



## Hong Kong Professional Teachers' Union - Happy Travel Protection (Annual Plan)

### Travel Insurance Terms and Conditions

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto to this Policy, AIG Insurance Hong Kong Limited (hereinafter called "the Company") agrees to provide insurance to the Insured Person(s) named in the Policy Schedule issued in relation to an insured Journey and promises to pay indemnity for loss to the extent provided herein. The Policy Schedule, Travel Insurance Terms and Conditions and endorsements (if any), shall constitute the entire contract of insurance (hereinafter called the "Policy"). This insurance is only valid for conventional leisure travel or business travel (limited to administrative duty) purpose only and shall not apply to persons undertaking expeditions, treks or similar journeys.

#### COVERAGE

##### SECTION 1 - EMERGENCY MEDICAL EXPENSES AND ASSISTANCE

###### 1a. Medical Expenses

Under this Section, if the Insured Person sustains an Injury or Sickness during the insured Journey and as a result the Insured Person incurs medical expenses for treatment of the said Injury or Sickness prior to his/her return to Hong Kong, the Company shall reimburse the Insured Person up to the Maximum Benefit stated in the Schedule for that portion of the medical expenses which (i) are incurred by the Insured Person within one hundred and eighty-two (182) days from his/her first sustaining the said Injury or Sickness; and (ii) constitute Usual, Reasonable and Customary Medically Necessary Expenses.

###### Follow up Medical Expenses

In the event that the Insured Person, following his/her return to Hong Kong, requires follow-up medical treatment for the Injury or Sickness referred to above (i.e. in addition to the treatment for the Injury or Sickness received prior to the Insured Person's return), then the Company shall also reimburse the Insured Person up to but not exceeding 10% of the Maximum Benefit of the Medical Expenses stated in the Schedule for that portion of the follow-up medical expenses which i) are incurred within 3 months of the Insured Person's return to Hong Kong and ii) constitute: Usual, Reasonable and Customary Medically Necessary Expenses charged by a Qualified Medical Practitioner practising western medicine. In no event, however, shall the total amount payable under this Section 1a (Medical Expenses) exceed 100% of the Maximum Benefit as stated in the Schedule of Benefits.

###### 1b. Emergency Medical Evacuation

When as a result of an Injury sustained or Sickness commencing whilst the Insured Person is traveling during the insured Journey and if in the opinion of the Company or its authorized representative, 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, the Company or its authorized representative shall arrange for the evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. The Company shall pay directly to the medical provider the Covered Expenses for such evacuation.

Covered Expenses are expenses for services provided and/or arranged by the Company or its authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person as described herein.

The means of evacuation arranged by the Company or its authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Company or its authorized representative and will be based solely upon medical necessity.

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

###### 1c. Repatriation of Remains

When as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling during the insured Journey, the Insured Person dies during the course of the insured Journey, the Company or its authorized representative shall make the necessary arrangements for the return of the Insured Person's remains to Hong Kong. The Company shall pay the actual cost incurred for such repatriation.

In addition, the Company shall reimburse for expenses actually incurred at the place of death outside Hong Kong for the cost of a casket, the embalming and cremation process rendered by a mortician or undertaker.

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

###### 1d. Overseas Hospital Cash

The Company will pay the Insured Person HK\$300 per one (1) day of overseas Hospital Confinement up to the Maximum Benefit as stated in the Schedule of Benefit in the event that the Insured Person is Confined in an overseas Hospital due to an Injury or Sickness sustained during the insured Journey.

###### 1e. Child Guard

The Company will reimburse up to the Maximum Benefit as stated in the Schedule of Benefits, the reasonable additional Accommodation and/or travel fare for one (1) Immediate Family Member or one (1) Traveling Companion to accompany the Insured Person's child(ren) aged under fifteen (15) back to Hong Kong in the event of death or Confinement of the Insured Person in an overseas Hospital due to Serious Injury Or Serious Sickness, and where no other Immediate Family Member or Traveling Companion is available to accompany the Insured Person's child(ren).

#### Exclusions Applicable to Section 1 - Emergency Medical Expenses and Assistance

No benefits will be provided:

- For any treatment by a Chinese Medicine Practitioner.
- For surgery or medical treatment when in the opinion of the Qualified Medical Practitioner treating the Insured Person, the treatment can be reasonably delayed until the Insured Person returns to Hong Kong.
- If the purpose of the insured Journey is to obtain medical treatment or the insured Journey undertaken against the Qualified Medical Practitioner's recommendation.
- For any 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 insured Journey.
- For failure to obtain a written medical report from the Qualified Medical Practitioner.
- If the Insured Person refuses to follow the recommendation of a Qualified Medical Practitioner to return to Hong Kong or to continue the insured Journey whilst the Insured Person's physical condition at the time of recommendation is fit for travel.
- For any expenses for a service not approved and arranged by the Company or its authorized representative, except that this exclusion shall be waived in the event the Insured Person or his/her Traveling Companion(s) cannot contact Travel Guard Assistance Hotline during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which the Company or its authorized representative would have otherwise provided under the same circumstances (For Section 1b Emergency Medical Evacuation only).
- For any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the Company or its authorized representative (For Section 1c Repatriation of Remains only).
- For follow up treatment expenses incurred outside Hong Kong.
- For any additional cost of single or 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, appliances or equipment.
- For any cosmetic surgery, refractive errors of eyes, hearing-aids prescriptions or dental treatment therefor except necessitated by accidental Injury occurring during the insured Journey.

#### SECTION 2 - PERSONAL ACCIDENT

The benefit under this Section is payable only with respect to Injury sustained by an Insured Person as a result of an Accident during the insured Journey which, directly and independently of all other causes shall result in any Event as provided in the Benefit Table hereunder, but only to the extent and if such Injury results in the Event happening within ninety (90) days after the date of the Accident.

#### BENEFIT TABLE

EVENTS		Percentage of Principal Sum
<b>Accidental Death and Disablement</b>		
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and Incurable Paralysis of all limbs	100%
4.	Permanent Total Loss of sight of one eye or both eyes	100%
5.	Loss of or the Permanent Total Loss of use of one limb	100%
6.	Loss of or the Permanent Total Loss of use of two limbs	100%
7.	Loss of Speech and Hearing	100%
8.	Permanent Total Loss of Hearing in	
	(a) both Ears	75%
	(b) one Ear	15%
<b>Third Degree Burns</b>		
Area	Damage as a Percentage of Total Surface Area	Percentage of Principal Sum
1. Head	Equal to or greater than 8% damage of total head surface area	100%
	Equal to or greater than 5% but less than 8% damage of total head surface area	75%
	Equal to or greater than 2% but less than 5% damage of total head surface area	50%
2. Body (excluding head)	Equal to or greater than 20% damage of total body surface area	100%
	Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	Equal to or greater than 10% but less than 15% damage of total body surface area	50%

#### Compensation:

- If more than one (1) of the above Events is applicable, only the Events with the higher compensation will be payable under this Section and in any event shall not exceed the limit stated in the Schedule of Benefits.
- The insurance for any Insured Person under this Policy shall terminate upon the occurrence of any loss for which indemnity is payable under any one (1) of the above Events as stated in the Benefit Table, but such termination shall be without prejudice to any claim originating out of the Accident causing such loss.
- When a limb or organ which had been partially disabled prior to an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Principal Sum payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was disabled prior to the Injury.
- If the Insured Person is under seventeen (17) years of age at the Effective Date of this Policy, the Maximum Benefit payable will be HK\$250,000 subject to the Percentage of Principal Sum as stated in the above Benefit Table under Section 2 (Personal Accident).

This Section is extended to cover the Injury sustained by the Insured Person:

- While he/she is traveling directly from his/her place of residence or place of regular employment in Hong Kong to the immigration counter within three (3) hours before his/her scheduled departure time of the Common Carrier in which the Insured Person has arranged to travel for the purpose of commencement of his/her insured Journey;
- While he/she is traveling directly from the immigration counter in Hong Kong to his/her place of residence or place of regular employment within three (3) hours upon his/her arrival in Hong Kong after completion of his/her insured Journey.

#### Exposure

If by the reason of any covered Accident occurring during the insured Journey, the Insured Person is unavoidably exposed to the elements (including but not limited to prolonged and rigorous weather or environmental conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, the Company will pay in accordance with the Events as stated in the Benefit Table.

#### Disappearance

If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of the insured Journey and remains missing after twelve (12) months from the date of the Accident, and the Company has reason to believe that the Insured Person has died in the Accident, the Company will pay the Personal Accident benefit, subject to receipt of a signed undertaking by the personal representative of the Insured Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

#### Exclusion Applicable to Section 2 - Personal Accident

- For the purpose of Section 2, in no event shall the Company be liable to pay for any loss caused by an Injury or otherwise which is a consequence of any kind of disease or sickness.

#### SECTION 3 - JOURNEY CANCELLATION AND INTERRUPTION

##### 3a. Journey Cancellation

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for loss of basic tour fee and/or Accommodation paid in advance by the Insured Person and for which the Insured Person is legally liable and which are not recoverable from any other source consequent upon the cancellation of the insured Journey necessitated by the occurrence of any of the followings, within thirty (30) days before the scheduled departure date of the insured Journey (except for sub-paragraphs (iii) and (iv) below):

- Death or Serious Injury Or Serious Sickness of the Insured Person, Insured Person's Immediate Family Member or Traveling Companion;
- Witness summons, jury service or compulsory quarantine of the Insured Person;
- Unexpected outbreak of strike by the employees of a Common Carrier, epidemic, riot or civil commotion within the period of one (1) week before the departure date of the planned insured Journey;
- Serious damage to the Insured Person's and/or the Traveling Companion's Primary Residence in Hong Kong from fire, flood, earthquake or similar natural disasters within the period of one (1) week before the departure date of the planned insured Journey which requires the Insured Person's and/or Traveling Companion's presence in the premises on the departure date of the insured Journey.

This coverage under Section 3a (Journey Cancellation) cannot be utilized once the Insured Person has commenced the insured Journey.

##### 3b. Journey Interruption

###### (1) Curtailment Expenses

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the amount of basic tour fee and/or Accommodation forfeited and/or additional travel fare and/or Accommodation reasonably and necessarily incurred after the commencement of the insured Journey where the Insured Person has to terminate and cut short the insured Journey and return to Hong Kong as a result of the following reasons:

- Death, Serious Injury or Serious Sickness or hijacking of the Insured Person or Traveling Companion;
- Death, Serious Injury or Serious Sickness of Insured Person's Immediate Family Member;
- Sudden occurrence of strike by the employees of a Common Carrier, unanticipated outbreak of riot or civil commotion, natural disasters, or epidemic at the planned destination which prevents the Insured Person from continuing with his/her scheduled insured Journey.

###### (2) Journey Re-arrangement

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for additional and reasonable travel fare and/or Accommodation incurred after the commencement of the insured Journey as

a direct result of sudden occurrence of strike by the employees of a Common Carrier, unanticipated outbreak of riot or civil commotion, inclement weather, natural disasters, or epidemic at the planned destination. Such reimbursement is only payable if the aforesaid expenses are incurred solely for the purpose of the continuation of the traveling to the original planned destination comprised in the insured Journey.

Curtailment Expenses payable under Section 3b(1) in relation to the amount of basic tour fee and/or Accommodation forfeited will be calculated in proportion to the number of days remaining after the relevant interruption of the insured Journey. Actual expenses incurred in relation to additional travel fare and/or Accommodation for the insured Journey payable under both Section 3b(1) (Curtailment Expenses) and 3b(2) (Journey re-arrangement) will be reimbursed up to the Maximum Benefit as stated in the Schedule of Benefits.

(3) **Compulsory Quarantine**

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the amount of pro-rated basic tour fee and/or Accommodation forfeited after the commencement of the insured Journey where the Insured Person is Compulsorily Quarantined due to suspected exposure to Pandemic Influenza infection. Compulsory Quarantine payable under Section 3b(3) in relation to the amount of basic tour fee and/or Accommodation forfeited will be calculated in proportion to the number of quarantined days during the insured Journey.

The maximum amount payable under Section 3b(1) (Curtailment Expenses), Section 3b(2) (Journey re-arrangement) and Section 3b(3) (Compulsory Quarantine) shall not in aggregate exceed 100% of the Maximum Benefit for Section 3b (Journey Interruption) as stated in the Schedule of Benefits. This coverage Section 3b (Journey Interruption) is effective only if this insurance is purchased before the Insured Person becomes aware of any circumstances which can lead to the disruption or interruption of the Insured Journey.

Exclusions Applicable to Section 3 - Journey Cancellation and Interruption

No benefits will be provided for any loss:

- That is covered by any other existing insurance scheme, government program, or which will be paid or refunded by any Common Carrier, travel agent or any other provider of transportation and/or accommodation.
- That is caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agents, tour operator and/or Common Carrier.
- Where the Insured Person becomes aware of any circumstances leading to the cancellation and/or disruption of his/her insured Journey before a) the purchase of this travel insurance or b) the commencement of each insured Journey thereafter.
- That is directly or indirectly arising from the Insured Person's failure to notify the travel agent / tour operator or provider of transportation or accommodation immediately if it is necessary to cancel the travel arrangement for the reasons set out in sub-paragraph i. to iv. of Section 3a (Journey Cancellation) or sub-paragraphs i. to iii. of Section 3b (Curtailment Expenses).
- In respect of losses claimed under Section 5a (Travel Delay), Section 3b(1) (Curtailment Expenses) and Section 3b(2) (Journey re-arrangement) arising from the same cause.
- If the Insured Person fails to produce to the Company with a written confirmation containing the information, issued by the government or other relevant authorities regarding the Compulsory Quarantine, including but not limited to the quarantined period and the reason for such quarantine.

**SECTION 4 - PERSONAL EFFECTS**

**4a. Baggage and Personal Effects**

The Company will pay the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for loss of or damage to baggage, clothing and personal effects, worn, carried by the Insured Person by hand, in trunks, suitcases and like receptacles owned by the Insured Person occurring during the insured Journey. If any damaged article is proven to be beyond economical repair, a claim will be dealt as if the article had been lost. The Company shall not be liable for more than HK\$2,000 in respect of any one (1) article, pair or set of articles and may make payment or at its opinion reinstate or repair the article, pair, or set of articles subject to due allowance for wear and tear.

Exclusions Applicable to Section 4a - Baggage & Personal Effects

No benefits will be provided for:

- The following classes of property: business goods or sample, foodstuffs, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, jewelry or accessories, mobile phone (including PDA phone and other accessories), money (including checks, traveler's checks, etc), plastic money (including credit value of credit cards, Octopus cards, etc), securities, tickets or documents.
- 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 property.
- Any loss or damage to hired or leased equipment.
- Any loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such property; or in respect of any property which is contraband or which is or has been illegally transported or traded.
- Any loss of or damage to property insured under any other insurance, or which could be reimbursed by Common Carrier, a hotel, and any service providers or otherwise.
- Any loss of or damage to property which function normally after it has been fixed or repaired by a third party.
- With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the Insured Person mailed or shipped separately.
- Any loss of the Insured Person's baggage when it is left unattended in public place or as a result of the Insured Person's failure to take due care and precautions for the safe guard and security of such property.
- Any loss of data recorded on tapes, cards, diskettes or otherwise.
- Breakage or damage to fragile articles.
- Any loss or damage while in the custody of a hotel or Common Carrier, unless reported immediately on discovery in writing to such hotel or Common Carrier within three (3) days and a Property Irregularity Report is obtained in the case of the event occurred in an airline.
- Any loss not reported to the police within twenty-four (24) hours from occurrence of the incident and such police report not obtained at the place of loss.
- Loss by any mysterious disappearance.
- Shortage due to error, omission, exchange or depreciation in value.
- Receipts of the claimed items submitted which are not in the Insured Person's name.
- Any loss claimed under Section 5b (Baggage Delay) arising from the same cause.

**4b. Personal Money**

The Company will reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the loss of cash, bank notes, traveler's check and money order arising out of robbery or burglary occurring during the insured Journey. This reimbursement is subject to the condition that the relevant loss must have been reported to the police at the place of loss within twenty-four (24) hours from the occurrence of the incident and any such claim must be accompanied by written documentation and report from such police.

Exclusions Applicable to Section 4b - Personal Money

No benefits will be provided:

- In respect of any form of the plastic money (including credit value of credit cards, Octopus cards, etc) or securities.
- In respect of losses not reported to the police within twenty-four (24) hours from the occurrence of the incident and for such police report is not obtained at the place of loss.
- In respect of shortage due to error, omission, exchange or depreciation in value.
- In respect of loss of traveler's checks where such loss is not immediately reported to the local branch or agent of the issuing authority.
- For loss by any mysterious disappearance.
- In respect of loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such cash, bank notes, check or property; or in respect of any cash, bank notes, check or property which is (or represents the proceeds of) contraband or which is or has

been illegally transported or traded (or represents the proceeds of such actions).

**4c. Travel Documents**

In the event that the Insured Person loses his/ her travel documents and/or travel tickets during the insured Journey as a direct result of robbery, burglary or theft, the Company will reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for: (i) the replacement cost for travel documents and/or travel tickets; and/or (ii) reasonable additional cost of travel fare and/or Accommodation necessarily incurred by an Insured Person for the sole purpose of making necessary travel arrangements for replacing the travel documents.

Exclusions Applicable to Section 4c - Travel Documents

No benefits will be provided:

- If the loss is not reported to the police within twenty-four (24) hours from the occurrence of the incident and for which such police report is not obtained at the place of loss.
- If the lost travel document and/or visa and/or travel tickets which are not needed by the Insured Person to complete to the insured Journey.
- For loss by any mysterious disappearance.
- In respect of loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such cash, bank notes, check or property; or in respect of any cash, bank notes, check or property which is (or represents the proceeds of) contraband or which is or has been illegally transported or traded (or represents the proceeds of such actions).
- For both the temporary and permanent version of the same travel document. In the event of such loss, an Insured Person may claim either one (1) version but not both.

**SECTION 5 - DELAY COVERAGE**

**5a. Travel Delay**

(i) Delay

The Company shall pay the Maximum Benefit as stated in the Schedule of Benefits in the event that the departure time of the Common Carrier in which the Insured Person has arranged to travel is delayed for a full eight (8) hours from the departure time of the Common Carrier specified in the itinerary supplied to the Insured Person by the Common Carrier which such delay is caused directly by inclement weather, natural disaster, equipment failure, hijack or strike by the employees of the Common Carrier during the insured Journey.

OR

(ii) Cancellation

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the expenses paid in advance and any amounts for which he/she is legally liable and are not recoverable from any other source if he/she decides to cancel the insured Journey due to inclement weather, natural disasters, equipment failure, hijack or strike by the employees of the Common Carrier which causes delay of departure for at least ten (10) hours after the time of check-in for departure.

This coverage is effective only if the insured Journey is arranged before the announcement of any event or occurrence leading up to the relevant delay of the Common Carrier by the authorized representative/management of the Common Carrier. The Insured Person can only claim for either i or ii above but not both.

Exclusions Applicable to Section 5a - Travel Delay

No benefits will be provided for any loss:

- Failure of the Insured Person to obtain written confirmation from the Common Carrier on the number of hours and the reason for such delay.
- Any loss arising from any event or occurrence leading up to the relevant delay of the Common Carrier which is announced by the authorized representative / management of the Common Carrier before a) this insurance is purchased or b) the commencement of each insured Journey thereafter.
- Any loss arising from late arrival of Insured Person at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the Common Carrier).
- Any loss arising from failure of Insured Person to get on-board the first available alternative transportation offered by the administration of the relevant Common Carrier.
- Any consequential loss arising from the late arrival of a preceding Common Carrier that causes subsequent delays/misconnections of each Common Carrier in which the Insured Person has arranged to travel during the course of the insured Journey.
- Any loss claimed under Section 3b(2) (Journey Re-arrangement) arising from the same cause.

**5b. Baggage Delay**

The Company shall pay HK\$250 to the Insured Person in the consequence of temporary deprivation of the Insured Person's baggage for each ten (10) hours of delay from time of arrival at the overseas destination due to the misdirection in delivery of the baggage by a Common Carrier on which the Insured Person is traveling during the insured Journey and subject to the Maximum Benefit as stated in the Schedule of Benefits. This benefit can only be utilized once during the insured Journey.

Exclusions Applicable to Section 5b - Baggage Delay

No benefits will be provided:

- For the failure of the Insured Person to obtain written confirmation from the Common Carrier on the number of hours and the reason for such delay.
- With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the Insured Person mailed or shipped separately.
- For any loss claimed under Section 4a (Baggage and Personal Effects) arising from the same cause.

**SECTION 6 - PERSONAL LIABILITY**

The Company shall indemnify the Insured Person up to the Maximum Benefits as stated in the Schedule of Benefits for legal liability to a third party arising during the insured Journey as a result of:

- death or accidental bodily injury to a third party;
- accidental loss of or damage to property of a third party.

However, the Insured Person must not make any offer or promise of payment or admit his/her fault to any other party, or become involved in any litigation without the Company's written approval.

Exclusions Applicable to Section 6 - Personal Liability

No benefits will be provided for:

- Property of any person who is the Insured Person, Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
- Liability to any person who is the Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
- Property which belongs to the Insured Person or is in his/her care of custody or control.
- Any liability assumed under contract.
- Liability relating to the willful, malicious, or unlawful act on the part of the Insured Person.
- Liability arising from the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals.
- Liability arising from the undertaking of any trade, business or profession.
- Liability arising from any criminal acts.

**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

THE COMPANY WILL NOT PAY UNDER ANY SECTION OF THIS POLICY FOR LOSS, INJURY, DAMAGE OR LIABILITY SUFFERED AND/OR, SUSTAINED BY OR ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF OR IN CONNECTION WITH ANY OF THE FOLLOWING:

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- This Policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region
- This Policy will not cover any claim, loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region





4. The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, its parent company or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America;
5. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
6. Any prohibition or regulations by any government (except where a government is subjecting an Insured Person to Compulsory Quarantine as covered under Section 3a(i) and 3b(3)); any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this insurance following the warning of any intended strike by the employees of a Common Carrier, riot or civil commotion, inclement weather, natural disasters, or epidemic;
7. Any Terrorist Act except for Section 1 (Emergency Medical Expenses and Assistance) and Section 2 (Personal Accident);
8. The Insured Person is not taking all reasonable efforts to safeguard his/her property/money, or to avoid injury to minimize any claim under this insurance;
9. Riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as sole source of income;
10. Any loss which has connection with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
11. Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
12. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
13. Any Pre-Existing, congenital and heredity condition;
14. AIDS or any Injury or Sickness commencing in the presence of a sero positive test for HIV and related disease, sexually transmitted disease;
15. Psychosis, sleep disturbance disorder, mental or nervous disorders;
16. The Insured Person engaging in naval, military or airforce service or operations; armed force service; being as a crew member or an operator of any air carrier; testing of any kind of conveyance; engaging in any kind of labor work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives; performing as actor/actress; being a site worker, fisherman, cook or kitchen worker; tour guide or tour escort;
17. 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 Qualified Medical Practitioner;
18. Any loss and expenses that can be reimbursed or recovered from any other source except for Section 1d (Overseas Hospital Cash), Section 2 (Personal Accident) and Section 5 (Delay Coverage);
19. Any Insured Person who is a People's Republic of China passport holder and travels to/within People's Republic of China (except Hong Kong, Taiwan and Macau). However, this exclusion will be waived if the Insured Person mentioned in the aforesaid has an official document issued by the overseas Government other than People's Republic of China (except Hong Kong, Taiwan and Macau) as proof that he/she is a legal resident of the respective country but traveling with a People's Republic of China passport.

#### DEFINITIONS

**"Accident"** means an unforeseen and involuntary event which causes an Injury during an insured Journey.

**"Accommodation"** means room charge only.

**"Acquired Immune Deficiency Syndrome"** or **"AIDS"** shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.

**"Chinese Medicine Practitioner"** shall mean any Chinese bonesetter, acupuncturist or Chinese medicine practitioner who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), including a Chinese Medicine Practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

**"Common Carrier"** shall mean any bus, coach, 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 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 any regularly scheduled airport limousine operating on fixed routes and schedules.

**"Compulsorily Quarantined"** or **"Compulsory Quarantine"** means the Insured Person is ordered to be quarantined compulsorily by the government or other relevant authorities.

**"Confinement"** or **"Confined"** means the period the Insured Person is registered as an in-patient in a Hospital because of a medical necessity under the professional care of a Qualified Medical Practitioner and which the Hospital levies a charge for room and board for the treatment of an Injury or Sickness for such confinement.

**"Effective Date"** means either 1) the issue date of this Policy; 2) the commencement of each insured Journey thereafter or 3) the date the Journey Cancellation benefit becomes effective, whichever is later.

**"Hong Kong"** means the Hong Kong Special Administrative Region or the HKSAR.

**"Hospital"** shall mean a hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home or a place for alcoholics or drug addicts, or for any similar purpose) operated pursuant to law for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24 hours nursing service and medical supervision.

**"Immediate Family Member"** means Insured Person's spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild, legal guardian.

**"Injury"** shall mean the bodily injury sustained in an Accident directly and independently of all other causes.

**"Insured Person"** shall mean the insured named in the Policy Schedule or subsequently endorsed herein.

**"Journey"** shall mean the period of travel commencing from the Insured Person leaves the Hong Kong immigration counter on the departure date specified in the travel itinerary for the purpose of commencement of his/her insured Journey and until the expiration of a ninety (90) days period beginning from the date of each insured Journey or the Insured Person's arrival at any immigration counter for returning to Hong Kong after the insured Journey, whichever first occurs.

**"Loss Of"** or **"Loss Of Use"** shall mean the Permanent total functional disablement or complete and permanent physical severance through or above the wrists or ankle joints, and as used with reference to eyes, shall mean the entire and irrecoverable loss of sight.

**"Loss of Hearing"** shall mean 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 of (a+2b+2c+d) is above 80dB.

**"Loss of Speech"** shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveolopalatal sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

**"Malignant Neoplasm"** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

**"Maximum Benefit"** means the benefit amount of each of the benefits covered under this Policy as stated in the Schedule of Benefits

**"Medically Necessary Expenses"** means expenses incurred and paid by the Insured Person to a legally Qualified Medical Practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury, and excluding any expenses incurred under Section 1b (Emergency Medical Evacuation) and Section 1c (Repatriation of Remains) of this Policy. All treatment must be prescribed by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy. Provided that in the event an Insured Person becomes entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other sources.

**"Opportunistic Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**"Pandemic Influenza"** means an epidemic of an influenza virus that spreads on a worldwide scale and infects a large proportion of human population to the extent that the World Health Organization has announced that the level of Epidemic and Pandemic Alert and Response is phase 5 or above.

**"Percentage of Principal Sum"** is the Percentage of Principal Sum as stated in the Benefit Table in Section 2 (Personal Accident) herein.

**"Permanent"** shall mean lasting twelve (12) consecutive calendar months from the date of an Accident and at the expiry

of the twelve (12) months period being beyond any hope of improvement.

**"Permanent Total Disablement"** shall mean disablement which commences ninety (90) days from the date of the Accident and which is Permanent and which entirely prevents an Insured Person from attending to any business or gainful occupation of any and every kind or if he/she has no business or occupation from attending to any duties, which would normal be carried out by him/her in his/her daily life.

**"Policy Schedule"** means the attachment to this Policy entitled "Policy Schedule" as may be amended by the Company from time to time.

**"Pre-existing Condition"** means any condition for which the Insured Person, Immediate Family Member or Traveling Companion received from or were recommended by a Qualified Medical Practitioner during a ninety (90) days period prior to the Effective Date as stated in the Policy for: a) any medical treatment; b) any diagnosis; c) any consultation; or d) any prescribed drugs leading to a claim under this Policy; or any Symptom which existed within ninety (90) days prior to the Effective Date leading to a claim under this Policy.

**"Primary Residence"** means the house or building permanently occupied by the Insured Person for the sole purpose of private dwelling in Hong Kong.

**"Principal Sum"** means the Maximum Benefit.

**"Qualified Medical Practitioner"** shall mean any person legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a qualified medical practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

**"Schedule of Benefits"** means the section to this Travel Insurance Terms and Conditions entitled "Schedule of Benefits" and may be amended by the Company from time to time.

**"Serious Injury Or Serious Sickness"** means an injury or sickness for which the Insured Person or Traveling Companion requires treatment and which is certified by a Qualified Medical Practitioner as being dangerous to life and as rendering the Insured Person or Traveling Companion unfit to travel or continue with his/her original insured Journey. When "Serious Injury Or Serious Sickness" is applied to the Insured Person's Immediate Family Member(s), it shall mean injury or sickness for which the Insured Person's Immediate Family Member requires treatment, certified by a Qualified Medical Practitioner as being dangerous to life and which results in the Insured Person's discontinuation or cancellation of his/her original insured Journey.

**"Sickness"** means a sickness or disease which is contracted during the insured Journey directly and independently of any other cause and which commences during the insured Journey.

**"Symptom"** means a sign or an indication of disorder or disease experienced by an individual.

**"Terrorist Act"** shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorist act also includes any act, which is verified or recognised by the (relevant) Government as an act of terrorism.

**"Third Degree Burns"** means full thickness skin destruction due to burns.

**"Traveling Companion"** shall mean the person who is to accompany with the Insured Person for the whole insured Journey.

**"Usual, Reasonable And Customary"** shall mean an expense which: (1) is charged for treatment, supplies or medical services medically necessary for caring of Insured Person(s) under the care, supervision, or order of a Qualified Medical Practitioner; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**"War"** shall mean war, whether declared or not, or any wartime activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

#### GENERAL CONDITIONS

1. All Insured Persons covered under this Policy should be legal Hong Kong residents.
2. At the time this insurance becomes effective, the Insured Person must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the insured Journey, otherwise any claim could be forfeited
3. No refund of premium is allowed once the Policy has been issued.
4. If the Insured Person is covered under more than one (1) comprehensive voluntary travel insurance policies underwritten by the Company for the same Journey, only the travel insurance policy with the greatest compensation will apply and benefits thereunder be payable.
5. The insurance is only valid for conventional leisure travel or business travel (limited to administrative duty) purpose only and shall not apply to persons undertaking expeditions, treks or similar journeys.
6. The maximum period of an insured Journey cannot exceed ninety (90) days per Journey.
7. Any non-disclosure or fraudulent misrepresentation in any particular material shall lead to the whole Policy being void from inception.
8. For Insured Person under seventeen (17) years of age on the Effective Date, the Maximum Benefit payable will be HK\$250,000 subject to the Percentage of Principal Sum payable stated in the Benefit Table under Section 2 (Personal Accident) whilst 50% of the Maximum Benefit will be payable for all other sections covered under this Policy except Section 1b (Emergency Medical Evacuation) and Section 1c (Repatriation of Remains).

#### GENERAL PROVISIONS

##### 1. ENTIRE CONTRACT

The Policy Schedule, Travel Insurance Terms and Conditions, and endorsements (if any) shall constitute the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by the Company and such approval is endorsed hereon.

##### 2. ELIGIBILITY

The insurance under this Policy shall only cover a) For adult – between age seventeen (17) and seventy (70) years old; b) For child – under seventeen (17) years old.

##### 3. 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 the Insured Person's age has been misstated and if, according to Your correct age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then the Company's liability during the period that the Insured Person is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by the Policy.

##### 4. STATUS CHANGE

The Insured Person must take full responsibility to inform the Company forthwith of any change in respect of the information provided in the application for this Policy, otherwise the Company reserves its right to refuse or invalidate all claims under this Policy.

##### 5. RENEWAL CLAUSE

This Policy will be in force by payment of premium in advance. However, the Company reserves its rights to make adjustment on the premium rates, benefits, terms and conditions of this Policy upon each renewal.

##### 6. GRACE PERIOD

In respect of an annual payment policy, a grace period of thirty-one (31) days from the expiry date will be granted for payment of renewal premium. Otherwise, the Policy will lapse from the expiry date.

##### 7. REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with the Company's approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

##### 8. TERMINATION

- a. All coverage under this Policy will be terminated when any premium pertaining to the Policy is not paid at the end of the Grace Period; or
- b. on next premium due date when the Insured Person no longer fulfills the eligibility as stated under "Clause (2) – Age Limit for Insured Person" of "General Provisions" section; or
- c. All coverage under this Policy will be terminated on the date the status change of the Insured Person is not approved and accepted by the Company; or
- d. Upon the occurrence of any loss of the Insured Person for which indemnity is payable as provided under



Section 2 – Personal Accident.

9. **CANCELLATION**

The Company may cancel this Policy at any time by written notice delivered to the Insured Person or mailed to his/her last address as shown by the records of the Company stating when thereafter such cancellation shall be effective. In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto.

10. **TIME OF NOTICE OF CLAIM**

Written notice of loss on which a claim may be based must be given to the Company within thirty (30) days after the date of the incident causing such loss and in the event of accidental death, immediate notice thereof must be given to the Company.

11. **FORMS FOR PROOF OF LOSS**

The Company, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe.

12. **TIME FOR FILING PROOF OF LOSS**

Affirmative proof of loss must be furnished to the Company at its said office in case of a claim for such loss within sixty (60) days after the termination of the period for which the Company is liable. If it shall be shown not to have been reasonable possible to give such notice within such time by the Insured Person, such proof is furnished as soon as reasonable possible and within one (1) year after the date of such loss.

13. **SUFFICIENCY OF NOTICE**

Such notice by or on behalf of the Insured Person given to the Company, with particulars sufficient to identify the Insured Person shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

14. **IMMEDIATE PAYMENT OF INDEMNITIES**

All indemnities provided in this Policy for loss other than that of time on account of disability will be paid immediately after receipt of due proof.

15. **TO WHOM INDEMNITIES PAYABLE**

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person except for Emergency Medical Evacuation and Repatriation of Remains where relevant amounts will be paid directly to the service provider in accordance with the terms of this Policy.

16. **FRAUDULENT CLAIMS**

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on their behalf to obtain any benefit under this Policy, all benefit in respect of such claims shall be forfeited.

17. **RIGHT OF RECOVERY**

In the event that authorization of payment and/or payment is made by the Company and/or its authorized representative for a claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, the Company reserves the right to recover the said sum or excess from the Insured Person.

18. **RIGHTS OF THIRD PARTIES**

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured Person(s) and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Policyholder named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

19. **MEDICAL EXAMINATION AND TREATMENT**

The Company at its own expense shall have the right and opportunity to conduct medical examination on the Insured Person when and as often as it may reasonably require during a pending claim under this Policy and to make an autopsy in the case of death where it is not forbidden by law. The Insured Person shall as soon as possible after the occurrence of any Injury or Sickness, obtain and follow the advice of a duly Qualified Medical Practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

20. **SUBROGATION**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Person's rights of

recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

21. **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

22. **LIMITATIONS CONTROLLED BY STATUTE**

If any time limitation of this insurance, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the laws of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such law.

23. **COMPLIANCE WITH POLICY PROVISIONS**

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

24. **POLICY INTERPRETATION**

This Policy is subject to the laws of the Hong Kong and the parties hereto agree to submit to the jurisdiction of the courts of the Hong Kong.

25. **ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Home Office of AIG Insurance Hong Kong Limited, 46/F, One Island East, 18 Westlands Road, Island East, Hong Kong and the Company's consent to such assignment is endorsed. The Company does not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

26. **DATA PRIVACY**

The Insured Person / Policyholder / Applicant agree(s) that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) AIG HK may use the Insured Person's/ Policyholder's/ Applicant's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured Person / Policyholder / Applicant to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
  - (i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
  - (ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
  - (iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
  - (iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
  - (v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
  - (vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured Person / Policyholder / Applicant may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

27. **CLERICAL ERROR**

Clerical errors by the Company shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

*Copyright in this Travel Insurance Terms and Conditions is reserved. No part of this Travel Insurance Terms and Conditions may be reproduced in whole or part without the express consent of AIG Insurance Hong Kong Limited.*



## 「教協樂悠遊」全年計劃 旅遊保險條文及條款

當美亞保險香港有限公司(以下稱爲「本公司」)收受保費後，即依據本單或批註內的定義、不保事項、限制、條款和條件，同意承保名列於**保單列表**內之**受保人**及根據條款和條件對有關受保**旅程**之損失作出賠償。

保障列表、旅遊保險條文及條款和批註(如有者)將構成完整的保險契約(以下稱爲「保單」)。此保險只適用於常規的假期旅遊及文職商務旅遊，而不適用於探險跋涉或類似旅程。

### 保障範圍

#### 第1項 - 緊急醫療費用及援助

##### 1a. 醫療費用

在此項下，若**受保人**於受保**旅程**期間蒙受**損害**或感染**疾病**而引致在返回香港前治療的醫療費用，本公司將以不超過**保障權益表**所規定之**最高賠償額**賠償**受保人**有關**醫療費用**，該**醫療費用**必須是(i)由首次蒙受該**損害**或**疾病**起一百八十二日以內所引致的，及(ii) **實際、合理及慣常醫療必需費用**。

##### 覆診費用

如**受保人**於返回香港後因以上的**損害**或**疾病**而需要覆診(意即繼續接受在**受保人**回港前有關**損害**或**疾病的治療**)，本公司將賠償不超過**保障權益表**內醫療費用之10%為上限的覆診費用，但該覆診費用必須是(i) 返回香港後三個月內引致的，及(ii) 由執業西醫之**合格醫生**收取的**實際、合理及慣常醫療必需費用**。

在任何情況下，第1a項「醫療費用」的總賠償額不可超過**保障權益表**所規定**最高賠償額**之100%。

##### 1b. 緊急醫療運送

若**受保人**在受保**旅程**期間蒙受**損害**或感染**疾病**，於本公司或其授權代表的意見下，認為醫療上適合將**受保人**運送至其他地方接受治療，或運送回香港，而本公司或其授權代表亦會根據**受保人**當時的受傷程度或病情，安排最適當之醫療運送方式，本公司則會直接支付該醫療運送所需之有關保障費用。

保障費用是指由本公司或其授權代表因緊急運送**受保人**而提供或安排之醫療運送、服務及設備等費用。

所有醫療運送方式及最終目的地均由本公司或其授權代表決定及根據當時醫療情況安排，包括租用空中或陸上救護車、航空運輸、鐵路或其他適合的運送方式。

**受保人**或其代表必須致電 Travel Guard 國際支援熱線 (852) 3516 8699 作出有關安排。

##### 1c. 運送費用

若**受保人**在受保**旅程**期間因蒙受**損害**或感染**疾病**而死亡，本公司或其授權代表將安排運返**受保人**之遺體返回香港。本公司將直接支付有關保障費用。

此外，本公司將賠償由當地殮儀承辦者提供及執行的棺材、防腐和火化事宜上的實際費用。

**受保人**或其代表必須致電 Travel Guard 國際支援熱線 (852) 3516 8699 作出有關安排。

##### 1d. 海外住院現金津貼

若**受保人**於受保**旅程**期間，因蒙受**損害**或感染**疾病**需入住當地醫院為留院病人，本公司將按**受保人**留院之日數每日賠償 HK\$300 予**受保人**，但不可超過**保障權益表**所規定之**最高賠償額**為上限。

##### 1e. 子女護送

若**受保人**在受保**旅程**期間，因死亡、遭受**嚴重損害**或感染**嚴重疾病**需入住醫院，而其同行之十五歲以下之小童沒有其他**直系親屬**或**旅遊夥伴**陪伴，本公司將根據**保障權益表**所載**最高賠償額**為限賠償一名**直系親屬**或一名**旅遊夥伴**之合理額外的**住宿**及/或交通費用，以便陪伴該名小童返回香港。

### 適用於第1項 - 緊急醫療費用及援助的不保事項

以下情況不受保障：

- 任何**中醫治療**。
- 根據**合格醫生**之意見，在合理的情況下該項手術或治療可延期至返回香港後進行。
- 受保人**旅遊之目的為醫治**疾病**或**受保人**違反**合格醫生**之勸告出外旅遊。
- 一切項須由**受保人**支付及/或已包括於旅遊費用中的支出。
- 未能提供**合格醫生**之醫療報告。
- 在身體狀況許可下，**受保人**拒絕依循**合格醫生**之建議返回香港繼續治療，或繼續其受保**旅程**。
- 任何不經由本公司或其授權代表同意及提供服務的費用，除非**受保人**或其**旅遊夥伴**在緊急及不能控制的情況下無法致電 Travel Guard 國際支援熱線，在此情形下，本公司只補償**受保人**在同一情況下本公司或其授權代表會提供的服務而衍生的費用(只適用於第1b項「緊急醫療運送」)。
- 未經由本公司或其授權代表允許及安排之遺體運返(只適用於第1c項「運送費用」)。
- 在香港以外地方的覆診費用。
- 任何**醫院**內獨立或私人**房間**、特別或私家看護的額外費用；非醫療的個人服務，如收音機、電話及類似的物品；採購或採用特別支架、儀器或裝置的額外費用。
- 任何整容手術、眼睛折射造成的誤差、助聽器、佩戴眼鏡的驗光單或牙科護理，但於受保**旅程**期間因**意外**蒙受**損害**所引致的除外。

#### 第2項 - 人身意外保障

若**受保人**在受保**旅程**期間，因遭遇**意外**而蒙受**損害**，於事故發生當日起計九十日內在直接及並無其他原因下引致以下的損害事項，本公司將依據保障表及其**保額百分率**賠償予**受保人**。

##### 保障表

損害事項		保額百分率
<b>意外死亡及永久傷殘</b>		
1. 死亡		100%
2. 永久完全殘廢		100%
3. 永久及無法痊癒之四肢癱瘓		100%
4. 一眼或雙眼永久完全失明		100%
5. 喪失任何一肢或任何一肢永久完全喪失功能		100%
6. 喪失任何雙肢或任何雙肢永久完全喪失功能		100%
7. 雙耳完全失聰及喪失語言能力		100%
8. 永久完全失聰		75%
(a) 雙耳		15%
(b) 單耳		15%
<b>三級程度燒傷</b>		
部分	受損佔有關部位總面積之百分比	保額百分率
1. 頭部	達頭部總面積之8%或以上	100%
	達頭部總面積之5%至8%以下	75%
	達頭部總面積之2%至5%以下	50%
2. 身體 (頭部除外)	達其餘身體部份總面積之20%或以上	100%
	達其餘身體部份總面積之15%至20%以下	75%
	達其餘身體部份總面積之10%至15%以下	50%

賠償:

© AIG Insurance Hong Kong Limited

- 於同一**損害**中，本公司只負責賠償以上任何一項之損害事項，若遭受多於一項損害事項，本公司則以**最高賠償額**(即最高保額百分率)的事項及以不超過列於**保障權益表**所載之**最高賠償額**為賠償依據。
- 倘本公司已賠償以上保障表其中一項的損害事項，**受保人**所有的保障會即時終止，但不會影響該**意外**所導致之**損害**賠償事宜。
- 倘**受保人**蒙受**損害**前局部手足或器官已喪失功能，而在**損害**後變成全部殘廢，本公司會決定**保額百分率**作為賠償該**損害**所引致的殘廢部份，而之前已喪失功能的部份則不獲賠償。
- 此保單生效日期時，**受保人**年齡為十七歲以下，本公司會根據第2項「人身意外保障」之保障表的損害事項及其**保額百分率**作出賠償，最高賠償至港幣250,000。

此部份提供額外保障予**受保人**在以下期間蒙受的**損害**:

- 當**受保人**於原定**公共交通工具**出發三小時內直接由日常**香港**住所或工作地點前往**香港**入境事務處的期間以開始其**旅程**；
- 旅程**完畢，當**受保人**回**香港**後三小時內直接由**香港**入境事務處返回日常住所或工作地點的期間。

##### 暴露

倘**受保人**在受保**旅程**期間發生**意外**，及在無法避免的情況下身處於自然環境中(包括但不限於長期及嚴酷的天氣或環境狀況)，並於**意外**發生後十二個月內直接因此無法避免的情況下引致死亡或傷殘，本公司將按照保障表賠償予**受保人**。

##### 失蹤處理

倘**受保人**在受保**旅程**中所乘搭之**公共交通工具**發生**意外**而導致失蹤、墮毀或沉沒，**受保人**因而失蹤及於該次**意外**事件發生十二個月後仍無法尋回，則本公司有理由相信**受保人**已因該次**意外**死亡，並作出人身**意外**保障的賠償。但**受保人**的遺產管理者必須先填妥及遞交保證書，同意日後如發現**受保人**並未因該次**意外**導致死亡，將退回此項賠償予本公司。

### 適用於第2項 - 人身意外保障的不保事項

- 於此第二項保障，本公司不負責一切由**疾病**或**病毒**引致的**損害**。

#### 第3項 - 旅程阻礙保障

##### 3a. 取消旅程

若**受保人**於原定受保**旅程**出發前三十日內因下列原因(以下(ii)及(iv)除外)而需要取消受保**旅程**，本公司以不超過**保障權益表**內所規定之**最高賠償額**賠償**受保人**無法由其他途徑取回其已支付及法律上須負責支付之**旅費**及/或**住宿費用**：

- 受保人**、其**直系親屬**或**旅遊夥伴**死亡、遭受**嚴重損害**或患上**嚴重疾病**；
  - 受保人**收到傳票需出庭作證、當陪審員或需被隔離；
  - 受保人**於原定受保**旅程**出發前一星期內，突然爆發**公共交通工具**機構員工罷工、目的地廣泛性爆發傳染病、暴動或民亂。
  - 受保人**及/或其**旅遊夥伴**之**香港**主要住所於受保**旅程**出發前一星期內因火災、水淹、地震或類似的天然災害，導致嚴重損毀，需要**受保人**及/或其**旅遊夥伴**於出發當日留於該處。
- 若**受保人**已開始其受保**旅程**，此第3a項「取消旅程」保障便不再生效。

##### 3b. 旅程中斷

###### (1) 提早結束旅程

若**受保人**在受保**旅程**期間，因下列原因必須結束及縮短受保**旅程**返回**香港**，本公司將以不超過**保障權益表**內所規定的**最高賠償額**，賠償**受保人**不能退還之未享用的**旅費**及/或**住宿費用**及/或額外合理及實際的交通費及/或**住宿費用**：

- 受保人**或**旅遊夥伴**死亡、蒙受**嚴重損害**、患上**嚴重疾病**或遭遇騎劫；
- 受保人**的**直系親屬**死亡、蒙受**嚴重損害**或患上**嚴重疾病**；
- 在未能預料情況下，目的地突然爆發**公共交通工具**機構員工罷工、暴動或民亂、天然災害或廣泛性爆發傳染病，以致**受保人**不能繼續原定的受保**旅程**。

###### (2) 更改旅程

若**受保人**於開始其受保**旅程**後因目的地突然爆發**公共交通工具**機構員工罷工、暴動或民亂、惡劣天氣、天然災害或廣泛性爆發傳染病，本公司將以不超過**保障權益表**內之**最高賠償額**賠償**受保人**因要繼續前往原本包括於受保**旅程**目的地而引致額外合理的交通及/或**住宿費用**。

第3b(1)項「提早結束旅程」的保障是根據受保**旅程**中斷後，按比例賠償剩餘受保**旅程**日數之未享用的**旅費**及/或**住宿費用**。受保**旅程**中第3b(1)項「提早結束旅程」及第3b(2)項「更改旅程」的額外交通及/或**住宿**實際費用的賠償不可超過**保障權益表**內所載的**最高賠償額**。

###### (3) 強制隔離保障

在受保**旅程**期間，若**受保人**因被懷疑患上大流行病而被強制隔離，本公司將以不超過**保障權益表**的最高賠償額，按比例賠償**受保人**不能退還之未享用的基本團費及/或**住宿費用**。第3b(3)項「強制隔離保障」是以受保**旅程**期間**受保人**被隔離日數按比例賠償未享用的基本團費及/或**住宿費用**。

此外，第3b(1)項「提早結束旅程」、第3b(2)項「更改旅程」及第3b(3)項「強制隔離保障」的合共賠償額不可超過**保障權益表**第3b項「旅程中斷」所載的**最高賠償額**。第3b項「旅程中斷」的保障只有在**受保人**未知道任何將會引致受保**旅程**中斷的事件前購買才會有效。

### 適用於第3項 - 旅程阻礙保障的不保事項

以下情況不受保障：

- 受保於其他保險或政府計劃，或將會獲得**公共交通工具**、旅行社、其他航運機構或酒店的賠償或退款。
- 直接或間接因政府之規例或監管，旅行社、導遊公司或**公共交通工具**機構的破產、結束或違約。
- 在a)購買此保險前或b)之後每次受保**旅程**開始前已意識到可能引致取消或中斷**旅程**的情況。
- 直接或間接因**受保人**未能盡早通知旅行社、導遊公司、航運機構或旅館因第3a項「取消旅程」其中i至iv項的原因而要取消受保**旅程**或因第3b項「提早結束旅程」其中i至iii項的原因而要結束受保**旅程**。
- 基於同一原因於第5a項「旅程延誤」、第3b(1)項「提早結束旅程」及第3b(2)項「更改旅程」同時提出的索償。
- 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信，內容包括但不限於有關隔離的時期及隔離的原因。



#### 第4項 - 個人物品

##### 4a. 行李及個人物品

若受保人在受保旅程期間，屬於其個人之行李、衣服及個人物品有所遺失或損毀(包括穿戴或存放於行李箱內)，本公司以不超過保障權益表所規定之最高賠償額賠償予受保人。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，會視該物品已遺失或損毀。賠償額為該物品之實際價值，但以每件、每對或每套的最高 HK\$2,000 為限額。本公司有權根據其損耗及折舊程度賠償其重置價值或維修此物品。

##### 適用於4a. 行李及個人物品的不保事項

以下情況不受保障：

- 貨物或貨物、食物、動物、汽車(包括配件)、電車、單車、船隻、發動機、其他交通工具、傢俱、古董、珠寶手飾或配件、手提電話(包括電子手帳電話及配件)、現金(包括支票/旅遊支票等)、電子貨幣(包括信用卡或八達通等)、證券、票或文件。
- 正常之磨損、消耗、蟲蛀、寄生蟲、固有缺陷、或因維修、清潔、更改而導致的損失。
- 租借物品之遺失或損毀；
- 直接或間接因暴動、反叛、革命、內戰、篡權、恐怖行為或因政府意圖防止此等動亂所引起的損失；或由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、隔離或檢疫該財物；或走私財物或非法攜帶或交易的財物。
- 受保於其他保險，或將會獲公共交通工具機構、酒店及其他服務供應商的退款。
- 已獲第三者機構提供維修服務，使操作回復正常的物品。
- 任何受保人蓄意以不同公共交通工具寄運之行李或分開寄運或郵寄的行李、紀念品或其他物品。
- 在公眾場所沒有受保人的看管下，或因受保人疏忽保管其財物而導致行李及個人物品的遺失。
- 存錄於磁帶、記憶儲存碟、磁碟或其他的資料遺失。
- 易碎物品的破裂或損毀。
- 在酒店或公共交通工具機構保管下的損失，除非於三日內以書面通知該酒店或公共交通工具機構，如該機構為航空公司，需獲得其財物紊亂報告。
- 遺失後二十四小時內未有向當地警方報失及未能提交當地警方之遺失報告。
- 任何神秘失蹤而導致之損失。
- 因錯誤、遺漏、兌換率的浮動或貶值而出現的缺額。
- 遞交之索償物件收據上的名字並非受保人的名字。
- 基於同一原因於第5b項「行李延誤」同時提出的索償。

##### 4b. 個人金錢

若受保人在受保旅程期間因被搶劫或竊案而損失的現金、銀行鈔票、旅行支票及匯票，本公司將賠償受保人實際所損失的金額，但以不超過保障權益表所載之最高賠償額為上限；受保人必須於損失事件發生後二十四小時內向當地警方報失，並於索償時提交書面文件及警方之正本報告。

##### 適用於4b. 個人金錢的不保事項

以下情況不受保障：

- 電子貨幣(包括任何信用卡或八達通等)或證券。
- 遺失後二十四小時內未有向當地警方報失及未能提交當地警方之遺失報告。
- 錯誤、遺漏、兌換率的浮動或貶值而出現的缺額。
- 沒有立即向旅行支票的簽發銀行當地的分行或代理人報告旅行支票損失事宜。
- 任何神秘失蹤而導致之損失。
- 直接或間接因暴動、反叛、革命、內戰、篡權、恐怖行為或因政府意圖防止此等動亂所引起的損失；或由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、隔離或檢疫的現金、銀行鈔票、旅行支票或匯票；或走私現金、銀行鈔票、旅行支票或匯票(或相關收益)或非法攜帶或交易的現金、銀行鈔票、旅行支票或匯票(或因此行動引致的相關收益)。

##### 4c. 旅遊證件

若受保人在受保旅程期間直接因被搶劫、竊案或偷竊而遺失之旅遊證件及/或旅遊票，本公司將以保障權益表所載之最高賠償額為上限賠償受保人(i)旅遊證件及/或旅遊票所需補領的費用；及(ii)因安排行程而必須衍生的額外合理的交通及/或住宿費，而該費用僅作證件補領的行程安排之用。

##### 適用於4c. 旅遊證件的不保事項

以下情況不受保障：

- 遺失後二十四小時內未有向當地警方報失及未能提交當地警方之遺失報告。
- 與是次受保旅程無關之證件及/或簽證及/或旅遊票。
- 任何神秘失蹤而導致之損失。
- 直接或間接因暴動、反叛、革命、內戰、篡權、恐怖行為或因政府意圖防止此等動亂所引起的損失；或由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、隔離或檢疫該財物；或走私財物(或相關收益)或非法攜帶或交易的財物(或因此行動引致的相關收益)。
- 同時索償臨時及永久屬同性質的旅遊證件，此情況下，受保人只能選擇索償其中之一款。

#### 第5項 - 延誤保障

##### 5a. 旅程延誤

###### i. 延誤

若受保人在受保旅程中，直接因惡劣天氣、天然災害、機械故障、騎劫或公共交通工具機構員工罷工，引致受保人所乘搭的公共交通工具比顯示於由公共交通工具提供的行程表內的出發時間延誤滿8小時，本公司將以保障權益表所規定之最高賠償額為上限作賠償。

###### 或

###### 取消

受保人於辦理登機手續後，原定乘搭之公共交通工具直接因天氣惡劣、天然災害、機械故障、騎劫或所乘搭之公共交通工具機構員工引致出發延誤超過10小時，受保人如決定取消這次受保旅程，本公司將賠償其不能退回之訂金及需負責支付的旅費，但以不超過保障權益表上所載之最高賠償額為上限。

此項保障須在有關公共交通工具機構或其授權代表公佈有關事件可引致公共交通工具延誤前安排受保旅程才會有效。受保人只可索償上述i或ii其中一項。

##### 適用於5a. 旅程延誤的不保事項

以下情況不受保障：

- 未能獲取公共交通工具機構書面證明延誤的時間及原因。
- 於 a) 購買保險或 b) 之後每次受保旅程開始前有關公共交通工具機構或其授權代表已宣佈會引致延誤的事件。
- 受保人遲到機場或碼頭(即在最後登記時間結束才到達，但因公共交通工具機構員工罷工引致的遲到則除外)。
- 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接替交通工具。
- 受保人於受保旅程中所乘搭之公共交通工具延遲到達而相繼引起各接駁公共交通工具之延誤或未能登上預定接駁公共交通工具而導致的損失
- 基於同一原因於第3b(2)項「更改旅程」中同時提出的索償。

##### 5b. 行李延誤

若受保人在受保旅程中因所乘搭的公共交通工具機構誤送行李以致受保人於抵達海外目的地後仍未

取得其行李，每10小時的延誤本公司會賠償 HK\$250 但不超過保障權益表所規定之最高賠償額，此保障只可於同一旅程中索償一次。

##### 適用於5b. 行李延誤的不保事項

以下情況不受保障：

- 未能獲取公共交通工具機構書面證明延誤時間及原因。
- 與受保人不同公共交通工具寄運之行李或分開寄運的物品。
- 基於同一原因於第4a項「行李及個人物品」中同時提出的索償。

#### 第6項 - 個人責任

若受保人在受保旅程期間遇上下列情況而須負上法律責任賠償予第三者，本公司會以不超過保障權益表所規定之最高賠償額作出賠償：

- 誤傷第三者身體或引致其死亡；
  - 誤損或遺失第三者之財物。
- 在未得到本公司書面同意前，受保人不可向他人承認過失、提出或允許付任何賠償或有關承諾、或牽涉入任何訴訟中。

##### 適用於第6項 - 個人責任的不保事項

以下情況不受保障：

- 所有屬於受保人、其直系親屬、僱主或僱員的財產損失。
- 受保人對其直系親屬、僱主或僱員的責任。
- 屬於受保人或受保人看管的財產。
- 在合約預期下應擔當的責任。
- 因受保人故意、蓄意或非法活動所引起的責任。
- 由於擁有或使用車輛、飛機、輪船、槍械或動物所引起的責任。
- 因貿易、商業或專業有關所引致的責任。
- 任何因非法行為引致的責任。

##### 主要不保項目

本公司不會賠償任何保單內直接或間接因以下事項而引致的索償：

- 戰爭、內戰、敵侵、叛亂、革命、運用軍事力量、篡奪政府或軍權；
- 本保單不會負責已經計劃或實際在、前往或途經古巴、伊朗、敘利亞、蘇丹、北韓、或克里米亞地區的旅程直接或間接地所引致的任何損失、損害、受損或法律責任；
- 本保單不會負責古巴、伊朗、敘利亞、蘇丹、北韓、或克里米亞地區居民所蒙受或遭受的任何索償、損失、損害或法律責任；
- 凡本公司提供之受保條款、索償賠償或本公司提供之保障會導致本公司、其母公司或其最終控制實體受到任何聯合國決議的制裁、禁止或限制、歐盟或美國的貿易或經濟制裁、法律或規例，本公司不會被當作提供這些保障及本公司不會負責任何該些索償或提供任何有關之保障；
- 受保人不法的行為，或遭海關或有關當局充公、扣留或破壞；
- 任何政府的法案或禁令(除非政府基於第3a(iii)項及第3b(3)項所保障的強制隔離)；受保人違反政府法案；或在預先警告會爆發公共交通工具機構職員罷工、暴動或民變、惡劣天氣、自然災害、或傳染病的情況下，受保人沒有作出合理的預防以防止索償的出現；
- 任何恐怖行為，但第1項「緊急醫療費用及援助」及第2項「人身意外保障」除外；
- 受保人沒有合理地看管個人財物，或避免損害或減低索償；
- 以乘客或司機身份參與任何類型之賽車；比賽；職業運動或因參與該運動而可賺取收入或報酬；
- 與服用酒精或藥物有關的損失，但由合格醫生所處方之酒精或藥物除外；
- 妊娠、分娩或與之有關的損害或疾病；
- 自殺、企圖自殺或故意自我傷害；或自我暴露於不必要的危險中；
- 任何受保前已存在之狀況；先天性或遺傳性病；
- 愛滋病或於人體免疫不全病毒血清測試呈陽性反應下出現之損害或疾病；性病；
- 精神病、睡眠、精神或神經失調；
- 受保人從事或參與海陸空服務或行動；機械工作；以航空公司空勤人員身份乘搭飛機；測試交通工具；參與體力勞動性工作；參與離岸活動；如商業潛水；油田鑽探、採礦、空中攝影；爆炸品處理；演員；地盤工人、漁夫、廚師或廚房工人；導遊或領隊；
- 受保人旅遊之目的為醫治疾病，或受保人在身體不適合旅遊的情況下旅遊或受保人違反合格醫生勸告出外旅遊；
- 已從其他方面獲得的賠償，但第1d項「海外住院現金津貼」、第2項「人身意外保障」及第5項「延誤保障」則除外；
- 任何持有中華人民共和國護照及以此護照往返中華人民共和國(香港、台灣及澳門除外)之受保人，但若受保人同時擁有由其他國家政府(不包括中華人民共和國，但香港、台灣及澳門則除外)所簽發的法定文件證明為該地合法居民，此不保事項則會被撤銷。

##### 定義

「意外」是指於受保旅程期間遇上不能預料及非自願的事件而引致損害。

「住宿」是指房租費用。

「後天免疫力缺乏綜合症」或「愛滋病」是參照世界衛生組織之定義為標準，指人體免疫不全病毒血清測試呈陽性反應下出現機會性感染、惡性腫瘤、人類免疫不全病毒感染性腦病變、人體免疫不全病毒之消瘦症候群或其他病症。

「中醫」是指任何跌打、針灸或中醫根據中醫藥條例(香港法例第549章)合法註冊成為中醫，中醫亦包括受保人本人或其直系親屬。

「公共交通工具」是指由註冊的航運公司經營以接載付乘客的巴士、旅遊巴士、渡輪、氣墊船、水翼船、船、火車、電車或地下火車；及由註冊的航空公司或包機公司營運以接載付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。

「強制隔離」是指受保人被政府或有關授權機構指令隔離。

「留院」是指因醫療上的需要而在合格醫生的建議下入住醫院，被接納為留院病人接受治療。住院期間是指醫院因提供治療而需要向受保人收取住房及膳食費用的期間。

「生效日期」是指1)本保單的簽發日期(2)之後每次受保旅程開始前；或)取消旅程保障開始生效之日期，以較遲者為準。

「香港」是指香港特別行政區，英文簡稱 HKSAR。

「醫院」是指合法經營並為受傷及患病病人提供治療和照顧之醫院(不包括老人院、長期病患中心、靜養、護理、戒酒或戒毒等類似服務之醫療機構)，此外，須設有完善的診斷及外科手術設備和二十四(24)小時專業護理及醫療服務。

「直系親屬」是指受保人的配偶、父母、配偶之父母、祖父母、子女、兄弟姊妹、孫、合法監護人。

「損害」是指受保人遭遇意外事故，在直接及別無其他原因之下引致之身體損害。

「受保人」是指受保名列於保單列表內或批註內之受保人士。

「旅程」是指受保人由保單出發日期離開香港入境事務處櫃檯開始，直至受保旅程出發後90日，或受保人於旅遊完畢，到達香港入境事務處櫃檯為止的一段旅遊期間，以較早者為準。

「喪失」或「喪失功能」是指永久完全失去功能或手腕或足踝以上之部位完全分離；若套用於眼睛，是指完全及無法恢復的視力。

「失聰」是指永久及無法恢復之聽力：

如果 a 分貝 — 損失聽力至 500 赫 如果 b 分貝 — 損失聽力至 1,000 赫

如果 c 分貝 — 損失聽力至 2,000 赫 如果 d 分貝 — 損失聽力至 4,000 赫

(a+2b+2c+d) 的 1/6 高於 80 分貝。

「**喪失語言能力**」是指構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語言機能中，有三種以上不能發出者，聲帶全部剔除或因腦部言語中樞神經的損傷而患失語症。

「**惡性腫瘤**」是指在後天免疫力缺乏症存在下出現包括但不限於卡波西氏腫瘤、中樞神經系統淋巴瘤或其他已知或未知之惡性病變，直接導致死亡、**疾病**或殘廢。

「**最高賠償額**」是指列於本保單的**保障權益表**內每項受保保障的賠償額。

「**醫療必需費用**」是指**受保人**須支付予**合格醫生**、醫生、外科醫生、護士、**醫院**及或救傷車服務的費用，包括醫藥、手術、X光檢查、**醫院**或護理治療包括醫療用品及租用救傷車的費用，但不包括牙科護理（除非因**意外**而**損害**健全及天然之牙齒所必須之診治費用）。亦不包括本保單內第 1b 項「**緊急醫療運送**」及第 1c 項「**運返費用**」兩項保障利益所需的任何費用。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份費用，本公司則根據保單條款負責賠償剩餘的費用。

「**機會性感染**」包括但不限於肺囊蟲肺炎、慢性腸炎之生物體、過速性病毒或散佈性的真菌感染。

「**大流行病**」指有關流行病毒擴散規模遍及世界各地，並導致大部份人類感染，有關程度被世界衛生組織宣佈為大流行警戒級別 5 級或以上。

「**保額百分率**」是指保單第 2 項「**人身意外保障**」中之保障表中的投保百分率，用以計算保障之最高賠償。

「**永久**」是指由**意外**事故發生之日起計**損害**情況持續至少十二個月，並於此段時間終結時沒有好轉之跡象。

「**永久完全殘廢**」是指由**意外**事故發生之日起計至少九十日，**受保人**因蒙受**損害**而**永久**及**完全**不能從事任何業務或有新酬的工作；若**受保人**沒有從事任何工作，則指完全不能進行一般日常生活活動。

「**保單列表**」是指本保單其中之一附頁名為「Policy Schedule」，本公司隨時有權對其作出更改。

「**受保前已存在之狀況**」是指**受保人**、其**直系親屬**或**旅遊夥伴**於個別**保單生效日期**前九十日內因任何**疾病**或狀況，曾接受**合格醫生**之治療或建議(a)藥物治療；或(b)確診；或(c)醫療意見；或(d)處方服藥，或於**保單生效日期**前九十日內已患有任何**病徵**而導致向本公司索償的情況。

「**主要住所**」是指**受保人**在**香港**的**永久**居住及只用作為私人寓所的房子或樓宇。

「**保額**」是指最高賠償額。

「**合格醫生**」是指得到當地政府承認並准許在其管轄範圍內提供醫療服務之人士，但不包括**受保人**本人或其**直系親屬**。

「**保障權益表**」是指在此**旅遊保險條款及條款**中所名為的「**保障權益表**」，本公司有權隨時對其作出更改。

「**嚴重損害或嚴重疾病**」若套用於**受保人**或**旅遊夥伴**，是指**受保人**或**旅遊夥伴**需要**合格醫生**診治，及證明會有生命危險及不適合旅行或繼續原定受保之**旅程**；若套用於**受保人**的**直系親屬**，是指其**直系親屬**需要治療及經**合格醫生**證明會有生命危險，以致**受保人**需要停止或取消原定受保之**旅程**。

「**疾病**」是指於**受保旅程**期間在直接及別無其他原因之下所開始罹患或感染之病症。

「**病徵**」是指個別人士於失調或**疾病**前經歷的症候及跡象。

「**恐怖行為**」是指所有確實發生或恐嚇使用武力或暴力手段造成損毀、傷害或混亂的行為，或此等行為對個人、財物或政府造成人命傷亡或財物損失，以達至經濟、部落、民族、種族或宗教上的利益，無論有否陳述其追求之目的。若盜竊或其他罪行主要是基於犯案者的個人利益出發，純粹只是犯罪者及犧牲者的關係，則不被視為恐怖行為。恐怖行為為是必定要得到(有關)政府證實及承認才算是恐怖主義的行為。

「**三級程度燒傷**」是指全部皮膚層因燃燒而完全遭到破壞。

「**旅遊夥伴**」是指在整個**受保旅程**中與**受保人**同行人士。

「**實際、合理及慣常**」是指(1)在**合格醫生**之照顧、監督或指示下為**受保人**提供必須的治療、醫療設施及服務的收費；(2)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(3)不包括在沒有保險的情況下便不會收取之費用。

「**戰爭**」是指戰爭(不論有否宣戰)，或任何類似戰爭的行為，包括任何國家利用軍事力量達到經濟、地理、民族、政治、種族、宗教或其他目的。

## 一般條件

- 此保單的**受保人**必須為**香港**合法居民。
- 在此保險生效時，**受保人**身體狀況必須適合旅遊及未意識到任何可引致取消或擾亂**受保旅程**的狀況，否則會喪失索償的權利。
- 若此保單已經簽發，所有保費均不能退還。
- 若**受保人**為同一**旅程**購買多於一份由本公司承保的自購綜合旅遊保險，本公司只會根據可獲較高賠償額的一份保單作出賠償。
- 此保單只適用於常規的假期旅遊及文職商務旅遊，而不適用於探險跋涉或類似旅程。
- 此旅遊保險計劃每次**受保旅程**的保障期最長為九十日。
- 如**受保人**蓄意隱瞞或提供錯誤的重要資料，此保單將在**生效日期**起便失效。
- 若**受保人**於**生效日期**年齡為 17 歲以下，最高賠償額為列於**保障權益表**內的百分之五十(第 1b 項「**緊急醫療運送**」及第 1c 項「**運返費用**」除外)，而第 2 項「**人身意外保障**」之最高賠償金額則為 HK\$250,000 及根據保障表保額百分率作出賠償。

## 基本條款

### 1. 完整的保險契約

保障列表、旅遊保險條款及條款和批註(如有者)將構成完整的保險契約。**受保人**未有在投保書上作出的任何陳述，除欺詐外，均不得作為廢除本契約或利用於合法的訴訟程序。任何營業員均無權更改或刪除本保險的任何條款，任何保險的更改需由本公司簽署同意並簽發批註後，方為有效。

### 2. 受保人之年齡限制

本保單會提供保障予 a)成人:年齡由十七至七十歲;b)兒童:十七歲以下。

### 3. 年齡錯誤陳述

若你的年齡被錯誤陳述，我們會按正確年齡應付之保費而退回或收取保費的差額。倘你投保時的正確年齡未符合保單的要求或已超出限制，我們只會退回保費而不負責任何承保責任。

### 4. 現況轉變

如**受保人**在投保書內所提供之資料有任何轉變，**受保人**須通知本公司有關之變更，否則本公司有權將所有賠償失效。

### 5. 續保

預繳保費，保單得以生效。但本公司會保留更改保費、保障、條款及條件的權利。

### 6. 續保寬限期

年單的續期保費可於保單到期後三十一日之續保寬限期內繳付，否則保單將於到期日失效。

### 7. 保單之復效

倘保費到期未有繳付以致保單失效，保單或可復效但必須獲得我們之同意。我們不會負責保單失效期間發生之索償，保單於復效日開始，而受保前已存在之狀況會再度執行。

### 8. 保單終止

- 保費於續保寬限期後仍未繳付，所有保障於保單到期日終止；
- 當**受保人**已不能符合本保單「基本條款」的「第2項 - **受保人之年齡限制**」中所述的資格，保障會於下一個保費到期日終止；
- 任何不獲本公司接受的**受保人**之現況轉變，本保單內所有保障將由該轉變當日終止；
- 受保人**已獲第2項「**人身意外保障**」的賠償。

### 9. 取消保單

本公司可隨時以書面形式投遞至**受保人**的最後紀錄之地址，通知解除契約的生效日期。於此情

況下，本公司將按比率退還該年度**受保人**實際已付但剩餘之保費。此種解約並不影響任何已呈交之賠償申請。

### 10. 申請賠償通知的期限

任何賠償申請需於事故發生後三十日內以書面通知本公司，倘若**受保人**因**意外**引致死亡，應立即以書面通知本公司。

### 11. 損害證明文件

本公司於接獲該書面通知後，會將申請賠償表格送交索償人，以作填寫損害證明之用。倘索償人於書面通知書發出後十五日內仍未收到該申請賠償表格，索償人可將事故的發生、性質與損害程度於本保單內損害證明文件遞交之期限前提交本公司，本公司會將此書面證明視作已符合本保單條款之要求。本公司所需之任何證明文件，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**或其合法代理人負責。

### 12. 證明文件遞送之期限

倘**受保人**要申請賠償，**受保人**需於發生**損害**後六十日內將損害證明文件遞送本公司；若**受保人**在合理情況下未能於此限期內遞交證明文件，則須於合理時間內及事發日後一年內呈交。

### 13. 充足的通知

申請賠償通知書可由**受保人**或其代表人送交本公司，並提供足夠資料以證明**受保人**之身份。倘有合理之緣由不能於本保單之限期內將通知書送交本公司，而已盡可能將通知書於限期後即遞出，則可被認為放棄申請賠償權利。

### 14. 賠償金支付時間

當本公司接獲所需的證明文件後，將根據本保單立即作出合理賠償。

### 15. 賠償金之支付

倘**受保人**因**意外**死亡，賠償金將賠償予**受保人**的遺產承繼人，其他賠償則賠償予**受保人**本人，而緊急醫療運送及運返費用之賠償則根據保單的條款直接支付有關之服務提供機構。

### 16. 欺騙索償

倘若**受保人**或其代表人在本保單的索償中存有任何欺詐成份，所有賠償均會作廢。

### 17. 追討權利

若本公司及/或其授權代表支付了不包括在此保單保障範圍內的索償，或超過此保險的賠償限額時，本公司會保留追討**受保人**之權利。

### 18. 第三者權利

除**受保人**及本公司以外，此保單未有賦予其它人士享有按《合約(第三者權利)條例》或以其它方式直接強制執行此保單條款的權益。惟特此說明及同意只有本公司及於保單列表上列明的保單持有人方可享有在無須給予其它人士通知或無須獲其它人士同意的情况下，可藉協議修改本保單或取消終止此保單(如此保單載有此權利)的權利。

### 19. 身體檢查

於處理本保單的賠償申請時，本公司有權隨時要求**受保人**作身體檢查。倘**受保人**死亡，除法律不允許外，本公司有權要求解剖驗屍，而費用則由本公司負擔。**受保人**應於遭遇**損害**發生或感染**疾病**後需聽從**合格醫生**的醫療建議，若**受保人**沒有依從正確的療法，本公司不會負責任何賠償責任。

### 20. 債權人已向代

若本公司已向**受保人**作出本保單的賠償，便可取代其爭取賠償的權利，向有關人士或機構追討，而**受保人**必須簽署及遞交法律文件和身份證件，或利用任何方法去保證此項的權利，對於損失此權利後，**受保人**不可採取任何行動。

### 21. 法律訴訟

依據本保單所規定之條款及期限內，將損害證明文件送交本公司後，六十日內不得進行法律訴訟以求賠償。倘須訴訟應於本保單規定之損害證明文件送交本公司限期後三年內進行，否則不得再進行訴訟。

### 22. 國家之法律限制

倘本保險有關呈交損害通知書或證明文件之期限少於**香港**法例所允許之期限，則將依法例延長至所容許之最低限度的期限。

### 23. 保單條款之遵從

倘**受保人**有違反本保單內所載的任何條文，所有賠償申請均不會被接納。

### 24. 保單詮釋

本保單受**香港**法例之約束。本保單所涉及之人士均同意服從**香港**法庭之裁決。

### 25. 轉讓

本保單的轉讓權益不會對本公司構成法律的約束力，除非此轉讓權益的正本或副本已保存於美亞保險香港有限公司位於香港港島東華蘭路 18 號港島東中心 46 樓的辦事處，及獲得本公司的確認。此外本公司不會對轉讓的有效性承擔責任。任何的意章、條款或法規均不可以阻礙本保單的索償，除非有關條款已詳細列於本保單內。

### 26. 私隱條例

**受保人** / 保單持有人 / 申請人謹此同意及確認：

- 美亞保險可按列於其私隱政策的用途使用於處理此保單申請或管理此保單所收集之個人資料，其用途包括核保及管理已申請的保單(包括獲取再保險、核保續保之保單、資料配對、處理索賠、調查、付款及行使代位權)；
- 美亞保險可使用**受保人** / 保單持有人 / 申請人的聯絡資料(姓名、地址、電話號碼及電郵地址)聯絡**受保人** / 保單持有人 / 申請人有關其它由 AIG 集團提供之保險產品(如美亞保險已獲**受保人** / 保單持有人 / 申請人同意可如此使用其聯絡資料)；
- 美亞保險亦可向以下類別的人士(不論在香港或海外)轉交該些個人資料，作上述列明之用途：
  - 提供有關本人/吾等保單管理服務的第三者(包括再保險公司)(如上(a)項所述)；
  - 財務機構，作處理此申請及收取保費(如上(a)項所述)；
  - 公證人、調查員、第三者管理人、緊急支援服務提供者、法律服務提供者、零售商、醫療提供者、及交通工具機構，以處理索償事宜(如上(a)項所述)；
  - AIG 集團授權的市場推廣公司，以作直銷之用(如上(b)項所述)；
  - 其它在任何國家之 AIG 集團之成員公司，作上述(a)及(b)項所列之用途；或
  - 其它於美亞保險私隱政策所列明的人士，作於私隱政策列明之用途。

**受保人** / 保單持有人 / 申請人可隨時致函美亞保險香港有限公司之私隱事務主任(地址:香港郵政總局信箱 456 號或電郵:cs.hk@aig.com) 查閱、或要求修改其個人資料(美亞保險可查閱及修改要求收取合理費用)，或更改有關其個人資料被使用作直銷用途的選擇。如對美亞保險提供的服務有任何意見，可按上述地址聯絡美亞保險。美亞保險私隱政策的全文載於 www.aig.com.hk。

### 27. 筆誤

本公司的筆誤不會令生效的保單因而失效，或令失效的保單因而生效。

此旅遊保險條款及條款的版權為美亞保險香港有限公司所有。未經美亞保險香港有限公司同意不得複製全部或部分旅遊保險條款及條款之內容。

(此中文譯本乃供參考之用，如中文譯本與英文有異，一概以英文為準)

