
i-Travel (Annual) Policy

This is your i-Travel (Annual) Policy ("the Policy"). It comes with a Schedule which should be attached to the Policy. Both documents form the contract of insurance. Please read them carefully and keep them safe. You should take them with You when You travel or refer to the soft copies which We have sent to you. Also We suggest that You keep your family members informed of this insurance cover as it would be helpful in the event of a claim.

The Policy is a contract entered into between You and the Company on the basis of the information in the proposal, whether submitted in a written form or through the internet application. Subject to the terms of the Policy and any endorsements to it, We will indemnify You in the manner and to the extent described in the Policy, in respect of events occurring whilst on a Journey during the Period of Insurance for which We have accepted the premium.

The Policy terms, conditions, exclusions and endorsements will apply to You and anyone claiming indemnity on your behalf. The observance and compliance with such terms, conditions and exclusions by You and your representative shall be conditions precedent to our liability to make any payment under this Policy.

Conditions to be satisfied for insurance to operate

This insurance operates only if all of the following conditions are satisfied:

- (a) You are ordinarily residing in Hong Kong at the date of arranging each Journey; and
- (b) the Journey should be a round trip, i.e. the original place of departure and the place of final destination are both Hong Kong; and
- (c) the period of the Journey does not exceed 90 days.

DEFINITIONS

"Bodily Injury" means: -

bodily injury caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

"Close Business Partner" means: -

your close business partner proved as such to our satisfaction on the basis of business registration or corporate registration documentation.

"Family Plan" means: -

a Policy covering You, your legally married spouse and your child(ren) below 18 years of age for which We have charged You at a discounted family premium rate as published by Us from time to time.

"Hijack" means: -

unlawful seizure or wrongful exercise of control of an aircraft in which an Insured Person is travelling.

"Hong Kong" means: -

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

"Hospital" means: -

an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- a) has organised facilities for diagnosis, treatment and major surgery;
- b) provides 24 hours a day nursing services by registered nurses;
- c) is under the supervision of one or more Legally Registered Medical Practitioners; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

"Immediate Family Members" means: -

your legally married spouse, parent(s), parent(s)-in-law, grandparent(s), sibling(s), child(ren), legally adopted child(ren), grandchild(ren) or legal guardian(s).

"Journey" means: -

any journey, which meets the Conditions to be satisfied for insurance to operate stated above, within the Period of Insurance and beginning at the time You leave home or workplace in Hong Kong for the direct purpose of commencing the journey and ending at 2 hours after You arrive at the immigration counter in Hong Kong after completion of the trip.

"Legally Registered Medical Practitioner" means: -

a person other than You or your family members who is a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place.

"Loss of Limb" means: -

loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.
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“Loss of Sight” means: -
total and irrecoverable loss of sight.

“Period of Insurance” means: -
the period specified in the Schedule and any subsequent period for which You shall have paid and We shall have accepted a renewal premium.

“Public Transport” means: -
a licensed and scheduled transport service (other than contractor or private carrier) which any member of the public can join at a recognised stop and pay a fare.

“Schedule” means: -
the document specifying details of You and the insurance provided. The Schedule forms part of the Policy.

“Sickness” means: -
sickness or disease which requires the treatment of a Legally Registered Medical Practitioner and which results in expenses being necessarily incurred.

“Suspension of Public Transport” means: -
suspension of Public Transport for more than one hour.

“Valuables” means: -
jewellery, furs, gold and silver articles, watches, radios, binoculars, cameras and audio/video equipment.

“We / Us / the Company” means: -
MSIG Insurance (Hong Kong) Limited.
(with “our” being the possessive noun for We as defined)

“You / the Insured Person” means: -
each of the persons named or specified in the Schedule, for whom insurance has been arranged. “You” also mean the person or company named as Insured in the Schedule.
(with “your” being the possessive noun for You as defined)

SUMMARY OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of each of the Insured Persons is shown under the table of Benefits below for each of the Journey.

Section	Benefits	Plan A HK\$	Plan B HK\$
1.	Personal Accident Major Burns	1,000,000 1,000,000	500,000 500,000
2.	Medical Expenses Hospital Cash	1,000,000 5,000	500,000 5,000
3.	Trip Cancellation and Curtailment Replacement Employee	50,000 20,000	25,000 20,000
4.	Travel Delay Missed Departure Hijack	3,500 15,000 2,500	3,000 12,500 2,500
5.	Loss of Baggage Delayed Baggage Loss of Business Documents or Samples Personal Money, Documents and Additional Accommodation Expenses	25,000 1,500 2,500 10,000	15,000 1,000 2,500 5,000
6.	Personal Liability	2,500,000	2,500,000
7.	Rental Vehicle Excess	5,000	5,000

SECTION 1 - PERSONAL ACCIDENT

Subject to the maximum indemnity as stated in the Summary of Benefits for the Period of Insurance, We will cover Bodily Injury suffered by You during the Journey resulting in death or permanent disablement, subject to the scale of Benefits shown below which will be paid to You or your legal representative in the event of death.

Benefits	% of the maximum indemnity as stated in the Summary of Benefits
1. Death (which occurs within 12 months from the date of the accident).	100%
2. Permanent total disablement after 12 months' continuous total disablement from the date of Bodily Injury be such and as will in all probability continue for the remainder of your life and prevent You from engaging in or attending to any kind of employment, business, profession or occupation.	100%
3. Loss of two Limbs or Loss of Sight of both eyes.	100%
4. Permanent total loss of speech and hearing.	100%
5. Loss of one Limb or Loss of Sight of one eye.	50%
6. Permanent total loss of speech.	50%
7. Permanent total loss of hearing.	50%

In the event of your death arising from Bodily Injury, We may approve an advance payment of HK\$50,000 as cash relief to your legal representative. Upon payment of such cash relief, our liability under the Death Benefit shall be reduced by the same amount.

Extra Benefits under Section 1

1. **Amateur Dangerous Sports Extension** (Only applicable to You if You are 65 years of age or below when You suffer Bodily Injury)
Notwithstanding General Exclusion 2(b) of the Policy, We will cover death or permanent disablement arising out of Bodily Injury suffered by You in a Journey whilst You are taking part in the capacity as an amateur in hot-air ballooning, scuba diving to a depth not greater than 30 meters below sea-level, winter sports, water skiing, rafting, sailing, windsurfing, bungee jumping or horse riding activities.

The maximum amount We will pay under this Extra Benefit is HK\$500,000 for Plan A and HK\$250,000 for Plan B, subject to the percentage of the maximum indemnity stated above.

2. **Major Burns Benefits**

We will pay You the Benefits in accordance with the following table if You suffer from third degree burns as a result of Bodily Injury in a Journey covering the minimum percentage of the surface area of your body as specified below during the Period of Insurance.

Area of your body	% of surface area	% of the maximum indemnity as stated in the Summary of Benefits
Head	8%	100%
	5%	75%
	2%	50%
Other than Head	20%	100%
	15%	75%
	10%	50%

Any payment made under the Amateur Dangerous Sports Extension and/or the Major Burns Benefits shall be deducted from the amount payable under any other benefits of this Section in respect of the same Bodily Injury.

Special Condition for Section 1 (also applicable to Extra Benefits under Section 1)

Payment of any one of the Benefits will end this Section of the Policy in respect of the Insured Person for whom such payment has been made.

If You are over 65 years of age when You suffer Bodily Injury, the maximum We will pay is 25% of the percentage of maximum indemnity shown under this Section.

If You are below 18 years of age when You suffer Bodily Injury, the maximum amount We will pay is HK\$250,000 under this Section, subject to the percentage of the maximum indemnity stated above.

If You are insured under a Family Plan, the maximum amount We will pay for all of the Insured Persons below 18 years of age under this Section is limited to HK\$1,500,000 for the Period of Insurance.

SECTION 2 - MEDICAL EXPENSES

2.1 Medical Expenses

We will pay expenses itemised below if You suffer Bodily Injury or Sickness during the Journey:

- emergency dental treatment (as a result of Bodily Injury only), medical and surgical expenses charged by a Legally Registered Medical Practitioner or Hospital charge, all of which being necessarily and reasonably incurred elsewhere than in Hong Kong.
- related medical expenses incurred for the continuation of medical treatments received in a) above after returning to Hong Kong of up to HK\$100,000 for a maximum period of 90 days, including Chinese medical practitioners' fees up to HK\$150 per visit per day and up to HK\$1,500 in total for each Journey provided they are supported by receipts from a Chinese medical practitioner (other than You or your Immediate Family Members) who is registered under the Chinese Medicine Ordinance (Chapter 549) of Hong Kong.
- reasonable and additional transport expenses which You have to pay to get back to Hong Kong if it is necessary and unavoidable for You to stay beyond the intended return date and You cannot use your original return ticket.

2.2 Hospital Cash

We will pay HK\$500 for each full day if You are admitted to a Hospital overseas as an in-patient due to Bodily Injury or Sickness sustained during a Journey.

Extra Benefits under Section 2

1. **Amateur Dangerous Sports Extension** (Only applicable to You if You are 65 years of age or below when You suffer Bodily Injury or Sickness)
Notwithstanding General Exclusion 2(b) of the Policy, We will pay the necessary medical expenses incurred if You suffer from Bodily Injury or Sickness (which is indemnified under this Section) whilst You are taking part in the capacity of an amateur in hot-air ballooning, scuba diving to a depth not greater than 30 meters below sea-level, winter sports, water skiing, rafting, sailing, windsurfing, bungee jumping or horse riding activities.

The maximum amount We will pay under this Extra Benefits is HK\$500,000 for Plan A and HK\$250,000 for Plan B.

2. **Extension of period of Journey**

The cover under this Policy will be automatically extended for a maximum of 30 days if the Journey is unavoidably delayed in the event of your Bodily Injury or Sickness covered under this Section.

Special Condition for Section 2 (also applicable to Extra Benefits under Section 2)

If You are over 65 years of age when You suffer Bodily Injury or Sickness (which is indemnified under this Section), the maximum We will pay is 25% of the maximum indemnity payable under this Section.

If You are insured under a Family Plan, the maximum amount We will pay for all of the Insured Persons below 18 years of age under this Section is limited to HK\$3,000,000 for the Period of Insurance.

Special Condition for Section 2.1(a) and (b)

The payment of charges from chiropractors, physiotherapists, occupational therapists, acupuncturists (other than Chinese medical practitioners in 2.1(b)) and the like is subject to the availability of a referral letter or similar certification from a Legally Registered Medical Practitioner.

SECTION 3 - TRIP CANCELLATION AND CURTAILMENT

3.1 Trip Cancellation

We will cover unused travel and accommodation deposits You have paid or payments for which You are legally obliged to pay and which are not recoverable from any other source if your Journey is unavoidably cancelled within 30 days prior to its commencement due to any of the following reasons:

- a) death, Bodily Injury or Sickness of You, your Immediate Family Members, fiancé (fiancée) or Close Business Partner provided that a written advice is received from a Legally Registered Medical Practitioner confirming that the nature of such Bodily Injury or Sickness would render the relevant person unfit for travelling (if he/she is originally planning to travel with You in the Journey) or that it is life threatening;
- b) jury service, witness summons or compulsory quarantine of You;
- c) your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslide which requires your continued presence;
- d) delay in departure from Hong Kong for a period of not less than 24 hours from the date and time of departure specified by the carrier caused by:- (i) strike or industrial action; (ii) riot; (iii) mechanical and/or electrical breakdown/derangement of Public Transport conveyance You have booked to travel; (iv) adverse weather conditions; or (v) natural disaster directly resulting in Suspension of Public Transport.

3.2 Trip Curtailment

We will cover unused travel and accommodation deposits You have paid or payments for which the You are legally obliged to pay and which are not recoverable from any other source if your Journey is unavoidably abandoned and You return to Hong Kong before the scheduled return date once the trip has begun due to any of the following reasons:

- a) death, Bodily Injury or Sickness of You, your Immediate Family Members, fiancé (fiancée) or Close Business Partner provided that a written advice is received from a Legally Registered Medical Practitioner confirming that the nature of such Bodily Injury or Sickness would prevent the relevant person from continuing the Journey (if he/she is travelling with You in the Journey) or that it is life threatening;
- b) jury service, witness summons or compulsory quarantine of You;
- c) your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslide which requires your continued presence;
- d) strike or industrial action;
- e) riot;
- f) adverse weather conditions; or
- g) natural disaster directly resulting in Suspension of Public Transport.

3.3 Replacement Employee (Only applicable if You are either an incorporated or unincorporated company)

Subject to the certification of a Legally Registered Medical Practitioner, if the Insured Person is required to be repatriated to Hong Kong as a result of any valid claim under Section 2 of this Policy during a Journey, We will pay up to the equivalent of the cost of an economy class air ticket to send a replacement employee to the place of employment the Insured Person was originally located. The replacement employee must leave for the said place of employment within 14 days after the decision to repatriate Insured Person.

Special Condition for Section 3.1 and 3.2

When You arrange for any Journey, You must not be aware of any reason for it to be cancelled or curtailed or else the cover under this Section will be void for the Journey.

SECTION 4 - TRAVEL DELAY AND MISSED DEPARTURE

4.1 Travel Delay

We will pay HK\$250 for each period of 8 hours of delay up to the limit shown in the Summary of Benefits due to any of the following reasons: -

- a) if the departure or arrival of the Public Transport conveyance in which You have arranged to travel is delayed by at least 8 hours from the time specified by the carrier due to:- (i) its mechanical and/or electrical breakdown/derangement; (ii) strike or industrial action; (iii) riot; (iv) hijack; (v) adverse weather conditions; or (vi) natural disaster directly resulting in Suspension of Public Transport.
- b) if the Journey is delayed because of death, Bodily Injury or Sickness of You or your Immediate Family Members, fiancé (fiancée) or Close Business Partner travelling with You abroad provided that a written advice is received from a Legally Registered Medical Practitioner confirming that the nature of such Bodily Injury or Sickness would prevent the relevant person from continuing the trip.

4.2 Missed Departure

We will pay the additional transport expenses necessarily and reasonably incurred for which You are obliged to pay and which are not recoverable from any other source in reaching your planned destination or for your return trip to Hong Kong as a direct result of a failure of Public Transport conveyance to get You to the departure port or airport by the time specified by the carrier due to:- (i) strike or industrial action; (ii) riot; (iii) hijack; (iv) adverse weather conditions; or (v) natural disaster directly resulting in Suspension of Public Transport.

If your return trip to Hong Kong is unavoidably re-routed, We will pay for such additional Public Transport and accommodation expenses necessarily and reasonably incurred up to an aggregate limit of HK\$5,000 provided the maximum amount payable under this sub-section shall not exceed the limit shown under the Summary of Benefits.

4.3 Hijack

In the event of a Hijack of the aircraft in which You are travelling, We will pay a benefit of HK\$500 for each day or part of a day that You are prevented from reaching your scheduled destination.

Extra Benefits under Section 4

Extension of period of Journey

The cover under this Policy will be automatically extended for a maximum of 14 days in the event of the delays covered under this Section.

Special Condition for Section 4.1

You must check-in in accordance with the original itinerary and obtain written confirmation from the carrier or their handling agents stating the reason and length of delay or else your right of claim may be prejudiced.

Special Condition for Section 4.1(a)

The period of delay will be calculated from either:

- i) the original scheduled departure time of the Public Transport conveyance supplied by the carrier to You until the actual departure time of 1) the same conveyance, or 2) the first available alternative conveyance provided by the same carrier; or
- ii) the original scheduled arrival time of the Public Transport conveyance supplied by the carrier to You until the actual arrival time of 1) the same conveyance, or 2) the first available alternative conveyance provided by the same carrier.

You can only claim for either departure or arrival delay of the same Public Transport conveyance but not for both.

If You have consecutive connecting flights and/or other conveyances during the same trip, each period of travel delay cannot be accumulated for more than one conveyance. You can only claim for travel delay arising from any one of such conveyances during the same trip.

SECTION 5 - BAGGAGE AND PERSONAL MONEY

5.1 Loss of Baggage

We will pay for accidental loss of or damage to personal baggage taken or owned by You during a Journey, other than documents and samples. At our option, We will pay the cost of repair of the article(s) or reinstatement or replacement of the article(s) as new provided that the article(s) is not more than 1 year old at the time of the accident. For clothing items, We will deduct an amount for wear and tear.

The maximum amount We will pay for:

- a) any single article, pair or set of articles is HK\$3,000.
- b) Valuables or all of your sports equipment is HK\$10,000 in total.

5.2 Delayed Baggage

If your check-in baggage is temporarily lost in transit on an outward Journey and not restored to You within 12 hours, We will reimburse the actual expenses on emergency purchase of essential clothing or toiletries during any one Journey up to the maximum amount shown in the Summary of Benefits. You must obtain written confirmation from the carrier of the number of hours delayed.

5.3 Loss of Business Documents or Samples

We will indemnify You against the cost of replacing or restoring business records, documents or samples as a result of accidental loss or damage during a Journey, subject to a sub-limit of HK\$1,000 per article.

5.4 Personal Money, Documents and Additional Accommodation Expenses

We will cover the loss of your cash or traveller's cheques carried for social and domestic purposes directly arising from theft, robbery or burglary during a Journey.

Cover will be extended in respect of theft or burglary of traveller's cheques and foreign currency purchased (for social and domestic purposes) in respect of the Journey for up to 72 hours before the planned departure time in Hong Kong.

We will pay for the cost of replacing your Hong Kong Identity Card, credit cards, driving licence, travel tickets, hotel vouchers or passport following accidental loss during a Journey.

We will also pay for the reasonable and additional travel and accommodation expenses necessarily incurred by You for the purpose of replacing a new passport in the event of a loss or theft of your passport while You are abroad during the Journey.

SECTION 6 - PERSONAL LIABILITY

We will pay for all sums which You become legally liable to pay as compensation for accidents which happen during a Journey and which result in

- a) death or bodily injury of any person.
- b) loss of or damage to property.

The maximum amount payable for You under this Section in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in the aggregate during the Journey is the maximum indemnity as stated in the Summary of Benefits which is inclusive of any legal costs and expenses awarded against or incurred by You with our written permission.

Special Condition for Section 6

In the case of any accident We may at any time pay to You or your legal representative the maximum indemnity as stated in the Summary of Benefits or any lesser sum(s) for which the claim(s) arising from such accident can be settled (but deducting therefrom any compensation(s) already paid in respect of a) or b) above) and We shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

SECTION 7 - RENTAL VEHICLE EXCESS

If You rent or hire a rental vehicle, or a campervan

- a) from a licensed rental agency, and
- b) the vehicle rental agreement includes an excess (or deductible or similar condition) which makes You liable for the loss of or damage to the vehicle,

We will reimburse You up to the maximum indemnity as stated in the Summary of Benefits per Journey regardless of the number of Insured Persons under this Policy if You become liable to pay this amount under vehicle rental agreement provided that

- a) it is as a result of accidental loss or damage to the vehicle caused by collision or theft while it is in your control, and
- b) You have complied with all requirements of the rental agreement, and
- c) You were at the time of the accident duly licensed to drive the vehicle and were not taking part in or practising for speed or time trials of any kind.

EXCLUSIONS

General Exclusions (applicable to all Sections)

This Policy does not cover any injury, sickness, death, loss, damage, expense or liability directly or indirectly arising out of, attributed to or in connection with:-

1. circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance or at the date of arranging the Journey.
2. You engaging in
 - a) any sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport;
 - b) any organized sports, any kind of race, motor rallies and competition, mountaineering (necessitating the use of ropes or pitons), speed or endurance tests, parachuting, trekking or hiking at an altitude of over 5,000 meters above sea-level, scuba diving to a depth greater than 30 meters below sea-level, or other hazardous pursuits or occupations.
3. business travel involving assignments of a dangerous nature or where your occupation is of a manual nature.
4. suicide, intentional self-inflicted injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or when You are under the influence of intoxicating liquor, drug addiction or solvent abuse.
5. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused.
6. air travel other than when You are traveling as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft.
7. your engagement as an air flight crew, truck driver, courier staff, tourist guide or escort.
8. wilful, malicious, criminal or unlawful acts committed by You or any person acting on behalf of You.
9. consequential loss of any kind.
10. any payment You would normally have made during your travels, if nothing had gone wrong.
11. any claim if You are over 75 years of age when You suffer Bodily Injury, Sickness or incur the loss, damage or liability.
12. any claim whether made by You or anyone acting on your behalf knowing the claim to be dishonest or exaggerated in any way. If there is any misrepresentation or omission to inform Us of any material information at the time of applying for this insurance or at the time of making a claim, whether it is intentional or not, We shall not be liable under the Policy.
13. delay, confiscation, detention, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or Customs or local authority.
14. pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

The insurance by this Policy excludes bodily injury, death, disability, loss, damage, liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

15. War and Terrorism Exclusion
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.
16. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - e) any chemical, biological, bio-chemical, or electromagnetic weapon.
17. Political Risks Exclusion
 - a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
 - b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person, provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.
 - c) the destruction of property by order of any public authority.
18. Cyber Primary Exclusion
 - (i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of You or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking;
 - (ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking; but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from

a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

19. Date Recognition Exclusion

a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;

b) media or systems used in connection with any of the foregoing;

whether your property of or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

(i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above.

This general exclusion does not apply in respect of the following sections, if provided by this Policy

(a) Section 1 - Personal Accident,

(b) Section 2 - Medical Expenses,

(c) Section 6 - Personal Liability.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If the Company alleges that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Exclusions to Sections 1, 2 and 3

We do not cover:-

1. any claim if You are travelling against the advice of a Legally Registered Medical Practitioner or for the purpose of obtaining medical treatment.
2. death or Bodily Injury or Sickness sustained by You caused by or arising from any medical, physical or mental condition which is pre-existing at the time of the application of this insurance or at the date of arranging the Journey including any recurring, chronic or continuing illness or condition which You are aware of or have already received treatment.

A condition is deemed to be pre-existing at the time of the application of this insurance or at the date of arranging the Journey if

a) treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy or the arrangement of the Journey, or

b) You or if You are below 18 years of age, your parent knew or ought to have known prior to the commencement of the Policy or the arrangement of the Journey whether or not treatment or medication or advice or diagnosis was sought or received.

3. any claim arising from venereal disease, pregnancy, childbirth, miscarriage or self-exposure to exceptional risk.
4. the cost of any elective or non-emergency treatment not directly related to the Sickness or Bodily Injury which necessitated your admittance into Hospital.
5. any claim if You are under treatment not recommended by or undertaken by a Legally Registered Medical Practitioner.
6. any cost related to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.

Exclusions to Sections 3 and 4

We do not cover any claim directly or indirectly caused by or resulting from:-

1. strike or industrial action, riot, adverse weather conditions or natural disaster which has commenced or has been announced before the date of applying for this insurance or arranging the Journey.
2. the failure of You to
 - a) check in for departure by the time specified by the carrier (except as reasons specifically provided in Sections 3 & 4);
 - b) act upon the express instructions of the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary;
 - c) notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so.
3. bankruptcy, liquidation, error, omission or default of any travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.
4. overbooking of air or land transport carriers, scheduling/re-scheduling of their crew members.
5. for the sole purpose of Section 4.3, any claim in respect of Hijack if
 - a) the intended destination of the flight is a country in a state of war,
 - b) the flight is flying over an area which is in a state of war, or
 - c) the flight is hijacked to a country in a state of war irrespective of the original intended destination.

Exclusions to Section 5

We do not cover:-

1. any theft loss of items while being left unattended in public places.
2. any loss not reported within 24 hours of discovery to or You have failed to obtain a report from local police or airline or other carrier who had custody of the

- baggage and/or may be responsible for the loss.
3. loss of or damage to Valuables or money from an unattended vehicle or in transit not accompanied by You and outside your control.
 4. household goods and anything shipped as freight.
 5. loss of or damage to items used in connection with your employment or occupation except portable computer, portable office equipment and camera.
 6. loss of or damage to any pager, mobile phone, tablet computer or portable telecommunication equipment or any of its accessories including sim card or digital storage card and the like.
 7. loss of or damage to contact lenses, dentures, prostheses, bonds, negotiable instruments or securities.
 8. breakage of sports equipment while in use.
 9. damage to any brittle or fragile items.
 10. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, denting, scratching, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship.
 11. loss resulting from unexplained disappearance, or shortage due to error or omission or depreciation in value.
 12. any fines or penalties incurred by You due to non-replacement or late replacement of the lost personal documents.
 13. the first HK\$200 of each and every claim per Insured Person (except for claims made under Section 5.2).

Exclusions to Section 6

We do not cover:-

1. any liability arising from personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
2. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
3. fines, penalties, punitive or exemplary damages.
4. any liability arising from or in connection with
 - a) death or bodily injury of your family member or your employee;
 - b) loss of or damage to property which belongs to or in the custody or control of You or your family member or your employee;
 - c) your employment, trade, business or profession;
 - d) the ownership or occupation of any land or buildings other than temporary holiday accommodation;
 - e) the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description.
5. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
6. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
7. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a) asbestos, or
 - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

GENERAL CONDITIONS

1. Child Cover

Child(ren) under the age of 12 must be accompanied by a parent or a guardian in the Journey.

2. Health Warranty

You warrant that all of the Insured Persons upon which this insurance is issued are in good health. If not, You are required to tell Us.

3. Precautions

You must take all reasonable steps to prevent loss, damage or accident and recover any missing property.

4. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible and in any case within 30 days of the happening of such an event. You must also tell Us if You know of any writ, summons or prosecution against You and immediately send Us every letter or document which relates to a claim.

5. Conduct of the Claim

You or any person acting for You, must not negotiate any claim or admit or deny liability without our written permission.

All certificates, information and evidence including police reports, receipts or medical reports which We may require will be supplied at your expense or at the expense of your legal representative. You must produce the damaged article at our request and supply proof as to the existence, ownership and cost of articles lost or stolen in the event of a claim.

If the claim is made in respect of Bodily Injury or Sickness, We may request for a medical examination at our expense. We may also request for a post-mortem examination in the event of a fatal claim at our expense.

6. Subrogation

We shall be entitled to take over and conduct the defence or settlement of any third party claim at our discretion. We shall also be entitled to use your name to enforce recovery against anyone else whether before or after payment of the claim.

7. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

8. Governing Law

The Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

9. Other Insurance (Not applicable to Section 1 - Personal Accident)

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

10. Cancellation

You may cancel the Policy by giving Us written notification, in which case You shall be entitled to a refund of the unused part of premium paid in respect of the unexpired Period of Insurance calculated as per the refund premium table below provided no claim has occurred and made during the current Period of Insurance.

<u>Period of Insurance</u> <u>already covered</u>	<u>Refund Premium</u>
up to 1 month	60% of premium paid by You
up to 2 months	50% of premium paid by You
up to 3 months	30% of premium paid by You
up to 4 months	10% of premium paid by You
Over 4 months	No Refund

We may cancel the Policy by giving 7 days' notice by registered letter to your last known address. A proportionate part of the premium may then be returned to You.

11. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. 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.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

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.

i-Travel（全年旅程）保單

（本中文譯本是有關保險單之意譯本，旨在協助您閱讀有關保險單內容，本中文譯本並不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。）

本文件為「閣下」之i-Travel（全年旅程）保單（以下簡稱「本保單」）。「本保單」附有一份「承保表」。「本保單」及「承保表」共同構成一份完整的保險合約。請詳細閱讀「本保單」及「承保表」並妥為保存，於外遊時隨身攜帶或參閱「本公司」發送給「閣下」的電子副本。「本公司」建議「閣下」的家庭成員亦須知悉「本保單」的保障範圍，以便有需要時，辦理事償手續。

「本保單」是「閣下」與「本公司」根據投保書上所提供的資料（不論以書面形式或透過網上投保形式）締結之合約。「本公司」將根據「本保單」及任何附加於「本保單」之批單條款，在「本公司」已接納「閣下」所繳之保費的「保險期」內，於「旅程」中遭遇的任何受保事件，按照「本保單」訂明的方式及上限作出賠償。

「本保單」之條款、條件、不受保事項及批單條款均同時適用於「閣下」及任何代表「閣下」索償之人士。「本公司」根據本保險計劃作出之任何賠償均以「閣下」及「閣下」之代表是否遵循及遵守此等條款為前提。

保險生效之條件

只有符合以下所有條件，本保險方可生效：

- (a) 「閣下」之通常居住地為「香港」並於「香港」安排每次「旅程」；及
- (b) 「旅程」應為來回行程，即最初出發地及最終目的地均為「香港」；及
- (c) 「旅程」期限不可超過90天。

詞彙定義

「**身體受傷**」是指：－

純粹和直接因意外、暴力、可見及外來因素並獨立於任何其他原因，而非因患病、疾病或逐步身體或精神損耗及損傷引致之身體損傷。

「**密切的業務伙伴**」是指：－

以業務註冊或公司註冊文件向「本公司」證明為「閣下」之密切合作伙伴。

「**家庭計劃**」是指：－

「本公司」以家庭折扣費率收取保費並對「閣下」、與「閣下」同行的合法配偶及18歲以下的子女承保的保單。

「**騎劫**」是指：－

「受保人」所乘的飛機之控制權被非法奪取或不正當行使。

「**香港**」是指：－

中華人民共和國香港特別行政區。

「**醫院**」是指：－

合法設立並領取合法醫院牌照的機構，主要服務包括向傷病者提供住院護理及治療服務並且：

- a) 備有系統性設施以提供診斷、治療及主要手術服務；
- b) 由註冊護士每日24小時提供護理服務；
- c) 由一位或多位「合法註冊醫生」監督運作；及
- d) 並非主要提供診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或近似性質的服務的機構。

「**直系家屬**」是指：－

「閣下」之合法配偶、父母、配偶的父母、祖父母、兄弟姐妹、子女、合法領養的子女、孫子女或法定監護人。

「**旅程**」是指：－

任何在「保險期」內符合上述保險生效之條件的旅程，並由「閣下」離開「香港」的居所或工作地點直接啟程開始至旅程完結返抵「香港」入境服務櫃台後的2小時終結。

「**合法註冊醫生**」是指：－

根據「香港」或意外發生後接受治療之國家地區法例正式註冊及合資格的西醫，但「閣下」或「閣下」之家屬除外。

「**喪失肢體**」是指：－

喪失自手腕或腳踝以上之肢體或完全及永久地喪失手掌、手臂、腳掌或腿部之功能。

「**喪失視力**」是指：－

完全及永久地喪失視力。

「**保險期**」是指：－

「承保表」內指定的期限及「閣下」已繳付且「本公司」已接受續保保費的隨後期限。

「**公共交通工具**」是指：－

領有牌照及可提供定期接載乘客服務的交通工具（特約或私人運輸工具除外），而一般公眾人士可於指定地點乘搭並支付交通費用。

重要事項 — 請細閱此保單，如需更正，請即通知本公司。

「**承保表**」是指：－
一份載有「閣下」及其之保障計劃等保單詳細資料的文件。「承保表」是「本保單」的一部份。

「**疾病**」是指：－
「閣下」需要接受「合法註冊醫生」治療，並需支付合理費用的患病或疾病。

「**公共交通暫停服務**」是指：－
「公共交通工具」暫停服務超過一小時。

「**貴重物品**」是指：－
珠寶、皮草、黃金及純銀物品、腕錶、收音機、望遠鏡、照相機及影音器材。

「**我們/本公司**」是指：－
三井住友海上火災保險（香港）有限公司。
（其中「我們的」是「我們」定義下之所有格名詞）

「**閣下/ 受保人**」是指：－
「承保表」上具名或指明的人士，其並獲得保險之安排。「閣下」亦指「承保表」中所載為投保人的個人或公司。
（其中「閣下的/ 閣下之」是「閣下」定義下之所有格名詞）

保障項目表

除非另行說明及根據有關任何章節作出責任限制，在每次「旅程」期間每名「受保人」的最高賠償額如以下保障項目表所示。

章節	保障項目	計劃A 港幣/元	計劃B 港幣/元
1.	人身意外	1,000,000	500,000
	嚴重燒傷	1,000,000	500,000
2.	醫療費用	1,000,000	500,000
	住院現金	5,000	5,000
3.	取消及縮短行程	50,000	25,000
	替代僱員	20,000	20,000
4.	行程延誤	3,500	3,000
	行程誤點	15,000	12,500
	騎劫	2,500	2,500
5.	遺失行李	25,000	15,000
	行李延誤	1,500	1,000
	遺失商業文件或貨版	2,500	2,500
	個人金錢，證件及額外住宿開支	10,000	5,000
6.	個人責任	2,500,000	2,500,000
7.	租車自負金額	5,000	5,000

第1節-人身意外

「閣下」在「旅程」內因「身體受傷」而導致死亡或永久殘廢，「本公司」將會按下列保障項目之級別向「閣下」或其合法遺產代理人作出下列賠償。

保障項目	「保障項目表」中所列的最高賠償額的百分率
1. 死亡（意外日期起計 12 個月內死亡）。	100%
2. 永久完全殘廢（完全殘廢須由「身體受傷」日期起持續 12 個月，並在可預計的所有情況之下認定將可能終生不能康復，及引致「閣下」無法就業或擔當任何職務）。	100%
3. 「喪失兩肢體」或「喪失雙眼視力」。	100%
4. 永久完全喪失說話能力及失聰。	100%
5. 「喪失一肢體」或「喪失一眼視力」。	50%
6. 永久完全喪失說話能力。	50%
7. 永久完全失聰。	50%

如「閣下」因「身體受傷」而導致死亡，「本公司」可批准向其合法遺產代理人墊付港幣**50,000**元現金。預支上述墊付後，「本公司」將在「本保單」的死亡保障賠償額中扣減相應金額。

第1節的額外保障

1. 業餘危險運動保障（此保障只適用於「閣下」「身體受傷」時，年齡為**65**歲或以下）
在「本保單」一般不受保事項**2(b)**節的限制下，若「閣下」在「旅程」內以業餘身份參與熱氣球、不超過水深**30**米之水肺潛水、冬季運動、滑水、急流飄筏、帆船航行、滑浪風帆、吊索跳或騎馬活動時「身體受傷」而導致死亡或永久殘廢，將可獲得保障。
- 「本公司」對此額外保障的最高賠償額分別為計劃 A 港幣**500,000**元及計劃 B 港幣**250,000**元，並須受上述最高賠償額百分率的規限。

2. 嚴重燒傷

倘若於「保險期」內，「閣下」在「旅程」中遭受三級程度燒傷，且「身體受傷」之表面面積達到下表指明的最低百分率，「本公司」將根據下表就此保障向「閣下」作出賠償。

身體部位	佔身體面面積的百分率	「保障項目表」中所列的最高賠償額的百分率
頭部	8%	100%
	5%	75%
	2%	50%
除頭部以外	20%	100%
	15%	75%
	10%	50%

在同一「身體受傷」之事故，就「業餘危險運動保障」及/或「嚴重燒傷」下作出的任何賠償，須從本章節其他保障項目下應支付的賠償金額中扣除。

適用於第1節之特別條款（同時適用於第1節的額外保障）

「受保人」就以上任何一項保障項目獲得賠償後，「受保人」於「本保單」的第1節內的保障即告終止。

如「閣下」於「身體受傷」時，年齡為65歲以上，本章節最高賠償將為上述最高賠償額的百分率的25%。

如「閣下」於「身體受傷」時，年齡為18歲以下，本章節將根據上述最高賠償額的百分率作出賠償，最高賠償額為港幣250,000元。

如「閣下」投保的為「家庭計劃」，在「保險期」內本章節就所有年齡為18歲以下的「受保人」作出的最高賠償額限於港幣1,500,000元。

第2節 - 醫療費用

2.1 醫療費用

如「閣下」於「旅程」期間「身體受傷」或患上「疾病」，「本公司」將賠償下列費用：

- 由「合法註冊醫生」收取的緊急牙科治療（由「身體受傷」引致）、醫療、外科手術之費用或「醫院」費用，該等費用應為合理及必須的，並於「香港」以外地方支付。
- 返回「香港」後90天內因繼續接受上述第2節a)中有關之覆診的醫療費用，最高賠償額為港幣100,000元。該等覆診費用包括中醫師費用，最高賠償為每天一次、每次港幣150元，最高賠償總額則為每次「旅程」港幣1,500元，惟「閣下」必須出示在香港《中醫藥條例》（第549章）下註冊的中醫師（「閣下」或「閣下」之「直系家屬」除外）簽發的收據，以作證明。
- 如「閣下」必須以及無可避免地需要延遲返回「香港」的日期，因而不能使用原來的回程機票，「本公司」將賠償合理的額外返港之交通費。

2.2 住院現金

如「閣下」在「旅程」中因「身體受傷」或「疾病」在海外入住「醫院」，「本公司」將支付為每整天港幣500元的住院現金賠償。

第2節的額外保障

- 業餘危險運動保障**（此保障只適用於「閣下」「身體受傷」或患上「疾病」時，年齡為65歲或以下）
在「本保單」一般不受保事項的第2(b)節限制下，若「閣下」以業餘身份參與熱氣球、不超過水深30米之水肺潛水、冬季運動、滑水、帆船航行、急流飄筏、滑浪風帆、吊索跳或騎馬活動而「身體受傷」或患上「疾病」（受本章節所保障），「本公司」將賠償有關之醫療費用。

「本公司」對此額外保障的最高賠償額分別為計劃 A 港幣500,000元及計劃 B 港幣250,000元。

2. 延長「旅程」期限

如「閣下」因本章節下承保的「身體受傷」或「疾病」而導致「旅程」不可避免地延遲，則「本保單」的承保期限將自動延長最多30天。

適用於第2節之特別條款（同時適用於第2節的額外保障）

如「閣下」於「身體受傷」或患上「疾病」（受本章節所保障）時，年齡為65歲以上，最高賠償將為本章節最高賠償額的25%。

如「閣下」投保的為「家庭計劃」，在「保險期」內本章節就所有年齡為18歲以下的「受保人」作出的最高賠償額限於港幣3,000,000元。

適用於第2.1(a)及(b)節之特別條款

由脊醫、物理治療師、職業治療師、針灸師（第2.1(b)節中所列的中醫師除外）等人所收取的費用，須同時附有「合法註冊醫生」的轉介信或類似證明的情況下，才獲賠償。

第3節 - 取消及縮短行程

3.1 取消行程

如「旅程」出發前30天內，因以下任何原因而無可避免地取消「旅程」，「本公司」將就「閣下」已支付或法律上必須支付，且不能從任何其他途徑追討之尚未享用的旅程及住宿按金作出賠償：

- 「閣下」、「閣下」之「直系家屬」、未婚夫（妻）或「密切的業務夥伴」的死亡、「身體受傷」或患上「疾病」，惟需收到「合法註冊醫生」的書面證明，確認該「身體受傷」或「疾病」會導致有關人士不適合旅遊（如有關人士為「閣下」的「旅程」之旅遊伙伴）或情況會涉及生命威脅；
- 「閣下」需履行陪審團責任、被傳召作證人或需按規定接受隔離檢疫；
- 「閣下」「香港」的住所因盜竊、火災、水災、颱風、地震或山泥傾瀉而受到嚴重損毀或不能居住致令「閣下」必須逗留在「香港」善後；
- 因(i)罷工或工業行動；(ii)騷亂；(iii)已安排乘坐的「公共交通工具」發生機械及/或電力故障/失靈；(iv)惡劣天氣；或(v)自然災害直接導致「公共交通暫停服務」，而引致於客運公司原定離開「香港」的日期和時間延誤不少於24小時。

3.2 縮短行程

如「旅程」開始後，「閣下」因以下任何原因而無可避免地放棄「旅程」，並於原定返港日期前返回「香港」，「本公司」將就「閣下」已支付或法律上必須支付，且不能從任何其他途徑追討之尚未享用的旅程及住宿按金作出賠償：

- a) 「閣下」、「閣下」之「直系家屬」、未婚夫（妻）或「密切的業務夥伴」的死亡、「身體受傷」或患上「疾病」，惟需收到「合法註冊醫生」的書面證明，確認該「身體受傷」或「疾病」不允許有關人士繼續「旅程」（如有關人士為「閣下」的「旅程」之旅遊伙伴）或情況會涉及生命威脅；
- b) 「閣下」需履行陪審團責任、被傳召作證人或需按規定接受隔離檢疫；
- c) 「閣下」「香港」的住所因盜竊、火災、水災、颱風、地震或山泥傾瀉而受到嚴重損毀或不能居住致令「閣下」必須逗留在「香港」善後；
- d) 罷工或工業行動；
- e) 騷亂；
- f) 惡劣天氣；或
- g) 自然災害直接導致「公共交通暫停服務」。

3.3 替代僱員（只適用於「閣下」為有限公司或無限公司）

如「旅程」中「受保人」因「本保單」第2節下的任何有效索償而需要被送返「香港」（須提供「合法註冊醫生」證明此需要），「本公司」將支付相等於經濟客位機票價錢的賠償予「閣下」將替代僱員送往「受保人」原先所處的工作地點。替代僱員必須在作出送返「受保人」決定後的14天內前往該工作地點。

適用於第3.1及3.2節之特別條款

當「閣下」安排「旅程」時，「閣下」須不知悉任何引致「旅程」取消或縮短的情況，否則本章節之保障條款即告失效。

第4節 - 行程延誤及行程誤點

4.1 行程延誤

如「閣下」受到以下原因導致行程延誤，「本公司」將就每8小時之延誤時期賠償港幣250元，最高賠償額以「保障項目表」所示的最高上限為準：

- a) 因(i)「公共交通工具」發生機械及/或電力故障/失靈；(ii)罷工或工業行動；(iii)騷亂；(iv)騎劫；(v)惡劣天氣；或(vi)自然災害直接導致「公共交通暫停服務」，而導致「閣下」已安排乘坐的「公共交通工具」的啟程或抵達時間於客運公司原定的時間延誤至少8小時。
- b) 因「閣下」、與「閣下」同赴「旅程」之「直系家屬」、未婚夫（妻）或「密切的業務夥伴」的死亡、「身體受傷」或患上「疾病」而延誤，惟需收到「合法註冊醫生」的書面證明，確認該「身體受傷」或「疾病」不允許有關人士繼續旅程。

4.2 行程誤點

如「閣下」因(i)罷工或工業行動；(ii)騷亂；(iii)騎劫；(iv)惡劣天氣；或(v)自然災害直接導致「公共交通暫停服務」，而直接導致所乘的「公共交通工具」無法接載「閣下」於客運公司指定的時間抵達啟程的港口或機場，「本公司」將賠償「閣下」在法律上必須支付，且不能從任何其他途徑追討的前往原定目的地或返回「香港」之必須和合理的額外交通費用。

如「閣下」必須以其他路線返回「香港」，「本公司」將支付此等必須和合理的額外「公共交通工具」及住宿費用，最高賠償金額為港幣5,000元，惟於本條款下，最高賠償額不應超過「保障項目表」所示本節之最高金額。

4.3 騎劫

如「閣下」因所乘搭的飛機遭「騎劫」而未能抵達原定目的地，「本公司」將賠償每延誤一天港幣500元，不足一天按一天計算。

第4節的額外保障

延長「旅程」期限

如發生本章節承保的事項，「本保單」的承保期限將自動延長最多14天。

第4.1節之特別條款

「閣下」必須依原定行程於集合地點準時報到，並取得客運公司或其代理發出之證明書，列明延誤原因及時間，否則「閣下」之索償權可能受損。

第4.1(a)節之特別條款

延誤期的計算方法為以下其中一種：

- i) 由向「閣下」提供「公共交通工具」的客運公司的原定出發時間至同一客運公司提供的1)同一交通工具，或2)首先提供的其他交通工具的實際出發時間；或
- ii) 由向「閣下」提供「公共交通工具」的客運公司的原定到達時間至同一客運公司提供的1)同一交通工具，或2)首先提供的其他交通工具的實際到達時間。

「閣下」只可就同一「公共交通工具」的出發或到達時間的延誤提出索償。

倘若「閣下」在同一旅程中有連續的轉接航班及/或其他交通工具，不同交通工具之行程延誤不可累加。「閣下」只可就同一旅程中的任何一種交通工具的其中一次行程延誤提出索償。

第5節 - 行李及個人金錢

5.1 遺失行李

如屬於「閣下」隨身行李於「旅程」期間意外遺失或損毀（文件及貨版除外），「本公司」將作出賠償。「本公司」有權選擇以修理或修復或重新購置此等損毀或遺失物品所需的費用作出賠償。惟重新購置之賠償只適用於該等事發時購置日期為不超過1年之物品。衣物賠償則須扣除折舊。

「本公司」支付的最高賠償額為：

- a) 每件、每套或每組物品港幣3,000元。
- b) 「貴重物品」或所有運動器材的總賠償額為港幣10,000元。

5.2 行李延誤

如「閣下」寄艙託運之行李在到達海外目的地或過境期間短暫遺失，而未能於12小時內送還予「閣下」，「本公司」將賠償緊急購買必需衣物或梳洗用品的實際開支，最高賠償額以「保障項目表」之最高上限為準。「閣下」必須取得客運公司書面證明延誤時間。

5.3 遺失商業文件或貨版

「本公司」將賠償「閣下」於「旅程」期間因意外而遺失或損毀的業務記錄、文件或貨版之更換或修復費用，每件物品的賠償上限為港幣1,000元。

5.4 個人金錢、文件及額外的住宿開支

「本公司」將賠償「閣下」於「旅程」期間直接因盜竊、搶劫或爆竊而遺失用作社交及私人用途之現金或旅行支票。

此保障亦將賠償「閣下」於原定離港時間前之72小時內，在「香港」因盜竊或爆竊而遺失因「旅程」而購買的旅行支票及外幣（用作社交及私人用途）。

「本公司」將賠償「閣下」於「旅程」期間因意外而遺失的香港身份證、信用卡、駕駛執照、交通工具票證、酒店憑單或護照之補領費用。

如「閣下」於「旅程」期間，在海外遺失或被盜去護照，「本公司」將賠償因換領新護照所引致的合理及必須的額外交通及住宿費。

第6節 - 個人責任

「本公司」將賠償「閣下」於「旅程」期間因意外引致的

- a) 他人死亡或身體受傷
- b) 他人財產損失或損毀

於法律上必須承擔的賠償責任。

就每一事故、由同一源頭或原因引致的一連串事故以致於整段「旅程」，於本節應支付予「閣下」的最高賠償金額不應超過「保障項目表」所示的最高賠償額，此金額亦包括經由法院判決須由「閣下」支付或由「閣下」引致並獲得「本公司」書面同意支付的訴訟費用。

第6節之特別條款

倘出現任何意外，「本公司」會隨時按照「保障項目表」所載的最高賠償額或能讓因該意外引起的索償達成和解所需的任何較少金額（就上述第a)或b)中扣除已支付的任何賠償）對「閣下」或「閣下」的法律代表作出賠償，且之後「本公司」將不會就該意外承擔任何進一步的法律責任，支付於該支付日期之前所引致的訴訟費用及開支除外。

第7節 - 租車自負金額

倘「閣下」

- a) 從持牌出租代理處租用汽車或露營車，及
- b) 其汽車租賃協議規定須要「閣下」支付汽車遺失或損毀的自負金額（或扣除金額或類似的情況），

當「閣下」須按照此汽車租賃協議承擔此等自負金額，「本公司」將對每次「旅程」（不論「本保單」下「受保人」數量之多寡）支付不超過「保障項目表」所載的最高賠償額的賠款。惟須符合以下條件：

- a) 汽車在「閣下」的控制範圍內因意外碰撞或盜竊造成之損失或損毀，及
- b) 「閣下」已遵守該租賃協議之所有要求，及
- c) 「閣下」在意外發生時持有有效駕駛執照且沒有參與或進行任何超速駕駛或計時賽。

不受保事項

一般不受保事項（適用於整份保單）

「本保單」不承保因以下原因而直接或間接引致或造成或與下列事故相關之任何受傷、患病、死亡、損失、損毀、開支或責任：-

- 1. 於投保時或於安排「旅程」時已知悉的任何可能引致索償的情況或身體狀況。
- 2. 「閣下」
 - a) 以職業選手身份或以有收入或酬金的方式參加任何體育活動；
 - b) 參加有組織的體育活動、任何競賽、汽車拉力賽及賽車、攀山（需要使用繩索或巖釘）、速度或耐力競賽、跳傘、在海拔逾5,000米的高地徒步登山旅行或遠足、在逾30米水深進行水肺潛水或其他危險活動或消遣。
- 3. 出外公幹時涉及任何危險性或體力勞動的工作。
- 4. 自殺、自戕、精神錯亂、精神或神經紊亂、睡眠失調、精神病、或「閣下」在醉酒、吸毒或濫用藥物的影響下。
- 5. 人類免疫力缺乏症病毒(HIV)及/或與HIV有關的任何疾病，包括獲得性免疫缺陷綜合徵(AIDS)及/或其導致的任何突變衍化物或變種。
- 6. 「閣下」以收費乘客身份乘搭定期商業航班或特許包機以外的航空旅程。
- 7. 「閣下」為航空公司機組人員、卡車司機、速遞人員、導遊或領隊之身份。
- 8. 「閣下」或任何人士依照「閣下」指示作出的故意、惡意、刑事或非法的行為。
- 9. 任何種類或形式的後果損失或損毀。
- 10. 於一般沒有意外發生的情況下，旅程所必須支出的任何費用。
- 11. 當「閣下」「身體受傷」、患上「疾病」或引致損失、損毀或責任時，年齡為 75 歲以上之任何索償。
- 12. 「閣下」或「閣下」之代表在知情下提出任何不誠實或誇大之索償。不論是否有意，倘若向「本公司」申請保險或提出索償時存在任何重要資料失實聲明或隱瞞，「本公司」將毋須承擔「本保單」的賠償責任。
- 13. 財產因任何政府或公共機關或海關或地方權力機構的行動或命令引致的延誤、沒收、扣留、收歸國有、徵用、毀滅或損壞。
- 14. 以音速或超音速飛行之飛機及其他空中飛行裝置引致的壓力周波。

「本保單」概不承保因以下原因而直接或間接引致或造成或與以下事故相關之身體受傷、死亡、傷殘、損失、損毀、法律責任、費用或開支，並包括任何性質之相應損失，不論此等損失乃同時或以任何其他次序由任何事故或事件所引致亦然：-

- 15. 戰爭及恐怖活動不承保條款
 - a) 戰爭、侵略、外敵行動、敵對局面或交戰事件（不論正式宣戰與否）、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
 - b) 任何恐怖活動，包括但不限於：任何人士（人等）或團體因政治、宗教、思想形態或類似目的，透過以下方式表示或以其他方式，及/或令公眾或任何公眾組別恐慌：
 - 使用武力、暴力或以武力、暴力威脅及/或
 - 傷害或損害人身或財產（或受到此等傷害或損害威脅），包括但不限於核子輻射及/或化學污染及/或生物劑，或
 - c) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第a)或b)條有關之行動。

16. 輻射污染、化學、生物、生化或電磁武器不承保條款

- 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
- 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
- 任何應用原子或核子分裂，及/或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置；
- 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
- 任何化學、生物、生化或電磁武器。

17. 政治風險不承保條款

- 被任何法定機關充公、收歸國有或徵用而永久或暫時喪失佔管權；
- 因任何財產被任何人士非法佔用或佔管而永久或暫時喪失其佔管權，但投保財產在喪失佔管權之前或期間蒙受實際「本保單」承保之損害，則「本公司」仍需向「閣下」承擔責任。
- 任何公營權力機關下令銷毀財產。

18. 電腦病毒及黑客入侵不承保條款

- 損壞：任何電腦、其他設備、元件、系統或項件所處理、儲存、傳遞或檢取之數據或其任何部份，包括但不論乃有形或無形的數據（包括但不限於任何資料、程式或軟件）的損失或破壞，亦不論是否屬於「閣下」之財產亦然，惟此等損壞乃「程式或操作員錯誤」病毒或同類機制或黑客入侵所致；
- 相應損失：由「程式或操作員錯誤」病毒或同類機制或黑客入侵直接或間接導致或引起；惟本不承保條款並不適用於任何「釋定緊急事件」（釋義以下文訂明為準）嗣後導致財產損失、損毀或損害或相應損失所引起的索償，但有關索償必須屬於「本保單」承保範圍。

釋義

茲於本不承保條款而言，「釋定緊急事件」指火警、雷電、爆炸、飛機及其他航天裝置或物品下墜、暴動、內亂、罷工、工人被拒門外、參與勞工騷亂人士、竊賊以外懷惡意人士、地震、暴風、水災、任何水箱器具或管道漏水、任何車輛或動物撞擊、火山或霜雪所造成的事件。

病毒或同類機制

病毒或同類機制指蓄意設計以損壞、干擾或對電腦程式、數據檔案或操作造成不利影響的程式符號、程式指引或任何指引組合，不論是否涉及自行複製活動亦然。病毒或同類機制的釋義包括但不限於特洛伊木馬病毒及邏輯炸彈病毒。

黑客入侵

黑客入侵指未經授權進入任何電腦、其他設備、元件、系統或項件，以儲存、傳遞或檢取數據。

19. 日期辨識除外條款

- 電子環路、微型晶片、合成電路、微型處理器、嵌入式系統、硬件、軟件、固件、程式、電腦、數據處理設備、電訊設備或系統，或任何同類裝置；
 - 配合前述各項物品使用之媒體或系統；
- 此等物品（不論是否屬於「閣下」之財產）於任何時間出現故障或失靈情況，以致無法藉著使用任何數字、標誌或文字顯示個別日期，從而達到任何或所有原訂目的及相應效果，「本保單」一概不承保由此直接或間接引起或導致之任何索償，
- 包括但不限於因以下情況而導致以上任何物品無法識別、讀取、儲存、保留、恢復及/或正確地操作、解讀、傳送、回送、計算或處理任何日期、數據、資料信息、命令、邏輯或指令：
- 識認、使用或套用任何並非真實或正確之日期、週天或時期；
 - 操作以上a)及b)條所訂明物品已編程及綜合使用之任何指令或邏輯。

本不承保條款不適用於以下三章節的保障：

- 第 1 節 - 人身意外
- 第 2 節 - 醫療費用
- 第 6 節 - 個人責任

制裁限制之不承保條款

如「本保單」所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國或美國所作出的貿易或經濟制裁或法規，「本公司」將視其為「本保單」的不承保事項，因而不會承擔支付任何索償或提供任何保障的責任。

就以上不受保事項而言，倘「本公司」基於此等不受保條款而認為本保險並不承保任何損失、損害、費用或開支，「閣下」需自行承擔作出反證的責任。

適用於第 1、2 及 3 節之不受保事項

「本公司」不承保以下項目：

- 「閣下」因有違「合法註冊醫生」勸喻而進行的旅程或該旅程的目的為接受治療的索償。
- 「閣下」因投保時或安排「旅程」時早已存在的任何疾病、身體或精神病況而導致死亡、「身體受傷」或「疾病」，包括「閣下」已知悉或曾接受治療的繼發性、慢性或持續性的疾病或病況。
以下情況均視為投保時或安排「旅程」時早已存在的情況：
 - 在「本保單」生效前或安排「旅程」前已尋求、獲得或可預見的治療、服藥、建議或診斷；或
 - 「閣下」或其父母（如「受保人」未滿18歲）任何一方在「本保單」生效日期前或安排「旅程」前已知悉或應該知悉的狀況，不管此等狀況是否已尋求或獲得治療、服藥、建議或診斷。
- 因性病、懷孕、分娩、流產或故意犯險的索償。
- 任何與「疾病」或「身體受傷」無直接關係的非病理上必須或非緊急性住院醫療開支。
- 非由「合法註冊醫生」建議或進行的治療的索償。
- 溫泉療養院、療養院、護理中心或任何復康中心提供的任何治療及服務費用。

適用於第 3 及 4 節之不受保事項

「本公司」不承保因以下事項而直接或間接引致或造成之索償：

- 投保前或安排「旅程」前已開始發生或已宣佈的罷工或工業行動、騷亂、惡劣天氣或自然災害。
- 「閣下」未能
 - 於客運公司指定啟程時間報到（已列明於第 3 及 4 節之原因除外）；
 - 按旅程代理人、旅行社、客運公司或提供有關旅遊服務之承辦商的要求行事；
 - 於知道需要取消或擱置旅程時立即通知旅程代理人、旅行社、客運公司或提供有關旅遊服務之承辦商。
- 因旅程代理人、旅行社、客運公司或提供有關旅遊服務之承辦商破產、結束營業、錯誤、疏忽或不負責行為。

4. 空路或陸路客運公司超量售出機票或車票、其機組人員安排/重新安排。
5. (以下只專用於第4.3節有關「騎劫」之索償):
 - a) 航班的預定目的地是處於交戰狀態的國家;
 - b) 航班會飛越處於交戰狀態的地區;或
 - c) 航班被騎劫至處於交戰狀態的國家(不論其原定目的地)

適用於第 5 節之不受保事項

「本公司」不承保以下項目:

1. 物品存放於公共場所無人照管導致的任何盜竊損失。
2. 「閣下」於發現損失後24小時內仍未向當地警方報案或索取遇事報告,或未向保管行李及/或可能因有關損失而需承擔責任的航空公司或其他客運公司報告的任何損失。
3. 存放在無人看管車輛內或於「閣下」不在場及在控制範圍以外的運輸途中時遺失或損壞的「貴重物品」或款項。
4. 由船隻附運的家居或其他物品。
5. 遺失或損毀「閣下」在職業或工作中使用的物件(手提電腦、手提辦公設備及照相機除外)。
6. 遺失或損毀傳呼機、手提電話、平板電腦或手提通訊設備或其任何配件,包括電話卡和數碼存儲卡等。
7. 遺失或損毀隱形眼鏡、假牙、義肢、債券、流通票據或股票。
8. 使用運動器材時造成之損壞。
9. 任何易碎或易破爛物品之損毀。
10. 因損耗、折舊、逐漸變壞、蟲害、發霉、凹痕、刮痕、氣候變化、光合作用、加熱過程、清潔、維修、修復、機械或電器故障、使用不當、設計或手工欠佳的損毀或損失。
11. 任何原因未明的損失,或因錯漏引致的損失或貶值。
12. 「閣下」因未補領或延誤補領已遺失的個人證件的罰款或刑罰。
13. 每名「受保人」在每一個索償中的首港幣 200 元的賠償(第 5.2 節索償除外)。

適用於第 6 節之不受保事項

「本公司」不承保以下項目:

1. 直接或間接因滲漏、污染或放射性污染造成的人身受傷和財物的損失、損毀或使用權之喪失的任何責任。
2. 清倒、去除或清理滲漏、污染或放射性污染物質的費用。
3. 罰款、刑罰、懲罰性或懲戒性的損害賠償。
4. 因下列原因而引致或與以下事故相關的任何責任:
 - a) 「閣下」的家庭成員或僱員的死亡或身體受傷;
 - b) 遺失或損毀「閣下」或「閣下」的家庭成員或僱員擁有、持控託管或保管的財物;
 - c) 「閣下」的職業、貿易、商業或專業活動;
 - d) 「閣下」擁有或佔用的任何土地或樓宇,旅程中的暫時性居所除外;
 - e) 「閣下」擁有、持有或使用的動物、槍械、任何型式的機動車輛、船隻或飛機。
5. 任何根據協議所需承擔的任何責任;亦即如無該等協議的存在,「閣下」是不須承擔的責任。
6. 任何透過互聯網、內聯網、企業互聯網及/或透過「閣下」的網站、互聯網網站、網址進行之任何活動及/或業務及/或交易,及/或透過電子方式傳送之電子郵件或文件所引起的任何索償或損失。
7. 依據、源於、直接或間接因下列事項而導致、引致或與此有關的任何形式的索償及損失:
 - a) 石棉;或
 - b) 任何涉及石棉的使用、存在、出現、發現、清除、消除,又或因避免石棉、接觸石棉或可能接觸石棉所導致的任何實際或據稱受傷或損毀。

一般條款

1. 小童保障

12歲以下之兒童必須由家長或監護人陪同成行。

2. 健康保證

「閣下」保證所有「受保人」身體健康。倘若不符合條件,「閣下」務請通知「本公司」。

3. 預防措施

「閣下」必須採取一切合理步驟以防止發生意外、遺失或損毀財物,及找尋失物。

4. 索償通知

「閣下」必須於事發後30天內以書面通知「本公司」所有索償或可能導致索償的事件。如「閣下」知悉或收到任何告票、法院傳票、控告,應立即通知「本公司」及將所有涉及索償的書信或文件送交「本公司」。

5. 索償責任

未取得「本公司」書面同意前,「閣下」或其代表均不得洽議任何索償、承認或否認責任。

「閣下」或其法律代表必須向「本公司」提供所需證書、資料及證據,包括警方報告、收據或醫療診斷報告,一切所需費用由「閣下」或其代表支付。「閣下」必須按「本公司」要求提供受損物件,並在索償時提供關於所遺失或被竊物件之存在、擁有及費用的證明。

如「閣下」因「身體受傷」或「疾病」提出索償,「本公司」有權要求「閣下」進行醫療檢查;或就死亡個案,「本公司」有權要求驗屍,而一切所需費用由「本公司」支付。

6. 債權取代

「本公司」有權斟酌取代及執行第三方索償的辯護或賠償。「本公司」亦有權於賠償相關損失之前或之後,以「閣下」之名義追討於事件中的有關人士。

7. 司法管轄條款

「本公司」將不會就於初審時非由「香港」具司法管轄權的法庭發出或頒令的裁決;與及「香港」法庭以交互協議或其他方式發出強制執行「香港」境外的法庭命令的裁決作出賠償。

8. 司法管轄權

「本保單」遵從「香港」之專有司法管轄權,並根據「香港」法律詮釋。

9. 其他保險（不適用於第1節 - 人身意外）

倘若有其他保險保障「本保單」承保之損失、損毀或責任，「本公司」就「本保單」之賠償責任只限於超出其他保障賠償額以上之結餘費用。

10. 取消保單

「閣下」需以書面形式通知「本公司」後，方可取消「本保單」，如於現行「保險期」內並無索償個案，「閣下」將獲發還餘下未承保「保險期」之保費，發還金額依據下面的保費退款表計算。

<u>已承保「保險期」</u> 在	<u>保費退款</u>
1個月或以下	「閣下」已繳付保費之60%
2個月或以下	「閣下」已繳付保費之50%
3個月或以下	「閣下」已繳付保費之30%
4個月或以下	「閣下」已繳付保費之10%
4個月以上	恕不退款

「本公司」亦可取消「本保單」。在此等情況下，「本公司」將會以掛號信形式給予「閣下」7日通知取消保單，而有關通知則會寄往「閣下」最後為「本公司」知悉的地址。「閣下」將獲發還按比例計算之保費退款。

11. 仲裁

倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（第341章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁決議，方可按「本保單」採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據「本保單」重新提出索償。

12. 《合約（第三者權利）條例》之責任除外權

任何不是「本保單」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「本保單」的任何條款。

Appendix : Travel Worldwide Assistance Services Terms and Conditions

Travel Worldwide Assistance Services are arranged through the Service Provider by MSIG Insurance (Hong Kong) Limited to assist the Member in an emergency during his/her journey.

SECTION 1 - DEFINITIONS

The Company :

Shall mean MSIG Insurance (Hong Kong) Limited.

Assistance Event :

Shall mean any event or occurrence with respect to the Member who is entitled to receive Assistance pursuant to these terms and conditions, occurring within the Territorial Limits set in Section 2 Item 2.2 and subject to Exclusions listed in Section 6.

Bodily Injury :

Shall mean any Bodily Injury caused solely and directly by accidental external violent and visible means occurring during the period of insurance covered by the Travel Policy of the Company.

Dollar :

Shall mean the lawful currency of Hong Kong.

Emergency :

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

Illness :

Shall mean any unforeseen sickness, illness or disease first manifested during the period of insurance covered by the Travel Policy of the Company.

Country of Residence :

Shall mean Hong Kong unless otherwise specified in the Proposal Form of the Travel Policy.

The Member :

Shall mean any person duly covered by the Travel Policy of the Company.

Close Relative :

Shall mean the Member's spouse, parent(s), his/her child(ren), brother(s) or sister(s) excluding parent(s)-in-law, brother(s) / sister(s)-in-law.

The Service Provider :

Shall mean the provider for emergency assistance services appointed by the Company.

Serious Medical Condition :

Shall mean a condition which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

SECTION 2 - DURATION OF COVER AND LIMITATIONS

2.1 DURATION OF COVER

The benefits mentioned in Section 3 are granted during the period of insurance of the Travel Policy.

2.2 TERRITORIAL LIMITS

Except for benefit mentioned under Section 3.1.1, the benefits mentioned in Section 3 apply worldwide outside Country of Residence.

2.3 LIMITATION PERIOD

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two years from the date of occurrence of such event.

SECTION 3 - EMERGENCY ASSISTANCE SERVICE AND BENEFITS

3.1 MEDICAL ATTENTION TELEPHONE MEDICAL ADVICE, EVALUATION AND REFERRAL APPOINTMENT

When medical advice is needed, the Member may telephone the Service Provider's Alarm Centre for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Member shall be referred to another physician or to a medical specialist for personal assessment and the Service Provider will assist the Member in making the medical

appointment, if available locally.

3.2 MEDICAL EVACUATION

Should the Member suffers from Bodily Injury or sudden Illness and in a Serious Medical Condition, the Service Provider will, on behalf of the Company, arrange and pay for :

- The transfer of the Member into one of the nearest hospitals and,
- If necessary, on medical grounds
- i) The transfer of the Member with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sudden Illness, or
- ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Member with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his/her permanent residence, if his/her medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

The Service Provider retains the absolute right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time.

3.3 REPATRIATION AFTER TREATMENT

Following the Medical Evacuation in Section 3.2 above and if medically necessary, the Service Provider will, on behalf of the Company, arrange and pay for the repatriation of the Member to his/her Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Member shall surrender any unused portion of his/her ticket to the Company.

The maximum amount payable under Section 3.2 and 3.3 is HK\$2,000,000.

3.4 REPATRIATION OF MORTAL REMAINS/ASHES

Upon the death of the Member caused by Bodily Injury or sudden Illness, the Service Provider will, on behalf of the Company, make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to HK\$50,000 for (i) the repatriation of the Member's body or ashes to the Member's place of burial in the Member's place of Permanent Residence, or (ii) at the request of the Member's heirs or representative, the local burial of the Member, provided that the Company's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

3.5 COMPASSIONATE VISIT

In the event of the Member suffering from Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Country of Residence for more than 10(ten) consecutive days, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a Return Scheduled Airline (on economy fare basis) for a relative or designated person of the Member to travel from the Member's Country of Residence to the Member's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of 5 (five) consecutive days, but excluding the cost of drinks, meals and other room services.

3.6 RETURN OF UNATTENDED DEPENDENT CHILD(REN) TO COUNTRY OF RESIDENCE

If any of the Member's travelling dependent child(ren) under 16 years of age is left unattended by reason of the Member's Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Country of Residence, the Service Provider will, on behalf of the Company, organise and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child(ren) to return to his/her home in the Member's Country of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Member shall surrender any unused portion of the return ticket to the Company.

If necessary, the Service Provider will, on behalf of the Company, hire and pay for a qualified attendant to accompany any such dependent child(ren) for return journey.

3.7 DEPOSIT GUARANTEE OF HOSPITAL ADMISSION

In the event of the Member suffering from Bodily Injury or sudden illness resulting in hospital confinement, the Service Provider will, on behalf of the Company, guarantee or provide hospital admission deposit up to HK\$40,000, provided that such confinement is duly approved by both the attending physician and the Service Provider's Alarm Centre doctor and the Member is without means of payment of the required hospital admission deposit.

The Member shall reimburse the Company the Hospital Admission Deposit unless the medical expenses are covered by the Travel Policy.

3.8 HOTEL ROOM ACCOMMODATION FOR CONVALESCENCE

In the event of the Member suffering from Bodily Injury or sudden illness resulting in hospital confinement, the Service Provider will, on behalf of the Company, arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5(five) consecutive days, incurred by the Member for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending physician and the Service Provider's Alarm Centre doctor.

3.9 HOSPITAL INTERPRETER SERVICES (Apply to Annual Policy Only)

In the event of the Member suffering from Bodily Injury or sudden illness resulting in hospital confinement, the Member can call the Service Provider for the arrangement of hospital interpreter service. The Service Provider will, on behalf of the Company, arrange and pay for the cost necessarily and reasonably incurred for the hospital interpreter service up to HK\$800 per day and HK\$4,000 per event, provided that such arrangement is duly approved by the Company. The duration for the interpreter to be present at hospital should not exceed 3 hours per day (mainly for doctor consultation hours)

3.10 UNEXPECTED RETURN TO THE COUNTRY OF RESIDENCE

In the event of the death of the Member's Close Relative in his/her Country of Residence while the Member is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his/her Country of Residence, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a scheduled return airline ticket (economy class) for the return of the Member.

3.11 TRAVEL INFORMATION

The Member may contact the Service Provider to obtain the following information and services before starting or during his/her journey.

- Update Immunisations and vaccinations requirement and needs
- Weather information worldwide
- Airport taxes
- Customs requirements
- Passport and visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange rates
- Banking days
- Arrangement of interpreter services
- Arrangement of children escort
- Transmission of urgent messages in case of Emergency

3.12 LUGGAGE RETRIEVAL

In the event of loss or misrouting of the Member's luggage by a common carrier, the Service Provider will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Member may direct.

The cost of delivering the delayed luggage shall be borne by the Member.

3.13 EMERGENCY REROUTING ARRANGEMENTS

The Service Provider will assist the Member in reorganizing his/her flight schedule should an emergency oblige him/her to alter his/her original plan.

3.14 ADMINISTRATION ASSISTANCE

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), the Service Provider will provide the Member with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

3.15 LEGAL ASSISTANCE

The Service Provider will provide worldwide referral of lawyers and solicitors firms in case the Member is involved in a civil litigation.

SECTION 4 - GENERAL OBLIGATIONS /PROCEDURES

4.1 REQUEST FOR ASSISTANCE

In case of an Emergency, and prior to taking personal action where reasonable, the Member or his/her representative shall call the Service Provider's Alarm Centre whose contact number is listed below :

HONG KONG : (852) 3122 6899

and should be stated :

- His/Her name, the certificate number, name of the insurance company and his/her I.D. Card or passport number, and
 - The name of the place and the telephone number where the Service Provider can reach the Member or his/her representative, and
 - A brief description of the accident and the nature of help required.
- The cost of long distance calls shall be borne by the Member.

4.2 FAILURE TO NOTIFY THE SERVICE PROVIDER

- In a life threatening situation, the Member or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call the Service Provider's Alarm Centre to provide the appropriate information as soon as possible.
- In the event of Bodily Injury or sudden illness resulting in the hospitalization of the Member prior to notify the Service Provider, the Member or his/her representative, where possible, shall contact the Service Provider within three days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, The Company may hold the Member responsible.

In the event of repatriation, in order to facilitate prompt response :

The Member or his/her representative shall provide :

- i) The name, address and telephone number of the hospital or other medical facility where the Member has been taken, and,
- ii) The name, address and phone number of the attending physician and, if necessary, the Member's family doctor.

The Service Provider's medical team or other representatives shall have free access to the Member in order to assess the Member's condition. Without reasonable justification for denial of such an access, the Member will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Member by the Service Provider, the Member shall deliver the unused portion of his ticket, or the value thereof, to the Company to offset the cost of such repatriation.

The Member or any party will not be entitled to be reimbursed any expenses without obtaining a prior approval from the Company.

SECTION 5 - OBLIGATIONS OF THE MEMBER

5.1 MITIGATION

The Member shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

5.2 COOPERATION WITH THE SERVICE PROVIDER

The Member shall cooperate with the Service Provider to enable the Service Provider to get all documents and receipts from the relevant sources and assisting the Service Provider at his/her expenses in complying with necessary formalities.

5.3 LIMITATION ON CLAIMS

Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two years of the occurrence of such event.

5.4 SUBROGATION

In the event that the Company makes any payment in connection with the provision of assistance to the Member, the Company shall be subrogated to the rights of such Member to obtain payments from :

- i) Any third party found legally responsible for the assistance, up to the amount of such payment made by the Company, and
- ii) Any other insurance or assistance plan which provides compensation to the assistance events.

SECTION 6 - EXCLUSIONS

The provision of the benefits mentioned under Sections 3.2 to 3.10 is subject to General Exclusions and exclusions applicable to Sections 1, 2 and 3 of the Travel Policy. For details, please refer to the Policy itself.

SECTION 7 - JURISDICTION

The terms and conditions of Travel Worldwide Assistance Services are subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and are to be construed according to the laws of the Hong Kong Special Administrative Region.

DISCLAIMER :

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

全球旅遊支援服務條款與規章

本中文譯本是旨在協助您閱讀此條款與規章之內容，並不應被視為在闡釋任何條文時有任何影響力。

全球旅遊支援服務乃三井住友海上火災保險（香港）有限公司透過「服務供應商」的救援中心提供的服務，以援助旅程中遭遇「緊急事故」的「會員」。

第1節 - 詞彙解釋

「本公司」

指三井住友海上火災保險（香港）有限公司。

「支援事件」

指有權根據此條款與規章使用支援服務的「會員」在第2節第2.2條訂明的「境內地區」遭遇的事件或事況，惟需遵從第6節所載的「不承保事項」。

「身體受傷」

指在「本公司」單段旅程旅遊保險計劃的保險期內，純粹及直接因暴力、意外、外來及可見因素引起的「身體受傷」。

「貨幣」

指香港法定貨幣。

「緊急事故」

指不可合理預防而需要特別協助的嚴重傷病事故或危機。

「疾病」

指任何於「本公司」單段旅程旅遊保險計劃的保險期內首次發病的不可預見疾病、病症或病患。

「原居國家」

指香港，在旅遊保險計劃的投保書特別聲明者除外。

「會員」

指「本公司」旅遊保險計劃所承保的任何人士。

「近親」

指會員的配偶、父母、其子女、兄弟或姊妹，但並不包括岳丈岳母、家翁家姑、叔伯或姑嫂。

「服務供應商」

指「本公司」僱用的緊急支援「服務供應商」。

「嚴重傷病狀況」

指「服務供應商」認為足以構成嚴重傷病「緊急事故」的狀況而必須立刻拯救或治療，否則會導致「會員」死亡或其即時或長遠健康狀況嚴重受損。傷病狀況的嚴重程度將根據「會員」所在的地理位置、傷病「緊急事故」的性質及當地之適當醫護服務或設施的供應情況而釐定。

第2節 - 保險期限及限制

2.1 保險期限

第3節所述的各項保障均於「本公司」旅遊保險計劃的保險期內生效。

2.2 境內地區

除第3.11條訂明的保障外，第3節所述的各項保障均在會員「原居國家」以外的全球地區生效。

2.3 保障有效期限

每一個受保的救援個案，除非其發生在意外事故後兩年內之外，將絕對不獲保障。

第3節 - 緊急支援服務及保障

3.1 醫療診治、電話醫療顧問、評估及轉介約診

「會員」如需就任何傷病接受診治，可致電「服務供應商」的支援中心要求當值醫生提供醫療顧問及評估服務。然而「會員」必須留意，「會員」與醫生在電話交談只屬指導，而並非正式診治。因應「會員」的傷病情況需要，「服務供應商」將協助「會員」預約就診、轉介「會員」至當地的其他醫生或醫療專家，以親自評估傷病情況。

3.2 醫護運送

如「會員」蒙受「身體損傷」或患上突發「疾病」而處於「嚴重傷病情況」，「服務供應商」將代表「本公司」安排及繳付以下服務之費用：

- 轉送「會員」至其中一家就近醫院；
- 如需要者，基於醫療理由：
 - i) 在必要的醫護人士監督下，利用任何途徑(包括但不限於救護飛機、定期航班飛機及救護車)轉送「會員」至擁有更佳設備治理「會員」「身體受傷」或突發「疾病」的醫院；或
 - ii) 如「會員」的身體狀況許可，則在醫護人員監督下，以定期航班飛機(包括以救護車接送往返機場)將「會員」直接送至其永久住所附近的適當醫院或其他醫護設施。醫護人員及主診醫生將按照實際情況決定如何採取必要安排。

在評估其事發時得悉的所有實況及事態後，「服務供應商」保留絕對權利自行決定轉送「會員」的目的地，以及轉送的交通工具或途徑。

3.3 治療後運送返國

當3.2條所述的醫護運送程序完成後，以及視乎「會員」的傷病狀況需要，如「會員」的原有回程機票失效，則「服務供應商」將代表「本公司」安排以定期航班飛機(經濟客位)或任何其他適當的交通途徑運送「會員」返回其「原居國家」及支付有關之費用，其中包括來往機場的任何附加交通費用。唯「會員」必須將其尚未使用的機票部份交予「本公司」。

第3.2條及3.3條的最高賠償額為港幣2,000,000元。

3.4 運送遺體/骨灰返國

如「會員」因「身體受傷」或突發「疾病」而死亡，「服務供應商」將代表「本公司」作出所有必要安排，並支付以港幣50,000元為限之有關費用(包括作出必要行動或安排以辦妥當地手續)，(i)運送「會員」遺體或骨灰至其「原居國家」的墓地；或(ii)按照「會員」遺屬或代表要求，在當地殮葬「會員」。唯「本公司」賠償的最高殮葬費用不會超過本項保障所訂明將遺體運送回國的費用。

3.5 恩恤探訪費用

如「會員」因「身體受傷」或突發「疾病」而在「原居國家」以外地區連續住院超過十(10)天，「服務供應商」將代表「本公司」安排及支付提供「會員」的親屬或指定人士來回定期航班機票(經濟客位)，以從「會員」的「原居國家」前往「會員」入住的醫院探訪「會員」，其中包括在任何擁有合理設施的酒店享用普通客房的費用，最高金額為每日港幣1,200元，最長賠償期為連續五(5)天，但不包括飲食及其他客房服務的費用。

3.6 無人照料受供養子女送返「原居國家」

如與「會員」同行而未滿十六歲子女因「會員」在「原居國家」以外地區蒙受「身體受傷」或突發「疾病」入院而無人照料，如該子女的回程機票失效，則「服務供應商」將代表「本公司」安排及支付定期航班機票(經濟客位)，以便其子女返回「會員」「原居國家」之費用，其中包括來往機場的任何附加交通費用。唯「會員」必須將其尚未使用的機票部份交予「本公司」。

如需要者，「服務供應商」可代表「本公司」聘請合格陪侍人員護送該子女回程。

3.7 入院按金保證

如「會員」因「身體受傷」或突發「疾病」而需入院接受治療，「服務供應商」將代表「本公司」保證或提供高達港幣40,000元入院按金。唯「會員」入院治療必須獲得主診醫生及「服務供應商」支援中心醫生正式核准，而「會員」並無方法支付所需的入院按金。

倘若該等醫療費用並非包括在「本公司」旅遊保險計劃的承保範圍內，會員須自行支付是次入院的一切費用。

3.8 入住酒店客房療養

如「會員」因「身體受傷」或突發「疾病」入院，而主診醫生及「服務供應商」支援中心醫生均認為「會員」有需要於出院後療養，則「服務供應商」將代表「本公司」安排及繳付在「會員」出院後即時入住任何擁有合理設施的酒店之普通客房，而純粹作療養之用的費用。本項保障最高金額為每日港幣1,200元，最長賠償期為連續五(5)天。

3.9 醫院診症傳譯服務(只適用於全年旅遊保單)

如「會員」因「身體受傷」或突發「疾病」入院，「會員」可以聯絡「服務供應商」安排醫院診症傳譯服務。「服務供應商」將代表「本公司」安排及繳付有關服務之費用，最高保障額為每日港幣800元及每宗事故為港幣4,000元。惟該等傳譯服務之收費必須合理及有需要，而且為「本公司」正式允許。傳譯員每天不應逗留在醫院超過3小時(主要為醫生診症時間)。

3.10 突然返回「原居國家」

如居於「會員」「原居國家」的「近親」在「會員」於海外旅遊(移民除外)時身故，以致「會員」需突然返國，「服務供應商」將代表「本公司」安排及支付定期航班機票(經濟客位)之費用，以便「會員」返回「原居國家」。

3.11 旅遊資訊

「會員」啟程之前或在旅程途中，均可聯絡「服務供應商」查詢以下資訊及服務：

- 最新免疫及防疫注射規定及要求
- 全球天氣資訊
- 機場稅
- 報關規定
- 護照及簽證規定
- 領事館及大使館之地址及聯絡電話
- 外幣兌換率
- 銀行營業日
- 安排傳譯員服務
- 安排伴遊嫗姆照料兒童
- 於發生「緊急事故」時傳送緊急訊息

3.12 尋回行李

如「會員」的行李交由公共交通工具運送時遺失或誤送至其他地點，「服務供應商」將與有關機構聯絡，例如(但不限於)航空公司、海關官員等尋回行李，並會安排運送至「會員」指示的地點。
行李的有關運送費用由「會員」支付。

3.13 緊急更改行程安排

如「會員」因「緊急事故」以致需要更改行程，「服務供應商」將協助「會員」重新安排航班。

3.14 行政支援

如「會員」遺失或被盜去重要文件或個人身份證明文件(例如護照、入境簽證等)，「服務供應商」將提供關於當地部門或機關手續的必要資訊，以便「會員」補領失證。

3.15 法律援助

如「會員」涉及民事訴訟，「服務供應商」可提供全球律師及律師行轉介服務。

第4節 - 一般責任/程序

4.1 要求支援

「會員」如遇「緊急事故」，以及在親自採取合理行動之前，「會員」或其代表均可撥長途電話至「服務供應商」的支援中心。聯絡電話號碼如下：

香港：(852) 3122 6899

「會員」致電時應說明：

- 姓名、證明書號碼/保單號碼/客戶編號、保險公司名稱及身份證號碼或護照號碼；及
- 「服務供應商」可聯絡「會員」或其代表的地點及電話號碼；及
- 簡述意外及所需支援的性質。

有關長途電話費用均由「會員」支付。

4.2 未能通知「服務供應商」

- 如有性命危險，「會員」或其代表應試圖透過最適當及快速的途徑安排「會員」前往就近的醫院。然後盡快致電「服務供應商」的支援中心，提供適當資料。
- 如「會員」在通知「服務供應商」之前已因「身體受傷」或突發「疾病」入院，「會員」或其代表應在情況許可下，於「緊急事故」或任何由此引發的健康惡化狀況發生後三(3)日內通知「服務供應商」。如沒有事先通知「服務供應商」，「本公司」有權要求「會員」承責。

如「會員」被送往其他地點，為確保「服務供應商」可迅速作出回應：

「會員」或其代表應提供：

- i) 「會員」被送往的醫院或其他醫療設施的名稱、地址及電話號碼；及
 - ii) 主診醫生(如需要者，「會員」家庭醫生)的姓名、地址及電話號碼。
- 「服務供應商」的醫療人員或其他代表應可自由接觸「會員」，以便評估「會員」的狀況。假如「會員」無理拒絕「服務供應商」的醫療人員或其他代表的接觸，「本公司」將不會提供其他醫療支援服務。

「服務供應商」的醫療人員將按個別情況，將會決定是否適宜運送「會員」回國，並擬定返國途徑及日期。

如「服務供應商」安排「會員」返國，「會員」必須交出尚未使用的機票部份或同值款項，予「本公司」以抵消運送返國的費用。

如事前未徵取「本公司」批准，「會員」或任何一方均無權索償任何開支。

第5節 - 「會員」的責任

5.1 紓減「緊急事故」的影響

「會員」有責任合理地盡力紓減「緊急事故」的影響。

5.2 與「服務供應商」合作

「會員」應與「服務供應商」合作，以便「服務供應商」向有關方面取得所有文件及收據，此外並需協助「服務供應商」遵從及辦理所有必要手續，有關費用需由「會員」支付。

5.3 索償限制

任何索償如關乎「支援事件」或採取法律行動的權利，必須於事件發生後兩(2)年內提出，否則一律無效。

5.4 代位權

如「本公司」就提供支援服務予「會員」及支付任何款項，則「本公司」將取代「會員」，以行使權利向下列人士索償：

- i) 任何應就支援服務承擔法律責任的第三者，最高索償金額為「本公司」已付的款項；及
- ii) 任何就「支援事件」提供保障的其他保險或支援服務計劃。

第6節 - 不承保事項

第3.2至3.10條訂明的各項保障，一律需遵從「本公司」旅遊保險計劃的一般不受保事項及適用於第1、2及3節的不受保事項規定，詳情請參閱保單。

第7節 - 司法裁判權

全球旅遊支援服務的條款與規章遵從香港特別行政區的專有司法管轄權，並按香港特別行政區法律詮釋。

免責條款

「服務供應商」及經該公司轉介為「會員」服務的專業人士乃獨立承辦商，並非「本公司」之職員、代理人或僱員。「本公司」不會就「服務供應商」及經該公司轉介的專業人士(例如但並非局限於醫生、醫院及診所)所提供的服務或因其未能履行有關服務事宜作出任何承擔。

CLAUSE ATTACHMENT

The Travel Insurance Policy is subject to the following clauses:

A132 Trip Cancellation & Curtailment-Extra Benefit for Black Alert under OTA

Subject to the maximum indemnity under the section on Trip Cancellation and Curtailment of the Policy, We will cover unused travel and accommodation deposits the Insured/Insured Person has paid or payments for which the Insured/Insured Person is legally obliged to pay and which are not recoverable from any other source if the insured Journey is unavoidably

- a) cancelled within seven (7) days prior to its commencement or
 - b) abandoned to return to Hong Kong before the scheduled return date once the trip has begun
- due to the raising of a Black Alert against any of the planned destinations of the insured Journey by the Hong Kong Government under the Outbound Travel Alert system. For the purpose of clarity, We will reimburse You the administration charge billed by a travel agent for the purpose of cancelling the insured Journey in response to the Black Alert up to HK\$300 per Insured Person.

If the insured Journey is to be abandoned directly due to the raising of a Black Alert and You have to leave the city You are staying at the time to another city for the sole purpose of returning to Hong Kong, We will pay for the additional transport expenses necessarily and reasonably incurred from the time You leave the originating city until You arrive at the immigration counter in Hong Kong.

If it is necessary for You to stay overnight in such other city waiting for the necessary Public Transport conveyance to return to Hong Kong, We will pay You a cash allowance of HK\$1,000 per Insured Person which is inclusive in the maximum indemnity of the section on Trip Cancellation and Curtailment of the Policy irrespectively of the number of days of such stay.

For this clause to take effect, when the Insured/Insured Person arranges a Journey, the Insured/Insured Person must not be aware of any reason for it to be cancelled or curtailed.

Subject otherwise to the terms, conditions and exclusions of the Policy.

A133 Terrorism Extension (Applicable to Section 1 and Section 2 only)

Notwithstanding the War and Terrorism Exclusion, this Policy is extended to cover the Insured Person in respect of death or Bodily Injury (including necessary medical expenses incurred as covered under the applicable Sections) which may be sustained through acts of terrorism as described under the War and Terrorism Exclusion provided that there is no liability when such acts of terrorism involve the use of biological, chemical agents or nuclear devices.

In consideration of the Company's provision of the aforesaid extension of cover under this Policy, it is hereby mutually agreed that the Company's maximum liability in respect of:

- (a) death or bodily injury (including necessary medical expenses incurred as covered under the relevant policy) sustained by the Insured Person through acts of terrorism (as covered under this Extension) under this Policy and under any other policy or policies issued by the Company covering the same Insured Person against acts of terrorism ("the Other Policy"), and
- (b) all benefits, costs and expenses incurred for the same Insured Person for emergency assistance services as arranged by the Company as a result of acts of terrorism (as covered under this Extension), which the Company is obliged to pay

shall not exceed HK\$3,000,000 in the aggregate subject to that if the maximum limit of indemnity under the Other Policy in the aggregate:-

- (i) is less than HK\$3,000,000, the Company's maximum liability under this Extension shall be an amount in excess of the aforesaid maximum limit of indemnity under the Other Policy but subject to the maximum limit of indemnity of \$3,000,000 in the aggregate irrespectively of the number of claims within any of the periods of insurance under the policies; or
- (ii) is more than \$3,000,000, the Insured Person shall not be indemnified under this Extension and the aforesaid Insured Person shall be indemnified under the Other Policy.

Subject otherwise to the terms, conditions and exclusions of this Policy; of the Other Policy and of the emergency assistance services as arranged by the Company.

A134 Definition of Plan Type

For the purpose of this Policy, the Class specified on the Schedule shall bear the following meaning:

Family A means: - Family Plan - Plan A
Family B means: - Family Plan - Plan B

保單條款

(本中文譯本是有關保險條款之意譯本，旨在協助你閱讀有關保險條款內容，本中文譯本並不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。)

此旅遊保障計劃受以下條款約束：

A132 取消及縮短行程 – 於黑色外遊警示制度的額外保障

倘由於在外遊警示制度下，香港特別行政區政府向任何受保旅程中的目的地發出黑色警示，引致「閣下」迫不得已：

- a) 在出發前7 天內取消受保旅程；或
- b) 在啟程後縮短受保旅程返回「香港」，

「本公司」將根據「本保單」中取消及縮短行程一節之最高賠償額，就「閣下」已支付或法律上必須支付，，且不能從任何其他途徑追討之尚未享用的旅程及住宿按金作出賠償，此賠償並包括旅行社因黑色警示而安排取消受保旅程所收取之退團手續費，最高限額為每名「受保人」港幣300 元。

如「閣下」純粹因黑色警示而放棄受保旅程，並在迫不得已情況下須離開當時身處之城市，繞道到其他城市以折返「香港」，「本公司」將賠償該等額外的交通費用，惟有關費用須為必須及合理並由離開當時身處之城市的一刻開始計算至返抵「香港」入境服務櫃台。

倘「閣下」如上述所指，必須繞道到其他城市並需留宿以等候所需之「公共交通工具」回港，不論留宿日數，「本公司」將一概向每位「受保人」賠償住宿現金津貼港幣1,000 元。此賠償額將同被算為「本保單」中取消及縮短行程一節之最高賠償額內。

當「閣下」安排旅程時，「閣下」須不知悉有任何引致旅程取消或縮短的情況，此條款方能生效。

此項額外保障須受「本保單」之條款、條件及不承保事項約束。

A133 恐怖襲擊活動附加保障（適用於第 1 節 - 人身意外及第 2 節 - 醫療費用）

儘管「本保單」之不承保事項訂明不承保任何因恐怖襲擊活動而導致的死亡或「身體受傷」，惟根據此項附加保障「受保人」將仍可獲得有關賠償（包括「本保單」所提供的必需醫療費用保障）。惟任何涉及使用生物、化學或核子武器或裝置的恐怖襲擊活動均不在承保之列。

鑒於「本公司」提供以上附加保障，現雙方（指「本公司」及「受保人」）同意「本公司」就以下有關保障的總賠償額將不超過港幣3,000,000 元：

- (a) 「受保人」因「本保單」及其他由「本公司」向同一「受保人」簽發的保單（「其他保單」）所承保的恐怖襲擊活動而導致死亡或「身體受傷」所得的賠償（包括必需醫療費用），與及
- (b) 因此項附加保障所承保的恐怖襲擊活動而需「本公司」為「受保人」安排的緊急支援服務及有關費用。

若「其他保單」的總賠償額：

- (i) 少於港幣3,000,000元，本公司就此項附加保障則只會支付超出「其他保單」總賠償額的溢額，上限為港幣3,000,000 元，不論「受保人」於以上保單的任何「保險期」內有多少宗索償；或
- (ii) 多於港幣3,000,000元，「受保人」將不能於此項附加保障獲得賠償。「受保人」應根據「其他保單」索取賠償。

此項附加保障須受「本保單」、上述「其他保單」及有關緊急支援服務之條款、條件及不承保事項約束。

A134 計劃定義

就「本保單」而言，於「承保表」所示之指定計劃為以下定義：

家庭 A 是指：- 家庭計劃 - 計劃 A

家庭 B 是指：- 家庭計劃 - 計劃 B

Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

PRIVACY POLICY

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at www.msig.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, ☐ you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full Name:	
Contact Number:	
HKID Number:	(for identification purpose)
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 www.msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並 ☐
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“dpo@hk.msig-asia.com”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。

姓名：

聯絡電話：

香港身份證號碼： (作識別之用)

保單號碼 / 證書編號 / 確認編號 (如適用)：

附註：此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。