# HONG LEONG ANNUAL TRAVEL INSURANCE

This Policy, the Certificate of Insurance and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

#### Whereas:

- The Applicant on behalf of the Insured Person(s) by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
- Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Insured Person(s) for those risks insured against to the extent and in the manner stated in this Policy and the Certificate of Insurance and subject to payment of the relevant premium.

#### Definition

- 'Adult" means a person aged 18 to 90 (at last birthday).
- "Applicant" means the person who apply for this insurance on behalf of the Insured Person(s).
- "Benefit Limit / Śub-limit" means the Maximum Benefit Payable as stated in the Coverage Outline of the Certificate of Insurance. Sub-limit payable is inclusive in the Maximum Benefit Payable of each Section.
- "Black Travel Alert" means the "Black Alert" issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System.
- "Bodily Injury" means physical bodily injury caused solely and directly by an unforeseen and unexpected event of violent, accidental, external and visible
- "Child(ren)" means a person aged below 18 (at last birthday).
- "Close Business Associate" means a person being a registered shareholder of a company of which the Insured Person is a shareholder or being a partner of a partnership of which the Insured Person is a partner. "Common Carrier" means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers and any 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 regularly scheduled airport limousine, airport transit system operating on fixed routes and schedules.
- "Curtailment" means abandonment by an Insured Person of a planned holiday or journey by returning to his/her place of residence or business in Hong Kong after arrival at the booked destination as shown on booking invoice.
- "Golf Equipment" means any golf club or golf bag.
  "Home Contents" means any household effects, appliances, decorations, furniture, fixtures and fittings and any personal belongings including jewelry and money owned by an Insured Person and contained in the premises of his/her Principal Residence in Hong Kong.
- "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- "Hospital" means an institution lawfully operated for the care and treatments of injured or sick persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing services by legally qualified registered nurses and medical supervision under Qualified Medical Practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatments of alcoholics or drug addicts.
- "Hospital Confinement" means the status of staying in a Hospital as an inpatient for medical treatment upon the recommendation of a Qualified Medical Practitioner for a minimum continuous period of 24 hours prior to discharge.
- "Immediate Family Member" means the Insured Person's spouse, parent. parent-in-law, grandparent, grandparent-in-law, son or daughter, brother or sister, grandchildren or fiancé(e).
- "Insured Person(s)" means all Insured Person(s) as named in the Certificate
- "Itinerary" means the detailed plan for a journey issued and confirmed by Common Carrier, travel agency, tour operator or cruise company, together with
- the official receipt or confirmation, prior to the commencement of the journey. "Lap-top Computer" means a lap-top, notebook or sub-notebook computer and its software and accessories.
- 'Loss of one Eye" means the complete and irrecoverable and irremediable loss of the sight of one eye.
- "Loss of one Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle, or permanent total loss of use of a
- "Major Burns" means Third Degree Burns (destruction of the skin to its full depth and damage to the tissues beneath) with burnt areas equal to or greater than 10% of the Insured Person's total body surface area or 2% of the Insured Person's surface area of the head, provided that the assessment
- of the burns is certified by a Qualified Medical Practitioner with medical reports and full diagnosis.

- "Medical Expenses" means the charges for diagnostic test or procedure, medical treatment, surgical operation, nursing care, medical supplies, dental treatment (as a result of Bodily Injury only), medicine, physiotherapy, chiropractic, Chinese bone-setting, acupuncture or ambulance services received in a Hospital or rendered or recommended or prescribed by a Qualified Medical Practitioner.
- "Mobile Phone" means a mobile phone, smartphone or personal digital assistant (PDA) phone and its software and accessories.
- "Period of Trip" means the period commencing when an Insured Person departs from an immigration counter in the territory of Hong Kong or on the inception date of the Period of Insurance specified in the Certificate of Insurance, whichever is the later, until the time when an Insured Person arrives at any immigration counter in the territory of Hong Kong in order to re-enter Hong Kong or the expiration of 92 days from the beginning of the journey, whichever is the earlier.
- "Permanent Total Disablement" means the inability of an Insured Person to engage in any gainful occupation for the remainder of his/her life after 12 months of continuous total disability
- "Principal Residence" means the house or building located in Hong Kong occupied as a private dwelling by the Insured Person as his/her only permanent residence.
- "Private Car" means any four-wheeled pleasure type motor vehicle excluding such vehicles licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
- "Qualified Medical Practitioner" means a person other than the Insured Person or his/her Immediate Family Member, legally authorized by the government with jurisdiction in the geographical area of his/her practice to render medical or surgical service.
- "Sickness" means illness or disease first contracted and commenced during the Period of Trip.
- "Tablet Computer" means a tablet computer with screen size at 7 inches or above measured diagonally and its software and accessories.
- "Travel Alert" means the alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: "Amber Alert", "Red Alert" and "Black Alert". Definition of the "Travel Alert" may be changed by the Company from time to time based on changes to the OTA System communicated by the Government of Hong Kong. "Travelling Companion" means the person who committed or arranged the travel booking or reservation together with the Insured Person and accompanied the Insured
- Person for the whole journey other than the tour guide or the tour member. "Unattended Properties" means any property that is not being directly watched over or looked after, left alone without supervision by an Insured Person.

## Section 1

## Medical and Other Expenses

Payable for:

- Medical Expenses, additional travelling and accommodation expenses (shall not be higher than the original travelling class and/or room type), up to the Sub-limit, necessarily and reasonably incurred outside Hong Kong within 12 months of the date of the incident giving rise to the claim, as a direct result of Bodily Injury sustained by or Sickness of an Insured Person during the Period of Trip.
- The necessary Medical Expenses, up to the Sub-limit, reasonably incurred by an Insured Person in Hong Kong within 3 months after his/her return from the journey, and such expenses are resulted from Bodily Injury or Sickness occurred outside Hong Kong during the Period of Trip and which necessitated initial medical consultation or treatment by a Qualified Medical Practitioner whilst abroad

- The necessary travelling (economy class only) and accommodation expenses reasonably incurred outside Hong Kong, up to the Sub-limit, of one relative or friend required on medical advice to travel or remain behind with the Insured Person who admitted to a Hospital Confinement for over 3 consecutive days during the journey.
- The reasonable charges, up to the Sub-limit, for burial or cremation in the locality where death occurs, or the transportation of the body or ashes to Hong Kong.
- The reasonable charges, up to the Sub-limit, for funeral ceremony in the locality outside Hong Kong where death occurs
- The reasonable charges, up to the Sub-limit, incurred to return an Insured Person's accompanying dependent Child(ren) to Hong Kong who is/are being left unattended due to the Insured Person being confined in a Hospital outside Hong Kong as a result of Bodily Injury or Sickness occurred during the Period of Trip. Provided that if the return ticket of the Child(ren) is not valid for the return, the Insured Person shall surrender any unused portion of the return ticket to the Company.

### B. Emergency Medical Evacuation

When as a result of Bodily Injury or Sickness sustained while an Insured Person is travelling outside Hong Kong and if it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to Hong Kong, Europ Assistance Hong Kong Limited, not as agent of the Company, shall arrange for the evacuation, based on the medical severity of the Insured Person's condition, at the expenses of the Company up to the Benefit Limit.

Europ Assistance Hong Kong Limited provides emergency medical and evacuation assistance from anywhere in the world on (852) 2861 9294. The Insured Person will be required to provide details of insurance.

#### C. Hospital Cash Benefit

Payable for each day of hospital confinement, up to the Benefit Limit, if an Insured Person is admitted to a Hospital outside Hong Kong as an in-patient due to Bodily Injury or Sickness sustained outside Hong Kong and during the

### Section 2

## A. Personal Accident

Payable according to the percentage of Benefit Limit as specified hereunder in the event of Bodily Injury being sustained by an Insured Person during the Period of Trip which shall within 12 months and independently of any other cause result in the following Covered Event, provided that only one of Covered Events 1 - 5 is payable

Covered Event Perce		Percentage of Benefit Limit
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Loss of two eyes, two limbs or one eye and	d one limb 100%
4.	Loss of one eye or one limb	50%
5.	Major Burns	100%

Benefits payable for death under this Section shall be paid to the Applicant. In the event of the Applicant's death, benefits will be paid to the designated Beneficiary named in the Certificate of Insurance provided that such Beneficiary is an Immediate Family Member of the Applicant at the time of application for this Policy or, if no such Beneficiary has been designated, to the estate of the Applicant. If more than one Beneficiary is designated, the designated Beneficiaries shall share equally.

In the event of death of an Insured Person who is not an Immediate Family Member of the Applicant at the time of application for this Policy, benefits payable for such death shall be paid to the estate of the deceased Insured

## B. Additional "Common Carrier" Personal Accident Benefit

The percentage of Benefit Limit payable under Covered Events 1 - 5 for each Adult Insured Person shall be increased by 50% for Bodily Injury sustained whilst travelling in a Common Carrier as a fare-paying passenger or whilst travelling in a Private Car; provided that this benefit is not applicable to

## C. Credit Card Protection

In the event of death of an Insured Person caused by Bodily Injury or Sickness outside Hong Kong and during the Period of Trip, the Company will pay up to the Benefit Limit for any outstanding balance under the Insured Person's credit card(s) for items and services charged to such card(s) while outside Hong Kong and during the Period of Trip; provided that this benefit is not applicable to Child(ren).

## D. Cash Relief for Death

In the event of death of an Insured Person caused by Bodily Injury or Sickness outside Hong Kong and during the Period of Trip, the Company will pay cash allowance up to the Benefit Limit for the death of each Insured Person.

## Section 3 Baggage & Personal Effects

Payable up to the Benefit Limit for accidental loss of or damage to baggage or personal effects owned by an Insured Person and sent in advance or taken or purchased in the journey, occurring during the Period of Trip; provided that the Company shall not be liable for more than the Sub-limit in respect of any one article or pair or set of articles.

### Pair and Set Clause

Where any insured item consists of articles in a pair or set, this Section will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special cause which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of the pair or set.

Section 4 Delayed Baggage
Payable up to the Benefit Limit for emergency purchases by an Insured Person of essential clothing or items of daily use upon temporary deprivation of his/her check-in baggage for at least 10 hours from the scheduled arrival time at the destination outside Hong Kong due to delay or misdirection in delivery or mishandling by airlines.

For the avoidance of doubt, the same piece of delayed check-in baggage can only be claimed once under this Section by one Insured Person during the Period of Insurance.

#### Section 5

### A. Personal Money

Payable up to the Benefit Limit for accidental loss of money being cash, bank notes, stored value card, cheques, travellers' cheque or money orders belonging to and being carried by an Insured Person, occurring during the Period of Trip.

#### **B.** Personal Documents

- Payable up to the Sub-limit for actual replacement costs of personal documents being passport, visa, temporary permit, identity card, driving license or like documents of identity, credit card, travelling pass or tickets belonging to an Insured Person following accidental loss occurring during the Period of Trip.
- Payable up to the Sub-limit for additional travelling and accommodation expenses necessarily incurred by an Insured Person outside Hong Kong for replacement of passport or procurement of requisite documents of identity to continue the journey or return to Hong Kong following accidental loss of passport or like documents of identity during the Period of Trip.

## Section 6 Personal Liability

The Company will indemnify the Insured Person against legal liability to a third party, up to the Benefit Limit, arising outside Hong Kong and during the Period of Trip as a result of:

- accidental Bodily Injury to a third party; or
- accidental loss of or damage to property belonging to a third party.

Third party's costs and expenses recoverable from the Insured Person and the Insured Person's own costs and expenses incurred with the prior consent of the Company will also be payable.

## Section 7 Loss of Deposit or Cancellation of Trip

Payable up to the Benefit Limit or Sub-limit for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of an Insured Person in the event of necessary and unavoidable cancellation of the whole journey by the Insured Person arising from:

- death, Bodily Injury, Sickness, jury service, witness summons or compulsory quarantine occurring to the Insured Person or death, Bodily Injury or Sickness occurring to the Travelling Companion, Immediate Family Member or Close Business Associate resident in Hong Kong, during the Period of Insurance;
- serious damage to the Insured Person's Principal Residence by fire, flood, natural disaster or burglary occurring within 14 days from the scheduled departure date of the journey and during the Period of Insurance;
- delay in departure of the Common Carrier in which the Insured Person has arranged to travel to commence the journey, for at least 24 hours from the time specified in the Itinerary, due to strike or industrial action, riot or civil commotion, hijack, adverse weather conditions, natural disaster, mechanical breakdown or derangement or structural detect of the scheduled aircraft, sea vessel or train; or the issuance of Black Travel Alert for the planned destination.

## Section 8 Curtailment of Journey

Payable up to the Benefit Limit or Sub-limit as proportionate reimbursement of the unused portion of irrecoverable prepaid tour fares or transport or accommodation costs included in the holiday or journey and for additional travelling and accommodation expenses reasonably incurred outside Hong Kong arising from necessary and unavoidable Curtailment of the planned holiday or journey as a direct result of:

- death, Bodily Injury, Sickness, jury service, witness summons or compulsory quarantine occurring to the Insured Person or death, Bodily Injury or Sickness occurring to the Travelling Companion, Immediate Family Member or Close Business Associate resident in Hong Kong, during the Period of Trip; serious damage to the Insured Person's Principal Residence in Hong
- Kong by fire, flood, natural disaster or burglary occurring during the Period
- hijack, riot or civil commotion which first occurs during the Period of Trip;
- delay in departure or arrival of the Common Carrier in which the Insured Person has arranged to travel, for at least 6 hours from the time specified in the Itinerary, due to strike or industrial action, adverse weather conditions, natural disaster, mechanical breakdown or derangement or structural defect of the scheduled aircraft, sea vessel or train; or

(e) the issuance of Black Travel Alert for the planned destination.

Provided that if the original return ticket is not valid for the return, the Insured Person shall surrender any unused portion of the return ticket to the Company.

#### Section 9 Travel Delay

Payable up to the Benefit Limit in the event of the Common Carrier in which an Insured Person has arranged to travel is delayed in departure or arrival for at least 6 hours from the time specified in the Itinerary, due to strike or industrial action, riot or civil commotion, hijack, adverse weather conditions, natural disaster, airport closure, air traffic control, airport system outage, mechanical breakdown or derangement or structural defect of the scheduled aircraft, sea vessel or train.

Provided that:

- (a) departure or arrival delay will be calculated from the original scheduled departure or arrival time specified in the Itinerary until the actual departure or arrival time of
  - i) the original Common Carrier or
  - ii) the first available alternative transportation offered by that Common Carrier operator;
- this benefit is only payable for either departure or arrival delay of the same flight or voyage;
- this benefit is not payable if a claim is made and admitted under Section (c)

The Period of Insurance will be extended up to 10 days if the Common Carrier in which an Insured Person has arranged to travel for returning to his/her place of residence or business in Hong Kong is delayed due to strike or industrial action, riot or civil commotion, hijack, adverse weather conditions, natural disaster, airport closure, air traffic control, airport system outage, mechanical breakdown or derangement, structural defect of the scheduled aircraft, sea vessel or train.

Section 10 Loss of Home Contents due to Burglary
Payable up to the Benefit Limit for loss of or damage to Home Contents as a result of burglary involving the use of forcible, violent and visible means to enter into or exit from the home premises and occurring whilst such premises are vacated and during the Period of Trip. Provided that the Company shall not be liable for more than the Sub-limit in respect of any one article or pair or set of articles.

#### Section 11

#### A. Golfing "Hole In One"

Payable up to the Benefit Limit for bar expenses if an Adult Insured Person achieves a "Hole in One" whilst playing golf on any recognized golf course outside Hong Kong and during the Period of Trip. Provided that the Insured Person shall supply the bill of bar expenses with a properly authenticated certificate issued by the appropriate golf club and the Insured Person is not a professional golfer.

## B. Hire Golf Equipment

Payable up to the Benefit Limit for the cost of hiring Golf Equipment if the Insured Person's Golf Equipment is lost, stolen or damaged during the Period of Trip.

## C. Loss of Green Fees

Payable up to the Benefit Limit for the amount of any green fees or golf tuition fees or any fees for hiring Golf Equipment in connection with such golf course or tuition, which was paid in advance by the Insured Person but not refundable or subsequently forfeited in the event the Insured Person not being able to take part in or use such golf course or tuition during the Period of Trip due to Bodily Injury or Sickness of the Insured Person.

The amount of reimbursement payable by the Company will be calculated in proportion to the number of days of such golf course or tuition not taken part in or unused by the Insured Person.

## Section 12 Rental Vehicle Excess

Payable up to the Benefit Limit for the motor insurance policy excess or deductibles incurred by the Insured Person in the event that the Insured Person is involved in a collision whilst the rental vehicle is driven by the Insured Person or the rental vehicle is stolen or parking damaged outside Hong Kong and during the Period of Insurance.

## Provided that:

- such vehicle is rented from a licensed rental vehicle company; and
- a rental agreement between the Insured Person and the licensed rental vehicle company is signed; and
- a relevant comprehensive motor insurance policy covering the rental vehicle, is effected during the rental period; and
- the Insured Person is duly licensed to drive the rental vehicle; and
- in no event shall this benefit be paid more than once during the Period of Insurance.

## Conditions

Written notice of accidents or any other events which may give rise to a claim under this Policy shall be given to the Company as soon as reasonably practicable. The Insured Person shall at his/her own expense supply the Company with full particulars in writing of the loss or damage and give all necessary information, documents, evidence and assistance as the Company may reasonably require for investigating or verifying a

- 2. Except with the written consent of the Company, the Insured Person shall not make any promise, offer, payment or admission of liability to a third party in respect of any third party claim. The Company shall be entitled to conduct all proceedings arising out of or in connection with such claims in the name of the Insured Person and to instruct solicitors of its own choice for this purpose. The Insured Person shall give such information and assistance as the Company may require from time to time.
- An Insured Person shall not be covered under more than one individual travel Insurance policy issued by the Company for the same journey. In the event that an Insured Person is covered under more than one such policy, the Company will consider that person to be insured under the policy first issued and will refund any duplicated insurance premium payment which may have been made by or on behalf of that person.
- In the event of the death of an Insured Person, the Company shall have the right, at its own expense, to conduct a post mortem.
- The Insured Person must exercise reasonable care to prevent accidents, Bodily Injury, Sickness, loss or damage. In case of accidental damage to Mobile Phone, Tablet Computer or Lap-
- top Computer, the Insured Person is required to provide a repair quotation or receipt from an official authorized service center with details on the damaged parts and labour costs. Otherwise, the loss will not be covered under this Policy
- The Company shall have the right to opt for repair, reinstatement or payment, subject to due allowance for wear and tear, betterment or depreciation, in case of baggage or personal effects or Home Contents loss or damage claim.
- If at the time any claim arises under this Policy there is any other insurance policy effected by or on behalf of an Insured Person with other insurance company covering the same loss, damage, expenses or liability, the Company shall not be liable to pay or contribute any claim for such loss, damage, expense or liability. This condition is not applicable to Section 1C and 2.
- Any fraud, misstatement or concealment in respect of this insurance or of any claim hereunder shall render this Policy null and void and any benefit due hereunder shall be or become forfeited.
- This Policy is only valid for leisure travel or business travel (limited to administrative and clerical works only), and originating from Hong Kong.
- 11. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties of if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy.
- This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.
- 13. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- 14. This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.
- 15. In the event of any discrepancy between the English version and the Chinese version of this Policy, the English version shall prevail.

If the Applicant gives notice in writing to the Company to terminate this Policy, or to terminate insurance with respect to any other Insured Person(s), such termination shall become effective upon the actual receipt of the notice by the Company. Provided that no claim has been made or arisen during the Period of Insurance, the Applicant shall be entitled to a partial refund of premium according to the short period premium table below.

Covered period (not exceeding)	Premium to be refunded
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
Over 8 months	0%

- 2. If the Company gives fourteen days' notice of termination by registered letter to the Applicant at his/her last known address, such termination shall be effective on the fourteenth day after such notice has been issued. Refund of premium, if any, shall be calculated on a pro-rata basis.
- This Policy shall terminate upon the death of the Applicant. And the Applicant's spouse and/or child shall cease to be an Insured Person upon his/her death or upon his/her ceasing to be an Immediate Family Member.
- This Policy shall terminate forthwith upon the renewal date next following the Applicant's 90th birthday.
- Insurance in respect of an insured Child shall terminate forthwith upon the renewal date next following his/her 17th birthday or marriage or otherwise

- ceasing to be a dependent of the Applicant, whichever date is the earliest.
- Insurance in respect of an insured spouse shall terminate forthwith upon the renewal date next following his/her 90th birthday.

#### **Exclusions**

- No benefit will be payable (unless otherwise specified in this Policy) for claims directly or indirectly occasioned by:
  - (a) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  - Any kind of sport being engaged in professional capacity or where the Insured Person would or could earn any remuneration from engaging in such kind of sport, racing other than on foot, deep water diving (30m or deeper), motor rallies and competitions, aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognized airline.
  - Willfully self-inflicted injury, childbirth, pregnancy, mental disorder or illness, alcoholism or the use of drugs (other than taken under a prescription by a Qualified Medical Practitioner), volunteered exposure to needless peril (except in an attempt to save human life), venereal disease, AIDS or AIDS related complications.

    Nuclear fission, nuclear weapons or radioactive contamination.

    In respect of any property more specifically insured.

    The Insured Person's direct participation in terrorist acts.

  - The Insured Person is travelling contrary to the advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment or for migration.
  - Any incident or circumstance which is existing or announced or publicly known before or at the time of application for this insurance.

#### Sanctions Exclusion

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions laws or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

No benefit will be payable under Section 1 for:

- Medical treatment or aid obtained in Hong Kong except as provided under
- Surgery or medical treatment which, in the opinion of the Qualified Medical Practitioner, can be reasonably delayed until the Insured Person's return to Hong Kong or arrival in the country of final destination for travellers not returning to Hong Kong.
- Medical Expenses incurred for prophylactic treatment or preventive care, including but not limited to treatment, investigation, screening or surveillance procedures based on the health history of the Insured Person and/or his/her Immediately Family Member, and/or to rule out the other causes for the Sickness.
- Cosmetic or plastic surgery other than necessitated to correct a condition resulting solely from Bodily Injury occurring during the Period of Trip.

- The additional cost of single or private room accommodation at a Hospital. Any illness or disease in existence prior to the journey. Dental care other than necessitated by accidental injuries to sound natural 7. teeth.
- 8. Evacuation expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled journey.
- Any elective treatment, aromatherapy, tonic medication, services provided by a health spa or massage parlour.
  The cost of prosthetic devices or visual or hearing aids.
- Expenses for a service not approved and arranged by Europ Assistance Hong Kong Limited except in the event the Insured Person or Travelling Companion cannot notify Europ Assistance Hong Kong Limited during an emergency medical situation for reasons beyond their control.

No benefit will be payable under Section 2:

- Unless death or loss occurs within 12 months of the date of the relevant
- For more than one Covered Event in respect of each Insured Person.
- For Additional "Common Carrier" Personal Accident Benefit:
- For persons under the age of 18 years. For Credit Card Protection:
- If the Insured Person is entitled to indemnity under any other insurance 4.
- For persons under the age of 18 years.
- For interest accrued or financial charges or charges/fees of similar.

No benefit will be payable under Sections 3 and/or 5 for:

- Loss or damage arising from delay, confiscation, detention, requisition or destruction by Customs or other officials.
- Loss or damage to stamps, bonds, coupons, negotiable instruments, title deeds, manuscripts, securities or documents of any kind.

  Breakage or damage to fragile articles unless caused by an accident to
- the conveyance in which the baggage is being carried.
- Item contains gold, platinum, diamond, jade or pearl.

- Business goods or samples, perishable food, sports equipment or remotecontrolled flying devices while in use.
- Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or derangement.
- Loss or damage while in the custody of an airline or other carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report obtained of its discovery.

  Any loss not reported to the local police within 24 hours of its occurrence
- and such local police report is not obtained.
- Unattended Properties unless kept inside a locked hotel room, or in the care and custody of an airline, carrier or hotelier.
- 10. Loss or damage to portable personal data processing/storage equipment, other than Mobile Phone, Tablet Computer or Lap-top Computer, and its

No benefit will be payable under Section 4 if the delayed baggage shall prove to be lost or damaged and for which loss or damage a claim is made and admitted under Section 3.

No benefit will be payable under Section 5 for:

- Shortage due to error, omission, exchange or depreciation in value; and
- Travellers' cheques not immediately reported to local branch or agent of issuing authority.

No claim will be payable under Section 6 for loss or damage or Bodily Injury arising directly or indirectly from, in respect of, or in consequence of:

- Employers' liability, contractual liability or liability to a member of an Insured Person's family.
- Property belonging to or in the care, custody or control of an Insured 2.
- Any willful, malicious or unlawful act.
- Pursuit of trade, business or profession.

  Ownership or occupation of land or buildings (other than occupation only 5. of any temporary residence).
- Ownership, possession or use of vehicles, aircraft, watercraft, animals or
- Legal costs resulting from any criminal proceedings.
- 8. The influence of intoxicating liquor or drugs.

No benefit will be payable under Sections 7 and 8 for loss arising from:

- Government regulations or act, delay or amendment of the Itinerary, or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday was booked.
- Disinclination to travel or financial circumstances of any Insured Person.
- Any unlawful act or criminal proceedings of any person on whom the holiday plan depend, other than witness summons, jury service or compulsory quarantine of the Insured Person.
- Any illness or disease, compulsory quarantine, strike or industrial action, riot or civil commotion, hijack, adverse weather condition, natural disaster or Black Travel Alert existing at the time of application for this insurance. Failure to notify travel agent, tour operator or provider of transport or
- accommodation immediately after it is found necessary to cancel or curtail the travel arrangement.

No benefit will be payable under Section 9 for loss arising from:

- Failure to check in according to Itinerary or to obtain written confirmation from the carriers or the handling agents of the number of hours of delay and the reason for such delay.

  Strike or industrial action, riot or civil commotion, hijack, adverse weather
- condition or natural disaster existing at the time of application for this insurance. Late arrival of the Insured Person at the airport or port after check-in or booking-
- in time (except for late arrival due to strike or industrial action).
- Failure of Insured Person to get on-board the first available alternative transportation offered by the relevant Common Carrier operator.

- No benefit will be payable under Section 10 for:

  1. Any loss not reported to the police within 24 hours of its discovery.
- Loss due to use of any key or duplicate thereof irrespective of whether such key belongs to the Insured Person or not.

  Loss caused or facilitated by the reckless or willful act of an Insured
- Person or his/her family members.

No benefit will be payable under Section 11 for loss arising from:

- Accidental breakage or damage of the Golf Equipment while in use.
- Any loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process
- initiated by the Insured Person to repair, clean or alter any Golf Equipment. Any loss of or damage to hired or leased Golf Equipment. Any loss of or damage to the Golf Equipment resulting directly or indirectly from action taken by any government or public or local authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such Golf Equipment.
- Any of the Insured Person's Golf Equipment which the Insured Person intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling.

No benefit will be payable under Section 12 for:

Any condition under the influence of alcohol or drugs of the Insured Person who is controlling a rental vehicle during the rental period.

- Loss arising from operation of the rental vehicle which is in violation of the terms of the rental agreement or applicable comprehensive motor insurance.
- Any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period.
- Non-Operation Charge (NOC) and liability other than loss of or damage to the rental vehicle.
- The rental of motorcycles, all kinds of commercial vehicles and any vehicles with 9 seats or above.

#### **IT Clarification Clause**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### **Provisos**

### Travelling of Child(ren)

Child(ren) aged 11 or under must be accompanied by an Adult Insured Person for the entire travel period.

# 24-Hour Travel & Medical Assistance Service Hotline: (852) 2861 9294

# 豐隆全年旅遊保險

本保險單、保險證明書及任何批註或附件均應視為同一份文件(統稱「保險單」),載於該等文件而附特定意義的任何詞彙或字句,在整份文件中均具有該意義。

#### 鑑於:

- 1. 申請人代表每位受保人已申請保險而向本公司呈交之投保申請書或陳述,包括向本公司之聲明,將構成本保險單的基準;及
- 2. 豐隆保險(亞洲)有限公司「本公司」已接受投保。

在支付有關之保險費之條件下,本公司僅同意根據本保險單所載的條款及條件,按本保險單及保險證明書所述的程度及方式,向受保人就受保範圍內的風險提供保障。

#### 定義

- 「成人」指年滿十八至九十歲(以最近一次生日為準)的人士。
- 「**申請人**」指代表受保人申請購買保險單之人士。
- 「**賠償限額/分項限額」**指保險證明書承保範圍概要所載的最高賠償額。分項限額包括 於各項目最高賠償額之內。
- **「黑色外遊警示」**指由香港政府根據「外遊警示制度」下所發出之「黑色警示」。
- 「身體受傷」指純粹及直接因無法預見及意料之外的暴力、偶發、外在及可見事件所引致的身體受傷。
- 「小童」指未滿十八歲(以最近一次生日為準)的人士。
- 「**緊密業務夥伴」**指該人士為公司之登記股東,而受保人為該公司之股東;或指合資業 務之合夥人,而受保人為該合資業務之合夥人。
- 「公共交通工具」指由正式持牌定期運載購票乘客的運輸商所提供及經營的任何巴士、旅遊巴士、的士、酒店專車、渡輸、氣墊船、水翼船、輪 船、火車、電車或地下鐵路;以及正式持牌定期運載購票乘客的航空公司或包機公司所提供及經營的飛機; 以及任何設有固定路線及時間表的機場客車、機場運輸系統。
- 「縮短旅程」指到達發票所列的目的地後,放棄原先計劃的旅程或行程,並返回香港的 住址或工作地點。
- 「**高爾夫球工具」**指高爾夫球桿或高爾夫球袋。
- 「家居財物」指受保人所擁有及置於其在香港的主要居所內之任何家居物品
- 「香港」指中華人民共和國香港特別行政區。
- 「醫院」指依法運作的機構,用以照顧及治療受傷或患病人士,設有診斷及施行大型手術的設施,由具法定資格的註冊護士提供全天二十四小時護理服務,並由具法定資格的醫生負責監督,但不包括主要用作診所、護理或復康院、休養院、老人院、精神護理機構、療養院或延續護理中心,或酗酒或吸毒者治療所的機構。
- 「**住院」**指按具法定資格的醫生建議需以住院病人身分人住醫院最少連續 24 小時以接受治療。
- 「**直系親屬」**指受保人的配偶、父母、配偶父母、(外)祖父母、配偶(外)祖父母、子女、兄弟姐妹、(外)孫兒女或未婚夫/妻。
- 「受保人」指在保險証明書內註明為受保人之人士。
- 「**行程表」**指在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,並連同正式收據或確認文件一同簽發的詳細計劃行程。
- 「手提電腦」指包括手提電腦、記事簿型電腦或迷你記事簿型電腦,以及其軟件及各種 和44。
- 「單目失明」指一隻眼完全及在不能復原和治癒的情況下喪失視力。
- 「單肢殘缺」指一隻手自手腕或以上之處或一隻腳自足踝或以上之處斷離身體,或永久 性完全喪失該手或腳之功用。
- 「嚴重燒傷」指三級燒傷(深層皮膚受損傷及皮下組織遭破壞),燒傷面積佔受保人身體總面積10%或以上,或頭部面積2%或以上,惟燒傷程度須以具法定資格醫生的醫療報告及全面診斷紀錄辯明。
- 「醫療費用」指就於醫院接受或由具法定資格醫生施行、建議或開列處方的診斷測試或程序、醫療診治、外科手術、復康護理、醫療用品、牙科治療(僅因身體受傷而引致)、藥物、物理治療、按脊治療、跌打、針灸或救護車服務所收取的費用。
- 「手提電話」指包括手提電話、智能電話或個人電子手帳電話,以及其軟件及各種配件。

## 「受保旅程期」

指由受保人離開香港人境事務處/櫃檯或保險證明書所載保險有效日期的首日(以較後者 為準)開始,直至受保人返回香港境內抵達香港入境事務處/櫃檯或行程出發後的九十二 日(以較早者為準)為止。

- 「永久性完全傷殘」指完全傷殘持續十二個月後,受保人在餘下的生活期間完全不能從 事任何可賺取收入的職業。
- 「主要居所」指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。
- 「**私家車輛」**指任何作私人之用的四輪汽車,不包括接載購票乘客或運送供銷售或投遞 貨物的持牌車輛。
- 「具法定資格的醫生」指獲執業地區擁有司法管轄權的政府合法授權,以提供內科或外 科醫療服務的任何人士,惟受保人本身或受保人直系親屬則除外。
- 「不適」指於受保旅程期間開始患上或感染的不適或疾病。

- 「平板電腦」指包括平板電腦(以對角線計,屏幕尺寸為7吋或以上),以及其軟件及各種配件。
- 「外遊警示」指由香港政府根據「外遊警示制度」下所發出之警示。有關警示主要分為 三級:「黃色警示」、「紅色警示」及「黑色警示」。本公司將會根據香港政府對 「外遊警示制度」之改動隨時更改該「外遊警示」之定義。
- 「旅遊夥伴」指與受保人一同預訂或安排預訂旅程或預留座位,並在整個旅程中與受保 人同行。導遊或團友除外。
- 「無人看管的財物」指任何未被受保人直接看管或照顧,或被受保人獨自留下而沒有監 格的財物。

#### 項目1

## A. 醫療及其他費用

本公司會支付:

- 受保人在受保旅程期內因身體受傷或不適而在有關事故發生之日起十二個月內在香港以外地方所引致的必要而合理醫療費用、額外交通和住宿費用(惟有關此額外費用的交通座位及/或住宿房間等級不能高於受保人原定行程表上的交通座位及/或住宿房間等級),但以分項限額為限。
- 2. 受保人結束行程返回香港後三個月內,在香港所支付的合理及必要醫療費用,但該 等費用須因受保人於受保旅程期內在香港以外地方遭遇身體受傷或不適而引致並已 於當地接受具法定資格醫生作出首次醫療診治,及以分項限額為限。
- 3. 根據醫生建議須由一名親屬或朋友前赴或停留當地陪同受保人,因而於香港以外地 方合理引致的必要交通(只限經濟客位)及住宿費用,但受保人必須連續住院超過3天 及安當以分項限額為限。
- 在身故地點土葬或火化遺體,或將遺體或骨灰運返香港的合理費用,以分項限額為限。
- 5. 在香港以外的身故地點舉行葬禮所需的合理費用,以分項限額為限。
- 6. 受保人的同行未獨立小童因受保人於受保旅程期內身體受傷或不適人住香港以外地方的醫院而無人照顧,因而將其小童送返香港的合理費用,但以分項限額為限。若其小童的回程票失效,受保人必須將回程票任何未使用部分讓與本公司。

## B. 緊急醫療運送

若受保人在香港以外地方旅遊時身體受傷或不適,而根據醫療判斷需要將受保人送往另一地點接受醫療診治或送返香港,Burop Assistance Hong Kong Limited (並非本公司之代理人)將就受保人傷勢或病況的嚴重性作出該運送安排,有關費用由本公司承擔,惟以賠償限額為限。

Europ Assistance Hong Kong Limited 提供緊急醫療及運送支援,可在全球任何地方致電 (852) 2861 9294。受保人須提供保險的詳細資料。

## C. 住院現金津貼

若受保人於受保旅程期內在香港以外地方因身體受傷或不適而登記人住當地醫院,便可就住院期間獲得住院現金津貼,但以賠償限額為限。

## 項目2

## A. 個人意外

若受保人在受保旅程期內身體受傷,以致於十二個月內在並不涉及任何其他因素的情況 下導致出現下列保障事項,則本公司將按照下列所載賠償限額的百分比支付賠償(惟本公司僅賠償第1至第5保障事項的其中一項):

保障事項		賠償限額百分比
1.	身故	100%
2.	永久性完全傷殘	100%
3.	雙目失明、雙肢殘缺或單目失明及單肢殘缺	100%
4.	單目失明或單肢殘缺	50%
5.	嚴重燒傷	100%

此項目之身故賠償將會支付予申請人。若申請人不幸身故,該項賠償將支付予保險證明 書內所列明的受益人,但此受益人必須在申請人申購本保險單時為申請人之直系親屬, 或倘若本保險單並沒有列明任何受益人,則該意外身故賠償將支付予申請人之遺產。如 若保險證明書內列明多於一位受益人,則賠償金將會平均分配予所有受益人。

若身故之受保人在申請人申購本保險單時並非為申請人之直系親屬,則此項目之身故賠 償將支付予身故受保人之遺產。

## B. 額外「公共交通工具」個人意外賠償

若購票乘搭公共交通工具或乘坐私家車輛旅遊時身體受傷,每名成人受保人於上述第 1 至第 5 保障事項的應付賠償限額百分比將提高 50%:惟此項賠償不適用於小童。

#### C. 信用卡保障

若受保人因於受保旅程期內及於香港以外地方身體受傷或不適以致身故,本公司將支付受保人於受保旅程期內及於香港以外地方使用其信用卡所簽付的物品及服務所欠繳賬項,但以賠償限額為限:惟此項賠償不適用於小童。

#### D. 死亡撫恤金

若受保人因於受保旅程期內及於香港以外地方身體受傷或不適以致身故,本公司將就每 名身故受保人支付死亡撫恤金,但以賠償限額為限。

### 項目3 行李及個人財物

若於受保旅程期內,受保人所擁有並預先送往目的地或沿途攜帶或購買的行李或個人財物遭意外遺失或損毀,本公司將就此作出賠償,但以賠償限額為限;惟本公司就任何一件,一對或一套物品賠償的款額將不會超過分項限額。

#### 套裝物品賠償條款

若受保物品屬一對或一套物品,本項的賠償款額將以任何遭遺失或損毀部分的價值為限,並不會考慮該部分或該等部分作為整對或整套物品一部分的重要性,賠償金額亦不會超過該部分於整對或整套物品所佔的價值比例。

### 項目 4 行李延誤

倘若因行李送遞延誤或錯誤或航空公司之不善處理而令受保人在按預定時間抵達香港以 外之目的地超過十個小時後仍未能取得托運行李,並因此急須購買基本衣物或日常必需 品,本公司將就該等購買開支予以賠償,但以賠償限額為限。

為免生疑問,在受保期內·同一件被延誤的托運行李於本項目只能由一名受保人索賠一 次。

## 項目 5

## A. 個人金錢

倘若於受保旅程期內,屬於並由受保人所攜帶的金錢因意外遺失,包括現金、鈔票、儲 值卡、支票、旅行支票或匯票,本公司將予以賠償,但以賠償限額為限。

## B. 個人證件

- 若於受保旅程期內受保人所攜帶的個人證件因意外遺失,包括護照、簽證、短暫許可證、 身份證、駕駛執照或類似身份證明文件、信用卡、飛機或船或車票,本公司將為有關實 質換領費用予以賠償,但以分項限額為限。
- 2. 倘若於受保旅程期內受保人的護照或類似身份證明文件因意外遺失,本公司將就受保人在香港以外地方為換領護照或領取必需的身份證明文件以繼續旅程或返回香港所引致的必要額外交通及住宿費用予以賠償,但以分項限額為限。

## 項目 6 個人法律責任

倘於受保旅程期內受保人在香港以外地方因下列事項須對第三者承擔法律責任,本公司 將就此作出賠償,但以賠償限額為限:

- (a) 意外導致第三者身體受傷;或
- (b) 意外導致第三者財物損失或損毀。

受保人向第三者支付的費用及開支,以及受保人本身所承擔並事先經本公司同意支付的 費用及開支亦可獲賠償。

## 項目 7 損失訂金或取消旅程

若受保人因下列事項而必須及無可避免地取消整個旅程,本公司將賠償受保人已預付或 訂約支付而不可退回之訂金或費用損失,惟以賠償限額或分項限額為限:

- (a) 於受保期內,受保人身故、身體受傷、不適、擔任陪審員、出庭作證或被強制性隔離, 或旅遊夥伴、直系親屬或居於香港的緊密業務夥伴身故、身體受傷或不適;
- (b) 預定啟程日期前十四日並於受保期內因火災、水淹、自然災難或爆竊,導致受保人於 香港的主要居所嚴重捐毀:
- (c) 於受保期內首次發生的劫持、暴動或民間騷亂;
- (d) 因罷工或工業行動、惡劣天氣、自然災難、預定乘搭之飛機、船隻或火車機械故障或 失靈或出現結構問題,以致受保人所預先安排乘搭的公共交通工具較行程表上列明的 時間延遲六個小時或以上啟程或到達;或
- (e) 對計劃目的地發出黑色外遊警示。

#### 項目8縮短旅程

倘若直接因下列事項而引致受保人必須及無可避免地縮短旅程,本公司將按比例賠償包 括在原定行程內不可退回的未動用預繳旅行團費或交通或住宿費,以及賠償在香港以外 地方所合理引致的額外交通及住宿費用,惟以賠償限額或分項限額為限:

- (a) 於受保期內,受保人身故、身體受傷、不適、擔任陪審員、出庭作證或被強制性隔離,或旅遊夥伴、直系親屬或居於香港的緊密業務夥伴身故、身體受傷或不適
- (b) 於受保期內因火災、水淹、自然災難或爆竊,導致受保人於香港的主要居所嚴重損 (B):
- (c) 於受保期內首次發生的劫持、暴動或民間騷亂;
- (d) 因罷工或工業行動、惡劣天氣、自然災難、預定乘搭之飛機、船隻或火車機械故障或失靈或出現結構問題,以致受保人所預先安排乘搭的公共交通工具較行程表上列明的時間延遲六個小時或以上啟程或到達;或
- (e) 對計劃目的地發出黑色外遊警示。

惟倘若原持有之回程票已失效,受保人必須將回程票任何未使用部份讓予本公司。

#### 項目9 旅程延誤

因罷工或工業行動、暴動或民間騷亂、劫持、惡劣天氣、自然災難、機場關閉、空中交通管制、機場系統故障、預定乘搭之飛機、船隻或火車機械故障或失靈或出現結構問題而導致受保人預先安排乘搭的公共交通工具較行程表上列明的時間延遲六個小時或以上啟程或到達,本公司將就此予以賠償,惟以賠償限額為限。

惟:

- (a) 出發或到達延誤是根據行程表上列明的原本航班出發或到達時間,直至
  - i) 原本公共交通工具;或
  - ii) 有關公共交通工具機構安排最早可啟程的代替交通工具實際出發/或到達的時間作出計算。
- (b) 本項僅就同一公共交通工具的啟程或抵達延誤予以賠償;
- (c) 倘索償已根據項目7或8提出並獲接納,則不獲此項賠償。

倘若因罷工或工業行動、暴動或民間騷亂、劫持、惡劣天氣、自然災難、機場關閉、空中交通管制、機場系統故障、預定乘搭之飛機、船隻或火車機械故障或失靈或出現結構問題,以致受保人預先安排乘搭返回其香港住所或工作地點的公共交通工具遭延誤,則受保期將可延長最多10天。

#### 項目 10 家居財物爆竊

倘於受保旅程期內因遭爆竊(即使用強行、暴力及可見手段進出住所而案發時住所並無人居住而引致家居財物損失或損毀,受保人將可獲得賠償,惟以賠償限額為限。然而, 本公司就任何一件、一對或一套物品的賠償款額將不會超過分項限額。

## 項目 11

## A. 高爾夫球「一桿入洞」

倘成人受保人於香港以外任何認可高爾夫球場進行高爾夫運動時取得「一桿人洞」的成績,本公司將支付有關祝捷費用,惟以賠償限額為限。然而,受保人必須出示祝捷費用 賬單,連同有關高爾夫球會所簽發並證實的證明書,且受保人並非為專業高爾夫球運動 員。

## B. 租用高爾夫球工具

倘若受保人的高爾夫球工具在受保旅程期內有所遺失、被竊或損毀,本公司將賠償受保 人有關租用高爾夫球工具的費用,惟以賠償限額為限。

## C. 果嶺費用

倘若受保人在受保旅程期內因身體受傷或不適而不能使用已租的高爾夫球場或不能參加 高爾夫球課程,本公司將賠償受保人有關此場地或課程的已預先支付而不能退回未能享 用的果嶺費用或高爾夫球課程費用或租用高爾夫球工具費用,惟以賠償限額為限。本公司 將以該高爾夫球球場或課程日數按比例賠償未能享用的費用。

## 項目 12 租車自負額

倘若受保人在受保期內於香港境外駕駛一輛租用車輛並發生碰撞或該車輛被盜或在停泊時損毀, 本公司會賠償受保人就有關損失而需承擔的汽車保險自負額,惟以賠償限額為限。

惟:

- (a) 該車輛必須是從領有牌照的汽車租賃公司租來;及
- (b) 受保人與該領有牌照的汽車租賃公司簽訂了租用協議;及
- (c) 有一份相關的綜合汽車保險保單於有關出租期內保障該出租車輛;及
- (d) 受保人需領有駕駛該租用車輛的合法執照;及
- (e) 本保障在受保期內只可賠償一次。

## 條款

 任何可根據本保險單提出索償的意外或其他事故,須於合理及實際可行情況下盡快以 書面通知本公司。受保人必須自費向本公司提供有關損失或損毀的書面詳情,並提 供所有之文件、証據以及給予本公司為調查或核實索償而可能合理要求的必要資料及協 助。

- 2. 除獲得本公司的書面同意外,受保人不得就第三者所提出之任何索償作出任何承諾、 建議、付款或責任承諾。本公司有權以受保人名義進行與索償有關的一切訴訟,並可自 行委託律師代為處理該等訴訟。受保人必須提供本公司所要求的一切有關資料及援助。
- 3. 受保人不得就同一次旅程向本公司投保多於一份個人旅遊保險單。倘受保人獲多於一份保險單承保,本公司將視受保人受最先發出的保險單所承保,並退還該人士或代表該人士支付的任何重複保費。
- 4. 倘若受保人身故,本公司有權進行死因醫學檢驗及調查,費用由本公司承擔。
- 5. 受保人必須合理審慎地防止意外、身體受傷、不適、財物遺失或損毀。
- 6. 若手提電話、平板電腦或手提電腦因意外損壞,受保人需提供來自官方授權服務中心的維修報價單或收據,並詳細列明損壞部件及人工費用。否則,該損失將不在本保險單的產保範閱內。
- 本公司有權就行李或個人財物或家居財物損失或損毀索償選擇進行維修、修復或支付 賠償金額並賠償將根據有關財物之損耗、改善或折舊程度作出調整。
- 8. 倘於根據本保險單提出索償時,受保人的有關損失、損毀、開支或責任亦獲其本身或 他人代表受保人在其他保險公司投購的保險單所承保,則本公司將不會就該等損失、 損毀、開支或責任所支付作出或攤分任何賠償。惟此條款不適用於項目1C及2
- 若本保險單或就其提出的任何索償涉及任何欺詐行為、失實陳述或欺瞞事實,本保險 單將告無效及作廢,其項下任何賠償將予喪失。
- 10. 本保險單只適用於消閒或公幹(只限於行政及文職)性質及由香港出發的旅程。
- 11. 所有因本保險單而引起的分歧,將提交由雙方書面委任的仲裁人決定,或若有關雙方 不能同意委任單一名仲裁人,則各自需在兩個月內以書面委任一名仲裁人,並交由該 兩名仲裁人決定;又或該等仲裁人出現意見分歧,則在進行轉介之前,交由仲裁人以 書面委任的仲裁長決定。有關的裁定將是對本公司在本保險單承擔保險責任的爭議而 就本保險單提出法律訴訟的先決條件。
- 本保險單不得轉讓,本公司將不受任何信託、抵押、留置權、轉讓或其他買賣本保險 單的通知所影響。
- 13. 任何不是本保險單某一方的人士或實體,不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保險單的任何條款。
- 14. 本保險單受香港法律規管並按其詮釋。本保險單各方不可撤回地同意香港法院就本保險單引起的一切及所有事宜、糾紛或司法程序具有非專屬司法管轄權。
- 15. 倘本保險單之英文本及中文本出現歧異時,以英文本為準。

#### 終止保單

如申請人書面向本公司要求將保單終止或終止其他受保人的保險,則有關終止將於本公司正式接獲該通知後生效。倘若不曾在保險有效日期內提出任何索償,申請人可獲退還保費並根據以下短期保費計算表計算。

已受保期 (不超越)	退還保費
4 個月	60%
5 個月	50%
6 個月	40%
7 個月	30%
8 個月	20%
超過8個月	0%

- 如本公司將有十四天限期的終止通知書以掛號郵寄往最後為本公司所知的申請人地址 予申請人,有關終止將於此通知書發出後第十四日生效。退還保費(如需要)將按比例 計算。
- 本保單將於申請人身故時終止。若申請人之配偶或小童身故或其直系親屬身份終結時, 則他(她)們將隨即不再是受保人。
- 4. 在申請人年屆九十歲後的首個續保日,投保人的保險將即時予以終止。
- 有關受保小童之保險,將於其年屆十七歲或於其結婚或停止成為申請人的受供養人後 緊接的續保日即時予以終止,以較早者為準。
- 有關受保配偶之保險,將於其年屆九十歲後緊接的續保日即時予以終止。

## 不受保項目

- . 除本保險單另有指明者外,本保險單不承保由下列事項直接或間接引致的索償:
  - (a) 戰爭、侵略、外敵行為、敵對行為或軍事行動(無論有否宣戰)、內戰、叛變、 暴亂、具備民眾起義特質或構成民眾起義的民眾騷亂、軍事起義、起義、叛亂、 革命、軍事或篡奪力量、軍法統治、遵照或根據任何政府、公共或當地政府部門 的指令將財物充公、國有化、徵用、毀壞或損毀。
  - (b) 受保人以專業身分參與的任何體育運動或受保人將可或應可從中賺取酬金的任何 體育運動、跑步以外的競賽、水肺潛水(30 米或更深)、賽車和同類賽事、航空活動)(但購票乘搭由認可航空公司經營的持牌飛機則不在此限)。
  - (c) 蓄意自傷身體、分娩、懷孕、神經錯亂或精神病、酗酒或服用藥物(經具法定資格的醫生處方服用者除外)、自行暴露於不必要的危險(意圖挽救他人性命者除外)、性病、愛滋病或與愛滋病有關的併發症。
  - (d) 核分裂、核武器或輻射污染。
  - (e) 有關任何已經另行特別投保的財物。
  - (f) 受保人直接參與恐怖主義行動。
  - (g) 受保人未有遵照醫生建議或為了獲得醫學治療或為了移民所進行的旅程而引致的

索償。

- (h) 在申請本份保險時或之前已經存在或宣佈或為公眾所知的任何事件或情況。
- 2. 制裁不保條款

若本公司就任何損失或索賠作出支付會違反任何制裁法律或規例,並由此導致本公司、其母公司或本公司的最終控制實體根據任何制裁法律或規例須繳納任何罰款, 本公司將不負責提供本保險單的任何保障或根據本保險單支付任何款項。

#### 項目1的不承保事項:

- 1. 於香港接受的醫療診治或援助(分項 A2 列明者除外)。
- 具法定資格的醫生認為可合理延遲接受的手術或醫療診治,直至受保人返回香港或 (如不返回香港者)直至抵達最終目的地國家。
- 3. 預防性治療或預防護理,包括但不限於根據受保人及/或其直系親屬的過住病歷而進行的治療、檢查、篩查或監測程序,及/或為排除其他不適原因所產生的醫療費用。
- 4. 美容或整容手術,惟純粹因受保旅程期內身體受傷而須接受矯正手術者除外。
- 5. 入住醫院的單人或私家病房的額外費用。
- 6. 任何在外遊之前已患有的疾病。
- 7. 牙科護理,惟自然健康牙齒意外受傷而須接受牙科護理者除外。
- 8. 其他人士提供醫療運送服務所引致的費用,而受保人無責任支付該筆費用,或任何 已包括在預定行程費用內的開支。
- 9. 任何非必要治療、香薰治療、滋補藥品及由健美水療場所或按摩院提供的服務。
- 10. 假體或視覺或聽力輔助器費用。
- 11. 未經 Europ Assistance Hong Kong Limited 批准及安排的服務所引致的任何開支,但若受保人或其旅遊夥伴因病況危急及在他們不能控制的情況下而未能通知 Europ Assistance Hong Kong Limited,則不在此限。

#### 項目2的不承保事項:

- 1. 並非於該有關身體受傷之日起計十二個月內導致的身故或傷殘。
- 2. 就每名受保人提出多於一項保障事項之索償。

#### 額外「公共交通工具」個人意外賠償:

3. 就十八歲以下人士提出之索償。

#### 信用卡保障:

- 受保人可從任何其他保險單獲得之賠償。
- 5. 就十八歲以下人士提出之索償。
- 6. 應計利息或財務費用或其他費用收費。

### 項目 3 及 5/或 的不承保事項:

- .. 因海關或其他官員延誤、充公、扣留、徵用或毀壞而引致的損失或損毀。
- 損失或損毀郵票、債券、息票、可轉讓票據、房地契、手抄本、證券及任何種類的 文件。
- 3. 易碎物件打破或損毀,但因運載行李的交通工具出現意外而引致者除外。
- 4. 含有黃金、白金、鑽石、翡翠或珍珠的物品。
- 5. 商品或樣本、易腐壞食品及使用中的體育設備或遙控飛行裝置。
- 自然損耗、逐漸變壞、機械或電子故障或失靈。
- 在航空公司或其他運輸商保管期間引致的損失或損毀,但發現後立即報告並取得航空公司的「財物損失報告」者,則不在此限。
- 8. 並無在財物損失發生後二十四小時內向當地警方報失及取得報失紀錄。
- 無人看管的財物,但存放於酒店上鎖房間或由航空公司、運輸商或酒店保管者則不 在此限。
- 10. 手提個人資料處理或儲存設備以及其各種配件之損失或損毀,但手提電話、平板電 腦或手提電腦除外。

倘若受延誤之行李其後被證實遺失或損毀,而索償已根據項目 3 提出並獲接納,則項目4 將不會對此再作出賠償。

## 項目5的不承保事項:

- 1. 因錯誤、潰漏、匯兌或貶值而引致的金額不足;及
- 2. 遺失旅遊支票後並無立即向發行機構設於當地的分行或代理行報失。

項目 6 的不承保事項包括下列情況所產生、所涉及或所招致的直接或間接損失或損毀或身體 受傷:

- 1. 僱主的責任、合約規定的責任或對受保人家庭成員所負的責任。
- 2. 屬於受保人或受其照顧、保管或監管的財物。
- 3. 任何蓄意、惡意或違法行為。
- 4. 從事貿易、業務或職業活動工作。
- 5. 擁有或佔有土地或建築物(只為暫時居住而佔用者除外)。
- 6. 擁有、佔有或使用汽車、飛機、船舶、動物或槍械。
- 7. 任何刑事訴訟所引致的訴訟費用。
- 8. 受酒精或藥物影響。

## 項目7及8的不承保事項包括下列情況所引致的損失:

- 因政府規例或法案、預訂的行程延誤或修改、或提供預訂旅遊服務的機構及經其預訂 旅程的代理機構或旅行社未能提供預訂行程的任何部分(包括錯誤、遺漏或違約所致)。
- 2. 任何受保人因個人意願或財政狀況而不啟程旅行。

- 因旅遊計劃的參與或主事人之任何違法行為或刑事訴訟,但受保人出庭作證、擔任陪審員或被強制隔離者除外。
- 4. 在申請本份保險時已患有或發生或存在的任何疾病、強制隔離、罷工或工業行動、暴動或民間騷亂、劫持、惡劣天氣、自然災難或黑色外遊警示。
- 發現必須取消或縮短旅程時,未有立即通知旅遊代理或旅行社或提供交通安排或住宿的機構。

### 項目9的不承保事項包括下列情況所引致的損失:

- 未能按照行程表的時間辦理登機手續,或未能向航空公司或其它運輸機構索取書面確認以證明延諱時間和原因。
- 在申請本份保險時已存在發生的罷工或工業行動、暴動或民間騷亂、劫持、惡劣天氣或自然災難。
- 受保人在登機或預定啟程時間過後才到達機場、碼頭或車站因罷工或工業行動而遲到 者除外)。
- 4. 受保人最終未有登上有關公共交通工具機構所安排之首班取替交通工具。

#### 項目 10 的不承保事項:

- 1. 發現財物損失後並無於二十四小時內向警方報失。
- 2. 因使用鑰匙或複製鑰匙進入住所而引致的損失,無論該鑰匙是否屬受保人所有。
- 3. 受保人或其家人的魯莽或蓄意行為所引致或造成的損失。

### 項目 11 的不承保事項包括下列情況所引致的損失:

- 1. 於高爾夫球工具使用時而導致的意外破損或損毀。
- 正常之磨損、消耗、蟲蛀、寄生蟲、固有毛病、或因受保人自行維修、清潔、更 改任何高爾夫球工具而導致的損失。
- 3. 租借高爾夫球工具之遺失或損毀。
- 4. 直接或間接因任何政府或公共機構基於任何海關或其他條例採取的行動而扣留、破壞、隔離或檢疫該高爾夫球工具。
- 5. 與受保人不同交通工具寄運之高爾夫球工具。

### 項目 12 的不承保事項:

- 1. 在車輛出租期內,受保人因受到酒精或藥物影響而控制該租用車輛出現的任何情況。
- 2. 在違反租用協議或有關的綜合汽車保險的條款的情況下操作該出租車輛而導致的損失。
- 3. 在車輛出租期內,受保人作出任何非法或不合法使用該出租車輛。
- 4. 營業損失賠償(NOC)及該出租車輛的損失或損毀以外的責任。
- 5. 租用摩托車、任何種類的商用車輛及9個座位或以上的各種車輛。

#### 資訊科技聲明條款

本保險單承保的財物損毀應指物品實體的實質損毀。

物品實體的實質損毀不包括數據或軟件的損毀,尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動。

因此,本保險單不承保下列情況:

- (a) 數據或軟件的遺失或損毀,尤其是刪除、毀壞或重新格式化造成數據、軟件或電腦程式的任何嚴重變動,以及該等遺失或損毀所導致的任何業務中斷損失。儘管有此不承保條款,倘數據或軟件的損失或損毀直接由於受保範圍內物品實體遭受實質損壞所致,本公司將就此作出賠償。
- (b) 因數據、軟件或電腦程式的功能、可用性、使用範圍或接達程度降低所引致的遺失或 損毀,以及該等遺失或損毀所導致的任何業務中斷損失。

## 附帶條款

#### 小童旅遊條款

在整段旅程中,十一歲或以下的小童必須由一名成人受保人陪同。

二十四小時全球支援熱線服務: (852) 2861 9294