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EduCare

Dignity  
Travel  
Insurance

# 尊貴。旅遊



## 保 險

# 保單



Underwriting Agent 保險代理：



**UNION FAITH INSURANCE AGENCY LIMITED**  
**聯誠保險代理有限公司**

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Underwriter 承保公司：



**招商永隆保險**  
**CMB WING LUNG INSURANCE**

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**招商永隆保險**  
**CMB WING LUNG INSURANCE**



TRL(D)-0123(2192)-EC

**IMPORTANT NOTE 重要事項**

The maximum duration of each Journey to be covered is 180 calendar days.  
每次旅程最長保障期為180日。

**WARRANTY 限制條款(以英文為準)**

The Insured Person warrants that he is not travelling contrary to the advice of a Qualified Medical Practitioner, or for the purpose of obtaining medical treatment. If the Insured Person has a major existing illness, he must obtain a written approval from his usual Qualified Medical Practitioners before travel. The Insured Person must be Hong Kong resident ordinarily residing in Hong Kong.

受保人保證沒有違背註冊醫生的勸告，更非因為以治療疾病為目的而出外旅遊。如受保人已身患重病，則必須事先獲得其主診註冊醫生之書面同意方可起程。受保人必須為香港居民，並通常居於香港。

**Please read this Policy carefully upon receipt and promptly request the Company for necessary amendments.**

## 1. COVER

In consideration of the payment of the premium and due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured Person and subject to the terms, conditions and exclusions contained herein if any of the Events referred to in this Policy shall happen, **CMB Wing Lung Insurance Company Limited** (hereinafter called "the Company") will pay the Benefits to the Insured Person or in the case of his death, to his Estate.

## 2. DEFINITIONS

- 2.1 "Benefits" means the amount of coverage as specified in the Policy against the relevant Events stated herein and the maximum amount payable under these Events is on the basis of any one Insured Person. For an Insured Person who is aged 17 years or below on the Inception Date of the Policy, the Benefits shall be limited to 50% of the amount of coverage as specified in the Policy unless otherwise specified.
- 2.2 "Common Carrier" means any mechanically propelled public conveyance operated by a carrier duly licensed for the regular transportation of fare-paying passengers but exclude a contractor carrier, chartered carrier, private carrier, or any other carrier which is operated primarily for sight-seeing service and amusement of the passenger.
- 2.3 "Herbalist, acupuncturist and bonesetter treatment" means treatment provided by any person registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong).
- 2.4 "Hospital" means a hospital (other than an institution for the aged, chronically ill or convalescent or nursing home) operated pursuant to law for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.
- 2.5 "Home Contents" means all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family members and are located at the Insured Person's place of residence at time of the burglary.
- 2.6 "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.
- 2.7 "Injury" means bodily injury caused solely and directly by accidental, visible and external means (excluding any sickness, disease, or medical disorder) during the Journey. For Section 8, Injury means bodily injury caused solely and directly by accidental, visible and external means (excluding any sickness, disease, or medical disorder) during the Pre-Journey Cover Period.
- 2.8 "Insured Person" means the person(s) as named in the Policy as Insured Person.
- 2.9 "Journey" means the time when the Insured Person leaves directly from his place of residence or place of regular employment for embarkation in Hong Kong within four (4) hours before the scheduled departure time of the carrier in which he has arranged to travel to commence the insured trip or on the Inception Date specified on the Policy whichever is the later. The Journey ceases on return to the Insured Person's place of residence or place of regular employment directly from disembarkation in Hong Kong within four (4) hours after the scheduled arrival time of the carrier in which he has arranged to travel upon completion of the insured trip or on Expiry Date of the period specified on the Policy whichever occurs first.
- 2.10 "Medical Expenses" means reasonable expenses incurred or paid by the Insured Person to a Qualified Medical Practitioner, physician, surgeon, Hospital and/or ambulance service for medical, surgical, nursing home charges and the cost of other treatment including physiotherapy, chiropractic treatment, X-ray, and 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 included in Sections 1.2 of this Policy. All treatment must be prescribed and a diagnosis is evidenced in writing by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy.
- 2.11 "One Way Journey Cover" means coverage for Insured Persons not returning to Hong Kong. Coverage shall expire 5 days after the scheduled time of arrival at the country of final destination or upon expiry of the original Period of Insurance, whichever is the earlier.
- 2.12 "OTA Alert" refers to the colour-coded alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System in helping people to assess the risks of travelling to overseas destinations. There are three levels of Outbound Travel Alert: "Amber Alert", "Red Alert" and "Black Alert". Definition of the "Outbound Travel Alert" may be changed by the Company from time to time according to the OTA System communicated by the Government of Hong Kong.
- 2.13 "Overseas" means destination outside the territorial boundaries of Hong Kong while the Insured Person is on the Journey.
- 2.14 "Period of Insurance" means the period commencing from the Inception Date of the Policy and shall terminate on the Expiry Date as specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a premium. Cover will automatically be extended for a maximum of 10 calendar days in the event of the Journey being unavoidably delayed.
- 2.15 "Pre-existing Condition" means any injury, sickness, physical or medical condition which existed prior to the commencement of the Journey. For Section 8 Pre-existing Condition means any injury, sickness, physical or medical condition which existed before the Pre-Journey Cover Period.
- 2.16 "Pre-Journey Cover Period" means the cover period commencing on the date that is:  
 (a) 30 days prior to the scheduled departure of the Journey; or  
 (b) the Date of Issue of the Policy; or  
 (c) the date when the Insured Person has made the deposit payment of the Journey,  
 whichever is the later, and ends on the scheduled departure date of the Journey.
- 2.17 "Qualified Medical Practitioner" means any person legally authorised by the Government with jurisdiction in the geographical area of his

practice to render medical or surgical service, but excluding a Medical Practitioner who is the Insured Person, or the Relative of the Insured Person.

- 2.18 "Relative" means spouse, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, brother, brother-in-law, sister or sister-in-law all residing in Hong Kong.
- 2.19 "Second Degree Burns" means both the epidermis and the underlying dermis are damaged by burns as certified by a Qualified Medical Practitioner.
- 2.20 "Serious Injury or Sickness" means Injury or Sickness which requires treatment by a Qualified Medical Practitioner and is certified by that Qualified Medical Practitioner as being dangerous to life and/or having to be confined in a Hospital and unfit to travel or continue with the insured Journey. When Serious Injury or Sickness applies to the Insured Person's Relative, it means Injury or Sickness which requires medical treatment in a Hospital and is certified by a Qualified Medical Practitioner as being dangerous to life, and which results in the Insured Person's discontinuation or cancellation of the insured Journey.
- 2.21 "Sickness" means illness or disease including infection of Specified Diseases first contracted during the Journey and shall exclude any Pre-existing Condition. For Section 8 Sickness means illness or disease first contracted during the Pre-Journey Cover Period, excluding any Pre-existing Condition.
- 2.22 "Specified Diseases" refers to Human Swine Influenza (H1N1), Avian Influenza (H5N1), Severe Acute Respiratory Syndrome (SARS) and/or Middle East Respiratory Syndrome (MERS).
- 2.23 "Third Degree Burns" means the damage or destruction of the skin to its full depth and the underlying tissue due to burns as certified by a Qualified Medical Practitioner.
- 2.24 "Travel Companion" means the person who is accompanying the Insured Person for the whole Journey and is also insured with the Company under the same Journey.

Unless the context otherwise requires, words and expressions importing any gender also include reference to all other genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

### 3. SCHEDULE OF BENEFITS

Unless otherwise stated and subject to any sub-limit in any Section, the maximum liability of the Company in respect of each of the Sections to the Insured Person for any one Journey is shown under the Schedule of Benefits below:

Section	Maximum Limit <sup>1</sup> per Insured Person (HKD)
<b>Section 1 - Medical &amp; Other Expenses</b>	
<b>1.1 Medical Expenses</b>	
1.1.1 Medical Expenses incurred whilst Overseas	1,000,000
1.1.2 Herbalist, acupuncturist and bonesetter treatment incurred whilst Overseas	4,000 (200 per visit per day)
1.1.3 Follow-up Medical Expenses in Hong Kong (including sub-limit for follow-up Herbalist, acupuncturist and bonesetter treatment incurred in Hong Kong (HKD200 per visit per day, up to HKD4,000))	100% of unused portion of Section Total Limit 10% of unused portion of Section Total Limit
• Due to Injury	15,000 (1,500 per visit)
• Due to Sickness	500
1.1.4 Trauma Counselling	
1.1.5 Overseas Travelling Expenses for Seeking Medical Treatment	
<b>1.2 Other Expenses</b>	
1.2.1 Medical Emergency Evacuation	Actual Cost
1.2.2 Medically Supervised Repatriation	Actual Cost
1.2.3 Repatriation of Mortal Remains	Actual Cost
1.2.4 Hospital Admission Deposit Guarantee	USD5,000
1.2.5 Compassionate Visit	
- One Economy Class round trip travel fare, and	Actual Cost
- Hotel accommodation expenses incurred	10,000 (2,000 per day)
1.2.6 Return of Unattended Children	Actual Cost
1.2.7 24-Hour Travel Assistance Hotline	Included
<b>Section Total</b>	<b>1,000,000</b>
<b>Section 2 - Private Nurse</b>	
Private Nurse	5,000
<b>Section Total</b>	<b>5,000</b>
<b>Section 3 - Hospital Confinement Allowance</b>	
Hospital Cash whilst Overseas	500 per day
<b>Section Total</b>	<b>10,000</b>
<b>Section 4 - Compassionate Death Benefit</b>	
Compassionate Cash	20,000
<b>Section Total</b>	<b>20,000</b>

### Section 5 - Personal Accident

#### For Insured Person aged 18 to 75 (on Inception Date of the Policy)

5.1. Accidental Death or Permanent Disablement	1,000,000
5.2. Accidental Death or Permanent Disablement on Common Carrier or during Robbery	1,500,000
5.3. Burns Benefit (2nd and 3rd degree burns)	300,000

#### For Insured Person aged 17 or below or aged 76 or above (on Inception Date of the Policy)

5.1. Accidental Death or Permanent Disablement	500,000
5.2. Accidental Death or Permanent Disablement on Common Carrier or during Robbery	Not Applicable
5.3. Burns Benefit (2nd and 3rd degree burns)	150,000

### Section Total

#### For Insured Person aged 18 to 75

#### For Insured Person aged 17 or below or aged 76 or above

**1,500,000**  
**500,000**

### Section 6 - Funeral Expenses

Funeral Expenses	20,000
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### Section Total

**20,000**

### Section 7 - Personal Liability

Limit of liability per accident	2,000,000
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### Section Total

**2,000,000**

### Section 8 - Deposit and Cancellation Charges

8.1 Cancellation due to specified causes; or	40,000
8.2 Cancellation following Delay	3,000

### Section Total

**40,000**

### Section 9 - Curtailment Expenses

Curtailment Expenses	40,000
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### Section Total

**40,000**

### Section 10 - Baggage and Personal Effects

- Any one article, pair or set of lap-top computer or mobile phone including accessories (limited to one item each only for each Insured Person)	3,000
- Any one article, pair or set of other baggage or personal effects	5,000
- Aggregate limit for all items of photographic, electronic, audio and/or visual equipment	10,000

### Section Total

**20,000**

### Section 11 - Baggage Delay

Cash allowance for baggage delay more than 8 consecutive hours whilst Overseas	1,000
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### Section Total

**1,000**

### Section 12 - Travel Delay

12.1. Cash allowance for travel delay per 6 consecutive hours; or	300
12.2. Extra accommodation and travelling expenses	3,000

### Section Total

**3,000**

### Section 13 - Personal Money

13.1 Personal Money; or	3,000
13.2 Unauthorized Use of Lost Credit Card <sup>2</sup>	5,000

### Section Total

**5,000**

### Section 14 - Aircraft Hijack

Aircraft hijack per day	3,000
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### Section Total

**30,000**

### Section 15 - Travel Documents

15.1 Replacement cost including extra transportation and accommodation expenses incurred; or	10,000
15.2 Emergency Cash	5,000 (500 per day)

### Section Total

**10,000**

### Section 16 - Rental Vehicle Excess<sup>2</sup>

Rental vehicle excess	5,000
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### Section Total

**5,000**

### Section 17 - Missed Event

Missed event	3,000
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### Section Total

**3,000**

### Section 18 - Credit Card Protection<sup>2</sup>

Credit card protection	30,000
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### Section Total

**30,000**

### Section 19 - Home Contents Protection

Any one article, pair or set of home contents	5,000
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### Section Total

**30,000**

1.The maximum coverage for Insured Person aged 17 or below will be 50% of the limits insured.

2.Not applicable for Insured Person aged 17 or below.

## 4. EVENTS

### SECTION 1 - MEDICAL & OTHER EXPENSES

#### 1.1 Medical Expenses

The Company will reimburse the Insured Person subject to the Maximum Limit shown in the Schedule of Benefits:

1.1.1 Medical Expenses; and

1.1.2 Herbalist, acupuncturist and bonesetter treatment

incurred whilst Overseas as a result of an Injury or Sickness up to the Maximum Limit shown in the Schedule of Benefits within 12 calendar months of the date of the event.

1.1.3 Follow-up Medical Expenses incurred in Hong Kong within three (3) calendar months after the Insured Person's return from Overseas, provided that such Medical Expenses are incurred for consultation or treatment for the same Injury or Sickness diagnosed in writing by a Qualified Medical Practitioner Overseas during the Journey, up to the Maximum Limit shown in the Schedule of Benefits which includes a sub-limit for herbalist, acupuncturist and bonesetter treatment in Hong Kong.

Reimbursement on in-patient Medical Expenses incurred in Hong Kong (other than in-patient doctor fee, surgical fee, operating theatre fee and anaesthetist's fee) shall be adjusted to 50% for hospital confinement in Semi-private Room; or 25% for hospital confinement in Private Room.

1.1.4 Trauma Counselling Expenses

Reasonable and necessary expenses for trauma counselling services incurred during the Journey and/or within three (3) calendar months after the Insured Person's return from Overseas if the Insured Person is diagnosed in writing by a Qualified Medical Practitioner to be suffering from a post-traumatic stress disorder as a direct result of being the victim of a traumatic event and sustains Injury or as eye-witness of first hand information of that traumatic event during the Journey, up to the Maximum Limit shown in the Schedule of Benefits.

1.1.5 Reasonable travelling expenses incurred by the Insured Person for the purpose of seeking medical treatment in a Hospital Overseas if the Insured Person suffers from Injury or Sickness during the Journey, up to the Maximum Limit shown in the Schedule of Benefits.

#### 1.2 Other Expenses

1.2.1. Medical Emergency Evacuation

The Company, through and using the services of Europ Assistance Hong Kong Limited's ("EAHK"), whilst the Insured Person suffers Serious Injury or Sickness Overseas and if adequate medical facilities are not available locally, will organise and bear the costs for a medical emergency evacuation by utilising the most appropriate and suitable means at the discretion of the attending physician and EAHK's medical advisors, based on the severity of the Insured Person's medical condition, from that local medical facility to the nearest medical facility capable of providing adequate care. The means of evacuation arranged by the Company through EAHK may include the assignment of a doctor and/or nurse to accompany the Insured Person, air ambulance, scheduled airline flight, rail, road or any other appropriate means.

1.2.2. Medically Supervised Repatriation

The Company, through and using the services of EAHK, will organise and bear the costs for a medically supervised repatriation to bring the Insured Person back to a medical facility in Hong Kong for continued treatment for an Injury or Sickness Overseas, if medically advised after proper medical treatment. The Company will pay the costs of the flight (on economy class) or any other appropriate means of transportation (on economy fare basis), provided that the Insured Person shall surrender any unused portion of his ticket to EAHK even if the original ticket is not valid. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and EAHK's medical advisors.

1.2.3. Repatriation of Mortal Remains

The Company, through and using the services of EAHK, in the event of death of the Insured Person during the Journey, will organise and bear the cost for:

- (a) post-mortem expenses and transportation of the mortal remains to Hong Kong; or
- (b) the general expenses for burial Overseas, not exceeding the costs of transportation of the mortal remains to Hong Kong.

1.2.4. Hospital Admission Deposit Guarantee

In case of hospital admission Overseas due to Injury or Sickness for emergency treatment duly approved by both the attending physician and EAHK alarm centre doctor and the Insured Person is without means of payment of the required hospital admission deposit, EAHK will on behalf of the Company arrange for guarantee or provide such payment up to USD5,000. The advanced sum of this benefit should be reimbursed by the Insured Person to the Company within 45 days without any interest from the date EAHK renders this service.

1.2.5. Compassionate Visit

In the event of the Insured Person suffering from Injury or Sickness resulting in death or in hospital confinement Overseas for more than 7 (seven) consecutive days, the Company, through and using the services of EAHK, will arrange and pay for the transportation costs (on economy fare basis) for a Relative to travel from Hong Kong to visit the Insured Person. The Company will also reimburse the reasonable accommodations expenses of an ordinary room in any reasonable hotel necessarily incurred up to the Maximum Limit as shown in the Schedule of Benefits, but excluding the cost of drinks, meals and other room services.

1.2.6. Return of the Unattended Dependent Child(ren)

The Company, through and using the services of EAHK, will arrange and pay for the transportation costs (on economy fare basis) to bring the accompanied children who are under 16 years of age back to Hong Kong if they are left unattended Overseas should the Insured Person be hospitalized Overseas due to Injury or Sickness, provided that the Insured Person shall surrender any unused portion of the return ticket of his accompanied children to EAHK even if the original ticket is not valid. Qualified escort will be arranged by EAHK wherever necessary.

1.2.7. 24-Hour Travel Assistance Hotline

The Company, through and using the worldwide network of EAHK, will provide assistance to the Insured Person for the following:

- (a) Telephone emergency medical advice by the attending physician at the EAHK's alarm centre;
- (b) Doctor and hospital referral worldwide;
- (c) Dispatching service of doctor that is not locally available according to the decision of the attending physician at the EAHK's alarm centre while possible and legally permissible (doctor's fee is excluded);
- (d) Dispatching service of essential medicine and/or medical equipment required for the Insured Person which is not available locally according to the decision of the attending physician at the EAHK's alarm centre while possible and legally permissible (cost of medicine and medical equipments is excluded);
- (e) Monitoring and updating the medical condition of the Insured Person to his family members if he is hospitalized Overseas;
- (f) Legal referral worldwide;
- (g) Travel information on
  - (i) Update immunisations and vaccinations requirement and needs
  - (ii) Weather information worldwide
  - (iii) Airport taxes
  - (iv) Customs requirements
  - (v) Passport and visa requirements
  - (vi) Consulate and embassies addresses and contact numbers
  - (vii) Exchange rates
  - (viii) Banking days
  - (ix) Language information
  - (x) Arrangement of interpreter services
  - (xi) Arrangement of children escort
  - (xii) Transmission of urgent messages for medical reasons
  - (xiii) Luggage retrieval
  - (xiv) Emergency rerouting arrangements

Important: All costs incurred of the requested service under 1.2.7 will be at the expense of the Insured Person and the use of the service arranged is at his own accord.

### SECTION 2 - PRIVATE NURSE

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the cost of hiring/engaging a private nurse when necessarily required while he is in hospital while Overseas as a result of Injury or Sickness during the Journey. All claims must be supported by evidence of medical advice from a Qualified Medical Practitioner that the Insured Person requires the service of a private nurse.

### SECTION 3 - HOSPITAL CONFINEMENT ALLOWANCE

The Company will pay the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, a daily cash allowance for each complete day (i.e. continuous period of 24 hours) if the Insured Person is hospitalized while Overseas as a result of Injury or Sickness during the Journey provided that a claim is payable under Section 1 for the same Injury or Sickness. Proof of hospitalization must be obtained in writing from a Hospital and be provided to the Company.

### SECTION 4 - COMPASSIONATE DEATH CASH

In the event of death of the Insured Person due to sudden Sickness contracted during the Journey, the Company will pay a compassionate cash relief up to the Maximum Limit shown in the Schedule of Benefits to the estate of the Insured Person.

### SECTION 5 - PERSONAL ACCIDENT

The benefits payable for any one Journey per Insured Person is subject to the Maximum Limit shown in the Schedule of Benefits.

#### 5.1 Accidental Death or Permanent Disablement

If the Insured Person suffers death or permanent disablement solely caused by an Injury arising from an accident occurring during the Journey, the Company will pay compensation in accordance with the percentage stated in the Compensation Table hereunder, up to the Maximum Limit shown under 5.1 in the Schedule of Benefits, provided the death or permanent disablement occurs within 12 calendar months from the date of accident causing the Injury.

#### Compensation Table

Item	Percentage of Maximum Limit
1. Accidental death	100%
2. Total paralysis	100%
3. Loss of Limb (one or more)	100%
4. Complete and incurable insanity	100%
5. Permanent total loss of sight (including perception of light) of one or both eyes	100%
6. Permanent total loss of sight (except perception of light) of one or both eyes	50%
7. Total loss of or permanent total loss of use of lens of: <ol style="list-style-type: none"><li>(a) both eyes; or</li><li>(b) one eye</li></ol>	75% 50%
8. Permanent total loss of hearing of: <ol style="list-style-type: none"><li>(a) both ears; or</li><li>(b) one ear</li></ol>	75% 15%

9.	Total loss by physical severance or permanent total loss of use of:		
(a)	four fingers and thumb of one hand	50%	
(b)	four fingers of one hand	40%	
(c)	Thumb	(i) both joints; or (ii) one joint	25% 10%
(d)	index finger	(i) three joints; or (ii) two joints; or (iii) one joint	10% 8% 4%
(e)	middle finger	(i) three joints; or (ii) two joints; or (iii) one joint	6% 4% 2%
(f)	ring finger	(i) three joints; or (ii) two joints; or (iii) one joint	5% 4% 2%
(g)	little finger	(i) three joints; or (ii) two joints; or (iii) one joint	4% 3% 2%
(h)	all toes of one foot		15%
(i)	great toe	(i) both joints; or (ii) one joint	5% 2%
(j)	any other toe (each if more than one toe lost)		1%

"Loss of Limb" means loss by physical severance at or above the ankle or wrist or permanent total loss of use of an entire foot or hand. The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

#### 5.2 Accidental Death or Permanent Disablement on Common Carrier or during Robbery

If the Insured Person suffers death or permanent disablement solely caused by an Injury arising from an accident occurring during the Journey whilst the Insured Person (i) is riding solely as a fare-paying passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any Common Carrier; or (ii) being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom, the maximum benefits payable under 5.1 above is increased up to the Maximum Limit shown under 5.2 in the Schedule of Benefits. This increase of benefit shall not apply to Insured Person aged 17 or below or aged 76 or above on Inception Date of the Policy or in conjunction with other benefits under Section 5.

An Insured Person can only make a claim under either 5.1 or 5.2 in respect of the same accident.

#### 5.3 Burn Benefits

If the Insured Person suffers Second Degree Burns or Third Degree Burns solely caused by an Injury (other than death) arising from an accident occurring during the Journey, the Company will pay compensation in accordance with the percentage stated in the Burns Benefit Table hereunder, up to the Maximum Limit shown under 5.3 in the Schedule of Benefits.

##### Burns Benefit Table

Second Degree Burns or Third Degree Burns	Percentage of Maximum Limit
Damage as a percentage of body surface area:	
(a) equals to or greater than 50%	100%
(b) equals to or greater than 27% but less than 50%	40%
(c) equals to or greater than 18% but less than 27%	30%
(d) equals to or greater than 9% but less than 18%	15%
(e) equals to or greater than 4.5% but less than 9%	10%

An Insured Person can only make a claim against either one of (a), (b), (c), (d) or (e) for the same accident.

Once a claim is payable under Burns Benefits, the total benefits that an Insured Person is entitled under Section 5 shall be reduced by the amount payable under Burns Benefits and all other claims payable under Section 5 shall be based on the reduced limit.

#### Aggregate Limit

The aggregate of all benefits payable under this Section 5 in respect of any one accident shall not exceed 100% of the Maximum Limit shown in the Schedule of Benefits. In the event there are multiple Insured Persons, the Company will not pay more than the aggregate limit specified in the Policy Schedule (if applicable).

#### SECTION 6 - FUNERAL EXPENSES

The Company will reimburse, up to the Maximum Limit shown in the Schedule of Benefits, for the funeral expenses including burial or cremation charges reasonably and necessarily incurred in Hong Kong in the event of accidental death to the Insured Person solely caused by an Injury occurring during the Journey provided the death occurs within 12 calendar months from the date of accident causing the Injury.

#### SECTION 7 - PERSONAL LIABILITY

The Company will indemnify the Insured Person against legal liability to pay compensation in respect of:

- bodily injury (including death or illness) to any person; and/or
- loss of or damage to property

as a result of an accident occurring Overseas during the Journey. The Company will also pay legal costs and expenses incurred by the Insured Person with the written consent of the Company provided that the Company's total liability shall not exceed the Maximum Limit shown in the Schedule of Benefits.

## SECTION 8 - DEPOSITS AND CANCELLATION CHARGES

### 8.1 Cancellation due to specified causes

The Company will reimburse the Insured Person, up to the Maximum Limit shown under 8.1 in the Schedule of Benefits, for loss of travel expenses paid in advance for the Journey by the Insured Person or for which the Insured Person is legally liable and which are not recoverable from any other source upon the cancellation of the Journey necessitated by the occurrence of any of the following:

- death or Serious Injury or Sickness of the Insured Person, the Insured Person's Relative or the Travel Companion or the death of the Insured Person's business partner residing in Hong Kong during the Pre-Journey Cover Period; or
- the Insured Person becoming infected with the Specified Diseases; or being put under an order of involuntary quarantine for suspected infection of the Specified Diseases by the governmental health and quarantine authorities in Hong Kong and thus preventing the Insured Person from going on the Journey, provided that such infection or suspected infection must take place during the Pre-Journey Cover Period; or
- the Insured Person being called for witness summons or jury service during the Pre-Journey Cover Period; or
- the unexpected issuance of Red Alert or Black Alert by the Security Bureau of the Government of Hong Kong against the scheduled place of visit constituting the Journey on the condition that:
  - the Red Alert or Black Alert against the scheduled place of visit is issued after the Date of Issue of the Policy; and if an OTA Alert has been issued to the scheduled place of visit on the Date of Issue of the Policy, a higher level of OTA Alert being Red Alert or Black Alert is issued after the Date of Issue of the Policy; and
  - the cancellation is made within 7 days prior to the scheduled departure date of the Journey; and
  - the Red Alert or Black Alert shall prevail at the time of cancellation of the Journey; and
  - the Insured Person has taken all reasonable action to seek refund from the travel service provider(s).

The maximum benefit payable for cancellation of Journey under Red Alert is limited to 50% of the relevant loss of travel expenses; whereas the maximum benefit payable under Black Alert is up to 100% of the relevant loss of travel expenses.

### 8.2 Cancellation following delay

The Company will reimburse the Insured Person, up to the Maximum Limit shown under 8.2 in the Schedule of Benefits, for loss of travel expenses paid in advance for the Journey by the Insured Person or for which the Insured Person is legally liable and which are not recoverable from any other source upon the cancellation prior to the commencement of the Journey arising directly from unexpected outbreak of natural disaster at the scheduled destination which causes delay of departure for at least 12 consecutive hours from the time specified in the itinerary supplied to the Insured Person, provided that an Insured Person cannot claim under both Section 8.2 and Section 12 for the same natural disaster event.

An Insured Person can only claim under either Section 8.1 or 8.2 above but not both for the same Journey.

## SECTION 9 - CURTAILMENT EXPENSES

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for additional travelling and hotel expenses or board incurred Overseas and loss of unused travel and/or accommodation expenses paid in advance for the Journey by the Insured Person after the commencement of the Journey consequent upon the Insured Person having to return directly to Hong Kong following:-

- death or Serious Injury or Sickness of the Insured Person, the Insured Person's Relative or the Travel Companion or the death of the Insured Person's business partner residing in Hong Kong during the Journey; or
- the Insured Person becoming infected with the Specified Diseases during the Journey whilst Overseas; or the Insured Person being put under an order of involuntary quarantine Overseas for suspected infection of the Specified Diseases by the local governmental health and quarantine authorities and thus forcing the Insured Person to terminate or cut short the Journey and to return directly to Hong Kong; or
- sudden occurrence of natural disaster at the scheduled place of visit which prevents the Insured Person from continuing the planned Journey; or
- the unexpected issuance of Red Alert or Black Alert by the Security Bureau of the Government of Hong Kong against the scheduled place of visit constituting the Journey on the condition that:
  - the Red Alert or Black Alert against the scheduled place of visit must be issued during the period of the Journey; and if an OTA Alert has been issued to the scheduled place of visit on the Date of Issue of the Policy, a higher level of OTA Alert being Red Alert or Black Alert is issued during the period of the Journey; and
  - the Insured Person has taken all reasonable action to seek refund from the relevant travel service providers to minimize the losses.

The maximum benefit payable for curtailment of Journey under Red Alert is limited to 50% of the relevant loss of travel and/or accommodation expenses; whereas the maximum benefit payable under Black Alert is up to 100% of the relevant loss of travel and/or accommodation expenses.

## SECTION 10 - BAGGAGE AND PERSONAL EFFECTS

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the intrinsic value or cost of repairs, whichever is the lesser, for accidental loss of or damage to baggage or personal effects taken or purchased during the Journey provided:

- if loss occurs
  - while the baggage or personal effects is/are in the possession of hotel staff or a common carrier, proof of such loss must be obtained in writing from the hotel management or the common carrier management and such proof must be provided to the Company, or
  - as the result of a theft, or a forcible taking by way of violent means or the threat of violence, of the baggage or personal effects from the Insured Person by another person, such loss must be reported to the police at the place of the loss no more than 24 hours from the incident. Any claim must be accompanied by a detailed written documentation from such police.
- the amount payable in respect of any article, pair or set shall not exceed the amount shown in the Schedule of Benefits. Subject to the foregoing, the aggregate amount payable for all items of photographic, electronic, audio and /or visual equipment shall further be limited to the amount shown in the Schedule of Benefits.
- the Company at its option may reinstate or repair in respect of articles not older than one year.
- the Company at its option may reinstate or repair, subject to due allowance of wear and tear and depreciation in respect of articles of more than one year.
- the Insured Person takes every possible step to ensure that their baggage or personal effects are not left unattended.

An Insured Person cannot claim under both Sections 10 and 11 for the same items

## SECTION 11 - BAGGAGE DELAY

The Company will pay the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, in the event that his checked-in baggage is being delayed as a result of it being misdirected or temporarily misplaced by the Common Carrier that he is riding on for a period of at least 8 consecutive hours after his arrival at the airport of the scheduled destination Overseas during the Journey. Proof of such baggage delay must be obtained in writing from the management of such Common Carrier and be provided to the Company.

An Insured Person cannot claim under both Sections 10 and 11 for the same items.

## SECTION 12 - TRAVEL DELAY

### 12.1 Cash Allowance

The Company will pay the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, in the event that the departure of the licensed aircraft or sea vessel in which the Insured Person had arranged to travel on the Journey is delayed for at least 6 consecutive hours from the time specified in the itinerary supplied to the Insured Person due to natural disaster, inclement weather, mechanical breakdown of the licensed aircraft or sea vessel, strike or industrial action or other job action by the employees of the licensed aircraft, sea vessel, airport or port; or the grounding of the licensed aircraft as a result of mechanical or structural defects ("Travel Delay"). An additional compensation of up to the amount shown in the Schedule of Benefits will be paid for each further delay of at least 6 consecutive hours thereafter but such compensation shall be limited to the Section Total shown in the Schedule of Benefits. Proof of such Travel Delay must be obtained in writing from the airline or cruise line management and be provided to the Company.

### 12.2 Extra Accommodation and Travelling Expenses

If a valid claim is payable under Section 12.1 above, the Company will also reimburse the Insured Person, up to the Maximum Limit as shown in the Table of Benefits, for the additional necessary, reasonable and irrecoverable accommodation and travelling expenses incurred outside Hong Kong but excluding the cost of drinks, meals and other room services.

An Insured Person cannot claim under both Section 8.2 and Section 12 for the same natural disaster event.

## SECTION 13 - PERSONAL MONEY

### 13.1 Personal Money

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the irrecoverable loss or theft of cash, bank or currency notes, cheques, Octopus cards, postal or money orders or traveller's cheques taken by the Insured Person on the Journey Overseas. Proof of such loss must be obtained in writing from the police at the place of the loss within 24 hours from the incident and be provided to the Company.

### 13.2 Unauthorized Use of Lost Credit Card (Applicable only to Insured Person aged 18 or above)

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the monetary loss due to unauthorized use of credit card within the Journey provided that the credit card is accidentally lost when carried with the Insured Person during the Journey Overseas. The Insured Person must report the incident to the card issuing authority and police at the place of the loss within 24 hours with a Police report obtained and be provided to the Company.

In no event shall the total amount payable under this Section 13 exceed the Section Limit shown in Schedule of Benefits.

## SECTION 14 - AIRCRAFT HIJACK

The Company will pay a compensation to the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for delay or interruption of the Journey, subject to an excess of 12 consecutive hours waiting period from the time specified in the itinerary supplied to the Insured Person, which prevents the Insured Person from reaching the scheduled destination as a result of unlawful seizure and control from the regular crew by use or threatened use of violent means ("Hijack") of a licensed aircraft on which the Insured Person is a fare-paying passenger. Proof of aircraft Hijack must be obtained in writing from the airline management and be provided to the Company.

## SECTION 15 - TRAVEL DOCUMENTS

### 15.1 Travel Documents Replacement Cost

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the cost of replacing Hong Kong Identity Cards, credit cards, driving licences, home visit permits (回鄉證), visas or passports of the Insured Person which have been lost, stolen or damaged on the Journey Overseas, and any additional travelling expenses and/or accommodation expenses (excluding the cost of drinks, meals and other room services) reasonably and necessarily incurred Overseas, provided that the travelling class and/or the room type for the accommodation shall not be better than the original travelling class and/or the room type for the accommodation in the Journey. Proof of such loss must be obtained in writing from the police at the place of the loss within 24 hours from the incident and be provided to the Company.

### 15.2 Emergency Cash

The Company will pay a daily cash benefit to the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, if the Insured Person's loss of essential travel documents aboard prohibits the Insured Person from completing the Journey until the earliest of the followings:

- the document is replaced or recovered,
- the Insured can continue with the Journey, or
- the Insured Person can leave the place where the loss occurred, provided a valid claim is payable under Section 15.1 at the same time.

In no event shall the total amount payable under this Section 15 exceed the Section Limit shown in Schedule of Benefits.

## SECTION 16 - RENTAL VEHICLE EXCESS (Applicable only to Insured Person aged 18 or above)

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the rental vehicle excess if during the Journey Overseas the Insured Person rents or hires a private car or campervan from a licensed rental organization under a valid rental agreement by which the Insured Person is held responsible to pay an excess (or deductible or similar condition) for the accidental loss of or damage to the rental vehicle as imposed by a valid motor insurance policy applicable to the said rental agreement.

Provided that:

- the accidental loss or damage is caused whilst the rental vehicle is under the custody and control of the Insured Person; and
- the Insured Person has complied with all the requirements as stipulated in the rental agreement; and
- the Insured Person was at the time of the accident duly licensed to drive the rental vehicle and was not taking part in any kind of race.

## SECTION 17 - MISSED EVENT

The Company will reimburse the Insured Person, up to the Maximum Limit shown in the Schedule of Benefits, for the loss of the ticket cost paid in advance by the Insured Person or for which the Insured Person is legally liable and which is not recoverable from any other source in case the Insured Person is unable to attend the sporting, musical or entertainment event held Overseas due to the cancellation or curtailment of the Journey necessitated by the occurrence of any of the events specified in Section 8 or 9 of this Policy, provided a valid claim is payable under either of the afore-mentioned Section at the same time.

An Insured Person cannot claim under both Section 8 or 9 and Section 17 for the same item.

## SECTION 18 - CREDIT CARD PROTECTION (applicable only to Insured Person aged 18 or above)

If a claim is payable under this Policy for death of the Insured Person solely caused by an injury arising from an accident occurring during the Journey, the Company will pay the outstanding balance as at the date of such accident charged to the Insured Person's credit card(s) for purchase made during the Journey, up to the Maximum Limit shown in the Schedule of Benefits.

## SECTION 19 - HOME CONTENTS PROTECTION

If the Insured Person suffers loss of or damage to the Home Contents of his principal residence in Hong Kong (the "Home") as a result of burglary accompanied by forcible and violent entry to or exit from the premises whilst the Home is unoccupied during the Journey, the Company will pay the Insured Person cost of replacement or repair of such Home Contents up to the Maximum Limit shown in the Schedule of Benefits. Notice must be given to the police immediately upon the Insured Person becoming aware of the loss or damage to the Home Contents as a result of the burglary.

## 5. EXCLUSIONS

The Company will not pay claims directly or indirectly occasioned by, happening through or in consequence of:

### ALL SECTIONS

- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government of public or local authority.
- Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof, whether sane or insane.
- Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an accident.
- Pre-existing Condition, nervous or mental disease or disorder, AIDS, venereal disease, or any congenital or hereditary condition.
- Intoxication by alcohol, narcotics or drugs not prescribed by a legally Qualified Medical Practitioner, and treatment in connection with addiction to drugs or alcohol, cosmetic or plastic surgery.
- Claims in respect of any loss more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or government insurance policy, fund or scheme.
- Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
- Any breach of government regulation or any failure by the Insured Person to take responsible precaution to avoid a claim under the Policy following the warning of any intended riot, civil commotion through or by general mass media.
- Hitchhiking, backpacking, mountaineering or trekking at an altitude greater than 3,000 metres above sea level or diving to a depth greater than 20 metres below sea level, motorcycling, big game hunting, deep sea fishing, riding or driving or taking part as a passenger in any kind of race, or engaging in any sport in a professional capacity where the Insured Person would or could earn remuneration from engaging in such sport.
- Aerial activities (other than parachuting, hot air ballooning, or travelling as a fare-paying passenger in a properly licensed aircraft operated by a duly licensed airline or air charter company over a regular route and flown by a properly licensed pilot).
- Any Insured Person engaging in naval, military or airforce service or operations, testing of any kind of conveyance, or being employed as a manual worker, actor/actress, tour guide, tour escort, crew member or operator of airline or cruise line, or whilst engaging in mining, aerial photography, handling of explosives or offshore activity such as commercial diving or oil rigging.
- Loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This particular exclusion is not applicable to Section 5 – Personal Accidental provided the death or disablement does not arise from any of terrorism involving the use or release or the threat thereof any nuclear weapon or device, nuclear energy, radioactivity of any kind, or chemical or biological agent.  
For the purpose of this policy, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.  
This Policy also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- Claims directly or indirectly caused by, resulting from or in connection with any nuclear weapon or device, nuclear energy, radioactivity of any kind, or any chemical or biological material or agent.
- Cyber Loss Absolute Exclusion

(1) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.

(2) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- the use or operation of any Computer System or Computer Network;
- the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- access to, processing, transmission, storage or use of any Data;
- inability to access, process, transmit, store or use any Data;
- any threat of or any hoax relating to (i) to (iv) above;
- any error or omission or Accident in respect of any Computer System, Computer Network or Data.

- (3) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (4) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (5) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- (6) When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.
- (o) Sanction Limitation and Exclusion  
The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- (p) COVID-19 or Pandemics Exclusion  
Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived : –
- (1) Coronavirus (COVID-19) including any mutation or variation thereof; or
  - (2) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

#### SECTIONS 1, 2 and 3

- (a) The Insured Person travelling against medical advice or for the purpose of seeking medical treatment.
- (b) Special nursing care or charges and expenses for wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period.
- (c) Nervous or mental disease or disorder, AIDS, venereal disease, congenital anomalies or deformities.
- (d) Damage to sound natural teeth due to chewing or biting.
- (e) Non-emergency dental work or any dental work using precious metals or precious stones.
- (f) Replacing or repairing the existing dental prostheses (including but not limited to dentures, artificial teeth, crowns, caps, bridges, clasps, habit appliances and partials) even if damaged in an eligible injury.
- (g) In no event do the services guaranteed by EAHK entitle the Insured Person to reimbursement unless such services are provided by and through EAHK.

#### SECTION 4

- (a) The Insured person travelling against medical advice.
- (b) The Insured person travelling for the purpose of obtaining medical treatment or for rest and recuperation following any injury or illness sustained prior to the Journey.

#### SECTION 7

- (a) Legal liability arising in connection with any motor vehicles, motor cycle, aircraft or sea vessel.
- (b) The Insured Person's trade, business or profession.
- (c) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement.
- (d) Bodily injury (including death or illness) or loss of or damage to property of the Insured Person or the member of the Insured Person's family ordinarily residing with the Insured Person or with whom the Insured Person ordinarily resides or any employee of the Insured Person arising out of or in the course of such employment.
- (e) Loss of or damage to property owned or held in trust or in the custody or control of the Insured Person.
- (f) Any punitive and exemplary damages.
- (g) Judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

#### SECTIONS 8, 9 and 17

- (a) At the time of planning the Journey or applying this insurance, any circumstances including but not limited to Pre-existing Conditions which should have been known or expected that it might eventually trigger the cancellation or curtailment.
- (b) Any failure to take immediate steps to inform the travel service provider(s) if it is found necessary to cancel or curtail the travel arrangements.
- (c) Any loss arising from pregnancy to childbirth.
- (d) Delay by carrier.
- (e) The financial collapse or negligence of or default of the travel service provider(s).
- (f) Any government regulation or Act.

#### SECTION 10

- (a) The following classes of property are excluded from coverage: animals, plants, consumable products, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household effects, antiques, aerial photographic equipments, jewellery, stamps, eyeglasses, artificial teeth or limbs, manuscripts, securities, tickets, documents, money, travellers' cheques, credit cards, bank cards, Octopus cards, postal or money orders.
- (b) Loss of or damage to the contact corneal lenses, fragile or brittle articles unless caused by fire or accident to the conveyance in which they are being carried.
- (c) Loss of or damage to hire or leased property.
- (d) Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel.
- (e) Loss of or damage to Insured Person's baggage sent in advance or articles mailed or shipped separately.

- (f) Loss of or damage to property left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- (g) Loss of or damage to business goods or samples.
- (h) Loss of data recorded on tapes, cards, discs or otherwise.
- (i) Loss of or damage to sports equipment while in use.
- (j) Damage attributed to denting, scratching or marring.
- (k) Loss of or damage to the property whilst in the custody of an airline or other carrier unless reported within 24 hours and a Property Irregularity Report obtained from the airline or a documentary certification or report from the carrier.
- (l) Loss or damage caused by normal wear and tear, gradual deterioration, inherent vice, faulty or defective design or workmanship, mechanical or electrical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.
- (m) Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or custom authorities or risk of contraband or illegal transportation of trade.
- (n) Loss not reported to the police at the place of the loss within 24 hours and no police report obtained.

#### SECTION 12

- (a) At the time of planning the Journey or applying this insurance, any circumstances including which should have been known or expected that it might eventually caused Travel Delay.
- (b) Loss caused by the Insured Person being unable to board the aircraft or sea vessel in which he had arranged to travel arising solely from the delay in departure of the preceding aircraft or sea vessel during the Journey.
- (c) Loss arising from any circumstances if the Insured Person refuses to take the first available alternative transportation offered by the original airline or cruise line management.
- (d) The financial collapse or negligence of or default of the travel service provider(s).
- (e) Any government regulation or Act.

#### SECTION 13

##### Exclusions applicable to Section 13.1

- (a) Loss or theft from an unattended vehicle or place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- (b) Loss not reported to the police at the place of the loss within 24 hours and no police report obtained.
- (c) Any unexplained loss or mysterious disappearance.
- (d) Shortage due to error, omission, exchange or depreciation in value.

##### Exclusions applicable to Section 13.2

- (a) Loss not reported to the local police or cruise ship management within twenty-four (24) hours upon discovery of loss and for which relevant report is not obtained at the place of loss.
- (b) Loss of credit card not immediately reported to the card issuing authority.
- (c) Any unexplained loss or mysterious disappearance.

#### SECTION 15

- (a) Loss or theft from an unattended vehicle or place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such travel document.
- (b) Loss not reported to the police at the place of the loss within 24 hours and no police report obtained.
- (c) Claim for both temporary and permanent versions of the same travel document. In the event of such loss, an Insured Person may claim under either one version of the same travel document.

#### SECTION 16

- (a) Any illegal or unlawful use of the rental vehicle.
- (b) The Insured Person who is driving or in charge of the rental vehicle being under the influence of alcohol or drugs.

#### SECTION 18

- (a) Any circumstances if the Insured Person is entitled to indemnity under any other insurance policy.
- (b) Any interest accrued or financial charges or charges/fee of similar nature.

#### SECTION 19

- (a) Loss or damage of animals, plants, motor vehicles (including accessories), motorcycles, bicycles, any other conveyances, antiques, jewellery, eyeglasses, stamps, manuscripts, securities, tickets, documents, computer system records, money, travellers' cheques, credit cards, bank cards, Octopus cards, postal or money orders.
- (b) Loss due to use of any key or duplicate thereof to gain access to the Home irrespective whether the key belongs to the Insured Person.
- (c) Loss caused or facilitated by the reckless or wilful act of the Insured Person or the Insured Person's family member.
- (d) Loss not reported to the police within 24 hours of its discovery and with no police report obtained.



## 6. CONDITIONS

### 6.1 IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) together with the Proposal Form and any other information supplied by the Insured or on his behalf should be the basis of this Policy and shall be read together as one contract.

### 6.2 INTERPRETATION OF COVER

This Policy shall be interpreted in accordance with the laws of Hong Kong and is subject to the jurisdiction of Hong Kong.

### 6.3 FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim.

### 6.4 CHANGE IN RISK

During the currency of this Policy the Insured Person must advise the Company of any change in any material fact or any circumstance which would increase the risks covered under this Policy.

### 6.5 POLICY VOIDABLE

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured Person or his representative.

### 6.6 DUTY OF CARE

The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property and for the prevention of injury, loss or damage as the circumstances may require, and to minimise any loss or damage as if uninsured. The Insured Person shall also take every possible step to ensure that his property is not left unattended.

### 6.7 POSSESSION RIGHTS

The Company and any person authorised by the Company may without hereby incurring any liability or diminishing any of its rights under this Policy:

- (a) take or keep possession of the lost or damaged property covered by this Policy;
- (b) take possession of or require to be delivered to the Company any property covered by this Policy and deal with such property for all reasonable purposes and in any reasonable manner.

No property covered by this Policy may be abandoned to the Company whether taken possession of by the Company or not.

### 6.8 MORE THAN ONE POLICY

The Insured Person shall not be insured for the same Journey under more than one Travel Insurance Policy issued by the Company. In the event of the Insured Person being insured under more than one such Policy, the Company will consider the Insured Person to be insured under the Policy which provides the largest amount of benefit. The Company will refund any excess insurance premium payment which may have been made by the Insured Person.

### 6.9 PREMIUM REFUND OPTION

If any level of Outbound Travel Alert is issued to the scheduled place of visit prior to the scheduled departure of the Journey, the Insured Person may select to apply in writing to cancel the Policy before commencement of such Journey and have the full refund of the premium paid provided no losses payable thereunder have been incurred. Once cancelled, all Policy cover shall be forfeited.

### 6.10 INSURANCE COVER

Except otherwise provided under Condition 6.9 above, the insurance cover shall be non-renewable, non-endorseable and non-cancellable once the Policy is issued.

### 6.11 HONG KONG RESIDENT

It is a condition under this Policy that all Insured Persons under this Policy must be Hong Kong residents normally residing in Hong Kong.

### 6.12 CLAIMS PROCEDURE

Notice shall be given to the Company within one (1) calendar month of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to the Company.

### 6.13 PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured Person to have a medical examination of the Insured Person from time to time or in case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a court order presuming his death.

### 6.14 NOTIFY AUTHORITIES

If the property insured under Section 10 or 19 of this Policy shall be lost or damaged, the Insured Person shall take all reasonable measures to protect, save and recover it, and shall also promptly notify the police at the place of the loss, hotel, transportation company or transportation terminal.

### 6.15 TO WHOM INDEMNITIES PAYABLE

Unless otherwise requested, all benefits provided will be payable to the Insured Person, after receipt of proof acceptable by the Company. Indemnity for loss of life of the Insured Person is payable to the Estate of the Insured Person. The receipt of such indemnities shall discharge the Company from its liabilities under these benefits.

### 6.16 DEFENCE

The Company at its option, shall in the event of any claim by a third party which is indemnified by this Policy, be entitled to take over and conduct the defence or settlement of such claim. Any obligations assumed by the Company under this Condition shall cease immediately when the Benefit amount is paid or becomes payable by the Company.

### 6.17 SUBROGATION

Immediately the Company has fulfilled its obligations entirely under this Policy with regard to payment of a claim to the Insured Person, the Company shall be entitled to all of the Insured Person's rights of recovery against any third party who may be responsible for the loss or damage occasioned by the Insured Person.

### 6.18 ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

### 6.19 DISCLAIMER

The Company makes every effort to see that only high quality services are offered by EAHK to the Insured Person. However, the Company is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or any of the consequences arising therefrom.

### 6.20 COMPLIANCE WITH POLICY CONDITIONS

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

### 6.21 RIGHTS OF CONTRACT THIRD PARTIES

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## 7. EAHK SPECIAL CONDITIONS

### 7.1 IN THE EVENT OF AN EMERGENCY

The Insured Person or his representative must call the EAHK in Hong Kong at **(852) 2861 9299** before undertaking any personal action or payment. The Insured Person or his representative is required to state:

- (a) The Insured Person's name;
- (b) The Insured Person's Policy Number;
- (c) Nature of Injury or Sickness;
- (d) Details of attending physician, if available; and
- (e) Present location and contact particulars.

Note: Any personal action or payment by the Insured Person or his representative in relation to emergency assistance services without prior consent or arrangement by EAHK will not be reimbursed.

### 7.2 MEDICAL AUTHORISATION

The Company through EAHK would evacuate or repatriate the Insured Person only when medical authorisation from the attending physician and the EAHK medical advisors certify that an evacuation or a repatriation is necessary.

### 7.3 COOPERATION

The Insured Person and/or his representative must cooperate fully with EAHK medical advisors and/or its agents who shall have free and full access to the Insured Person to ascertain his condition. If the Insured Person and/or his representative unreasonably fails to cooperate, the Insured Person shall not be entitled to the above assistance and services.

### 7.4 AUTHORITY

EAHK shall have the authority to make the final decision on the mode of the relevant assistance and services. Should the relevant assistance and services reasonably proposed by EAHK be rejected, no claim shall be payable in respect thereof.

### 7.5 IN GOOD FAITH

EAHK shall undertake to provide all necessary assistance and services in good faith and shall make every possible attempt to perform as efficiently as possible but shall not be held liable for circumstances and conditions beyond its control.

### 7.6 RIGHT OF RECOVERY

In the event a payment is made by the Company or EAHK on behalf of the Insured Person under Policy Events, Sections 1 which is not indemnifiable by this Policy, the Insured Person will immediately upon notice from the Company, reimburse to the Company such amounts so expended or such amounts which the Company will become liable to pay.

If the total charges for the services rendered by EAHK exceed the relevant benefit payable under this Policy, then the Insured Person shall be liable for all such excess charges.

END



■ 此譯本僅供參考，如與英文原文有歧異，概以英文本為準 ■

請細閱保險單內容並及時要求本公司進行必要的修改。

## 1. 保障範圍

茲承**受保人**已繳付保費，並單任何有關應做或應遵守的條款及條件，當其遇過本保險單所載之任何**承保項目**時，**招商永隆保險有限公司**（以下稱為「**本公司**」）將依照本保險單的條款、條件及不保事項支付**保單利益**予**受保人**，或在**受保人**身故的情況下，支付予其遺產繼承人。

## 2. 定義

- 2.1 「**保單利益**」指本保險單所載各項**承保項目**的對照保障金額，而這些**承保項目**的最高賠償額均以每一位**受保人**為基礎。於保險單起保日期年齡為十七歲或以下的**受保人**，除非在投保書、承保表或批單中另有註明，其**保單利益**將為本保險單所載保障金額的百分之五十。
- 2.2 「**公共交通工具**」指由正式持牌運載乘客的運輸商所提供及經營的機動客運交通工具，但並不包括承包或私營的運輸工具、或任何其他主要為乘客提供觀光或遊覽服務以及消遣活動的運輸工具。
- 2.3 「**中醫、針灸及跌打治療**」指任何根據《中醫藥條例》（香港法例第 549 章）在香港中醫藥管理委員會註冊的人仕提供的治療。
- 2.4 「**醫院**」指合法經營並設有完善的診斷及外科手術設備和二十四小時護理及醫療監護設備，為受傷及患病人士提供護理和治療的院舍設施（老人院、慢性病或康復或療養院舍除外）。
- 2.5 「**家居財物**」指**受保人**之住所遭竊時，**受保人**所擁有及置於住所內之任何傢俬、裝飾、家居物品及任何個人財物包括**受保人**或其家庭成員租用的家庭器具。
- 2.6 「**香港**」指中華人民共和國香港特別行政區。
- 2.7 「**損傷**」指在**旅程**期間，純粹因意外、可見及外在因素（不包括任何疾病、病症或醫源性疾病）而直接導致的身體受傷。根據第八部分，「**損傷**」指於**旅程前保障期**內，純粹因意外、可見及外在因素（不包括任何疾病、病症或醫源性疾病）而直接導致的身體受傷。
- 2.8 「**受保人**」指保險單上註明的受保人。
- 2.9 「**旅程**」始於**受保人**在其安排展開**旅程的公共交通工具**預定離港時間前四小時內，離開其住所或固定工作地點直接前往離港地點開始受保**旅程**，或本保險單上載明的起保日期，以較晚者為準。「**旅程**」結束於**受保人**抵港後四小時內直接返回其住所或固定工作地點，或本保險單上載明的終止日期，以較早者為準。
- 2.10 「**醫療費用**」指**受保人**須支付給**註冊醫生**、內科醫生、外科醫生、**醫院**和/或救護車服務的合理費用，包括醫藥、手術、護理、其它醫療費包括物理治療、脊椎指壓治療、X光檢查、醫療設備及租用救護車，但不包括牙科治療費用，除非該治療費用是因意外引致健全及天然牙齒**損傷**而必需的，也不包括本保險單第1.2部分所支出的任何費用。本保險單僅賠償**註冊醫生**書面處方及診斷的**醫療費用**。
- 2.11 「**單程旅程保障**」為不擬回港的**受保人**提供的保障。此保障將於抵達最後目的地的時間起計5天後，或原定保險期限後終止，以較早者為準。
- 2.12 「**外遊警示**」指由香港特別行政區政府基於**外遊警示制度**而發出的顏色編碼警示，用以協助旅客評估海外目的地的旅遊風險。有關**外遊警示**分為三級：「**黃色警示**」、「**紅色警示**」及「**黑色警示**」。本公司會根據香港政府就**外遊警示制度**的改動隨時更新「**外遊警示**」的定義。
- 2.13 「**海外**」指**受保人**在**旅程**中**香港**區域以外的目的地。
- 2.14 「**保險期限**」指由本保險單上載明的起保日期開始直至終止日期，及**受保人**已支付且本公司已接受保費的任何後續期間。**旅程**在不可避免的情況下遭到延誤，保障將會自動延期，最長期限為十天。
- 2.15 「**已存在之狀況**」指於**旅程**出發前已存在的任何**損傷**、**疾病**、**身體**或**健康狀況**。根據第八部分，「**已存在之狀況**」指於**旅程前保障期**之前已存在的任何**損傷**、**疾病**、**身體**或**健康狀況**。
- 2.16 「**旅程前保障期**」指始於以下三者中較晚之日期，並結束於**旅程**預定的離境日期，這期間的一段保障期：  
(a) **旅程**預定離境日期前30日；或  
(b) 保單簽發日；或  
(c) **受保人**已繳付**旅程**訂金當日。
- 2.17 「**註冊醫生**」指得到當地政府承認並合法授權在其管轄範圍內提供醫療服務的人仕，但不包括**受保人**本人或其親屬等人仕。
- 2.18 「**親屬**」指居住於**香港**的配偶、父母、配偶的父母、子女、配偶的子女、祖父母、孫子女、兄弟、姊妹、配偶的兄弟姊妹。
- 2.19 「**二級程度燒傷**」指經由**註冊醫生**證明表皮及表皮下方皮層因燃燒而遭受損壞或破壞。
- 2.20 「**嚴重損傷或嚴重疾病**」指需要由**註冊醫生**治療並經該**註冊醫生**證明對生命構成危險和/或必須被限制於**醫院**且不適宜旅遊或不適宜繼續受**旅程**的**損傷**或**疾病**。當**受保人**的**親屬**發生**嚴重損傷**或**嚴重疾病**時，**嚴重損傷**或**嚴重疾病**是指需要在**醫院**接受治療並由**註冊醫生**證明對生命有危險，並導致**受保人**中止或取消受保**旅程**的**損傷**或**疾病**。
- 2.21 「**疾病**」指在**旅程**期間所罹患或感染的疾病或病症，當中包括**指定疾病**的首次感染，惟不包括任何**已存在之狀況**。根據第八部分，「**疾病**」指在**旅程前保障期**內所罹患或首次感染的疾病或病症，惟不包括任何**已存在之狀況**。
- 2.22 「**指定疾病**」指人類豬型流感(H1N1)、禽流感(H5N1)、嚴重急性呼吸系統綜合症(沙士)及/或中東呼吸綜合症(MERS)。
- 2.23 「**三級程度燒傷**」指經由**註冊醫生**證明全部皮膚層和組織因燃燒而遭受損壞或破壞。
- 2.24 「**旅遊夥伴**」指在整個**旅程**中與**受保人**同行並就相同**旅程**受保於**本公司**的人仕。  
除非內文另有說明，否則帶有任何性別的詞語和表達也適用於所有其他性別，單數形式的詞語和表達包括複數，複數形式的詞語和表達包括單數。遵守和履行本保險

## 3. 保障表

除非另有說明並受限於任何部分的任何細分項目的限制，**本公司**在每個部分對**受保人**任何一次**旅程**的最大責任如下面的保障表所示：

承保項目	最高賠償額 <sup>1</sup> 每一受保人 (港幣)
<b>第一部分 醫療及其他費用</b>	
<b>1.1 醫療費用</b>	
1.1.1 在海外診治的 <b>醫療費用</b>	1,000,000港元
1.1.2 在海外診治的 <b>中醫、針灸及跌打治療費用</b>	4,000港元 (每日每次200港元)
1.1.3 回港後跟進覆診的 <b>醫療費用</b> (其中包括回港後跟進覆診之 <b>中醫、針灸及跌打治療</b> 的費用 (每日每次200港元，最高限額4,000港元))	本部分最高賠償額未用餘額的100% 本部分最高賠償額未用餘額的10% 15,000港元(每次1,500港元)
• 意外 <b>損傷</b>	
• <b>疾病</b>	
1.1.4 創傷治療	500港元
1.1.5 在海外尋找 <b>醫院</b> 的交通費	
<b>1.2 其他費用</b>	
1.2.1 緊急醫療撤離	實際費用
1.2.2 醫療護送返港	實際費用
1.2.3 遣體運返	實際費用
1.2.4 入院接金保證	5,000美元
1.2.5 家屬探望	
- 來回經濟客位機票一張，及	實際費用
- 由此引致的住宿費用	10,000港元(每日2,000港元)
1.2.6 護送同行子女	實際費用
1.2.7 二十四小時旅遊支援熱線	已包括
<b>本部分最高賠償額</b>	<b>1,000,000港元</b>
<b>第二部分 私家看護費用</b>	
私家看護費用	5,000港元
<b>本部分最高賠償額</b>	<b>5,000港元</b>
<b>第三部分 住院津貼</b>	
住院現金津貼	每日500港元
<b>本部分最高賠償額</b>	<b>10,000港元</b>
<b>第四部分 身故恩恤金</b>	
恩恤現金津貼	20,000港元
<b>本部分最高賠償額</b>	<b>20,000港元</b>
<b>第五部分 個人人身意外</b>	
<b>適用於18歲至75歲的受保人</b> (以保單起保日期計算)	
5.1 意外死亡或永久性傷殘	1,000,000港元
5.2 在公共交通工具或在搶劫期間意外死亡或永久性傷殘	1,500,000港元
5.3 燒傷保障 (二級及三級燒傷)	300,000港元
<b>適用於17歲或以下或76歲或以上的受保人</b> (以保單起保日期計算)	
5.1 意外死亡或永久性傷殘	500,000港元
5.2 在公共交通工具或在搶劫期間意外死亡或永久性傷殘	不適用
5.3 燒傷保障 (二級及三級燒傷)	150,000港元
<b>本部分最高賠償額</b>	<b>500,000港元</b>
<b>適用於18歲至75歲的受保人</b>	
<b>適用於17歲或以下或76歲或以上的受保人</b>	
<b>1,500,000港元</b>	
<b>500,000港元</b>	
<b>第六部分 殮葬費用</b>	
殮葬費用	20,000港元
<b>本部分最高賠償額</b>	<b>20,000港元</b>
<b>第七部分 個人責任</b>	
個人責任	2,000,000港元
<b>本部分最高賠償額</b>	<b>2,000,000港元</b>
<b>第八部分 訂金及取消消費</b>	
8.1 因指定原因而取消 <b>旅程</b> ；或	40,000港元
8.2 <b>旅程</b> 延誤後取消 <b>旅程</b>	3,000港元
<b>本部分最高賠償額</b>	<b>40,000港元</b>

<b>第九部分 縮短旅程</b> 縮短旅程 <b>本部分最高賠償額</b>	40,000港元 <b>40,000港元</b>
<b>第十部分 行李及個人物品損失</b> - 任何一件、一對或組合的筆記本電腦或手提電話，包括配件(每名受保人只限每樣各一件) - 任何一件、一對或組合的其他行李或個人物品 - 所有攝影、電子、音頻和/或視頻設備的總額 <b>本部分最高賠償額</b>	3,000港元 5,000港元 10,000港元 <b>20,000港元</b>
<b>第十一部分 行李延誤</b> 在海外期間行李延誤超過連續8小時的現金津貼 <b>本部分最高賠償額</b>	1,000港元 <b>1,000港元</b>
<b>第十二部分 旅程延誤</b> 12.1 每連續6小時的旅程延誤現金津貼；或 12.2 額外的住宿和旅行費用 <b>本部分最高賠償額</b>	300港元 3,000港元 <b>3,000港元</b>
<b>第十三部分 個人金錢</b> 13.1 個人金錢；或 13.2 遺失之信用卡被盜用 <sup>2</sup> <b>本部分最高賠償額</b>	3,000港元 5,000港元 <b>5,000港元</b>
<b>第十四部分 飛機騎劫</b> 飛機騎劫(每天) <b>本部分最高賠償額</b>	3,000港元 <b>30,000港元</b>
<b>第十五部分 旅行證件</b> 15.1 補領費用，包括額外的交通和住宿費用；或 15.2 緊急現金 <b>本部分最高賠償額</b>	10,000港元 5,000港元(每日500港元) <b>10,000港元</b>
<b>第十六部分 租車自負額<sup>2</sup></b> 租車自負額 <b>本部分最高賠償額</b>	5,000港元 <b>5,000港元</b>
<b>第十七部分 缺席重點旅遊項目</b> 缺席重點旅遊項目 <b>本部分最高賠償額</b>	3,000港元 <b>3,000港元</b>
<b>第十八部分 信用卡保障<sup>2</sup></b> 信用卡保障 <b>本部分最高賠償額</b>	30,000港元 <b>30,000港元</b>
<b>第十九部分 家居物品保障</b> 任何一件、一對或組合的家居物品 <b>本部分最高賠償額</b>	5,000港元 <b>30,000港元</b>
1. 17歲或以下受保人的最高保障為受保限額的50%。 2. 不適用於 17 歲或以下的受保人。	

## 4. 承保項目

### 第一部分 醫療及其他費用

#### 1.1 醫療費用

本公司將以不超過保障表所示的最高賠償額為限，賠償受保人：

- 1.1.1 因**損傷或疾病**及於事發後十二個月內在**海外**診治引致的**醫療費用**；及
- 1.1.2 **中醫、針灸及跌打治療**的費用。
- 1.1.3 由**海外**返港後三個月內就上述**損傷或疾病**覆診的**醫療費用**，惟該**醫療費用**必須為跟進**受保人**就**旅程**中具**海外註冊醫生**的書面診斷而需支出的診金或治療費用。**受保人**每人可獲之最高賠償額以不超過保障表所示為限，其中包括回港跟進覆診**中醫、針灸及跌打治療**費用的限額。  
在**香港**住院的**醫療費用**（住院醫生費、手術費、手術室費和麻醉師費除外）賠償額按所入住院病房級別調整，半私家病房調整為50%；或私家病房調整為25%。
- 1.1.4 **創傷治療**  
若在**受保旅程**中，**受保人**作為創傷性事故第一手信息的目擊者或為創傷事故的受害人遭受**身體損傷**，並經**註冊醫生**診斷罹患創傷後遺症，**本公司**將賠償**受保人**在**旅程**中及/或從**海外**返港後三個月內引起的合理和必要的創傷諮詢服務費，最高賠償額以不超過保障表所示為限。
- 1.1.5 若**受保人**在**旅程**中遭受**損傷或疾病**的情況下，**受保人**為尋求到**海外醫院**診治而招致的合理交通費，最高賠償額以不超過保障表所示為限。

#### 1.2 其他費用

##### 1.2.1 緊急醫療撤離

若**受保人**於**海外**期間遭受**嚴重損傷或嚴重疾病**，而當地醫療設施不足，**本公司**將通過及使用Europort Assistance Hong Kong Limited("EAHK")的服務，根據當地主診醫生和EAHK醫學顧問的判斷，及**受保人**醫療狀況的嚴重性，安排及支付最適當的緊急醫療護送工具，運送**受保人**從當地的醫療設施至最近、並可提供完善護理服務的醫療設施接受治療。而**本公司**通過EAHK安排的醫療護送工具可能包括：安排一位醫生和/或護士與**受保人**同行、乘搭空中救護車、乘搭固定航班、使用鐵路、道路或其他適當的運輸工具。

##### 1.2.2 醫療護送返港

若**受保人**於**海外**期間遭受**損傷或疾病**並在接受適當治療後，經醫學建議認為其適合醫療護送返港繼續接受治療，**本公司**將通過及使用EAHK的服務，安排及支付乘搭航班（經濟客位）或其他適當的運輸工具（以經濟客位為準則）護送**受保人**返港。惟**受保人**需交出其原有之未使用的回程票，即使該回程票已是無效。而任何有關醫療護送**受保人**返港的判斷，必須由當地主診醫生及EAHK醫學顧問共同地作出。

##### 1.2.3 遺體運返

若**受保人**在**旅程**中不幸身故，**本公司**以不超過保障表所示的賠償額為限，將通過及使用EAHK的服務，安排及支付以下事項：

- (a) 處理及運送遺體返港；或
- (b) 遺體於**海外**土葬，但費用以不超過運送遺體返港所需的費用為限。

##### 1.2.4 入院按金保證

若**受保人**於**海外**期間因**損傷或疾病**，經當地主診醫生及EAHK支援中心之當值醫生認可需要入院接受緊急治療，同時**受保人**在無法支付入院按金的情況下，**EAHK**將代表**本公司**提供該筆款項保證，以不超過5,000美元為限。而**受保人**必須在EAHK給予此服務當日起計，於四十五天內將該筆款項免利息償還予**本公司**。

##### 1.2.5 家屬探望

若**受保人**於**海外**期間，因**損傷或疾病**而導致死亡或需要住院接受治療超過連續七天，**本公司**將通過EAHK的服務，安排及支付**受保人**的一名親屬由**香港**出發前往探望**受保人**的旅程費用（以經濟客位為準則），及以不超過保障表所示的賠償額為限，支付合理地招致的住宿費用，但不包括酒店內任何飲料、膳食及房間服務支出。

##### 1.2.6 護送同行子女

若**受保人**於**海外**期間，因**損傷或疾病**而需要住院接受治療，**本公司**將通過EAHK的服務，安排及支付護送十六歲以下乏人照顧之同行子女回港的旅程費用（以經濟客位為準則）。惟**受保人**需交出其同行子女持有之未使用的回程票，不論該回程票是否仍然有效。而EAHK將按照情況需要安排合資格的人士陪同護送。

##### 1.2.7 二十四小時旅遊支援熱線

**本公司**將通過及使用EAHK的全球網絡，為**受保人**提供以下支援：

- (a) EAHK支援中心當值醫生提供的緊急醫療電話諮詢服務；
- (b) 全球醫生及醫院轉介服務；
- (c) 若當地醫生服務欠奉，經EAHK支援中心當值醫生同意，在情況許可及在法律允許的情況下提供派遣醫生服務（須自付醫生費用）；
- (d) 若**受保人**必要的藥物和/或醫療器材於當地欠奉，經EAHK支援中心當值醫生同意，在情況許可及在法律允許的情況下提供送遞服務（須自付藥物及醫療器材費用）；
- (e) 若**受保人**不幸於**海外**入院，除不時會監察病人的情況外，也會提供家庭成員其最新醫療狀況；
- (f) 全球法律轉介服務；
- (g) 旅遊資訊服務如下：
  - (i) 最新旅遊健康防疫注射的要求及需要
  - (ii) 全球天氣資訊
  - (iii) 各地機場稅
  - (iv) 各國海關要求
  - (v) 各國護照及簽證要求
  - (vi) 各國領事館及大使館地址及聯絡電話
  - (vii) 外匯匯率
  - (viii) 銀行業務工作日
  - (ix) 各地語言資訊
  - (x) 安排翻譯服務
  - (xi) 安排護送兒童服務
  - (xii) 因應醫療需要，安排傳達緊急訊息
  - (xiii) 搜尋遺失行李服務
  - (xiv) 緊急更改旅程路線安排

重要提示：**受保人**可自願性使用上述1.2.7項目內的服務安排，並須自行支付其要求服務的一切費用。

## 第二部分 私家看護費用

本公司以不超過保障表所示的最高賠償額為限，將賠償受保人在旅程中因損傷或疾病而須於海外住院接受治療期間需要僱用私家看護的費用。惟申請索償時必須提供註冊醫生的醫學建議，證明受保人當時有需要僱用私家看護。

## 第三部分 住院津貼

若受保人因第一部分可供承保的損傷或疾病而須於海外住院接受治療的醫療費用。本公司以不超過保障表所示的最高賠償額為限，支付受保人每天的住院現金津貼（以每連續24小時作一天計），惟受保人必須得到醫院出具的住院書面證明，並將該證明提供給本公司方可索償。

## 第四部分 身故恩恤金

若受保人在旅程中因感染突發之疾病而引致死亡，本公司以不超過保障表所示的最高賠償額為限，支付一筆身故恩恤金予其遺產繼承人。

## 第五部分 個人人身意外

每一位受保人就每一次旅程之賠償額以不超過保障表所示為限。

### 5.1 意外死亡或永久性傷殘

若受保人在旅程中純粹因意外損傷而導致在該意外發生後十二個月內死亡或永久性傷殘，本公司會按下述賠償表所列之百分比，及以不超過保障表5.1項所示為限賠償。

賠償表	
項目	最高賠償額百分比
1. 意外死亡	100%
2. 永久性完全癱瘓	100%
3. 喪失肢體（單肢或多肢）	100%
4. 完全的及不能治癒的精神失常	100%
5. 單目或雙目永久性完全失明（包括對光線的感覺）	100%
6. 單目或雙目永久性完全失明（但對光線仍有感覺）	50%
7. 完全喪失眼球晶體或眼球晶體永久性完全喪失功用： (a) 雙目；或 (b) 單目	75% 50%
8. 永久性完全失聰： (a) 雙耳； (b) 單耳	75% 15%
9. 下列身體部份完全斷離或永久性完全喪失其功用： (a) 一隻手之拇指及四隻手指 (b) 一隻手之四隻手指 (c) 拇指 (i) 兩個關節；或 (ii) 一個關節 (d) 食指 (i) 三個關節；或 (ii) 兩個關節；或 (iii) 一個關節 (e) 中指 (i) 三個關節；或 (ii) 兩個關節；或 (iii) 一個關節 (f) 無名指 (i) 三個關節；或 (ii) 兩個關節；或 (iii) 一個關節 (g) 尾指 (i) 三個關節；或 (ii) 兩個關節；或 (iii) 一個關節 (h) 一隻腳的全部腳趾 (i) 大腳趾 (i) 兩個關節；或 (ii) 一個關節 (j) 其他腳趾（如多於一趾，以每趾計）	50% 40% 25% 10% 10% 8% 4% 6% 4% 2% 5% 4% 2% 4% 3% 2% 15% 5% 2% 1%

「喪失肢體」指位於手腕或以上的手部或腳踝或以上的腳部與身體分離；或手腕以下整隻手或腳踝以下整隻腳永久性完全喪失功用。

### 5.2 在公共交通工具或在搶劫期間意外死亡或永久性傷殘

若受保人在旅程中純粹因意外損傷而導致死亡或永久性傷殘，而該意外發生時受保人(i) 僅作為付費乘客（而非操作員、飛行員或機組人員）乘坐或上下任何公共交通工具；或(ii) 作為搶劫或搶劫未遂的無辜受害者，包括肇事者逃跑，根據上述5.1支付的最高賠償額增加至賠償表中5.2所示的最高限額。此增加的保單利益不適用於在保單生效日年滿17歲或以下或76歲或以上的受保人，亦不可與第五部分的其他利益一起使用。

受保人只可就同一意外於上述5.1或5.2的其中一項提出索償。

## 5.3 燒傷保障

若受保人在旅程中純粹因意外造成的損傷導致二級程度燒傷或三級程度燒傷，本公司會按下述燒傷賠償表所列之百分比，及以不超過保障表5.3項所示為限賠償。

二級程度燒傷 或 三級程度燒傷	最高賠償額百分比
燒傷面積佔身體表面百分比： (a) 50%或以上 (b) 27%或以上至50%以下 (c) 18%或以上至27%以下 (d) 9%或以上至18%以下 (e) 4.5%或以上至9%以下	100% 40% 30% 15% 10%

受保人只可就同一意外於上述(a), (b), (c), (d)或(e)的其中一項提出索償。

一旦根據燒傷保障支付索賠，受保人根據第五部分有權獲得的總保險金應減去根據燒傷保障應付的金額，並且所有其他根據第五部分應付的索賠應以減少後的限額為基礎。

## 總賠償額

就任何一次意外，第五部分所有項目的賠償總額不得超過保障表所述最高賠償額的百分之十。若本保險單有多位受保人，本公司在同一意外中所支付的賠償額以保單所述的總賠償額為限（如適用）。

## 第六部分 殮葬費用

若受保人在旅程中純粹因意外損傷而導致在該意外發生後十二個月內死亡，本公司以不超過保障表所示的最高賠償額為限，將賠償因該意外死亡而引致在香港合理及必須的殮葬費用（包括土葬及火葬）。

## 第七部分 個人責任

本公司將賠償受保人於海外旅程中，因意外引致下述情況而需承擔法律責任所支付的金額：

- 他人的身體損傷（包括死亡或疾病）；及/或
- 他人的財物損失或損毀。

在書面同意的情况下，本公司也會賠償受保人相關的法律費用及支出，惟本公司的總體責任以不超過保障表所示的最高賠償額為限。

## 第八部分 訂金及取消費用

### 8.1 因指定原因而取消旅程

本公司將賠償受保人於旅程開始前，直接因下列原因而必須取消旅程所損失的已為該旅程預繳或有責任支付而不可由其他途徑退回的訂金或費用，最高賠償額以不超過保障表8.1項所示為限：

- 於旅程前保障期內，受保人、其親屬或旅遊夥伴身故或遭受嚴重損傷或嚴重疾病，或受保人其居住於香港的生意合夥人身故；或
- 受保人於旅程前保障期內感染了指定疾病；或被懷疑感染指定疾病而被本港有關健康及檢疫的政府機構頒令強制隔離，以致不能開展旅程；或
- 受保人於旅程前保障期內被傳召作證人或出任陪審員；或
- 香港政府保安局依據外遊警示制度，對旅程內預先安排的旅遊地點突然發出「紅色或黑色警示」，惟規定：
  - 受保旅遊地點必須在受保人已繳付旅程訂金當日或保單簽發日之後（以較後者為準）才被發出「紅色或黑色警示」；及如在保單簽發日受保旅遊地點已被發出外遊警示，相關外遊警示必須屬較高之級別（紅色或黑色警示）並須於保單簽發日之後發出；及
  - 旅程必須在旅程預定離境日前七天內取消；及
  - 旅程必須在「紅色或黑色警示」生效期間取消；及
  - 受保人已採取了一切合理的措施向有關的旅遊服務供應商索償退款以減少損失。

因紅色警示而必須取消旅程最高可獲賠償相關旅程費用損失的百分之五十；而因黑色警示而必須取消旅程最高可獲全數賠償相關旅程費用損失。

### 8.2 旅程延誤後取消旅程

本公司將賠償受保人於旅程開始前，直接因預先安排的旅遊地點爆發不可預測的自然災難以致原定啟程時間連續延誤最少十二小時而決定取消旅程所損失的已為該旅程預繳或有責任支付而不可由其他途徑退回的訂金或費用，最高賠償額以不超過保障表8.2項所示為限。受保人不可就同一自然災難同時依據第八部分8.2項及第十二部分提出索償。

受保人只可就同一旅程於上述8.1或8.2的其中一項提出索償。

## 第九部分 縮短旅程

本公司將賠償受保人於啟程後，因下列原因而必須提早結束旅程直接返回香港而需支付海外額外的交通費和膳宿費用，和損失已為該旅程預繳而未享用的旅費和 / 或膳宿費，最高賠償額以不超過保障表所示為限：

- 受保人、其親屬或旅遊夥伴身故或遭受嚴重損傷或嚴重疾病，或受保人其居住於香港的生意合夥人身故；或
- 受保人於海外旅程期間感染了指定疾病；或受保人被懷疑感染指定疾病，而被當地有關健康及檢疫的政府機構頒令強制隔離，以致被迫中止或縮短旅程而直接返港；或
- 預先安排的旅遊地點爆發不可預見的自然災難而必須提早結束旅程；或
- 香港政府保安局依據外遊警示制度，對旅程內預先安排的旅遊地點突然發出「紅色或黑色警示」，惟規定：

- (i) 對**受保人**已身處的旅遊地點發出的「**紅色或黑色警示**」必須在本保險單承保的**旅程**期間內發出；及如在保單簽發日受保旅遊地點已被發出**外遊警示**，相關**外遊警示**必須屬較高之級別（**紅色或黑色警示**）並須於**旅程**期間發出；及
- (ii) **受保人**已採取了一切合理的措施向有關的旅遊服務供應商索償退款以減少損失。
- 因**紅色警示**而必須提早結束**旅程**最高可獲賠償相關旅遊及/或住宿費用損失的百分之五十；而因**黑色警示**而必須取消**旅程**最高可獲全數賠償相關旅遊及/或住宿費用損失。

#### 第十部分 行李及個人物品損失

本公司將根據以下條件，及不超過保障表所示的最高賠償額為限，賠償**受保人**於**旅程**中，其所隨身攜帶或購買的行李及個人物品的意外損失或損毀，惟賠償將以物品損失當時的實際價值或維修費用計算，以較低者為準：

- (a) 損失發生於
- (i) 行李及個人物品是由酒店職員或承運機構處理或保管時，**受保人**必須得到酒店或承運機構出具的損失書面證明，並將該證明提供給**本公司**；或
- (ii) 行李及個人物品被偷竊，或被他人以暴力或以暴力恐嚇方式強行搶走時，**受保人**必須於事件發生後二十四小時內向當地警方報失，並於索賠時，將該詳細的警方報告一併呈交。
- (b) 任何一件物件、一套或組合物品的賠償額以不超過保障表所示為限。以前述為基礎，任何攝影、電子、音響和/或影像器材物品的賠款總額以不超過保障表所示為限。
- (c) 對於購入不超過一年的物品，**本公司**可選擇以重置或支付修理損毀物品所需的費用作賠償。
- (d) 對於購入超過一年的物品，**本公司**可選擇以重置或支付修理損毀物品所需的費用，扣除相等於該物品自然損耗的金額後作賠償。
- (e) **受保人**應採取一切合理的預防措施以確保其行李及個人物品並沒被置諸不理。

**受保人**不得就同一物品同時依據第十及十一部分提出索償。

#### 第十一部分 行李延誤

若**受保人**於抵達**海外**預定目的地後，因航空公司誤送行李以至其未能取得隨行李運達連續最少八小時，**本公司**將按保障表所示之最高賠償額為限，支付行李延誤津貼。惟**受保人**必須得到航空公司出具的行李延誤書面證明，並將該證明提供給**本公司**方可索償。

**受保人**不得就同一物品同時依據第十及十一部分提出索償。

#### 第十二部分 旅程延誤

##### 12.1 延誤現金津貼

本公司將賠償**受保人**原定於**旅程**上所乘搭的獲許可航班或客輪，因自然災難、惡劣天氣、獲許可航班或客輪的機械故障，或因獲許可航班、客輪、機場或港口發生僱員罷工或工業行動或工潮，或因機械或結構性故障引致獲許可航班重返地面，而延誤原定啟程時間超過連續最少六小時（「**旅程延誤**」）。**旅程延誤**首六小時的最高賠償額以不超過保障表所示為限，其後每滿六小時的賠償額均按保障表所示額外賠償，但賠償總額以不超過保障表所示本部分最高賠償額為限。**受保人**必須得到航空公司或航運公司出具的**旅程延誤**書面證明，並將該證明提供給**本公司**方可索償。

##### 12.2 額外住宿及交通費用

如**受保人**就上述項目12.1的承保事故獲得賠償，**本公司**亦會以不超過保障表所示的最高賠償額為限，賠償**受保人**因該事故於**香港**境外引致的必要、合理及無法從其他途徑取回之額外住宿費，但不包括餐飲及其他客房服務的費用。

**受保人**不得就同一自然災難同時依據第八部分8.2項及第十二部分提出索償。

#### 第十三部分 個人金錢

##### 13.1 個人金錢

本公司將以不超過保障表所示的最高賠償額為限，賠償**受保人**於**海外旅程**中，其所攜帶的現金、銀行鈔票、外幣鈔票、支票、八達通卡、郵政匯票、本票或旅行支票，因意外或盜竊引致而不能復原的損失。惟**受保人**必須於事件發生後二十四小時內向當地警方報案，並將該報失證明提供給**本公司**方可索償。

##### 13.2 遺失之信用卡被盜用（只適用於18歲或以上之**受保人**）

本公司將以不超過保障表所示的最高賠償額為限，賠償**受保人**於**海外旅程**中因意外遺失信用卡因而導致信用卡被盜用所引致的金錢損失。惟**受保人**必須在損失事件發生後二十四小時內向發卡機構和當地警方報失，並將取得的警方報告提供給**本公司**方可索償。

在無論任何情況下，第十三部分的總賠償額不能超過保障表所示該部分的最大賠償額。

#### 第十四部分 飛機騎劫

本公司將賠償**受保人**以付費乘客身份乘搭獲許可航班時，因該航班被人以武力或武力恐嚇方式從正規駕駛人員手中非法地奪取並控制（「**騎劫**」）而引致**旅程**延誤或阻礙，以至**受保人**不能按原定時間抵達目的地而需要等候超過連續十二小時，在該十二小時等候期後起計，每天最高賠償額以不超過保障表所示為限。而**受保人**必須得到航空公司出具的飛機**騎劫**書面證明，並將該證明提供給**本公司**方可索償。

#### 第十五部分 旅行證件

##### 15.1 旅遊證件補領費用

本公司將以不超過保障表所示的賠償額為限，賠償**受保人**於**海外旅程**期間因遺失、被盜或損毀而需更換**香港**身份證、信用卡、駕駛執照、回鄉證、簽證或護照的費用，以及於**海外**因此而額外衍生，必要和合理的交通及/或住宿費用（不包括餐飲及其他客房服務的費用），惟此交通座位及住宿房間等級不能比**受保人**原定行程表上的交通座位及/或住宿房間等級為高。有關損失必須於事件發生後二十四小時內向當地警方報案，並將該書面報失證明提供給**本公司**方可索償。

##### 15.2 緊急現金

若**受保人**於**海外旅程**期間因遺失主要旅遊證件而未能完成**旅程**，**本公司**將支付**受保人**不超過保障表所示的賠償額為限的每日現金津貼，直至下列情況最早出現：

- (a) 重新發出/尋回遺失的旅遊證件，
- (b) **受保人**可繼續**旅程**，或
- (c) **受保人**可離開遺失旅遊證件的地方。

惟**受保人**必須就該承保事故於上述項目15.1同時獲得賠償。

在無論任何情況下，第十五部分的總賠償額不能超過保障表所示該部分的最大賠償額。

##### 第十六部分 租車自負額（只適用於18歲或以上之**受保人**）

若**受保人**在**海外旅程**中向認可租車機構租用汽車或露營車，並因所租車輛意外損失或損毀而需按租車協議及相關有效的汽車保險條款支付自負額（或扣除額或類似條件），**本公司**將以不超過保障表所示的賠償額為限，賠償**受保人**由此而必須支付的自負額或扣除額。

惟規定：

- (a) 所租車輛必須在**受保人**保管及控制下意外損失或損毀；及
- (b) **受保人**已遵從租車協議中的所有規定；及
- (c) **受保人**在意外發生時持有駕駛所租車輛的有效執照及並非參與任何競賽活動。

##### 第十七部分 缺席重點旅遊項目

若**受保人**因本保險單第八或九部分載明的承保事故而必須取消或縮短**旅程**，以致缺席在**海外**舉行的體育、音樂或娛樂活動，**本公司**將以不超過保障表所示的賠償額為限，賠償**受保人**已為該活動預繳而不可由其他途徑退回的門票費用，惟**受保人**必須就該承保事故於本保險單第八或九部分同時獲得賠償。

**受保人**不得就同一項目同時依據第八或九部分及第十七部分提出索償。

##### 第十八部分 信用卡保障（只適用於18歲或以上之**受保人**）

若**受保人**在**旅程**中遭遇意外損傷及因此而身故，**本公司**將以不超過保障表所示的賠償額為限，支付**受保人**截至意外發生當日其信用卡用於在**旅程**中購物之結欠，惟**受保人**必須就該**損傷**於本保險單同時獲得賠償。

##### 第十九部分 家居物品保障

若於**旅程**期間，**受保人**在**香港**的主要住所（**居所**）在無人居住的情況下，被暴力強行進入**居所**爆竊而導致**家居物品**遭受損失或損壞，**本公司**將以不超過保障表所示的賠償額為限，賠償**受保人**重置或修理該**家居物品**的費用，惟**受保人**必須在知悉**居所**遭爆竊後立即向警方報案。

## 5. 不保事項

本公司將不會賠償由下列事故直接地或間接地引起、發生或隨之而發生的損失：

##### 適用於所有部分

- (a) 戰爭、侵略、外敵行為、戰鬥（不論宣戰與否）、內戰、叛亂、革命、起義、軍事政變或篡權、由任何政府或公共的或當地的權力機構的命令依法沒收、強徵、徵用、拆毀或損毀的財物。
- (b) 無論當時在神智清醒或精神失常的情況下，蓄意性的自殘或自殺（不論屬於犯罪與否）或做出任何企圖威脅自身的行為。
- (c) 分娩、懷孕、流產、墮胎及其併發症，儘管該事故也許由意外促使或引致。
- (d) **已存在之狀況**、神經或精神的病症或疾病、愛滋病、性病、任何先天或遺傳性異常或殘缺。
- (e) 醉酒、使用並非由**註冊醫生**處方的麻醉劑或藥物，接受和毒品或酒精成癮有關的治療及任何整容手術。
- (f) 任何已特別投保的損失；或如沒有投保此保險單，任何可於其他私人或政府保險單、基金或計劃內獲得補償的損失。
- (g) **受保人**的任何非法或違法行為，或遭海關或有關當局沒收、扣留、拆毀的財物。
- (h) 任何違反政府條例，或在大眾傳媒預先警告將會爆發蓄意的暴動、罷工後，**受保人**卻沒有採取相應措施去避免損失的索賠。
- (i) 乘搭便車、以徒步的方式旅行、在海拔3,000米以上進行登山或遠足活動，或在20米水深以下潛水、騎電單車、狩獵活動、深海垂釣、以策騎者或司機或乘客身分進行任何形式的競賽、以職業選手身份或以收取報酬方式進行體育活動。
- (j) 空中活動（跳傘、乘坐熱氣球、或以付費乘客身份乘搭獲正式許可航空公司或包機公司經營並由合資格持牌機師駕駛的定期航線的獲許可飛機除外）。
- (k) 參與海、陸、空軍服務或運作，測試任何類型的運輸工具，被僱用為體力勞動者、演員、導遊、領隊、航空公司或航運公司的工作人員，或從事採礦、空中攝影、處理爆炸品或離岸活動如商業潛水或油氣鑽探。
- (l) 本保險不會負責任何直接或間接由任何恐怖主義活動所引起、導致的損失、損毀、死亡、受傷、疾病、或相關的費用或支出，無論該等損失是否由其他原因或事件同時或經任何時序引致。而若死亡或傷殘並非由使用或威嚇使用核武器或裝置、核能、任何放射性、化學性或生物性劑的恐怖主義活動所引致，則這個別的不保事項並不適用於第五部分 - 人身意外。
- 就本保險單而言，所指的恐怖主義活動是指任何人或任何人士，無論單獨或代表有關任何組織或政府而作出的行為，該行為包括，但不限於使用武力或暴力或/或威嚇的成份，而該行為是出於政治、宗教、意識形態或類似目的，包括任何意圖影響政府和/或使公眾或部份公眾恐慌的行為。
- 本保險亦不會負責任何直接或間接因控制、防範、鎮壓恐怖主義活動或任何與之有關的行動所引起、導致的損失、損毀、死亡、受傷、病患或相關的費用或支出。
- (m) 所有由核武器或裝置、核能、任何放射性、化學性或生物性劑或物料直接或間接引起、導致或與此有關連的索賠。

- (n) 網絡損失絕對除外條款
- (1) 儘管本保單內有相反規定，本保單不包括任何網絡損失。
- (2) 網絡損失是指任何損失、損害、責任、費用、罰款或處罰或任何直接或間接因下列情況引起的其他金額：
- (i) 任何計算機系統或計算機網絡的使用或操作；
- (ii) 任何計算機系統，計算機網絡或數據的使用或操作的能力降低或喪失；
- (iii) 訪問、處理、傳輸、儲存或使用任何數據；
- (iv) 無法訪問、處理、傳輸、儲存或使用任何數據；
- (v) 與上述 (i) 至 (iv) 有關的任何威脅或任何騙局；
- (vi) 關於任何計算機系統、計算機網絡或數據的任何錯誤、遺漏或事故。
- (3) 計算機系統是指任何計算機、硬件、軟件、應用、程序、代碼、程式、信息技術、通信系統或由**受保人**或任何其他方擁有或操作的電子設備。這包括任何類似的系統和任何關聯的輸入、輸出或數據存儲設備或系統，網絡設備或備份設施。
- (4) 計算機網絡是指一組計算機系統和其他電子設備，或通過包括互聯網、內聯網和虛擬專用網絡 (VPN) 在內的通信技術形式連接的網絡設施，從而使聯網的計算設備能夠交換數據。
- (5) 數據是指計算機系統使用、訪問、處理、傳輸或儲存的信息。
- (6) 當本條款成為再保險合同的一部分時，**受保人**應修改為原始**受保人**。
- (o) 制裁限制及除外條款
- 根據聯合國決議或根據歐盟、英國、美國的貿易或經濟制裁、法律或規定，如果**本公司**承保、支付賠款或提供任何利益的行為，將會導致**本公司**受到任何制裁、禁令或限制，則在上述範圍內**本公司**將不予承保、賠付或提供任何利益。
- (p) COVID-19或大流行除外條款
- 儘管有任何相反的條款，本保險不保障直接或間接由下列任何情況引起，以任何方式涉及或與之有關的任何損失、損壞、責任、費用、罰款、罰則或任何其他金額 - 包括對下列情況的任何恐懼或威脅，無論是實際的還是感知的：
- (1) 冠狀病毒 (COVID-19) 包括其任何突變或變異；或
- (2) 世界衛生組織或任何政府機構宣布的大流行或流行病。

#### 適用於第 一、二 及 三 部分的不保事項

- (a) **受保人**違反醫生勸告出外旅遊或**受保人**以治療疾病為目的而旅遊。
- (b) 特別護理服務、輪椅、人工呼吸器、義肢、支架、拐杖、其他義肢的裝置、醫院儀器的費用，但住院期間租用此類裝置或儀器的費用則除外。
- (c) 神經或精神疾病或精神紊亂、愛滋病、性病、先天性異常或畸形。
- (d) 由於咀嚼或咬傷而損壞健全的天然牙齒。
- (e) 非緊急牙科工作或使用貴金屬或寶石的任何牙科工作。
- (f) 更換或修復現有的假牙 (包括但不限於牙托、假牙、牙冠、牙套、牙橋、扣環、習慣用具和零件)，即使在符合條件的**損傷**中受損。
- (g) 無論在甚麼情況下，**受保人**將不會就**EAHK**保障的服務獲得賠償，除非該等服務是通過**EAHK**安排及提供的。

#### 適用於第 四 部分的不保事項

- (a) **受保人**違反醫生勸告出外旅遊。
- (b) **受保人**以治療、休息或療養**旅程**前之傷患或疾病為旅遊目的。

#### 適用於第 七 部分的不保事項

- (a) 由汽車、電單車、飛機或輪船引起的相關法律責任。
- (b) 因**受保人**的行業、生意或職業有關所引起的責任。
- (c) 任何明確的保證或協議，除非在沒有此類明確的保證或協議的情況下仍存在的責任。
- (d) **受保人**本人、或通常與其同住之家庭成員或任何人仕、或受僱於**受保人**之任何僱員在其受僱期間引致的身體損傷 (包括死亡或疾病)、財物損失或損毀。
- (e) 由**受保人**擁有、或託管、或監管或管理的財物的損失或損毀。
- (f) 任何懲罰或懲戒性的損失。
- (g) 如果其初審判決並非經由具司法管轄權的**香港**法院發出或從而獲得的任何判決。

#### 適用於第 八、九 及第 十七 部分的不保事項

- (a) 在計劃**旅程**或投保本保險時，任何可能最終導致取消或縮短**旅程**的情況，包括但不限於本應知道或預期可能知道的**已存在之狀況**。
- (b) **受保人**當發現必須取消或縮短行程時，沒有立即通知旅遊服務供應商。
- (c) 由懷孕至分娩所引致的損失。
- (d) 運輸工具延誤。
- (e) 旅遊服務供應商的財政崩潰、疏忽或違約。
- (f) 任何政府規例或法案。

#### 適用於第 十 部分的不保事項

- (a) 以下類型的財物不在保障範圍之內：動物、植物、消耗品、汽車 (包括配件)、電單車、單車、船隻、馬達、任何其他運輸工具、家庭用品、古董、航空攝影器材、珠寶首飾、郵票、眼鏡、假牙或義肢、手稿、證券、票據、文件、金錢、旅行支票、信用卡、提款卡、八達通卡、郵政匯票、本票。

- (b) 隱形眼鏡、易碎或易損壞物品的損失或損毀，除非該損失或損毀是因火災或因運載該等物品的交通工具發生意外而引致的。
- (c) 租借財物的損失或損毀。
- (d) 涉及有關承保於任何其他保險單，或已獲公運運輸機構或酒店賠償的財物損失或損毀。
- (e) **受保人**提早付運的行李或分開寄運的物品的損失或損毀。
- (f) 財物被放置於沒人看管之車輛內或公共場所，或由於**受保人**沒有採取應有的防護及安全措施而引致的財物損失或損毀。
- (g) 商業貨物或樣本的損失或損毀。
- (h) 存錄於磁帶、記憶卡、磁碟或其他載體中資料的損失。
- (i) 運動器材在使用時的損失或損毀。
- (j) 凹陷、刮花或玷污而致的損壞。
- (k) 財物在航空公司或其它航運公司保管期間的損失或損毀，除非該損失或損毀已於二十四小時內報告予該公司，並獲得該等公司出具的損失書面證明。
- (l) 因正常損耗、逐漸變質、內在缺陷、缺陷或不當的設計或工藝、機械或電力故障或錯亂、清潔、染色、維修、修復或更改、蟲蛀或蟲害、大氣或天氣的因素而引致的損失或損毀。
- (m) 直接或間接因以下情況所引致的財物損失或損毀：暴動、反叛、革命、內戰、篡權、或政府為防止這類情況發生而採取的行動。根據檢疫或海關條例而沒收或銷毀的物品、任何政府或海關當局命令沒收的物品、違禁品、非法交易的物品。
- (n) 沒有在損失事件發生後二十四小時內向當地警方報失及沒有取得警方報告。

#### 適用於第 十二 部分的不保事項

- (a) 在計劃**旅程**或投保本保險時，任何可能最終導致**旅程**延誤的情況，包括本應知道或預期可能知道的情況。
- (b) 純粹因**受保人**於**旅程**中乘搭的航班或客輪延遲啟航而導致未能登上其後預定的航班或客輪的損失。
- (c) 因**受保人**拒絕搭乘原航空公司或郵輪管理公司提供的第一個可用替代運輸方式而導致的損失。
- (d) 旅遊服務供應商的財政崩潰、疏忽或違約。
- (e) 任何政府規例或法案。

#### 適用於第 十三 部分的不保事項

##### 適用於項目 13.1 的不保事項

- (a) 財物被放置於沒人看管之車輛內或場所，或由於**受保人**沒有採取應有的防護及安全措施而引致的財物損失或盜竊。
- (b) 沒有在損失事件發生後二十四小時內向當地警方報失及沒有取得警方報告。
- (c) 任何不明原因的損失或神秘失蹤。
- (d) 因錯誤、遺漏、兌換或貶值而減少的金額。

##### 適用於項目 13.2 的不保事項

- (a) 沒有在損失事件發生後二十四小時內向當地警方或郵輪管理者報失及沒有在損失地點取得相關報告。
- (b) 在發現遺失信用卡後，未即時向發卡機構報告。
- (c) 任何不明原因的損失或神秘失蹤。

#### 適用於第 十五 部分的不保事項

- (a) 旅遊證件被放置於沒人看管之車輛內或場所，或由於**受保人**沒有採取應有的防護及安全措施而引致的財物損失或盜竊。
- (b) 沒有在損失事件發生後二十四小時內向當地警方報失及沒有取得警方報告。
- (c) 同時索償相同性質旅遊證件的臨時本及永久本。在此情況下，**受保人**只可選擇索償其中一款。

#### 適用於第 十六 部分的不保事項

- (a) 非法或違法使用所租車輛。
- (b) **受保人**受酒精或藥物影響下駕駛或使用所租車輛。

#### 適用於第 十八 部分的不保事項

- (a) **受保人**有權根據任何其他保險單獲得賠償的任何情況。
- (b) 任何應計利息或財務費用或類似性質之收費/費用。

#### 適用於第 十九 部分的不保事項

- (a) 動物、植物、車輛 (包括配件)、電單車、單車、其他運輸工具、古董、珠寶、眼鏡、郵票、手稿、證券、票據、文件、電腦紀錄、金錢、旅行支票、信用卡、銀行卡、八達通卡、郵政匯票及匯票之損失。
- (b) 因使用任何鑰匙或其複製品進入房屋而造成的損失，無論該鑰匙是否屬於**受保人**。
- (c) 因**受保人**或其家庭成員魯莽或故意的行為所導致之損失。
- (d) 沒有在發現損失後二十四小時內向警方報失及沒有取得警方報告。

## 6. 條款

- 6.1 認別**  
本保險單及作為保險單組成部分的承保表，連同投保書及任何由**受保人**或其代表提供的其他資料，將成為本保險單之依據，並應視為一完整之合約。
- 6.2 保障之詮釋**  
本保險單須根據**香港**法律詮釋，及受**香港**司法權限制。
- 6.3 詐騙**  
如有任何索償涉及有關欺詐行為，或如有任何人仕以欺詐方法或手段圖謀本保險單的**保單利益**，**本公司**將不會就該等索償負上責任。
- 6.4 風險改變**  
在本保險單有效期內，若有任何重要的資料更改，或有任何情況可能增加本保險單所承保的風險，**受保人**必須通知**本公司**。
- 6.5 保單作廢**  
如果**受保人**或其代表提供的任何重要資料中有誤報、偽報或漏報情況，則**本公司**可予以本保險單失效。
- 6.6 責任履行**  
**受保人**應如同在沒有投保之情況下，以謹慎和合理的態度使受保財物得到安全及良好的監管，防止有受傷、損失或損毀的事件發生，並儘量減少損失或損毀。**受保人**也應採取一切合理的預防措施以確保其行李及個人物品並沒被置諸不理。
- 6.7 持有的權益**  
**本公司**及其授權的任何人仕，有權在不承擔任何責任或不減少**本公司**在本保險單下任何權利的前提下可以：  
(a) 接管或保存受本保險單保障的損失或損毀財物；  
(b) 接管或要求**受保人**傳送受本保險單保障的財物，並合理地處理有關財物作合理用途。  
無論受保財物是否已由**本公司**接管，該財物不得被遺棄予**本公司**。
- 6.8 同時持有於一份的保險單**  
**受保人**不可就同一次**旅程**投保多於一份由**本公司**簽發的旅遊保險單。假如**受保人**同時在該等保險單獲得保障，**本公司**將以**受保人**獲得最高保障額的保險單為根據，並退還**受保人**就其餘的保險單而多繳付的額外保費。
- 6.9 保費退回選項**  
若預先安排的旅遊地點在**旅程**預定離境前被發出任何級別的外遊警告，在**受保人**並沒有蒙受任何可依據保險單而獲得賠償的損失的情況下，**受保人**可於該**旅程**出發前以書面申請取消此保險單並取回全數已付的保費。一經取消，本保險單內所有保障即時無效。
- 6.10 保險之保障**  
除以上6.9所述的情形外，保險單一經簽發，保險之保障即不可續保、不可更改及不可取消。
- 6.11 香港居民**  
按本保險單的條件規定，所有**受保人**必須為通常居住於**香港**的**香港**居民。
- 6.12 索賠步驟**  
當發生任何有可能引起索賠的事件時，**受保人**必須於事發後的一個月內通知**本公司**，並提供**本公司**書面報告詳述事件發生經過。
- 6.13 損失證明**  
作為**本公司**承擔保險賠償責任的先決條件，**受保人**必須根據**本公司**不時在處理索賠過程中可能提出的合理要求，自費提供其所需的報告、資料及證明。**本公司**有權按情況需要，要求**受保人**在收到合理通知後進行身體檢查，或在**受保人**已身故的情況下，要求其個人代表在收到合理通知後對遺體進行檢驗，而所需費用將由**本公司**支付。  
有關**受保人**死亡的索償，必須具備一份正式的死亡證書方可確立，但假如**受保人**是在意外後或在乘坐的船隻或飛機的意外全毀後失蹤，有關的死亡索償則必須由法庭裁定死亡宣告方可確立。
- 6.14 通知有關機構**  
本保險單第十或第十九部分受保的財物如有損失或損毀，**受保人**應採取一切合理的措施以保護、保存及挽救該財物，並應立即通知當地警察、酒店、運輸公司或交通運輸站。
- 6.15 賠償金的支付**  
除特別要求外，**本公司**會在獲得所需索償證明後將賠償直接支付予**受保人**。而有關意外死亡的賠償金則會支付予**受保人**的遺產繼承人。在該賠償經收訖後，**本公司**於保險單上承擔的賠償責任將會解除。
- 6.16 抗辯**  
若有第三者就本保險單的保障範圍進行任何索償，**本公司**有權選擇接辦該索償及進行抗辯或和解。但當**本公司**已就該等索償支付或開始支付**保單利益**後，**本公司**於本條款上承擔的任何責任即告完結。
- 6.17 代位求償**  
當**本公司**完全履行了其在本保險單上向**受保人**支付索償的義務後，**本公司**將可享有代位求償權利，向第三者追討其可能需要就**受保人**的損失或損毀而負上的責任。

### 6.18 仲裁

如果對本保險單之賠償額發生爭議，該爭議應根據現行的香港仲裁法例來仲裁決定。若雙方對選擇仲裁人或公斷人不能達成協議，則轉交到當時的香港國際仲裁中心之主席評選。本保險單規定要首先獲得仲裁裁決方可對本保險單提出法律訴訟。

### 6.19 免責聲明

**本公司**會盡力確保**EAHK**向**受保人**提供高質素之服務。但**本公司**並非服務提供者，不會就任何服務供應者提供的有關服務或任何由此引致的後果而負上責任。

### 6.20 遵守保險單條件

**受保人**如有違反本保險單內之任何條件，其所有賠償申請將不被接納。

### 6.21 合約第三者權利

任何不是本保險單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第623章）強制執行本保險單的任何條款。

## 7. EAHK特別條款

### 7.1 如遇緊急事故

如遇醫療或其他性質的緊急事故，**受保人**或其個人代表在作出任何行動或付款前必須先致電**EAHK**設於**香港**的支援中心電話 **(852) 2861 9299** 並說明：

- (a) **受保人**姓名；
- (b) **受保人**之保險單號碼；
- (c) 損傷或疾病情況；
- (d) 主診醫生的資料，如有；
- (e) 現時位置及聯絡方法；以便支援人員提供協助。

注意：**受保人**或其個人代表在未有事前獲得**EAHK**同意或安排的情況下，而進行或支付有關緊急支援服務的個人行動將不獲賠償。

### 7.2 醫療證明

**本公司**通過**EAHK**的服務，只會在獲得主診醫生及**EAHK**的醫學顧問的同意，並證明**受保人**需要醫療撤離或護送返港時方可進行。

### 7.3 互相合作

為協助**EAHK**在提供支援服務期間可完全確定**受保人**的情況所需，**受保人**和/或其個人代表必須與該支援中心的醫學顧問和/或代理人充分合作。假如**受保人**和/或其個人代表無理地拒絕所需協助，則**受保人**將會喪失上述支援及服務的資格。

### 7.4 權限

**EAHK**就有關支援及服務的方式擁有最終決定權。假如**EAHK**所提出的合理支援及服務建議被拒絕，其後有關的索賠將不獲賠償。

### 7.5 真誠

**EAHK**將會真誠地提供所有必需的支援及服務，並會採取一切可行及有效率的辦法以執行其職責，但對一些超越其控制的環境和情況將不會負責。

### 7.6 追討權

當**本公司**或**EAHK**就本保險單第一部分的保障項目，為**受保人**支付了一些並不屬於保障範圍的費用時，**受保人**應在收到**本公司**的通知後，立即向**本公司**償還已支出或**本公司**將要負責支付的金額。

如**EAHK**提供的服務之總費用超出了保險單中相關的保障金額，則超出該金額的所有費用必須由**受保人**承擔。

完





The following clauses are applicable to policies effective on or after 1 Jan 2024

code	Clause wording
F104B	<p><b><u>SANCTION LIMITATION AND EXCLUSION</u></b></p> <p>The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.</p>
F154A	<p><b><u>NUCLEAR ENERGY RISKS EXCLUSION CLAUSE</u></b></p> <p>This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and / or via Pools and / or Associations.</p> <p>For all purposes of this agreement Nuclear Energy Risks shall mean all first party and / or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:</p> <p>(I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.</p> <p>(II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for: (a) the generation of nuclear energy or (b) the Production, Use or Storage of Nuclear Material.</p> <p>(III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.</p> <p>(IV) The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>Except as undernoted, Nuclear Energy Risks shall not include:</p> <p>(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).</p> <p>(ii) any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.</p> <p>Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>However, the above exemption shall not extend to:</p> <p>(1) The provision of any insurance or reinsurance whatsoever in respect of: (a) Nuclear Material, (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.</p> <p>(2) The provision of any insurance or reinsurance for the undernoted perils: - fire, lightning, explosion, - earthquake, - aircraft and other aerial devices or articles dropped therefrom, - irradiation and contamination, - any other peril insured by the relevant local Nuclear Insurance Pool and / or Association,</p> <p>in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.</p> <p>Definitions "Nuclear Material" means:</p> <p>(i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and</p> <p>(ii) Radioactive Products or Waste.</p> <p>"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.</p>





	<p>"Nuclear Installation" means:</p> <ul style="list-style-type: none"> <li>(i) any Nuclear Reactor,</li> <li>(ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and</li> <li>(iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.</li> </ul> <p>"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.</p> <p>"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.</p> <p>"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.</p> <p>"High Radioactivity Zone or Area" means:</p> <ul style="list-style-type: none"> <li>(i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and</li> <li>(ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.</li> </ul>
<p><b>L105A</b></p>	<p><b><u>WAR AND/OR CIVIL WAR EXCLUSION CLAUSE</u></b></p> <p>Any liability assumed by the Company on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.</p>
<p><b>F5400</b></p>	<p><b><u>PROPERTY CYBER AND DATA ENDORSEMENT (LMA5400)</u></b></p> <p>1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:</p> <ul style="list-style-type: none"> <li>1.1 Cyber Loss, unless subject to the provisions of paragraph 2;</li> <li>1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;</li> </ul> <p>regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.</p> <p>3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.</p> <p>4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.</p> <p>Definitions</p> <ul style="list-style-type: none"> <li>6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.</li> <li>7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.</li> <li>8 Cyber Incident means: <ul style="list-style-type: none"> <li>8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or</li> <li>8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.</li> </ul> </li> </ul>



	<p>9 Computer System means:</p> <p>9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.</p> <p>10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p> <p>11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.</p>
<p>P021A</p>	<p><b><u>NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION (PAC)</u></b></p> <p>Notwithstanding any provision to the contrary within this contract or any endorsement thereto it is agreed that this contract excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>For the purpose of this endorsement:</p> <p>“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous <i>Chemical agent</i> and/or <i>Biological agent</i> during the period of this contract by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>“<i>Chemical agent</i>” shall mean any compound which, when suitable disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.</p> <p>“<i>Biological agent</i>” shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.</p> <p>If the Company alleges that by reason of this exclusion any loss is not covered by this contract the burden of proving the contrary shall be upon the Insured.</p>

SPECIMEN



2024 年 新增條款的中文譯本。

F104B	<p><b>制裁責任限制及除外條款</b></p> <p>保險人不得視為提供任何保險，及不會承擔任何賠償或提供任何利益之責任，若就所提供的保險及支付任何賠償款項或利益責任可能使保險人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁，或違反歐盟、英國或美國的法律或法規或適用於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制。</p>
F154A	<p><b>核能風險除外條款</b></p> <p>本合同不包括核能風險，無論這種風險是否是直接承保和，無論這種風險是否是直接承保和/或通過再保險方式 /或通過再保險方式，和/或通 過核集團和/或通過任何協會方式承接的 /或通過任何協會方式承接的。</p> <p>在此協定所有情況下，核能風險的含義是指下列情況所有關於第一者和/或第三者的保 險與再保險（有別於雇員的賠償責任與雇主責任險）：</p> <ol style="list-style-type: none"><li>(1) 除核電站外，其他地點的核反應爐核電站現場所有財產、反應堆建築、工廠和 設備。</li><li>(2) 在任何場所的一切財產（包括但不限於（1）中所指的現場），用來或正用於<ol style="list-style-type: none"><li>a) 核能的生產</li><li>b) 核材料的生產使用或儲存。</li></ol></li><li>(3) 適合有關核集團和/或協會承保的其他所有財產，但僅限於當地集團與協會所 要求範圍內的財產。</li><li>(4) 為上述（1）至（3）中所說明的所有場所中提供的貨物與服務，除非本保險和 /或再保險不包括核材料造成的放射與污染的危險。</li></ol> <p>除非另有規定，核能風險不包括</p> <ol style="list-style-type: none"><li>1) 有關上述（1）至（3）項中說明的有關財產的建築、建造、安裝、更換、修理、維 修或拆除的任何保險與再保險（包括承包人的工廠和設備）；</li><li>2) 任何不包括在上述（1）項的範圍內的機損險，或其他工程保險或再保險； 上述條款以所涉及的保險與再保險不包括由放射性材料造成的輻射與污染的風險為前 提。</li></ol> <p>但上述的除外不使用於下列情況</p> <ol style="list-style-type: none"><li>1. 任何關於下列物品的保險與再保險的規定：<ol style="list-style-type: none"><li>a) 核材料</li><li>b) 從核材料引進、反應堆安裝或核燃料裝載起、或與當地核保險集團及或專業協會條 約所認定的第一臨界狀態的高放射區或各核設備區中所涉及的任何財產。</li></ol></li><li>2. 涉及以下風險的任何保險、再保險規定：<ul style="list-style-type: none"><li>-火災、閃電、爆炸；</li><li>-地震；</li><li>-飛機、其他航空器及其墜落（或脫離）的物體；</li><li>-輻射和放射性污染</li></ul></li></ol>



	<p>-當地核保險集團或協會承保的其他風險；</p> <p>以及從核材料引入這些地區後，再上述(1)中沒有說明的直接涉及生產、使用、儲存 的其他財產。</p> <p>定義</p> <p>“核材料”含義是：</p> <p>(1) 除了自然鈾核廢棄鈾，在核反應爐之外，自身或與其他材料相結合，或通過自 身進行核裂變的連鎖方式產生能量的核燃料。</p> <p>(2) 放射性產品或廢料</p> <p>“放射性產品或廢料”含義是：</p> <p>任何放射材料生產的產品，或任何因暴露給核燃料生產與使用所產生的輻射而產生放射 性的材料，但不包括已</p> <p>經達到製造最後階段，可作科研、醫學、農業、商業與工業等用途的放射性同位素，這 些同位素對任何</p> <p>“核設備”含義是：</p> <p>(1) 任何核反應爐；</p> <p>(2) 任何使用核燃料生產的工廠或任何進行核材料處理的工廠，包括放射性核燃料 再處理的工廠；</p> <p>(3) 任何進行儲存核材料的裝置，但包括因運送這些材料而進行的存儲。</p> <p>“核反應爐”含義是：</p> <p>在沒有新增中子源的情況下，能夠發生核裂變，自我維繫連鎖反應，裝配有核燃料的 任何結構。</p> <p>“生產、使用與儲藏核材料”是指核材料的生產、製造、濃縮、加工、再加工、使用、 儲存、處理和清除等。</p> <p>“財產”是指所有土地、建築、結構、工廠、設備、車輛和所裝內容（包括但不限於液 體和氣體）和所有材料，無論有無固定稱謂。</p> <p>“高放射性區或區域”含義是：</p> <p>(1) 對原子能電站和反應堆：直接包含反應堆芯（支架和遮罩）和所有的內容、燃 料元素、控制棒和放射燃料儲存容器與支架結構；</p> <p>(2) 對非反應堆設備：放射程度需要對生物加以保護的任何區域。 本附加條款與主條款內容相悖之處，以本附加條款為準；未盡之處，以主條款為準。</p>
L105A	<p><b>戰爭除外條款</b></p> <p>本保單不會就戰爭、侵略、外敵行為、敵對行為或類似戰爭行動（無論有否宣戰）、內戰、叛變、暴亂或民眾騷亂（除非於個別章節註明）、兵變、起義、叛亂、革命、軍權或政權篡奪、軍法統治、任何政府或公共或地方機關對財產實施或頒令將其充公或收歸國有或徵用或</p>



	毀壞或損毀作出賠償
F5400	<p><b>附加網絡和資料責任特別條款</b></p> <p>1 本保險合同下對以下損失不負責賠償：</p> <p>1.1 網絡損失，但下述第 2 款規定的除外；</p> <p>1.2 由任何資料的無法使用、功能減少、修復、替換、恢復或複製直接或間接引起、造成或與之相關的損失、損壞、責任、索賠、花費和任何性質的費用，包括與此類資料的價值有關的任何金額，但下述第 3 款規定的除外；</p> <p>不論上述損失是由同時發生或其他時間發生的其他任何原因或事件造成。</p> <p>2 依據本保險合同或其批單的所有條款、條件、限制和除外責任，本保單保障由網絡事件直接導致的任何火災或爆炸所造成的保險標的的物理損失或物理損壞，但該網絡事件是由網絡行為引起、造成或與之相關的除外，包括但不限於控制、預防、制止或補救任何網絡行為而採取的任何行動。</p> <p>3 依據本保險合同或其批單的所有條款、條件、限制和除外責任，如果被保險人擁有或運營的資料處理介質受到本保單保障範圍內的物理損失或物理損壞，對於修理或更換資料處理介質本身的費用，以及從備份或從原件複製資料的費用，本保險合同負賠償責任。這些費用不包括研究和工程費用，也不包括重新創建、收集或彙集資料的任何費用。如果未維修、更換或恢復資料處理介質，則其估價基準應為空白的該等資料處理介質的費用。但是，本保險合同不保障與此資料的價值、被保險人或任何其他方有關的任何金額，即使該資料無法重新創建、收集或彙集。</p> <p>4 如果本批單任何部分無效或無法執行，其餘部分繼續有效。</p> <p>本批單與保險合同條款有任何不一致，以本批單為準；保險合同其他條款維持不變。</p> <p>以下定義適用於本批單：</p> <p>5 網絡損失指由任何網絡行為或網絡事件（包括但不限於控制、預防、阻止或補救任何網絡行為或網絡事件而採取的任何措施）直接或間接引起、造成或與之相關的任何損失、損壞、責任、索賠、花費和任何性質的費用。</p> <p>6 網絡行為指未經授權的、惡意的或構成犯罪的一次行為或一系列相關的此類行為（無論其時間、地點如何），或威脅或謊稱實施涉及訪問、處理、使用或操作任何電腦系統的上述行為。</p> <p>7 網絡事件指：</p> <p>7.1 涉及訪問、處理、使用或操作任何電腦系統的任何錯誤或疏漏，或一系列相關的此類錯誤或疏漏；或者</p> <p>7.2 任何電腦系統的部分或全部不可用、無法訪問、處理、使用或操作，或一系列相關的此類針對電腦系統的部分或全部不可用、無法訪問、處理、使用或操作。</p> <p>8 電腦系統指：</p>



	<p>8.1 由被保險人或任何其他方擁有或經營的任何電腦、硬體、軟體、通信系統、電子設備</p> <p>(包括但不限於智慧手機、筆記型電腦、平板電腦、可穿戴設備)、伺服器、雲或微控制器，包括任何上述設備的類似系統或任何配置，包括任何相關的輸入、輸出、資料存放裝置、網路設備或備份設備。</p> <p>9 數據指以某種形式記錄或傳輸，並通過電腦系統使用、訪問、處理、傳輸或存儲的資訊、事實、概念、代碼或其他任何形式的資訊。</p> <p>10 資料處理介質指任何可存儲資料的保險標的，不包括存儲資料本身。</p>
P021A	<p><b>「核生化恐怖主義」活動</b></p> <p>任何核子、化學及生物恐怖主義（「核生化恐怖主義」）活動，不論有關損失是否由其他因由或事件同時或以任何時序所引致，本公司均毋須作出賠償。</p> <p>就本條款而言：</p> <p>「核生化恐怖主義」活動指（包括但不限於）在本保單的受保期內，任何一名或多名人士單獨、代表或聯同任何組織或政府使用或威脅使用任何核子武器或裝置，或發射，釋放，散佈，發出或漏出任何固體、液體或氣體化學製劑及／或生物製劑以達致政治、宗教、意識形態或類似目的（包括企圖影響任何政府及／或引致公眾或部分公眾產生恐慌）。</p> <p>「化學」製劑指任何一種經適當撒播，將對人類、動物、植物或實質財產造成傷害，損壞或致命影響的化合物。</p> <p>「生物」製劑指任何可令人類、動物或植物致病及／或死亡的病原（可引致疾病）微生物及／或生物製毒素（包括經基因改造的生物及化學合成毒素）。</p> <p>本條款亦毋須就因採取任何行動，以控制、預防或遏止核生化恐怖主義活動，或與任何核生化恐怖主義活動有關的任何方式而直接或間接導致或造成的任何損失、損壞、費用或開支作出賠償。</p> <p>若本公司因本條款而宣稱任何損失、損壞、費用或開支均不在本保單的保障範圍之內，提出任何相反舉證的責任須由受保人承擔。倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。</p>



## Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

In compliance with the Personal Data (Privacy) Ordinance, CMB Wing Lung Insurance Company Limited ("the Company") would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for insurance products and services, insured, claimant, sureties, guarantors, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, "data subjects") to supply products or services, administration of policies and other insurance and financial services.
2. Failure to supply such data may result in the Company being unable to process the insurance applications or continue to provide the insurance products or services and/or the related services for its customers.
3. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Company, which may comprise all or any one or more of the following purposes:
  - (i) processing and evaluating applications for insurance products and services, arranging a contract of insurance and managing the account of data subject;
  - (ii) providing insurance products and services to data subject and processing request made by data subject in relation to the insurance products and services offered by the Company, including but not limited to alteration, variation, cancellation or renewal of any insurance related products or services;
  - (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
  - (iv) exercising any right of subrogation;
  - (v) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangements;
  - (vi) exercising the Company's rights in connection with the provision of insurance products and services to data subject from time to time;
  - (vii) conducting market, service or product analysis or researching; designing, developing or improving insurance products and services of the Company for data subjects' use;
  - (viii) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in paragraph 5 below);
  - (ix) verifying data subjects' identities with the bank of any merchant in connection with any credit card payment or transaction;
  - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or Affiliated Companies (defined in paragraph 10) that it is expected to comply according to:
    - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or Affiliated Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of insurance or financial services providers;
  - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Affiliated Companies and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xii) enabling an actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Company's rights in respect of the data subjects (including legal, accounting and/or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xiii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Company and Affiliated Companies; and
  - (xiv) purposes relating thereto.
4. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as the Company, or Affiliated Companies or any of the transferees contemplated in paragraph 3 may consider appropriate for the purposes set out under paragraph 3. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Company, Affiliated Companies and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Company relating to data subjects will be kept confidential but the Company is authorized to provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 3:
  - (i) any agent, contractor or third party service provider who provides administrative, management, telecommunications, computer, payment, security, custodian, investigation, debt collection, customer due diligence, anti-money laundering screening or other services to the Company in connection with the operation of its business as well as other services related to the provision of insurance products and services such as medical service providers, emergency assistance service providers, mailing houses, IT service provider, loss adjusters, claim investigators, debt collection agencies and professional advisers;
  - (ii) insurance intermediaries of the data subject;
  - (iii) insurance reference bureaus or credit reference agencies;
  - (iv) reinsurers or reinsurance companies with whom the Company has or proposes to have dealings;
  - (v) any other person under a duty of confidentiality to the Company or Affiliated Companies which has undertaken to keep such information confidential;
  - (vi) any person to whom the Company or Affiliated Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or Affiliated Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers with which the Company or Affiliated Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or Affiliated Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (vii) any actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Company's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (ix) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (x) any Affiliated Companies in Hong Kong or other jurisdiction(s);
- (xi) (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (2) third party reward, loyalty, co-branding and privileges programmes providers;
- (3) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (4) charitable or non-profit making organizations; and
- (5) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 3(viii); and
- (xii) any other person (1) where public interest requires; or (2) with the express or implied consent of the data subject.

### 5. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Company from time to time may be used by the Company in direct marketing;
  - (ii) the following classes of services, products and subjects may be marketed:
    - (1) financial, insurance, credit card, banking and related services and products;
    - (2) reward, loyalty or privileges programmes and related services and products;
    - (3) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - (4) donations and contributions for charitable and/or non-profit making purposes;
  - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
    - (1) Affiliated Companies;
    - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (3) third party reward, loyalty, co-branding or privileges programme providers;
    - (4) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - (5) charitable or non-profit making organisations;
  - (iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph 5(i) above to all or any of the persons described in paragraph 5(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
  - (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph 5(v) above and, when requesting the consent of the data subject or no objection as described in paragraph 5(v) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.
- If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

### 6. Under and in accordance with the terms of the Ordinance, any data subject has the right:

- (i) to check whether the Company holds data about him and access to such data;
- (ii) to require the Company to correct any data relating to him which is inaccurate; and
- (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.

### 7. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

### 8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:

The Data Protection Officer  
CMB Wing Lung Insurance Company Limited  
33/F. Infinitus Plaza, 199 Des Voeux Road Central Hong Kong  
Fax: 2526 7045

### 9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

### 10. In this Notice, Affiliated Companies include

- (a) the Company's successor;
- (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Company;
- (c) any subsidiary undertaking of any such parent undertaking;
- (d) any related company of (a), (b) and (c) above; and
- (e) any associated company of (a), (b) and (c) above;

The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622)

### 11. In case of any discrepancy between the English and Chinese versions, the English version prevails.

January 2023



## 關於個人資料（私隱）條例（「該條例」）致客戶的通知

遵照個人資料（私隱）條例的規定，招商永隆保險有限公司（「本公司」）現通知閣下以下事項：

1. 客戶、潛在客戶及其他個人（包括但不限於保險產品及服務的申請人、受保人、索償人、擔保人、保證人、公司客戶或申請人的股東、董事、高級職員及管理人員、申請人的獨資經營者或合夥人以及其他合約對方）（統稱「資料當事人」）須不時就各種事項向本公司提供有關的資料包括但不限於申請及提供保險或金融產品或服務、管理保單及其他保險及金融服務。
2. 若未能向本公司提供該等資料，可能導致本公司無法為客戶處理保險申請或繼續提供保險產品或服務及/或其他相關服務。
3. 視乎資料當事人與本公司的關係的性質，資料當事人的資料可被用作包含下列全部或其中任何一項或多項的用途：
  - (i) 處理及評估保險產品及服務的申請、安排保險合約及管理資料當事人的賬戶；
  - (ii) 向資料當事人提供保險產品及服務及處理資料當事人對本公司提供的保險產品及服務提出的要求，包括但不限於任何相關保險產品或服務的更改、變更、取消或續期；
  - (iii) 處理、判定保險索償及就保險索償抗辯，包括進行任何附帶調查；
  - (iv) 行使任何代位權；
  - (v) 執行與所提供的保險產品及服務附帶的功能及活動，如核實身份，核對資料及再保險安排；
  - (vi) 行使本公司因不時向資料當事人提供的保險產品及服務而享有的權利；
  - (vii) 進行市場、服務或產品的分析或研究、設計、發展或改善本公司供資料當事人使用的保險產品及服務；
  - (viii) 推廣服務、產品或其他標的（本公司可能會或不會就此獲得報酬）（詳情請參閱以下第5段）
  - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
  - (x) 履行根據下列適用於本公司或關聯公司（定義見下文第10段）期望遵守的就披露及使用資料的義務、規定或安排：
    - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
    - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
    - (3) 本公司或關聯公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
  - (xi) 遵守本公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就關聯公司共用資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
  - (xii) 使本公司的實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人（包括該等參與人或附屬參與人的法律、會計顧問及/或商業顧問）評核其擬承讓、參與或附屬參與的交易；
  - (xiii) 合理的內部管理用途（包括但不限於為申索抗辯及監察本公司或關聯公司所給予或提供的服務質素及效率）；及
  - (xiv) 與上述有關的用途。
4. 如本公司、關聯公司或第3段所指的任何受讓人認為合適，資料當事人的資料可於任何國家（香港境內或境外）處理、保存及傳達或披露，以作第3段所載用途。有關資料可在本公司、關聯公司及/或有關所指受讓人符合適用司法管轄區（香港境內或境外）的當地慣例、法律和規則（包括任何政府行政措施和政令）的情況下發放或披露。本公司持有資料當事人的資料將予以保密，但本公司獲授權可就第3段列明的用途把資料當事人的資料提供予下列各方（不論在香港境內或境外）：
  - (i) 就本公司業務運作向本公司提供行政、管理、電訊、電腦、付款、保安、託管、調查、追討欠款、客戶盡職審查、反清洗黑錢審查或其他服務及就本公司所提供之保險產品及服務相關其他服務的代理人、承辦商或第三方服務供應商，如醫療服務供應商、緊急救援服務供應商、郵寄服務商、資訊科技服務供應商、公證行、理賠調查員、追討欠款公司及專業顧問；
  - (ii) 資料當事人的保險中介人；
  - (iii) 保險資料服務公司或信貸資料服務公司；
  - (iv) 與本公司有或將有商業往來的再保險人或再保險公司；
  - (v) 任何對本公司或關聯公司負有保密責任的其他人士，包括承諾保密該等資料的關聯公司；
  - (vi) 本公司或關聯公司根據對本公司或關聯公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本公司或關聯公司遵守的任何指引或指導，或根據本公司或關聯公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前存在或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
  - (vii) 本公司的任何實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人或受讓人（包括其法律、會計顧問及/或商業顧問）；

- (viii) 對資料當事人的義務提供或計劃提供擔保或第三方抵押的任何人士；
- (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
- (x) 於香港或其他司法管轄區的關聯公司；
- (xi)
  - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
  - (2) 第三方獎賞、長期客戶及專享優惠計劃的供應商；
  - (3) 本公司及關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品（視情況而定）的申請表格上列明）；
  - (4) 慈善或非牟利機構；及
  - (5) 就以上第3(viii)段列明的用途而被關聯公司任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及
- (xii)
  - (1) 在符合公眾利益要求；或
  - (2) 在資料當事人明示或暗示同意情況下之任何其他人士。
5. 在直接促銷中使用資料  
本公司擬把資料當事人資料用於直接促銷，而本公司 該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
  - (i) 本公司可能把本公司不時持有的資料當事人姓名、聯絡資料、品及服務組合資料、交易模式及行、財務背景及人口統計數據用於直接促銷；
  - (ii) 可用作促銷下列類別的服務、品及促銷標的：
    - (1) 財務、保險、信用卡、銀行及相關服務及產品；
    - (2) 獎賞、客戶或會員或優惠計劃及相關服務及品；
    - (3) 本公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
    - (4) 慈善及/或非牟利用途的捐款及捐贈；
  - (iii) 上述服務、品及促銷標的可能由本公司及/或下列各方提供或（就捐款及捐贈而言）徵求：
    - (1) 關聯公司；
    - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
    - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
    - (4) 本公司關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及品的申請表格上列明）；及
    - (5) 慈善或非牟利機構；
  - (iv) 除由本公司促銷上述服務、品及促銷標的以外，本公司亦擬將以上第5(i)段所述的資料提供予以上第5(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、品及促銷標的中使用，而本公司 此用途須獲得資料當事人書面同意（包括表示不反對）；
  - (v) 本公司可能因如以上第5(iv)段所述將資料提供予其他人士而獲得金錢或其他財 的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財 的回報，本公司會於以上第5(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。  
如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒絕促銷。
6. 根據該條例中的條款，任何資料當事人有權：
  - (i) 查核本公司是否持有其資料及查閱該等資料；
  - (ii) 要求本公司改正任何有關其不準確的資料；及
  - (iii) 查明本公司對於資料的政策及實務及獲告知本公司持有的個人資料的種類。
7. 根據該條例的條款，本公司有權對處理查閱資料要求而收取合理的費用。
8. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：  
資料保護主任  
招商永隆保險有限公司  
香港德輔道中199號無限極廣場33樓  
傳真：2526 7045
9. 本通知不會限制資料當事人在該條例下所享有的權利。
10. 在本通知內，關聯公司包括
  - (a) 本公司的繼承者；
  - (b) 本公司的任何附屬企業、關連公司、相聯公司、直接和/或間接母企業；
  - (c) 任何前述母企業的任何附屬企業；
  - (d) 上述(a)、(b)及(c)項提述的任何關連公司；及
  - (e) 上述(a)、(b)及(c)項提述的任何相聯公司。「附屬企業」，「母企業」及「企業」具有香港法例第622章公司條例所指之相同涵義。
11. 如中英文本有任何歧異，皆以英文本為準。