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## Overseas Study Insurance Policy

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This is your Overseas Study 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 study abroad or refer to the soft copies which We have sent to You or the Insured. 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 Policy is a contract entered into between You, the Insured 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 or the Insured in the manner and to the extent described in the Policy, in respect of events occurring whilst the Insured Student on a Study Journey during the Period of Insurance for which We have accepted the premium.

The Policy terms, conditions, exclusions and endorsements will apply to You, the Insured and anyone claiming indemnity on your or the Insured's behalf. The observance and compliance with such terms, conditions and exclusions by You, the Insured and the representative of You or the Insured 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) the Insured Student is ordinarily residing in Hong Kong at the date of arranging each Study Journey and is not a passport holder of the Study Country/Region; and
- (b) at the time of application of this insurance, the Insured Student has yet to leave Hong Kong on any Study Journey meant to be covered by insurance; and
- (c) the Study Journey should be originating from Hong Kong, i.e. the original place of departure is Hong Kong; and
- (d) the Study Journey taken by the Insured Student must be outside Hong Kong for the purpose of studying abroad for the Overseas Education; and
- (e) during the Period of Insurance, the Insured Student is registered with an Overseas Educational Institution as a full-time or international student with a student identification card, or is participating in a student exchange program or internship with an overseas establishment located in Study Country/Region as arranged or required by Insured Student's Educational Institution, and is not employed as a staff or worker listed under General Exclusion 9 (a) to (x); and
- (f) if the Insured Student is below 18 years of age at the time of application of this insurance, the Insured must be Insured Student's Parent(s).

### DEFINITIONS

**"Acts of Terrorism"** means: -

an act, including using force or violence, of any person or group of people, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious or ideological purposes including the intention to influence any government or to put the civilian population in fear for those purposes.

**"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.

**"Educational Institution"** means: -

any accredited educational institution that is duly licensed and authorized by local authorities of that country or region to operate and provide educational services by qualified teachers.

**"Excess"** means: -

the first amount of any claim which You must bear as You are not insured for this amount.

**"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 operate primarily for the reception, care and treatment of sick and injured persons as in-patients 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.

<b>IMPORTANT</b> - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.
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**“Hospitalized / Hospitalization”** means:-

being confined in a Hospital as a registered in-patient under the care of a Legally Registered Medical Practitioner because it is medically necessary and not merely for any form of nursing, convalescence, rehabilitation or extended care.

**“Household Contents”** means:-

furniture, furnishings, home appliances (including household appliances hired by the Insured Student), household and personal effects belonging to the Insured Student, but excluding:

- a) motor vehicles (other than lawnmowers and pedestrian controlled gardening implements for home use only), motorcycles, caravans, trailers or their spare parts and accessories when on them;
- b) livestock, pets and animals;
- c) growing crops and plants;
- d) watercraft (other than hand-propelled), hovercraft, boats and outbound motors or their spare parts and accessories;
- e) aircraft or any aerial or spatial device and their accessories and spare parts including but not limited to satellite antennae, external television and radio antennae aerials fittings masts and towers, drone;
- f) mobile/portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
- g) property in the course of removal or transit;
- h) items which are held or used in connection with any profession, business or employment, or items which are insured under a separate insurance policy.
- i) loss of or damage to films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list;
- j) deeds, bonds, bills of exchange, promissory notes, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, lottery tickets, records or computer records or software, Money, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money;
- k) contact lenses, dentures, prostheses, camping equipment or guns tool;
- l) musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
- m) food and drinks.

**“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).

**“Infectious Disease”** means: -

an infectious disease is any kind of infectious disease for which a pandemic alert has been issued by the World Health Organisation and/or a compulsory quarantine is enforced by the local authorities of Study Country/Region.

**“In-patient”** means:-

a patient which is admitted into Hospital and who occupies a bed for a minimum period of 12 consecutive hours, for medical treatment, except that no minimum period of Hospital confinement is required in respect of an operation incurred at a recognized day care centre owned and operated as such by a Hospital.

**“Legal Guardian”** means: -

a guardian appointed under or acting by virtue of the Guardianship of Minors Ordinance (Cap. 13 of the Laws of Hong Kong).

**“Legally Registered Medical Practitioner”** means: -

a person other than You, the Insured, or your or the Insured's 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.

**“Loss of Sight”** means: -

total and irrecoverable loss of sight.

**“Natural Disaster”** means: -

an event or force of nature that has catastrophic consequences, such as avalanche, earthquake, flood, typhoon, hurricane, tornado, tsunami or volcanic eruption. Natural Disaster does not include epidemic or a pandemic.

**“Overseas Educational Institution”** means: -

an Education Institution located in Study Country/Region in which an Insured Student is registered for Overseas Education.

**“Overseas Education”** means: -

the Insured Student

- (a) is registered and studying in an Overseas Educational Institution as a full-time or international student, or
- (b) is participating in a student exchange program or internship with an overseas establishment located in Study Country/Region as arranged or required by Insured Student's Educational Institution.

**“Overseas Residence”** means:-

the private dwelling, house, apartment or flat, or residential hall provided by Overseas Educational Institution, located in the city where the Overseas Educational Institution is also located, solely for domestic use and being constructed of bricks, stone and concrete, roofed with concrete.

**“Period of Insurance”** means: -

the period specified in the Schedule and any subsequent period for which You or the Insured shall have paid and We shall have accepted a renewal premium.

**“Physiotherapist” or “Dentist” or “Chiropractor” or “Occupational Therapist” or “Acupuncturist” or “Clinical Psychologist”** means: -  
a person other than You, the Insured, or your or the Insured’s family members who is a duly qualified and legally registered under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place to practise physiotherapy/ dental/ chiropractic/occupational therapy/acupuncture/ psychology services.

**“Psychiatrist”** means: -  
a person other than You, the Insured, or your or the Insured’s family members who is a practitioner of western medicine specializing in the diagnosis and treatment of mental illness 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.

**“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, the Insured and the insurance provided. The Schedule forms part of the Policy.

**“Serious Bodily Injury or Serious Sickness”** means: -  
Bodily Injury or Sickness which requires treatment by a Legally Registered Medical Practitioner, the condition of which is certified by that Legally Registered Medical Practitioner as being dangerous to life or causing critical impairment to health condition. Where an Insured Student is concerned, the Legally Registered Medical Practitioner shall also certify that he/she is unfit to travel or continue with the Study Journey.

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

**“Study Country/Region”** means: -  
the country or region specified as Study Country/Region in the Schedule, where the Overseas Educational Institution located and outside Hong Kong, in which the Insured Student is studying abroad for the Overseas Education.

**“Study 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 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 journey whether it is permanently or temporarily return to Hong Kong.

For the avoidance of doubt, all ancillary leisure trips, which are less than 90 days per trip and outside Hong Kong or Study Country/Region, taken by You during the Study Journey is also covered.

For the avoidance of doubt, any legal part-time job located in Study Country/Region, which is a) administrative and clerical duties of an indoor nature and b) not excluded under General Exclusion 9 (a) to (x), taken by You during the Study Journey is also covered.

**“Travel and Accommodation Deposits”** means:-  
travel and accommodation deposits including overseas local tour package or admission tickets to any major sporting event, musical, concert, museum or theme park.

**“Travel Companion”** means: -  
the person who made the travel booking or reservation with You and accompanied You for the whole insured journey other than the tour guide, tour escort or a member or a group tour which You join for the purpose of the trip insured hereunder.

**“Trip”** means:- (Applicable to Section 4 & 5 only)  
All ancillary leisure trips outside Hong Kong or Study Country/Region.

**“Tuition Fee”** means:-  
a sum charged by the Overseas Educational Institution for the required courses (including any applicable laboratory fee and any cost for the use of facilities for attending the said courses, but excluding any cost of textbooks, meals, room and board).

**“Valuables”** means: -  
jewellery, furs, gold and silver articles, watches, radios and binoculars.

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

**“You / the Insured Student”** means: -  
the person named or specified as the Insured Person or Insured Student in the Schedule, who is a Hong Kong resident and is not a passport holder of the Study Country/Region, for whom insurance has been arranged.  
(with “your” being the possessive noun for You as defined)

**“Your Parent(s) / the Insured Student’s Parent(s)”** means: -  
the person who is a Hong Kong resident and the parent or Legal Guardian of the Insured Student.

**“the Insured”** means: -  
the person named or specified as the Insured or the Policyholder in the Schedule. If the Insured Student is aged 18 or above, the Insured can be either the Insured Student or the Insured Student’s Parent. If the Insured Student is aged below 18, the Insured must be Insured Student’s Parent.

## 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 Student is shown under the table of Benefits below for the Period of Insurance.

Section	Benefits	Premier Plan HK\$	Basic Plan HK\$
1.	Personal Accident	1,000,000	1,000,000
	Major Burns	500,000	500,000
2.	Medical Expenses	2,000,000	Not Applicable
	Hospital Cash	30,000	Not Applicable
	Trauma Counselling	15,000	Not Applicable
3.	Education Fund	300,000	300,000
	Cancellation of Study	50,000	50,000
	Study Interruption	200,000	200,000
	School Closure Daily Cash Allowance	5,000	5,000
4.	Travel Delay	Pay either item i) or ii)	
	i) Cash benefit	3,000	3,000
	ii) Additional transportation & accommodation cost	5,000	5,000
5.	Trip Cancellation and Curtailment	50,000	50,000
6.	Loss of Baggage and Personal Belongings	20,000	20,000
	Delayed Baggage	1,500	1,500
	Loss of Travel Documents	10,000	10,000
	Personal Money	2,000	2,000
7.	Personal Liability	2,000,000	2,000,000
8.	Household Contents at Overseas Residence	12,000	12,000
9.	Alternative Accommodation	10,000	10,000
10.	Terrorism Extension	3,000,000 (Applicable to Section 1 & 2 only)	

## 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 Study 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 by 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%

### Extra Benefits under Section 1

#### 1. Amateur Dangerous Sports and Activities Extension

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 Study 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, recreational alpine skiing or snowboarding, tobogganing or sledding, water skiing, wakesurfing, wakeboarding, rafting, sailing, windsurfing, bungee jumping, horse riding, trekking or hiking at an altitude of below 5,000 meters above sea-level, parasailing, banana boat trip, canoeing, kayaking, sea kayaking, underwater strolling, sand boarding, safari adventures, or zipline adventure activities.

The maximum amount We will pay under this Extra Benefit is HK\$500,000, 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 Study 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 and Activities 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 Student for whom such payment has been made.

**SECTION 2 - MEDICAL EXPENSES**

**2.1 Medical Expenses**

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

- a) In-patient Hospitalization treatment expenses charged by Hospital, all of which being necessarily and reasonably incurred elsewhere than in Hong Kong, including the following expenses:
  - i) emergency ambulance charges or emergency transportation costs to a registered medical institution;
  - ii) medical hospital treatment expenses, including all daily room and board expenses;
  - iii) surgical and other miscellaneous expenses;
  - iv) medical hospital treatment including consultation, prescribed medicine, laboratory and X-ray charges;
  - v) the cost of emergency dental treatment (as a result of Bodily Injury only); For the avoidance of doubt, the emergency dental treatment which is undergone by Dentist at the Dentist's clinic is also covered.
- b) related medical expenses incurred for the continuation of medical treatments received in a) above after returning to Hong Kong for a temporary visit of up to HK\$250,000 for a maximum period of 90 days, including Chinese medicine practitioners' fees up to HK\$200 per visit per day and up to HK\$5,000 in total for each Study Journey provided they are supported by receipts from a Chinese medicine practitioner (other than You or your Immediate Family Members) who is registered under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) of Hong Kong.
- 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 due to the medical treatments which is indemnified under 2.1 a) above and You cannot use your original return ticket.
- d) out-patients treatment expenses charged by a Legally Registered Medical Practitioner, Chiropractors, Physiotherapists, Occupational Therapists, or Acupuncturists, all of which being necessarily and reasonably incurred elsewhere than in Hong Kong, subject to a maximum of 25 visits during the Period of Insurance.

**2.2 Hospital Cash**

We will pay HK\$500 for each full day if You are Hospitalized in a Hospital overseas more than 5 consecutive days due to Bodily Injury or Sickness sustained during the Study Journey.

**2.3 Trauma Counselling**

In the event that You are being an eye-witness to and/or is the victim of a traumatic event during the Study Journey such as, but not limited to, rape, armed robbery, assault, Natural Disaster or Acts of Terrorism occurred during the Study Journey, We will pay the necessary and reasonable medical expenses actually incurred within 6 months from the date of occurrence of such traumatic event and supported by receipted accounts from a Psychiatrist or Clinical Psychologist subject to a maximum of HK\$1,500 per visit per day and HK\$15,000 in aggregate during the Period of Insurance in respect of treatment for You are diagnosed to be suffering from post-traumatic stress disorder by a Legally Registered Medical Practitioner.

**Extra Benefits under Section 2**

1. **Amateur Dangerous Sports and Activities Extension**

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, recreational alpine skiing or snowboarding, tobogganing or sledding, water skiing, wakesurfing, wakeboarding, rafting, sailing, windsurfing, bungee jumping, horse riding, trekking or hiking at an altitude of below 5,000 meters above sea-level, parasailing, banana boat trip, canoeing, kayaking, sea kayaking, underwater strolling, sand boarding, safari adventures, or zipline adventure activities.

The maximum amount We will pay under this Extra Benefits is HK\$500,000.

**Special Condition for Section 2**

The payment of charges from Chiropractors, Physiotherapists, Occupational Therapists, Acupuncturists (other than Chinese medicine practitioners in 2.1(b)) or Clinical Psychologist and the like is subject to the availability of a referral letter or similar certification from a Legally Registered Medical Practitioner.

All treatments or medicines must be prescribed by a Legally Registered Medical Practitioner in order for the expenses to be recoverable.

We are entitled to monitor and review the medical case of the Insured Student in the event of Hospitalization and We have the right to manage all Hospitalization cases to ensure that the services charged are reasonable and customary. We are also entitled to involve and liaise with appropriate parties including the treating Legally Registered Medical Practitioner, referring medical practitioners, regular family doctor(s) or Hospital to ascertain the diagnosis, plan of treatment or technique or methods to be employed for the Insured Student.

In the event of claim, You must submit the proof to Us according to General Conditions 4 and 5.

### **Excess (if applicable)**

We will not be liable for the first amount specified under Excess in the Schedule for each and every In-patient Hospitalization claim.

## **SECTION 3 - TUITION EXPENSES**

### **3.1 Education Fund** (Only applicable if You are unmarried and 25 years of age or below when Your Parent suffers Bodily Injury)

Subject to the scale of Benefits stated in Section 1 Personal Accident and the maximum indemnity as stated in the Summary of Benefits of this benefit, We will pay this benefit as a subsidy for the continuation of your education if Bodily Injury suffered by Your Parent during for the Period of Insurance resulting in death or permanent disablement within 12 months from the date of the accident.

We will not pay any claim if Your Parents are over 75 years of age when he/she suffers Bodily Injury.

You can only claim for either one of Your Parents in respect of any one accident arising from the same cause.

Once payment of any one of Your Parents for whom has been made will end this Benefit.

### **3.2 Cancellation of Study**

We will cover unused pre-paid Tuition Fee of your Study Journey and 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 Study Journey is unavoidably cancelled within 30 days (for item a, b, c) or 7 days (for item d, e) prior to its commencement from Hong Kong due to any of the following reasons:-

- a) death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members;
- b) 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 landslip which requires your continued presence;
- d) (i) strike or industrial action, (ii) riot, (iii) Infectious Diseases, or (iv) Natural Disaster at the Study Country/Region;
- e) the raising of a Black Alert or Red Alert against the Study Country/Region by the Hong Kong Government under the Outbound Travel Alert system.

The maximum We will pay under item e) is

- i) if the Black Alert is hoisted, 100% of the relevant loss and up to the maximum limit stated in the Summary of Benefits; or
- ii) if the Red Alert is hoisted, 50% of the relevant loss and up to 50% of the maximum limit stated in the Summary of Benefits.

You can only claim either for Black Alert or Red Alert, but not for both, in respect of any losses arising from the same cause.

No benefit will be payable if the Black Alert or Red Alert has been hoisted or announced to the Study Country/Region at the time of application for this insurance or at the date of arranging the Study Journey.

### **3.3 Study Interruption**

We will cover

- i. unused pre-paid Tuition Fee of your Study Journey You have paid or payments for which You are legally obliged to pay and which are not recoverable from any other source or the re-attend fee of the missing course, if You are unable to continue your Study Journey unavoidably after it has begun; and
- ii. 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 or additional transport and/or accommodation expenses necessarily and reasonably incurred if your Study Journey is unavoidably abandoned permanently or temporarily for necessitating an unexpected return to Hong Kong after it has begun and You return to Hong Kong permanently before the scheduled return date or You return to Hong Kong temporarily for less than 90 days and continue your Study Journey at your Study Country/Region, up to a maximum of HK\$20,000.

due to the death, Serious Bodily Injury or Serious Sickness of You or your Immediate Family Members.

### **3.4 School Closure Daily Cash Allowance**

We will pay HK\$500 for each full day in the event of the sudden and unexpected closure of Overseas Educational Institution for more than 3 consecutive days due to Natural Disaster, or compulsory closure, such as but not limit to, murder, Infectious Disease, fire and explosion, by local police or authority; and meanwhile this Overseas Educational Institution is physically closed without any format of education available.

For the avoidance of doubt, this Benefit is not payable if the Overseas Educational Institution is physically closed but with online course or education is available.

### **Special Condition for Section 3**

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

You can only claim under either Section 3.2, Section 3.3, Section 4 or Section 5, but not under more than one section, in respect of any losses arising from the same cause.

## **SECTION 4 - TRAVEL DELAY**

### **4.1 Travel Delay**

We will pay either i) HK\$300 for each 6 hours of delay up to a maximum of HK\$3,000 or ii) the additional transport and/or accommodation expenses necessarily and reasonably incurred elsewhere than in Hong Kong up to a maximum of HK\$5,000 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 6 hours from the time specified by the carrier due to:- (i) its mechanical and/or electrical breakdown; (ii) strike or industrial action; (iii) riot; (iv) hijack; (v) adverse weather conditions; (vi) Natural Disaster; or (vii) closure of the airport.

The maximum amount We will pay for additional accommodation expenses is HK\$1,000 per day. For the avoidance of doubt, We will only pay for the additional transport expenses up to the same level as your original travelling class in the insured Study Journey.

### **Special Condition for Section 4**

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.

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.

You can only claim under either Section 3.2, Section 3.3, Section 4 or Section 5, but not under more than one section, in respect of any losses arising from the same cause.

## **SECTION 5 - TRIP CANCELLATION AND CURTAILMENT**

### **5.1 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 necessarily and reasonably incurred if your journey is unavoidably cancelled within 30 days prior to its commencement due to any of the following reasons:-

- a) death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members, fiancé (fiancée) or Travel Companion;
- b) jury service, witness summons or compulsory quarantine of You;
- c) your Overseas Residence becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslip which requires your continued presence;
- d) delay in departure from Hong Kong or Study Country 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 of Public Transport conveyance You have booked to travel; (iv) adverse weather conditions; (v) natural disaster directly resulting in Suspension of Public Transport;

### **5.2 Trip 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 necessarily and reasonably incurred if your journey is unavoidably abandoned after the Trip has begun and You return to Hong Kong or Study Country before the scheduled return date due to any of the following reasons:-

- a) death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members, fiancé (fiancée), or Travel Companion;
- b) jury service, witness summons or compulsory quarantine of You;
- c) your home in your Overseas Residence becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslip 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.

You can only claim under either Section 3.2, Section 3.3, Section 4 or Section 5, but not under more than one section, in respect of any losses arising from the same cause.

## **SECTION 6 - PERSONAL BELONGINGS**

### **6.1 Loss of Baggage and Personal Belongings**

We will pay for accidental loss of or damage to personal baggage or belongings owned by You during the Study 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) all of your sports equipment is HK\$5,000 in total.
- c) all of your Valuables is HK\$5,000 in total.
- d) all of your cameras, camcorders (including their accessories/ancillary equipment) and audio/video equipment is HK\$5,000 in total.
- e) all of your laptop computer is HK\$10,000 in total.
- f) any mobile phone or tablet computer (including any accessories attached to it at the time of loss) is HK\$2,000. We will pay only one above-mentioned device per Insured Student per Period of Insurance.

### **6.2 Delayed Baggage**

If your check-in baggage is temporarily lost in transit on the outward trip outside Hong Kong or outside Study Country/Region if the trip commence from Study Country/Region, and not restored to You within 5 hours, We will reimburse the actual expenses on emergency purchase of essential clothing or toiletries during any one trip 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.

### **6.3 Loss of Travel Documents**

We will pay for the cost of replacing your Hong Kong Identity Card or the passport You use for travelling (including any visa attached to the passport) following accidental loss or damage during the Study 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 outside the Study Country/Region during the Study Journey. The maximum amount We will pay for accommodation expenses is HK\$1,000 per day. For the avoidance of doubt, We will only pay for the additional transport expenses up to the same level as your original travelling class in the journey.

### **6.4 Personal Money**

We will cover the loss of your cash or traveller's cheques owned and carried by You for social and domestic purposes directly arising from theft, robbery or burglary during the Study Journey, subject to the maximum amount shown in the Summary of Benefits.

## **SECTION 7 - PERSONAL LIABILITY**

We will pay for all sums which You become legally liable to pay as compensation for accidents which happen during a Study 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 Study 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 7**

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 8 – HOUSEHOLD CONTENTS AT OVERSEAS RESIDENCE**

We will cover the loss or damage of your Household Contents as a direct result due to fire, flood, earthquake, tsunami, subsidence/landslip, Aircraft damage or impact damage by any road vehicle during the Study Journey whilst contained with the Insured Student's Overseas Residence.

The maximum amount We will pay for any single article, pair or set of articles is HK\$3,000.

The maximum amount We will pay under this Section is the amount shown in the Summary of Benefits.

## **SECTION 9 - ALTERNATIVE ACCOMMODATION**

In the event of your Overseas Residence at the Study Country/Region being rendered uninhabitable due to fire or Natural Disaster during the Study Journey, We will pay You the necessary and reasonable cost incurred for temporary accommodation until your Overseas Residence is fit to live in again.

We will not pay more than HK\$500 per day and HK\$10,000 in aggregate during the Period of Insurance.

## **SECTION 10 - TERRORISM EXTENSION (Applicable to Section 1 and Section 2 only)**

Notwithstanding the War and Terrorism Exclusion, We will extend this Policy to cover the Insured Student in respect of death or Bodily Injury (including necessary medical expenses incurred as covered under Section 2 and emergency assistance services) which may be sustained through Acts of Terrorism during the Study Journey.



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 Student 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 Student against Acts of Terrorism ("the Other Policy"), and
- (b) all benefits, costs and expenses incurred for the same Insured Student 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 HK\$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 HK\$3,000,000, the Insured Student shall not be indemnified under this Extension and the aforesaid Insured Student 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.

## 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 Study Journey.
2. You or Your Parents engaging in
  - a) any sport in a professional capacity or where You or Your Parents 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 or rock-climbing (necessitating the use of ropes or pitons), iceberg climbing, potholing, speed or endurance tests, marathon or any tour with bicycle riding as the main transportation during the insured journey, parachuting or skydiving or any sporting activities in connection with an aircraft, hang-gliding, 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, water motorcycling/jet-skiing, jet-boating, speed-boating, dune driving, snow motorcycling, ski-jumping, ice hockey, the use of bob-sleighs or skeletons, the use of firearms, or other hazardous pursuits or occupations.
3. business travel involving assignments of a dangerous nature or where your or Your Parents' occupation is of a manual nature.
4. suicide, intentional self-inflicted injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder (unless specifically provided).
5. You or Your Parents being under the influence of drugs (other than those prescribed by a Legally Registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
6. You or Your Parents being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury or the accident, or the effects of solvent abuse.
7. 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.
8. air travel other than when You or Your Parents are travelling as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licensed chartered service.
9. You or Your Parents' engagement as a
  - a) staff or worker in any form of manual employment or occupation, whether work either indoor or outdoor, skilled / semi-skilled / unskilled, with or without operating or maintaining of machinery or engine (portable home and office tools and appliances excepted);
  - b) fitness trainer, yoga instructor, lifeguard, tourist guide or escort;
  - c) actors/actresses, musicians, singers, entertainers, kung fu instructors, stunt persons, or movie cameramen; acrobats, circus trainers or performers;
  - d) aircrew, helicopter or single engine light aircraft pilots, aerial photography or aerial workers;
  - e) marine pilots, ship crew or vessel workers;
  - f) fishermen, farmers; fruit pickers;
  - g) casino's or other gambling establishment's staff; nightclub's, karaoke club's, bar's, sauna's or massage parlour's staff; bartender;
  - h) police or fire services personnel, staff of Hong Kong Correctional Services Department or Hong Kong Customs and Excise Department, or other disciplinary services personnel;
  - i) naval, military or air force service or operations or armed force services of any country or international authority;
  - j) armed security guards, professional money/jewellery removers or armoured vehicle's crew;
  - k) outdoor jewellery salesman, bodyguard; detectives;
  - l) commercial vehicle (including but not limited to truck, goods vehicle, special purpose vehicle, taxi, bus, motor cycle, tram, light bus, etc.) drivers, attendants or labourers; delivery person, courier staff, or dispatch rider; China/Macao-Hong Kong cross border drivers;
  - m) professional sportsmen or coaches; racing drivers;

- n) crane operators; demolition contractors or workers; foremen, manual workers or machine operators involved in any civil engineering and/or construction works; construction site workers; scaffolding erection or maintenance workers; welders; gondola workers; steel bending & erection workers;
  - o) steeplejacks, window cleaners, neon light signboard installation workers or repairers, or any job required to work at heights of over 10 feet from ground or floor level; interior decorators; renovation or decoration workers;
  - p) dock's or dockyard's manual workers or machine operators; ship/boat building, breaking or repairing workers; stevedores;
  - q) divers; horse trainers; jockeys; international reporters or photographers; war correspondents;
  - r) garage or motor repairer; lift or escalator installation or maintenance workers; railway or tramway or cable car workers;
  - s) recycling workers; gas, water, electricity or electrical appliances installation or maintenance workers;
  - t) logging or saw mills workers; mining or quarrying workers; oil or gas rig workers; offshore workers; underground and underwater workers; caisson workers; blacksmiths; carpenters; chemical or petrochemical workers;
  - u) chimney or tower or steeple or bridge or dam builders and workers; drainage or sewage workers; tunnel workers; well sinker and borer;
  - v) workers exposed to dust or poisonous chemicals;
  - w) workers involved in the manufacture, storage, filling, breakdown, handling and transport of: -
    - i) fireworks, ammunition, fuses, cartridges, gunpowder, nitroglycerine and/or any explosives.
    - ii) gases and/or air under pressure in containers.
    - iii) butane, methane, propane, and other liquefied gases.
    - iv) celluloid and pyroxylin.
    - v) petrochemicals and also chemicals of a toxic, noxious, explosive and/or highly flammable nature.
10. fighting (except in bona fide self defence), provoked assault, resistance to arrest.
11. wilful, malicious, criminal or unlawful acts committed by You or the Insured or any person acting on behalf of You or the Insured.
12. consequential loss of any kind.
13. any payment You would normally have made during your travels, if nothing had gone wrong.
14. any claim if You are below 6 years of age or over 50 years of age when You suffer Bodily Injury, Sickness, or incur the loss, damage or liability.
15. any claim whether made by You or the Insured or anyone acting on your or the Insured's 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.
16. 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.
17. 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:-

18. 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 Acts 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.
19. 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.
20. 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.

21. Property Cyber and Data Exclusion

- 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss;

- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remedying any Cyber Act or Cyber Incident.
  5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
  6. Cyber Incident means:
    - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
    - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
  7. Computer System means:
    - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
  8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
22. 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 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 7 - 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, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

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 (applicable to specific Sections)**

##### (A160) COVID-19/ Pandemics Exclusion (Applicable to Section 1 - Personal Accident and Section 3.1 - Education Fund only)

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived :

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

##### (P226) Communicable Disease Exclusion (Applicable to Section 6 - Personal Belongings only)

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

(P227) General Exclusion for Cleaning Cost – Communicable Disease (Applicable to Section 6 - Personal Belongings only)

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

(L132) Communicable Disease Exclusion (Applicable to Section 7 - Personal Liability only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**Exclusions to Sections 1, 2 and 3**

We do not cover:-

1. any claim if You or Your Parents 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 or Your Parents 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 Study Journey including any recurring, chronic or continuing illness or condition which You or Your Parents 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 Study 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 Study Journey, or
  - b) You or if You are below 18 years of age, Your Parents knew or ought to have known prior to the commencement of the Policy or the arrangement of the Study 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, acute mountain sickness, 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; general or routine check up or examination.
7. surgery or medical treatment when in the opinion of the Legally Registered Medical Practitioner treating the Insured Student, the treatment is not urgent and medically necessary during the Study Journey, and can be reasonably delayed until the Insured Student returns to Hong Kong.
8. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis.
9. any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches.
10. the cost of dental treatment unless such treatment is for emergency and caused by Bodily Injury to the sound natural teeth.
11. dentures, dental implant, crowns or bridges, and the like.
12. any additional cost of single or private or semi-private room accommodation at a Hospital or charges in respect of special or private nursing.

**Exclusions to Sections 3, 4, and 5**

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 Study Journey or any ancillary leisure trip.
2. the failure of You or the Insured to
  - a) check in for departure by the time specified by the carrier (except as reasons specifically provided in Sections 3, 4, 5);
  - 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.

We do not cover:-

5. any claim if You or the Insured fail to obtain or provide i) a written medical report from the Legally Registered Medical Practitioner or ii) a written confirmation of cancellation of booked items from the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.

**Exclusions to Section 6**

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 or the Insured 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.
3. loss of or damage to Valuables, cameras or camcorders (including their accessories/ancillary equipment), audio/video equipment, mobile phone, tablet computer, laptop computer, 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 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 any aerial device and their accessories and spare parts including aerial photography equipment.
8. loss of or damage to contact lenses, dentures, prostheses, bonds, negotiable instruments or securities, food or drinks, medicine, or tobacco.
9. breakage of sports equipment while in use.
10. damage to any brittle or fragile items.
11. 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.
12. loss resulting from unexplained disappearance, or shortage due to error or omission or depreciation in value.
13. any fines or penalties incurred by You or the Insured due to non-replacement or late replacement of the lost personal documents.
14. the first HK\$200 of each and every claim per Insured Student (except for claims made under Section 6.2).
15. any loss related to stored-value devices or digital money or other instruments of payment of any kind, including but not limited to credit value of credit card, Octopus Card, any stored-value card, other prepaid electronic ticket and digital wallet.
16. any loss of money not belonging to but being carried by the Insured Student.
17. any loss of money being left behind or unattended in a Public Transport or vehicle of any other kind or in public places.
18. any loss of money which is not carried by Insured Student at the time of loss.

### Exclusions to Section 7

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 or the Insured's family member or employee, or any person in the service of You, the Insured, or your or the Insured's family member;
  - b) loss of or damage to property which belongs to or in the custody or control of You, the Insured, your or the Insured's family member or employee, or any person in the service of You, the Insured, or your or the Insured's family member;
  - c) your employment, trade, business or profession;
  - d) the ownership or occupation or use of any land or buildings or your Overseas Residence other than temporary holiday accommodation;
  - e) the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description, lifts or elevators;
  - f) the ownership, possession or use of any aerial device and their accessories and spare parts including aerial photography equipment.
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.

### Exclusions to Section 8

We do not cover:-

1. any loss or damage if You have another policy covering the same loss or damage.
2. any loss or damage not reported to the police within 24 hours of discovery.

### Exclusions to Section 9

We do not cover:-

1. consequential loss or damage of any kind.
2. any loss by reason of legal or illegal occupation of such property or premises by any government officials.
3. any loss or damage that has been or will be refunded or paid by any other source or person or organisation responsible for the loss or damage.

## GENERAL CONDITIONS

### 1. Child Cover

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

### 2. Health Warranty

The Insured warrant that all of the Insured Student and Insured Student's Parents upon which this insurance is issued are in good health. If not, the Insured are required to tell Us.

### 3. Precautions

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

#### 4. Notification of Claim

You or the Insured 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 or the Insured must also tell Us if You or the Insured know of any writ, summons or prosecution against You or the Insured and immediately send Us every letter or document which relates to a claim.

If the Insured Student is aged below 18, all claims must be reported or submitted by the Insured.

#### 5. Conduct of the Claim

You or the Insured or any person acting for You or the Insured, 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 or the Insured 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. Payment of Benefit

- a) If the Insured Student is aged below 18, all claim settlements will be made payable to the Insured or Insured Student's Parent(s). The acceptance of the claim settlements by the Insured or Insured Student's Parent(s) will constitute a valid and full discharge of the claim.
- b) Any amount payable in respect of death of the Insured Student under Section 1 shall be payable to the estate of the Insured Student unless the Beneficiary is designated, and all other indemnities of the Policy shall be payable to the Insured Student or if the Insured Student is aged below 18, to the Insured Student's Parent(s) or Legal Guardian on behalf of the Insured Student.
- c) Any amount payable in respect of death of the Insured Student's Parent under Section 3 shall be payable to the Insured Student or if the Insured Student is aged below 18, to the Insured Student's Parents or Legal Guardian on behalf of the Insured Student.

#### 7. 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 or the Insured's name to enforce recovery against anyone else whether before or after payment of the claim.

#### 8. 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.

#### 9. 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.

#### 10. Other Insurance (Not applicable to Section 1 - Personal Accident and Section 3.1 - Education Fund)

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.

#### 11. Cancellation

The Insured may cancel the Policy by giving Us written notification, in which case the Insured 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, and subject to the minimum premium of HK\$500.

##### Period of Insurance already covered    Refund Premium

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 the Insured's last known address. A proportionate part of the premium may then be returned to the Insured.

#### 12. 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. 609 of the Laws of Hong Kong) 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.

#### 13. 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.

# 海外升學保險保單

(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」之海外升學保險保單(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，於海外升學期間隨身攜帶或參閱「本公司」發送給「閣下」或「投保人」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，辦理索償手續。

「本保單」是「閣下」、「投保人」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」或「投保人」所繳之保費的「保險期」內，於「受保學生」「升學旅程」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」、「投保人」及任何代表「閣下」或「投保人」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」、「投保人」及「閣下」或「投保人」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：

- 「受保學生」之通常居住地為「香港」並於「香港」安排每次「升學旅程」及並不是「升學國家/地區」的護照持有人；及
- 在投保時，「受保學生」應尚未離開「香港」前往任何將會承保之「升學旅程」；及
- 「升學旅程」應為從「香港」出發的行程，即最初出發地為「香港」；及
- 「受保學生」的「升學旅程」必須在「香港」以外地區以接受「海外教育」留學為目的；及
- 在「保險期」期間，「受保學生」需為「海外教育機構」註冊之全日制或國際學生並持有學生證、或正參與按「受保學生」的「教育機構」安排或要求在「升學國家/地區」進行之學生交流計劃或海外機構的實習，及非受僱為一般不保事項第9(a)至(x)所列的職員或工人；及
- 如「受保學生」在投保時年齡為18歲以下，「投保人」必須為「受保學生的父母」。

## 詞彙定義

「恐怖活動」是指：—

任何人士或團體(不論是單獨行事或代表任何組織或與其有關聯)因政治、宗教、思想形態並透過使用武力、暴力為目的意圖影響任何政府或令民眾恐慌之活動。

「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。

「教育機構」是指：—

任何獲得該國家或地區正式許可和授權營運的認可教育機構，並由合資格的教師提供教育服務。

「自負額」是指：—

「閣下」就每宗索償必須自行承擔的首筆金額。

「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，主要以住院形式向傷病者提供接待、住院護理及治療服務並且：

- 備有系統性設施以提供診斷、治療及主要手術服務；
- 由註冊護士每日24小時提供護理服務；
- 由一位或多位「合法註冊醫生」監督運作；及
- 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。

「住院」是指：—

因醫療上必需(而並非只為任何形式的醫護、療養、復康或延續護理)而作為登記住院病人入住「醫院」接受「合法註冊醫生」治理。

**重要事項** — 請細閱此保單，如需更正，請即通知本公司。

「家居物品」是指：—

「閣下」的傢具、家居陳設、家庭用品及電器（包括「閣下」租用的家庭電器）及個人物品，惟以下物品除外：

- a) 汽車（剪草機及由個人操控的家居園藝工具則除外）、電單車、拖車、托架或放置在其上之零件及配件；
- b) 牲口、寵物及動物；
- c) 培植中的農作物及植物；
- d) 船（手動除外）、氣墊船、船隻及外置發動機或其零件及配件；
- e) 飛機或任何飛行或航天裝置，以及此等裝置的配件及零件，包括但不限於衛星天線、外置電視及收音機天線、天線裝置、天線杆及天線塔、無人機；
- f) 流動／手提無線電訊器材，例如流動／手提電話、傳呼機，平板或手提電腦；
- g) 搬運或運送途中的物品；
- h) 因任何專業工作、商業事務或職業而持有或使用的物品或已另行投保的物品；
- i) 菲林底片、錄影帶、卡式盒帶、唱碟、影碟或磁碟如有遺失或損毀，有關賠償只會按其尚未使用時的空件價值計算。若購買時已載有預錄內容，則「我們」會以市場最新的售價作為最高賠償額；
- j) 契約、債券、匯票、承付票、任何文件（包括但不限於護照、身份證、駕駛執照或任何種類的證書）手稿、彩票、紀錄或電腦紀錄或軟件、「金錢」、八達通卡／手錶、信用卡、或任何儲值裝置或電子貨幣；
- k) 隱形眼鏡、假牙、義肢、露營用品、槍械；
- l) 任何人士擁有、受信託保管、持管或控制而其間作專業用途之樂器、體育設備及攝影器材；
- m) 食物和飲品。

「直系家屬」是指：—

「受保學生」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」。

「傳染病」是指：—

世界衛生組織發出大流行病警報及/或因「升學國家/地區」地方當局實施強制隔離的任何種類傳染病。

「住院病人」是指：—

入住「醫院」接受治療，並連續至少12小時使用病床的病人，惟在由該「醫院」擁有及經營的認可日間護理中心進行手術，則沒有最低住院時間要求。

「法定監護人」是指：—

根據《未成年人監護條例》（香港法例第13章）委任或憑藉該條例行事的監護人。

「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」、「投保人」或「閣下」或「投保人」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。

「自然災害」是指：—

具有災難性後果的自然現象或事件，例如雪崩、地震、洪水、颱風、颶風、龍捲風、海嘯或火山爆發。「自然災害」不包括流行病或大流行病。

「海外教育機構」是指：—

位於「升學國家/地區」的「教育機構」，而「受保學生」並在此機構註冊接受「海外教育」。

「海外教育」是指：—

「受保學生」

- (a) 在「海外教育機構」註冊為全日制或國際學生之身份就讀，或
- (b) 正參與按「受保學生」的「教育機構」安排或要求在「升學國家/地區」進行之學生交流計劃或海外機構的實習。

「海外居所」是指：—

位於「海外教育機構」所在的城市，並以磚頭、石頭及混凝土建築、蓋有混凝土屋頂及只作居住用途的私人住宅、房屋、公寓或寓所、或「海外教育機構」提供的宿舍。

「保險期」是指：—

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

「物理治療師」或「牙醫」或「脊醫」或「職業治療師」或「針灸治療師」或「臨床心理學家」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執業於提供物理治療/牙科/脊椎治療/職業治療/針灸治療/心理學的服務，但「閣下」、「投保人」或「閣下」或「投保人」之家屬除外。

「精神科醫生」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專門執業於精神疾病診斷和治療的西醫，但「閣下」、「投保人」或「閣下」或「投保人」之家屬除外。



「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。

「承保表」是指：—

一份載有「閣下」、「投保人」及其之保障計劃等詳細資料的文件。「承保表」是「本保單」的一部份。

「嚴重身體受傷或嚴重疾病」是指：—

需由「合法註冊醫生」提供治療並確認涉及生命危險或對健康造成嚴重損害之「身體受傷」或「疾病」。如有關人士為「受保學生」，「合法註冊醫生」應進一步確認該「身體受傷」或「疾病」會導致有關人士不適合旅遊或繼續「升學旅程」。

「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。

「升學國家/地區」是指：—

「承保表」中所載為「升學國家/地區」的國家或地區，須位於「香港」以外並為「受保學生」所接受「海外教育」之「海外教育機構」的所在地。

「升學旅程」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「受保學生」離開「香港」的居所直接啟程開始至旅程完結返抵「香港」入境服務櫃台後 2 小時終結，不論是永久或暫時返回「香港」。

為免疑問，「受保學生」於「升學旅程」期間在「香港」或「升學國家/地區」以外的地方及不超 90 日的消閒旅遊亦包括在內。

為免疑問，「受保學生」在「升學旅程」期間，於「升學國家/地區」從事的合法兼職工作亦包括在內，惟該工作性質須為(a)室內進行的行政及文職工作及(b)並非在一般不保事項第9(a)至(x)所列中。

「旅程及住宿按金」是指：—

旅程及住宿按金，包括於海外之當地旅行套票或任何大型體育賽事、音樂劇、演唱會、博物館或主題公園的入場券。

「旅遊伙伴」是指：—

與「閣下」一同預約或預訂旅程及在整個受保旅程陪伴「閣下」的個人，惟不包括導遊、護送者或「閣下」在受保行程期間所加入的旅行團團友。

「旅程」是指：—（只適用於第 4 及第 5 節）

「受保學生」於「升學旅程」期間在「香港」或「升學國家/地區」以外的地方的消閒旅遊。

「學費」是指：—

「海外教育機構」就必修課程收取的費用（包括任何適用的實驗室費及參加該課程所使用設施的任何費用，但不包括任何教科書、膳食及住宿費用）。

「貴重物品」是指：—

珠寶、皮草、黃金及純銀物品、腕錶、收音機及望遠鏡。

「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/受保學生」是指：—

「承保表」上具名或指明的「受保人」或「受保學生」，須為「香港」居民及非「升學國家/地區」之護照持有人，其並獲得保險之安排。

（其中「閣下的/閣下之」是「閣下」定義下之所有格名詞）

「閣下的父母/受保學生的父母」是指：—

「受保學生」的父母或「法定監護人」，並為「香港」居民。

「投保人」是指：—

「承保表」中所載為「投保人」或「保單持有人」的個人。如「受保學生」年齡為 18 歲或以上，「投保人」應為「受保學生」或「受保學生的父母」。如

「受保學生」年齡為 18 歲以下，「投保人」必須為「受保學生的父母」。

## 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「保險期」內每名「受保學生」的最高賠償額如以下保障項目表所示。

章節	保障項目	醫全計劃 港幣/元	基本計劃 港幣/元
1.	人身意外	1,000,000	1,000,000
	嚴重燒傷	500,000	500,000

2.	醫療費用 住院現金 創傷輔導	2,000,000 30,000 15,000	不適用 不適用 不適用
3.	教育基金 取消學業 學業中斷 學校停課津貼	300,000 50,000 200,000 5,000	300,000 50,000 200,000 5,000
4.	行程延誤  i)現金津貼 ii)額外交通及住宿開支	  3,000 5,000	只賠償以下i)或ii)其中一項  3,000 5,000
5.	取消及縮短行程	50,000	50,000
6.	遺失行李及個人財物 行李延誤 遺失旅遊證件 個人金錢	20,000 1,500 10,000 2,000	20,000 1,500 10,000 2,000
7.	個人責任	2,000,000	2,000,000
8.	海外居所內的家居財物	12,000	12,000
9.	臨時居所	10,000	10,000
10.	恐怖活動附加保障	3,000,000 (只適用於第1及第2 保障項目)	

## 第1節 - 人身意外

「閣下」在「升學旅程」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%

### 第1節的額外保障

#### 1. 業餘危險運動及活動保障

在「本保單」一般不受保事項第2(b)節的限制下，若「閣下」在「升學旅程」內以業餘身份參與熱氣球、不超過水深30米之水肺潛水、休閒高山滑雪或單板滑雪、滑或乘平底雪橇、滑水、無繩滑水、寬板滑水、急流飄筏、帆船航行、滑浪風帆、吊索跳、騎馬、在海拔5,000米以下的高地徒步登山旅行或遠足、水上滑翔傘、香蕉船、獨木舟、皮划艇、海上皮划艇、水底漫步、滑沙、野生動物觀賞之旅或飛索體驗活動時「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金額為 港幣500,000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「升學旅程」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「業餘危險運動及活動保障」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）

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

## **第2節 - 醫療費用**

### **2.1. 醫療費用**

如「閣下」於「升學旅程」期間「身體受傷」或患上「疾病」，「本公司」將賠償「閣下」下列因而產生之費用：

- a) 由「醫院」收取以「住院病人」形式「住院」接受治療之費用，該等費用應為合理及必須的，並於「香港」以外地方支付，包括以下費用：
  - i) 前往註冊醫療機構的緊急救護車收費或緊急交通費用、
  - ii) 醫院醫療費用，包括所有每日住院及病房費用、
  - iii) 外科手術費及其他雜費、
  - iv) 醫院醫療費用，包括診症、處方藥物、化驗室及 X 光檢查費用、
  - v) 緊急牙科治療費用（僅限由「身體受傷」引致）。為免疑問，由「牙醫」在其診所進行的緊急牙科治療亦包括在內。
- b) 短暫返回「香港」後90天內因繼續接受上述第 2.1 節 a)中有關之覆診的醫療費用，最高賠償額為港幣250,000元。該等覆診費用包括中醫費用，最高賠償為每天一次、每次港幣200元，最高賠償總額則為每次「升學旅程」港幣5,000元，惟「閣下」必須出示在香港《中醫藥條例》（香港法例第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。
- c) 如「閣下」必須以及無可避免地由於上述第 2.1 節 a) 獲賠償的醫療治療而需要延遲返回「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。
- d) 由「合法註冊醫生」或「脊醫」或「物理治療師」或「職業治療師」或「針灸治療師」收取的門診治療費用，該等費用應為合理及必須的，並於「香港」以外地方支付，在「保險期」內以最多25次門診治療為限。

### **2.2. 住院現金**

如「閣下」在「升學旅程」中因「身體受傷」或患上「疾病」，需要在海外「醫院」「住院」超過連續5天，「本公司」將支付為每整天港幣500元的住院現金賠償。

### **2.3. 創傷輔導**

若「閣下」在「升學旅程」期間目睹及/或親歷創傷事件（例如但不限於強姦、持槍搶劫、襲擊、「自然災害」或「恐怖活動」）並由「合法註冊醫生」診斷罹患創傷壓力後遺症，「我們」將支付在創傷事件發生日起6個月內合理及必須的醫療費用，最高賠償為每天一次、每次港幣1,500元，而在「保險期」的最高賠償額為15,000 港元。惟「閣下」必須出示由「精神科醫生」或「臨床心理學家」所收發出的收據。

## **第2節的額外保障**

### **1. 業餘危險運動及活動保障**

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、休閒高山滑雪或單板滑雪、滑或乘平底雪橇、滑水、無繩滑水、寬板滑水、帆船航行、急流飄筏、滑浪風帆、吊索跳、騎馬、在海拔5,000米以下的高地徒步登山旅行或遠足、水上滑翔傘、香蕉船、獨木舟、皮划艇、海上皮划艇、水底漫步、滑沙、野生動物觀賞之旅或飛索體驗活動而「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金額為 港幣500,000元。

### **適用於第2節之特別條款**

由「脊醫」、「物理治療師」、「職業治療師」、「針灸治療師」（第2.1(b)節中所列的中醫師除外）、「臨床心理學家」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。

所有治療或藥物必須由「合法註冊醫生」提供處方，才可取回相關費用。

就「住院」而言，「我們」有權在「住院」期間監察及審查「受保學生」的醫療狀況，「我們」並有權處理所有「住院」個案，以確保服務收費合理及符合慣常水平。「我們」亦有權參與及包括與治療的「合法註冊醫生」、轉介醫生、普通家庭醫生或「醫院」在內的適當各方進行聯絡，以確定「受保學生」的診斷、治療計劃或技術或方法。

如發生索償的事件，「閣下」必須根據一般條款第4及5項向「我們」提交證明。

### 「自負額」(如適用)

就每宗以「住院病人」形式「住院」接受治療之索償事故，「我們」將不會賠償於「承保表」中「自負額」註明的首筆金額。

## 第3節 - 學費保障

### 3.1 教育基金 (此保障只適用於「閣下的父母」「身體受傷」時，「閣下」之年齡為25歲或以下及未婚)

如「閣下的父母」於「保險期」內因「身體受傷」而導致死亡或永久殘廢(由意外日期起計12個月內發生)，「我們」將會按第1節 - 人身意外保障中所列保障項目之級別及「保障項目表」中此項保障的最高賠償額為限，支付「閣下」作為繼續教育的補貼之賠償。

如「閣下的父母」在遭受「身體受傷」時年齡超過75歲，「我們」將不會支付此項賠償。

「閣下」只可就同一原因所引起的任何意外，為「閣下的父母」之其中一位提出索賠。

當「閣下的父母」之其中一位獲賠償後，此項保障即告終止。

### 3.2 取消學業

如於「香港」出發前30天(適用於以下a, b, c項)或7天(適用於以下d, e項)內，因以下任何原因而無可避免地取消「升學旅程」，「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「升學旅程」之「學費」或「旅程及住宿按金」作出賠償：

- 「閣下」或「閣下」之「直系家屬」的死亡、遭受「嚴重身體受傷或嚴重疾病」；
- 「閣下」需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「升學國家/地區」發生：(i)罷工或工業行動、(ii)騷亂、(iii)「傳染病」、(iv)「自然災害」；
- 由於在外遊警示制度下，「香港」政府向在「升學國家/地區」發出黑色外遊警示或紅色外遊警示。

「本公司」對e)項的最高賠償額為

- 如懸掛黑色外遊警示，相關損失之100%並以「保障項目表」所載的最高賠償額為限，或
- 如懸掛紅色外遊警示，相關損失之50%並以「保障項目表」所載的最高賠償額之50%為限。

「閣下」只可對由同一原因引起的任何損失向黑色外遊警示或紅色外遊警示的保障提出索償。

如在投保時或於安排「升學旅程」時，「升學國家/地區」已懸掛或宣佈懸掛黑色外遊警示或紅色外遊警示，則不會獲得賠償。

### 3.3 學業中斷

「本公司」將會保障以下事項：

- 如「升學旅程」開始後，因「閣下」或「閣下」之「直系家屬」的死亡、遭受「嚴重身體受傷或嚴重疾病」而導致「閣下」無可避免地中斷「升學旅程」，「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「升學旅程」之「學費」或重新修讀缺席的課程的費用作出賠償，及
- 如「升學旅程」開始後，因「閣下」或「閣下」之「直系家屬」的死亡、遭受「嚴重身體受傷或嚴重疾病」而導致「閣下」無可避免地放棄「升學旅程」並於原定返港日期前永久返回「香港」或暫時返回「香港」不多於90天，其後「閣下」並繼續在「升學國家/地區」完成「升學旅程」，「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」或額外的交通及/或住宿費用作出賠償，惟最高賠償金額為港幣20,000元。

### 3.4 學校停課津貼

如因「自然災害」或按當地警察或官方要求而強制關閉(例如但不限於謀殺、「傳染病」、火災和爆炸)而導致「海外教育機構」連續三天以上突發停課，與此同時，「海外教育機構」於實體關閉後並沒有提供任何可用的教育形式，「本公司」將支付為每整天港幣500元的學校停課津貼賠償。

為免生疑問，如「海外教育機構」於實體關閉後但仍提供線上課程或教育，「本公司」則不會支付此保障。

### 適用於第3節之特別條款

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

「閣下」只可對由同一原因引起的任何損失向第3.2節、第3.3節、第4節或第5節提出索償。

## 第4節 - 行程延誤

### 4.1 行程延誤

如「閣下」受到以下原因導致行程延誤，「本公司」將支付 i) 每6小時之延誤時期賠償港幣300元，最高賠償額為港幣3,000元，或 ii) 合理及必須（並於「香港」以外地方產生）的額外交通及/或住宿費用，最高賠償額為港幣5,000元：

- a) 因(i)「公共交通工具」發生機械及/或電力故障；(ii)罷工或工業行動；(iii)騷亂；(iv)騎劫；(v)惡劣天氣；(vi)「自然災害」或(vii)機場關閉，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6小時。

「本公司」支付額外住宿費用之最高賠償額為每日港幣1,000元。為免疑問，「我們」支付額外交通費用之最高賠償為「閣下」在受保「升學旅程」中原定交通等級之相同水平。

### 適用於第4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。

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。

「閣下」只可對由同一原因引起的任何損失向第3.2節、第3.3節、第4節或第5節提出索償。

## 第5節 - 取消及縮短行程

### 5.1 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的交通及/或住宿費，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「旅遊伙伴」的死亡、遭受「嚴重身體受傷或嚴重疾病」；
- 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」的「海外居所」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」或「海外居所」善後；
- d) 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；(iv)惡劣天氣；(v)自然災害直接導致「公共交通暫停服務」。

### 5.2 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」，並於原定回程日期前返回「香港」或「升學國家/地區」，「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「旅遊-伙伴」的死亡、遭受「嚴重身體受傷或嚴重疾病」；
- 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」的「海外居所」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」或「海外居所」善後；
- d) 罷工或工業行動；
- e) 騷亂；
- f) 惡劣天氣；
- g) 自然災害直接導致「公共交通暫停服務」。

「閣下」只可對由同一原因引起的任何損失向第3.2節、第3.3節、第4節或第5節提出索償。

## 第 6 節 - 個人財物

### 6.1 遺失行李及個人財物

如屬於「閣下」隨身行李或財物於「升學旅程」期間意外遺失或損毀（文件及貨辦除外），「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) 所有運動器材的總賠償額為港幣5,000元。
- c) 所有「貴重物品」的總賠償額為港幣 5,000 元。
- d) 所有相機或攝錄機 (包括其配件/輔助器材) 及影音器材的總賠償額為港幣5,000元。
- e) 所有筆記型手提電腦的總賠償額為港幣10,000元。
- f) 任何手提電話或平板電腦（包括在發生損失時附屬於其之任何配件）為港幣2,000元。「本公司」只支付每一「保險期」每名「受保人」一部上述裝備之賠償。

### 6.2 行李延誤

如「閣下」寄艙託運之行李在到達「香港」以外或「升學國家/地區」以外(如行程在「升學國家/地區」開始)目的地或過境期間短暫遺失，而未能在 5 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。

### 6.3 遺失旅遊證件

「本公司」將賠償「閣下」於「升學旅程」期間因意外而遺失的香港身份證或「閣下」用於旅行的護照(包括任何護照內的簽證)之補領費用。

如「閣下」於「升學旅程」期間，在「升學國家/地區」以外地方遺失或被盜去護照，「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。「本公司」支付額外住宿費用之最高賠償額為每日港幣1,000元。為免疑問，「我們」支付額外交通費用之最高賠償為「閣下」在受保旅程中原定交通等級之相同水平。

### 6.4 個人金錢

「本公司」將賠償由「閣下」擁有及攜帶並於「升學旅程」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，最高賠償額以「保障項目表」之最高上限為準。

## 第 7 節 - 個人責任

「本公司」將賠償「閣下」於「升學旅程」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「升學旅程」，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庭判決須由「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。

### 適用於第 7 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 8 節 - 海外居所內的家居財物

「本公司」將賠償「閣下」於「海外居所」在「升學旅程」期間直接因火災、水災、地震、海嘯、地陷／山泥傾瀉、任何飛機或車輛造成的損壞而招致的「家居物品」損失或損毀。

「本公司」支付的最高賠償額為每件、每套或每組物品港幣3,000元。

「本公司」將根據「保障項目表」內本節的最高賠償金額作出賠償。

## 第9節 - 臨時居所

如「閣下」在「升學國家/地區」的「海外居所」因火災或「自然災害」以致不能居住，「我們」將會向「閣下」支付必要及合理的臨時居所費用，直至「閣下」的「海外居所」適合居住為止。

「我們」所支付的賠償不會超過最高賠償額為每天港幣500元及每保險期為港幣10,000元。

## 第10節 - 恐怖活動附加保障（只適用於第1節及第2節）

在戰爭及恐怖活動不承保條款的限制下，根據此項附加保障「我們」仍保障「受保學生」在「升學旅程」期間因「恐怖活動」而導致的死亡或「身體受傷」（包括第2節中所提供的必需醫療費用保障及緊急支援服務）。

鑒於「本公司」提供以上附加保障，現雙方（指「本公司」及「受保學生」）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) 「受保學生」因「本保單」及其他由「本公司」向同一「受保學生」簽發的保單（「其他保單」）所承保的「恐怖活動」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「恐怖活動」而需「本公司」為「受保學生」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「受保學生」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，「受保學生」將不能於此項附加保障獲得賠償。「受保學生」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。

## 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以下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「升學旅程」時已知悉的任何可能引致索償的情況或身體狀況。
2. 「閣下」或「閣下的家長」
  - 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、攀山或攀岩（需要使用繩索或巖釘）、冰山攀爬、洞穴探險、速度或耐力競賽、馬拉松或任何以腳踏單車為主要交通工具的受保「旅程」、跳傘或高空跳傘或與飛機有關的任何運動、滑翔傘、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、駕駛水上電單車、水上小型噴射艇、快艇、沙丘駕駛、駕駛雪地電單車、跳台滑雪、冰上曲棍球、使用有舵雪橇或俯式冰橇、使用槍械、或其他危險活動或消遣。
3. 「閣下」或「閣下的家長」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、睡眠失調或精神病（指明提供則除外）
5. 「閣下」或「閣下的家長」因服用藥物（「註冊醫生」處方藥物除外，但不包括專為戒毒而處方的藥物）影響所致之事故。
6. 「閣下」或「閣下的家長」受酒精影響所致之事故（除非索償人可提供令「本公司」滿意的證據證明並非因醉酒而導致「身體損傷」則除外）。
7. 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。
8. 「閣下」或「閣下的家長」以付費乘客身份乘搭持牌航空公司的國內或國際航班或乘搭領取適當牌照的包機以外的航空「旅程」。
9. 「閣下」或「閣下的家長」為以下之身份：
  - a) 涉及任何形式的體力勞動工作或職業的職員或工人，不論是否在室內或室外、屬技術性或半技術性或非技術性、需要或不需要操作或維修機械之工作(手提式的家居及辦公室工具及器具除外)；
  - b) 健身教練、瑜伽教練、救生員、導遊或領隊；
  - c) 演員、音樂家、歌手、娛樂事業表演者、武術指導、特技人或電影攝影師；雜技表演員、馬戲班訓練員或表演者；
  - d) 空勤人員、直升機或單引擎輕型飛機駕駛員、空中攝影或空中工作人員；
  - e) 航海駕駛員、船員或船舶工人；
  - f) 漁民、農民；水果採摘工人；
  - g) 賭場或其他賭博場所職員；夜總會、卡拉OK俱樂部、酒吧、桑拿或按摩中心職員；調酒師；
  - h) 警務人員、消防處人員、香港懲教署或香港海關人員、或其他紀律服務人員；
  - i) 任何國家或國際授權的海軍、陸軍或空軍服務或行動、或武裝部隊服務；
  - j) 持槍護衛員、專業金錢/珠寶護衛員或解款車人員；
  - k) 需要在戶外工作的珠寶推銷員、保鏢；偵探；
  - l) 商業車輛（包括但不限於卡車、貨車、專用車輛、計程車、公共巴士、摩托車、電車、小巴等）司機、跟車或體力勞工；送貨員、快遞員或電單車派遞員；中國/澳門至「香港」跨境司機；
  - m) 職業運動員或教練；賽車手；

- n) 吊機操作員；拆卸承辦商或工人；所有土木工程及/或建造工程的工頭、手工人或機械操作員；地盤工人；棚架興建或維修工人；燒焊工人；吊船工人；鋼筋彎曲和安裝工人；
  - o) 窗戶清潔工人、高空維修工人、霓虹燈招牌安裝或修理工人、或任何需要在離地面或樓面十呎或以上高度的工作；室內裝修工人；裝修工人；
  - p) 船塢或造船廠手工人或機械操作員；從事造船、船舶修理及拆船的工人；裝卸工人；
  - q) 潛水員；騎師；馬匹訓練員；需到外地採訪之記者或攝影師；戰地記者；
  - r) 汽車修理或電機維修工人；安裝或維修升降機或電梯工人；鐵路或電車或纜車工人；
  - s) 回收工人；安裝或維修氣體、水電或電器設備工人；
  - t) 伐木或鋸木廠工人；礦工；石油鑽塔或天然氣鑽塔工人；於地下或水底工作人員；沉箱工人；鐵匠；木匠；化學或石油工人；
  - u) 煙囪或塔或尖頂或橋或水壩的建造技工及工人；處理排水道或污水道工人；隧道工人；打井、鑽井工人；
  - v) 曝身於塵埃或有毒化合物之工人；
  - w) 製造、儲存、注滿、細分、處理及運送以下物品的工人：
    - i) 煙花、軍火、燃料、彈藥、火藥、硝化甘油及/或爆炸品
    - ii) 受壓容器內的可燃氣體及/或氣體
    - iii) 丁烷、甲烷、丙烷、或其他液化氣體
    - iv) 賽璐珞、硝酸纖維素
    - v) 石化產品或有毒、有害、爆炸性及/或高度易燃的化學品。
10. 打架（自衛除外）、挑釁他人攻擊導致受傷、拒捕。
11. 「閣下」或「投保人」或任何人士依照「閣下」或「投保人」指示作出的故意、惡意、刑事或非法的行為。
12. 任何種類或形式的間接損失或損毀。
13. 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。
14. 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6歲以下或50歲以上之任何索償。
15. 「閣下」或「投保人」或「閣下」或「投保人」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。
16. 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。
17. 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：-

18. 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a)或b)條有關之行動。
19. 輻射污染、化學、生物、生化或電磁武器不承保條款
- 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、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。
20. 政治風險不承保條款
- a) 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；
  - b) 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所蒙受實際「本保單」承保之損害，則「本公司」仍需向「閣下」承擔責任。
  - c) 任何公營權力機關下令銷毀財產。
21. 財產網絡及數據不承保條款
1. 儘管本保單或任何批單中有任何相反的條款，本保單並不承保任何：
    - 1.1. 「網絡損失」；
    - 1.2. 「數據」因喪失使用、功能降低、維修、更換、恢復或複製「數據」而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或支出，包括與該「數據」價值相關的任何金額；
 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。
  2. 如本條款的任何部分被視為無效或無法執行，則其餘部分仍具有完全的效力及有效。
  3. 本條款如與本保單或任何批單的任何其他與「網絡損失」或「數據」有關的詞彙有相抵觸，則本條款將取代該詞彙。



## 釋義

4. 「網絡損失」是指因任何「網絡行為」或「網絡事故」（包括但不限於採取任何行動以控制、防止、阻止或補救任何「網絡行為」或「網絡事件」）而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或支出。
5. 「網絡行為」是指未經授權的、惡意的或犯罪的行為或一系列相關的未經授權的、惡意的或犯罪的行為，不論時間和地點，或其威脅或哄騙涉及存取、處理、使用或操作任何「電腦系統」。
6. 「網絡事故」是指：
  - 6.1. 涉及存取、處理、使用或操作任何「電腦系統」之任何錯誤或遺漏或一系列相關的錯誤或遺漏；或
  - 6.2. 任何部分或完全無法使用或不能、或一系列相關的部分或完全無法使用或不能存取、處理、使用或操作任何「電腦系統」。
7. 「電腦系統」是指：

由受保人或任何其他方擁有或經營的：

  - 7.1. 任何電腦、硬件、軟件、通訊系統、電子裝置（包括但不限於智能手機、手提電腦、平板電腦、可穿戴式裝置）、伺服器、雲端或微控制器，包括任何類似上述的系統或任何配置，並包括其任何相關的輸入、輸出、數據存儲設備、網絡設備或備份設備。
8. 「數據」是指經由「電腦系統」使用、存取、處理、傳輸或儲存的形式記錄或傳輸的資料、事實、概念、程式碼或任何其他任何種類的資料。

## 22. 日期辨識除外條款

- 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；
- 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：
- (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：

- (a) 第1節 - 人身意外
- (b) 第2節 - 醫療費用
- (c) 第7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、美國所作出的貿易或經濟制裁或法規及/或任何其他適用之國家經濟或貿易制裁或法規，「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。

## 適用於特定章節之不受保事項

### (A160) 2019 冠狀病毒病 (COVID-19) / 大流行病不承保條款（只適用於第1節人身意外及第3.1節 - 教育基金）

儘管有任何相反的條款，本保單並不承保任何因以下事項而直接或間接導致或造成或與其相關或以任何方式涉及而引起之任何損失、損壞、責任、費用、罰款、刑罰或任何其他金額，包括任何恐懼或威脅，不論是實在的或感覺到的：

- (a) 冠狀病毒 (COVID-19)，包括其任何突變或變異；或
- (b) 世界衛生組織或任何政府機構宣布的大流行病或流行病。

### (P226) 傳染病不承保條款（只適用於第6節 - 個人財物）

1. 儘管有任何相反的條款，本保單並不承保因「傳染病」或對「傳染病」的恐慌或威脅（不論是實在的或感覺到的）而直接或間接導致或歸因於或引起或促成或與其相關之任何性質的損失、損毀、責任、索償、費用或開支，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。
2. 本不承保條款所述之「傳染病」是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病，當中：
  - 2.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，無論是否被視為活體，及
  - 2.2. 該傳播方法（不論是直接或間接傳播），包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
  - 2.3. 該疾病、物質或媒介可造成或威脅人類健康、人類福祉受損，或可造成或威脅財物的損毀、逐漸老化、喪失其價值、喪失其銷售性或喪失其用途。

本保單中所有其他條款、規章及不保事項則維持不變。

### (P227) 與傳染病相關之清潔費用不承保條款（只適用於第6節 - 個人財物）

儘管本有任何相反的條款，本保單並不承保任何因採取行動控制、阻止或壓制傳染病或以任何方式針對傳染病有關之行動而對任何財物直接或間接導致或引起或與其相關的清潔、淨化、消毒、修理、更換、收回或檢查的任何費用。

### (L132) 傳染病不承保條款（只適用於第7節 - 個人責任）

1. 儘管本保單中有任何相反的條款，本保單並不承保因「傳染病」或對「傳染病」引起的恐慌或威脅（不論是實在的或感覺到的）而直接或間接源於或導致或促成或歸因於或引起或與其相關之所有實際或聲稱的損失、責任、損毀、賠償、受傷、生病、疾病、死亡、醫療費用、訴訟費用、費用、開支或任何其他費用，不論此等損失乃同時或以任何其他次序由任何事故所引致亦然。

2. 就不承保條款所述之損失、責任、損毀、賠償、受傷、生病、疾病、死亡、醫療費用、訴訟費用、費用、開支或任何其他費用，包括但不限於任何清理、解毒、移除、監控或檢測「傳染病」之費用。
3. 本不承保條款所述之「傳染病」是指可以透過任何物質或媒介從任何生物體傳播到另一生物體的任何疾病，當中：
  - 3.1. 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變異，不論是否被視為活體，及
  - 3.2. 該傳播方法（不論是直接或間接傳播），包括但不限於空氣傳播、體液傳輸、透過任何表面或物體、固體、液體或氣體或生物體之間傳播，及
  - 3.3. 該疾病、物質或媒介可造成或威脅身體傷害、疾病、情緒困擾，以及對人類健康、人類福祉造成損害或財產損失。

#### 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：

1. 「閣下」或「閣下的父母」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。
2. 「閣下」或「閣下的父母」因投保時或安排「升學旅程」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「升學旅程」時早已存在的情況：
  - a) 在「本保單」生效前或安排「升學旅程」前已尋求、獲得或可預見的治療、服藥、建議或診斷；或
  - b) 「閣下」或「閣下的父母」（如「受保學生」未滿18歲）任何一方在「本保單」生效日期前或安排「升學旅程」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。
3. 因性病、懷孕、分娩、流產、急性高山症或故意犯險的索償。
4. 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。
5. 非由「合法註冊醫生」建議或進行的治療的索償。
6. 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；一般或例行身體檢查。
7. 根據「合法註冊醫生」的意見，在合理情況下該手術或治療可延期至「受保學生」返回「香港」後進行。
8. 與整容手術、視力或屈光矯正的器材、隱形眼鏡、眼鏡或助聽器、義肢相關之任何費用。
9. 因購買或使用特殊支架、植入物、輔助設備或裝置而產生之任何費用，包括但不限於輪椅和拐杖。
10. 牙科治療的費用，除非天然健全牙齒因「身體受傷」引致之緊急治療則除外。
11. 假牙、植牙、牙冠及牙橋等。
12. 入住「醫院」單人、私家或半私家病房之額外費用或聘用特別或私家看護之費用。

#### 適用於第 3、4 及 5 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：

1. 投保前或安排「升學旅程」或任何消閒旅遊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。
2. 「閣下」或「投保人」未能
  - a) 於客運公司指定啟程時間報到（已列明於第 3、4 及 5 節之原因除外）；
  - b) 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；
  - c) 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。
3. 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。

「本公司」不承保：

5. 如「閣下」或「投保人」未能獲得或提供 i) 「合法註冊醫生」的書面醫療報告、ii) 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書面確認已取消預訂事項之任何索償。

#### 適用於第 6 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」或「投保人」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. 存放於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」、相機或攝錄機（包括其配件/輔助器材）、影音器材、手提電話、平板電腦、手提電腦或款項。
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、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. 遺失或損毀任何航空設備及其配件和備件，包括航空攝影器材。
8. 遺失或損毀隱形眼鏡、假牙、義肢、債券、流通票據或股票、食物或飲品、藥物或煙草。
9. 使用運動器材時造成之損壞。
10. 任何易碎或易破爛物品之損毀。
11. 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。

12. 任何原因未明的損失，或因錯漏引致的損失或貶值。
13. 「閣下」或「投保人」因未補領或延誤補領已遺失的個人證件的罰款或刑罰。
14. 每名「受保學生」在每一個索償中的首港幣200元的賠償（第5.2節索償除外）。
15. 與儲值裝置或電子貨幣或其他任何支付工具相關之任何損失，包括但不限於信用卡、八達通卡、任何增值卡、其他預繳電子票/憑證及電子錢包。
16. 由「受保學生」攜帶但不屬於其個人之金錢的損失。
17. 遺留或於無人照管下放置在「公共交通工具」或其他任何種類的車輛內或公共場所的金錢之損失。
18. 於案發時不是由「閣下」攜帶之金錢損失。

#### 適用於第 7 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」或「投保人」的家庭成員或僱員、或為「閣下」、「投保人」或其家庭成員服務的任何人士之死亡或身體受傷；
  - b) 遺失或損毀「閣下」、「投保人」或其的家庭成員或僱員、或為「閣下」、「投保人」或其家庭成員服務的任何人士所擁有、持控託管或保管的財物之遺失或損毀；
  - c) 「閣下」的職業、貿易、商業或專業活動；
  - d) 「閣下」擁有或佔用或使用的任何土地或樓宇或「海外居所」，旅行中的暫時性居所除外；
  - e) 「閣下」擁有、持有或使用的動物、槍械、任何類型的機動車輛、船隻或飛機、升降機或電梯；
  - f) 「閣下」擁有、持有或使用的任何航空設備及其配件和備件，包括航空攝影器材。
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。

#### 適用於第 8 節之不受保事項

「本公司」不承保以下項目：

1. 如「閣下」已擁有其他保單保障相同的損失或損毀，「本公司」不會承保任何此等損失或損毀。
2. 如「閣下」在事發後24小時內並未報警，「本公司」不會賠償任何有關的損失或損毀。

#### 適用於第 9 節之不受保事項

「本公司」不承保以下項目：

1. 任何種類或形式的間接損失或損毀。
2. 該等財物或處所因被政府官方合法或非法佔用造成之任何損失。
3. 已有任何對損失或損毀負責的其他來源或個人或組織已經或將會償還或支付該等損失或損毀之賠償。

## 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

「投保人」保證所有「受保學生」及「受保學生的父母」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」或「投保人」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」或「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「閣下」或「投保人」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」。

如「受保學生」年齡為 18 歲以下，所有索賠必須由「投保人」報告或提交。

### 5. 索償責任

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

「閣下」或「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，包括警方報告、收據或醫療診斷報告，一切所需費用由「閣下」或「投保人」或其代表支付。「閣下」或「投保人」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。

如因「身體受傷」或「疾病」提出索償，「本公司」有權要求進行醫療檢查；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. 支付賠償

- a) 如「受保學生」年齡為 18 歲以下，所有賠償款項將支付給「投保人」或「受保學生的父母」。「投保人」或「受保學生的父母」一經接受賠償，將構成有效及完全的賠償責任解除。
- b) 除非指定受益人，否則根據第 1 節就「受保學生」死亡而應賠償的任何款項將支付給「受保學生」的遺產。而「本保單」的所有其他賠償將支付給「受保學生」或如「受保學生」年齡為 18 歲以下將支付給代表「受保學生」的「受保學生的父母」或「法定監護人」。
- c) 根據第 3 節就「受保學生的父母」死亡而應賠償的任何款項將支付給「受保學生」或如「受保學生」年齡為 18 歲以下將支付給代表「受保學生」的「受保學生的父母」或「法定監護人」。

## 7. 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」或「投保人」的名義追討於事件中的有關人士。

## 8. 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。

## 9. 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。

## 10. 其他保險（不適用於第1節 - 人身意外及第3.1節 - 教育基金）

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。

## 11. 取消保單

「投保人」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，「投保人」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，並會扣除最低保費港幣500元。。

<u>已承保「保險期」</u>	<u>保費退款</u>
在	
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「投保人」7日通知取消保單，而有關通知則會寄往「投保人」最後為「本公司」知悉的地址。「投保人」將獲發還按比例計算之保費退款。

## 12. 仲裁

倘若「本公司」拒絕向「閣下」或「投保人」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》（香港法例第609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」或「投保人」必須首先取得仲裁裁決，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」或「投保人」會被視作完全放棄「閣下」或「投保人」的索償權，並不得在日後根據「本保單」重新提出索償。

## 13. 《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 : Overseas Study Emergency Assistance Services Terms and Conditions

Overseas Study Emergency 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 Overseas Study 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 Overseas Study Policy of the Company.

### Country of Residence :

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

### The Member :

Shall mean the Insured Person or Insured Student duly covered by the Overseas Study 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 Overseas Study Policy.

### 2.2 TERRITORIAL LIMITS

Except for benefit mentioned under Section 3.11, 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\$250,000 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 5(five) 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 Overseas Study 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 Overseas Study Policy. For details, please refer to the Policy itself.

## SECTION 7 - JURISDICTION

The terms and conditions of Overseas Study Emergency 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.

# 海外升學緊急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。

海外升學緊急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」海外升學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」海外升學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，在海外升學保險計劃的投保書特別聲明者除外。

**「會員」**  
指「本公司」海外升學保險計劃所承保的「受保人」或「受保學生」。

**「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」海外升學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。

在評估其時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250,000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五(5)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」海外升學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
- 安排伴遊嫻姆照料兒童
- 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」海外升學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

海外升學緊急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。