

HK Express Travel Protection Plan (One-way) - Travel Insurance Policy



In consideration of the payment of premium and subject to the definitions, exclusions, provisions and terms contained herein, endorsed hereon, or attached hereto, we agree to insure the *insured person(s)* named in the *schedule* issued in relation to an *insured journey* and promise to pay indemnity for loss to the extent provided herein.

Part 1 – Definitions

Certain words in this policy have specific meanings. We have printed these words in italics throughout this policy 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*.

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*, 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 (1) full day and continuously stays in there until discharged from the quarantine.

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 charged by the *hospital*.

Domestic Partner

an adult aged eighteen (18) or above who have chosen to live with the *insured person* in an intimate and committed relationship, and has resided with the *insured person* for at least three (3) years, intends to do so indefinitely and is able to provide such proof of residence. Domestic partner does not include roommates or any *immediate family member*.

Effective Date

either (i) the issue date of this policy or (ii) the date on which the Cancellation of Trip benefit under Section 8 becomes effective, whichever is the later.

Hong Kong

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

HKE

Hong Kong Express Airways Limited.

Hospital

an establishment which meets all the following requirements:

- holds a licence 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 this policy.

Immediate Family Member

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

Infectious Disease

any kinds of infectious disease with human-to-human spread in a large cluster(s) of a local population and which is announced by the World Health Organization.

Injury

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

Insured Journey

For one-way single trip travel plan, the period of travel commencing from the time when the *insured person* departs from any immigration counter of Hong Kong and until the time when the *insured person* arrives at any immigration counter of the final destination shown on the HKE air ticket. However, any period of insurance shall not exceed three (3) days.

Insured Person

the person(s) named on the *schedule* or subsequently endorsed hereon as *insured person(s)*.

Itinerary

the detailed plan for a journey issued and confirmed by HKE or other *public common carrier*, travel agency, tour operator or cruise company, together with the payment receipt or confirmation, prior to the commencement of the *insured journey*.

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 80dB.

Loss of Sight

the entire and *permanent* irrecoverable loss of sight.

Loss of Speech

the disability in articulating any three (3) of the four (4) 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 covered under this policy as stated in the Table of Benefits.

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 legally qualified *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. All treatments must be prescribed by a qualified *medical practitioner* in order for expenses to be reimbursed under this policy. In the event an *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 recoverable from such other sources.

Medical Practitioner

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

Permanent

lasting not less than twelve (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*, *travel companion*, *domestic partner* or *immediate family member* 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 for regular transportation of fare-paying passengers, including but not limited to bus, coach, ferry, 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 of 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 HKE receipt and ticket, *schedule*, Table of Benefits, declaration, riders, endorsements, attachments and amendments (regardless verbally or in written format).

Schedule

the schedule attached to and incorporated in this policy.

Serious Physical Injury or Serious Illness

an *injury* or *illness* which requires treatment by a *medical practitioner* or serious illness results in the *insured person* or *travel companion* being certified by that *medical practitioner* as being unfit to travel (or continue) with the *insured person's* original travel arrangement 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 to board the scheduled *public common carrier* or is being denied to enter into the scheduled destination by any legal, governmental or airport authorities due to injury or illness. 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 in the *insured person's* discontinuation or cancellation of his/her original *insured 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 ninety (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 Companion

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

Travel Document

travel document necessarily needed for the *insured person* to complete the *insured journey*.

Travel Ticket

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

Usual, Reasonable and Customary

expense which: (i) is charged for treatment, supplies or medical services *medically necessary* for caring of *insured person(s)* under the care, supervision, or order of a *medical practitioner*; (ii) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (iii) does not include charges that would not have been made if no insurance existed.

War

a contest by force between two (2) 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

Table of Benefits

| Section | Coverage | Maximum benefits per insured person per insured journey (HKD) |
|---------|---|---|
| 1 | Medical Cover (a) <i>Accidental Medical Expenses</i> (b) <i>Compulsory Quarantine Cash Allowance due to Infectious Disease</i> | 200,000 300 per day Up to 3,000 |
| 2 | Personal Accident (a) <i>Personal Accident</i> (b) <i>Burns Cover</i> | 300,000 100,000 |
| 3 | Personal Baggage Cover Including sub-limits of: • Per item, pair, set or collection • Aggregate limit for all cameras, camcorders and their accessories and related equipment | 4,000 2,000 3,000 |
| 4 | Travel Delay (HKD 300 for each and every 8 hours) | 1,200 |
| 5 | Baggage Delay Allowance (over 8 hours) | 300 |
| 6 | Cancellation of Trip | 3,000 |

Section 1 – Medical Cover

(a) *Accidental Medical Expenses*

In the event that the *insured person* sustains *injury* as a result of a covered *accident* during the *insured journey* and incurs *usual, reasonable and customary medically necessary expenses*, we will reimburse the actual *medically necessary expenses* incurred to the *insured person* within thirty (30) days from the date of *accident*.

In no event shall the total amount payable under this Section 1(a) - *Accidental Medical Expenses* exceed 100% of the *maximum benefits* as stated in the Table of Benefits.

(b) *Compulsory Quarantine Cash Allowance due to Infectious Disease*

In the event that the *insured person* is suspected or confirmed to have contracted *infectious disease* during the *insured journey* and results in *compulsory quarantine* by the local government or by the *Hong Kong Government* within three (3) days upon completion of the *insured journey* and returning to *Hong Kong*, we will pay the *insured person* a daily quarantine allowance of HKD 300 for each and every day of such *compulsory quarantine*, up to the *maximum benefits* as stated in the Table of Benefits.

In the event that more than one (1) *compulsory quarantine* have been arising 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 Applicable to Section 1(b) - *Compulsory Quarantine Cash Allowance due to Infectious Disease*

- Any home quarantine is excluded from this benefit.
- 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*.

Exclusions Applicable to Section 1

This section does not cover:

- non-essential medical treatment or any medical treatment that is not recommended by a *medical practitioner*;
- any loss or medical expenses arising from any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment;
- dental work or treatment, unless procedures necessitated by damage to sound and natural teeth as a result of an *injury* or *accident* occurring during the *insured journey*. Benefit is payable purely for emergency condition and to alleviate the pain and in a legally registered dental clinic or *hospital* but in all circumstances shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, replacement of natural teeth, denture and prosthetic services such as bridges and crowns, their replacement and related expenses;
- any expense incurred or services provided by another party for which the *insured person* is not liable to pay, or any expenses already included in the cost of the *insured journey*;
- cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury* occurring during the *insured journey*;
- surgery or medical treatment which is not substantiated by a written report from the qualified *medical practitioner*;
- surgery or medical treatment when in the opinion of the qualified *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*;
- any additional cost of single or private room or semi-private room accommodation at a *hospital* or charges in respect of special or private nursing; non-medical personal services such as radio, telephone and the like; procurement or use of special braces (unless the use of special braces is resulting from *accident* only and it is recommended by *medical practitioner*), appliances or equipment; or
- 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.

Section 2 – Personal Accident

(a) *Personal Accident*

In the event that the *insured person* suffers from *injury* resulting from *accident* during the *insured journey*, we will pay in accordance with the percentage stated in the Compensation Table hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that if such *injury* results in any one (1) of the following Events within ninety (90) consecutive days after the date of the *accident*.

| Events | | Percentage of maximum benefits |
|---|--|--------------------------------|
| Accidental death and disablement | | |
| 1. | Death | 100% |
| 2. | <i>Permanent total disablement</i> | 100% |
| 3. | <i>Permanent and incurable paralysis of all limbs</i> | 100% |
| 4. | <i>Permanent total loss of sight of both eyes</i> | 100% |
| 5. | <i>Permanent total loss of sight of one eye</i> | 100% |
| 6. | Loss of or the <i>permanent total loss of use of two limbs</i> | 100% |
| 7. | Loss of or the <i>permanent total loss of use of one limb</i> | 100% |
| 8. | <i>Loss of speech and hearing</i> | 100% |
| 9. | <i>Permanent total loss of hearing in</i> | |
| | (a) both ears | 75% |
| | (b) one ear | 15% |

Compensation Conditions:

- Benefit shall not be payable for more than one (1) of the Events listed above in respect of the same *accident*. Should more than one (1) of the Events occur as a result of the same *accident*, only the Event with the highest compensation will be payable under this section.
- Upon the occurrence of any compensation for which indemnity is payable under any one (1) of the above Events to any one (1) *insured person* in the policy, all benefits under the policy shall then immediately cease to be in force with regard to such *insured person*, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.
- For any partial disablement in relation to Events 2-9 inclusive which existed prior to an *injury* covered under this and becomes a *total disablement* as a result of such *injury*, the percentage of *maximum benefits* payable shall be determined by us having regard to the extent of disablement caused by the covered *injury*. However, no payment shall be made in respect of any disablement which was totally disabled prior to the *injury*.

(b) *Burns Cover*

In the event that the *insured person* suffers from *third degree burns* as a result of 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 specified damage to any one (1) of the following specified Areas within ninety (90) consecutive days after the date of the *accident*.

| Compensation table | | |
|---------------------------------|--|--------------------------------|
| Third Degree Burns Table | | Percentage of Maximum Benefits |
| Area | Damage as a percentage of total surface area | |
| Head | (a) Equal to or greater than 12% damage of total head surface area | 100% |
| | (b) Equal to or greater than 8% but less than 12% damage of total head surface area | 75% |
| | (c) Equal to or greater than 5% but less than 8% damage of total head surface area | 50% |
| | (d) Equal to or greater than 2% but less than 5% damage of total head surface area | 25% |
| Body (head excluded) | (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) Benefit shall not be payable for more than one (1) of the Areas listed above in respect of the same *accident*. If *injury* occurs to more than one (1) of the Areas as a result of the same *accident*, we shall pay only for the Area for which the highest compensation is payable under this section.
- (ii) For any *third degree burns* resulting in damage to an Area listed in the *Third Degree Burns* Table above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *third degree burns* caused by such *injury*, the percentage of *maximum benefits* payable shall be determined by us having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.

Disappearance Clause

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other *public common carrier* either on the ground or at sea in which the *insured person* was travelling 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 this policy at the time of such disappearance, 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 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 shall bear a proportionate share of the total loss.

Exclusion Applicable to Section 2

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

Section 3 – 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 of the vehicle. 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.

Sub-limits for Personal Baggage are as follows:

1. HKD 2,000 for any one (1) article, pair, set or collection in respect of any one (1) *insured person*.
2. An aggregate maximum limit of HKD 3,000 for all cameras and camcorders and their accessories and related equipment in respect of any one (1) *insured person*.

In no event shall the total amount payable under this Section 3 - Personal Baggage Cover exceed 100% of the *maximum benefits* stated in the Table of Benefits.

Exclusions Applicable to Section 3

This section does not cover:

1. the following classes of property: business goods or sample, foodstuffs and/or medicine, tobacco, contact lenses, dentures and/or its appliances, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, any kind of jewellery or accessories made of or contains of any kind of gold, platinum, diamond, jade or pearl, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), money (including cheques, traveller's cheques, etc), plastic money (including the credit value of credit card, Octopus cards, etc), coupons or securities, bonds, negotiable instruments, tickets or documents;
2. *lap-top* computer with any problems or defects triggered by software and malicious code (including but not limited to download of such software);
3. any loss not reported to the local police or public authority within twenty-four (24) hours of discovery and such report is not obtained at the place of loss;
4. any loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, or its resulting loss or damage;
5. any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism*, or action taken by government authorities in hindering, combating or defending against such an occurrence; destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade;
6. any loss of property not being on the same *public common carrier* of the *insured person*, or souvenirs and articles mailed or shipped separately from the *insured journey*;
7. any loss of or damage to property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred to the *insured person*;
8. any loss of property when it is left unattended in public place;
9. any loss of data recorded on tapes, cards, diskettes;
10. damage to any brittle or fragile items like glass or crystal;
11. any loss of or damage to property while in the custody of a *public common carrier*, unless reported immediately on discovery in writing to such *public common carrier* within three (3) days and a Property Irregularity Report is obtained;
12. any loss claimed under Section 5 - Baggage Delay Allowance arising from the same cause;
13. any loss of or damage to property insured under any other insurance certificate/policy, or otherwise reimbursed by *public common carrier* or a hotel;
14. any loss or damage to hired or leased equipment; or
15. any unexplained loss or mysterious disappearance.

Section 4 – Travel Delay

In the event that the *public common carrier* in which the *insured person* has arranged to travel is delayed from the departure time specified in the *insured person's* original *itinerary* as a result of strike by the employees of the *public common carrier*, hijack, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, we will pay the following benefits to the *insured person* HKD 300 for each and every full eight (8) hours of delay up to the *maximum benefits* as stated in the Table of Benefits.

The period of delay will be calculated the original scheduled departure time of the *public common carrier* specified in the *itinerary* supplied to the *insured person* until the actual departure time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*.

Special Condition for Section 4

The *insured person* must check-in for the original scheduled *public common carrier* and all claims must be substantiated by written confirmation from the *public common carrier* on the number of hours of delay and the reason for such delay.

Exclusions Applicable to Section 4

This section does not cover:

1. delay of the *insured journey* as a result of any circumstances which is existing or announced before the *effective date*;

2. 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 except for the late arrival due to strike by the employees of the *public common carrier*);
3. any loss in relation to alterations to original *itinerary* that is not verified by *HKE* or other *public common carrier*, travel agency or other relevant organizations;
4. any loss due to air traffic control by local government or relevant authorities; or
5. any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by *HKE* or travel agency, tour operator or other provider of any service forming part of the booked *itinerary*.

Section 5 – Baggage Delay Allowance

In the event of the *insured person's* checked-in baggage being delayed for over eight (8) hours after the *insured person's* arrival at the scheduled destination abroad, regardless of the number of checked-in baggage, we will pay a lump sum allowance as stated in the Table of Benefit to the *insured person*, and subject to the same delayed checked-in baggage can only be claimed once by one (1) *insured person*.

Special Condition for Section 5

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 5

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 resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism*, or action taken by governmental authorities in hindering, combating or defending against such an occurrence; 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;
3. any loss claimed under Section 3 - Personal Baggage Cover arising from the same cause; or
4. any loss as a result of any quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.

Section 6 – Cancellation of Trip

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

- (i) death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *domestic partner* or *travel companion* within ninety (90) days before the commencement date of the *insured journey*;
 - (ii) witness summons, jury service or *compulsory quarantine* of the *insured person* within ninety (90) days before the commencement date of the *insured journey*;
 - (iii) serious damage to the *principal home* of the *insured person* or *travel companion* in Hong Kong due to fire, flood or burglary within one (1) week before the commencement date of the planned *insured journey* which requires the *insured person* or *travel companion's* presence in Hong Kong on the commencement date of the *insured journey* for the purpose of police investigation;
- we will pay up to the *maximum benefits* as stated in the Table of Benefits for the loss of *HKE* ticket fare which have been paid in advance and for which the *insured person* is legally liable and which are not recoverable from any other sources.

Exclusions Applicable to Section 6

These sections do not cover:

1. any circumstances leading to the cancellation of the *insured journey* which is existing or announced before the *effective date*;
2. if the purpose of the *insured journey* is to obtain medical treatment or the *insured journey* is undertaken against the *medical practitioner's* recommendation;
3. any medical condition or other circumstances known to have existed before the *effective date*;
4. any loss directly or indirectly arising from any government's regulations control or act, bankruptcy, liquidation, error, omission or default of *HKE* or any travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked *itinerary*;
5. failure to notify the *HKE* or travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked *itinerary* of the need to cancel or curtail the travel arrangement immediately when it is found necessary to do so;
6. any loss in relation to cancellations to schedules that is not verified by *HKE* or *public common carrier*, travel agency or other relevant organizations;
7. any loss which will be paid or refunded by any existing insurance scheme, government programme, *HKE* or *public common carrier*, travel agency or any other provider of transportation and/or accommodation;
8. failure to obtain a written medical report from the *medical practitioner*;
9. any expenses incurred for services provided by another party for which the *insured person* is not liable to pay and/or any expenses already included in the cost of a scheduled *insured journey*;
10. the *insured person* fails to provide a written confirmation issued by the relevant government or other relevant authorities regarding the *compulsory quarantine*, including but not limited to the quarantined period and the reason for such quarantine.

Part 3 – General Exclusions

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. any *pre-existing condition*, congenital and hereditary condition;
2. any illegal or unlawful act by the *insured person* or confiscation, detention, destruction by customs or other authorities;
3. the *insured person* is not taking all *reasonable efforts* to safeguard his/her property, or to avoid *injury* to minimize any claim under this insurance;
4. 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;
5. suicide or intentional self-inflicted *injury*;
6. insanity, psychosis, sleep disturbance disorder, mental or nervous disorders, any condition under the influence of alcohol or drugs (other than those prescribed by a qualified *medical practitioner*), alcoholism, drug addiction or solvent abuse;
7. any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
8. any home leave while the *insured person* is confined to a hospital as an in-patient;
9. being as a crew member or an operator of any air carrier, or testing of any kind of conveyance;
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 regular 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, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or air force service or operations or armed force services;
12. trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
13. any *injury, illness, death, loss, expense or other liability* attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related *illness* including AIDS and/or any mutant derivative or variations thereof however caused or however named;
14. 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;
15. the *insured person's* direct participation in strike, riot or civil commotion or terrorism;
16. any medical treatment received during an *insured journey* which was made for the purpose of receiving 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*;
17. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
18. any expenses that can be compensated from any other sources except for Section 1(b) – *Compulsory Quarantine Cash Allowance due to Infectious Disease*, Section 2 – *Personal Accident*, Section 4 – *Travel Delay* and Section 5 – *Baggage Delay Allowance*; or
19. any *insured person* who is a holder of the People's Republic of China passport and travels to/within *China* during the *insured journey*. However, this exclusion will be waived if the *insured person* mentioned in the aforesaid has an official document issued by an overseas government (other than *China*) as proof that he/she is a legal resident of the relevant country of such government but travelling with a passport of the People's Republic of China.

Part 4 – General Conditions

1. At the time of effecting this policy, the *insured person* must be fit to travel; otherwise any claims shall result in *our* right to repudiate liability under this policy.
2. All *insured journey* must depart from *Hong Kong*.
3. No refund of premium is allowed once the policy has been issued and the policy cannot be renewed once expired.
4. The maximum period of the *insured journey* cannot exceed three (3) days.
5. The insurance is only valid for conventional leisure travel or business travel (limited to administrative work only). The insurance shall not apply to persons undertaking expeditions, treks or similar journey.
6. If the *insured person* is covered under more than one (1) comprehensive voluntary travel insurance policy underwritten by *us* for the same *insured journey*, only the travel insurance policy with the greatest compensation will apply and benefits thereunder payable.

Part 5 – General Provisions

1. Entire Contract

This policy 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 policy. No changes in this policy 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 thirty (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 this policy.

4. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (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 one hundred and eighty (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 twelve (12) months from the occurrence of the incident giving rise to a claim under the policy 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 to the *insured person* for their respective rights and interests. All payment of claims in this policy 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*. In the event that the *insured person* is aged seventeen (17) years or below, *we* will pay all benefits to his/her parent or legal guardian for their respective rights and interests. All indemnities provided in this policy 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 this policy 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 seven (7) 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 this policy 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 this policy, and *we* will be entitled to void or terminate the policy totally.

11. 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 this, *we* will only be liable for *our* proportionate share (except for Section 1(b) – *Compulsory Quarantine Cash Allowance due to Infectious Disease*, Section 2 – *Personal Accident*, Section 4 – *Travel Delay* and Section 5 – *Baggage Delay Allowance*).

12. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

13. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

14. 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 this policy, 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.

15. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, 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 ninety (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 (1) 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 this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under this policy and the *insured person* do(es) not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the *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 this *certificate of insurance*.

16. Rights of Third Parties

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

17. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

18. 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 obligatory 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 this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

19. Governing Law and Jurisdiction

This policy 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.

Claims Procedure

Step 1 – Notify *us* within thirty (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*.

Accidental 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*

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

Personal Baggage

- Copy of police report (which must be made within twenty-four (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)

Baggage Delay

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay

Travel Delay

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay

Cancellation of Trip

- Original official receipts for the prepaid *travel ticket* 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/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 ticket* and/or accommodation and/or travel tour and/or excursion tour

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

Extension to the Policy

It is hereby declared and agreed that the following benefits are added to the policy:

Notwithstanding point 14 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 *insured person* has paid for any travel expenses of such *insured journey* as covered under this policy, 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 (1) week before the commencement date of the *insured journey* and the *insured person* has to cancel such *insured journey* due to Black OTA or Red OTA, we will pay for the loss of unused *HKE* travel ticket 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 *HKE* travel ticket which have been paid in advance or up to the *maximum benefits* stated in the Table of Benefits under Section 6 – Cancellation of Trip, whichever is lower.
2. Red OTA – reimburse up to 50% of the loss of unused *HKE* travel ticket which have been paid in advance or up to the *maximum benefits* stated in the Table of Benefits under Section 6 – Cancellation of Trip, whichever is lower.

(b) Refund of Administration Fee Charged by the Travel Agent and/or Visa Fee

If the Black OTA or Red OTA is hoisted within one (1) 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 *HKE* and/or visa fee paid for the entry into the planned destination(s), up to HKD 300 in aggregate to the *insured person*.

(c) Allowance for Involuntary Journey Extension

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 ten (10) calendar days.

Exclusion:

This extension does not cover if the Red or Black OTA is hoisted or announced to the destination(s) listed in the *itinerary* before the *effective date*.

Other benefits, terms and conditions as stated in the policy remain unchanged.

To make a claim, call our claims hotline on +852 2903 9388. For our customer service, call our enquiry hotline on +852 2903 9429. Our office hours are Monday to Friday 9:00 a.m. to 5:30 p.m.

(There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.)

Zurich Insurance Company Ltd (a company incorporated in Switzerland)
25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong
Customer Services Hotline: +852 2968 2288 Fax: +852 2968 0639 Website: www.zurich.com.hk

「香港快運」旅程保障計劃（單程）一 旅遊保險保單



當「本公司」收取保費後，即依據本保險單或批註內的定義、不承保事項、限制、條款和條件，同意承保名列於「附表」內之「受保人」及對有關「受保旅程」之損失作出賠償。

第一部分 一 詞彙的定義

本保單內某些詞彙具有指定含意，釋義已分別列明於下。為方便識別有關詞彙，特將此等詞彙在本保單上全部加上引號。

「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。

「中國」

指中華人民共和國，惟不包括「香港」及澳門。

「中醫」

指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，若中醫為「受保人」本人或「直系親屬」則除外。

「強制隔離」

是指「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。

「住院」

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。有關之「醫院」住院須出示「醫院」發出的每日病房及膳食費用單據，以作證明。

「同居伴侶」

一名年齡十八歲或以上、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以上並以此為長遠目標，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」

是指(i)「本公司」接受本保險單的簽發日期或(ii)第八節一取消行程保障開始生效之日期，以較遲者為準。

「香港」

中華人民共和國香港特別行政區。

「香港快運」

香港快運航空有限公司。

「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」中感染或開始患上的疾病或病症，以致構成本保單所承保的損失。

「直系親屬」

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

「傳染病」

指任何被世界衛生組織宣佈由人傳人感染及已在有關當地人口中廣泛傳播的傳染病。

「損傷」

「受保人」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」

於單程旅遊計劃中，是指「受保人」離開「香港」入境事務處／櫃檯開始，直至「受保人」到達列明於「香港快運」機票內之最後目的地之入境事務處／櫃檯為止。無論如何，保險之日數不得超過三天。

「受保人」

「附表」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「香港快運」或「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。

「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。

「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」完全喪失功能或手腕或足踝或其以上的肢體部分「永久」完全分離。

「最高賠償額」

列於本保單的保障表內每項受保保障的賠償額。

「醫療必需費用」

是指「受保人」於「受保旅程」中由第一日遭遇「損傷」或感染「疾病」起計所支付予合格「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。本保單僅負責賠償經由合格「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分費用，「本公司」則根據保險單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及外科服務的人士，惟「受保人」或「直系親屬」除外。

「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」、「同居伴侶」或「直系親屬」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、渡輪、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「香港快運」的收據及機票、「附表」、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）。

「附表」

隨附本保險單名為「Schedule」並構成保單一部分之附表。

「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」，是指其「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佈。惟本定義並不包括「戰爭」、侵略、外敵行動、敵對局面（不論經正式宣戰與否）、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。

「同行人士」

與「受保人」一同報名參加或預訂「香港快運」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。

「旅行證件」

完成「受保旅程」所需的旅行證件。

「旅行票」

用以乘坐任何「公共交通工具」的旅行票。

「實際、合理及慣常」

是(i)指定在「醫生」之照顧、監管或指示下為「受保人」提供「醫療必需」的治療、醫療設施及服務的收費；(ii)不超過同一地區內接受類似治療、醫療設施及服務費用之正常水平的收費；及(iii)不包括在沒有保險的情況下便不會收取之費用。

「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)宣佈終止和平關係；及(ii)陷入武裝敵對局面。

「本公司」

蘇黎世保險有限公司。

第二部分 — 保障

保障表

| 節數 | 保障範圍 | 每名「受保人」每次「受保旅程」之「最高賠償額」(港元) |
|----|--|-----------------------------|
| 1 | 醫療保障 (a)「意外」醫療費用 (b)「傳染病」引致的「強制隔離」現金津貼 | 200,000 每日300,最高至3,000 |
| 2 | 個人「意外」 (a)個人「意外」 (b)燒傷保障 | 300,000 100,000 |
| 3 | 行李保障 包括以下限額 • 每件、每對、每套或每組物品限額 • 所有相機及數碼攝錄機及其有關配件及裝備限額 | 4,000 2,000 3,000 |
| 4 | 旅程延誤(每滿8小時港元300) | 1,200 |
| 5 | 行李延誤津貼(滿8小時後) | 300 |
| 6 | 取消旅程 | 3,000 |

第一節 — 醫療保障

(a) 「意外」醫療費用

如「受保人」於「受保旅程」中因受保「意外」蒙受「損傷」而須支付「實際、合理及慣常」的「醫療必需費用」,「本公司」會賠償由「意外」當日起計30日內之有關實際的「醫療必需費用」予「受保人」。

在任何情況下,第一節(a)「意外」醫療費用的合共總賠償額不可超過保障表所規定之「最高賠償額」的100%。

(b) 「傳染病」引致的「強制隔離」現金津貼

如「受保人」於「受保旅程」中因被懷疑或確診感染「傳染病」而被當地政府「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300港元之隔離現金津貼,最高至保障表所載之「最高賠償額」為上限。

如因同一「受保旅程」而引致多於一次之「強制隔離」,本保障之合共總賠償額不可超過「保障表」所載之「最高賠償額」上限。

第一(b)節「傳染病」引致的「強制隔離」現金津貼之特別條款

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

第一節的不承保事項

本節並不承保:

- 任何非必要的醫療治療或任何並非由「醫生」推薦的醫療治療;
- 任何有違「醫生」之勸喻出外旅遊,或旅遊的目的為接受醫療或手術治療而所衍生之任何損失或治療費用;
- 任何性質之牙科療程或治療,惟因天然牙齒在「受保旅程」內因「意外」受損而需要治療則除外;保障只適用於緊急情況並用以減輕痛楚及必須在合法之牙科診所或「醫院」內進行治療,惟在任何情況下均不保障修復或補救程序、任何貴金屬的應用、矯齒治療、補牙、假牙及假體服務(例如齒橋及假齒冠及其修補及相關費用);
- 一切無須由「受保人」支付及/或已包括於「受保旅程」費用中的支出;
- 整容手術、糾正眼球折射的誤差或配用助聽器,以及有關的處方費用,除非於「受保旅程」中因「損傷」導致之必須診治費用;
- 任何未能提供合格「醫生」的醫療報告佐證的手術或治療;
- 根據合資格「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;
- 任何「醫院」內獨立或私人或半私人房間住宿、特別或私家看護的額外費用;非醫療用的個人服務,包括收音機、電話及類似的物品;採購或採用特別支架(除非該特別支架的用途是由「意外」引致並由「醫生」建議使用)、儀器或裝置的額外費用;或
- 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」。

第二節 — 個人「意外」

(a) 個人「意外」

如「受保人」在「受保旅程」中因「意外」而蒙受「損傷」,而該「損傷」於「意外」發生當日起計連續90日內導致以下賠償表內其中一項,「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。

| 賠償表 | | 「最高賠償額」百分比 |
|-----------|-----------------------|------------|
| 保障項目 | | |
| 「意外」死亡及傷殘 | | |
| 1. | 死亡 | 100% |
| 2. | 「永久」完全傷殘 | 100% |
| 3. | 「永久」及無法痊癒之四肢癱瘓 | 100% |
| 4. | 雙眼「永久」完全「失明」 | 100% |
| 5. | 單眼「永久」完全「失明」 | 100% |
| 6. | 喪失任何兩肢或任何兩肢「永久」完全「殘廢」 | 100% |
| 7. | 喪失任何單肢或任何單肢「永久」完全「殘廢」 | 100% |
| 8. | 「喪失說話能力」及「失聰」 | 100% |
| 9. | 「永久」完全「失聰」 | |
| | (a) 雙耳 | 75% |
| | (b) 單耳 | 15% |

賠償條款:

- 在同一宗「意外」事件中只會賠償以上保障項目的其中一項。假如在同一次「意外」事件中遭受多於一項保障項目,則只按其在本節中可獲最高賠償額的一項賠償。
- 任何於保單內之「受保人」就上述任何一項保障項目獲得賠償後,該「受保人」於保單內之所有保障即時終止,但不會影響因該「意外」所導致的索償事宜。
- 如「受保人」蒙受「損傷」前已有任何與以上2-9保障項目所述的殘缺,而在保單所承保之「損傷」後導致完全殘缺或「完全傷殘」,「本公司」會就該「損傷」所引致的殘缺部分決定「最高賠償額」之百分比作為賠償。而於「損傷」前已出現的任何完全殘缺,則不會獲得任何賠償。

(b) 燒傷保障

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90日內導致以下賠償表內其中一項,「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。

| 賠償表 | | 「最高賠償額」百分比 |
|---------------|------------------------------|------------|
| 「三級燒傷」 | | |
| 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12%或以上 | 100% |
| | (b) 燒傷佔頭部表面總面積達8%或以上,但不足12% | 75% |
| | (c) 燒傷佔頭部表面總面積達5%或以上,但不足8% | 50% |
| | (d) 燒傷佔頭部表面總面積達2%或以上,但不足5% | 25% |
| 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

- (i) 同一宗「意外」事件中只會獲賠償以上保障部位的其中一項。假如在同一次「意外」事件中多於一處部位蒙受「損傷」，則只按其在本節中可獲最高賠償之部位賠償。
- (ii) 任何於以上賠償表列明之部位曾經因「三級燒傷」受損，而該部位在保單所承保之「損傷」後再次被「三級燒傷」，「本公司」會就該「損傷」所引致的受損部位決定「最高賠償額」之百分比作出賠償。在任何情況下，「本公司」不會就「損傷」前曾受損之部位作出賠償。

失蹤條款

倘若「受保人」乘搭之飛機、陸上或海上之「公共交通工具」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」在本保單承保的「意外」事故中死亡而作出賠償。

個人「意外」之最高賠償責任

如任何個別受保人士同時受保於多張由「本公司」及／或其有關公司所簽發之保單或保險證書而每張均包括其個別定義之意外死亡及永久傷殘保障，該名受保人士於所有有關之保單或保險證書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，而每份保單或保險證書的賠償將根據總賠償額按比例分配。

第二節的不承保事項

本節並不承保一切由病毒及／或疾病引致的「損傷」。

第三節 一行李保障

如「受保人」穿戴或攜帶及屬於「受保人」的個人財物，包括行李，於「受保旅程」中意外遺失或損毀，「本公司」將根據以下個別限額上限，但以不超過保障表所列的「最高賠償額」作出賠償。而任何存放在無人看管的上鎖汽車內之個人財物，則必需存放在上鎖的汽車行李箱內。「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。

個人行李的個別限額如下：

1. 每位「受保人」的每件、每對、每套或每組物品的最高賠償限額為2,000港元。
2. 每位「受保人」的攝錄及／或攝影器材上，及其所有輔助配件或有關物品的最高賠償總額將不超過3,000港元。

在任何情況下，第三節一行李保障的合共總賠償額不可超過保障表所列之「最高賠償額」之100%上限。

第三節的不承保事項

本節並不承保：

1. 以下之物品：商業貨品或樣本、食品或飲料及／或藥物、煙草、隱形眼鏡、假牙及／或其配備、動物、汽車（包括配件）、電單車、單車、船、發動機、或任何交通工具、家用傢具、古董、任何以黃金、白金、鑽石、翡翠或珍珠做成或配有以上物料的手飾或配件、任何手提電話（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）、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）、票券或證券、債券、流通票據、票或文件；
2. 「手提電腦」因軟件或病毒問題故障或操作不善（包括但不限於下載軟件）；
3. 任何在發現遺失後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；
4. 任何由於磨損、逐漸退化、昆蟲或害蟲（包括蛇或老鼠）之侵蝕、腐蝕、腐爛、發霉、真菌、空氣狀況、光線作用、或在加熱、弄乾、清潔、染色、更換或維修過程中、刮損、凹痕、故障、使用不當、手工或設計欠佳、使用有問題物料，造成或引致的損失或損毀；
5. 任何直接或間接因暴動、反叛、革命、內戰、篡權、「恐怖活動」或因政府意圖阻礙、對抗或防禦此等動亂所引起的損失；由於海關條例而被破壞或檢疫；政府充公之違禁品或非法攜帶或交易的物品；
6. 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；
7. 已獲第三者或機構提供維修服務，使操作回復正常的物品，而「受保人」並不需要支付任何額外費用；
8. 任何在公眾場所因無人看管而下遺失的物品；
9. 任何存錄於磁帶、記憶儲存卡、磁碟的資料遺失；
10. 任何易碎或易破物品的損毀，如玻璃或水晶；
11. 任何在「公共交通工具」機構保管下的財物損失或損毀，除非發現損失後三天內以書面通知該「公共交通工具」機構，並須獲得財物紊亂報告；
12. 任何基於同一原因於第五節一行李延誤津貼同時提出的索償；
13. 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」機構或酒店賠償的損失；
14. 租借物品之遺失或損毀；或
15. 任何神祕失蹤而導致之損失。

第四節 一旅程延誤

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」因罷工、被騎劫、惡劣天氣、天災、「公共交通工具」的機械及／或電路故障而延誤出發時間，每滿八小時的延誤，「本公司」會賠償300港元，最高至保障表所列的「最高賠償額」為上限。

延誤時間將以原定「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。

第四節的特別條款

「受保人」必須按照原定安排乘坐的「公共交通工具」辦理登機手續，及按「本公司」合理的要求於索償時必須提供「公共交通工具」機構書面證明其延誤時間及原因以作證明。

第四節的不承保事項

本節並不承保：

1. 於「生效日期」前已發生或已宣佈會引致「受保旅程」延誤的情況；
2. 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）；
3. 任何未經「香港快運」或「公共交通工具」、旅行社或其他有關機構證實的更改或取消「行程表」的損失；

4. 任何因由當地政府或有關機構的航空管制而引致的損失；或
5. 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「香港快運」或旅行社、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。

第五節 一行李延誤津貼

如「受保人」已登記寄艙的行李於「受保人」抵達海外目的地後超過八小時，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」發放一筆行李延誤津貼，而每件被延誤的相同寄艙行李只可由一名「受保人」於同一「受保旅程」中索償一次。

第五節的特別條款

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。

第五節的不承保事項

本節並不承保：

1. 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；
2. 任何由直接或間接因暴動、反叛、革命、內戰、篡權、「恐怖活動」或因政府或有關公共機構意圖阻礙、反對或防禦此等動亂所引起的損失；基於海關條例或檢疫而遭扣留或破壞；政府充公之違禁品或非法攜帶或交易的物品；
3. 任何基於同一原因於第三節一行李保障同時提出的索償；或
4. 由於海關或檢疫條例而被扣留；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。

第六節 一取消旅程

如「受保人」因以下事故而必需要取消旅程：

- (i) 「受保人」、「直系親屬」或「同居伴侶」或「同行人士」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」；
- (ii) 「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」；
- (iii) 「受保人」或「同行人士」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「受保人」或「同行人士」需於出發當日留於該處協助警方調查；

「本公司」會根據保障表列明的「最高賠償額」為上限，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「香港快運」機票費用，惟以保障表所載之「最高賠償額」為上限。

第六節的不承保事項

此兩節並不承保：

1. 於「生效日期」前已發生或已宣佈會引致「受保旅程」取消的任何情況；
2. 「受保旅程」之目的為接受醫療治療或違反「醫生」之勸告進行「受保旅程」；
3. 於「生效日期」前已發生或已得知的任何身體醫療狀況或情況；
4. 任何因政府法例及規條限制或因由當地政府或有關機構的航空管制而引致的損失；因「香港快運」或其他旅行社、旅遊承辦商、「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；
5. 「受保人」已知必須取消或縮短行程但未有即時通知「香港快運」或旅行社、旅遊承辦商、「公共交通工具」及／或「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；
6. 任何未經「香港快運」或「公共交通工具」、旅行社或其他有關機構證實的取消行程的損失；
7. 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「香港快運」或其他「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；
8. 未能提供「醫生」之醫療報告；
9. 一切由另一方提供並須由「受保人」支付的服務費用及／或已包括於「受保旅程」中的費用；
10. 「受保人」未能提供由政府或其他授權機構所簽發的有關「強制隔離」書面確認書，內容包括但不限於有關隔離的時期及隔離原因。

第三部分 一不承保事項

本保單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「投保前已存在的傷疾」、先天及遺傳性疾病；
2. 「受保人」任何違法或非法行為，或被海關或其他機關充公、扣留、毀滅的財物；
3. 「受保人」並未採取所有合理行動保障個人物品，或盡量避免蒙受「損傷」以減低對本保險提出索償機會；
4. 以乘客或司機身份參與任何形式的賽車，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；
5. 自殺或蓄意自我傷害；
6. 神經錯亂、心智或精神不正常；受到酒精或藥物影響（除非由合格「醫生」處方）；酗酒；濫用藥物或其他溶劑；
7. 任何因妊娠、分娩或流產引致的狀況、墮胎，以及產前、產後護理及其他有關併發症、性病；
8. 「受保人」以病人身份在「醫院」「住院」期間離院返家；
9. 出任為任何空中乘載工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)所參予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行動或持械工作；
12. 在海拔5,000米以上進行高山遠足，或在40米水深以下潛水；
13. 由於HIV（人類免疫缺陷病毒）及／或愛滋病與HIV有關的任何疾病及／或不論如何引起或不論如何定名的有關疾病，其任何突變體衍生物或變種造成的任何「損傷」、「疾病」、死亡、損失、費用或其他責任；
14. 「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、軍事力量或政變所引起的任何事件；

15. 「受保人」直接參與罷工、騷亂或暴亂或「恐怖活動」；
16. 「受保人」旅遊目的為醫療治療，或「受保人」在身體不適適合旅遊的情況下旅遊；或「受保人」違反「醫生」勸喻出外旅遊；
17. 直接或間接由下列原因造成的任何費用、間接損失、法律責任或任何損失或損毀：
 - 任何核子燃料、核子燃燒後所產生的核子廢料所產生的電離子輻射或放射性污染；
 - 任何核能裝置或元件所產生的放射性、有毒、爆炸性或其他危險物質；
18. 已從其他方面獲得的賠償，惟第一節(b)－「傳染病」引致的「強制隔離」現金津貼、第二節－「意外」、第四節－「旅程延誤」及第五節－「行李延誤津貼」除外；或
19. 任何持有中華人民共和國護照及以此往返「中國」之「受保人」，但若該「受保人」事先已通知「本公司」有關「受保人」同時擁有由其他海外國家政府（「中國」除外）所簽發的法定文件證明為該地合法居民，則本項不適用。

第四部分 — 一般條款

1. 本保單生效時「受保人」的身體健康狀況必須適合旅遊，否則「本公司」有權拒付本保單的賠償款項。
2. 所有「受保旅程」均需由「香港」啟程。
3. 保單一經簽發，恕不還任何保費，而保單亦不能續保。
4. 旅遊計劃的最長「受保旅程」期限不得超過三日。
5. 本保險只適用於常規的假期旅遊及文職商務旅遊（只限不涉及任何體力勞動的文書工作）。本保險亦不適用於「受保人」進行探險、跋涉、附有裝備之登山運動或類似旅程。
6. 若「受保人」為同一「受保旅程」購買多於一份由「本公司」或「本公司」之附屬公司承保的自願性旅遊保險保單，「本公司」將根據較高賠償的一份保單作出賠償。

第五部分 — 基本條款

1. **整體協議**

本保單包括所有「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單的任何條款。本保單如有任何修改，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**

除非另有訂明，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本保單的任何保障。
4. **損失證明**

所有損失證明文件需於「本公司」收到賠償申報表後30日內呈交給「本公司」。倘有合理的理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。本保單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」之遺產繼承人。倘「受保人」年齡為十七歲或以下，「本公司」會將按照其父母或合法監護人的各自之權利及權益向彼等支付賠償。當「本公司」收妥所需的證明文件並批核後，將根據本保單立即作出合理賠償。
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、或未如實地申報任何「投保前已存在之傷疾」或未能進行最高誠信，「本公司」概不就任何索償進行理賠責任，本保單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」投保時的正確年齡未符合本保單的要求或已超出限制，「本公司」只會退回保單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單。
11. **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)－「傳染病」引致的「強制隔離」現金津貼、第二節－「意外」、第四節－「旅程延誤」及第五節－「行李延誤津貼」除外）。
12. **筆誤**

「本公司」的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

13. 法律訴訟

當索償證明文件依據本保單規定送交「本公司」後，60日內不得向本保單進行法律訴訟以索賠償。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。

14. 代位權

「本公司」有權自費以「受保人」名義對任何有可能導致本保單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。

15. 替代性爭議解決方案

如有任何關乎本保單出現的爭議，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。如有關之爭議未能於90日內調解，爭議各方向香港國際仲裁中心呈交有關之爭議及根據香港國際仲裁中心發出仲裁通知書當時生效之仲裁規則以仲裁方式裁定。仲裁地點必須於「香港」並根據「香港」的仲裁法律，整個仲裁過程只可有一名仲裁人及必須以英文進行。現明文述明，在爭議各方根據本保單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」否認或否決「受保人」追索本保單之任何責任，而並未能於「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，並且不能根據本保單再次進行追討。

16. 第三者權利

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

17. 遵從基本條款

如「受保人」違反本保單任何條款，所有就本保單提出的索償均告無效。

18. 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，及會促使保單內其他「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、簽發及執行管理本保單，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、合規及制裁查核。

19. 管轄法律及司法裁判權

本保單受「香港」法律及條例管轄及按其詮釋。而受本保單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。

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。

「意外」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
- 註有日期的醫療報告／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

個人「意外」

- 死亡證明副本
- 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，引致法院宣佈「受保人」假設死亡的證明或以致屍體失蹤一年的證明文件

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」機構發出的財物紊亂報告（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

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

旅程延誤

- 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

取消旅程

- 已付「旅行票」及／或住宿及／或旅行團及／或岸上觀光行程收據正本住宿費用的正本收據
- 註有日期的醫療報告／證明副本，內容包括「受保人」／「直系親屬」／「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「旅行票」及／或住宿及／或旅行團及／或岸上觀光行程的費用

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。

保單之伸延保障

於此聲明及同意，以下之保障已新增於上述之保單內：

如「香港」保安局於「受保人」已支付任何旅遊費用後向「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14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」必須取消該「受保旅程」，「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「香港快運」機票費用，賠償根據以下限額：

1. 黑色外遊警示—100%實際已支付的「香港快運」機票費用，或至「保障表」內第六節—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「香港快運」機票費用，或至「保障表」內第六節—取消旅程所載之「最高賠償額」，以較低者為準。

(b) 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。

(c) 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。

不承保事項

本延伸保障並不承保列明於「行程表」內的目的地於「生效日期」前已被發出或已宣佈會發出紅色或黑色外遊警示。

保單內的其他保障、條款及條件則維持不變。

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 2903 9429。辦公時間為星期一至星期五上午9時至下午5時30分。

（此中文譯本乃供參考之用，如有異議，均以英文版本為準。）

蘇黎世保險有限公司（於瑞士註冊成立之公司）

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