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# SINGLE TRIP TRAVEL INSURANCE POLICY

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(The Single Trip Travel Insurance Policy is for customer who purchased single trip travel insurance only. There is another policy wording for customer who purchased annual travel insurance, which will be sent by mail together with the Schedule.)

## FOR HOLIDAY AND BUSINESS TRAVELLERS

This is your Single Trip Travel Insurance Policy. It comes with a Schedule/numbered Certificate which should be attached to the Policy. Both documents form the contract of insurance. Please read them carefully, keep them safe and take them with You when You travel. 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.

This Single Trip Travel Insurance Policy is a contract entered into between the Company and the Insured Person on the basis of the information in the proposal. Subject to the terms of the Policy and any endorsements to it, the Company will indemnify the Insured Person in the manner and to the extent described in the Policy, in respect of events occurring during the Period of Insurance for which We have accepted the premium.

The policy terms, conditions, exclusions and endorsements will apply to the Insured Person.

## DEFINITIONS

"Period of Insurance"

Return Trip: -

- a) For Section 3 (Cancellation & Curtailment): - shall be the period from the date the Schedule/Certificate is issued to three (3) hours after You arrive in Hong Kong or on the expiry date shown in the Schedule/Certificate whichever is sooner.
- b) For sections other than Section 3: - from the time You leave your home or workplace in Hong Kong for the direct purpose of commencing the Journey to three (3) hours after You arrive in Hong Kong or on the expiry date shown in the Schedule/Certificate, whichever is sooner.

For items a) and b), cover will automatically be extended for a maximum of seven (7) calendar days in the event of the insured trip being unavoidably delayed by any event covered under this Policy. The Period of Insurance, exclusive of the extension, shall not be longer than one hundred and eighty-two (182) days.

One way Trip: -

- a) For Section 3 (Cancellation & Curtailment): - shall be the period from the date the Schedule/Certificate is issued to seven (7) calendar days from the scheduled time of arrival at your final destination or on the expiry date of the original Period of Insurance, whichever is sooner.
- b) For sections other than Section 3: - from the time you leave your home or workplace in Hong Kong for the direct purpose of commencing the Journey to seven (7) calendar days from the scheduled time of arrival at your final destination or on the expiry date of the original Period of Insurance, whichever is sooner.

"The Insured Person / You"

- means the person or persons named in the Schedule/Certificate, for whom insurance has been arranged.

"We / Us / the Company"

- means MSIG Insurance (Hong Kong) Limited.

"Schedule/Certificate"

- means details of Insured Person(s) and the insurance provided. The Schedule/Certificate forms part of the Policy.

"Immediate Family Member"

- means your legal spouse, parent, child, legally adopted child or sibling.

"Bodily Injury"

- means injury to the Insured Person caused solely by violent accidental external and visible means and which independently of any other cause.

"Sickness"

- means sickness or disease of the Insured Person which requires the treatment of a legally registered medical practitioner and which results in expenses being necessarily incurred.

"Loss of Sight"

- means total and irrecoverable loss of sight.

"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.

"Public Transport"

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

"Hong Kong"

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

## SECTION 1 - PERSONAL ACCIDENT

We will cover Bodily Injury suffered by You during the Period of Insurance caused by accident resulting in death or permanent disablement. The benefits shown below will be paid to You or your legal representative in the event of death.

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

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

In the event of accidental death of the Insured Person, the Company may approve an advance payment of HK\$50,000 as cash relief to your legal representative. Upon payment of such cash relief, the liability of the Company under the Death Benefit shall be reduced by the same amount.

#### Extra benefits under Section 1

1. Double Indemnity (Only applicable to any Insured Person from 17 to 70 years of age at the time of an accident)

In the event of accidental death or permanent disablement suffered by any Insured Person whilst travelling in a private car or as a fare-paying passenger on board a Public Transport conveyance; or being an innocent victim in any armed robbery or attempted armed robbery, the benefits as stipulated under Section 1 shall be doubled.

2. Dangerous Sports Extension (Only applicable to any Insured Person from 17 to 70 years of age at the time of an accident)

Notwithstanding General Exclusion 2b of the Policy, We will cover the death or permanent disablement arising out of an accident whilst You are taking part in hot-air ballooning, scuba diving, winter sports, water skiing, rafting, sailing, windsurfing, bungee jumping or horse riding activities.

#### Special Condition for Section 1

1. If the Insured Person's age is under 17 or over 70 at the time of an accident, the maximum amount We will pay is 50% of sum insured under this Section, subject to the percentage of the limit of cover stated above.

## SECTION 2 - MEDICAL EXPENSES

### 2.1 Medical Expenses

We will pay expenses itemised below if You suffer Bodily Injury or Sickness during the Period of Insurance

- a) medical, surgical, emergency dental treatment (as a result of Bodily Injury only) or hospital charge necessarily and reasonably incurred elsewhere than in Hong Kong.
- b) related medical expenses incurred for continuation of medical treatment after returning to Hong Kong of up to HK\$50,000 within a maximum period of 3 months, including bonesetters' fees up to HK\$150 per visit and up to HK\$1,500 in total provided they are supported by receipts from a licensed or registered bonesetter.
- c) 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 return ticket.

### 2.2 Hospital Cash

We will pay the hospital cash benefits if You are admitted to a hospital (licensed for surgery) overseas as an in-patient due to Bodily Injury or Sickness You suffer during the Period of Insurance. We will pay HK\$ 500 for each full day You are confined in a hospital up to the limit shown under this Section.

#### Extra benefits under Section 2

Dangerous Sports Extension (Only applicable to any Insured Person from 17 to 70 years of age at the time of an accident)

Notwithstanding General Exclusion 2b of the Policy, We will cover the medical expenses arising out of an accident, which results in death or permanent disablement, whilst You are taking part in hot-air ballooning, scuba diving, winter sports, water skiing, rafting, sailing, windsurfing, bungee jumping or horse riding activities.

#### Special Condition for Section 2

If the Insured Person's age is under 17 or over 70 at the time of an accident or Sickness (which is indemnified under this Section), the maximum amount We will pay is 50% of sum insured under this Section.

## SECTION 3 - CANCELLATION AND CURTAILMENT

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

- a) cancelled within thirty (30) 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 any of the following reasons: -

- i) death, Bodily Injury or Sickness of You, your Immediate Family Member, parent-in-law, grandparent, grandchild, brother, sister, or fiancé (fiancée) provided that a written confirmation of the nature of such Bodily Injury or Sickness is received from a legally registered medical practitioner;
- ii) jury service, witness summons or compulsory quarantine of the Insured Person;
- iii) your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslip which requires your continued presence;
- iv) adverse weather conditions, strike, industrial action, riot, or mechanical breakdown or derangement of the Public Transport conveyance You have booked to travel resulting in delay in departure from Hong Kong for a period not less than 24 hours from the date and time of departure specified by the carrier.

#### Special Condition for Section 3

When You arrange a journey or buy this insurance You must not be aware of any reason for it to be cancelled or curtailed.

## SECTION 4 - TRAVEL DELAY AND MISSED DEPARTURE

### 4.1 Travel Delay

If the departure of the Public Transport conveyance in which You have arranged to travel is delayed by at least 6 hours from the time specified by the carrier due to strike or other industrial action, riot, hijack, adverse weather conditions or the mechanical breakdown or derangement of the Public Transport conveyance, We will pay HK\$250 for each period of 6 hours of delay up to the limit shown 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.

### 4.2 Missed Departure

We will pay additional transport expenses necessarily and reasonably incurred in reaching your planned destination or for your return trip to Hong Kong as a direct result of failure of Public Transport conveyance to get You to the departure port or airport by the time specified by the carrier due to strike or other industrial action, riot, hijack and adverse weather conditions.

### 4.3 Loss of Passport

We will pay for the reasonable and additional travel and accommodation expenses which are necessarily incurred in order to obtain a replacement passport in the event of loss or theft of your passport while You are abroad during the Period of Insurance.

## 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 the Period of Insurance, other than documents and samples. We will pay the cost of repair of the article(s) or arrange for repair or replacement of the article(s) as new provided that the article(s) is not more than one (1) year old at the time of an accident. For clothing items, We will deduct an amount for wear and tear.

The maximum amount We will pay in respect of each Insured Person for

- a) any single article, pair or set of articles is HK\$2,000
- b) all sports equipment is HK\$5,000

### 5.2 Delayed Baggage

If your check-in baggage is temporarily lost in transit on the outward Journey and not restored to You within 12 hours, the maximum amount We will pay for the emergency purchase of essential items per Insured Person is the amount shown under this Section. You must obtain written confirmation from the carrier of the number of hour delay. Any such payment shall be deducted from the amount payable under Section 5.1 if the baggage proves to be permanently lost.

### 5.3 Personal Money / Personal Documents

We will cover the accidental loss of your cash or traveller's cheques carried for social and domestic purposes during the Period of Insurance. 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 the Period of Insurance.

## SECTION 6 - PERSONAL LIABILITY

We will pay for all sums which You become legally liable to pay as compensation for accidents which happen during the Period of Insurance and which result in

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

The maximum amount payable to each Insured Person under this Section in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in aggregate during the Period of Insurance is the limit shown under this Section inclusive of any legal costs and expenses awarded against or incurred by each Insured Person with our written permission.

## SECTION 7 - HOME CONTENTS COVER

We will pay for the costs of replacement or repair of the Contents contained in the Insured Person's home in Hong Kong in the event of loss of or damage to Contents as a direct result of burglary involving forcible and violent entry to or exit from the Insured Person's home during the Period of Insurance.

The maximum amount We will pay under this Section is the amount shown in the Schedule/Certificate irrespective of any location resided by the Insured Person(s).

Contents mean valuable property, money, household improvements, furniture, furnishings, home appliances, household and personal effects belonging to the Insured Person or his/her family members.

The cover under this Section is extended for a period of thirty (30) calendar days after the expiry date of the Policy shown in the Schedule/Certificate.

We do not cover

1. any loss or damage if the Insured Person has another policy covering the same loss or damage
2. any loss or damage not reported to the police within 24 hours of discovery
3. the first 10% of each and every loss or damage

## SECTION 8 - RENTAL VEHICLE EXCESS

If You rent or hire a car, or a campervan

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

We will pay up to HK\$5,000 per policy regardless the number of Insured Persons insured 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 Exclusion (applicable to all Sections)

This Policy does not cover

1. any loss arising directly or indirectly from circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance

2. a) Engaging in any sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport
- b) Organized sports, speed or endurance tests, any kind of race, motor rallies and competition, trekking at an altitude of over 5,000 meters above sea-level or scuba diving to a depth greater than 30 meters below sea-level
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, whilst being under the influence of intoxicating liquor, drug addiction or solvent abuse
5. any injury, sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused
6. air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft
7. any claims arising from air flight crew
8. any claim resulting from wilful, malicious, criminal or unlawful acts committed by You or any person acting on behalf of You
9. any consequential loss not specified in the Policy
10. any payment You would normally have made during your travels, if nothing had gone wrong
11. death, disability, loss, damage, destruction, any legal 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:
  - 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.

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

12. 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
13. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 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
- f) pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds

14. (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 the Insured 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.

15. any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
- (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 the property of the Insured Person 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) Personal Accident
- (b) Medical Expenses
- (c) Personal Liability

#### Exclusions to Section 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. the death or Bodily Injury or Sickness sustained whilst You are suffering from medical, physical or mental conditions existing prior to the application of this insurance including any recurring, chronic or continuing illness or condition which You are aware of or have already received treatment
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. treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre

#### Exclusions to Section 3 and 4

We do not cover

1. strike or industrial action, riot, adverse weather conditions which has commenced or has been announced before the date of buying 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 Section 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. any loss arising directly or indirectly from 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

#### Exclusions to Section 5

We do not cover

1. any loss not reported within 24 hours of discovery to and You have failed to obtain a report from local police, airline or other carrier who had custody of the baggage and/or may be responsible for the loss
2. loss of jewellery, furs, gold and silver articles, watches, radios, binoculars, cameras and audio/video equipment or money from an unattended vehicle or in transit not accompanied by You and outside your control
3. household goods and anything shipped as freight
4. loss of or damage to items used in connection with your employment or occupation

5. loss of or damage to any pager, mobile phone or portable telecommunication equipment, contact lenses, dentures, prostheses, bonds, negotiable instruments or securities
6. breakage of sports equipment while in use
7. damage to any brittle or fragile items
8. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship
9. unexplained disappearance, or shortage due to error or omission or depreciation in value
10. any fines or penalties incurred by the Insured Person due to non-replacement or late replacement of the lost personal documents
11. 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
  - a) death or bodily injury of your employee or member of your family
  - b) loss of or damage to property which belongs to or in the custody or control of You or your employee or any member of your family
  - 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 the Insureds 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. **Age Limit**  
No benefit will be payable for Insured Person aged below 6 weeks or over 75. Child under the age of 12 must be accompanied by a parent or guardian.
2. **Health Warranty**  
This insurance assumes that all 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 but must be 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 your claim is for Bodily Injury or Sickness We may request, and will pay for, a medical examination. We may also request, and will pay for, a post-mortem examination if the Insured Person dies.

#### 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 and Section 7 - Home Contents Cover)

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

No refund of premium will be allowed once the insurance is issued unless the trip is cancelled by the travel agent before the commencing date.

#### 11. Misrepresentation

If You or anyone acting for You makes a claim under this Policy knowing the claim to be dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy will cease immediately.

#### 12. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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 Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

# Appendix : Travel Worldwide Assistance Services Terms and Conditions

This document does not form part of the Policy contract.

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 violent accidental external and visible means occurring during the period of insurance covered by the Single Trip Travel Insurance 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 Single Trip Travel Insurance Policy of the Company.

### Country of Residence :

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

### The Member :

Shall mean any person duly covered by the Single Trip Travel Insurance 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 Single Trip Travel Insurance Policy.

### 2.2 TERRITORIAL LIMITS

Except for benefit mentioned under Section 3.10, 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 Single Trip Travel Insurance 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 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.

### 3.10 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

### 3.11 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.

### 3.12 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.

### 3.13 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.

### 3.14 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 collect 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/policy/client 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.

Except collect calls, 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 (3) 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 the repatriation of the Member by the Service Provider, the Member shall deliver the unused portion of his/her 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 (2) 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 3.9 is subject to General Exclusions and exclusions applicable to Sections 1, 2 and 3 of the Single Trip Travel Insurance 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.

# 單段旅程旅遊保險計劃

(此旅遊保障計劃適用於購買單段旅程的客戶。全年旅遊保障計劃將獲取另外一份保單條文，並隨附承保表一併寄出。)

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

## 假日旅遊及外出公幹

這是你的旅遊保險單。你必須持有一份承保表／附載編號的保險證書，保險才會生效，該保險證書亦必需附加於本保險單之內。本保險單及保險證書將構成一份完整的保險合約。請詳細閱讀本保單及保險證書；並將有關文件妥為保存及於外遊時隨身攜帶。本公司建議你的家庭成員亦需知悉本保險單的保障詳情，以便有需要時，辦理索償手續。

這份旅行保險是本公司根據投保書上的資料與受保人締結之合約。本公司將根據保險單及任何附加於本保險單之批單條款，對受保人在保險期內旅程中遭遇任何受保事件，按照本保險單訂明的方式及上限作出賠償。唯本公司必須已接納受保人所繳的保費。

本保單的條款、條件、不受保事項及批單條款均同時適用於受保人身上。

## 詞彙定義

「保險期」

來回旅遊：

- 第 3 節（取消及縮短行程）：  
由承保表／保險證書簽發日期至返抵香港 3 小時或承保表／保險證書所載日期，二者以較早者為準。
- 第 3 節以外的其他節：  
由受保人離開居所或工作地點直接開始旅程至返回香港 3 小時或承保表／保險證書所載日期，二者以較早者為準。

如受保人因本保險單承保事項引致行程延誤，項目 a) 及 b) 內訂明的保險期將自動延展，最長達 7 天，保險期最長為 182 天（不包括自動延展期限）。

單程旅遊：

- 第 3 節（取消及縮短行程）：  
由承保表／保險證書簽發日期至抵達原定最後目的地後 7 天，或保險屆滿期限，二者以較早者為準。
- 第 3 節以外的其他節：  
由受保人離開居所或工作地點直接開始旅程至受保人抵達最終目的地 7 日後或原定保險屆滿日期，二者以較早者為準。

「受保人/你」

受保人或承保表／保險證書上所載人士。

「我們/本公司」

MSIG Insurance (Hong Kong) Limited。

「承保表／保險證書」

承保表／保險證書為保險單的一部份，並載有各受保人資料及保險期的詳細資料。

「直系家屬」

受保人的合法配偶，父母，子女、合法領養的子女，兄弟，姐妹。

「身體受傷」

受保人純粹因暴力、意外、可見及外來因素引致的損傷，並與其他事情無關。

「疾病」

受保人因患病或疾病需要聘請合法執業醫生治療，並需支付合理的費用。

「喪失視力」

完全及永久地喪失視力。

「肢體損失」

喪失自手腕以下部份之手臂或自腳踝以下部份之腿部或完全及永久地喪失手掌、手臂、腳掌或腿部之功能。

「公共交通工具」

領有牌照及可提供定期接載乘客服務的交通工具，而一般公眾人士可於指定地點乘搭並需支付支票價（特約及私人運輸工具除外）。

「香港」

中華人民共和國香港特別行政區。

## 第 1 節 - 人身意外

受保人於保險期內因意外而導致身體受傷，因而死亡或永久殘廢，本公司將會向受保人或其合法遺產代理人作出下列的賠償：

保障項目	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（完全殘廢須由意外日期起持續 12 個月，在可預計的所有情況之下並有可能終生不能康復，及引致受保人無法就業或擔當任何職務）。	100%
3. 喪失兩肢或兩眼。	100%
4. 永久完全喪失說話能力及失聰。	100%
5. 喪失一肢或一眼。	50%
6. 永久完全喪失說話能力。	50%
7. 永久完全失聰。	50%

如受保人意外死亡，本公司可批准向其合法遺產代理人墊付港幣 50,000 元現金。預支上述墊款後，本公司將在本保單的死亡保障賠償額扣減相應金額。

### 第 1 節額外保障

- 雙倍賠償保障（此項保障只適用於發生意外時為 17 歲至 70 歲之受保人）  
當受保人乘用私家車或作為付款乘客乘搭公共交通工具，或受害人在持械搶劫或企圖持械搶劫中成為無辜受害者時所造成的意外身亡或永久殘廢（根據上列所示）均可獲得雙倍賠償。



2. 危險運動保障（此項保障只適用於發生意外時為 17 歲至 70 歲之受保人）  
在本保單一般不保事項第 2 項的限制下，當受保人參與熱氣球、水肺潛水、冬季運動、滑水、急流漂筏、帆船航行、滑浪風帆、吊索跳或騎馬活動時發生意外而導致死亡或永久殘廢，將仍可獲得保障。

### 第 1 節特別條款

1. 如受保人於意外發生時，年齡為 17 歲以下或 70 歲以上，本節將根據最高賠償額的百分率作出賠償，而最高賠償額為本節投保額的 50%。

## 第 2 節 - 醫療費用

### 2.1 醫療費用

如受保人於保險期內身體受傷或患病，本公司將賠償下列費用：

- 於香港以外地方支付的合理及必須的醫療、外科手術、緊急牙科治療費用（因身體受傷所引致）或醫院費用。
- 回港後 3 個月內的有關覆診費用的支出，最高賠償額為港幣 50,000 元。上述覆診費用包括跌打費用，最高賠償額為每次港幣 150 元，最高賠償總額則為港幣 1,500 元，惟受保人必須出示持牌或註冊跌打醫師簽發的收據，以作證明。
- 如受保人無可避免地需延遲回港日期，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 住院現金賠償

如受保人在保險期內因身體受傷或疾病，需要在海外入住醫院（持牌可進行外科手術之醫院），本公司將支付住院現金賠償。賠償額為受保人留院每一整天港幣 500 元，最高賠償額則以本節之最高上限為準。

## 第 2 節額外保障

危險運動保障（此項保障只適用於發生意外時為 17 歲至 70 歲之受保人）

在本保單一般不保事項第 2 項的限制下，當受保人參與熱氣球、水肺潛水、冬季運動、滑水、急流漂筏、帆船航行、滑浪風帆、吊索跳或騎馬活動時發生意外而導致死亡或永久殘廢，將仍可獲得保障。

### 第 2 節特別條款

如受保人於意外發生或患病時（受本節所保障），年齡為 17 歲以下或 70 歲以上，最高賠償額為本節投保額的 50%。

## 第 3 節 - 取消及縮短行程

於保險期內，若受保人：

- 在旅程出發前 30 天內取消行程；或
- 在啟程後決定縮短行程返回本港而其原因為以下其中一項：
  - 受保人本人、受保人之直系家屬、配偶父母、（外）祖父母、（外）孫子女、兄弟、姊妹或未婚夫(妻)死亡、身體受傷或患上疾病，此等身體受傷或疾病必須經合法註冊醫生書面證明
  - 受保人需履行陪審團責任、被傳召作證人、或需按規定接受隔離檢疫
  - 受保人香港的住所因盜竊、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而受保人又必須繼續逗留在香港
  - 因惡劣天氣、罷工、工業行動、騷亂、啟程出外之公共交通工具發生機械故障，引致原定離港時間延誤不少於 24 小時本公司賠償受保人不能退回的旅行及住宿按金或費用，而該等費用為受保人依法必須支付而且無法從其他途徑追討。

### 第 3 節特別條款

當受保人安排旅程時，受保人應不知悉任何引致旅程取消或縮短的情況。

## 第 4 節 - 行程延誤及啟程誤點

### 4.1 旅程延誤

如受保人已安排乘坐的公共交通工具受到罷工或其他工業行動、騷亂、騎劫、惡劣天氣或該公共交通工具機械故障或失靈影響，以致於指定出發時間後最少延誤六(6)小時，本公司將就每六(6)小時之延誤時期賠償港幣 250 元，最高賠償額以本節之最高上限為準。

### 第 4.1 節特別條款

受保人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。

### 4.2 啟程誤點

如受保人直接因罷工或其他工業行動、騷亂、騎劫、惡劣天氣導致所乘的公共交通工具無法接載受保人於客運公司指定的時間抵達啟程的港口或機場，本公司將賠償受保人前往旅程目的地或回港必須和合理的額外交通費用。

### 4.3 遺失護照

如受保人於旅程中，在海外遺失或被劫去護照，本公司將賠償換領新護照所需的額外交通及住宿費。

## 第 5 節 - 行李及個人錢財

### 5.1 遺失行李

如屬於受保人或受保人隨身行李於保險期內意外損毀或遺失（文件或貨辦除外），本公司將賠償修理或安排修理或重新購置損毀物品的所需費用。唯重新購置物品之賠償只適用於該等事發時購置日期為不超過一年之物品。衣物賠償則需扣除折舊。

每名受保人最高賠償額為

- 每件、每套或每組物品港幣 2,000 元
- 所有體育器材港幣 5,000 元

### 5.2 行李延誤

如受保人寄艙託運之行李在過境期間短暫遺失，而未能於十二(12)小時內送還與受保人，每位受保人緊急購買日常必需品的最高賠償額以本節之最高上限為準。受保人必須取得客運公司書面證明延誤時間。如證實行李遺失並無法尋回，本節中任何賠償額須於 5.1 節中的賠償額內扣除。

### 5.3 個人錢財/個人證件

本公司將賠償受保人於保險期內因意外而遺失用作社交及私人用途之現金或旅行支票。本公司將賠償受保人於保險期內因意外而遺失香港身份證、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。

## 第 6 節 - 個人責任

本公司將賠償受保人於保險期內因意外引致

- 他人死亡或身體受傷
- 他人財物損失或損毀

並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或於個別旅程中，每名受保人於本節的最高賠償額將是保險證書訂明的金額。包括經本公司書面同意支付的訴訟費用及經由法庭判決受保人須支付訴訟人的賠償及訴訟費用。

## 第 7 節 - 家居財物保障

如受保人於香港的住所在保險期內直接因爆竊(以暴力進入或離開)而招致損失或損毀，本公司將賠償受保人重置或修理住所內財物的費用。

不論受保人居住何處，本節的最高賠償額將是保險證書訂明的金額。

財物指屬於受保人或其家屬的貴重物品、金錢、家居裝修、傢俬、家居布置、家用電器、家居及個人物品。

本節保障將於保險證書訂明之屆滿日後繼續生效 30 天。

本節不承保以下項目：

1. 如受保人已擁有其他保單保障相同的損失或損害，本公司不會承保任何此等損失或損害。
2. 如受保人不在事發後二十四小時(24)小時內報警，本公司不會賠償任何有關的損失或損害。
3. 每一項損失的首 10%。

## 第 8 節 - 租車自負金額保障

如受保人租用汽車或露營車時，

- a) 該汽車是由註冊租車代理商提供；而
- b) 有關的租用協議包括受保人因租用汽車之損失而須負責的自負金額（或免賠額或相似條款），本公司將賠償該自負金額，不論保單內受保人的數目，每張保單的最高賠償額為港幣 5,000 元，唯此等損失須符合以下條件：
  - i) 汽車在受保人的控制範圍下，損失因碰撞或盜竊所造成
  - ii) 受保人已經遵守租用協議的所有要求；及
  - iii) 受保人在事發時持有有效的駕駛執照而且並非參與任何有關速度的競賽或練習。

## 不受保事項

### 一般不受保事項（適用於整份保單）

本保單不承保以下項目：

1. 任何直接或間接由受保人於投保時已知悉的情況或身體狀況引致的索償
2. a) 以職業選手身份或以有收入或酬金的方式參加體育活動
- b) 有組織體育活動、速度或耐力競賽、任何競賽、汽車拉力賽或賽車、在海拔逾 5,000 米高地攀山或在逾 30 米深水底進行水肺潛水
3. 出外公幹時進行任何有危險性或體力勞動的工作
4. 自殺或自戕、精神錯亂；或因酗酒、吸毒或濫用藥物而引致的任何損失
5. 由於 HIV（人類免疫力缺乏症病毒）及／或與 HIV 有關的任何疾病，包括愛滋病（獲得性免疫缺損綜合徵）及／或其任何突變衍化物或變種造成的任何傷害、疾病、死亡、損失、費用或其他責任
6. 受保人乘搭定期商業航班及特許包機以外的航空旅程
7. 航空公司機組人員所提出的索償

8. 受保人或任何人士依照受保人指示而作出任何故意、惡意、刑事或不法行為而引致的索償
9. 任何種類或形式的後果損失或損毀
10. 於一般情況下旅程所必需支出的費用
11. 因以下事故直接或間接導致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、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：

- a) 戰爭、侵略、外敵行動、敵對局面、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，陳述與否，及／或令釀起或任何社會階層恐慌：

- 使用或以武力、暴力威脅及／或
  - 人身或財產的傷害或損失（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。

倘本公司聲稱基於此等不承保條款，本保險並不承保任何損失、損害、費用或開支，投保人需自行承擔作出反證的責任。

12. 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、徵收國有、徵用、毀滅或損壞
13. 直接或間接因下列原因導致、引致的損失、損害、任何責任、費用或開支
  - a) 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；
  - b) 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；
  - c) 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；
  - d) 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、預置、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；
  - e) 任何化學、生物、生化或電磁武器；
  - f) 以音速或超音速飛行之飛機或空中飛行裝置引致的壓力周波。
14. (i) 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，亦不論是否屬於受保人之財產亦然，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。

- (ii) 相應損失：由〔程式或操作錯誤〕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「釋義以下文訂明為準」嗣後導致財產損失、損毀或相應損失所引起的索償，但有關係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或其他設備、元件、系統或項件，以儲存、傳遞或檢取數據。

15. 如任何：
- (a) 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；
- (b) 配合前述各項物品使用之媒體或系統；
- 於任何時間出現下述之故障或失靈情況，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，則不論此等物品是否屬於受保人，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，其中包括但不限於因為：
- (i) 識認、使用或套用任何並非真實或正確之日期、週天或時期；
- (ii) 操作以上(a)及(b)條所訂明物品已編程及綜合使用之指令或邏輯；而無法或不能識認、記錄、儲存、保留或恢復及／或正確地操縱、闡釋、傳送、回遞、計算或處理任何日期、數據、資料、指令、邏輯或指示。

如本保單另有訂明，一般不承保事項並不適用於以下三節保險：

- (a) 個人意外  
(b) 醫療費用  
(c) 個人責任

## 第 1、2 及 3 節的不保事項

本保單不承保以下項目：

1. 任何有違合法註冊醫生勸喻而繼續的行程或該旅程的目的為接受治療
2. 受保人因投保前已感染的疾病或病況而導致死亡或身體受傷或疾病，包括受保人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
3. 因性病、懷孕、分娩、流產或故意犯險的索償
4. 與患病或身體受傷無直接關係的非生理上必需或非緊急性的住院醫療開支

5. 非由合法註冊醫生建議或進行的治療
6. 溫泉療養院、療養院或護理中心及復康中心提供的治療和服務

## 第 3 及 4 節的不保事項

本保單不承保以下項目：

1. 投保前已開始或已宣佈的罷工或工業行動、騷亂、暴動或惡劣天氣
2. 受保人未能
  - a) 於客運公司指定啓程時間報到（除已列明於保單內承保之原因）
  - b) 按旅行社、旅遊承辦商、客運公司或提供有關旅遊服務之承辦商的要求行事
  - c) 於知道需要取消或擱置行程時立即通知旅程代理人、承辦商、客運公司或提供有關旅遊服務之承辦商
3. 直接或間接因旅程代理人、承辦商、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、疏忽或不負責行為引致的損失

## 第 5 節的不保事項

本保單不承保以下項目：

1. 受保人於發現損失後 24 小時內仍未向當地警方報案和索取遇事報告，與及未向保管行李及／或可能因有關損失而需承擔責任的航空公司或其他運輸公司報告的損失
2. 存放於無人看管車輛內或運輸途中受保人不在場及控制範圍以外而遺失的珠寶、皮草、黃金及純銀物品、腕錶、收音機、望遠鏡、相機及影音器材或款項
3. 家居物品或任何由船隻附運的物品
4. 損毀或遺失受保人就職業或工作上使用的物件
5. 任何傳呼機、手提電話或流動通訊器材、隱形眼鏡、假牙、義肢、債券、流通票據或股票的損毀或遺失
6. 使用運動器材時造成之損失
7. 任何易碎或易破爛物品之損毀
8. 由損耗、折舊、逐漸變壞、蟲害、發霉、氣候變化、光線作用、加熱過程、清潔、維修、機械或電器故障、使用不當、手工或設計欠佳引致的損毀
9. 任何原因未明的損失，因錯漏引致的損失或貶值
10. 受保人因未補領或延誤補領已遺失的個人證件的罰款或刑罰
11. 每名受保人在每一個索償中的首港幣 200 元賠償（第 5.2 節的索償除外）

## 第 6 節的不保事項

本保單不承保以下項目：

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毀、損失或使用權之喪失
2. 清倒、去除或清理滲漏、污染或放射性污染的物質

3. 罰款、刑罰、懲罰性或懲戒性的損害賠償
4. 下列事項引致的責任
  - a) 投保人的僱員或家庭成員死亡或身體受傷
  - b) 遺失或損毀投保人、投保人的僱員或家庭成員擁有、持控託管或保管的財物
  - c) 投保人的職業、貿易、商業及專業活動
  - d) 投保人擁有、持有或使用的土地和樓宇，於旅程中的暫時性居所除外
  - e) 投保人擁有、持有或使用的動物、槍械、及任何型式的機動車輛、船隻、或飛機
5. 任何投保人根據協議所需承擔的責任；亦即如無該等協議的存在，投保人是無需承擔的責任
6. 任何透過互聯網、內聯網、企業互聯網及／或透過投保人網站、互聯網網站、網址進行之活動及／或商務及／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、直接或間接因以下事項所導致的任何形式的索償或損失：
  - (a) 石棉
  - (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、接觸或可能接觸石棉所導致的實際或所聲稱的身體損傷

## 一般條款

1. **年齡限制**

出生 6 個星期以下或 75 歲以上人士將不會獲得賠償。12 歲以下之兒童須由家長或監護人陪同成行。
2. **健康保證**

本保險假設投保人身體健康。倘若與假設不符，務請通知本公司。
3. **預防措施**

投保人必須採取一切合理步驟以防止發生意外、遺失或損壞財物，並需找尋失物。
4. **索償通知**

投保人必須於事發後 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。如投保人知悉或收到任何告票、法院傳票、控告通知書，應立即通知本公司及將所有向投保人索償的書信及文件送交本公司。
5. **索償責任**

未取得本公司書面同意之前，投保人及其代表均不得洽議、承諾或否認責任。

投保人或其法律代表必須向本公司提供所需證書、資料及證據，包括警方口供、收據或醫療診斷報告，一切所須費用由投保人或其代表支付。本公司有權要求查看受損的物品或失去物件的證明。

如投保人因身體受傷或疾病提出索償，本公司有權要求投保人進行醫療檢查；或投保人死亡，本公司有權要求驗屍，而所需費用將由本公司支付。

## 6. 債權取代

本公司有權斟酌取代及執行第三者索償的辯護或賠償。本公司亦有權於賠償受保人損失之前或以後，以受保人的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有司法管轄權的法庭循法律途徑移送或取得的裁決；與及該等法庭就香港以外的交互協議與否而取得的法庭命令作出賠償。

## 8. 司法管轄權

本保單遵從香港特別行政區之專有司法管轄權，並按香港特別行政區法律詮釋。

## 9. 其他保險（不適用於第 1 節人身意外保障及第 7 節家居財物保障）

如有其他保險保障本保單承保的損失或責任，本公司之賠償只限於超出其他保障賠償額以上之結餘費用。

## 10. 取消保單

除非行程於出發前被旅行社取消，否則保險單一經簽發，保費概不退還。

## 11. 虛報資料

若受保人或其代表知悉索償事項有欺騙成份或言過其實，但仍按保險單提出索償，本公司將不會作出任何賠償，而本保險單所有承保事項將不會生效。

## 12. 仲裁

本保險單一切任何爭議均依據現行仲裁條例裁決。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，投保人必須首先取得仲裁決議，方可按本保險單採取法律行動或提出訴訟。若本公司拒絕向受保人作出賠償而受保人未能於拒絕賠償日期起 12 個月內按本仲裁條款提出仲裁，受保人會被視作完全放棄其索償權，受保人不得於日後按本保單條款提出索償。

# 全球旅遊支援服務條款與規章

本節並非保單合約的一部份

全球旅遊支援服務乃 MSIG Insurance (Hong Kong) Limited 一般保險有限公司透過「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 MSIG Insurance (Hong Kong) Limited。

「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，在單段旅程旅遊保險計劃的投保書特別聲明者除外。

「會員」

指「本公司」單段旅程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

除第 3.10 條訂明的保障外，第 3 節所述的各項保障均於「本公司」單段旅程旅遊保險計劃的保險期內生效。

### 2.2 境內地區

除第 3.10 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」遺囑或代表要求，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往定期航班機票(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返送「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」單段旅程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 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」需突然返回，「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」。

### 3.10 旅遊資訊

「會員」啓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/保姆照料兒童
- 於發生「緊急事故」時傳送緊急訊息

### 3.11 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。

### 3.12 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。

### 3.13 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。

### 3.14 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」或其代表均可以對方付款方式撥長途電話至「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。

除以對方付款方式致電外，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3.9條訂明的各項保障，一律需遵從「本公司」單段旅程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。



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#### **CLAUSE ATTACHMENT**

The Single Trip 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.



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### **A133 Terrorism Extension**

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 irrespective 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.





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**A140 Trip Cancellation and Delay - Natural Disaster & Re-routing Cover**

It is hereby understood and agreed that the following Sections in the Policy are deleted in its entirety and replaced with the followings:

**Section 3 - Cancellation and Curtailment**

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

- a) cancelled within thirty (30) 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 any of the following reasons: -
  - i) death, Bodily Injury or Sickness of You, your Immediate Family Member, parent-in-law, grandparent, grandchild, brother, sister, or fiancé (fiancée) provided that a written confirmation of the nature of such Bodily Injury or Sickness is received from a legally registered medical practitioner;
  - ii) jury service, witness summons or compulsory quarantine of the Insured Person;
  - iii) your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslip which requires your continued presence;
  - iv) 1) adverse weather conditions; 2) natural disaster, 3) strike or industrial action, 4) riot, 5) mechanical breakdown or derangement of the Public Transport conveyance You have booked to travel, directly resulting in delay in departure from Hong Kong for a period not less than 24 hours from the date and time of departure specified by the carrier.

**Special Condition for Section 3**

When You arrange a journey or buy this insurance You must not be aware of any reason for it to be cancelled or curtailed.

**Section 4.1 - Travel Delay**

If the departure of the Public Transport conveyance in which You have arranged to travel is delayed by at least 6 hours from the time specified by the carrier due to 1) strike or industrial action, 2) riot, 3) hijack, 4) adverse weather conditions, 5) natural disaster, 6) mechanical breakdown or derangement of the Public Transport conveyance, We will pay HK\$250 for each period of 6 hours of delay up to the limit shown under this Section.



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#### **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.

#### **Section 4.2 - Missed Departure**

We will pay for 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 failure of the Public Transport conveyance to get You to the departure port or airport by the time specified by the carrier due to 1) strike or other industrial action, 2) riot, 3) hijack, 4) adverse weather conditions, 5) natural disaster directly resulting in the suspension of Public Transport for more than one hour.

If your return trip to Hong Kong is avoidably re-routed. We will pay for such additional Public Transport and accommodation expenses necessarily and reasonably incurred up to an aggregate limit of HKD2,500 for Silver Plan or HK\$5,000 for Gold Plan provided the maximum amount payable under this sub-section shall not exceed the limit shown under this Section.

All other terms and conditions contained in this Policy shall be unchanged and remain in full force and effect.

#### **G107 Sanction Limitation and Exclusion Clause**

No (re)insurer shall 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, United Kingdom or United States of America.



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## 保單條款

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

單段旅程旅遊保險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下的額外保障

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行程中的目的地發出黑色警示，引致受保人迫不得已：

- a) 在出發前 7 天內取消受保行程；或
- b) 在啟程後縮短受保行程返回本港，

我們將根據保單中取消及縮短行程一節之最高賠償額，為受保人有責任承擔、亦已支付惟未享用，但未能從任何途徑退回或追討的旅行及住宿按金或費用作出賠償，此賠償並包括旅行社因黑色警示而安排取消受保行程所收取之退團手續費，最高限額為每名受保人港幣 300 元。

如受保人純粹因黑色警示而取消行程，並當時在迫不得已情況下須離開原定計劃逗留之城市，繞道到其他城市以折返香港，本公司將賠償該等額外費用，由離開原定逗留之城市的一刻開始計算直至返抵香港海關，惟有關費用須為必須及合理。

倘受保人如上述所指，必須轉往其他城市留宿以等候所需之公共交通工具回港，則不論留宿日數，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保單中取消及縮短行程一節之最高賠償額內。

當受保人安排旅程時，受保人須毫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。

須受保單條款、條件及不承保事項約束。



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### A133 恐怖襲擊活動附加保障

儘管本保單之不承保事項訂明不承保任何因戰爭及恐怖襲擊活動而導致的死亡或「身體損傷」，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：

1. 「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「身體損傷」所得的賠償（包括必需醫療費用），與及
2. 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」安排的緊急支緩服務及有關費用。

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」及有關緊急支緩服務的條款及不承保事項約束。



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### A140 取消及縮短行程 - 自然災害及更改行程保障

茲經雙方明白及同意於本保單內的下列章節將會全部刪除並以下列條文取代：

#### **第 3 節 - 取消及縮短行程**

於保險期內，若受保人：

- a) 在旅程出發前 30 天內取消行程；或
- b) 在啟程後決定縮短行程返回本港

而其原因為以下其中一項：

- i) 受保人本人、受保人之直系家屬、配偶父母、(外) 祖父母、(外) 孫子女、兄弟、姊妹或未婚夫(妻)死亡、身體受傷或患上疾病，此等身體受傷或疾病必須經合法註冊醫生書面證明；
- ii) 受保人需履行陪審團責任、被傳召作證人、或需按規定接受隔離檢疫；
- iii) 受保人香港的住所因盜竊、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而受保人又必須繼續逗留在香港；
- iv) 因 1) 惡劣天氣、2) 自然災害、3) 罷工或工業行動、4) 騷亂、5) 已安排乘坐的公共交通工具出現機械故障或失靈，因而直接導致原定離港時間延誤不少於 24 小時。

本公司將賠償受保人已支付或法律上有義務支付惟未享用，但未能從任何途徑退回及追討的旅行及住宿按金或費用。

#### **第 3 節特別條款**

當受保人安排旅程時，受保人應不知悉任何可能導致旅程被取消或縮短的原因。

#### **第 4.1 節 - 旅程延誤**

如受保人已安排乘坐的公共交通工具受到 1) 罷工或工業行動、2) 騷亂、3) 騎劫、4) 惡劣天氣、5) 自然災害或 6) 該公共交通工具出現機械故障或失靈，而導致原定出發時間延誤最少六(6)小時，本公司將就每六(6)小時之延誤賠償港幣 250 元，惟不會超過本節之最高賠償額。

#### **第 4.1 節特別條款**

受保人必須依原定行程於集合地點準時登記，並取得客運公司或其代理發出之證明書，列明延誤原因及延誤時數。



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#### **第 4.2 節 - 啟程誤點**

如因1) 罷工或工業行動、2) 騷亂、3) 騎劫、4) 惡劣天氣或5) 自然災害直接導致出暫停服超過1小時，而直接導致受保人所乘坐的公共交通工具未能於客運公司指定的時間抵達啟程港口或機場，本公司將賠償受保人前往旅程目的地或回港額外衍生的必須而合理的交通費用，惟該費未能從任何途徑追討。

如受保人之回港旅程必須更改，本公司將賠償額外衍生的必須而合理的公共交通及住宿費用。銀計劃的最高賠償額為港幣 2,500 元，而金計劃的最高賠償額則為港幣 5,000 元，惟於本條款下，最高賠償金額不會超過本節之最高賠償額。

本保單所載的其他條款及細則將維持不變，並繼續具有十足效力及作用。

#### **G107 制裁限制之不承保條款**

本保險單及有關之保險人（或再保險人）將不會提供承保或支付任何賠款或提供任何利益倘若因透過有關之承保賠款或提供利益而導致保險人（或再保險人）遭受任何依據聯合國決議所作出之有關制裁、禁令或限制，或經歐盟、英國或美國所作出之貿易或經濟制裁、相關法律或規例之影響。

## 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](http://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.msg-asia.com'. In your notification, you must supply the same required information as listed below.

<b>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.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

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](http://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.msif-asia.com](mailto:dpo@hk.msif-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。