of the Journey.

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

1. With respect to the events prescribed in sub-paragraphs 1 to 4 above, this benefit is payable only if the relevant event takes place 24 hours after the issue of this Policy.
2. With respect to the events prescribed in sub-paragraphs 1 and 2 above, this benefit is payable only if the relevant event takes place within 90 days prior to the commencement date of the Period of Insurance and an order or notice of compliance is issued to the Insured Person 24 hours after the issue of this Policy.
3. The Insured Person shall surrender all of his original unused travel and admission 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 arising from death, Serious Bodily Injury or Serious Sickness of a Travel Companion if for the purpose of Journey, he is a travel agent or tour escort or tour leader or tour organiser for remuneration; or
2. any loss arising from the failure to notify the travel agent or provider of the transport or accommodation services immediately after cancellation of the Journey as a result of the events prescribed under this section.

\*Save for exclusion (1) of this section, "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 Trip Re-arrangement Benefit

##### 7.1 Trip Curtailment

If, and only if, as a direct result of the following events, the Journey is interrupted and curtailed after its commencement and an Insured Person is inevitably required to return to Hong Kong, the Company shall pay the benefit under this section:

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

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

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

##### 7.2 Re-routing

On the condition that the Insured Person has confirmed the itinerary before the commencement of the Journey and the Journey has to be re-routed after its commencement as a direct result of adverse weather condition, natural disaster, Infectious Disease, unanticipated outbreak of industrial action involving the arranged Public Conveyance, Act of Terrorist, riot or civil commotion (notwithstanding General Exclusion 3(c)), which prevents the Insured Person from continuing his original itinerary, the Company will

reimburse the additional travelling and accommodation expenses (less any prepaid expenses of unused accommodation recovered from the relevant accommodation providers) reasonably and inevitably incurred by the Insured Person solely for the purpose of continuing his Journey to the original planned destination, **provided that:**

- (i) the Insured Person shall have secured a confirmed advanced booking of travel tickets and accommodation prior to the Journey; and
- (ii) the Insured Person shall surrender any original unused portion of travel tickets to the Company if they are no longer valid for travel.

**For the avoidance of doubt, a claim can only be made once under either Section 7.1 (Trip Curtailment) or Section 7.2 (Re-routing) in respect of the same cause. The total benefit payable under Section 7.1 (Trip Curtailment) and Section 7.2 (Re-routing) shall not exceed 100% of the maximum limit payable for Section 7 "Trip Re-arrangement" Benefit.**

#### 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 a 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 operation of an aircraft, a mechanical propelled vehicle or vessel by a Travel Companion or a tour member; or
3. any loss arising from the failure to give immediate notice to the travel agent or provider of the transport or accommodation services of the curtailment of the Journey as a result of the events prescribed under this section.

\*Save for exclusions (1) and (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 Sections 8.1.1 (*Cash Allowance*), 8.1.2 (*Additional Travel Expenses*) or 8.1.3 (*Cancellation of Journey*) stated below in the event that the arranged Public Conveyance, in relation to the scheduled time of departure or arrival, is delayed by the respective length of time specified below due to adverse weather condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 3(c)), Act of Terrorist, closure of the airport, hijack or mechanical breakdown of the arranged Public Conveyance (each a "Covered Delay").

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

In the event that the arranged Public Conveyance for commencing the Journey is cancelled or delayed due to mechanical breakdown and the provider of such arranged Public Conveyance is unable to provide the Insured Person with an alternative transportation, a claim can only be made once under this Section 8 for either the Cash Allowance Benefit under Section 8.1.1 or the Cancellation of Journey Benefit under Section 8.1.3 in respect of the same cause. No Additional Travel Expenses Benefit under Section 8.1.2 shall be payable in such circumstances.

##### 8.1.1 Cash Allowance

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

##### 8.1.2 Additional Travel Expenses

- a) Public Conveyance Expenses for Delayed Departure

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

- b) Overseas Accommodation Cost

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

- i) a Covered Delay of 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 a Covered Delay.

##### 8.1.3 Cancellation of Journey

In the event that the scheduled departure time of the arranged 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 payment made in advance for the travel tickets, accommodation or tour packages which are forfeited and irrecoverable from the relevant parties, **provided that:**

- i) such delay is a Covered Delay;
- ii) the Insured Person shall surrender all of his original unused travel tickets 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 – Winding-up of Airline

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

#### Exclusions Applicable to Section 8

The Company shall not be liable for:

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

**For the avoidance of doubt, in case where the Insured Person is eligible to make a claim under both Section 7 "Trip Re-arrangement" Benefit and Section 8 "Travel Delay" Benefit in respect of the same cause, the Company will only pay the benefit of a higher payable amount.**

#### SECTION 9 Baggage Delay Benefit

The Company will pay a cash allowance if an Insured Person's baggage has been misdirected or delayed by the 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 for:

1. any delay which is caused by detention or confiscation by customs or other law enforcing officials;

- any loss of baggage which is covered under Section 10 "Baggage" Benefit below;
- any loss which occurs after the Insured Person has returned to Hong Kong or reached his final destination; or
- any of the Insured Person's baggage, souvenir or any other item which is either separately mailed or shipped by the Insured Person, or intentionally arranged to be carried by a Public Conveyance other than the one the Insured Person is on board.

#### SECTION 10 Baggage Benefit

A Baggage Benefit is payable if the personal properties owned by an Insured Person, including tablet computers (of screen size 7 inches or above measured diagonally) and laptop computers but excluding Money (the "Baggage and Item"), are lost, physically broken or damaged during the Journey as a direct result of theft, robbery, burglary, accident or mishandling by carriers. The Company will pay, at its option, the loss or damage up to the benefit limit, or the reasonable cost of repair or replacement of the lost or damaged Baggage and Item (less depreciation in value, if applicable, and such depreciation shall be applied at the sole discretion of the Company) up to the benefit limit under this section, **provided that:**

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

#### Exclusions Applicable to Section 10

The Company shall not be liable for:

- loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
- loss of or damage to Money, negotiable instruments, bonds or securities, deeds, credit cards, stored-value devices (such as Octopus cards and other prepaid electronic tickets) and other instruments of payment or documents of any kind, passports, visas, and transportation, accommodation or any other travel vouchers or coupons;
- loss of or damage to the following properties: pager, mobile phone (including smartphone and personal digital assistant (PDA) phone) and its software and accessories, computer software and accessories, fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff, business merchandises or samples, motorcycles, bicycles and any other conveyance, household furniture, jewellery and watches (unless the loss of jewellery and watches takes place while they are being worn by the Insured Person or stored in a hotel safety deposit box);
- 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;
- loss of or damage to any Baggage and Item that is left behind or unattended in a Public Conveyance or vehicle of any other kind or in a public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such Baggage and Item;
- loss of or damage to the Insured Person's Baggage and Item or souvenir which is either separately mailed or shipped by the Insured Person, or intentionally arranged to be carried by a Public Conveyance other than the one the Insured Person is on board;
- any unexplained loss or mysterious disappearance of the Baggage and Item;
- loss of or damage to any Baggage and Item while in the custody of a carrier, unless the Insured Person reports immediately in writing to the carrier, or in the event that the carrier is an individual to his employer, within 24 hours upon discovery, who must acknowledge receipt of such report and, in the event of loss or damage occurred on an airline flight, a "Property Irregularity Report" must be obtained;
- any loss not reported to the local police within 24 hours upon discovery of loss; or
- 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 an Insured Person's travel document and/or travel pass as a direct result of theft, robbery, burglary or accidental loss during the Journey.

The Company will reimburse the Insured Person for:

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

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

#### Exclusions Applicable to Section 11

The Company shall not be liable for:

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

#### SECTION 12 Personal Money Benefit

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

#### Exclusions Applicable to Section 12

The Company shall not be liable for:

- any loss which the Insured Person has failed to report to the police within 24 hours or as soon as practicable upon discovery of such loss;
- any loss of travellers cheques not immediately reported to the local branch or agent of the issuing body;
- any loss or shortages of personal money arising due to an error or omission of any third party, any fluctuation in any rate of currency exchange, devaluation, or confiscation by any governmental authorities of any kind;
- any loss contributed to by the Insured Person in leaving the personal money unattended in a public place;
- any loss occurring to an Insured Person below the Age of 10; or
- any loss of personal money not belonging to but being carried by the Insured Person.

#### Extension of Cover in Sections 11 and 12 — Emergency Cash Assistance in China

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

- prior approval of the Company has to be obtained before any emergency cash under this section or other assistance under this section will be provided;
- 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;
- the emergency cash as approved shall be drawn from **The Bank of East Asia (China) Limited** within 3 business days after approval;
- 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 Section 11 "Loss of Travel Documents" Benefit or Section 12 "Personal Money" Benefit as the case may be or (ii) the applicable limit of the relevant benefit. For the avoidance of doubt, this is only an extension of the "Loss of Travel Documents" Benefit under Section 11 or the "Personal Money" Benefit under Section 12. The Insured Person can only claim for this "Emergency Cash Assistance in China" benefit once during the Period of Insurance; and
- any payment made under this Extension of Cover shall be deducted from the amount of benefit payable under Section 11 "Loss of Travel Documents" Benefit or Section 12 "Personal Money" Benefit as the case may be.

#### SECTION 13 Loss of Home Contents Benefit

The cost of replacement or repair of an 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 occurred at the Insured Person's principal home in Hong Kong (the "Home") while it is unoccupied during the Journey. A burglary must be evidenced by visible marks of force or violence on the exterior of or inside the premises.

#### Exclusions Applicable to Section 13

The Company shall not be liable for:

- any loss or damage due to use of any key or duplicate thereof to gain access to the Home whether or not the key belongs to the Insured Person; or
- any loss or damage caused or facilitated by the recklessness 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 an Insured Person incurs legal liability to a third party (inclusive of legal costs and expenses) for:

- accidental bodily injury to a third party; or
  - accidental loss of or damage to third party's property,
- as a direct result of the Insured Person's negligence towards the third party during the Journey, **provided that** written immediate notice of the event giving rise to legal liability on the part of the Insured Person is given to the Company.

#### Exclusions Applicable to Section 14

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

- 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;
- in respect of loss of or damage to properties belonging to or in the care, custody or control of any Insured Person;
- arising directly or indirectly from:
  - employers' liability, contractual liability or liability to the Immediate Family Members of the Insured Person;
  - pursuit of a trade business or profession;
  - ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
  - ownership, possession, hire, use or operation of vehicles, aircraft, watercraft or weapons;
  - legal costs or penalties resulting from any criminal proceedings; or
  - bailment, contractual licences or conveyances of real estate or personal property.

#### SECTION 15 Credit Card Protection Benefit

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

#### Exclusion 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 an 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, on a one-off basis, the bar expenses incurred on the same day at the same golf course on account of the 'hole-in-one'.

#### Exclusions Applicable to Section 16

The Company shall not be liable if:

- the Insured Person is below the Age of 18; or
- the Insured Person is a professional golfer.

#### SECTION 17 Rental Vehicle Excess Protection Benefit

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

- the vehicle is hired from a registered vehicle rental company and a motor vehicle insurance policy providing coverage on the hired vehicle during the rental period is taken out by the Insured Person;
- the Insured Person is nominated as a driver in the rental agreement;
- the hired vehicle is driven by the Insured Person at the relevant time when the car accident occurs;
- the Insured Person is duly licensed to drive in the country where the car accident occurs; and
- all the terms and conditions of the rental agreement and those of the applicable motor vehicle insurance are duly complied with.

#### Exclusions Applicable to Section 17

The Company shall not be liable for:

- any loss sustained while the Insured Person is under the influence of alcohol or drugs at the time when he is in control of the hired vehicle during the rental period;
- any loss owing to illegal or unlawful use of the hired vehicle by the Insured Person during the rental period; or
- any other liability.

**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, motorcycles and any vehicle with 9 seats or above.**

**SECTION 18 Cruise Cancellation and Interruption Benefit****18.1 Cruise Cancellation**

The Company will reimburse an Insured Person the deposits or any payment made in advance for the cruise tour which are forfeited and irrecoverable from the relevant parties upon cancellation of the cruise tour by the Insured Person as a direct result of the following events:

- a) the port of call of the cruise tour is changed by the cruise company within 7 days before the scheduled departure date of the cruise tour due to adverse weather condition; or
- b) the 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 condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 3(c)), Act of Terrorist, hijack or mechanical breakdown of the arranged Public Conveyance during the Journey, **provided that** such delay must be the direct cause of the Insured Person's failure to board the cruise at the designated boarding port.

**18.2 Cruise Interruption**

The Company will pay the benefits under this subsection in the event that the Public Conveyance in which an 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 condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 3(c)), Act of Terrorist, hijack or mechanical breakdown of the arranged Public Conveyance during the Journey, **provided that** such delay must be the direct cause of the Insured Person's failure to board the cruise at the designated boarding port.

**a) Additional Travel Expenses**

The Company will pay for the additional travelling expenses reasonably and inevitably incurred by the Insured Person for travelling from the port of departure to the next scheduled port of call specified in the original itinerary to catch up with the cruise tour as a result of the delay.

**b) Cash Allowance**

A daily cash allowance will be paid for each complete day (i.e. a continuous period of 24 hours) from the day the Insured Person has missed the port of departure until the day the Insured Person boards the cruise ship at the next scheduled port of call specified in the original itinerary.

*If a claim is paid under Section 18.1 (Cruise Cancellation), no further benefits shall be payable under Section 18.2 (Cruise Interruption). Should a loss arise for which a claim under Section 18 is payable, no further claims shall be payable under Section 6 "Trip Cancellation" Benefit and Section 7 "Trip Re-arrangement" Benefit of this Policy in respect of the same loss.*

**SECTION 19 Post-Departure Cruise Benefit**

After commencement of the cruise tour, the benefits below will be payable in accordance with the following provisions:

**19.1 Shore Excursion Cancellation**

The Company will reimburse the Insured Person the deposits or any payment made in advance for any shore excursion tour organised by any licensed parties which are forfeited and irrecoverable from the relevant parties upon cancellation of the shore excursion as a direct result of the following events, except any shore excursion tour that commences at the scheduled Port of Disembarkation:

1. Serious Bodily Injury or Serious Sickness suffered by the Insured Person or his Travel Companion or;
2. adverse weather condition, natural disaster, Infectious Disease, unanticipated outbreak of industrial action, riot or civil commotion (notwithstanding General Exclusion 3(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 Missed Ports of Call Boarding after Shore Excursion**

The Company will, as a direct result of the following events, reimburse the additional travelling expenses not exceeding the cost of an economy class fare and the accommodation expenses which are reasonably and inevitably incurred by the Insured Person for travelling to the next scheduled port of call specified in the itinerary if the Insured Person fails to board the cruise ship by the scheduled time of departure at the relevant port of call after a shore excursion tour:

1. any serious traffic accident, adverse weather condition, natural disaster, Infectious Disease, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 3(c)) or Act of Terrorist at the shore excursion destination and/or the relevant port of call;
2. Serious Bodily Injury or Serious Sickness of the Insured Person or his Travel Companion during the shore excursion tour necessitating hospital confinement of the Insured Person or his Travel Companion at the time when the cruise ship departs at the relevant port as scheduled.

**19.3 Cash Allowance for Arrival Delay at Final Destination**

The Company will pay a cash allowance in the event that the actual time of arrival of the cruise ship at its final destination is delayed by at least 12 consecutive hours counting from the scheduled time of arrival specified in the original itinerary due to adverse weather condition, natural disaster or mechanical breakdown of the cruise ship.

**19.4 Satellite Phone Expenses**

The Company will indemnify the Insured Person for the 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 shall suffer from 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 Hong Kong following such interruption.

**Exclusions Applicable to the Cruise Benefits — Sections 18 and 19**

The Company shall not be liable for:

1. any loss arising from any circumstances leading to the relevant delay, cancellation 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 agent, tour operator, cruise company, and/or other provider of any service forming part of the original itinerary of the Journey;
3. any loss arising from any circumstances where the Insured Person fails to timely notify the travel agent, tour operator, cruise 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 the 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 arranged Public Conveyance);
5. any travel delay arising from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider or cruise company;
6. any loss in relation to alterations to the original itinerary which is not accepted by the airline, travel agent, cruise company, or other relevant organisations before commencement of the relevant shore excursion tour;
7. any expenses incurred for the 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; or
8. any loss in respect of which a claim under Section 8.1 (Delay Coverage) of this Policy is payable.

**GENERAL EXCLUSIONS**

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

1. where the loss, costs or expenses are recoverable from government program, travel agent, airline, cruise company, Public Conveyance providers, any providers of travel accommodation and transport arrangements or other insurance (whether such other insurance is stated to be primary, contributory,

excess, contingent or otherwise), the Insured Person shall first make a claim against such other party and/or insurance and submit to the Company the proof of such claim, which shall be conditions precedent to any liability of the Company under this Policy to pay any balance of the claim not recoverable from such other source and/or insurance (not applicable to Section 2 "Overseas Hospital or Quarantine Cash Allowance" Benefit and Section 4 "Personal Accident" Benefit of this Policy);

2. any loss if the Journey commences outside of Hong Kong;
3. loss arising from a direct or indirect consequence of:
  - a) any pre-existing, 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 willful, 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) accidents to an Insured Person whilst engaging in any sport or game in a professional capacity where the Insured Person would or could earn income or remuneration from engaging in such sport or game or racing of any kind (other than on foot) or any competition;
  - h) accidents to the Insured Person whilst engaging in any kind of manual labour work whether for business or leisure, hazardous offshore activities including commercial diving, oil rigging, mining, handling of explosives, site working, stunt works and aerial photography;
  - i) trekking at an altitude limit greater than 5,000 metres above sea level or diving to a depth greater than 30 metres below sea level;
  - j) any loss due to medical or physical conditions or other circumstances affecting the Insured Person or his Immediate Family Member, Travel Companion or Close Business Partner which (i) has existed before the issue date of this Policy and (ii) has presented signs or symptoms of which the Insured Person is or should reasonably have been aware of;
  - k) any activity or involvement of the Insured Person in the air unless the Insured Person is at the relevant time (i) travelling as a fare paying passenger in a licensed aircraft operated by a recognised airline, or (ii) participating in such activity where the maneuver or navigation of such activity is managed and controlled by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorised by the relevant local authority. For the purpose of this exclusion (k), subsection (ii) shall not cover any activities involving power driven flying machines including but not limited to helicopter, tilt rotor and self-launching motor glider; or
  - l) save as provided in (a) to (k) above, any loss which is indirect and consequential in nature.

**GENERAL CONDITIONS****1. Interpretation –**

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

**2. Non-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 coverage of this Policy will be automatically extended for a maximum period of 10 days if, owing to an unexpected reason or condition entirely beyond the Insured Person's control and independent of any other cause, the Insured Person's Journey as scheduled prior to his departure is unavoidably delayed which prevents him from returning to Hong Kong within the Period of Insurance. The extension will terminate at the expiry of the extended period of this Policy or on the date when the reason or condition causing the delay ceases to exist, whichever is earlier.

**4. No Direct Billing** – There is no direct billing under this Policy except the billing service arranged through the "24-hour Worldwide Emergency Aid" with the approval of the Company.

**5. Age Limit of the Insured Person** – Anyone who is at the Age of 6 weeks or above is eligible to enrol in this Policy **provided that** any child under the Age of 18 must obtain the consent of his parents or legal guardian in order to be insured under this Policy. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance of this Policy.

**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 this Policy, the Policyholder and/or the Insured Person shall be liable for such excess. The Company can deduct the amount of the excess from any benefits payable and/or ask the Policyholder and/or the Insured Person to pay the excess.

**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 that Insured Person for the same Journey is limited to the maximum benefits payable under one of the policies which provides the highest amount of benefit in addition 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 clerical works only).

**10. Abandoned Claims** – If the Company disclaims liability for any claims under this Policy; and such claim has not been referred by the Policyholder and/or Insured Person to arbitration as described below within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

**11. Subrogation** – The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person(s) against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or Insured Person(s) shall fully cooperate with the Company in the recovery action.

**12. Suits Against Third Parties** – Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured Person(s) against any medical service provider or medical institution nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured Person(s) under the terms of this Policy.

**13. Arbitration** – Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

**14. Governing Law** – This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong.

**15. Severability** – If any provision of this Policy or any part thereof is held to be unenforceable, invalid or void for any reason, the enforceability and validity of the remaining part of that provision and the remaining provisions of this Policy shall, to the extent allowable, remain in full force and effect.

16. **Rights of Third Parties** – Any person or entity who is not a party to this Policy shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
  17. **Language** – The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.
  18. **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.
  19. **Clerical Error** – Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
6. Incomplete claim forms will be returned to the claimants and any insufficiency of supporting information or documentation will result in delays in processing the claims.
  7. No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by the Policy has been received by the Company.
  8. In the event that the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to a claim under this Policy shall be fully refunded by the Insured Person to the Company upon its demand.
  9. The Company will not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request for information from the Company and the claim will thereafter be deemed to be abandoned.

#### CLAIMS PROVISIONS

1. If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by an Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.
2. Notice of any claim must be given to the Company within 30 days of the expiry of this Policy (except otherwise provided in Section 14 "Personal Liability" Benefit).
3. All claims shall be made with supporting documents to the satisfaction of the Company at the Insured Person's own cost. In particular, the Company requires the following supporting documents:
  - a) **Proof of any Medical Condition and Expenses**
    - i) Written confirmation of the Insured Person's illness or injury from a qualified member of the medical or dental profession (including diagnosis, all relevant dates, circumstances of symptoms, treatment, prescription and length of confinement as an in-patient) (the "Medical Report"); and
    - ii) Invoices and original receipts issued by Hospital or other registered medical service providers.
  - b) **Proof of any Personal Accident and Death**
    - i) Medical Report;
    - ii) Death certificate and the relevant coroner's report; and
    - iii) Police report confirming details of the Accident.
  - c) **Proof of any Compulsory Quarantine**
    - i) Written confirmation from the government or relevant authority including details of the Compulsory Quarantine (such as the 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 (in cases of damage); and
    - v) Repair quotation showing the cause of damage or repairer's confirmation of irreparable damage (in cases of damage).
  - e) **Claims in relation to loss of Travel Documents and Travel Pass**
    - i) Police Report; and
    - ii) Invoices and original receipts issued by the issuing authority for the replacement of the travel document.
  - 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 Trip Cancellation, Trip Re-arrangement or Travel Delay**
    - i) With respect to the relevant travel arrangement, (i) the evidence of any prepaid and recovered expenses of unused travel tickets and accommodation of the original itinerary, and any used travel tickets and/or accommodation of the new route (for Section 7.2 (Re-routing) only); (ii) the written advice certifying the refund amount of deposit or prepaid fare; and (iii) 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 company confirming the date and time the Insured Person has boarded the cruise ship; and
    - vi) Documentary proof of the 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; and
    - ii) Invoices and original receipts of purchase.
  - j) **Proof of Hole-in-One and Bar Expenses**
    - i) Original "Hole-in-One" certificate authenticated by a recognised golf course; and
    - ii) Original receipts of the bar expenses issued by a recognised golf course.
  - k) **Proof of Satellite Phone Expense**
    - i) Invoice and confirmation from the telecommunications service provider including the relevant dates and the name of the 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; and
    - 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; and
    - iii) Immediate submission to the Company of all relevant documentation including but not limited to copies of the summons, court documents, solicitors' and other legal correspondence and letters of demand.
4. In the event of death of an Insured Person, any claims under this Policy shall be paid to the Insured Person's legal personal representative or the Insured Person's named beneficiary (if applicable).
5. The Company shall be entitled to decline to take over the conduct of defence of any third party claim if there has been a breach of the Policy terms and conditions.

#### Personal Information Collection Statement

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

Blue Cross (Asia-Pacific) Insurance Limited  
May 2016



## 「旅遊寶」條款及細則

### 保險條款

保單持有人、每名受保人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份合約；
2. 已填妥並交回本公司的申請表格、投保書（如適用）及聲明為本合約的依據，並視為已納入作本保單的一部分；
3. 本保單在保單持有人已全數繳交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；及
5. 每名受保人及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註；及其在申請表格、投保書及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

### 保障涵蓋的地區範圍

本保單內的所有保障受以下地區範圍規範：

1. 若保單持有人選擇「環球郵輪」、「環球藍鑽石」或「環球千足金」計劃，本公司將保障受保人由香港出發前往任何其他國家之旅程。
2. 若保單持有人選擇「中國基本」計劃，本公司將保障受保人由香港出發前往中國境內或中華人民共和國澳門特別行政區（「澳門」）之旅程。

### 釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. 「意外」指因暴力、外在及可見因素引致並且完全非當事人所能控制的事故。
2. 「恐怖主義活動」指任何個人或團體，無論單獨或代表任何機構或政府或與其相關之人士或團體，因政治、宗教、意識形態或其類似等目的，或懷著影響任何政府及/或引起公眾或任何部分公眾恐慌的意圖，包括但不限於利用武力或暴力及/或威嚇手段而作出的行為。
3. 「年齡」指受保人於受保期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，香港及澳門除外。
5. 「中醫」指任何根據《中醫藥條例》（香港法例第549章）於香港中醫藥管理委員會妥善註冊的中醫，惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及/或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
6. 「緊密業務夥伴」指於受保人的業務佔有股份的業務夥伴。
7. 「本公司」指藍十字（亞太）保險有限公司。
8. 「強制隔離」指於醫院或其他由政府指定的隔離地點進行的強制性隔離。
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」指膝蓋骨或腳骨完全折斷為兩截或以上，而折斷的腿部無法正確地縫合及正常活動。該情況在受保人餘生將一直持續。
11. 「香港」指中華人民共和國香港特別行政區。
12. 「醫院」指具備適當規模並已註冊為醫院，向患病及受傷人士提供收費留院護理及治療服務的場所，並須設有下述各項：
  - a) 診病及手術設施；
  - b) 由註冊護士提供24小時護理服務；及
  - c) 有醫生監督，而一般診所、酗酒或吸毒人士治療所、療養護理院或老人院，或同類機構，均非「醫院」。
13. 「住院」指按醫生建議需以住院病人身分留院最少連續24小時以接受治療。
14. 「家居物品」指受保人家中所有的傢俱、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。
15. 「直屬家庭成員」指就某相關人士而言，其配偶、子女、父母、兄弟姊妹、祖父母、孫、法定監護人或配偶的父母。
16. 「傳染病」指世界衛生組織發出大流行警報的任何種類傳染病。
17. 「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。
18. 「受保人」指於保險證明書或本保單附載的批註內列為受保人的人士。
19. 「旅程」指受保人參與之旅遊過程。旅遊過程由受保人於保險證明書上列明的受保期之起始日期或之後，在香港辦妥離境手續起開始，直至(a)保險證明書上列明的受保期之最後一天或(b)受保人於旅程後辦妥回港入境手續為止，以較早者為準。
20. 「喪失聽覺能力」指雙耳根據以下量度方式，於80分貝以上完全對所有聲音永久失聰並無法復原： $(a+b+c+d) \times 1/6$  高於80分貝而
  - a = 於500赫時之聽力損失
  - b = 於1,000赫時之聽力損失
  - c = 於2,000赫時之聽力損失
  - d = 於4,000赫時之聽力損失以及a、b、c及d均以分貝為單位。
21. 「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。
22. 「失明」指完全、永久和不可復原地喪失視力。
23. 「喪失語言能力」指無法發出說話所需的4種語言音中的3種，例如唇音、齒齶音、顎音及軟顎音，或聲帶完全喪失功能，或大腦控制說話的中樞受損，導致語言失能症。
24. 「喪失姆指、手指或腳趾」指姆指或手指之掌指關節或腳趾之跖趾關節以上的位置完全切斷。
25. 「喪失功能」指完全喪失有關功能。
26. 「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。
27. 「受保期」指保險證明書內所列的保單生效時期。
28. 「永久完全傷殘」指因發生意外而令受保人完全喪失能力，導致受保人持續至少52個星期不能從事其正常工作，並在上述時段終結時經本公司許可的醫生檢定證明該情況將令受保人永久完全失去任何從事有報酬工作的能力，而該狀況並無康復希望。經醫生證實後，永久完全傷殘將被視為由上述52個星期之首日開始。
29. 「醫生」指任何(i)根據《醫生註冊條例》（香港法例第161章）於香港醫務委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊，及(ii)在受保人接受治療當地獲合法授權從事西方醫學的內科/外科診療的西醫。惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及/或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
30. 「保單」指保單持有人、受保人與本公司之間的整份保單合約，包括本條款及細則、保

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附加於本保單的批註內列為保單持有人的人士。
32. 「離船港口」指乘客離開郵輪以結束其郵輪旅程之港口。
33. 「經醫生處方的藥物」指接受保範圍內的治療而言，由醫生處方，並經由醫生診所或由註冊藥劑師配發的藥物。
34. 「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。
35. 「保障項目表」指一份列明本保單各項保障的最高賠償額及分項賠償額上限，並構成本保單一部分的項目表。
36. 「嚴重身體受傷」或「嚴重疾病」指需接受醫生治療的傷患或疾病，並經醫生證實為有生命危險的身體狀況。當涉及受保人及其同行夥伴時，更須由醫生證明為不適合旅遊或繼續旅程。
37. 「疾病」指身體顯示出異於正常健康的狀況。
38. 「配偶」指就一名已婚人士而言，其在合法婚姻中的丈夫或妻子。
39. 「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額上限及分項賠償額上限，並受本保單之條款、條件及不保事項的條文約束。**

### 第一部分 「醫療費用」保障

#### 1.1 旅程期間醫療費用

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

**住院房間及膳食費用** — 住院房間及膳食費用的分項限額適用於於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合理地招致的膳食及一般護理服務的費用。

#### 1.2 回港覆診費用

於旅程期間，若受保人曾就傷患或疾病向醫生求診，本公司將賠償受保人結束旅程後返回香港起計90天內就該傷患或疾病於香港接受由醫生提供的延續治療所合理地招致的符合索償資格的費用。

**中醫治療費用** — 「回港覆診費用」保障包括接受由中醫於香港提供的治療，包括跌打及針灸。

#### 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、機械打劫、火災、爆炸、天然災難、劫掠或恐怖主義活動而被醫生診斷罹患創傷後壓力症（儘管一般不保事項第3(e)項另有規定），並需要接受精神科註冊醫生或註冊臨床心理學家提供的輔導服務，本公司將支付受保人於(i)旅程期間及/或(ii)結束旅程後返回香港起計90天內於香港接受有關輔導服務而合理地招致的任何必需的醫療開支。

儘管有其他規定，就年齡為70歲以上之受保人而言，本部分應付之最高賠償額將受限於載列於本保單之保障項目表之「醫療費用」保障的最高賠償額的50%。

### 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、視力或屈光矯正器材、隱形眼鏡、眼鏡或助聽器、義肢及有關醫療器材、裝置及附件的費用；
3. 任何有關精神或心理失常及精神或神經紊亂（包括任何初期徵兆或病徵）的費用（不適用於第1.3部分（**創傷輔導**））；
4. 有關(i)非由醫生建議的治療或服務、(ii)例行體格或健康檢查及(iii)非因受保人需治療或診斷於旅程期間懷疑遇上或感染的傷患或疾病而須作出的體格或健康檢查的費用；
5. 於受傷或患上疾病當日起計180天後的任何醫療費用；或
6. 任何由(i)有連醫生動告或建議的旅行或(ii)特為接受醫療或手術治療而作的旅程所招致的醫療費用。

### 第二部分 「海外住院或隔離現金津貼」保障

#### 2.1 海外住院現金津貼

在本公司須就第1.1部分支付「醫療費用」保障的前提下，如受保人於旅程期間住院，本公司將按住院日數（以每連續24小時作一天計）支付此現金津貼。

#### 2.2 強制隔離現金津貼

如受保人因疑似感染或確診患上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

就本部分而言，本公司將不負責賠償：

1. 任何家居隔離；
2. 若受保人已計劃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；或
3. 若住院或隔離時間少於連續24小時。

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

#### 3.1 緊急運送

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

#### 3.2 送返香港

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

有交通票據的等級。

任何有關是否需要將受保人送返香港的決定必須由主診醫生和本公司共同作出。

### 3.3 入院按金保證

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

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

### 3.4 額外交通及住宿費用（包括親屬探望）

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

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

- 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香港所合理地招致的額外住宿及交通費用。

### 3.6 遺體運送

本公司將支付運送受保人的遺體或骨灰返回香港所合理地招致的費用。

### 3.7 殮葬費用

如受保人因於旅程期間遇上嚴重身體受傷或患上嚴重疾病而不幸身故，本公司將支付在旅程期間或旅程完結後180天內合理地招致的殮葬費用。

### 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」熱線將就法律援助、傳譯及補領遺失旅遊證件或交通票據提供轉介服務。

### 適用於第三部分的不保事項

本公司不負責支付：

- 於遇上嚴重身體受傷或患上嚴重疾病180天後引致的任何費用（於第3.7項（殮葬費用）下之費用則除外）；或
- 本部分第3.1、3.2、3.3及3.6項下之保障，如受保人或其代表於事前沒有獲得本公司的預先批核。

#### 手續：

受保人或其代表可致電「24小時全球緊急援助」熱線，以尋求本部分載列之服務。

電話：(852) 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

- 就本部分下，所有提供服務予受保人的服務提供者（包括但不限於緊急援助服務商、醫生和醫院）（「服務提供者」）並非本公司的僱員、代理或員工，故其須以獨立身份承擔個別行為責任，而受保人並沒有就任何有關服務提供者提供的服務對本公司擁有追索權。
- 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、航班情況或因受制於當地法律或規管當局而導致未能或延遲提供「24小時全球緊急援助」服務而承擔責任。
- 本公司無須就本部分或因提供「24小時全球緊急援助」服務對任何直接、間接或衍生的損失、損害、成本、收費或支出承擔責任。
- 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遇上意外，而於意外發生後12個月內身故或蒙受載列於本分項之保障百分比表（「保障百分比表」）內之任何永久傷殘，本公司將按照保障百分比表作出以下第4.1部分（乘搭公共交通工具時發生意外）及第4.2部分（其他意外）之賠償，惟年齡為18歲以下或70歲以上之受保人於第4.1部分及第4.2部分所獲的最高總賠償額將分別不得超過30萬港元及15萬港元。

#### 4.1 乘搭公共交通工具時發生意外

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

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

#### 4.2 其他意外

如發生上述第4.1部分（乘搭公共交通工具時發生意外）未有涵蓋的意外而導致載列於保障百分比表內的任何受保事項，本公司將按照保障百分比表中該受保事項的相應賠償額作出賠償。

為免存疑，就相同意外只可於第4.1部分（乘搭公共交通工具時發生意外）或第4.2部分（其他意外）提出一次索償。

### 保障百分比表

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

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

### 此部分的保障受限於以下規定：

- 不論受保人於旅程期間蒙受多少項永久傷殘，本公司就本部分應支付的總賠償額將不超過第4.1部分（乘搭公共交通工具時發生意外）之最高賠償額的100%。
- 於受保期內，如某個肢體或身體部位之中多於一個部分受傷，根據本部分應支付的賠償總額將不可超過整個該肢體或身體部位受傷而支付的賠償限額。
- 為免存疑，如某個身體部位之永久傷殘可根據其中一項受保事項獲得賠償，本部分將不會就該永久傷殘作出其他賠償。

### 「個人意外」伸延保障

本部分之保障將伸延至任何引致受保人限於下述途中身故或蒙受永久傷殘之意外：

- 為開始旅程，受保人已安排乘搭的公共交通工具的預定起程時間前3小時內（儘管受保期尚未開始），從其香港的居所或慣常工作地點直接前往入境處辦事處管制站地點途中；或
- 旅程結束後，受保人已安排乘搭的公共交通工具的預定抵達時間後3小時內（儘管受保期已經屆滿，只要抵達時間屬下述一般條款第三項訂定的因不能避免的延誤所引致的10天自動延長保險期內），直接從入境處辦事處管制站地點前往其香港的居所或慣常工作地點。

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

### 適用於第四部分的不保事項

本公司將不負責因任何疾病而引起的傷患所招致的任何損失。

### 第五部分 「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積的5%或以上或其身體總表面積的10%或以上），本公司將作出賠償。惟燒傷的評估須由醫生及詳細列出診斷結果的醫療報告作證明。本公司只會就每次旅程支付此保障一次。

## 第六部分 「旅程取消」保障

如受保人直接因下列事項而在由香港出發前取消旅程，導致其已預先支付的交通票據、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（統稱為「旅遊安排」）的訂金或任何費用被沒收並且不能從相關機構退回，本公司將向受保人作出賠償：

1. 受保人、其直屬家庭成員、緊密業務夥伴或同行夥伴\*身故、遇上嚴重身體受傷或患上嚴重疾病；
2. 受保人須出任審判證人、陪審員或遭強制性隔離；
3. 於旅程預定出發日期前 7 天內，已計劃前往的旅程目的地發生天然災難、傳染病、突然爆發涉及已安排乘搭的公共交通工具的工業行動、恐怖主義活動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定），致使受保人不能展開旅程；或
4. 於旅程預定出發日期前 10 天內，受保人於香港的主要住所因失火或水浸而導致嚴重損毀。

### 此部分的保障受限於以下規定：

1. 就上述第 1 至 4 分段所載列的事項而言，有關事項必須發生於本保單續發 24 小時後，本保障才會作出賠償。
2. 就上述第 1 及 2 分段所載列的事項而言，有關事項必須發生於旅程預定出發日期前 90 天內，而向受保人頒佈或發出有關命令、公告或通知的時間須為本保單續發 24 小時後，本保障才會作出賠償。
3. 受保人須把他所有未曾使用的原有交通票據及入場券交由本公司處置。
4. 此部分的保障一經索償，本公司將無須根據本保單提供其他保障，本保單下之所有保障隨即終止。

### 適用於第六部分的不保事項

本公司將不負責賠償：

1. 因同行夥伴不幸身故、遇上嚴重身體受傷或患上嚴重疾病所招致的損失，如就該次旅程而言，該同行夥伴之身分屬收取報酬的旅行代理商、導遊、領隊或旅行團策劃人；
2. 因本部分所載列的事項而取消旅程後，未有即時通知旅行代理商、提供交通或住宿服務之機構所招致的損失。

\* 第六部分所指的同行夥伴（第一項不保事項除外）除具有載於本保單釋義部分中的涵義外，同時定義為在本公司的合理預期之內，其缺席將導致旅程取消。

## 第七部分 「更改旅程」保障

### 7.1 縮短旅程

如因以下情況直接引致受保人的旅程於開始後遇到阻礙而需要縮短，而受保人無可避免地必須返回香港，本公司將會支付本部分之保障：

1. 受保人、其直屬家庭成員、緊密業務夥伴或同行夥伴\*身故、遇上嚴重身體受傷或患上嚴重疾病；
2. 受保人以付費乘客身份乘搭的航機或交通工具、或由旅行代理商安排的任何機械性推動的車輛或船艦遭劫；或
3. 已計劃前往的旅程目的地遇上惡劣天氣、天然災難、傳染病、突然爆發涉及已安排乘搭的公共交通工具的工業行動、恐怖主義活動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定），致使受保人不能繼續旅程。

在本保障下，本公司會就受阻的旅程日數（以每日計）按比例向受保人賠償 (i) 就已預先付費但未使用及不獲相關機構退回的旅遊安排所招致的損失及 (ii) 受保人直接返回香港所招致的合理額外公共交通費用（該費用不得超過該公共交通工具之經濟客位票價）。

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及入場券交由本公司處置。

### 7.2 行程改道

在受保人於旅程開始前已確定其行程的大前提下，如於旅程開始後，直接因遇上惡劣天氣、天然災難、傳染病、突然爆發涉及已安排乘搭的公共交通工具的工業行動、恐怖主義活動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定），致使受保人不能繼續其原定行程而需作改道，本公司將賠償受保人純粹因要繼續前往原本已計劃的旅程目的地而合理及無可避免地招致之額外交通及住宿費用（須扣減已預先付費但獲相關住宿提供者退回的金額），惟：

- i) 受保人須於旅程前已確定其預訂之交通票據及住宿；及
- ii) 受保人須把未曾使用但不適用於餘下旅程的原有交通票據交由本公司處置。

**為免存疑，就同一原因而言，只可就第 7.1 部分（縮短旅程）或第 7.2 部分（行程改道）提出一次索償。本公司就第 7.1 部分（縮短旅程）及第 7.2 部分（行程改道）應支付的總賠償額將不超過第七部分「更改旅程」保障之最高賠償額的 100%。**

### 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、遇上嚴重身體受傷或患上嚴重疾病所招致的損失及費用，如該同行夥伴於旅程中，其身分屬收取報酬的旅行代理商、導遊、領隊或旅行團策劃人；
2. 由同行夥伴或旅行團團員所操控的飛機或任何機械性推動的車輛或船艦所招致的損失及費用；或
3. 因本部分所載列的事項而縮短旅程後，未有即時通知旅行代理商、提供交通或住宿服務之機構所招致的損失。

\* 第七部分所指的同行夥伴（第一及二項不保事項除外）除具有載於本保單釋義部分中的涵義外，同時定義為在本公司的合理預期之內，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

如因遇上惡劣天氣、天然災難、突然爆發涉及已安排乘搭的公共交通工具的工業行動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定）、恐怖主義活動、機場關閉、已安排乘搭的公共交通工具遭劫或出現機械性故障，而引致受保人已安排乘搭的公共交通工具之啟程時間及/或抵達時間較原定時間延誤達下述個別規定的時段（「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）部分之保障。

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

如受保人為開始旅程而已安排乘搭的公共交通工具出現機械性故障而遭取消或延誤，而該公共交通工具機構無法向受保人提供其他代替公共交通工具，受保人只可為同一原因在第 8 部分項下，根據第 8.1.1 部分之現金津貼保障或第 8.1.3 部分之取消旅程保障兩者當中，提出一次索償。在這些情況下，本公司無須償付第 8.1.2 部分之額外旅遊費用保障。

### 8.1.1 現金津貼

在本公司無須支付第 8.1 部分（延誤保障）提供的其他保障的前提下，本公司將就每連續 6 小時之受保延誤向受保人支付現金津貼。

### 8.1.2 額外旅遊費用

#### a) 公共交通費用 — 延誤啟程

如受保延誤由原定啟程時間起計連續 6 小時或以上，並直接導致受保人必須轉乘其他代替公共交通工具，本公司將賠償受保人因此所合理及無可避免地招致的額外公共交通費用（以已安排的公共交通工具的客位等級為限）。

#### b) 海外住宿費用

本公司將賠償受保人直接因下列情況所合理及無可避免地招致的額外海外住宿費用：

- i) 受保延誤連續 6 小時或以上；或
- ii) 如受保延誤直接導致受保人未能依照行程安排乘搭已預先付費的接駁公共交通工具。

### 8.1.3 取消旅程

如由受保人已安排乘搭從香港出發的公共交通工具較原定出發時間延誤連續 10 小時或以上，而直接導致受保人未能繼續或須取消旅程，及其已預先就旅遊票據、住宿或旅行團支付的訂金或任何費用被沒收並且不能從相關機構退回，本公司將就此等費用向受保人作出賠償，惟須符合下述所有規定：

- i) 該延誤須為受保延誤；
- ii) 受保人須把他所有未曾使用的原有交通票據交由本公司處置；及
- iii) 第 8.1.3 部分的保障一經索償，本公司將無須根據本保單提供其他保障，本保單下之所有保障隨即終止。

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

**為免存疑，如受保人就同一原因可同時索償第七部分「更改旅程」保障及第八部分「旅程延誤」保障，本公司只會就兩者之中應付保障較高的一項作賠償。**

## 第九部分 「行李延誤」保障

如公共交通工具機構錯誤或延誤運送受保人的行李，而未能受保人抵達海外目的地後 6 小時內將行李送回受保人，本公司將就此支付現金津貼。

### 適用於第九部分的不保事項

本公司將不負責賠償：

1. 因遭受海關或其他執法部門扣留或充公所引致的行李延誤；
2. 按下述第十部分（「行李」保障）可獲賠償的行李遺失；
3. 受保人返抵香港或抵達最終目的地後發生的任何損失；或
4. 任何受保人獨立郵寄或寄運、或蓄意安排非其乘搭之公共交通工具托運之行李、紀念品或任何其他物品。

## 第十部分 「行李」保障

本公司將賠償受保人於旅程期間直接因遭盜竊、搶劫、爆竊、意外或承運者不小心處理以致受保人擁有的個人財物，包括平板電腦（屏幕尺寸為 7 吋或以上，以對角線計）及手提電腦（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。本公司並有權選擇以最高賠償額為限作出賠償，或支付更換遺失或修理破損或毀壞之行李及個人財物所需的合理費用（須扣除折舊之價值，而折舊率由本公司全權釐定），惟須受制於下述條款：

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

### 適用於第十部分的不保事項

本公司將不負責賠償：

1. 因遭海關或其他有關部門檢查、延遲、扣留或充公而引致的損失或損毀；
2. 金錢、可轉讓票據、債券或證券、契約、信用卡、儲值的器件（如八達通卡及其他增值卡及預繳電子貨幣）、其他付款工具或任何類型的文件、護照、簽證文件、交通及住宿代用券或任何其他旅遊代用券的損失或損毀；
3. 傳呼機、手提電話（包括智能電話及個人電子手帳電話）及其軟件及附件、電腦軟件及附件、所有容易損壞的物品、瓷器、玻璃物品、陶器、藝術品、已鑲嵌或未鑲嵌的寶石或半寶石、食品、商品或樣本、電單車、單車或任何其他交通工具、傢俬、珠寶及手錶的損失或損毀（受保人佩帶或儲存於酒店保管箱內的珠寶或手錶之損失則除外）；
4. 正常損耗、發霉蟲蛀、固有的瑕疵、機械、電機或電子故障、設計錯誤或手工藝上缺陷、清洗維修或翻新過程或因大氣或氣候轉變而引致的損失或損毀；
5. 因遺漏或於無人看守下放置在公共交通工具或任何其他類型的車輛內、或公眾地方的行

- 李或個人財物，或因受保人未有採取適當措施予以安全保管其行李或個人財物而導致的任何損失或損毀；
- 任何受保人獨立郵寄或寄運、或蓄意安排經非其乘搭之公共交通工具托運之行李、紀念品或任何其他物品的損失或損毀；
  - 任何就行李或個人財物無法解釋的損失或離奇失蹤；
  - 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，受保人須取得航空公司填寫的行李事故報告書 (PIR)）；
  - 任何沒有於發現後 24 小時內向當地警方報案的損失；或
  - 任何損毀的個人財物，如受保人未能提供損毀的個人財物讓本公司檢查其損壞程度。

#### 第十一部分 「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、意外而遺失旅遊證件及/ 或交通票據，本公司會賠償有關旅遊證件及/ 或交通票據的損失。

本公司將賠償受保人：

- 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
- 在旅程期間純粹因換領其旅遊證件及/ 或交通票據所合理地招致的額外交通及酒店住宿費用，惟受保人必須前往最近其遺失旅遊證件及/ 或交通票據的地方的簽發及/ 或發行機構作補領。

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

#### 適用於第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：

- 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；
- 於返回香港或保單屆滿後 30 天後（以較早者為準）由簽發旅遊證件之機構收取的任何補領證件的費用；
- 受保人在無人看守下將旅遊證件或交通票據放置在公眾地方而導致的損失；
- 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；
- 旅遊證件或交通票據被政府機構、海關或警方充公；或
- 任何就旅遊證件或交通票據無法解釋的損失或離奇消失。

#### 第十二部分 「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：

- 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；
- 遺失旅行支票而未有立即向當地的簽發機構或代理報失；
- 因第三者的錯誤或遺漏、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；
- 受保人在無人看守下將個人錢財放置在公眾地方而導致的損失；
- 10 歲以下的受保人的任何損失；或
- 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 – 中國緊急現金援助

如受保人在中國旅遊期間蒙受上述第十一部分「旅遊證件遺失」保障及/ 或第十二部分「個人錢財」保障所涵蓋的損失，本公司會透過**東亞銀行（中國）有限公司**在中國的指定分行於辦公時間內預支緊急現金予受保人，惟須受制於下列規定：

- 受保人必須先徵得本公司批准才可獲提供此部分的緊急現金或其他援助；
- 受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、受保人的姓名及香港身份證號碼或護照號碼；
- 受保人必須在批核後 3 個工作天內到**東亞銀行（中國）有限公司**提取已獲批核的緊急現金；
- 預支予受保人的緊急現金將不會超過 (i) 根據第十一部分「旅遊證件遺失」保障或第十二部分「個人錢財」保障（按情況而定）須付的金額或 (ii) 相關保障的最高限額，以較低者為準。為免存疑，此保障只為第十一部分「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，受保人只可於受保期內索償「中國緊急現金援助」保障一次；及
- 此伸延保障一經索償，相等於緊急現金的款項將從第十一部分「旅遊證件遺失」保障或第十二部分「個人錢財」保障（按情況而定）下之應付保障中扣除。

#### 第十三部分 「家居物品損失」保障

如受保人於香港的主要住所（「居所」）在旅遊期間空置而遭爆竊，受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。爆竊指住所單位須遭人使用暴力進入，並於住所單位內/ 外留下明顯痕跡。

#### 適用於第十三部分的不保事項

本公司將不負責賠償：

- 因使用任何鑰匙或複製鑰匙進入居所而導致的損失或損毀，不論該鑰匙是否屬受保人所擁有；或
- 因受保人或其家庭成員的魯莽或蓄意的行為引致或促成的損失或損毀。

#### 第十四部分 「個人責任」保障

如在旅遊期間直接因受保人的疏忽導致：

- 第三者意外身體受傷；或
- 第三者財物意外受損，

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

#### 適用於第十四部分的不保事項

本公司概不承擔任何責任，損失或索償，如：

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

#### 第十五部分 「信用卡」保障

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

#### 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在同一天於該高爾夫球場之酒吧內就「一桿入洞」而招致的一次性的祝捷費用。

#### 適用於第十六部分的不保事項

本公司將不負責此項賠償，如：

- 受保人未滿 18 歲；或
- 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：

- 該租用車輛須由持牌車輛租賃公司租出，同時受保人須為該租用車輛購買一份汽車保險，該汽車保險須於租賃期內為該租用車輛提供保障；
- 受保人屬租賃合約中的指定駕駛者；
- 於汽車意外發生時，租用車輛須由受保人駕駛；
- 受保人須於發生汽車意外之國家持有有效駕駛執照；及
- 受保人須適當遵守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：

- 於租賃期內，受保人在酒精或藥物影響下操控該租用車輛而引致的損失；
- 於租賃期內，受保人非法使用租用車輛而引致的損失；或
- 任何其他責任。

**為免存疑，本部分所述之租用車輛或私家車指任何車輛，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

##### 18.1 郵輪旅程取消

如受保人直接因下列事項而取消郵輪旅程，而其就該郵輪旅程已預先繳付的訂金或任何費用因此被沒收並無法從相關機構討回，本公司將向受保人作出賠償：

- 在受保人參與之郵輪旅程預定啟航日期前 7 天內，郵輪公司因惡劣天氣情況而更改該郵輪旅程之停泊港口；或
- 受保人於旅程期間，因惡劣天氣情況、天然災難、突然爆發涉及已安排乘搭的公共交通工具的工業行動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定）、恐怖主義活動、已安排乘搭的公共交通工具出現劫劫或機械性故障導致受保人已安排乘搭前往出發港口的公共交通工具比較列於行程表內的原定抵達時間延誤最少連續 8 小時，而該延誤直接導致受保人未能於該指定出發港口登上郵輪。

##### 18.2 郵輪旅程阻礙

於旅程期間，如因惡劣天氣情況、天然災難、突然爆發涉及已安排乘搭的公共交通工具的工業行動、暴動或內亂（儘管一般不保事項第 3(c) 項另有規定）、恐怖主義活動、已安排乘搭的公共交通工具出現劫劫或機械性故障導致受保人已安排乘搭前往出發港口的公共交通工具比較列於行程表內的原定抵達時間延誤最少連續 8 小時，而該延誤直接導致受保人未能於該指定出發港口登上郵輪，本公司將支付本分項之保障。

##### a) 額外交通費用

如上述延誤致使受保人需要由出發港口前往載列於原定行程表的下一個停泊港口以乘搭該郵輪繼續行程，本公司將賠償因此而合理及無可避免地招致之額外交通費用。

##### b) 現金津貼

由受保人因上述延誤錯過於出發港口登上郵輪當日受保人於行程表上列明的原定下一個停泊港口登上郵輪期間，本公司將向受保人支付每日現金津貼（以每連續 24 小時作一天計）。

**第 18.1 部分 (郵輪旅程取消) 一經索償, 本公司則不會就第 18.2 部分 (郵輪旅程阻礙) 作出其他賠償。就同一損失而言, 如受保人依照第十八部分獲得賠償, 本公司則無須再就本保單的第六部分「旅程取消」保障及第七部分「更改旅程」保障作出賠償。**

## 第十九部分 「郵輪出發後」保障

於郵輪旅程開始後, 本公司會根據下列條文提供以下保障:

### 19.1 岸上觀光取消

如直接因以下情況導致受保人被取消任何持牌機構安排之岸上觀光行程, 而其就該岸上觀光行程已預先繳付的訂金或任何費用因此被沒收並無法從相關機構討回, 本公司將向受保人作出賠償, 惟任何於原定離船港口啟程的岸上觀光行程則除外:

1. 受保人或其同行夥伴嚴重身體受傷或患上嚴重疾病; 或
2. 根據岸上觀光行程原定前往之目的地發生惡劣天氣情況、天然災難、傳染病、突然爆發工業行動、暴動或內亂 (儘管一般不保事項第 3(c) 項另有規定) 或恐怖主義活動, 致使受保人未能繼續其旅程。

### 19.2 於停泊港口岸上觀光後錯過登船

如受保人於岸上觀光行程後, 直接因下列事故未能於有關停泊港口的原定啟程時間返回郵輪, 本公司將賠償受保人因前往載列於行程表的原定下一個停泊港口期間而合理及無可避免地招致的額外交通費用 (以經濟客位為限) 及額外住宿費用:

1. 岸上觀光行程的目的地及/ 或有關停泊港口遇上嚴重交通意外、惡劣天氣情況、天然災難、傳染病或突然爆發涉及已安排乘搭的公共交通工具的工業行動、暴動或內亂 (儘管一般不保事項第 3(c) 項另有規定) 或恐怖主義活動; 或
2. 在郵輪根據原定安排於有關停泊港口啟程時, 受保人或其同行夥伴因於岸上觀光行程期間遇上嚴重身體受傷或患上嚴重疾病而需入住醫院。

### 19.3 延誤抵達最終目的地現金津貼

如因惡劣天氣情況、天然災難或郵輪出現機械性故障導致郵輪的實際抵達其最終目的地的時間比載列於行程表的原定抵達時間延誤不少於連續 12 小時, 本公司將就此情況支付現金津貼。

### 19.4 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患上嚴重疾病, 而未能繼續旅程, 在受保人因此而須直接返回香港的前提下, 本公司將賠償受保人於郵輪上使用衛星電話而招致之合理費用。

## 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. 因於本保單簽發日前已存在或宣佈的情況而導致相關旅程延誤、取消或阻礙所招致的任何損失;
2. 直接或間接因政府的條例、管制、行為, 或因旅行代理商、旅遊承辦商、郵輪公司及/ 或根據原定行程會於旅程中提供服務的機構/ 人士破產、清盤、或其錯誤、疏忽或違責所招致的任何損失;
3. 受保人在知悉需取消任何旅遊安排後未有即時將消息通知旅行代理商、旅遊承辦商、郵輪公司及/ 或根據原定行程會於旅程中提供服務的機構/ 人士, 或未有即時通知相關服務提供機構需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致的任何損失 (即在指定登記時間結束後才抵達, 惟因突然爆發涉及已安排乘搭的公共交通工具的工業行動致使受保人延誤抵達則除外);
5. 因受保人拒絕或未有乘搭由有關公共交通工具機構或郵輪公司提供最早可啟程的代替交通工具所引致的任何旅程延誤;
6. 於有關岸上觀光行程開始前, 任何未經航空公司、旅行代理商、郵輪公司或其他相關機構同意而對原定行程作出修定所帶來的損失;
7. 任何由第三者提供的服務所招致而受保人無須承擔的費用及/ 或已包括在原定航程收費中的費用; 或
8. 根據本保單第 8.1 部分 (延誤保障) 可獲賠償的任何損失。

## 一般不保事項

除本保單另有規定外, 本保單不包括:

1. 如受保人可就損失、費用、開支向政府計劃、旅行代理商、航空公司、郵輪公司、公共交通工具機構、任何安排旅遊住宿及交通之服務供應商或其他保險申請索償 (不論該保險註明屬主要的, 分擔性的, 附加的, 待確定的或其他), 受保人應先向上述各方及/ 或保險公司索償, 並向本公司遞交相關索償證明以作為本公司在本保單下就任何未能向上述各方及/ 或保險公司索償的餘下部分有任何賠償責任之先決條件 (不適用於本保單第二部分「海外住院或隔離現金津貼」保障及第四部分「個人意外」保障);
2. 如旅程於香港以外的地方出發, 其相關之任何損失;
3. 因下列任何原因直接或間接招致傷亡或損失:
  - a) 任何已存在、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指出任何損失並不承保於本保單, 受保人或其他人士稱可獲得賠償時是有舉証責任提供就此不保事項所持的相反理據;
  - b) 任何因人類免疫力缺乏症病毒 (HIV) 及/ 或任何與 HIV 有關的病症包括後天免疫缺乏症候群 (即愛滋病 (AIDS)) 及/ 或其任何突變衍生物或變種造成的任何受傷、疾病、死亡、損失、費用或其他責任;
  - c) 戰爭 (無論已宣戰與否)、侵略、外敵行動、內戰、叛亂、革命、暴動、內亂、軍事或篡奪行動、為軍隊或執法機關執勤;
  - d) 任何受保人、其直屬家庭成員或同行夥伴蓄意、惡意、非法或故意的行為;
  - e) 自殺、企圖自殺或蓄意自傷身體、精神或神經紊亂、墮胎、流產、懷孕及其併發症、分娩、性病、服用酒精或非由醫生處方的藥物、非因自然及狀況良好的牙齒受傷而需進行的牙齒護理治療;
  - f) 核裂變、核聚變或輻射污染;
  - g) 受保人以專業性質參與任何可獲得收入或酬勞的運動或競賽、或參與任何速度賽 (徒步以外) 和比賽時發生的意外事故;
  - h) 受保人從事任何體力勞動工作 (不論屬商業或業餘性質) 或從事離岸危險活動包括商業潛水、石油開採、開礦、處理爆炸物、工地工作、特技工作及空中攝影時發生的意外;
  - i) 在海拔 5 千米以上進行高山遠足、或在超過 30 米水深範圍潛水;
  - j) 任何因 (i) 在本保單簽發當日已存在及 (ii) 已出現病徵或症狀而受保人已知悉或按合理情況下應知悉並正在影響受保人、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所招致的損失;
  - k) 受保人參與的任何空中活動, 除非當時受保人 (i) 是以付費乘客身份在認可及持牌

航空公司所經營的航機上, 或 (ii) 所參與之活動是由另一位持牌帶領有關活動的人士負責操縱及航行而提供活動的舉辦者亦已獲當地有關當局授權。就此不保事項 (k) 而言, 第 (ii) 部分不包括任何涉及由動力驅動的飛行器械 (包括但不限於直升機、傾轉旋翼機及自行起飛的機動滑翔機) 的活動; 或

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

## 一般條款

### 1. 合約詮釋

- a) 在本保單中, 表示單一性別的詞包含所有性別; 單數詞包括複數涵義, 反之亦然。
  - b) 所有標題乃為方便而設, 不會影響對本保單的解釋。
  - c) 本保單內所有時間均指香港時間。
  - d) 除非於本保單附載的批註內另有規定, 若本保單與本公司其他文件之條款及細則出現任何抵觸, 將以此條款及細則為準。
  - e) 除非另有註解, 否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。
2. **不能取消保單** — 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** — 如純粹因未能預計及完全在受保人控制範圍以外的原因或情況, 而引致受保人於出發前已預定的旅程出現無可避免的延誤, 令其無法在受保期內返回香港, 本保單之保障將自動延長最多 10 天。自動延長的保險期會於本保單伸延的時段屆滿時或當導致延誤的原因或情況不復存在當日終止, 以較早者為準。
  4. **不可直接付賬** — 除經「24 小時全球緊急援助」安排並獲本公司批核之付賬服務外, 本保單將不會直接支付任何賬項。
  5. **受保人年齡限制** — 任何年齡為 6 週歲或以上之人士均合資格投保, 惟年齡在 18 歲以下的兒童必須獲家長或合法監護人同意才可受保於本保單。所有保障會根據受保人於本保單之受保期生效日時的年齡來支付賠償額。
  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超額之款項及/ 或要求保單持有人及/ 或受保人支付該超出部分。
  7. **一對及組合物品** — 如遺失或損毀一對或一個組合中的部分配件, 賠償額為該原對或組合配件之總值的一個公平及合理比率, 而該對或組合物品並不會因此而被視為全損 (備註: 相機機身、鏡頭、儲存器件及配件視為同一組合)。
  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 (包括任何由旅行代理商贈送的保險), 就同一旅程而言, 本公司對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) 根據由旅行代理商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幹 (只限於行政及文職工作) 性質的旅程。
  10. **放棄索償** — 若本公司拒絕就本保單之索償作出賠償, 而該項索償並未於拒絕賠償日期起計 12 個月內由保單持有人及/ 或受保人根據下文交付仲裁, 則該項索償就各方面而言將被視為放棄索償, 且日後不能再提出索償。
  11. **代位權** — 本公司有權以受保人的名義, 對可能須就引致本保單提出索償的事故負上責任的第三者進行追討, 有關費用將由本公司承擔, 而所討回的款項亦歸本公司所有。保單持有人及/ 或受保人須在追討行動中與本公司充分合作。
  12. **對第三者的訴訟** — 如保單持有人或受保人就任何原因對本保單所指定的醫療服務機構或人員提出訴訟要求賠償, 包括但不限於受保人根據本保單之條款在接受治療或檢查時因對方失職、治療不當、專業失當或與該治療或檢查相關的其他原因引起的訴訟, 本保單中並無任何條款可致使本公司須就有關訴訟作出彌償、加入其中, 作出回應或答辯。
  13. **仲裁** — 由本保單引致的所有糾紛或爭議, 均須根據《仲裁條例》(香港法例第 609 章) 進行仲裁。若雙方未能就仲裁員的選擇達成協議, 則由香港國際仲裁中心當時的主席指派一位仲裁員。
  14. **法規** — 本保單於香港簽發, 並受香港法律規管並按其詮釋。
  15. **可分割性** — 若本保單內的任何條款或條款之任何部份因任何原因被認為不能執行或無效, 在容許之範圍內, 該條款之餘下部份與本保單內其他任何條款之可執行性或有效性將不會受該條款或該部份所影響。
  16. **第三者權利** — 任何不是本保單某一方的人士或實體, 不能根據《合約 (第三者權利) 條例》(香港法例第 623 章) 強制執行本保單的任何條款。
  17. **語言** — 本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異, 均以英文版本為準。
  18. **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, 且本公司亦無須就有關索償作出任何賠償或提供任何保障。
  19. **文書錯誤** — 任何文書錯誤不會令生效的保單因而失效, 或令失效的保單因而生效。

## 索償條款

1. 如索償時出現欺詐成分或蓄意誇大事實, 或受保人或其代表申請本保單下的保障時使用任何欺詐方法或策略, 本公司並無責任作出任何賠償。
2. 任何索償須於本保單到期後 30 天內知會本公司 (除非於第十四部分「個人責任」保障內另有規定)。
3. 所有索償均須連同令本公司滿意的證明文件一併提交, 所有費用須由受保人負責。本公司會特別要求受保人提供下列之證明文件:
  - a) **任何有關醫療狀況及費用之證明**
    - i) 由持有醫療或牙科專業資格之人士就受保人所患之疾病或受傷發出之書面證明 (包括診斷、所有相關日期、徵狀、治療、藥物處方及以住院病人身分持續住院之時間) (「醫療報告」); 及
    - ii) 醫院或其他註冊醫療服務供應商發出之發票及收據正本。
  - b) **任何有關人身意外及身故之證明**
    - i) 醫療報告;
    - ii) 死亡證及相關驗屍報告; 及
    - iii) 警方報告, 以證實該意外之詳情。
  - c) **任何有關強制隔離之證明**
    - i) 由政府或相關機構發出載有強制隔離詳情之書面證明 (如相關日期及原因)。
  - d) **任何有關行李或個人財物之遺失、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；及
  - v) 如該物件已損毀，修理該損毀物件之報價單，內裡必須註明引致損毀之原因，或由修理人員證明該損毀為無法修復。
- e) **有關遺失旅遊證件及旅遊票據之索償**
- i) 警方報告；及
  - ii) 就補領旅遊證件而言，由簽發旅遊證件之機構發出的發票及收據正本。
- 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) 由旅遊承辦商、旅行代理商、交通服務機構、酒店或任何其他安排旅程或住宿之服務供應商發出之收據正本。
- h) **有關取消、更改旅程或旅程延誤之證明**
- i) 就相關旅遊安排而言，由旅遊承辦商、旅行代理商、交通服務機構、酒店或任何其他安排旅程或住宿之服務供應商發出之 (i) 原有行程已預先付費及獲發還退款之未被使用的交通票據及住宿證明，及行程改道後已使用之交通票據及/ 或住宿證明（只適用於第 7.2 部份（*行程改道*））；(ii) 書面通知以證明就按金或預付費用所退還之金額；及 (iii) 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；及
  - vi) 由政府或相關機構發出要求受保人出任審判證人、陪審員或接受強制性隔離之書面證明。
- i) **有關信用卡未繳付之款項之證明**
- i) 信用卡結單；及
  - ii) 購物之發票及收據正本。
- 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；及
  - 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之姓名。
- l) **有關租車自負額之證明**
- i) 受保人與租車公司之間的租賃協議，包含詳細之條款及細則；
  - ii) 租車公司發出以證明租車費用之發票正本；
  - 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；及
  - 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) 就可能之索償即時向本公司提交的書面通知，指出事件的性質及情況；
  - ii) 受保人書面證明未有承認任何責任及達成任何和解協議；及
  - iii) 即時向本公司提供所有相關文件，包括但不限於傳票、法庭文件、與律師之間或其他的法律書信、索償書信副本。
4. 如受保人不幸身故，本保單下的任何賠償將會支付予受保人的合法遺產代理人或其指定受益人（如適用）。
5. 如有違反本保單的條款及條件，本公司有權拒絕代表受保人就任何第三者提出的索償作出抗辯。
6. 未填妥的索償表格將退回予索償人而資料或文件不足會對索償申請的處理造成延誤。
7. 保單持有人不得在本公司收到所有本保單所需的索償證明當日後的 60 天內就本保單向本公司展開仲裁。
8. 倘本公司有權拒絕履行本保單的賠償責任，受保人必須應要求向本公司全數退還任何根據本保單支付的賠償金額。
9. 如本公司未能在提出書面要求起計 60 天內收受所需索償資料，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

2016 年 5 月





**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**

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

**[www.bluecross.com.hk](http://www.bluecross.com.hk)**

**CUSTOMER SERVICE 客戶服務**

**3608 2988**

Fax 傳真 : 3 6 0 8 2 9 8 9  
cs@bluecross.com.hk