

This Sunflower Travel Insurance Plan T&C forms part of the *certificate of insurance* and shall be read together with the *certificate of insurance* and *official tour receipt* issued by the *travel agent*.

#### PART 1 – DEFINITIONS

Certain words in this T&C have specific meanings. We have printed these words in italics throughout this T&C and have given the meanings below:

##### **Accident/Accidental**

a sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* during an *insured journey*.

##### **Certificate of Insurance**

the certificate of insurance including T&C and any other documents referred to in Clause 1 of the Part 5 - General Provisions section of this T&C.

##### **China**

the territorial limit of the People's Republic of China, but excluding *Hong Kong* and *Macau*.

##### **Chinese Medicine Practitioner**

a Chinese medicine practitioner other than the *insured person* or an *immediate family member* or *domestic partner*, who is registered under the Chinese Medicine Ordinance in the Laws of *Hong Kong*.

##### **Compulsory Quarantine**

the *insured person* is being *confined* in an isolated ward of a *hospital* or kept in an isolated site appointed by the government for at least one full day and continuously stays in there until discharged from the quarantine. Self-quarantine or home quarantine are excluded from this definition.

##### **Confined/Confinement**

the *insured person* is registered as an in-patient in a *hospital* for medical treatment for an *injury* or *illness* upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

##### **Domestic Partner**

an adult aged 18 or above who has chosen to live with the *insured person* in an intimate and committed relationship, and has resided with the *insured person* for at least three years, intends to do so indefinitely and is able to provide such proof of residence. Domestic partner do not include roommates or any *immediate family member*.

##### **Effective Date**

either (i) the issue date of the *certificate of insurance* or (ii) the date on which the Cancellation of Trip benefit under Section 12 becomes effective, whichever is the later.

##### **Follow-Up**

the medical treatments directly caused by the *injury* or *illness* suffered by the *insured person* for which the *insured person* has received treatment or *hospital confinement* during the *insured journey*.

##### **Hong Kong**

the Hong Kong Special Administrative Region of the People's Republic of China.

##### **Hospital**

an establishment which meets all the following requirements:

- holds a license as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and
- provides 24-hour a day nursing service by registered or graduated nurses; and
- has a staff of one or more licensed *medical practitioner* available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and

- is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

##### **Illness**

sickness or disease of the *insured person* contracted and commenced during the *insured journey* and which results in a loss covered by the *certificate of insurance*.

##### **Immediate Family Member**

the *insured person's* spouse, parent, parent-in-law, grandparent, grandparent-in-law, son or daughter, son-in-law or daughter-in-law, brother or sister, grandchild or legal guardian.

##### **Infectious Disease**

A sudden and unexpected outbreak of disease through human-to-human transmission that spreads rapidly to many people within a local region (of which the *insured person* is scheduled to travel to) and leads to exceptional rise in the number of confirmed diagnosis cases in a country and is publicly announced and documented by a recognized governmental health authority. This definition excludes any infectious disease escalated to *pandemic* as defined.

##### **Injury**

bodily injury sustained in an *accident* directly and independently of all other causes.

##### **Insured Journey**

when applied to single trip travel plan for group tour travel, it means the period of travel commencing from the time when the *insured person* arrives at the venue designated by the *travel agent* as the meeting point for the purpose of commencing the group tour and until the time when the *insured person* arrives at the appointed dismissal place upon the completion of such group tour.

When applied to a single trip travel plan for free *itinerary* travel, it means the period of travel commencing from the time when the *insured person* departs from an immigration counter in the territory of *Hong Kong*, until the time when the *insured person* (i) returns to *Hong Kong* on the date specified in the *official tour receipt* or (ii) arrives at any immigration counter in the territory of *Hong Kong* in order to re-enter *Hong Kong*, whichever is the earlier.

##### **Insured Person**

the person(s) named on the *official tour receipt* or subsequently endorsed hereon as insured person(s).

##### **Itinerary**

the detailed plan for an *overseas journey* issued and confirmed by *public common carrier*, *travel agent*, tour operator or cruise company, together with the *official tour receipt* or confirmation, prior to the commencement of the *insured journey*.

##### **Lap-top Computer**

a lap-top, notebook or sub-notebook computer. Personal digital assistant (PDA), hand-held computer (HHC) and tablet PC of any kind are excluded from this category.

##### **Loss of Hearing**

*permanent* irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1,000 Hertz

If c dB = Hearing loss at 2,000 Hertz

If d dB = Hearing loss at 4,000 Hertz

1/6 (a+2b+2c+d) is above 80 dB

**Loss of Limb**

loss by physical separation at or above the wrist or ankle joint.

**Loss of Sight**

the entire and *permanent* irrecoverable loss of sight.

**Loss of Speech**

the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

**Loss of Use**

*permanent* total functional disablement or complete and *permanent* physical separation at the limb or organ.

**Maximum Benefits**

the benefit amount of each of the benefits as stated in the Table of Benefits in the *certificate of insurance*.

**Medically Necessary Expenses**

expenses incurred from the first day of sustaining an *injury* or *illness* during the *insured journey* which are paid by the *insured person* to a *medical practitioner*, physiotherapist, nurse, *hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire but excluding any expenses incurred under Section 2(b) – Emergency Medical Evacuation and/or Repatriation Service or Section 2(c) – Repatriation of Mortal Remains of Part 2 of the *certificate of insurance*. All treatments must be prescribed by a *medical practitioner* in order for expenses to be reimbursed under the *certificate of insurance*. In the event that the *insured person* becomes entitled to a refund of all or part of such expenses from any other source, we will only be liable for the excess of the amount unrecoverable from such other sources.

**Medical Practitioner**

a person other than the *insured person* or *immediate family member* or *domestic partner*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

**Official Tour Receipt**

the official tour receipt issued by the *travel agent* to the *insured person* bearing an assigned certificate number.

**Overseas**

the destination(s) stated in the *itinerary* of the *insured journey*, except *Hong Kong* and the departure city.

**Pandemic**

- any situation when a contagious disease is spreading to several countries globally and affects an exceptionally high proportion of the population in each of these countries, and is publicly announced and documented by a recognized governmental health authority; or
- a disease classified by the World Health Organization as pandemic.

**Permanent**

lasting not less than 12 consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

**Pre-existing Condition**

The *insured person*, *immediate family member*, *domestic partner* or *travel companion* received medical treatment, diagnosis consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a *medical practitioner* before the *effective date*.

**Principal Home**

the house or building located in *Hong Kong* occupied as a private dwelling by the *insured person* as his/her only permanent residence.

**Public Common Carrier**

any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire including but not limited to bus, coach, taxi, ferry, cruise ship, hovercraft, hydrofoil, ship, train, tram or underground train, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation or fare-paying passengers and operating only between established

commercial airports or licensed commercial heliports, and an regularly scheduled airport limousine operating on fixed routes and schedules.

**Relevant Documents**

documents include enrollment form, *official tour receipt*, *certificate of insurance*, T&C, Table of Benefits, declarations, riders, endorsements, attachments and amendments (regardless verbally or in written format or in digital format).

**Serious physical injury or Serious Illness**

an injury or illness which requires treatment by a *medical practitioner* and results in the *insured person* or *travel companion* being certified by that *medical practitioner* as being unfit to travel (or continue) with the original scheduled *itinerary* and having to be *confined* in a *hospital*. Serious physical injury or serious illness shall also include such injury or illness due to which the *insured person* or *travel companion* is being denied boarding the scheduled *public common carrier* or is being denied to entering into the scheduled destination by any legal, governmental or airport authorities. When serious physical injury or serious illness is applied to the *immediate family member(s)* or *domestic partner*, it shall mean injury or illness for which the *immediate family member* or *domestic partner* requires treatment, and which is certified by *medical practitioner* as being dangerous to life and having to be *confined* in a *hospital*, and which results the discontinuation or cancellation of the *insured person's* original scheduled journey.

**Terrorism**

an act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

**Third Degree Burns**

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

**Total Disablement**

when as the result of *injury* and commencing within 90 days from the date of an *accident* the *insured person* is totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

**Travel Agent**

the travel agency as stated in the *certificate of insurance*.

**Travel Companion**

the person who made the travel booking or reservation together with the *insured person* and accompanied the *insured person* for the whole *insured journey* other than a tour guide or tour member.

**Travel Ticket**

a travel ticket purchased for travelling on any *public common carrier*.

**War**

a contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of peaceful relations and (ii) a general contention by force, both authorized by the sovereign.

**We, Us or Our**

Zurich Insurance Company Ltd

## PART 2 – BENEFITS

Section and benefits contained hereunder are applicable in accordance with the Table of Benefits and subject to the type of plan stated on the *official tour receipt*.

### Section 1 – Medical Cover

#### (a) Medical expenses

If the *insured person* suffers from *injury* or *illness* during the *insured journey* and incurs reasonable *medically necessary expenses*, we will reimburse the actual *medically necessary expenses* incurred by the *insured person*.

##### – inclusive of follow-up medical expenses

This section also insures the *insured person* up to the sub-limit as stated in the Table of Benefits against any actual *medically necessary expenses* charged by a *medical practitioner* in *Hong Kong* for the *follow-up* of medical treatment sought by the *insured person* for the *injury* or *illness* within three months after the *insured person's* return to *Hong Kong*. The *follow-up* medical expenses shall also be extended to cover the medical expenses incurred for the same purpose paid to the *Chinese medicine practitioner* subject to an aggregate limit of HKD 3,000 and a per visit per day limit of HKD 200.

##### – inclusive of overseas travelling expenses for seeking medical treatment in hospital

We shall pay the actual traveling expenses (a receipt of the transportation fee is required as a proof of claim) to and from *hospital* incurred by the *insured person* for the purpose of seeking medical treatment in an *overseas hospital* if the *insured person* suffers from *injury* or *illness* during the *insured journey*.

#### (b) Overseas hospital cash allowance

If the *insured person* is *confined* in an *overseas hospital* due to an *injury* or *illness* during the *insured journey*, we will pay a daily allowance to the *insured person*.

#### (c) Compulsory quarantine cash allowance

In the event that the *insured person* is suspected or confirmed to have contracted *infectious disease* during the *insured journey* and results in unexpected *compulsory quarantine* by the local government, or unexpected *compulsory quarantine* by the *Hong Kong* Government within three days upon completion of the *insured journey* and returning to *Hong Kong*, we will pay the *insured person* a daily quarantine cash allowance.

In the event that more than one *compulsory quarantine* has been arisen in the same *insured journey*, the maximum amount payable under this benefit shall not exceed the *maximum benefits* as stated in the Table of benefits.

##### Special Conditions for Section 1(c)

1. Any dwelling quarantine is excluded from this benefit.
2. No benefit shall be payable if the planned destination(s) has been declared as an infected area on or before the departure date of the *insured journey*.

#### (d) Hotel room accommodation for convalescence and travelling expenses

Where the *insured person* has suffered from *serious physical injury* or *serious illness* which necessitates *hospital confinement* during the *insured journey*, and upon his/her discharge from the *hospital* and as recommended by the attending *medical practitioner* to convalesce before continuing with the travelling, we will pay for the actual cost of hotel accommodation incurred *overseas* for the sole purpose of convalescence and subject to HKD 1,000 per day. We will also pay for the additional one-way *travel ticket* (economy class only) incurred for the *insured person* to return to *Hong Kong*.

### Exclusions applicable to Section 1

This section does not cover:

1. any medical treatment that is non-essential or not recommended by a *medical practitioner*; any loss if the *insured person* refuses to follow the recommendation of a *medical practitioner* to return to *Hong Kong*, or refuses to continue the *insured journey* whilst the *insured person's* physical condition at the time of recommendation is fit for travel;

2. surgery or medical treatment which is not substantiated by a written report from the *medical practitioner* or *Chinese medicine practitioner*;
3. surgery or medical treatment when in the opinion of the *medical practitioner* treating the *insured person*, the treatment is not urgent and medically necessary during the *insured journey*, and can be reasonably delayed until the *insured person* returns to *Hong Kong*;
4. dental care and treatment except for the cost of emergency and necessary dental treatment to the sound and natural teeth of the *insured person* and is caused by *injury* during the *insured journey*;
5. cosmetic surgery, refractive errors of eyes or hearing-aids, procurement or use of special braces, appliances or equipment and prescriptions thereof except necessitated by *injury* occurring during the *insured journey* and recommended in writing by *medical practitioner*;
6. any *follow-up* treatment expenses settled by Health Care Voucher issued by the Government of *Hong Kong*;
7. any additional cost of single or private room accommodation at a *hospital* or charges in respect of special or private nursing except in the event of Emergency Medical Evacuation provided under Section 2(b); non-medical personal services such as radio, telephone and the like.

### Section 2 – Zurich Emergency Assistance

Zurich Emergency Assistance will arrange for the following benefits in the event that the *insured person* has suffered from *injury* or *illness* during the *insured journey* and pay for any costs and expenses arising thereof:

#### (a) Deposit guarantee for hospital admission

Upon admission to a *hospital*, Zurich Emergency Assistance will provide a guarantee for admission deposit up to a limit of HKD 78,000 in respect of any one *insured person*. Such deposit shall be fully refunded to us and is borne solely by the *insured person* unless otherwise covered under Section 1 – Medical Cover of the *certificate of insurance*.

#### (b) Emergency medical evacuation

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

#### (c) Repatriation of mortal remains

The reasonable and unavoidable expenses for transporting the *insured person's* mortal remains from the place of death back to *Hong Kong*, or the cost of local burial at the place of death as approved by Zurich Emergency Assistance.

#### (d) Compassionate visit

We will pay for the economy class round-trip *travel ticket* and the actual and hotel accommodation expenses (HKD 700 per day and a maximum period of five days) incurred up to the *maximum benefit* as stated in the Table of Benefits incurred by one *immediate family members* or *domestic partner* to travel over, or one appropriate *travel companion* to stay behind (providing a one-way economy class *travel ticket* for each), to be with and/or take care of the *insured person*, as a result of *serious physical injury* or *serious illness* of the *insured person* and being *confined* in a *hospital* outside *Hong Kong* for over three consecutive days during the *insured journey*. This coverage can only be utilized once during any one *insured journey*.

#### (e) Travelling and accommodation expenses

Zurich Emergency Assistance shall pay the one-way economy class *travel ticket* and the hotel accommodation expenses necessarily and unavoidably incurred by the *insured person* in connection with any incident requiring emergency medical evacuation (pursuant to Section 2(b) above) to resume the course of the *insured person's insured journey* or to return him/her to *Hong Kong* up to a maximum of HKD 1,950 per day and up to a limit of HKD 7,800 per *insured journey*. Any approval on the payment of expenses incurred by the *insured person* is subject to the sole decision of Zurich Emergency Assistance on the basis of medical necessity.

**(f) Return of unattended children**

Zurich Emergency Assistance will arrange and pay the one-way economy class *travel ticket* for returning the *insured person's* unattended child(ren) aged below 17 years old back to *Hong Kong* in the event of death or *confinement* of the *insured person* in a *hospital* outside *Hong Kong* for over three consecutive days due to *serious physical injury* or *serious illness*. If necessary, Zurich Emergency Assistance will also arrange a qualified attendant to accompany the unattended child(ren) during the return journey.

**(g) 24-hour telephone hotline and referral services**

- i. Pre-trip information assistance
- ii. Embassy referral
- iii. Medical service provider referral
- iv. Lost passport assistance
- v. Lost luggage assistance
- vi. Interpreter referral
- vii. Lawyer referral
- viii. Telephone medical advice
- ix. Monitoring of medical condition when hospitalized
- x. Arrangement for medical expenses guarantee

In respect of services (ix) and (x) above, all *hospitalization* expenses or medical expenses charged to the *insured person* by a *hospital*, *medical practitioner* other than *our* approved doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under the *certificate of insurance*.

**ZURICH EMERGENCY ASSISTANCE is rendered by the service provider nominated by Zurich insurance Company Ltd.**

**Exclusions applicable to Section 2**

No service will be provided or paid under this section:

1. when the *insured person* is located in areas which represent *war* risks or political conditions thereby making the provision of services under this section impossible or reasonably impracticable;
2. for emergency medical evacuation and/or repatriation or repatriation of mortal remains or other cost not approved in advance and in writing and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect;
3. when the *insured person* is residing or travelling outside *Hong Kong* contrary to the advice of a *medical practitioner*;
4. when the *insured person* is residing or travelling outside *Hong Kong* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

**Section 3 – Personal Accident**

In the event of an *accident* described under Section 3(a) or 3(b) as below which causes *injury* to the *insured person*, and such *injury* results in any one of the following events listed in the Compensation table hereunder within 12 consecutive months after the date of the *accident*, we will pay compensation in accordance with the percentage stated in the Compensation table.

**(a) Accident on public common carrier or during robbery**

In the event that during the *insured journey* the *insured person* suffers from *injury* while:

- i. riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any *public common carrier*; or
- ii. being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom;

**(b) Other accident**

The *insured person* suffers *injury* from an *accident* other than the *accident* referred in Section 3(a) above during the *insured journey*.

Compensation table		
Events		Percentage of maximum benefits
<b>Accidental death and disablement</b>		
1.	Death	100%
2.	<i>Permanent total disablement</i>	100%
3.	<i>Permanent</i> and incurable paralysis of all limbs	100%
4.	<i>Permanent total loss of sight</i> of both eyes	100%
5.	<i>Permanent total loss of sight</i> of one eye	100%
6.	Loss of or the <i>permanent total loss of use</i> of two limbs	100%
7.	Loss of or the <i>permanent total loss of use</i> of one limb	100%
8.	<i>Loss of speech and hearing</i>	100%
9.	<i>Permanent</i> and incurable insanity	100%
10.	<i>Permanent total loss of hearing</i> in (a) both ears (b) one ear	75% 15%
11.	<i>Loss of speech</i>	50%
12.	<i>Permanent total loss of the lens</i> of one eye	50%
13.	Loss of or the <i>permanent total loss of use</i> of four fingers and thumb of (a) right hand (b) left hand	70% 50%
14.	Loss of or the <i>permanent total loss of use</i> of four fingers of (a) right hand (b) left hand	40% 30%
15.	Loss of or the <i>permanent total loss of use</i> of one thumb (a) both right joints (b) one right joint (c) both left joints (d) one left joint	30% 15% 20% 10%
16.	Loss of or the <i>permanent total loss of use</i> of fingers (a) three right joints (b) two right joints (c) one right joint (d) three left joints (e) two left joints (f) one left joint	15% 10% 7.5% 10% 7.5% 5%
17.	Loss of or the <i>permanent total loss of use</i> of toes (a) all toes – one foot (b) great toe – both joints (c) great toe – one joint	20% 7.5% 5%
18.	<i>Permanent</i> disability not otherwise provided for under Events 10 to 17, such percentage of <i>maximum benefits</i> as we shall in <i>our</i> absolute discretion determine and being in <i>our</i> opinion not inconsistent with the compensation provided under Events 10 to 17.	

**(c) Burns accident**

In the event that the *insured person* suffer from *third degree burns* resulting solely from an *accident* during the *insured journey*, we will pay in accordance with the percentage stated in the *Third Degree Burns Table* hereunder up to the *maximum benefits* as stated in the *table of benefits*, but only to the extent and provided that such *third degree burns* results in the damage to any one of the following specified surface area within 12 consecutive months after the date of the *accident*.

Third degree burns		Percentage of maximum benefits
Area	Damage as a percentage of total surface area	
Head	(a) Equal to or greater than 8% damage of total head surface area	100%
	(b) Equal to or greater than 5% but less than 8% damage of total head surface area	75%
	(c) Equal to or greater than 2% but less than 5% damage of total head surface area	50%

Body (Exclude head)	(a) Equal to or greater than 20% damage of total body surface area	100%
	(b) Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	(c) Equal to or greater than 10% but less than 15% damage of total body surface area	50%

#### Compensation conditions:

- i. If more than one of the events/burns damage occur as a result of the same *accident*, only the event/burns damage with the highest compensation will be payable under Section 3(a) or 3(b) and 3(c) respectively.
- ii. No payment shall be made in respect of any disablement or burns damage existed prior to an *injury* covered under this policy.

#### Special conditions for Section 3

1. Section 3(a) shall not apply to any *insured person* aged 17 years old or below or at over 76 on the commencement date of the *insured journey*.
2. For *insured person* aged 17 years old or below at or over 76 on the commencement date of the *insured journey*, the maximum indemnity payable under section 3(b) and (c) in regard to any *accident* as defined will be 50% of the *maximum benefits* as stated in the *table benefits* and subject to the Percentage of *Maximum Benefits* as stated in the below table.

#### Extension to Section 3

##### 1. Under this section, we extend to cover any injury sustained by the *insured person* while:

- (a) the *insured person* is traveling directly from his/her place of residence or place of regular employment in *Hong Kong* to *Hong Kong* Immigration Department office/counter within three hours before the *insured person's* scheduled departure time of the *public common carrier* in which the *insured person* has arranged to travel for the purpose of commencing the *insured journey*; and
- (b) the *insured person* is traveling directly from *Hong Kong* Immigration Department office/counter to his/her place of residence or place of regular employment in *Hong Kong* within three hours after the *insured person's* actual arrival time of the *public common carrier* in which the *insured person* has arranged to travel for returning to *Hong Kong* from the *insured journey*.

##### 2. Disappearance clause

If the body of the *insured person* has not been found within one year after the date of the *accident* due to sinking or wrecking of the *public common carrier* in which the *insured person* was traveling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from an *accident* covered by the *certificate of insurance* at the time of such sinking or wrecking.

#### Maximum liability for personal accident

Where any individual life is insured under multiple policies or *certificates of insurance* which include *accidental* death and permanent disablement covers as defined in each policy or *certificate of insurance* and are issued by *us* and/or *our* related companies, the maximum liability in respect of any one individual life under all *accidental* death and permanent disablement covers shall not exceed HKD 5,000,000 in aggregate and each policy or *certificate of insurance* shall bear a proportionate share of the total loss.

#### Exclusions applicable to Section 3

This section does not cover any loss caused by an *injury* which is a consequence of any kind of disease and/or illness.

#### Section 4 – Compassionate Death Cash and Visit Cover

##### (a) Compassionate death cash

In the event of death (*accident* or natural) of the *insured person* during the *insured journey*, we will pay to the estate of the *insured person* a compassionate death cash.

##### (b) Compassionate visit

We will also pay for the economy class round-trip *travel ticket* and the actual and reasonable hotel accommodation expenses incurred by one *immediate family members* or *domestic partner* to travel over to the place where the *insured person* dies.

#### Section 5 – Personal Baggage Cover

We will pay for accidental loss of or damage to personal possessions normally worn or carried, including luggage and belonging, owned by the *insured person* during the *insured journey*. For any personal possession and belonging that are kept inside an unattended vehicle, it must be locked inside the trunk or locked in the storage area behind the back seat of the vehicle.

For mobile phone carried by the *insured person* during the *insured journey*, we will only cover the accidental damage to such mobile phone.

We may make payment or at *our* option reinstate or repair as we may elect subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim shall be dealt with as if the article had been lost. The sublimit for the Personal Baggage Cover is stated in the Table of Benefits.

#### Section 6 – Loss of Personal Money

We will reimburse the *insured person* the loss of personal money, defined as cash or bank notes, belonging to and being carried by the *insured person*, or in a locked hotel room or in a locked cabin on a cruise ship due to robbery, burglary or theft, occurring during the *insured journey*.

#### Section 7 – Loss of Travel Document and/or Travel Ticket

We will pay for the replacement cost of *Hong Kong* Identity Card, credit cards, driving license, *travel ticket* or travel document belonging to the *insured person* following accidental loss during the *insured journey*.

In the event of the accidental loss of *travel ticket* and/or travel document belonging to the *insured person* during the *insured journey*, we will also reimburse the additional travelling expenses and/or accommodation expenses incurred by the *insured person* for the sole purpose of making necessary travel arrangement for replacing the travel document, provided that the travelling class and/or the room type for the accommodation shall not be better than the original travelling class and/or the room type for the accommodation in the *insured journey*.

#### Exclusions applicable to Section 5 and 6 and 7

These sections do not cover:

1. any loss not reported to the local police or public authority within 24 hours upon discovery of loss and for which a relevant report is not obtained at the place of loss;
2. any loss of or damage to property while in the custody of a hotel or *public common carrier*, unless reported immediately (and/or not later than three days) upon discovery of loss and a written report must be obtained;
3. any loss due to detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade;
4. any loss of property when it is left unattended in public place or in an unlocked vehicle; any unexplained loss or mysterious disappearance; or as a result of the *insured person's* failure to take due care and precautions for the safeguard and security of such property;
5. any loss of or damage to property insured under any other policy, or otherwise reimbursed by *public common carrier* or a hotel or other parties;
6. the following classes of property: business merchandise or sample, foodstuffs and/or medicine, tobacco, beverage including alcoholic beverages, contact lenses, dentures and/or its appliances, bicycles, antiques, any kind of gold, platinum, diamond, jade or pearl, any brittle or fragile items such as glass or crystal, money (including cheques, traveler's cheques, etc.), plastic money (including the credit value of credit card, Octopus cards, etc.); mobile phone (including PDA phone or smart phone or similar device with telecommunications function and other accessories) (except for accidental damage), tickets (except *travel*

- ticket*), coupons or securities; loss of money other than covered in Section 6;
7. any loss of property which occurs when it is not being on the same *public common carrier* as the *insured person*, or souvenirs and articles mailed or shipped separately;
  8. any loss of or damage to hired or leased equipment;
  9. any loss arising from fraud or deception;
  10. any loss of travel document and/or visa and/or *travel ticket* which is not necessary for completing the *insured journey*;
  11. any fine or penalties incurred due to non-replacement or late replacement of the documents by the *insured person*.

### Section 8 – Loss of Home Contents due to Burglary

We will pay for the loss or damage to the home contents within the *insured person's principal home* which is uninhabited by any person during the *insured journey* as a direct result of burglary.

Burglary means the use of forcible and violent entry to or exit from the *principal home*.

Home Contents include household good, personal belongings, furniture, fixtures and fittings (including interior decorations) belonging to the *insured person* or a member ordinarily residing in the *principal home*.

We may make payment or, at *our* option, reinstate or repair the home contents as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost.

### Exclusions applicable to Section 8

This section does not cover:

1. the following classes of property:
  - business merchandise or sample
  - foodstuffs/ beverage including alcoholic beverages / medicine/tobacco
  - any kinds of money such as bank notes, coins, or cheques
  - antiques or items for collection
  - legal documents such as deeds, passports, or certificates
  - coupons, vouchers, tickets, tokens
  - contact lenses, dentures and all relating appliances and accessories
  - jewelry or accessories
  - mobile phone with telecommunications function and all relating accessories
  - plastic money (including the credit/stored value in credit card or Octopus card)
  - animals
  - motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances
  - loss of data or records in any form
  - special equipment or apparatus used in connection with any profession, business or employment.
2. Any loss not reported to the police within 24 hours after the *insured person* return to *Hong Kong* from the *insured journey* and for which a police report has not been obtained.
3. Shortage due to error, omission, exchange or depreciation in value.

### Section 9 – Personal Liability

We will indemnify any amount which the *insured person* becomes legally liable to pay as compensation and/ or legal expenses for an *accident* occurring during the *insured journey* which causes death or *injury* to a third party or damage to property of a third party. However, the *insured person* must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without *our* written approval.

### Exclusions applicable to Section 9

This section does not cover liability arising directly or indirectly from:

1. any business, profession or trade;
2. any wilful, malicious or unlawful act of the *insured person* or any criminal acts;
3. liability to any person who is the *immediate family member* or relative or employer or employee;

4. contractual liability;
5. ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
6. damage to property owned by or held in trust or in the custody of the *insured person* or relative or the *immediate family member* or employer;
7. any act of *terrorism*.

### Section 10 – Travel Delay Cover

In the event that the *public common carrier* in which the *insured person* has arranged to travel is delayed from the departure or arrival time specified in the *insured person's original itinerary* as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, mechanical and/ or electrical breakdown of the *public common carrier*, or airport closure, we will pay the following benefits to the *insured person*:

#### (a) Travel delay allowance

HKD 300 for each and every full six hours. The period of delay will be calculated as follows:

- departure delay will be calculated starting from the original scheduled departure time of the *public common carrier* specified in the *itinerary* provided to the *insured person*, until the actual departure time (i) of the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*; or
- arrival delay will be calculated starting from the original arrival time specified in the *itinerary* provided to the *insured person*, until the actual arrival time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*.

The *insured person* can only claim for either departure or arrival delay of the same *public common carrier*. If the *insured person* has consecutive connected flights, the delay will be calculated based on the difference between actual departure or arrival time, as the case may be, that stated on the *itinerary* regardless of the time spent on transit and the proximate cause of the delay must be one of the causes set out in the first paragraph of this Section 10.

#### (b) Re-routing cost

The additional costs incurred by the *insured person* for the purchase of the one-way economy class *travel ticket* in order to travel to the planned destination as specified in his/her original *itinerary* by an alternative *public common carrier* after at least 10 hours of delay. This benefit can only be utilized once during any one *insured journey*.

#### (c) Extra hotel cost

The extra, reasonable and irrecoverable accommodation expenses incurred outside *Hong Kong* as a result of the delay over six hours.

#### (d) Cancellation due to travel delay

- i. We will reimburse the *insured person* for the travelling expenses and/or accommodation expenses paid in advance which he/she is legally liable and are not recoverable from any other source if he/she decides to cancel the *insured journey* as a result of delay over 10 hours from the originally scheduled departure time.
- ii. Applicable to Cruise Plan only: if the *public common carrier* which the *insured person* has arranged for travelling to the cruise ship in *overseas* is delayed in excess of 10 hours from the scheduled arrival time specified in the *itinerary* and as a direct result of which the *insured person* fails to board the scheduled cruise ship and cancel the cruise journey, we will reimburse the forfeited fees incurred by the *insured person* arising from the cancellation of the cruise journey provided that such forfeited fees are not recoverable from any other source.

### Special conditions for Section 10

1. The *insured person* must have already checked-in the *public common carrier* for its original schedule of departure.
2. All claims must be substantiated by written confirmation from the *public common carrier* on the number of hours and the reason for such delay.
3. Should a loss arise for which a claim for Section 10(d) is payable, no further claims shall be payable under the *certificate of insurance* arising from the same cause.

4. If no alternative transportation is arranged to the *insured person* by the original scheduled *public common carrier*, the *insured person* can only claim for Section 10(a) – Travel Delay or Section 10(b) – Extra re-routing costs due to travel delay.

#### Exclusions applicable to Section 10

This section does not cover:

1. any loss arising from late arrival of the *insured person* at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the *public common carrier*);
2. any loss arising from air traffic control by local government or relevant authorities; or any loss arising from any government's regulations control or act;
3. any circumstances covered by any other insurance scheme, government program or which will be paid or refunded by travel agency, tour operator or other provider of any service forming part of the booked *itinerary* (not applicable to Section 10(a));
4. any loss arising from the failure of the *insured person* to get on board the first available alternative transportation offered by the administration of the relevant *public common carrier*.

#### Section 11 – Baggage Delay Allowance

In the event of the *insured person's* checked-in baggage being delayed for over six hours after the *insured person's* actual arrival at the scheduled overseas destination, regardless of the number of checked-in baggage, we will pay a lump sum allowance to the *insured person*, and subject to the same delayed checked-in baggage can only be claimed once by one insured person.

This benefit can only be utilized once during any one *insured journey*.

#### Special condition for Section 11

All claims must be substantiated by written confirmation from the *public common carrier* on the number of hours and the reason of such delay.

#### Exclusions applicable to Section 11

This section does not cover:

1. any baggage not being on the same *public common carrier* of the *insured person* or souvenirs and articles mailed or shipped separately;
2. any loss for which the *insured person* fails to submit receipts for the purchase of emergency items or requisites (applicable to return trip only);
3. any loss due to detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade.

#### Section 12 – Cancellation of Trip

##### (a) Cancellation of trip

In the event that the *insured person* has to cancel the *insured journey* as a result of any the following:

- i. death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *travel companion* or *domestic partner* within 90 days before the commencement date of the *insured journey*;
- ii. witness summons, jury service or *compulsory quarantine* of the *insured person* within 90 days before the commencement date of the *insured journey*;
- iii. unexpected outbreak of strike, riot, civil commotion, adverse weather condition, natural disaster, *terrorism* or *infectious disease* at the planned destination arising within one week before the departure date of the *insured journey*;
- iv. serious damage to the *insured person's principal home* in *Hong Kong* arising from fire, flood or burglary within one week before the commencement date of the *insured journey* which requires the *insured person's* presence in *Hong Kong* on the departure date of the *insured journey* for the purpose of police investigation; we will pay for the loss of unused travel fare and/or accommodation expenses which have been paid in advance and for which the *insured*

*person* is legally liable and which are not recoverable from any other source.

##### (b) Single occupancy

In the event of death, *serious physical injury* or *serious illness* of the *travel companion* which occurs within one week before the commencement date of the *insured journey* and the *insured person* decides to travel as planned, we will reimburse the *insured person*, for the additional cost incurred as a result of a change in the per person occupancy rate applicable to the prepaid *travel ticket* and/or accommodation, or tour package.

##### Special condition for Section 12(a) and (b)

1. The *insured person* can only make a claim under either Section 12(a) or 12(b) in respect of any losses arising from the same cause.
2. Should a loss arise for which a claim for Section 12(a) is payable, no further claims shall be payable under the *certificate of insurance* arising from the same cause.

#### Section 13 – Interruption of Trip

In the event that the *insured person* has to:

- i. abandon the *insured journey* and return to *Hong Kong* after the *insured journey* has begun due to:

- death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *travel companion* or *domestic partner* who is a resident in *Hong Kong*;
- unexpected outbreak of strike, riot, civil commotion, natural disaster, adverse weather conditions, *terrorism* or *infectious disease* at the planned destination in *overseas* which prevent the *insured person* from continuing with his/her scheduled journey;
- serious damage to the *insured person's principal home* in *Hong Kong* arising from fire, flood or burglary;

we will pay for the loss of unused travel fare and/or accommodation expenses for which the *insured person* is legally liable and which is not recoverable from any other sources, and/or additional actual travel fare and accommodation expenses reasonably and necessarily incurred. In the event that the *insured journey* is a packaged group tour arranged by *travel agent*, the benefit payable for the curtailment expenses in relation to the loss of unused travel fare and/or accommodation expenses forfeited will be calculated in proportion of the packaged group tour cost to the number of days remaining after the relevant interruption of the *insured journey*.

OR

- ii. rearrange the *insured journey* due to unexpected outbreak of strike, riot, civil commotion, *infectious disease*, *terrorism*, adverse weather conditions or natural disaster at the planned destination which prevents the *insured person* from travelling to that planned destination, we will pay for the additional actual travel fare and/or accommodation expenses reasonably and necessarily incurred for the *insured person* to travel to the next planned destination shown on the *itinerary* to continue with the *insured journey*.

#### Inclusive of hotel cost due to involuntary journey extension

After the *insured journey* has begun, in the event of any circumstances which are unexpected and beyond the *insured person's* control and preventing the *insured person* from completing the *insured journey* within the period stated in the original official *itinerary*, we will reimburse the additional and reasonable accommodation expense in *overseas* which is not recoverable from any other sources.

#### Exclusions applicable to Section 12 and 13

This section does not cover:

1. any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, cruise ship company, *public common carrier* and/or other provider of any service forming part of the booked *itinerary*;
2. any loss in relation to cancellations or interruption to original *itinerary* that is not verified by the airline, travel agency, cruise company, or other relevant organizations;
3. any loss which will be paid or refunded by any existing insurance scheme, government program, *public common carrier*, *travel agent* or any other provider of transportation and/or accommodation;

4. any loss if the *insured person* refuses to follow the recommendation of a *medical practitioner* to return to *Hong Kong*, or refuses to continue the *insured journey* whilst the *insured person's* physical condition at the time of recommendation is fit for travel (applicable to Section 13);
5. any loss claimed under Section 10(c) arising from the same cause (applicable to hotel cost due to involuntary journey extension under Section 13);
6. any loss claimed under Section (d) under the Endorsement to the certificate of insurance arising from the same cause (applicable to hotel cost due to involuntary journey extension under Section 13).

#### Section 14 – Overseas Emergency Calls

In the event that the *insured person* must return directly to *Hong Kong* following *injury* or *illness* of the *insured person* or *travel companion* which prevents the *insured person* from continuing the *insured journey*, we will pay up to the *maximum benefits* as stated in the *table of benefits* for the cost *overseas* emergency calls allowance which are incurred by the *insured person* for the sole purpose of contacting us and/or Zurich Emergency Assistance only during the *insured journey*.

#### Exclusion applicable to Section 14

This section does not cover:

1. failure to furnish an official receipt issued by the *overseas* emergency calls services provider as proof of *overseas* emergency calls expenses incurred by the *insured person*;
2. failure to obtain and provide a written report from a qualified *medical practitioner* certifying the *injury* or *illness* suffered by the *insured person* or *travel companion* during the *insured journey*;
3. any expenses covered by any other existing insurance scheme, government program, or which will be paid or refunded by a hotel, *public common carrier*, *travel agent* or any other provider of travel and/or accommodation.

#### Section 15 – Trauma Counselling Benefits

If during the *insured journey*, an *insured person* is the victim of a traumatic event including *accident on public common carrier*, armed hold-up, assault, natural disaster or acts of *terrorism*, we shall pay the cost of trauma counselling incurred within three months after the *insured person's* return to *Hong Kong*. The trauma counselling must be recommended by a *medical practitioner* in writing and agreed by us with our prior written consent.

#### Exclusions applicable to Section 15

This section does not cover any trauma counselling not induced directly and solely by the incident the *insured person* encountered during the *insured journey* and any unnecessary counselling treatment.

#### Section 16 – Missed Event or Optional Tour Cover

We will reimburse the ticket cost or tour cost not included in the travel tour package arranged by the *travel agent* and paid in advance by the *insured person's* or his/her spouse's or *domestic partner's* creditcard in the event that he/she is unable to utilize such ticket(s) which being tickets to *overseas* theme parks, or *overseas* sports events, music, performance events or tour as caused by the following (which must occur within 90 days (except for sub-paragraphs (iii)) before the departure date of the *insured journey*):

- (i) death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *domestic partner* or *travel companion*;
- (ii) witness summons, jury service or *compulsory quarantine* of the *insured person*;
- (iii) mechanical and/or electrical breakdown of the *public common carrier* occurred before the scheduled start time of the aforesaid event.

#### Section 17 – Rental Vehicle Excess

If the *insured person* rents a rental vehicle in the course of the *insured journey* which is involved in a collision whilst under the control of the *insured person* or such vehicle is stolen or damaged and the rental agreement includes an excess (or deductible or similar condition), we will

reimburse the *insured person* for the rental vehicle excess for the liable loss or damage of the rental vehicle, and/or the non-operating charge (NOC) paid to the rental organization. This benefit can only be utilized once during any one *insured journey*.

#### Special condition for Section 17

The *insured person* must take relevant comprehensive motor vehicle insurance provided by the rental organization against loss or damage to the rental vehicle during the rental period.

#### Exclusions applicable to Section 17

This section does not cover:

1. any use of the rental vehicle by the *insured person* that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
2. the *insured person* not holding a valid driving license for the country.

#### Section 18 – Cruise Journey Protection

##### (a) Extra indemnity for accident due to sinkage of cruise ship or kidnap by pirates

Subject to the terms and conditions of and applicable to Section 3 – Personal *accident*, the *maximum benefit* stated in Section 3(a) will be increased by the *maximum benefit* stated under this section in the Table of Benefits if the *insured person* suffers from *injury* during the cruise journey due to:

- i sinkage of cruise ship; or
- ii the *insured person* being kidnapped by pirates.

For *insured person* aged 17 years old or below or at or over 76 on the commencement of the *insured journey*, the extra indemnity payable will be 50% of the *maximum benefits* as stated in the Table of Benefits on top of Section 3(b).

##### (b) Involuntary cabin isolation

If the *insured person* is ordered by the cruise ship's medical officer to be restricted in the cabin, for medical reasons due to *injury*, or *sickness*, or *infectious disease*, we will pay a daily allowance for each full day of restriction.

The *insured person* must provide written confirmation by the on-board medical officer on the number of days and reason for such restriction.

##### (c) Baggage delay allowance after onboard for cruise

In the event that the *public common carrier* which the *insured person* has arranged for travelling and carrying his/her checked-in baggage to the scheduled cruise ship is delayed, and the baggage is not delivered within 24 hours after the *insured person* has boarded the cruise ship, we will pay a lump sum allowance to the *insured person*.

This section is an extra allowance to Section 11 – Baggage Delay Cover. Special conditions and exclusions applicable to Section 11 shall apply to this section.

##### (d) Cruise rejoining expenses

If the *insured person* leaves the cruise ship for shore excursion at the ports-of-call and is unable to board to the cruise ship as a result of the *insured person's* failure to return to the relevant port-of-call on or before the scheduled departure time at the relevant port to continue with the cruise journey as a result of:

- unexpected strike or other industrial action of the *public common carrier* on which the *insured person* is travelling during the shore excursion;
- unexpected outbreak of strike, riot, civil commotion, *terrorism*, adverse weather conditions or natural disaster at the destination of the shore excursion;
- serious traffic *accident* of the *public common carrier* on which the *insured person* is travelling during the shore excursion;
- the *insured person* suffers from *injury* during the shore excursion which requires the *insured person* to be confined in the *hospital* at the scheduled departure time of the cruise ship at the relevant port;
- missing of the *travel companion* which requires the *insured person's* presence in ports-of-call where the *travel companion* is missing for the purpose of police investigation (subject to missing person report obtained from the local police);

we will pay the additional costs of one economy class one-way *travel ticket* to enable the *insured person* to travel to the next scheduled port of call specified in the original *itinerary* of the cruise journey and/or reasonable actual accommodation expenses incurred by the *insured person* at the relevant port-of-call.

#### **(e) Shore excursion cancellation allowance**

In the event that the shore excursion, which the *insured person* has booked and paid before the commencement date of the cruise journey shown in the *itinerary*, is cancelled as a result of:

- *insured person* or *travel companion's* death, *serious physical injury* or *serious illness* during the cruise journey;
- unexpected outbreak of strike, riot, civil commotion, *terrorism*, *infectious disease*, adverse weather conditions, natural disaster at the destinations of the excursion occur within one day before the departure date of the shore excursion;

we will pay a lump sum allowance for each cancelled excursion to the *insured person*.

#### **(f) Involuntary change of cruise destination allowance and additional travel document fee**

In the event that the original route or ports of call listed on the *insured person's* original *itinerary* is involuntarily re-routed and/or changed to other ports of call by the cruise ship company due to adverse weather conditions, natural disaster, *terrorism* or *infectious disease* which may incur additional cost for travel document, we will pay a lump sum allowance to the *insured person*.

#### **Special Condition to Section 18**

1. Should a loss arise for which a claim for Section 10(d) or Section 12(a) is payable, no further claims shall be payable under Section 18 arising from the same cause.
2. The *insured person* can only make a claim under either Section 18(e) or (f) in respect of any losses arising from the same cause.
3. Shore excursion must be arranged and paid for by the *insured person* before the departure of the *insured journey*. The date must be shown on the respective ticket or receipt for claims under Section 18(e). If not, the *insured person* is liable to provide the supporting documents which are required by and acceptable to us as proof of claims.

#### **Exclusions applicable to Section 18**

This section does not cover:

1. any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, cruise ship company, *public common carrier* and/or other provider of any service forming part of the booked *itinerary*;
2. any loss in relation to cancellations or curtailments to original *itinerary* that is not verified by the airline, travel agency, cruise company, or other relevant organizations;
3. any loss if the *insured person* refuses to follow the recommendation of a *medical practitioner* to return to Hong Kong, or refuses to continue the *insured journey* whilst the *insured person's* physical condition at the time of recommendation is fit for travel (applicable to Section 18(d) and (e));
4. failure to obtain and provide a written report from the *medical practitioner* certifying the *injury* or *illness* suffered by the *insured person* or *travel companion* whilst on board the cruise ship.

#### **PART 3 – GENERAL EXCLUSIONS**

The *certificate of insurance* does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. any *insured person* who is a holder of the People's Republic of China passport and travels to/within *China*, unless he/she has an official document issued by the *overseas Government* (other than *China*) as proof that he/she is a legal resident of the respective country but travelling with a passport of the People's Republic of *China*;
2. any circumstance which is existing or announced before the *effective date* of this insurance;
3. any *pre-existing condition*, congenital and hereditary condition;
4. the purpose of the *insured journey* is to obtain medical treatment, or if

the *insured journey* was undertaken while the *insured person* was unfit to travel, or the *insured person* is traveling against the advice of a *medical practitioner*;

5. any illegal or unlawful act by the *insured person*;
6. riding or driving in any kind of motor racing, competition, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
7. suicide or intentional self-inflicted *injury*; insanity, mental or nervous disorders; any condition under the influence of alcohol or drugs (other than those prescribed by a *medical practitioner*), alcoholism, drug addiction or abuse;
8. any conditions or complications arising or resulting from: pregnancy, childbirth, venereal disease and HIV (Human Immunodeficiency Virus);
9. being as a crew member or an operator of any air carrier;
10. any activity or involvement of the *insured person* in the air unless such *insured person* is at the relevant time (i) travelling as a fare paying passenger on a regularly scheduled flight or licensed chartered aircraft, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
11. engaging in any kind of labour work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives, hitchhiking, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or airforce service or operations or armed force services;
12. any loss resulting directly or indirectly from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, revolution, usurped power, military force or coup, or action taken by government authorities in hindering, combating or defending against the occurrence of the aforesaid events and *terrorism*; *pandemic*;
13. trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
14. any claims that can be compensated from any other sources, or paid or refunded by any existing insurance scheme, government programme, *public common carrier*, *travel agent* or any other provider of transportation and/or accommodation, except for Section 1(b) (c), Section 3, Section 4(a), Section 10(a), Section 11, Section 18(a) (b)(c)(e)(f).

#### **PART 4 – GENERAL CONDITIONS**

1. Coverage and premium under the *certificate of insurance* for each *insured person* is based on the *insured person's* age on the commencement date of the *insured journey*.
2. At the time of effecting the *certificate of insurance* the *insured person* must be fit to travel; otherwise any claims shall result in *our* right to repudiate liability under the *certificate of insurance*.
3. The *insured journey* must commence in *Hong Kong* or at the venue designated by the *travel agent* as the meeting point.
4. No refund of premium is allowed once the *certificate of insurance* has been issued and the *certificate of insurance* cannot be renewed once expired.
5. If the *insured journey* cannot be completed within the period stated in the *official tour receipt* issued by the *travel agent* due to any circumstances beyond the *insured person's* control which arise after the *insured journey* has begun, we will automatically extend the period of insurance, subject to a maximum of 10 days, without charge for such a period as is reasonably necessary for completion of the *insured person's insured journey*. No further extension is allowed after the 10 days' free extension.
6. If the *insured person* is covered under more than one comprehensive voluntary travel insurance policies underwritten by us for the same *insured journey*, only the travel insurance policy with the greatest compensation will apply and benefits thereunder be payable.
7. The maximum period of the *insured journey* cannot exceed 180 days per trip for Deluxe Plan, 60 days for Cruise Plan, 30 days for China Plan, and five days for Short Tour Plan.
8. The insurance is only valid for conventional leisure travel or business travel (limited to administrative only). The insurance shall not apply to persons undertaking expeditions, treks or similar journey.

## PART 5 – GENERAL PROVISIONS

### 1. Entire contract

The *certificate of insurance* contract including all *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of the *certificate of insurance*. No changes in the *certificate of insurance* shall be valid unless approved by *our* authorized officer and evidenced by endorsement of amendment.

### 2. Age limit

Unless specifically mentioned in the contrary, this insurance applies to any *insured person* at all ages.

### 3. Notice of claims

Written notice of claim must be given to *us* by the *insured person* within 30 days of the date of the incident causing such loss. In the event of *accidental* death, immediate notice thereof must be given to *us* by *insured person's* legal representative.

All other certificates, information and evidences required by *us* shall be furnished at the expenses of the *insured person's* or the personal representative of the *insured person* and shall be in such form and of such nature as *we* may prescribe. If the *insured person* does not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under the *certificate of insurance*.

### 4. Proof of loss

Written proof of loss must be furnished to *us* within 30 days from the date of issuance of *our* receipt of the claim provided to *us*. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished at the expense of the claimant without any expense to *us*.

### 5. Claims admittance

In no case shall *we* be liable in respect of any claim after the expiry of 12 months from the occurrence of the incident giving rise to a claim under the *certificate of insurance* unless the claim has been admitted or is the subject of a pending legal action or arbitration.

### 6. Medical examination

*We* shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if *we* deem necessary and in the event of death to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

### 7. Payment of claims

*We* will pay all benefits (except for Section 2(b) and 2(c)) to the *insured person* for their respective rights and interests. Benefits payable under Section 2(b) - Emergency Medical Evacuation and/or Repatriation Service and Section 2(c) - Repatriation of Mortal Remains will be paid directly to the service provider. All payment of claims in the *certificate of insurance* shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured person*, *we* will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in the *certificate of insurance* will be paid immediately after the receipt of due proof upon *our* approval.

### 8. Liability claims

The *insured person* must not admit, deny, or settle a claim without *our* consent.

### 9. Misrepresentation or non-disclosure

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose *pre-existing conditions* or fail to act in utmost good faith, *we* will not be liable for any claim and all covers and benefits under the *certificate of insurance* shall cease immediately. *We* will not be liable to refund any premium paid. If any benefit has been paid by *us*, the *insured person* shall refund such benefit to *us* within eight working days from the date of *our* notice of demand.

### 10. Misstatement of age

If the *insured person's* age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the *insured person's* age has been misstated and if, according to the correct age, the coverage provided by the *certificate of insurance* would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then *our* liability shall be limited to the refund of premiums paid for the *certificate of insurance*, and *we* will be entitled to void or terminate the *certificate of insurance* totally.

### 11. Zurich Emergency Assistance

The service provider of Zurich Emergency Assistance is an independent service provider providing such respective services to the *insured person* upon his/her request. *We* or any of our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its respective employees, agents or representatives.

### 12. Other insurance

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as the *certificate of insurance*, *we* will only be liable for *our* proportionate share (except for Section 1(b) (c), Section 3, Section 4(a), Section 10(a), Section 11, Section 18(a) (b)(c)(e)(f)).

### 13. Clerical error

*Our* clerical errors shall not invalidate the *certificate of insurance* otherwise valid nor continue the *certificate of insurance* otherwise not valid.

### 14. Legal action

No legal action shall be brought to recover on the *certificate of insurance* prior to the expiration of 60 days after written proof of claims has been filed in accordance with the requirements of the *certificate of insurance*, nor shall such action be brought at all unless commenced within one year from the expiration of the time within which proof of claims is required.

### 15. Subrogation

*We* have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under the *certificate of insurance*, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which *we* are entitled by virtue of *our* right hereunder.

### 16. Alternative dispute resolution

In the event of a dispute arising out of the *certificate of insurance*, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within 90 days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the *certificate of insurance*. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under the *certificate of insurance* and the *insured person* does not commence arbitration in the aforesaid manner within 12 calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the *certificate of insurance*.

## 17. Right of Third Parties

Other than the insured/policyholder or the *insured persons* or as expressly provided to the contrary, a person who is not a party to the *certificate of insurance* has no right to enforce or to enjoy the benefit of any term of the *certificate of insurance*. Any legislation in relation to third parties' rights in a contract shall not be applicable to the *certificate of insurance*. Notwithstanding any terms of the *certificate of insurance*, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the *certificate of insurance*.

## 18. Compliance with policy provisions

Failure to comply with any of the provisions contained in the *certificate of insurance* shall invalidate all claims hereunder.

## 19. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to the *insured person* from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

The *insured person* shall, and shall procure all other *insured person* covered under the policy to, authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the necessary purposes as set out in our privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer the *certificate of insurance*, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

## 20. Governing Law and Jurisdiction

The *certificate of insurance* shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

## 21. Sanction

Notwithstanding any other terms under the *certificate of insurance*, *we* shall not be deemed to provide coverage or make any payments or provide any service or benefit to the *insured person* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured person* would violate any applicable trade or economic sanctions law or regulation. The above clause shall also apply for any trade or economic sanction law or regulation that *we* deem applicable or if the *insured person* or other party receiving payment, service or benefit is a sanctioned person.

## CLAIMS PROCEDURE

Step 1: Notify *us* within 30 days of any occurrence which may give rise to a claim.

Step 2: Complete and provide a claim form and the following documents to *us*.

### Medical expenses

- Original medical bills issued by a clinic or *hospital* with the itemized list and/or details of the medical expenses
- Copy of a dated medical report/certificate showing the name of the *insured person*, diagnosis and treatment certified by *medical practitioner*
- Referral letter issued by a *medical practitioner* certifying that the recommendation for trauma counselling is based solely on the a traumatic event the *insured person* has experienced during the *insured journey*

### Personal accident

- Copy of a death certificate
- Copy of a dated medical report/certificate issued by a *medical practitioner* certifying the degree or severity of disability
- Police report and/or coroner's report, where relevant
- Letters of administration or grant of probate

- (In the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one year due to sinking or wrecking of the transportation means

### Compassionate death cash/compassionate visit

- Copy of a death certificate
- Copy of documents for the proof of relationship (e.g. birth certificate, marriage certificate, etc.)
- Original official receipts for the paid travel fare and/or accommodation

### Personal baggage

- Copy of police report (which must be made within 24 hours of the occurrence) and/or property irregularity report from *airline/public common carrier*, where relevant
- Original purchase receipts for the lost/damaged item(s)
- Copy of repair quotation for the damaged item(s)
- Photographs showing the extent of damage to the claim item(s)

### Personal money, travel document and/or travel ticket

- Copy of police report (which must be made within 24 hours of the occurrence)
- Original official receipts for extra accommodation fee, travel expenses and replacement cost of the lost travel document and/or *travel ticket*

### Baggage delay

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay
- Original purchase receipts for the emergency items due to baggage delay

### Travel delay/re-routing cost/extra hotel cost/cancellation due to travel delay/ involuntary journey extension allowance/ cruise rejoining expenses

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay
- Original receipt(s) issued by the *public common carrier* for the cost of the actual ticket(s)
- Original *official tour receipts* for the prepaid travel fare and/or accommodation and/or travel tour and/or shore excursion tour

### Cancellation or curtailment of trip or single occupancy/shore excursion cancellation allowance/involuntary change of cruise destination allowance and additional travel document fee

- Original *official tour receipts* for the prepaid travel fare and/or accommodation and/or travel tour and/or shore excursion tour
- Copy of a death certificate/dated medical report/certificate showing the name of the *insured person/close business partner/immediate family members/travel companion/domestic partner*, diagnosis and treatment certified by *medical practitioner*
- Summons to a witness or jury service or *compulsory quarantine*
- Evidence showing the serious damage to the *insured person's principal home*
- Written confirmation from the *public common carrier* including date, times in the event of mechanical and/or electrical breakdown
- Copy of documents for the proof of relationship (e.g. birth certificate, marriage certificate, etc.)
- Copy of written confirmation issued by *airlines/public common carrier/cruise company/accommodation provider and travel agent* indicating whether there is any refund for the paid travel fare and/or accommodation and/or travel tour and/or excursion tour

### Personal liability

- Statement of the nature and circumstances of the incident or event (No admission of liability or settlement can be made or agreed to without *our* written consent)
- Copy of police report or incident report issued by relevant authority
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

### Rental vehicle excess

- Copy of vehicle rental agreement
- Copy of the comprehensive motor vehicle insurance showing details of coverage and the deductible taken out by the *insured person* for the rental vehicle
- Copy of incident report issued by vehicle rental company and/or police report, both documents showing details of *accident*
- Original invoice/receipt showing the charge of the rental vehicle excess and/or NOC by the rental company

### Overseas emergency call

- Official receipt from the telecommunication service provider showing the date and number of the *overseas* emergency calls
- A medical report/certificate issued by a *medical practitioner* stating that the *insured person* requires *overseas* emergency medical services at the time due to *serious physical injury or serious illness* encountered during the *insured journey*. The certificate should include the name of the *insured person*, symptoms, treatment date, and receipts.

Additional documents relevant to the claim may be required and to be forwarded upon *our* request.

### WHAT TO DO WHEN THE INSURED PERSON NEEDS HELP

In a medical or other emergency, call *our* 24-hour Zurich Emergency Assistance hotline in *Hong Kong* +852 2886 3977 and quote the *insured person's* name and the master policy number printed on the *certificate of insurance*. An experienced assistance coordinator will handle the *insured person's* enquiry.

To make a claim, call *our* claims hotline on +852 2903 9388. For *our* customer service, call *our* enquiry hotline on +852 2968 2288. *Our* office hours are Monday to Friday 9:00 a.m. to 5:30 p.m.

### ENDORSEMENT TO CERTIFICATE OF INSURANCE –

It is hereby declared and agreed that the following benefits are added to the *certificate of insurance*:

Notwithstanding point 12 under Part 3 – General Exclusions, in the event that the *Hong Kong* Security Bureau has hoisted the Black Outbound Travel Alert (hereinafter called “OTA”) or Red OTA against the planned destination(s) of an *insured journey* after the *effective date* of this insurance, *we* will pay the following benefits to the *insured person*:

#### (a) Cancellation of trip

If the Black OTA or Red OTA is hoisted within one week before the commencement date of the *insured journey* and the *insured person* has to cancel such *insured journey*, or the *travel agent* has to cancel the group tour travel due to Black OTA or Red OTA, *we* will pay for the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance and for which the *insured person* is legally liable and which are not recoverable from any other sources, subject to the sub-limits below:

1. Black OTA – reimburse up to 100% of the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance or up to the *maximum benefits* as stated in the Table of Benefits under Section 12(a) – Cancellation of Trip, whichever is lower.
2. Red OTA - reimburse up to 50% of the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance or up to the *maximum benefits* as stated in the Table of Benefits under Section 12(a) – Cancellation of Trip, whichever is lower.

#### (b) Curtailment of trip

If the Black OTA or Red OTA is hoisted during the *insured journey* (provided that the Black OTA or Red OTA was not hoisted on the departure date) and the *insured person* has to abandon the *insured journey* and return to *Hong Kong*, *we* will pay for the loss of unused travel fare and/or *accommodation* expenses for which the *insured person* is legally liable and which are not recoverable from any other sources, and/ or additional actual travel fare and *accommodation* expenses reasonable and necessarily incurred, subject to the sub-limits below:

1. Black OTA – reimburse up to 100% of the loss of unused travel fare and/or *accommodation* expenses and/or additional actual travel fare and *accommodation* expenses or up to the *maximum benefits* stated in the Table of Benefits under Section 13 – Interruption of Trip, whichever is lower.
2. Red OTA – reimburse up to 50% of the loss of unused travel fare and/or *accommodation* expenses and/or additional actual travel fare and *accommodation* expenses or up to the *maximum benefits* as stated in the Table of Benefits under Section 13 – Interruption of Trip, whichever is lower.

In the event that the *insured journey* is a packaged group tour arranged by *travel agent*, the benefit payable for the curtailment expenses in relation to the loss of unused travel fare and/or *accommodation* expenses forfeited will be calculated in proportion of the packaged group tour cost to the number of days remaining after the relevant interruption of the *insured journey*.

#### Special condition applicable to the above (a) and (b):

The *insured person* must first recover the tour fees and/or travelling/*accommodation* fees from the *travel agent* and/or *public common carrier* and/or provider of any service before *we* pay the remaining irrecoverable costs.

#### (c) Refund of administration fee charged by the travel agent and/or visa fee

If the Black OTA or Red OTA is hoisted within one week before the commencement date of the *insured journey* and the *insured person* has to cancel such *insured journey*, *we* will pay the irrecoverable administration fee charged by the *travel agent/public common carrier/hotel* and/or visa fee paid for the entry into the planned destination(s), up to HKD 300 in aggregate to the *insured person*.

#### (d) Involuntary journey extension allowance

If the circumstance(s) or incident(s) leading to the issuance of the Black OTA being hoisted during the *insured journey* (provided that the Black OTA was not hoisted on the departure date) prevent(s) the *insured person* from completing the *insured journey* within the period stated in the original *itinerary* and cause(s) the *insured person* to stay at the planned destination involuntarily while the Black OTA to be hoisted, *we* will pay a daily allowance of HKD 500 to the *insured person*, up to a maximum of 10 calendar days.

#### Special condition applicable to the above (d)

1. Should a loss arise for which a claim for Section 10(a) under the *certificate of insurance* is payable, no further claims shall be payable under this Section (d) arising from the same cause.
2. Should a loss arise for which a claim for Hotel cost due to involuntary journey extension in Section 13 under the *certificate of insurance* is payable is payable, no further claims shall be payable under this Section (d) arising from the same cause.

#### Exclusions:

This endorsement does not cover:

1. if the Red or Black OTA is hoisted or announced to the destination(s) listed in the *itinerary* before the *effective date*;
2. if the *insured person* refuses to take the first available alternative transportation offered by the original *public common carrier* (applicable to (d) only).

Other benefits, terms and conditions as stated in the *certificate of insurance* remain unchanged.

(In the event of any discrepancies or inconsistencies between the English and Chinese versions of the T&C, the English version shall prevail.)

本新華旅遊保險計劃的條款及細則乃屬於「保險證書」之一部份，需連同「保險證書」及由「旅行社」發出之「購買收據」一同閱讀。

#### 第一部份 – 詞彙的定義

本條款及細則內某些詞彙具有指定含意，釋義已分別列明如下。為方便識別有關詞彙，特將此等詞彙全部加上引號。

##### 「意外」

在「受保旅程」中，任何不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。

##### 「保險證書」

本保險證書，包括條款及細則，及於保險證書第五部份 - 基本條款第一項提及的所有文件。

##### 「中國」

中華人民共和國，惟不包括「香港」及澳門。

##### 「中醫」

任何根據「香港」法律內的中醫藥條例合法註冊成為中醫的人士，但如該中醫為「受保人」本人或「直系親屬」或「同居伴侶」則除外。

##### 「強制隔離」

「受保人」必須入住「醫院」內之隔離病房或政府指定之隔離地點最少一整日，並連續逗留於該隔離地點直至可以離開隔離區為止。此定義並不包括自我隔離或家居隔離。

##### 「住院」

「受保人」因「損傷」或「疾病」而須遵照「醫生」囑咐入住「醫院」接受治療並在出院前一直逗留於「醫院」內。「受保人」須出示「醫院」發出的每日病房及膳食費用單據，以作證明。

##### 「同居伴侶」

一名年齡 18 歲或以上、選擇以親密和忠誠的關係與「受保人」共同生活的未婚成年人，與「受保人」同居於一起最少三年並以此為長遠目標，以及能提供相關住址證明。同居伴侶並不包括室友或任何「直系親屬」。

##### 「生效日期」

(i) 「保險證書」的簽發日期或 (ii) 第十二節 - 取消旅程保障開始生效之日期，以較遲者為準。

##### 「覆診」

直接因「受保人」在「受保旅程」中已接受治療或「住院」的「損傷」或「疾病」所引致的治療。

##### 「香港」

中華人民共和國香港特別行政區。

##### 「醫院」

符合下列所有條件的機構：

- 持牌醫院（如所在國家或司法管轄區規定領有牌照）；及
- 主要業務為接受患病、染恙或受傷人士「住院」及提供醫療護理服務；及
- 駐有註冊護士或合資格護士每天24小時提供看護服務；及
- 有一名或以上持牌「醫生」時刻駐院；及
- 提供有組織的設施為「住院」病人進行醫學診斷及大型外科手術；及
- 主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。

##### 「疾病」

「受保人」於「受保旅程」中感染及開始患上的疾病或病症，以致構成「保險證書」所承保的損失。

##### 「直系親屬」

「受保人」的配偶、父母、配偶父母、祖父母 / 外祖父母、配偶的祖父母、子女、女婿或媳婦、兄弟姊妹、孫兒女或合法監護人。

##### 「傳染病」

指於某一個區域突然及不可預料地爆發經由人傳人感染的傳染病（而「受保人」是原定前往該區），並迅速及廣泛傳播多人，導致該國家的確診人數異常地上升，及有關資料由政府認可的醫療衛生部門或機構公開發佈及記錄。此定義並不適用於任何擴散至被「保險證書」定義為「大流行病」的傳染病。

##### 「損傷」

純粹因「意外」而非任何其他事故下所蒙受之身體損傷。

##### 「受保旅程」

於團體旅遊的單次旅遊計劃中，是指「受保人」於旅程出發日到達「旅行社」指定之集合地點開始其團體旅程，直至「受保人」完成該團體旅遊後到達指定之解散地點為止。如「受保人」並非於團體旅遊完結當天回程，旅程則在列明於「購買收據」內之回程日返回「香港」抵達香港入境事務處 / 櫃檯為止。

於自訂旅程旅遊的單次旅遊計劃中，是指「受保人」為出境「香港」而離開香港入境事務處 / 櫃檯開始，直至「受保人」(i) 於列明於「附表」內之日期返回「香港」或(ii) 返回「香港」境內抵達香港入境事務處 / 櫃檯為止，二者以較先為準。

##### 「受保人」

「購買收據」或批註內註明為受保人之人士。

##### 「行程表」

在「受保旅程」開始前已由「公共交通工具」機構、「旅行社」、旅遊承辦商或郵輪公司確定，並連同「購買收據」或確認文件一同簽發的詳細計劃「海外」行程。

##### 「手提電腦」

手提電腦、記事簿型電腦或迷你記事簿型電腦，惟不包括個人數碼助理 (PDA)、掌上電腦(HHC)或任何類型之平板電腦。

##### 「失聰」

「永久」及無法恢復之聽力，如：

- a - 分貝 = 500 赫茲失聰
- b - 分貝 = 1,000 赫茲失聰
- c - 分貝 = 2,000 赫茲失聰
- d - 分貝 = 4,000 赫茲失聰

即  $1/6 (a + 2b + 2c + d)$  高於 80 分貝。

##### 「斷肢」

失去手腕或足踝處或其以上的肢體部份。

### 「失明」

視力完全喪失及「永久」無法復原。

### 「喪失說話能力」

無法發出說話所需的四種語音中的三種，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。

### 「殘廢」

「永久」完全喪失功能效用，或完全或「永久」失去肢體或器官。

### 「最高賠償額」

列於「保險證書」的保障表內每項保障的賠償額。

### 「醫療必須費用」

「受保人」於「受保旅程」中由第一日遭遇「損傷」或感染「疾病」起計所須支付予「醫生」、物理治療師、護士、「醫院」及/或救傷車服務的費用，包括醫藥、手術、X光檢查、「醫院」或護理治療包括醫療用品及租用救傷車的費用，但不包括「保險證書」內第二部份第二節(b) - 緊急醫療運送及/或運返或第二節(c) - 遺體運返兩項保障所需的任何費用。「保險證書」僅負責賠償經由「醫生」所處方或治療的費用。倘「受保人」可從其他來源取回全部或部份費用，「本公司」則根據「保險證書」條款負責賠償剩餘的費用。

### 「醫生」

擁有西方醫藥學位，及已獲准在其執業的地區合法提供醫療或外科服務的人士，惟「受保人」或「直系親屬」或「同居伴侶」除外。

### 「購買收據」

由「旅行社」發給「受保人」的正式收據，收據上註有指定之證書號碼。

### 「海外」

列明於「行程表」內的「受保旅程」目的地，但不包括「香港」及旅程出發的城市。

### 「大流行病」

- 當一種具有傳播性的疾病於全球數個國家內盛行及在有關當地人口中廣泛傳播，引致此等國家的感染人口比例異常地高，及有關資料由政府認可的醫療衛生部門或機構公開發佈及記錄，任何此情況均視為大流行病；或
- 被世界衛生組織宣佈為大流行病的疾病。

### 「永久」

「意外」事故發生之日起計，損害情況持續至少 12 個月，並於此段時間終結時沒有好轉之跡象。

### 「投保前已存在的傷疾」

指「受保人」，「直系親屬」，「同居伴侶」或「同行人士」於「生效日期」前已曾接受「醫生」之治療、診症或傷疾處方服藥，又或「醫生」曾作出醫療建議或治療的任何狀況。

### 「主要居所」

在「香港」被用作為私人住宅的屋苑或樓宇，而該屋苑或樓宇須為「受保人」唯一的永久住所。

### 「公共交通工具」

任何由個別公司或個人持牌出租以接載付款乘客的機動客運交通工具，包括但不限於公共巴士、旅遊巴士、的士、渡輪、郵輪、氣墊船、水翼船、輪船、火車、電車、地下火車、及註冊的航空公司或包機公司營運以接載付款乘客的飛機及直升機，來往於商業機場或直升機場之間、及有固定班次的機場巴士。

### 「有關文件」

包括申請書、「購買收據」、「保險證書」、條款及細則、保障表、聲明、附加契約、批單、附件及修訂本（不論以口述或書面形式或網上形式）。

### 「嚴重損傷」或「嚴重疾病」

需經由「醫生」治療的損傷或疾病，並經「醫生」證實「受保人」或「同行人士」不適宜旅遊或繼續其原訂的旅遊行程及必須於「醫院」「住院」。嚴重損傷或嚴重疾病亦包括「受保人」或「同行人士」因損傷或疾病而被任何司法、政府或機場之管理機構拒絕登上原定之「公共交通工具」或拒

絕入境。若套用於「直系親屬」或「同居伴侶」，是指「直系親屬」或「同居伴侶」的損傷或疾病，經「醫生」證明他們會有生命危險及必須於「醫院」「住院」，以致「受保人」需要停止或取消原定「受保旅程」。

### 「恐怖活動」

任何個人或團體，不論獨自行動或代表任何組織或與任何組織有關連，為達到政治、宗教、信念或類似目的，作出任何意圖影響任何國家、政治部門，或由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇的行動。任何恐怖活動必須經有關政府確認及公開宣布。惟本定義並不包括「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、內戰、叛亂、暴動、軍事力量或政變，或任何使用核子技術的行為。

### 「三級燒傷」

皮膚所有皮層及皮下組織被燒毀。

### 「完全傷殘」

「受保人」遭遇「意外」而蒙受「損傷」，並且於事發後連續 90 日內完全不能從事任何根據「受保人」的學歷、專業訓練或經驗而可賺取薪金、酬勞或利益的工作。如「受保人」並無從事任何職業或工作，則指其喪失應付日常生活事務的能力。

### 「旅行社」

指在「保險證書」上註明的旅行社。

### 「同行人士」

與「受保人」一同報名參加或預訂旅遊行程的人士，於整個「受保旅程」一直與「受保人」同行，而非其導遊或團友。

### 「旅行票」

用以乘坐任何「公共交通工具」的旅行票。

### 「戰爭」

兩國或多國因任何事故交戰，或主權國家之間的武裝衝突，不論正式或未正式宣戰的公開軍事衝突，又或國與國之間經國家正式批准而：(i)宣布終止和平關係；及(ii)陷入武裝敵對局面。

### 「本公司」

蘇黎世保險有限公司。

## 第二部份 – 保障內容

以下各項保障是根據「購買收據」內列明「受保人」已選擇的計畫級別配對保障表內的保障範圍及賠償限額。

### 第一節 – 醫療保障

#### (a) 醫療費用

如「受保人」於「受保旅程」中蒙受「損傷」或感染「疾病」，「本公司」會賠償「受保人」合理的實際「醫療必須費用」予「受保人」。

#### – 包括「覆診」費用

本節亦承保「受保人」於返回「香港」後 3 個月內，因「損傷」或「疾病」需要「覆診」的醫藥治療，「本公司」將負責賠償「受保人」所需的實際「醫療必須費用」，但不超過保障表所載之「覆診」費用限額。而「覆診」費用當中亦包括「中醫」診治，每日每次上限為 200 港元，最高為 3,000 港元。

#### – 包括「海外」「醫院」求診之交通費用

「本公司」將支付「受保人」於「受保旅程」中蒙受「損傷」或感染「疾病」而需往「海外」「醫院」求診之實際來回「醫院」交通費用（索償時需提供有關交通費用之發票/或收據）。

#### (b) 「海外」住院現金津貼

如「受保人」在「受保旅程」中蒙受「損傷」或感染「疾病」而需於「海外」「醫院」「住院」，「本公司」將支付每日現金津貼予「受保人」。

#### (c) 「強制隔離」現金津貼

如「受保人」於「受保旅程」中在「海外」因被懷疑或確診感染不可預見的「傳染病」而在「受保旅程」被當地政府「強制隔離」，或於「受保旅程」完結後返回「香港」三日內被「香港」政府「強制隔

離」·「受保人」可於被「強制隔離」期間獲得每日隔離現金津貼。如因同一「受保旅程」多於一次「強制隔離」·本保障的合共總賠償額不超過保障表所載之「最高賠償額」。

#### 第一節(c)的特別條款

1. 任何家居隔離並不包括於此保障之內。
2. 如於「受保旅程」出發當日或之前·有關之行程目的地已被宣布為疫埠·則不會獲得任何保障。

#### (d) 休養期間酒店住宿費用及交通費用

如「受保人」在「受保旅程」中遭遇「嚴重損傷」或患上「嚴重疾病」而需於「醫院」「住院」·於出院時經主診「醫生」之建議需先作休養再繼續旅程·「本公司」將支付「受保人」因此休養目的而引致於「海外」之實際酒店住宿費用·以每日1,000港元為上限。「本公司」亦會支付「受保人」一張單程的經濟客位「旅行票」予「受保人」返回「香港」。

#### 第一節的不承保事項

本節並不承保：

1. 任何非必要或並非由「醫生」建議的醫療治療；在身體狀況許可下·「受保人」拒絕依循「醫生」之建議返回「香港」·或拒絕繼續其「受保旅程」而引致之任何損失；
2. 任何未能提供「醫生」或「中醫」的醫療報告證明的手術或治療；
3. 根據「醫生」的意見·在合理情況下該手術或治療在「受保旅程」中並非急切及醫療必須·而且可合理地延期至「受保人」返回「香港」後進行；
4. 牙科護理及治療·除非於「受保旅程」中因「損傷」導致健全及天然之牙齒所引致之緊急及必須的診治費用；
5. 整容手術·糾正眼球折射的誤差或配用助聽器·採購或採用特別支架·儀器或裝置及有關的處方費用·除非是於「受保旅程」中因「損傷」導致之必要費用並由「醫生」以書面建議使用；
6. 任何以「香港」政府發出之醫療券支付之「覆診」治療費用；
7. 任何「醫院」內獨立或私人房間住宿·特別或私家看護的額外費用·惟第二節(b)項所述的緊急醫療運送所需費用除外；非醫療用的個人服務·包括收音機·電話及類同的物品。

#### 第二節 – 蘇黎世緊急支援

「受保人」在「受保旅程」中蒙受「損傷」或感染「疾病」·蘇黎世緊急支援將安排以下保障及支付有關所需費用：

##### (a) 入院保證金

蘇黎世緊急支援將為每名「受保人」提供因入住「醫院」而需繳付的「住院」保證金·惟不超過 78,000 港元。如該保證金之用途並非「保險證書」內第一節 - 醫療保障承保之項目·則金額需退還給「本公司」·並一律由「受保人」自付。

##### (b) 緊急醫療運送

「受保人」因緊急運送至其他地方接受治療·或運返「香港」所引致的必要及無可避免的交通·醫護服務及醫療用品費用。離境的時間·交通工具及離境最後目的地將由蘇黎世緊急支援完全根據醫療需要作出決定。

##### (c) 遺體運返

將「受保人」遺體從身故地運送回「香港」所引致合理及無可避免的開支·又或經蘇黎世緊急支援批准於身故地殮葬的費用。

##### (d) 近親探望

如「受保人」在「受保旅程」中遭遇「嚴重損傷」或患上「嚴重疾病」而需於「香港」境外之「醫院」「住院」連續三天以上·「本公司」將支付一名「直系親屬」或「同居伴侶」前往該地的來回經濟客位「旅行票」·或為一名合適的「同行人士」因停留當地而提供每人一張單程經濟客位「旅行票」·以及於當地實際的酒店住宿費用(每日上限為700港元及最高至五日)·以陪伴及照顧「受保人」。本保障只可在同一「受保旅程」中索償一次。

##### (e) 交通及住宿費用

蘇黎世緊急支援將支付「受保人」一張單程經濟客位「旅行票」及因接受緊急醫療運送後(如第二節(b)定義)以恢復「受保旅程」的行程或返回「香港」前所引致的必要及無可避免酒店住宿費用。本節的賠償上限為每日1,950 港元及每「受保旅程」7,800 港元。惟此費用必須基於醫療需要及預先得到蘇黎世緊急支援獨有決定權批核。

##### (f) 隨行兒童遣送

如「受保人」在「受保旅程」中死亡·或遭遇「嚴重損傷」或患上「嚴重疾病」而需於「香港」境外之「醫院」「住院」連續3天以上·其同行之17歲以下之兒童因此而失去照顧·蘇黎世緊急支援將支付一張單程的經濟客位「旅行票」予該名(等)兒童返回「香港」。如有需要·蘇黎世緊急支援亦可安排一名合資格的服務員陪伴該名(等)兒童返回「香港」。

##### (g) 24小時電話熱線諮詢及轉介服務

- i. 啟程前諮詢援助
- ii. 轉介領使館
- iii. 轉介醫療服務人員或機構
- iv. 遺失護照援助
- v. 遺失行李援助
- vi. 轉介傳譯服務
- vii. 轉介律師
- viii. 電話醫療顧問服務
- ix. 住院期間監察病情
- x. 醫療費用保證金安排

除非「保險證書」另行訂明承保·有關以上(ix)及(x)項的服務·「受保人」必須負責支付「醫院」·「醫生」(「本公司」批准的「醫生」除外)或任何其他醫療專業團體或人士收取的費用。

蘇黎世緊急支援由蘇黎世保險有限公司所委任的服務機構提供。

#### 第二節的不承保事項

下列情況提及的任何服務或其費用將不受保障：

1. 如「受保人」身處的地點有爆發「戰爭」的危險或政治危機·以致實際上無法提供本節訂明的服務；
2. 事前未經蘇黎世緊急支援書面同意及/或未經由蘇黎世緊急支援安排緊急醫療運送或遺體運返或其他費用。如「受保人」必須從偏遠或落後地區緊急撤離就醫而事前無法通知蘇黎世緊急支援·鑒於任何延誤可能危害「受保人」性命或構成嚴重影響·此情況則屬例外；
3. 任何有違「醫生」勸喻·而到「香港」境外的國家旅遊或居住；
4. 「受保人」離開「香港」旅行或居住的目的是為啟程前已發生的意外或疾病而接受治療·休養或療養。

#### 第三節 – 個人「意外」

如「受保人」因遭遇以下第三節(a)或(b)項列明之「意外」事故而蒙受「損傷」·而該「損傷」於「意外」發生後連續12個月內引致以下賠償表內任何之保障項目·「本公司」將根據賠償表列明該項目的「最高賠償額」百分比作出賠償。

##### (a) 乘坐「公共交通工具」或遇劫時發生之「意外」

如「受保人」在「受保旅程」中因以下情況蒙受「損傷」：

- i. 以乘客身份(並非操作員·機師或機員)乘坐·登上或離開任何「公共交通工具」時；或
- ii. 於遇劫或被企圖行劫事故中·包括於逃離有關事故時·成為無辜受害者；

##### (b) 其他「意外」

「受保人」在「受保旅程」中並非因第三節(a)之「意外」導致之「損傷」。

賠償表	
保障項目	
「意外」死亡及傷殘	「最高賠償額」百分比
1. 死亡	100%
2. 「永久」「完全傷殘」	100%
3. 四肢「永久」癱瘓	100%
4. 雙眼「永久」完全「失明」	100%
5. 一眼「永久」完全「失明」	100%
6. 喪失任何雙肢或任何雙肢「永久」完全「殘廢」	100%
7. 喪失任何一肢或任何一肢「永久」完全「殘廢」	100%
8. 「喪失說話能力」及「失聰」	100%
9. 「永久」及無法痊癒之精神錯亂	100%

10.	「永久」完全「失聰」： (a) 雙耳 (b) 單耳	75% 15%
11.	完全「喪失說話能力」	50%
12.	「永久」完全喪失一眼晶狀體	50%
13.	喪失四隻手指及姆指或「永久」完全「殘廢」 (a) 右手 (b) 左手	70% 50%
14.	喪失四隻手指或「永久」完全「殘廢」 (a) 右手 (b) 左手	40% 30%
15.	喪失一隻姆指「永久」完全「殘廢」 (a) 兩個右關節 (b) 一個右關節 (c) 兩個左關節 (d) 一個左關節	30% 15% 20% 10%
16.	喪失手指或「永久」完全「殘廢」 (a) 三個右關節 (b) 兩個右關節 (c) 一個右關節 (d) 三個左關節 (e) 兩個左關節 (f) 一個左關節	15% 10% 7.5% 10% 7.5% 5%
17.	喪失腳趾或「永久」完全「殘廢」 (a) 所有腳趾 — 一隻腳 (b) 腳拇趾 — 兩個關節 (c) 腳拇趾 — 一個關節	20% 7.5% 5%
18.	倘完全傷殘狀況並未包括於上述保障項目10至17內，「本公司」有絕對決定權以符合上述傷殘程度之比例釐定應予賠償「最高賠償額」百分比，但不會與以上第10至17項之百分比不一致。	

#### (c) 燒傷「意外」

如「受保人」在「受保旅程」中因「意外」而蒙受「三級燒傷」，而該「三級燒傷」於「意外」發生當日起計連續 12 個月內直接導致以下「三級燒傷」賠償表內其中一項燒傷部位，「本公司」將根據賠償表所列的「最高賠償額」百分比作出賠償，但以「保障表」所載之「最高賠償額」為上限。

「三級燒傷」		「最高賠償額」 百分比
部位	燒傷部位佔表面總面積的百分比	
頭部	(a) 燒傷佔「頭部」表面總面積達8%或以上	100%
	(b) 燒傷佔「頭部」表面總面積達5%或以上，但不足8%	75%
	(c) 燒傷佔「頭部」表面總面積達2%或以上，但不足5%	50%
身體 (不包括頭部)	(a) 燒傷佔身體表面總面積達20%或以上	100%
	(b) 燒傷佔身體表面總面積達15%或以上，但不足20%	75%
	(c) 燒傷佔身體表面總面積達10%或以上，但不足15%	50%

#### 賠償條款：

- 假如在同一「意外」事件中遭受多於一項保障項目 / 燒傷部位，只有最高賠償額的一項保障項目 / 燒傷部位可個別根據第三節(a)或(b)及(c)所列獲得賠償。
- 於保單所承保之「損傷」前已存在之殘缺或燒傷，不會獲得任何賠償。

#### 第三節的特別條款

- 第三節(a)不適用於任何「受保旅程」開始時年齡為17歲或以下，或76歲或以上之「受保人」。
- 於「受保旅程」開始時年齡為17歲或以下，或76歲或以上之「受保人」，其最高賠償根據第三節(b)及(c)（不論任何類型之「意外」）均為「保障表」所載之「最高賠償額」的50%作出賠償。

#### 第三節的附加保障

- 於本節中，「本公司」提供額外保障予「受保人」於以下時間蒙受的任何「損傷」：
  - 「受保人」於安排乘坐的「公共交通工具」預定離港時間前3小時內，直接從「香港」住所或慣常工作地點啟程到「香港」入境事務處 / 櫃檯以開始「受保人」的「受保旅程」；及
  - 「受保人」在結束「受保旅程」時，於安排乘坐的「公共交通工具」實際抵港時間後三小時內，直接從「香港」入境事務處 / 櫃檯返回「受保人」的「香港」住所或慣常工作地點。
- 失蹤條款  
倘若「受保人」乘搭之「公共交通工具」發生「意外」，並導致失蹤、墮毀或沉沒，而「受保人」之遺體於該次「意外」事件發生後一年內，仍無法尋回；「本公司」將視「受保人」在「保險證書」承保的「意外」事故中死亡而作出賠償。

#### 個人「意外」之最高賠償責任

如「受保人」同時受保於多張由「本公司」及 / 或與「本公司」有關公司所簽發之保單而每張均包括其個別定義之意外死亡及永久傷殘保障，「受保人」於所有有關之保單的意外死亡及永久傷殘保障合共總賠償額不可超過 5,000,000 港元，而每份保單的賠償將根據總賠償額按比例分配。

#### 第三節的不承保事項

本節並不承保一切由病毒及 / 或「疾病」引致的死亡或「損傷」。

#### 第四節 – 身故恩恤金及緊急啟程保障

##### (a) 身故恩恤金

如「受保人」在「受保旅程」中死亡（「意外」或自然），「本公司」將賠償身故恩恤金予其遺產承繼人。

##### (b) 緊急啟程費用

如「受保人」在「受保旅程」中死亡，「本公司」將支付一名「直系親屬」或「同居伴侶」前往該地的來回經濟客位「旅行票」以及於當地實際而合理的酒店住宿費用。

#### 第五節 – 個人行李保障

如「受保人」穿戴或攜帶的個人財物，包括屬於其個人的行李或物品，於「受保旅程」中意外遺失或損毀，「本公司」將作出賠償。如任何個人物品或個人財物放置於無人看管之車輛內，則須存放於已上鎖車輛的行李廂或車輛後座背後之儲物位置內。

只適用於優越計劃或郵輪計劃：本節只承保「受保人」於「受保旅程」中攜帶的手提電話的意外損毀。

「本公司」有權根據其損耗及折舊程度賠償其重估價值或維修此物品。若修理費用超越損毀物品之價值時，「本公司」於處理該賠償申請時，會視該物品已遺失。個人行李的個別限額已列明於保障表內。

#### 第六節 – 遺失個人現金

如「受保人」在「受保旅程」中因被搶劫、爆竊或偷竊而損失隨身攜帶或放在已上鎖的酒店客房或郵輪客房內之現金或鈔票，「本公司」會向「受保人」作出賠償。

#### 第七節 – 遺失旅行證件及 / 或「旅行票」

如「受保人」的香港身份證、信用卡、駕駛執照、「旅行票」或旅行證件於「受保旅程」中意外遺失，「本公司」將支付其補領費用。

如「受保人」於「受保旅程」意外遺失旅行證件或「旅行票」，「本公司」將支付「受保人」因補領旅行證件或「旅行票」所衍生的額外交通及 / 或住宿費用，惟交通座位及 / 或住宿房間等級不能比「受保人」「受保旅程」內所載明之等級為高。

#### 第五節、第六節及第七節的不承保事項

此兩節並不承保：

- 在發現遺失後24小時內未向當地警方或公共機構報告及未能提供有關報告的任何損失；

- 在酒店或「公共交通工具」機構保管下引致的任何財物損失或損毀，除非發現損失後即時（及／或於三天內）向該等機構報告及獲得由其發出之書面證明；
- 因以下原因引致之任何損失：因海關或檢疫條例而被扣留或破壞；或被政府或有關機構充公或扣查之違禁品或非法攜帶或交易的物品；
- 在公眾場所因無人看管下或在沒有上鎖的車輛內引致的任何財物損失，任何原因未明的遺失或神秘失蹤；或因「受保人」沒有行使應有的謹慎及預防措施保管其財物而導致的損失；
- 任何遺失或損毀之物品已受其他保險承保，或已獲「公共交通工具」機構或酒店或其他機構賠償的損失
- 以下之物品：商業貨品或樣本、食品或飲料包括酒精飲料及／或藥物、煙草、隱形眼鏡、假牙及／或其配備、單車、古董、任何黃金、白金、鑽石、翡翠或珍珠、任何易碎或易破物品的損毀，如玻璃或水晶、金錢（包括支票、旅行支票等）、電子貨幣（包括信用卡或八達通的信用額等）、手提電話（包括電子手帳電話、任何擁有對話功能之類似儀器及其他配件）（除非是「意外」損毀）、票（「旅行票」除外）、票券或證券；任何金錢損失，除非是列明受保於第六節；
- 與「受保人」不同「公共交通工具」寄運之物品，或因獨立郵寄或付運紀念品與物件所引致的損失；
- 租借物品之遺失或損毀；
- 任何因欺詐或行騙引致的損失；
- 於是次「受保旅程」無需使用之任何旅遊證件及／或簽證及／或「旅行票」；
- 「受保人」未有或延誤補領證件而需繳納的任何罰款。

#### 第八節 – 因爆竊而損失家居物品

如「受保人」於「受保旅程」期間，於「香港」的「主要住所」因在沒有人居住的情況下遭爆竊引致該住所內之家居用品損失或遭到破壞，「本公司」會賠償「受保人」因此而遺失或損毀的家居用品。

爆竊是指被強行或使用暴力進入「主要住所」。

家居用品是指「受保人」或「主要居所」內居住之成員擁有的家居物件、個人物件、傢俱、裝置或裝修（包括室內擺設）。

「本公司」有權根據有關財物之損耗及折舊程度賠償其重估價值或維修該物品。若修理費用超越損毀物品之價值時，「本公司」於處理該賠償申請時會視該物品已遺失。

#### 第八節的不承保事項

本節並不承保：

- 以下類別之物品：
  - 商業貨品或樣本
  - 食品或飲料包括酒精飲料／藥物／煙草
  - 任何類型的金錢包括鈔票、貨幣或支票
  - 古董或收藏品
  - 法律文件包括契約、護照或證書
  - 票券或證券
  - 隱形眼鏡、假牙及所有其有關配備
  - 珠寶手飾或配件
  - 任何擁有對話功能之手提電話裝置及其有關配件
  - 電子貨幣（包括信用卡或八達通的儲值或信用額等）
  - 動物
  - 汽車(包括配件)、電單車、船隻、發動機及其他交通工具
  - 任何類型的存錄資料遺失或損毀
  - 任何用於工作上、或具有專業或商業用途的儀器或設備
- 「受保人」於「受保旅程」完結返回「香港」後24小時內未有向警方報案及未能遲交警方之報告。
- 錯誤、遺漏、兌換率的浮動或貶值而出現的上差額。

#### 第九節 – 個人責任

如「受保人」在「受保旅程」中發生「意外」令第三者死亡或蒙受「損傷」或財物損失，以致必須承擔法律賠償責任及／或任何法律費用，「本公司」將作出賠償。「本公司」的賠償將以保障表所載之「最高賠償額」為上限。惟在未得到「本公司」書面同意前，「受保人」不可向他人承認責任、提出或允許付出任何賠償或有關承諾、或牽涉入任何訴訟中。

#### 第九節的不承保事項

本節並不承保因下列原因直接或間接引起的責任：

- 任何商業、專業或貿易活動；
- 「受保人」任何故意、蓄意及不法行為或刑事行為；
- 「受保人」對任何「直系親屬」或親屬或僱主或僱員的責任；
- 合約責任；
- 擁有、佔用、使用或控制任何車輛、飛機、船隻、土地、建築物、槍械或動物；
- 「受保人」或「直系親屬」或親屬或僱主擁有、持控托管或保管的財物損毀；
- 任何「恐怖活動」。

#### 第十節 – 旅程延誤保障

如「受保人」安排乘坐及列明於原定「行程表」上之「公共交通工具」的出發或到達時間因罷工或其他工業行動、騷亂、暴亂、被騎劫、「恐怖活動」、惡劣天氣、天災、「公共交通工具」的機械及／或電路故障或機場關閉而延誤，「本公司」會按以下賠償保障予「受保人」：

##### (a) 旅程延誤津貼

每滿六小時的延誤，「本公司」會賠償 300 港元。延誤時間將以下列其中一項方式計算：

- 出發延誤是由列明於「受保人」原定「行程表」上之「公共交通工具」的開出時間，直至(i)該「公共交通工具」的實際開出時間或(ii)由該「公共交通工具」機構安排的首班取替交通工具的實際開出時間作出計算；或
- 到達延誤是由列明於「受保人」原定「行程表」上之「公共交通工具」的到達時間，直至(i)該「公共交通工具」的實際到達時間或(ii)由該「公共交通工具」機構安排的首班取替交通工具的實際到達時間作出計算。

在同一班次的「公共交通工具」延誤下，「受保人」只可索償出發延誤或到達延誤其中一項。假如「受保人」有連續的接駁航班，不論轉機所需之時間，延誤均以「行程表」上列明和實際之出發或到達時間的差別作出計算，而延誤的主因必須為於第十節第一段之事故所導致。

##### (b) 更改旅程費用

「受保人」安排乘坐的「公共交通工具」延誤超過十小時，「受保人」需自行安排乘坐其他「公共交通工具」前往列明於原定「行程表」內目的地，「本公司」會支付所需之「旅行票」（只限經濟客位）。本保障只可在同一「受保旅程」中索償一次。

##### (c) 額外酒店費用

「受保人」於「香港」境外因延誤超過六小時所引致的額外及合理而且無法從其他途徑取回之住宿費用。

##### (d) 因旅程延誤而取消旅程

- 「受保人」安排乘坐的「公共交通工具」因延誤超過十小時而決定取消這次「受保旅程」，「本公司」將賠償「受保人」已支付而不能從其他途徑追討的旅遊費用及／或住宿費用。
- 只適用於郵輪計劃：如「受保人」安排乘坐接駁其於「海外」的郵輪旅程的「公共交通工具」比列明於原定「行程表」到達時間延誤超過十小時而直接導致「受保人」無法登上原訂郵輪及需要取消郵輪旅程，「本公司」會賠償「受保人」因取消郵輪旅程而被沒收及無法從其他途徑追討的郵輪旅程費用。

#### 第十節的特別條款

- 「受保人」必須已經在原定出發前辦理「公共交通工具」的登機手續。
- 於索償時必須提供「公共交通工具」機構書面證明其延誤時間及原因以作證明。
- 就同一事故所引發的損失，如「受保人」已索償第十節(d)，則「保險證書」內所有其他保障不會獲得賠償。
- 如「受保人」原定安排乘坐之「公共交通工具」並未有安排任何替代交通工具予「受保人」，「受保人」只可索償第十節(a)或第十節(b)其中一項。

#### 第十節的不承保事項

本節並不承保：

- 因「受保人」遲到機場或碼頭所引起的任何損失（即在最後登記時間結束後才到達，惟因「公共交通工具」機構員工罷工導致遲到除外）；
- 任何因當地政府或有關機構的航空管制而引致的損失；或任何因政府法例及規條限制引致的損失；

- 任何受保於其他保險計劃的事項、政府計劃所承保的項目或已由「旅行社」、旅遊承辦商或「行程表」內提供服務的機構/人士承諾賠償或退款（惟第十節(a)除外）；
- 「受保人」未能登上有關「公共交通工具」機構所安排之首班取替之交通工具所引致之損失。

#### 第十一節 – 行李延誤津貼

如「受保人」已登記寄艙的行李於「受保人」實際抵達「海外」目的地後超過六小時，該行李仍未送抵，不論已登記寄艙的行李數目多寡，「本公司」將按保障表所載，向「受保人」賠償一筆行李延誤津貼，而每件被延誤的相同寄艙行李只可由一名「受保人」索償一次。本保障只可在同一「受保旅程」中索償一次。

#### 第十一節的特別條款

於索償時必須提供「公共交通工具」機構書面證明其延誤時間及原因以作證明。

#### 第十一節的不承保事項

##### 本節並不承保：

- 任何並非與「受保人」所乘坐的「公共交通工具」同時寄運之行李，或因獨立郵寄或付運紀念品與物件所引致的損失；
- 「受保人」未能遞交臨時購買緊急必需品收據（只適用於回程旅程）；
- 因以下原因引致之任何損失：因海關或檢疫條例而被扣留或破壞；或被政府或有關機構充公或扣查之違禁品或非法攜帶或交易的物品。

#### 第十二節 – 取消旅程保障

##### (a) 取消旅程

如「受保人」因以下事故而必須要取消「受保旅程」：

- 「受保人」、「直系親屬」、「同行人士」或「同居伴侶」於「受保旅程」出發前90日內死亡、蒙受「嚴重損傷」或患上「嚴重疾病」；
  - 「受保人」於「受保旅程」出發前90日內被傳召作證人、履行陪審員責任或需按規定接受「強制隔離」；
  - 於「受保旅程」出發前一星期內，預定前往之目的地發生罷工、騷亂、暴亂、惡劣天氣、天災、「恐怖活動」或「傳染病」；
  - 「受保人」在「香港」的「主要居所」於「受保旅程」出發前一星期內因火災、水浸、或盜竊而嚴重損毀，而警方需要「受保人」於出發當日留於該處協助調查；
- 「本公司」將賠償「受保人」無法從其他途徑追討已支付及須依法支付的旅遊費用及/或住宿費用。

##### (b) 單人啟程

如在「受保旅程」出發前一星期內，「同行人士」因死亡、蒙受「嚴重損傷」或患上「嚴重疾病」而無法啟程，但「受保人」仍然決定繼續展開旅程，「本公司」將補償因單獨繼續旅程而必須補回的旅程費用差額（包括已預先支付之「旅行票」及/或住宿費用、旅遊套票）。

#### 第十二節(a)及(b)的特別條款

- 就同一事故所引發的損失，「受保人」只能索償第十二節(a)或第十二節(b)其中一項保障。
- 就同一事故所引發的損失，如「受保人」已索償第十二節(a)，則「保險證書」內所有其他保障不會獲得賠償。

#### 第十三節 – 旅程阻礙

如「受保人」於「受保旅程」啟程後：

- 因以下事故而必須放棄旅程返回「香港」：
  - 「受保人」、「直系親屬」、「同行人士」或「同居伴侶」死亡、蒙受「嚴重損傷」或患上「嚴重疾病」；或
  - 預定的「海外」旅程目的地突然發生「受保人」不可預見的罷工、騷亂、暴亂、天災、惡劣天氣、「恐怖活動」或「傳染病」，以致「受保人」未能繼續其已計劃的旅程；
  - 「受保人」或「同行人士」在「香港」的「主要居所」因火災、水浸或盜竊而遭嚴重損毀；

「本公司」將賠償「受保人」未有使用及無法從其他途徑追討已支付及須依法支付的旅遊費及/或住宿費用，及/或額外所衍生的實際而合理的交通及/或住宿費用。

如「受保旅程」是由「旅行社」安排之旅行團，縮短旅程保障內之未使用的旅程及/或住宿費用賠償是根據「受保旅程」中斷後，按比例計算賠償剩餘「受保旅程」日數中未享用的團費。

或

- 因原定目的地突然發生不可預見的罷工、騷亂、暴亂、「傳染病」、「恐怖活動」、惡劣天氣或天災，以致「受保人」因不能到達該目的地而需重新安排行程到下一個列明於「行程表」內的目的地，「本公司」將賠償「受保人」額外所衍生的實際而合理的交通及/或住宿費用，以便「受保人」可繼續其原定之「受保旅程」。

#### 包括因非自願性滯留引致之額外酒店費用

於「受保旅程」啟程後，因「受保人」不能預見及控制之事故被迫滯留當地，而無法於原定「行程表」列明的時間內完成其「受保旅程」返回「香港」，「本公司」會賠償「受保人」在當地實際的額外「住宿」費用。

#### 第十二節及第十三節的不承保事項

本節並不承保：

- 任何損失之起因是因政府法例及規條限制；因任何「旅行社」、旅遊承辦商、郵輪公司、「公共交通工具」及/或於「行程表」內提供服務的機構/人士破產、清盤、錯誤、疏忽或不負責任的行為；
- 任何未經航空公司、「旅行社」、郵輪公司或其他有關機構證實的取消或中斷旅程的損失；
- 任何受保於其他保險計劃的事項、政府計劃所承保的項目或已由「公共交通工具」、「旅行社」、旅遊承辦商或任何其他交通及/或住宿服務機構/人士承諾賠償或退款；
- 「受保人」拒絕依循「醫生」之建議返回「香港」，或在身體狀況許可下，拒絕繼續其「受保旅程」（只適用於第十三節）；
- 任何基於同一原因於第十節(c)已獲賠償的損失（只適用於第十三節內的因非自願性滯留引致之額外酒店費用）
- 任何基於同一原因於「保險證書」批單內(d)節已獲賠償的損失（只適用於第十三節的因非自願性滯留引致之額外酒店費用）。

#### 第十四節 – 海外緊急通訊

於「受保人」的「受保旅程」期間，如「受保人」或其「同行人士」因「損傷」或「疾病」而導致「受保人」不能繼續其「受保旅程」及必須返回「香港」，「本公司」會以不超過列於「保障表」規定之「最高賠償額」賠償「受保人」因此原因而需於「受保旅程」中跟「本公司」及/或蘇黎世緊急支援服務聯絡的海外緊急通訊費用。

#### 第十四節的不承保事項

- 「受保人」未能提供由電訊公司發出證明使用緊急通訊費用的正式收據；
- 未能提供由「醫生」發出的書面報告證明「受保人」或「同行人士」之「損傷」或「疾病」是於旅程中發生及發生日期；
- 受保於其他保險或政府計劃，或將會獲得酒店、航空公司、「旅行社」、其他航運機構或旅館的賠償或退款。

#### 第十五節 – 創傷輔導服務保障

如「受保人」在「受保旅程」因以下事故中成為受害者，「本公司」將負責支付「受保人」返回「香港」後3個月內之創傷輔導服務費用，創傷事故包括：乘搭「公共交通工具」之「意外」、被持械脅持、被襲擊、遭遇天災、「恐怖活動」。有關之服務必需由「醫生」以書面證明「受保人」需要接受有關之治療及已獲「本公司」以書面同意支持有關之費用。

#### 第十五節的不承保事項

本節並不承保任何不是直接地及純粹地因「受保人」在「受保旅程」中所遭遇的事件而引起的創傷及任何非必要的醫療治療。

## 第十六節 – 缺席特別活動或自費景點保障

如「受保人」因以下事故於「受保旅程」出發日前90日(第(iii)項除外)內未能出席但已預先以「受保人」或其配偶或「同居伴侶」之信用卡購買海外體育、音樂或娛樂活動之門票或景點，而此門票或景點費用不包括在旅行社安排之旅行團行程中，「本公司」將賠償此門票費用予「受保人」：

- (i) 「受保人」、「直系親屬」、「同居伴侶」或「同行人士」死亡、蒙受「嚴重損傷」或患上「嚴重疾病」；
- (ii) 「受保人」被傳召作證人、履行陪審員責任或需按規定接受「強制隔離」；或
- (iii) 在上述活動之原定開始時間前發生的「公共交通工具」的機械及/或電路故障。

## 第十七節 – 租車自負額

如「受保人」在「受保旅程」中租用出租車輛，在駕駛途中發生碰撞，及/或車輛被偷竊、及/或遭到損毀；而在租用條款上包括自負額(及/或扣減及或類似條款)，「本公司」將根據保障表所載的「最高賠償額」為上限賠償予「受保人」因上述事故而引致的自負額賠償，及/或由租車公司收取之營業損失賠償(NOC)。本保障在每一「受保旅程」中只可賠償一次。

### 第十七節的特別條款

「受保人」必須投保由租車公司安排的汽車綜合保險以保障於租車期間對出租車輛之損失。

### 第十七節的不承保事項

本節並不承保：

1. 「受保人」在違反任何租車條款或必要的車輛綜合保險條款之情況下使用車輛所引致的任何損失；
2. 「受保人」沒有持有在當地的合法駕駛證件。

## 第十八節 - 郵輪旅遊保障

### (a) 郵輪沉沒或被海盜綁架引致之額外「意外」賠償

根據第三節 - 個人「意外」適用的條件及條款，如於郵輪旅遊期間「受保人」因以下「意外」蒙受「損傷」，第三節(a)的「最高賠償額」會根據保障表內本節列明的「最高賠償額」增加：

- i 郵輪沉沒；或
- ii 「受保人」被海盜綁架。

於「受保旅程」開始時年齡為17歲或以下，或76歲或以上之「受保人」，其額外「意外」賠償會以保障表所載之「最高賠償額」的50%於第三節(b)增加。

### (b) 非自願性客艙隔離

如「受保人」在「受保旅程」中蒙受「損傷」、感染「疾病」或「傳染疾病」，被郵輪上的醫務人員規定在船艙進行隔離，「本公司」將支付每日現金津貼予「受保人」。

「受保人」必須提供由郵輪的醫務人員簽發的書面證明，列明隔離的原因和日數。

### (c) 登上郵輪後的行李延誤額外津貼

如「受保人」已登記寄艙的行李被其所安排乘坐接駁其郵輪假期的「公共交通工具」延誤送達，導致「受保人」登上郵輪後逾24小時仍未能取得其隨行行李，「本公司」會向「受保人」支付保障表列明的一筆現金津貼。「本公司」會支付保障表列明的一筆現金津貼，以保障表列明的「最高賠償額」為限。

本節是附加於第十一節 - 行李延誤保障的額外津貼。第十一節的特別條款和不承保事項亦適用於本節。

### (d) 重新接駁郵輪之費用

如「受保人」在郵輪旅遊期間，於停泊港口離船登岸到岸上觀光，而因下列事故未能 在有關港口原定的啟程時間前返回船上繼續其郵輪旅遊：

- 岸上觀光期間「受保人」乘坐的「公共交通工具」突然發生罷工或其他工業行動；
- 岸上觀光目的地突然發生罷工、暴動、動亂、「恐怖活動」、惡劣天氣或天災；
- 「受保人」於岸上觀光期間乘坐的「公共交通工具」發生嚴重交通「意外」；

- 「受保人」於岸上觀光期間蒙受「損傷」，以致需要在郵輪原訂從有關港口啟程的時間於「醫院」「住院」；
- 如「同行人士」失蹤，需要「受保人」在「同行人士」失蹤的地點進行當地警方調查(以當地警方提供的失蹤人口報告為準)；「本公司」會賠償「受保人」前往列明於原定郵輪旅遊「行程表」內的下個停泊港口所需之額外「旅行票」(只限單程經濟客位)及/或於當地的合理額外住宿費用。

### (e) 取消岸上觀光津貼

如「受保人」於郵輪旅遊啟程前預訂並已付款及列於「行程表」的岸上觀光行程因下列事故取消：

- 「受保人」或「同行人士」於郵輪旅遊期間死亡、蒙受「嚴重損傷」或患上「嚴重疾病」；
- 岸上觀光目的地在觀光行程出發前一天內突然發生不可預見的罷工、暴亂、動亂、「恐怖活動」、「傳染病」、惡劣天氣或天災；「本公司」會因每次取消岸上觀光支付一筆現金津貼。

### (f) 非自願性更改郵輪行程目的地之津貼及額外旅行證件費用

如列明於原定「行程表」的郵輪航線或停泊港口突然發生惡劣天氣或天災、「恐怖活動」或「傳染病」，以致郵輪公司必需更改航線及/或停泊到其他港口，「本公司」會因郵輪行程目的地被非自願性更改或會引致的額外旅行證件費用，賠償一筆現金津貼予「受保人」。

## 第十八節的特別條款

1. 就同一事故所引致的損失，如「受保人」已索償第十節(d)或第十二節(a)，於第十八節的所有保障均不會獲得賠償。
2. 就同一事故所引致的損失，「受保人」只能索償第十八節(e)或(f)其中一項保障。
3. 所有岸上觀光行程必須是於「受保旅程」出發前已安排及支付，有關日期必須列明於需要索償第十八節(e)的票據或收據上，否則，「受保人」有責任提交「本公司」要求及可接受之文件以作索償證明。

## 第十六節 - 的不承保事項

本節並不承保：

1. 任何因政府法例規條限制或行動；因「旅行社」、旅遊承辦商、郵輪公司、「公共交通工具」及/或原定「行程表」內提供服務的機構/人士破產、清盤、錯誤、疏忽或錯失而直接或間接招致的損失；
2. 於有關原訂旅程出發前而未經航空公司、「旅行社」、郵輪公司或其他相關機構實接受更改原訂旅程導致的損失；
3. 在身體狀況許可下，「受保人」拒絕依循「醫生」之建議返回「香港」繼續治療，或繼續其「受保旅程」；(只適用於第十八節(d)及(e))；
4. 未能提供由郵輪上的合格「醫生」發出的書面報告證明「受保人」或「同行人士」之「損傷」或「疾病」是於郵輪上發生。

## 第三部份 – 一般不承保事項

「保險證書」將不會承保直接或間接由下列項目所引致的損失或責任：

1. 任何持有中華人民共和國護照及以此護照於「受保旅程」往返「中國」之「受保人」，除非「受保人」同時擁有由其他「海外」國家政府(不包括「中國」)所簽發的法定文件證明為該地合法居民；
2. 於本保險「生效日期」前已發生或已宣佈的任何情況；
3. 任何「投保前已存在的傷疾」、先天及遺傳性「疾病」；
4. 「受保旅程」之目的為接受醫藥治療，或「受保人」在身體不適合旅遊的情況下旅遊，或「受保人」違反「醫生」勸喻出外旅遊；
5. 「受保人」任何違法或非法行為；
6. 以乘客或司機身份參與任何形式的賽車、比賽，又或參加職業體育活動或「受保人」可能或可以賺取收入或報酬的體育活動；
7. 自殺或蓄意自我傷害；神經錯亂、心智或精神不正常；任何受到酒精或藥物影響(除非由「醫生」處方)下的情況、酗酒、濫用藥物；
8. 任何與以下狀況有關包括其併發症：妊娠、分娩、性病、HIV(人類免疫缺陷病毒)；
9. 出任為任何空中乘載公具的機務人員或操作員；
10. 「受保人」進行或涉及任何空中活動，除非當時「受保人」(i)是以付費乘客身份在持牌航空公司航機或包機上，或(ii)所參與之活動是由另一位已持牌帶領有關活動的人士負責操縱或航行。而提供活動的舉辦者亦已獲當地有關當局授權；

11. 從事任何體力勞動性工作、從事離岸活動如商業潛水、油田鑽探、採礦或空中攝影、處理爆炸品、演員、地盤工人、漁夫、廚師或廚房工人、導遊或領隊、從事或參與海陸空服務或持械工作；
12. 任何直接或間接因「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、內戰、暴動、反叛、革命、篡權、軍事力量或政變所引起的任何事件，或因政府意圖阻礙、反對或防禦此等事故及「恐怖活動」所引起的損失；「大流行病」；
13. 在海拔5,000米以上進行高山遠足，或海平面的40米以下潛水；
14. 已從其他方面獲得的賠償，或被現有的保險計劃、政府計畫、「公共交通工具」、「旅行社」、任何交通或住宿提供商被支付或退款，惟第一節(b)(c)、第三節、第四節(a)、第十節(a)、第十一節、第十八節(a)(b)(c)(e)(f)除外。

#### 第四部份 – 一般條款

1. 每名「受保人」於「保險證書」內的保障及保費均以「受保人」於「受保旅程」開始時的年齡為準。
2. 「保險證書」生效時「受保人」的身體健康狀況必須適合旅遊；否則「本公司」有權拒付「保險證書」的賠償款項。
3. 啟程地點必須在「香港」或「旅行社」指定之集合地點。
4. 「保險證書」一經簽發，恕不退還任何保費，而「保險證書」於到期後亦不能續保。
5. 「保險證書」可因「受保人」於「受保旅程」開始後發生不能控制的事故下延長。於此情況下，原列於由「旅行社」發出的「購買收據」內之「受保旅程」需要延長，「本公司」會免費延長保險的受保期至最長十日，以便「受保人」可以完成「受保旅程」，最長以十日為上限，「保險證書」於免費延長保險期後終止。
6. 若「受保人」為同一「受保旅程」購買多於一份由「本公司」承保的自購綜合旅遊保險，「本公司」只會根據可獲較高賠償額的一份保單作出賠償。
7. 優越計劃的保險日數不可超過180天，郵輪計劃不可超過60天，中國計劃不可超過30天，短線旅遊計劃不可超過5天。
8. 本保險只適用於常規的休閒旅遊及商務旅遊（只限文職工作），而本保險不適用於探險、跋涉、或類似旅程。

#### 第五部份 – 基本條款

##### 1. 整體協議

「保險證書」包括所有「有關文件」，乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本「保險證書」的條款。「保險證書」如有任何修改，必須獲得「本公司」有關的負責人批准並簽發批單作實，方始生效。

##### 2. 年齡限制

本保險提供保障予任何年齡之「受保人」。

##### 3. 索償通知

如要申請索償，「受保人」必須於引致損失的事件發生後30日內以書面通知「本公司」。倘因「意外」死亡之索償，「受保人」之合法代表必須立即通知「本公司」。「本公司」所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性質提交，而所需費用概由「受保人」或「受保人」之個人代表負責。如「受保人」不遵守本條款，「本公司」將全權酌情決定不會支付「保險證書」的任何保障。

##### 4. 損失證明

所有損失證明文件需於「本公司」收到賠償申請表後30日內呈交給「本公司」。倘有合理的緣由不能於此限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且從需要該有關證明文件起計不超過180日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交，所有費用需由索償者負責，「本公司」概不會負責任何費用。

##### 5. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「受保人」引致損失的事件發生後滿12個月方提出之有關索償支付賠償。

##### 6. 身體檢查

如「受保人」蒙受非致命「損傷」，「本公司」有權按需要要求由「本公司」指定的醫療機構為「受保人」進行身體檢查。如「受保人」

身故，「本公司」有權自費進行驗屍。「本公司」擁有該等調查結果之所有權。

##### 7. 支付索償

「本公司」將按照「受保人」各自之權利及權益向彼等支付賠償（第二節(b)及第二節(c)除外）。第二節(b) - 緊急醫療運送及 / 或運返及第二節(c) - 遺體運返之保障則直接付予服務提供者。「保險證書」之所有索償將以港元支付及將在收到所有「本公司」承認之必須證明後支付予「受保人」。如「受保人」「意外」死亡，「本公司」會將所有尚未支付之賠償額支付予「受保人」之遺產承繼人。當「本公司」收受所需的證明文件並批核後，將根據「保險證書」立即作出合理賠償。

##### 8. 責任索償

「受保人」未經「本公司」同意，不可承認、否認或解決任何索償。

##### 9. 虛報或漏報資料

若「受保人」或任何代表「受保人」之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述、或未有實地申報任何「投保前已存在之傷疾」或未能遵行最高誠信，「本公司」概不就任何索償進行理賠責任。「保險證書」規定之所有保障亦即時停止生效。「本公司」亦不會就已付保費作出任何退款。如「本公司」已支付本任何保障，「受保人」必須於收到「本公司」發出之還款通知書後七日內退還有關之保障賠償予「本公司」。

##### 10. 年齡錯誤陳述

如「受保人」年齡被錯誤陳述，「本公司」會按正確年齡應付之保費而退回或收取保費的差額。倘「受保人」投保時的正確年齡不符合「保險證書」的要求或已超出限制，「本公司」只會退回「保險證書」之保費而不負責任何承保責任，「本公司」亦有權完全取消此「保險證書」。

##### 11. 蘇黎世緊急支援

受委任提供服務之蘇黎世緊急支援機構乃是一間獨立服務供應商，在「受保人」要求下為「受保人」提供服務。「本公司」、「本公司」的附屬機構、代理或旗下的員工不會就蘇黎世緊急支援的有關服務供應商、該機構之員工、代理或代表的任何行為、違責、疏忽錯誤或遺漏負責。

##### 12. 其他保險

如「受保人」於索償時同時受保於其他保險公司保單或「保險證書」內的相同保障，「本公司」只會按比例作出賠償（惟第一節(b)(c)、第三節、第四節(a)、第十節(a)、第十一節、第十八節(a)(b)(c)(e)(f)除外）。

##### 13. 筆誤

「本公司」的筆誤不會令生效之「保險證書」因而失效，或令失效之「保險證書」因而生效。

##### 14. 法律訴訟

當索償證明文件依據「保險證書」規定送交「本公司」後，60日內不得向「保險證書」進行法律訴訟以求賠償。此外，「受保人」亦不得在「本公司」要求其提供索償證明的指定限期屆滿一年後提出訴訟。

##### 15. 代位權

「本公司」有權自費以「受保人」名義對任何有可能導致「保險證書」索償的承保事件的第三者進行追討，「受保人」需同意執行並允許「本公司」因執行任何權利及補救，或從他人獲取援助或賠償的目的下所作出的合理要求的行為或事情。

##### 16. 替代性爭議解決方案

如有任何關於「保險證書」出現的爭議，爭議各方可根據「香港」司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。如爭議各方未能於90日內透過調解解決爭議，爭議各方均應將有關爭議提交予香港國際仲裁中心，按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。本仲裁條款適用的法律為「香港」法律，而仲裁地應為「香港」。仲裁員人數為一名，而仲裁程序應以英語進行。

現明文述明，在爭議各方根據「保險證書」行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「本公司」通知否認或否決「受保人」追索「保險證書」之任何責任，而「受保人」並未能於「本公司」所發出之通知12個月內按以上規定展開仲裁，「受保人」之賠償申請即被視作已被撤回或放棄，並且不能根據「保險證書」再次進行追討。

## 17. 第三者權利

除保單持有人或「受保人」或本「保險證書」以明示方式指明以外，任何人士如非本「保險證書」之一方並沒有權利執行或享有本「保險證書」條款的保障。任何有關合約第三者權益之法例將不適用於本「保險證書」。不論「保險證書」任何條款所列，任何「保險證書」變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

## 18. 遵從基本條款

如「受保人」違反「保險證書」任何條款，所有就「保險證書」提出的索償均告無效。

## 19. 個人資料收集目的

「本公司」將根據「本公司」不時通知「受保人」的私隱政策使用所有已收集及持有的個人資料。「受保人」亦可透過此網址查閱有關私隱政策：<https://www.zurich.com.hk/zh-hk/services/privacy>  
「受保人」會，及會促使「保險證書」內其他「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途、使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第 486 章《個人資料（私隱）條例》中所定義之個人資料。如「受保人」向「本公司」提供任何第三者資料，「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理「保險證書」，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

## 20. 管轄法律及司法裁判權

「保險證書」受「香港」法律及條例管轄及按其詮釋。而受「保險證書」中之替代性爭議解決方案條文所限下，爭議各方同意受「香港」法院的專有司法管轄權管轄。

## 21. 制裁

若「保險證書」提供的保險、款項、服務、保障及/或「受保人」的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論「保險證書」任何其他條款所列，保險公司則不得被視為向任何「受保人」或其他一方提供任何保險或將向「受保人」或任何其他一方支付任何款項或提供任何服務或保障。以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若「受保人」或其他接受款項、服務或保障的一方是受制裁人士。

## 賠償程序

步驟 1：於可能導致索償的事件發生後 30 天內通知「本公司」。

步驟 2：填寫賠償申報表及提交下列適當證明文件。

### 醫療費用

- 詳列各項收費及/或醫療費用之診所或「醫院」正本賬單
- 注有日期的醫療報告/證明副本，內容包括「受保人」的姓名，經「醫生」證明的診斷及治療
- 創傷輔導服務必須要「醫生」的轉介信單及註明有關之建議是完全因「受保人」於「受保旅程」中發生的創傷事故而引致

### 個人「意外」

- 死亡證副本
- 由「醫生」簽發及注有日期的醫療報告/證明副本列明傷殘的嚴重程度
- 警方報告及/或法醫官報告（如適用）
- 遺產管理委任狀或遺囑認證書
- （如屬失蹤）因所乘搭的交通工具發生沉沒或撞毀，引致法院宣布「受保人」假設死亡的證明或以致屍體失蹤一年的證明文件

### 身故恩恤金/緊急啟程費用

- 死亡證副本
- 關係證明文件副本（如出世紙、結婚證明書等）
- 已付旅費及/或住宿正本收據

### 個人行李

- 警方報告副本（必須於發現後24小時內發出）及/或由航空公司/「公共交通工具」機構發出的行李/財物事故報告（如適用）
- 遺失/損毀物品之購買正本收據
- 損毀物品之維修報價單副本
- 顯示損毀物品程度的相片

### 個人現金、旅行證件及/或「旅行票」

- 警方報告副本（必須於發現後24小時內發出）
- 額外住宿費用、交通費用及補發遺失之旅行證件或「旅行票」之正本收據

### 行李延誤

- 有關「公共交通工具」發出之書面報告副本以證明延誤之日期、時間及原因
- 因行李延誤而購買緊急物品之正本收據

### 旅程延誤/更改旅程費用/酒店費用/因旅程延誤而取消旅程/重新接駁郵輪之費用

- 有關「公共交通工具」發出之書面報告副本以證明延誤之日期、時間及原因
- 由「公共交通工具」機構所發出購票的實際費用的正本收據
- 已付旅費及/或住宿及/或旅行團及/或岸上觀光行程「購買收據」正本

### 取消旅程/旅程阻礙或單人啟程/取消岸上觀光津貼/非自願性更改郵輪行程目的地之津貼及額外旅行證件費用

- 已付旅費及/或住宿及/或旅行團及/或岸上觀光行程「購買收據」正本
- 注有日期的醫療報告/證明副本，內容包括「受保人」/「直系親屬」/「緊密商業夥伴」/「同行人士」/「同居伴侶」的姓名，經「醫生」證明的診斷及治療
- 證人/陪審員傳票或「強制隔離」檢疫之文件
- 「受保人」的「主要居所」損毀證明
- 提交「公共交通工具」機構所發出的正式文件證明其機械及/或電路故障，並包括日期及時間
- 關係證明文件副本（如出世紙、結婚證明書等）
- 航空公司/「公共交通工具」機構/郵輪公司/住宿機構及旅遊公司發出之書面報告副本，證明有否退還有關已付之旅費及/或住宿及/或旅行團及/或岸上觀光行程的費用

### 個人責任

- 事發或事件經過及聲明（未經「本公司」書面同意，不得承認責任或作出解決或協議）
- 警方報告或有關機構發出之事件報告副本
- 就事發或事件收到的所有「有關文件」（包括任何法院傳票副本、所有法院文件、律師函件及其他法律往來文件）

### 租車自負額

- 出租車輛同意書之副本
- 該出租車輛之綜合「保險證書」副本，包括列明保障範圍細節及「受保人」租用該車輛需負責之自負額
- 由出租車輛公司發出之事故報告及/或警方報告之副本，兩份報告均須列明「意外」詳情
- 由出租車輛公司發出列明有關自負額收費及/或NOC之正本發票/收據

### 海外緊急通訊

- 由提供「海外」緊急通訊的通訊服務公司發出之正式收據，列明有關「海外」緊急通訊的日期及電話號碼
- 由註冊「醫生」發出的證明，說明「受保人」在「受保旅程」中因遭遇「嚴重損傷」或患上「嚴重疾病」而必須在當時接受「海外」緊急醫療服務的需要。該證明應包括「受保人」的姓名、症狀、診治日期及收據

如有需要，「本公司」將要求索償人提供額外之「有關文件」以供處理索償事宜用途。

## 求助須知

如「受保人」急需協助，可致電「香港」24 小時蘇黎世緊急支援熱線：**+852 2886 3977**，說出「受保人」姓名及載於「保險證書」上的主保單號碼。「本公司」的資深援助主任將處理「受保人」的查詢及提供協助。

如需索償，請致電「本公司」賠償熱線：**+852 2903 9388**。聯絡客戶服務，請致電「本公司」查詢熱線：**+852 2968 2288**。辦公時間為星期一至星期五上午 9 時至下午 5 時 30 分。

## 「保險證書」批單

於此聲明及同意，以下之保障已新增於上述之「保險證書」內：  
如香港保安局於本保險「生效日期」後向「受保旅程」之目的地發出黑色外遊警示或紅色外遊警示，儘管警示是因第三部份 - 不承保事項第 12 點所述之事故引致，「本公司」會賠償以下保障：

### (a) 取消旅程

如黑色外遊警示或紅色外遊警示是於「受保旅程」出發前一星期內發出及「受保人」必須要取消該「受保旅程」，或「旅行社」因黑色外遊警示或紅色外遊警必要取消該團體旅遊，「本公司」會賠償「受保人」未有使用及無法從其他途徑追討但已支付及須依法支付或預付的旅行費用及 / 或住宿費用，賠償根據以下限額：

1. 黑色外遊警示 – 100% 實際已支付的旅行費用及 / 或住宿費用，或至保障表內第十二節(a) - 取消旅程所載之「最高賠償額」，以較低者為準。
2. 紅色外遊警示 – 50% 實際已支付的旅行費用及 / 或住 / 費用，或至保障表內第十二節(a) - 取消旅程所載之「最高賠償額」，以較低者為準。

### (b) 旅程阻礙

如黑色外遊警示或紅色外遊警示是於「受保旅程」啟程後才發出（即出發當日並未有黑色外遊警示或紅色外遊警示）而「受保人」決定縮短行程返回「香港」，「本公司」將賠償因縮短行程所引致的損失包括所有預付而未使用的旅程及 / 或住宿費用，而該等費用為「受保人」依法必須支付而且無法從其他途徑追討；及 / 或額外所衍生的實際而合理的交通及住宿費用。賠償根據以下限額：

1. 黑色外遊警示 – 100% 未使用的旅程及 / 或住宿費用及 / 或額外所衍生的實際而合理的交通及住宿費用，或至保障表內第十三節 - 旅程阻礙之「最高賠償額」所載，以較低者為準。
2. 紅色外遊警示 – 50% 未使用的旅程及 / 或住宿費用及 / 或額外所衍生的實際而合理的交通及住宿費用，或至保障表內第十三節 - 旅程阻礙之「最高賠償額」所載，以較低者為準。

如「受保旅程」是由「旅行社」安排之旅行團，縮短行程保障內之未使用的旅程及 / 或住宿費用賠償是根據「受保旅程」中斷後，按比例計算賠償剩餘「受保旅程」日數中未享用的團費。

#### 適用於以上(a)及(b)的特別條款

「受保人」必須先向「旅行社」及 / 或「公共交通工具」機構及 / 或有關機構取回團費及 / 或交通及 / 或住宿費用之退款，「本公司」只負責賠償剩餘不能退回的費用。

### (c) 退回由「旅行社」收取的行政費用及 / 或簽證費用

如黑色外遊警示或紅色外遊警示是於「受保旅程」出發前一星期內發出及「受保人」必須取消該「受保旅程」，「本公司」會賠償「受保人」由「旅行社」/ 「公共交通工具」機構 / 酒店收取而不獲退回的行政費用及 / 或已支付之行程目的地的入境簽證費用，合共賠償額至 300 港元。

### (d) 非自願性滯留津貼

如黑色外遊警示是於「受保旅程」啟程後才發出（即出發當日並未有黑色外遊警示）而發出該黑色外遊警示之事故或事件導致「受保人」未能於原定「行程表」的日期內完成「受保旅程」及於黑色外遊警示懸掛期間需要非自願性地滯留於預定之目的地，「本公司」將支付每日 500 港元現金津貼予「受保人」，最長至十日。

#### 適用於以上(d)的特別條款

1. 就同一事故所引發的損失，如「受保人」已索償「保險證書」第十節(a)，於本節(d)不會獲得賠償。
2. 就同一事故所引發的損失，如「受保人」已索償「保險證書」第十三節內因非自願性滯留引致之額外酒店費用，於本節(d)不會獲得賠償。

### 不承保事項

本批單並不承保：

1. 列明於「行程表」內的目的地於「生效日期」前已被發出或已宣布會發出紅色或黑色外遊警示；
2. 「受保人」拒絕登上由原本之「公共交通工具」機構安排之首班代替交通工具（只適用於(d)）。

「保險證書」內的其他保障，條款及條件則維持不變。

(此中文譯本乃供參考之用，如有異議，均以英文版本為準。)

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability)  
25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

蘇黎世保險有限公司 (於瑞士註冊成立之有限公司)  
香港港島東華蘭路 18 號港島東中心 25-26 樓