

## Sun Flower Insurance Brokers Limited

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Thank you for considering Sun Flower to be one of your selected intermediaries.
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

# **Starr International Insurance (Asia) Limited**

#### ENDORSEMENT - OUTBOUND TRAVEL ALERT EXTENSION 批註-「外遊警示」伸延保障

It is hereby noted and agreed that the following coverage with respect to Outbound Travel Alert (OTA) is extended under the Policy as below:

#### Coverage

Trip Cancellation We shall indemnify the Insured Person for the loss of travel fare and/or accommodation expenses paid in advance for which he/she is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Trip necessitated by the unanticipated issuance of an OTA for the destination where the Insured Person has arranged to travel subject to the following benefit table.

**Trip Curtailment** We shall indemnify the Insured Person for (i) any additional travel fare and/or accommodation expenses; and (ii) any loss of travel fare and/or accommodation expenses forfeited by the Insured Person which are not recoverable from any other source and consequent upon his/her return to Hong Kong necessitated by the unanticipated issuance of an OTA for the planned destination after the commencement of a Trip subject to the following benefit table.

#### Benefit Table

BCHCHT TABLE			
Outbound Travel Alert	Amber Alert	Red Alert	Black Alert
Maximum Benefit	25% of incurred amount or 25% of Sum Insured,	50% of incurred amount or 50% of Sum	100% of incurred amount or 100% of Sum
Maximum Benefit	whichever is lesser	Insured, whichever is lesser	Insured, whichever is lesser

#### **Provisions**

#### For Single Trip Plan:-

- (a) The Policy shall be issued at least one day before the date the OTA is issued.
- (b) In the event an OTA for the destination is already issued during or before the issuance of policy, this extension shall not be applicable.
- (c) In the event an OTA for the destination has been in force while the policy is issued, this extension shall only be applicable if the OTA is raised.
- (d) The travel and accommodation arrangement shall only be cancelled within seven (7) days prior to the departure date while an OTA is still in force (applicable to Trip Cancellation).

#### For Annual Travel Plan:-

- (a) The travel fare and/or accommodation expenses of a planned Trip shall be settled at least one day before the date the OTA is issued.
- (b) In the event an OTA for the destination is already issued during or before the settlement of travel fare and/or accommodation expenses of a planned Trip, this extension shall not be applicable.
- (c) In the event an OTA for the destination has been in force while the travel fare and/or accommodation expenses of a planned Trip are settled, this extension shall only be applicable if the OTA is raised.
- (d) The travel and accommodation arrangement shall only be cancelled within seven (7) days prior to the departure date while an OTA is still in force (applicable to Trip Cancellation).

## **Definition**

"Outbound Travel Alert (OTA)" means the colour-coded travel alerts of amber, red or black issued by the Security Bureau of the HKSAR Government under the Outbound Travel Alert System.

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

現特此聲明及同意以下有關「外遊警示」的保障將會附加於本保單內:

## 保障

**提早結束旅程** 若受保人於旅程中,目的地突然被發出「外遊警示」而需要提前回港,我們會根據以下保障列表賠償受保人:(i)額外的交通及/或住宿費用;及(ii)無法由其他途徑取回已支付但未享用的交通及/或住宿費用。

## 保障列表

外遊警示	黃色警示	紅色警示	黑色警示
	百份之二十五的索償金額或百份之二十五的保	百份之五十的索償金額或百份之五十的保額,以較	百份百的索償金額或百份百的保額,以較低者為
最高賠償額	額,以較低者為準	低者為準	準

## 條款

## 單次旅遊計劃:

- (a) 保單需至少在「外遊警示」發出前一天簽發。
- (b) 如旅遊目的地之「外遊警示」在保單簽發期間或之前已經發出,此伸延保障將不適用。
- (c) 如旅遊目的地之「外遊警示」在保單簽發期間已經生效,此伸延保障只限於提升「外遊警示」級別時才適用。
- (d) 只可在出發前七天內及「外遊警示」還在生效期間才能取消交通及住宿的安排(適用於取消旅程)。

## 全年旅遊計劃:

- (a) 預定旅程之交通及/或住宿費用需至少在「外遊警示」發出前一天支付。
- (b) 如旅遊目的地之「外遊警示」在支付預定旅程之交通及/或住宿費用前已經發出,此伸延保障將不適用。
- (c) 如旅遊目的地之「外遊警示」在支付預定旅程之交通及/或住宿費用前已經生效,此伸延保障只限於提升「外遊警示」級別時才適用。
- (d) 只可在出發前七天內及「外遊警示」還在生效期間才能取消交通及住宿的安排(適用於取消旅程)。

## 完美

「外遊警示」是指由香港特別行政區保安局設立的外遊警示制度,利用黃、紅或黑色的顏色標記而發出的旅遊警示。

除以上所述,其他事項請參照保單條款、不保事項及條件。(如本文之譯本於意義上有任何爭議,一概以英文為準)



# STARR INDIVIDUAL PROGRAM

# 個人保障計劃

# TRAVELEAD TRAVEL INSURANCE

「卓悅遊」旅遊保險

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

當我們收妥保費後,即依據保單內的條款和條件承保受保人。

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#### PART I - DESCRIPTION OF COVERAGE

## SECTION 1 - ACCIDENTAL DEATH AND DISABLEMENT

#### 1a. Accident while in a Common Carrier

If during the period of insurance the Insured Person sustains an Injury while travelling as a fare paying passenger in any Common Carrier in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

#### 1b. Other Accidents

If during the period of insurance the Insured Person sustains an Injury in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

#### **EXPOSURE**

If during the period of insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the elements in the course of a Trip and as a direct and unavoidable result of such exposure sustain death or disablement within twelve (12) months from the date of Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured stated in the following Compensation Table 1.

#### DISAPPEARANCE

If during the period of insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of a Trip, it will be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured of Event 1 stated in the following Compensation Table 1, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

#### **EXTENSION**

This Policy extends to cover any Injury sustained by an Insured Person during the following periods:

- (i) Travelling directly from the Insured's Person's place of residence to the immigration counter in Hong Kong within three (3) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (ii) Travelling directly from the immigration counter to the Insured Person's place of residence in Hong Kong within three (3) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel upon completion of a Trip.

#### **COMPENSATION TABLE 1**

Benefit Event		Compens	Compensation		
		(Percentage of S	um Insured)		
1.	Death	100%			
2.	Permanent Total Disablement	100%			
3.	Loss of or the Permanent Loss of Use of one or more Limbs	100%			
4.	Permanent Loss of Sight of both eyes	100%	D		
5.	Permanent Loss of Sight of one eye	100%			
6.	Permanent Loss of Speech and Loss of Hearing	100%	D		
7.	Permanent and incurable insanity	100%			
8.	Permanent Loss of Hearing in:				
	(a) both ears	75%			
	(b) one ear	15%			
9.	Permanent Loss of Speech	50%			
10.	Permanent Loss of the lens of one eye	50%			
		Right Hand	Left Hand		
11.	Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%		
12.	Loss of or the Permanent Loss of Use of four Fingers	40%	30%		
13.	Loss of or the Permanent Loss of Use of one Thumb				
	(a) both joints	30%	20%		
	(b) one joint	15%	10%		
14.	Loss of or the Permanent Loss of Use of Fingers				
	(a) three joints	10%	7.5%		
	(b) two joints	7.5%	5%		
	(c) one joint	5%	2%		
15.	Loss of or the Permanent Loss of Use of Toes				
	(a) all – one foot	15%			
	(b) great toe - both joints	5%			
	(c) great toe – one joint	3%			
16.	Fractured Leg or Patella with Established Non-Union	10%			
17.	Shortening of leg by at least 5 cm	7.5%	•		

18. Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.

## PROVISIONS FOR SECTION 1

(a) Benefits shall not be payable for more than one Event stated in Compensation Table 1 in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.

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- (b) In the event the accumulation of total paid-up benefits in respect of one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation
- (d) When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- (e) If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.
- (f) If the Insured Person is under eighteen (18) years of age or over seventy (70) years of age at the time of Accident, the maximum Sum Insured of Accidental Death and Disablement stated in the Schedule shall be restricted to fifty percent (50%) or up to a maximum of HK\$500,000, whichever is lesser.

#### **SECTION 2 - BURNS BENEFIT**

If during the period of insurance an Insured Person sustains an Injury in the course of a Trip and is diagnosed by a Physician or Doctor to have suffered any of the Burn Events listed under the following Compensation Table 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured a benefit in accordance with the Percentage of Sum Insured for the Burn Event stated in Compensation Table 2.

COMPENSATION TAB	BLE 2
Burn Event	Compensation
Second Degree or Third Degree Burns	(Percentage of Sum Insured)
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

#### **PROVISIONS FOR SECTION 2**

Benefits shall not be payable for more than one of the above Burn Events in respect of the same Accident. Should more than one of the above Burn Events occur from the same Accident, We shall only be liable for the Burn Event with the greater Percentage of Sum Insured.

#### SECTION 3 - MEDICAL EXPENSES

If during the period of insurance the Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of medical treatment outside Hong Kong, We shall reimburse the Insured Person in respect of the reasonable and customary costs paid to a Physician or Doctor, Hospital and/or land ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and land ambulance hire.

## FOLLOW-UP MEDICAL TREATMENT EXTENSION

This Policy extends to cover any follow-up medical expenses incurred, subject to the maximum Sum Insured as stated in the Schedule, within ninety (90) consecutive days after the Insured Person's return to Hong Kong or within ninety (90) consecutive days after the expiry of this Policy whichever ends earlier, provided that the first treatment must be sought outside Hong Kong. Included within this extension, We shall also reimburse the Insured Person in respect of any medical expenses paid to a: (1) Chinese Medicine Practitioner; (2) Chinese Bonesetter or Acupuncturist; or (3) physiotherapist of physiotherapy referred or prescribed by a Physician or Doctor, arising from the above same Injury or Sickness subject to the maximum amount stated in the Schedule.

## OVERSEAS HOSPITAL CASH

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of a Confinement in an overseas Hospital, We shall indemnify the Insured Person a daily benefit for each day of Confinement subject to the maximum Sum Insured stated in the Schedule.

## **PROVISIONS FOR SECTION 3**

- (a) In no event shall all the reimbursed medical expenses under this section (including follow-up medical treatment and Overseas Hospital Cash) exceed the maximum Sum Insured of Medical Expenses stated in the Schedule for any Injury or Sickness. If the Insured Person is entitled to a refund of all or part of such expenses (except Overseas Hospital Cash) from any other source, We shall only be liable for the excess of the amount recoverable from such other source.
- (b) If the Insured Person is over seventy (70) years of age at the time of Accident or Sickness, the maximum Sum Insured of Medical Expenses stated in the Schedule shall be reduced by fifty percent (50%).
- (c) Any overseas medical expenses incurred after three hundred and sixty-five (365) days from the first overseas medical diagnosis or treatment for any Injury or Sickness are not covered.

## SECTION 4 - STARR GLOBAL EMERGENCY ASSISTANCE SERVICES

We have appointed an emergency assistance provider (hereinafter called "Starr Global Emergency Assistance") to provide and arrange emergency assistance services 24 hours a day throughout the year whilst the Insured Person is travelling on a Trip.

We shall not be liable to the Insured Person and/or the Policyholder (whether in contract, tort (including negligence) breach of statutory duty or otherwise) arising out of or in connection with the acts or omissions of Starr Global Emergency Assistance arising out of or in connection with the subject matter of this Policy.

## (a) ROUND-THE-CLOCK HOTLINE SERVICE

The Insured Person may contact Our dedicated 24-hour hotline number at (+852) 2802 8638 to obtain immediate access to available services and/or advice in relation to the below services:



#### Travel Assistance

- · Inoculation information
- · Consulate and embassy information
- Visa information
- Weather information
- Loss of passport information
- · Currency exchange information
- Flight information
- Emergency travel service arrangements

#### **Business Concierae**

- · Pre-trip information on travel destination
- Flower and gift delivery
- · Golf course information
- Limousine and/or ground transportation information and arrangements

#### **Medical Assistance**

- Medical referral service
- Dispatch of essential medication/medical equipment not locally available

# (b) EMERGENCY MEDICAL EVACUATION AND REPATRIATION

If during the period of insurance an Insured Person sustains Serious Injury or suffer from Serious Sickness which directly causes or results in the necessity of emergency medical evacuation in the course of a Trip, Starr Global Emergency Assistance shall arrange and pay for a medically supervised emergency evacuation of the Insured Person to the nearest available Hospital that is appropriately equipped for the particular Serious Injury or Serious Sickness. In the event that the Insured Person's condition stabilizes, Starr Global Emergency Assistance shall arrange and pay for a medically supervised repatriation to Hong Kong for continuous care and proper treatment. Starr Global Emergency Assistance retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation shall be carried out having regard to all the assessed facts and circumstances to which Starr Global Emergency Assistance is aware at the relevant time.

#### (c) HOSPITAL ADMISSION GUARANTEE

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization in the course of a Trip, Starr Global Emergency Assistance shall arrange a hospital admission deposit subject to a maximum of HK\$40,000.

## (d) COMPASSIONATE VISIT

## (i) Hospitalization of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization for at least seven (7) consecutive days in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the cost of a round trip economy class air ticket and/or other reasonable transportation means for one of the Insured Person's relatives or friends to visit the Insured Person. We shall also reimburse the Insured Person's visitor's associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to a maximum of HK\$1,000 per night up to seven (7) consecutive nights.

## (ii) Death of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or other reasonable transportation means for one Immediate Family Member for handling the necessary funeral arrangement procedures. We shall also reimburse the Immediate Family Member for his/her associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to a maximum of HK\$1,000 per night up to five (5) consecutive nights.

# (iii) Death of Immediate Family Member

If during the period of insurance an Immediate Family Member passes away while the Insured Person is in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or any reasonable transportation means for the Insured Person to return to Hong Kong for taking care of the necessary arrangements.

In no event shall the reimbursed expenses under this section (d) exceed the relevant Sums Insured of Compassionate Visit as stated in the Schedule.

## (e) RETURN OF CHILD(REN)

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which results in the necessity of hospitalization overseas, leaving his/her Child(ren) unattended, Starr Global Emergency Assistance will arrange and pay for a single trip economy class air ticket(s) and/or other reasonable transportation means for sending the Child(ren) back to Hong Kong with an appropriate escort, if necessary.

## (f) REPATRIATION OF MORTAL REMAINS

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the repatriation of the remains or ashes of the Insured Person to Hong Kong.

## **PROVISIONS FOR SECTION 4**

(a) Any service rendered without the authorization and/or intervention of Starr Global Emergency Assistance is not covered, and any service rendered by another party apart from Starr Global Emergency Assistance is not covered, except that these provisions shall be waived in the event that the Insured Person cannot notify or contact Starr Global Emergency Assist due to medical incapacity of the Insured Person or inaccessibility to any mean of communication. In any event, We reserve the right to reimburse the Insured Person only for those expenses incurred for service which Starr Global Emergency Assistance would otherwise have provided under the same circumstances.

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- (b) Any authorization of payment and/or payment made by Us or on Our behalf by Starr Global Emergency Assistance, We reserve the right to recover against the Insured Person the full sum which has been paid or for which we are liable, less Our liability under the terms of this Policy.
- (c) Starr Global Emergency Assistance may not guarantee any service under this section to be rendered in the areas with political conditions which makes service impossible or reasonably impracticable.

#### SECTION 5 - PERSONAL BAGGAGE

If during the period of insurance an Insured Person sustains accidental loss of or damage to his/her personal baggage being carried in the course of a Trip, We shall indemnify the Insured Person for such loss or damage subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 5**

- (a) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- (b) Loss of or damage to any software, antiques, jewellery, money, electronic money, cash coupon, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, denture, prosthesis, brittle or fragile items, food and beverage are not covered.
- (c) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time are not covered.
- (d) An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage, any unexplained loss or damage to any personal baggage; any personal baggage left unattended in any vehicle unless it is locked inside a trunk, or in any public place is not covered.
- (e) An Insured Person must report to the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurs, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator or the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- (f) We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (g) The indemnity for each article or set/pair of any articles (including all accessories) shall be limited to the maximum Sum Insured per article stated in the Schedule.
- (h) The indemnity for laptop computer including their accessories shall be limited to the maximum Sum Insured for such item stated in the Schedule.
- (i) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- (j) We shall make payment subject to allowance for reasonable wear, tear and depreciation.
- (k) Any loss claimed under Section 6 Baggage Delay arising from the same cause is excluded.

## **SECTION 6 - BAGGAGE DELAY**

If during the period of insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the Common Carrier Operator in the course of a Trip for more than six (6) hours from the actual arrival time, We shall indemnify the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential replacement items of clothing and toiletries subject to the maximum Sum Insured stated in the Schedule.

## PROVISIONS FOR SECTION 6

- (a) This benefit is not applicable when an Insured Person is on his/her way back to Hong Kong.
- (b) The delay must be certified by the Common Carrier Operator.
- (c) Unexplained delay, delay due to confiscation or detention by customs or any other authority, or delay of any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the Common Carrier carrying the Insured Person at the same time are not covered.
- (d) Receipts must be produced by an Insured Person showing details of the expenditures when a claim arises.
- (e) Any loss claimed under Section 5 Personal Baggage arising from the same cause is excluded.

## SECTION 7 - PERSONAL MONEY

If during the period of insurance an Insured Person sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of theft, robbery or burglary in the course of a Trip, We shall indemnify the Insured Person for such loss subject to the maximum Sum Insured stated in the Schedule.

## **PROVISIONS FOR SECTION 7**

- (a) An Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.
- (c) This section is not applicable to the Insured Person aged ten (10) or below.

## **SECTION 8 - DOCUMENT LOSS**

If during the period of insurance an Insured Person sustains loss of his/her Hong Kong Identity Card, passport, entry visa or other travel documents that are necessary for immigration clearance on account of theft, robbery or burglary in the course of a Trip, We shall reimburse the Insured Person for: (i) the replacement cost of the lost document; and (ii) additional reasonable travel and hotel accommodation expenses necessarily incurred for the arrangement of replacing the lost document, subject to the maximum Sum Insured stated in the Schedule.

## **PROVISIONS FOR SECTION 8**

- (a) The Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Travel expenses are limited to economy class if by air or train.
- c) The travel and hotel accommodation expenses are subject to a maximum amount per day as stated in the Schedule.

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- (d) Loss of any travel document or visa which is not needed to complete the particular Trip of the occurrence is excluded.
- (e) Unexplained loss, mysterious disappearance or loss due to confiscation or detention by customs or any other authority are excluded.

#### **SECTION 9 - TRAVEL DELAY OR RE-ROUTE**

#### **Travel Delay**

In the event that either the actual departure or arrival time of the Common Carrier in which an Insured Person has arranged to travel in the course of a Trip is delayed for more than six (6) hours from the scheduled departure or arrival time respectively specified in the original itinerary due to a sudden outbreak of strike or industrial action, riot, civil commotion, hijack, adverse weather, natural disaster or mechanical fault of the Common Carrier, We shall pay a cash benefit per each six (6) hours of delay up to the maximum Sum Insured stated in the Schedule.

#### Re-Route

If as a result of the said delay, the Common Carrier is cancelled or delayed for over twelve (12) hours from the time specified in the original itinerary, We shall indemnify an Insured Person in respect of any: (i) additional and reasonable travel fare of Common Carrier necessarily incurred for re-routing his/her itinerary to reach the original destination; or (ii) reasonable additional or forfeited accommodation expenses incurred outside Hong Kong, subject to the maximum Sum Insured stated in the Schedule.

#### PROVISIONS FOR SECTION 9

- (a) Travel fare of Common Carrier is limited to economy class for Re-Route.
- (b) The Insured Person may make a claim pursuant to either Travel Delay or Re-route in respect of any loss arising from the same cause.
  - We shall not be liable for any loss arising from the delay due to the circumstance that is existent and/or announced before:
    - (1) the time of application for a single-trip policy; or
    - (2) in respect of an annual travel policy: (i) the application date; or (ii) the date stated on the receipt issued by the travel agent or Common Carrier Operator for the confirmation of payment of travel ticket or tour; whichever is later.

## **SECTION 10 - TRIP CANCELLATION**

We shall indemnify the Insured Person for the loss of travel fare and/or accommodation expenses paid in advance for which he/she is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Trip necessitated by any of the followings occurring within thirty (30) days (except c and d below) before the commencement of a Trip subject to the maximum Sum Insured stated in the Schedule:

- a) Unanticipated death, Serious Injury, Serious Sickness, witness summons, compulsory quarantine or jury service of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Immediate Family Member or travel companion or co-partner;
- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions or Infectious Disease at the planned destination arising within one (1) week before the departure date; or
- (d) Serious damage to the Insured Person's residence in Hong Kong from fire or flood within one (1) week from the departure date which requires the Insured Person's presence in the premises on the departure date.

## **PROVISIONS FOR SECTION 10**

- (a) We shall not be liable for any loss arising from the cancellation of a Trip due to circumstance that is existent and/or announced before:
  - (1) the time of application for a single-trip policy; or
  - (2) in respect of an annual travel policy: (i) the application date; or (ii) the date stated on the receipt issued by the travel agent or Common Carrier Operator for the confirmation of payment of travel ticket or tour, whichever is later; or
- (b) Any redeemed tickets or accommodation is excluded.

## SECTION 11 - TRIP CURTAILMENT

We shall indemnify the Insured Person for (i) any additional travel fare and/or accommodation expenses; and (ii) any loss of travel fare and/or accommodation expenses forfeited by the Insured Person which are not recoverable from any other source and consequent upon his/her return to Hong Kong necessitated by any of the following after the commencement of a Trip subject to the maximum Sum Insured stated in the Schedule:

- (a) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Immediate Family Member, travel companion or co-partner; or
- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions or Infectious Disease at the planned destination which will prevent the Insured Person from continuing with his/her Trip.

# **PROVISIONS FOR SECTION 11**

- (a) We shall not be liable for any loss arising from the curtailment of a Trip due to circumstance that is existent and/or announced before:
  - (1) the time of application for a single-trip policy; or
  - (2) in respect of an annual travel policy: (i) the application date; or (ii) the date stated on the receipt issued by the travel agent or Common Carrier Operator for the confirmation of payment of travel ticket or tour, whichever is later; or
- (b) Any redeemed tickets or accommodation is excluded.

## **SECTION 12 - PERSONAL LIABILITY**

We shall indemnify the Insured Person for any legal liability incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum Sum Insured stated in the Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without Our written approval:

- (a) Accidental death or Injury to any person; or
- (b) Accidental loss of or damage to the property of any person.

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#### **PROVISIONS FOR SECTION 12**

We shall not be liable for the following:

- a) Damage to the property of or to any person who is an Immediate Family Member or the employer of the Insured Person;
- (b) Damage to property which belongs to the Insured Person or is in his/her care, custody or control;
- (c) Damage relating to any liability assumed by the Insured Person under contract;
- (d) Damage relating to the willful, malicious, or unlawful act on the part of the Insured Person;
- (e) The ownership, possession or use of vehicles, bicycle, aircraft, watercraft, firearms or animals;
- (f) The undertaking of any trade, business or profession;
- (g) Any criminal proceedings; or
- (h) Any liability which has been admitted or settled by the Insured Person.

#### SECTION 13 - RENTAL VEHICLE EXCESS

If during the period of insurance the Insured Person hires a vehicle which is stolen, damaged or involved in a collision whilst driving or under the control of the Insured Person in the course of a Trip, We shall reimburse the Insured Person for the rental vehicle excess subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 13**

- (a) The Insured Person must take comprehensive motor vehicle insurance provided by the rental organization against any loss or damage to the rental vehicle during the rental period.
- (b) The Insured Person must not violate any terms of the rental agreement or comprehensive motor vehicle insurance policy.
- (c) The Insured Person must be liable for the loss or damage of the rental vehicle in the incident.
- (d) The Insured Person must hold a valid driving license for the country in which the theft, damage or collision has occurred.
- (e) Any illegal or unlawful use of the rental vehicle by the Insured Person is excluded.
- (f) Any incident incurred while the rental vehicle is under the control of the Insured Person who is under the effects of alcohol or drugs are excluded.
- (g) This benefit shall be payable once per Trip.

#### SECTION 14 - LOSS OF CREDIT CARD

If during the period of insurance the Insured Person sustains loss of credit card as a direct result of theft, robbery or burglary in the course of a Trip, We shall reimburse the Insured Person for any monetary loss due to the unauthorized use of such credit card subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 14**

- (a) The Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) The Insured Person must report the theft, robbery or burglary to the local branch or agent of the authority that issued the credit card.

## PART II - DEFINITIONS

- "Accident" means an unforeseen and involuntary event which caused Injury.
- "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

## "Activities of Daily Living" means:

- a) Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility the ability to move indoors from room to room on level surfaces;
- (e) Toileting the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding the ability to feed oneself once food has been prepared and made available.
- "Anniversary Date" means each anniversary of the Policy's effective date stated in the Schedule.
- "Child(ren)" means child(ren) aged below the age of eighteen (18).
- "Chinese Medicine Practitioner, Chinese Bonesetter or Acupuncturist" means any Chinese Medicine Practitioner, Chinese bonesetter or acupuncturist who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549. Laws of Hong Kong), but excluding the Insured Person, an Immediate Family Member or someone living in the same household as the Insured Person.
- "Civil War" means an internecine war, or a war carried on between or among opposing citizen of the same country or nations.
- "Common Carrier" means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.
- "Common Carrier Operator" means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.
- "Confined" or "Confinement" means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Physician or Doctor and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital. Successive periods of Confinement due to the same or related causes shall be considered as one Accident or Sickness unless separated by at least ninety (90) consecutive days during which the Insured Person is not Confined to a Hospital as a result of such Accident or Sickness.
- "Fractured Leg or Patella with Established Non-Union" means a complete break into two pieces of the patella or leg bone where:
- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed by a Physician or Doctor to last for the remainder of the Insured Person's life.
- "Hospital" means an establishment which meets all the following requirements:
- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and



- (d) has a staff of one or more Physician or Doctor(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.
- "Immediate Family Member" means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.
- "Infectious Diseases" mean any kinds of infectious diseases which are publicly announced and require quarantine by the government.
- "Injury" means bodily injury which is solely caused by an Accident and independently of any other cause.
- "Insured Person" means the person(s) insured in the Schedule or subsequently endorsed hereon.
- "Loss of Thumb(s) / Finger(s) / Toe(s)" means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.
- "Loss of Hearing" means total and irrecoverable loss of hearing
- "Loss of Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- "Loss of Sight" means the entire and irrecoverable loss of sight.
- "Loss of Speech" means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds, or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- "Loss of Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)" means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe.
- "Malignant Neoplasm" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- "Opportunistic Infection" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- "Percentage of Sum Insured" means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation Table 2 of Part I herein.
- "Permanent" means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement as certified by a Physician or Doctor.
- "Permanent Total Disablement" means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to continue for a period of twelve (12) consecutive months and certified by a Physician or Doctor to be total, continuous and permanent for the remainder of his/her life.
- "Physician or Doctor" means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and surgical service, but excluding the Insured Person, an Immediate Family Member or someone living in the same household as the Insured Person.
- "Policy" means this Policy and any other documents stated in Entire Contract of Part VII herein.
- "Policyholder" means a person or company(ies) who is an applicant of the Policy and is named in the Schedule as Policyholder.
- "Pre-existing Condition" means the condition for which the Insured Person received or was recommended by a Physician or Doctor for any treatment, diagnosis, consultation or prescribed drugs, or the signs or symptoms of which the insured person was aware or should reasonably have been aware within twelve (12) consecutive months immediately prior to the Policy's effective date.
- "Schedule" means the Schedule attached to and incorporated in this Policy.
- "Second Degree Burn" means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation.
- "Serious Injury or Serious Sickness" means injury or sickness which requires treatment by a Physician or Doctor and which results in the Insured Person being certified by that Physician or Doctor as having a life threatening condition and being unfit to travel or continue with his/her Trip. When Serious Injury or Serious Sickness is applied to the Immediate Family Member, travel companion or co-partner, it means injury or sickness which requires treatments by a Physician or Doctor and which results in the Immediate Family Member, travel companion or co-partner being certified by that Physician or Doctor as having a life threatening condition which leads to the discontinuation or cancellation of the Insured Person's Trip.
- "Sickness" means an illness or disease first contracted and commenced by the Insured Person during the Trip that requires treatment by a Physician or Doctor.
- "Sum Insured" means the amount of sum insured stated in the Schedule.
- "Terrorist" or "Member of a Terrorist Organization" means any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.
- "Terrorist Act" means an act including but not limited to the use or threatened use of force or violence against person or property, or the commission of an act that is dangerous to human life or property, or the commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.
- "Third Degree Burn" means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation.
- "Trip" means a journey taken by the Insured Person outside Hong Kong subject to a maximum of: (a) one hundred and eighty (180) days for single-trip; or (b) ninety (90) days for annual travel. The journey shall be deemed to commence when the Insured Person arrives at the immigration counter in Hong Kong for the purpose of starting the journey; and cease when he/she returns to the immigration counter in Hong Kong upon completion of such journey, or upon policy expiry, whichever is earlier.
- "War" means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- "We, Us, Our" means Starr International Insurance (Asia) Limited.

## PART III - GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss, Injury, damage or liability suffered and/or sustained by or arising directly or indirectly as a result of or in connection with:

- 1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
- 2. Nuclear risks of any nature; radioactive, nuclear pollution or contamination;
- 3. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
- 4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person;



- 5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
- 6. Riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
- 7. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Physician or Doctor;
- 8. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
- 9. Any medical treatment received in the course of a Trip which was made for the purpose of receiving medical treatment (need not be the sole purpose); or the Trip was undertaken while the Insured Person was unfit to travel or against the advice of a Physician or Doctor;
- 10. Any Pre-existing Condition, cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
- 11. Health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;
- 12. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident;
- 13. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth; or any injury or sickness associated with pregnancy, miscarriage or childbirth:
- 14. AIDS or any Injury or Sickness commencing in the presence of a sero positive test for HIV and related diseases and/or sexually transmitted disease;
- 15. An Insured Person engaging in naval, military or air force service or operations; armed force service;
- 16. Piloting or serving as a crewmember or riding in any aircraft except as a passenger; or
- 17. Any loss or expenses if reimbursed or paid by Us would result in Us or Our affiliates being in breach of trade or economic sanctions of the U.S. or United Nation or other such similar laws or regulations.

#### PART IV - TERMINATION OF COVERAGE

#### For Single-Trip Policy

- . This Policy shall terminate automatically in the event of the occurrence of one or more of the following:
  - (a) non-payment of any premium;
  - (b) upon payment of the benefits under the circumstances mentioned under Clause (c) of Provisions for Section 1 of Part I herein;
  - (c) fraud, material misrepresentation or non-disclosure on the part of the Policyholder, the Insured Person or its insurance broker;
  - (d) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.
- 2. This Policy is non-renewable and non-cancellable.
- 3. Except as prescribed by the laws of Hong Kong or as provided for in this Policy, no premium shall be returned once the coverage has effected.

## For Annual Travel Policy

- 1. We may terminate this Policy at any time during the period of insurance by giving thirty (30) days' prior notice in writing to the last known address of the Policyholder or its insurance broker. In the event of such termination, We shall return promptly the pro-rata premium to the Policyholder. However, no notice of termination is required from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:
  - (a) non-payment of any premium;
  - (b) on the Anniversary Date when the Insured Person no longer fulfills the eligibility stated under "Eligibility of Insured Person" of Part VII herein;
  - (c) upon payment of the benefits under the circumstances mentioned under Clause (c) of Provisions for Section 1 of Part I herein;
  - (d) fraud, material misrepresentation or non-disclosure on the part of the Policyholder, the Insured Person or its insurance broker; or
  - (e) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.
- 2. The Policyholder may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. Upon termination by the Policyholder, premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium. No refund of premium shall be made if there is any claim made under this Policy.

Covered Period 6 Months (Minimum) Over 6 Months Retentive Percentage of Annual Premium

70%

100%

## PART V - PREMIUM PROVISIONS

## For Single-Trip Policy:

## PREMIUM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

## PAYMENT OF PREMIUM

The premium is due on the Policy's effective date. If any premium is not paid when due, the Policy will be canceled as of the premium due date.

## For Annual Travel Policy:

## PAYMENT OF PREMIUM

The first premium is due on the Policy's effective date. After that, premiums will be due annually on the Anniversary Date unless We agree with the Policyholder on some other method of premium payment. If any premium is not paid when due, the Policy will be cancelled as of the premium due date, except as provided in the Policy Grace Period section as described below.

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#### POLICY GRACE PERIOD

A Policy grace period of thirty-one (31) days shall be granted following the Anniversary Date of Policy for the payment of the required premiums. The Policy shall remain in force during the grace period. If the required premiums are not paid, insurance shall end upon the expiration of the grace period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force.

## PART VI - CLAIM PROVISIONS

#### **OBLIGATION**

The following clauses in this section of the Policy relating to Claims Provisions shall be deemed condition precedents to the liability of Us to make any payment under this Policy.

#### TIME OF NOTICE OF CLAIM

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However in the event of accidental death notice must be given to Us within fifteen (15) days.

#### FORMS FOR PROOF OF LOSS

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

#### SUFFICIENCY OF NOTICE

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

#### CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

#### TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim for such loss within ninety (90) days after the termination of the period for which We are liable under this Policy. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one (1) year after the date of such loss.

#### LIMITATIONS CONTROLLED BY STATUTE

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

#### PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Physician or Doctor examine the Insured Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

## FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefit in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

## RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

## SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

## **LEGAL ACTIONS**

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

## PART VII - GENERAL CONDITIONS

## **ENTIRE CONTRACT**

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

## **ELIGIBILITY OF INSURED PERSON**

- (a) The insurance under this Policy shall apply to: (i) for Single-Trip Policy: Insured Persons of all ages; (ii) for Annual Travel Policy: Insured Persons aged seventy (70) years or below, renewable up to the age of seventy-five (75). However, the individual applicant must be eighteen (18) years old or above.
- (b) Family plan under this Policy shall apply to the legal couple and their legitimate Child(ren).

## GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world in the course of a Trip unless endorsed or amended by Us.

## FOREIGN SANCTIONS

Subject to the terms and conditions of the Policy, this Policy applies anywhere in the world unless specifically limited by Us through endorsement, or where coverage would be prohibited under any law or regulation that is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter because it breaches any embargo or sanction, or because the Insured Person or any beneficiary under this Policy is designated a "Specially Designated National" (SDN) by the US Office of Foreign Assets Control (OFAC). In circumstances, where it is lawful for Us to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach any embargo or sanction, including but not limited to OFAC and/or the US Department of Commerce, then We will take reasonable measures to obtain the necessary authorization to make such payment. This Policy does not apply to the extent that any trade or economic sanctions laws, regulations or designations or other laws or regulations prohibit Us from offering or



providing insurance. To the extent that any such prohibitions apply, the coverage will not be made effective, no benefit will be provided, We shall have no liability whatsoever and this Policy shall be void ab initio.

#### **RIGHTS OF THIRD PARTIES**

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

#### TO WHOM INDEMNITIES PAYABLE

Any indemnity related to accidental death shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

#### POLICY VALIDATION

This Policy is applicable to leisure and business travel. With regard to business travel, this Policy shall only apply to a Trip undertaken for the purpose of carrying out professional, managerial, clerical and/or administrative tasks.

#### ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the Starr International Insurance (Asia) Limited, Suite 1901, 19/F, Central Plaza 18 Harbour Road, Wanchai, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

#### TRIP EXTENSION (For Single-Trip Policy)

In the event the Trip is being unavoidably delayed which is outside the control of the Insured Person, the insurance cover shall be automatically extended until the Insured Person's return to Hong Kong subject to a maximum of seven (7) days at no additional premium.

#### **REINSTATEMENT OF POLICY (For Annual Travel Policy)**

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. Benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy had lapsed and the exclusion in respect of any Pre-existing Condition pursuant to Clause 10 of Part III herein shall re-apply as if the Policy commenced on such reinstatement date.

## **RENEWAL CLAUSE (For Annual Travel Policy)**

This Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to adjust the premium rates, benefits, terms and conditions of this Policy and/or not to invite renewal at Our absolute discretion.

#### EXAMINATION OF RECORDS AND AUDIT

We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within two (2) years after the termination of the Policy as they relate to the premiums or subject matter of this Policy.

#### OTHER INSURANCE

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, provided that the benefit of Accidental Death and Disablement, Burns Benefit, Overseas Hospital Cash and Travel Delay shall not be limited by the foregoing limitation.

## **DUPLICATE INSURANCE**

If an Insured Person is covered under more than one travel insurance policies which are underwritten by Us for the same Trip, We shall only be liable for the travel policy with the highest plan level.

# GOVERNING LAW

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

## CLERICAL ERROR

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

## **DATA PRIVACY**

The Insured Person hereby agrees that if his/her consent has been provided to Us, any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside Hong Kong) for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. The Insured Person further acknowledges that if his/her consent has been provided to Us, We may conduct direct marketing of Our products or services via fax, e-mail, direct mail, telemarketing and/or other forms of communication and that his/her personal data may be used or transferred to a third party by Us for such direct marketing purposes. If the Insured Person does not wish to receive, subsequent to giving Us consent, any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Our Data Privacy Officer at Room 1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

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第一部分 - 保障内容

## 第1項 - 意外死亡及永久傷殘

## 1a. 乘搭公共交通工具之意外

於保單生效期內,若受保人在旅程中以付款乘客身份乘搭公共交通工具期間遭受損害,並於意外發生後十二個月內引致以下賠償表 1 所列的身故或殘廢,我們會按照該項損害事項之保額百分率賠償予受保人或其遺產承繼人。

## <u>1b. 其他意外</u>

於保單生效期內,若受保人在旅程中遭受損害,並於意外發生後十二個月內引致以下賠償表 1 所列的身故或殘廢,我們會按照該項損害事項之保額百分率賠償予受保人或其遺產承繼 人。

#### 暴霞

於保單生效期內,若受保人在旅程中發生意外,在無法避免的情況下暴露於自然環境中,並於意外發生後十二個月內直接因此無法避免的暴露而引致身故或殘廢,我們會根據以下賠償表 1 所列的損害事項之保額百分率賠償予受保人或其遺產承繼人。.

#### 失蹤

於保單生效期內,若受保人在旅程中乘搭的飛機,陸上或海上交通工具發生意外,導致失蹤、墮毀或沉沒,而受保人之遺體於該次意外事件發生後十二個月內仍無法尋回,我們將視受保人已於該次意外事故罹難,並根據以下賠償表 1 損害事項第 1 項之保額百分率賠償予受保人之遺產承繼人,但遺產管理員必須簽署保證書,同意假如受保人仍然生存,會退回賠償款項給我們。

## 額外保障

此保單會提供額外保障予受保人在以下時段遭受的損害:

- i) 當受保人開展旅程時,於預定乘搭的公共交通工具啟航前之三小時內,由香港住所直接前往香港入境事務處櫃檯的期間;及
- ii) 當旅程完結時,受保人所乘搭之公共交通工具到達後之三小時內,由香港入境事務處櫃檯直接返回香港住所的期間。

	賠償表 1			
損害事項			賠償	
			(保額百分率)	
1.	死亡		100%	
2.	永久完全傷殘		100%	
3.	喪失或永久喪失單肢或多肢功能		100%	
4.	永久喪失雙眼視力		100%	
5.	永久喪失一眼視力		100%	
6.	永久喪失言語能力及失聰		100%	
7.	永久性精神錯亂		100%	
8.	永久失聰:			
	(a) 雙耳		75%	
	(b) 單耳		15%	
9.	永久喪失言語能力		50%	
10.	永久喪失一眼晶體		50%	
		右手		左手
11.	喪失或永久喪失四隻手指及拇指功能	70%		50%
12.	喪失或永久喪失四隻手指功能	40%		30%
13.	喪失或永久喪失一隻拇指功能			
	(a) 兩個拇指關節	30%		20%
	(b) 一個拇指關節	15%		10%
14.	喪失或永久喪失手指功能			
	(a) 三個手指關節	10%		7.5%
	(b) 兩個手指關節	7.5%		5%
	(c) 一個手指關節	5%		2%
15.	喪失或永久喪失腳趾功能			
	(a) 一隻腳所有腳趾		15%	
	(b) 大腳趾 - 兩個關節		5%	
	(c) 大腳趾 - 一個關節		3%	
16.	折斷腿部或膝蓋而無法縫合		10%	
17.	腳部縮短最少5厘米		7.5%	
18.	如永久傷殘不屬於以上第8至17項,我們有絕對的決定權利,評估你的傷殘程度並相應上述的保額百分率而計	算出一個賠償金額。		

## 第1項之條款

- (a) 我們不會就同一意外事件賠償超過一項別於賠償表 1 内的損害事項,倘若於同一次的意外中發生多於一項在的損害事項,我們只會賠償最高保額百分率的一項。
- (b) 若已就同一受保人賠償列於賠償表 1 内一項或多項的損害事項,而所累積的賠償額仍未超出百分百的保額,我們日後只會負責賠償保額剩餘的部分直至百分百的保額為止。
- (c) 倘若我們已賠償列於賠償表 1 内第 1 至 7 其中一項, 受保人的保障便會即時終止。
- (d) 倘受保人蒙受損害前其肢體局部已喪失功能,而在損害後變成全部殘廢,我們會決定保額百分率作為賠償該損害所引致的殘廢部分,而之前已喪失功能的部分則不會獲得賠償。 假若受保人於蒙受損害前已喪失肢體或已完全喪失功能,我們便不會作出任何賠償。
- (e) 若受保人慣用左手並特別申報於投保書內,則賠償表 1 第 11 至 14 項有關右手及左手之各項損害事項之保額百分率將會互相對調。
- (f) 倘若受保人在意外發生時之年齡為十八歲以下或七十歲以上,列於保障表内之意外死亡及永久傷殘的最高保額將會減半或港幣 500,000 元,以較低者為準。

## 第2項-燒傷保障

於保單生效期內,若受保人在旅程中遭受損害,並由醫師或醫生診斷蒙受以下賠償表2其中列出的燒傷事項,我們會按照該項燒傷事項之保額百分率作出賠償。

	师 [4 7 <sup>2</sup>
燒傷事項	賠償 (保額百分率)
二級或三級程度燒傷	
達身體面積 45%或以上	100%
達身體面積 27%或以上	60%



達身體面積 18%或以上 達身體面積 9%或以上 達身體面積 4.5%或以上 50% 30% 20%

#### 第2項之條款

我們不會就同一意外事件賠償超過一項之燒傷事項,倘若於同一次的意外中發生多於一項在的燒傷事項,我們只會賠償最高保額百分率的一項。

#### 第3項-緊疫費用

於保單生效期內,若受保人在旅程中遭受損害或感染疾病,而在香港境外接受必須的治療,我們會賠償受保人支付醫師或醫生、醫院及/或救護車服務以提供醫藥、手術、X光檢查、 醫院或護理治療包括醫療必需品及租用救護車服務之合理及實際費用。

#### 覆診費用

本保單額外保障受保人於回港後連續九十天內或保單到期日後連續九十天內之覆診費用,以較早結束者為準,但必須已在香港境外接受首次之治療,以保障表所列之最高保額為上限。 此覆診費用包括因以上相同損害或疾病而支付: (1)中醫; (ii)跌打或針灸師; 或(iii)由醫師或醫生轉介之物理治療師的醫療費用,以保障表所列之最高賠償額為上限。

#### 海外住院現金津貼

於保單生效期內,若受保人在旅程中遭受損害或感染疾病而必須於當地入院,我們將按留院之日數賠償每日住院現金予受保人,以不超過保障表所列之最高保額為上限。

#### 第3項之條款

- (a) 在任何情況下,所有意外或疾病之醫療賠償總額不可超過保障表內醫療費用(包括覆診費用及海外住院現金津貼)所列之最高保額。如受保人可從其他途徑取回部份或全部的費用(海外住院現金津貼除外),我們只會賠償受保人無法取回或剩餘之費用。
- (b) 倘若受保人在意外發生或感染疾病時之年齡為七十歲以上,列於保障表內之醫療費用的最高保額將會減半。
- (c) 由第一次診斷或治療損害或疾病起計,超過三百六十五天的海外醫療費用不受保障。

## 第4項-Starr 全球緊急支援服務

我們已委任一所緊急支援機構(以下稱為「Starr 全球緊急支援」),為受保人在旅程中提供24小時之緊急援助服務。Starr 全球緊急支援於提供服務期間所產生的行為或疏忽,我們不會就此對受保人及/或保單持有人(無論是在合約,侵權(包括疏忽),違反法定責任或其他)負有法律責任。

## (a) 24 小時熱線服務

受保人可聯絡我們的 24 小時專用熱線電話(+852)2802 8638,以便即時獲得以下服務及/或資訊:

#### 旅遊協助

- 接種資訊
- 領事館及大使館資訊
- 簽證資訊
- 天氣資訊
- 遺失護照的資訊
- 外幣兌換資訊
- 航班資訊
- 緊急旅遊服務安排

## 商務禮賓

- 啟程前有關旅遊目的地的資訊
- 鮮花和禮品的送遞服務
- 高爾夫球場資訊
- 轎車及/或地面交通資訊及安排

## 醫療援助

- 醫療轉介服務
- 運送當地缺乏之必需藥物或醫療設備

## (b) 緊急醫療運送

於保單生效期內,若受保人在旅程中遭受嚴重損害或國染嚴重疾病而需要緊急醫療運送,Starr全球緊急支援會就受保人的狀況運送致鄰近擁有適當設備的醫院。如受保人病情穩定,Starr全球緊急支援會安排受保人回港繼續進行適當的治療。Starr全球緊急支援保留絕對的權力,因應實際的情況去決定運送的地點及方式。

# (c) 入院保證金

於保單生效期內,若受保人在旅程中遭受損害或感染疾病而需於當地人院留醫,Starr全球緊急支援將提供人院按金,以港幣 40,000 元為上限。

# (d) 緊急啟程

# (i) 受保人於海外住院

於保單生效期內,若受保人在旅程中遭受損害或感染疾病而需於當地人院留醫連續至少七天,**Starr**全球緊急支援會安排一名受保人的親屬或朋友前往探望,並支付一張來回經濟客位機票及/或其他合理的交通費用,以及最多連續七晚的酒店住宿費用,以每晚港幣 1,000 元為上限,但不包括飲品,膳食及其他酒店費用。

## (ii) 受保人於海外死亡

於保單生效期內,若受保人在旅程中遭受損害或感染疾病而死亡,**Starr**全球緊急支援會安排一名受保人的直系親屬前往當地處理身後事宜,並支付一張來回經濟客位機票及/或其他合理的交通費用,以及最多連續五晚的酒店住宿費用,以每晚港幣 1,000 元為上限,但不包括飲品,膳食及其他酒店費用。

## (iii) 直系親屬死亡

於保單生效期內,若受保人在旅程期間,其直系親屬身故,Starr全球緊急支援會安排受保人回港處理身後事宜,並支付一張來回經濟客位機票及/或其他合理的交通費用。

在任何情況下,賠償金額不可超過保障表内(d)部份「緊急啟程」所列的最高保額。



#### (e) 子女護送

於保單生效期內,若受保人在旅程中遭受損害或感染疾病而需於當地人院留醫,以致其同行之兒童乏人照顧,Starr 全球緊急支援會安排該名兒童回港,並支付一張回程的經濟客位機 票及/或其他合理的交通費用,如有需要,亦可派員護送。

#### (f) 遺體運返

於保單牛效期內,若受保人在旅程中遭受損害或感染疾病而死亡,Starr全球緊急支援會安排運送潰體或骨灰回港並支付有關費用。

#### 第4項之條款

- (a) 任何未經 Starr 全球緊急支援授權及/或介入的服務均不受保障,及任何 Starr 全球緊急支援以外的機構所提供之服務均不受保障,除非受保人因身體極度不適或因任何通訊方 法無法接收而未能通知或聯絡 Starr 全球緊急支援,則可免除此等條款。在任何情況下,我們保留權利衹賠償予受保人有關 Starr 全球緊急支援於相同情况下會提供予受保人之 服務的實際費用。
- (b) 任何由我們或 Starr 全球緊急支援代表我們授權支付及/或已繳付的款項,我們保留權利要求受保人退還已經支付或者我們應付的款項,但可以扣除我們在本保單下應承擔的付款責任。
- (c) Starr 全球緊急支援不能保證在政局動盪的地區也能提供此部份的服務。

#### 第5項 - 個人行李

於保單生效期內,若受保人在旅程中其個人行李意外地遺失或損毀,我們會作出賠償,以不超過保障表所列之最高保額為上限。

## 第5項之條款

- (a) 因發霉、蟲蛀、磨損、大氣或氣候狀況、逐漸退化、機械或電子故障、任何清潔、修復、修理或改裝過程、海關或任何其他機構沒收或扣留,而引致之遺失或損毀均不受保障。
- (b) 任何軟件、古董、珠寶首飾、貨幣、電子貨幣、現金券、證券、票或文件、汽車(包括配件)、電單車、船隻、發動機、其他交通工具、滑雪板、隱形眼鏡、假牙,義肢,易碎物品、食物及飲料之潰失或損毀均不受保障。
- (c) 租賃設備、於旅程前預先寄運或沒有托運於受保人乘坐航班之行李的遺失或損毀均不受保障。
- (d) 受保人應採取一切合理和必要的預防措施確保個人行李的安全,任何無法解釋的行李遺失或損毀或沒有看管或遺漏於公眾場所或車輛的行李(鎖於行李箱的除外)均不受保障。
- (e) 倘若受保人的個人行李被人盗取、丟失或蓄意破壞,必須在事發後二十四小時內向當地警方或公共運輸機構報告(若事件於過境途中發生)。並於索償時,提交有關之報告證明。
- (f) 我們有絕對的決定權去保全或處理損毀之行李。
- (g) 每件或每套/對物品(包括所有配件)的賠償限額以保障表所列為上限。
- (h) 手提電腦(包括配件)的賠償限額以保障表所列為上限。
- (i) 若受保人只遺失或損毀一套或一對物品的一部分,我們會按比例作出合理的賠償。
- (j) 我們的賠償會扣除合理的耗損及折舊。
- (k) 就同一事件在「第6項-行李延誤」提出的索償是不受保障。

## 第6項-行李延誤

於保單生效期內,若受保人在旅程中其寄艙之行李被公共運輸機構誤送,以致較受保人到達的時間延遲超過六小時才送達,我們會賠償受保人購買必需的替換衣物及梳洗用品之合理費用,以不超過保障表所列之最高保額為上限。

## 第6項之條款

- (a) 此保障於受保人回港的旅程不適用。
- (b) 必須由公共運輸機構提供延誤的佐證。
- (c) 無法解釋、被海關或任何機構沒收或扣留所引致、於旅程前預先寄運或沒有托運於受保人乘坐航班之行李的延誤均不受保障。
- (d) 受保人索償時必須提交詳列購買物品的收據。
- (e) 就同一事件在「第5項 個人行李」提出的索償是不受保障。

## 第7項 - 個人錢財

於保單生效期內,若受保人在旅程中被偷竊、搶劫或爆竊,我們會賠償受保人因此而引致的現金、已簽署的旅行支票或匯票上的損失,以不超過保障表所列之最高保額為上限。

## 第7項之條款

- (a) 受保人必須在偷竊、搶劫或爆竊的事件發生後二十四小時內於當地報警。
- (b) 無法解釋的遺失,被海關或任何機構沒收或扣留、貨幣貶值,或於兌換過程中的錯誤所造成的損失均不受保障。
- (c) 此保障不適用於十歲或以下的受保人。

## 第8項 - 證件遺失

於保單生效期內,若受保人在旅程中被偷竊、搶劫或爆竊,而遺失香港身份證、護照、簽證或是次旅程出入境所需之其他證件,我們會賠償受保人:(i)補領遺失證件之費用;及(ii)因補領遺失證件而衍生額外合理的交通及住宿費用,以不超過保障表所列之最高保額為上限。

## 第8項之條款

- (a) 受保人必須在偷竊、搶劫或爆竊的事件發生後二十四小時內於當地報警。
- (b) 若乘搭飛機或火車,交通費用僅限於經濟客位。
- (c) 交通及住宿費用以保障表所列的每日金額為上限。
- (d) 遺失與是次旅程無關之證件或簽證均不受保障。
- (e) 無法解釋的遺失,神秘失踪,被海關或任何機構沒收或扣留所引致的遺失均不受保障。



#### 第9項 - 旅程延誤或更改行程

#### 旅程延誤

若受保人於旅程中,因突發的罷工或工業行動、暴動、民亂、騎劫、惡劣天氣、自然災害或機械故障,導致所乘搭之公共交通工具的實際離開或到達時間較原定時間延遲超過六小時, 每六小時的延誤,我們便會作出現金賠償,以不超過保障表所列之最高保額為上限。

#### 更改行程

若因上述的延誤,公共交通工具被取消或較原定時間延遲超過十二小時,我們會賠償受保人: (i)因要更改行程前往原定目的地而額外衍生的合理的公共交通工具的交通費用;或 (ii) 在香港境外產生的合理額外或被沒收的住宿費用,以不超過保隨寿所列之最高保額為上限。

#### 第9項之條款

- (a) 更改行程的公共交通工具的交通費用僅限於經濟客位;
- (b) 受保人就同一事件只能在「旅程延誤」或「更改行程」選擇其一提出索償;
- (c) 我們不會承擔任何在以下時段已經存在及/或已經發布的狀況而導致旅程延誤所造成的損失:
  - (1) 若是單次旅遊,則以購買保單當刻計算;或
  - (2) 若是全年旅遊,則以:(i) 申請保單的當日;或(ii) 旅行社或公共交通工具營運商於確認收妥機票費用或團費後而簽發收據的日子計算;以較後者為準。

#### 第 10 項 - 取消旅程

若受保人於出發前三十天內(不包括(c)及(d))因下列原因而要取消旅程,我們會賠償受保人無法由其他途徑取回已支付之交通及/或住宿費用,以不超過保障表所列之最高保額為上限:

- (a) 受保人突然的身故、嚴重損害、嚴重疾病、出庭作證、被強制隔離或當陪審員;
- (b) 受保人之直系親屬/旅遊夥伴/密切商業夥伴突然的身故、嚴重損害或嚴重疾病;
- (c) 目的地於出發前一星期內突然爆發罷工、暴動、民亂、惡劣天氣或傳染病;或
- (d) 受保人香港的住所於出發前一星期內因火災或水淹導致嚴重損毀,以致受保人於出發當日需要留守住所。

#### 第10項之條款

- (a) 我們不會承擔任何在以下時段已經存在及/或已經發布的狀況而導致取消旅程所造成的損失:
  - (1) 若是單次旅游,則以購買保單當刻計算;或
  - (2) 若是全年旅遊,則以:(i) 申請保單的當日;或(ii) 旅行社或公共交通工具營運商於確認收妥機票費用或團費後而簽發收據的日子計算;以較後者為準。
- (b) 任何積分兌換的機票或住宿均不受保障。

## 第 11 項 - 提早結束旅程

若受保人於旅程中,因下列原因必須提前回港,我們會賠償受保人: (i)額外的交通及/或住宿費用;及(ii)無法由其他途徑取回已支付但未享用的交通及/或住宿費用,以不超過保障表所列之最高保額為上限:

- (a) 受保人突然的身故、嚴重損害或嚴重疾病;
- (b) 受保人之直系親屬/旅遊夥伴/密切商業夥伴突然的身故、嚴重損害或嚴重疾病;或
- (c) 目的地突然爆發罷工、暴動、民亂、惡劣天氣或傳染病以致受保人不能繼續其旅程。

## 第 11 項之條款

- (a) 我們不會承擔任何在以下時段已經存在及/或已經發布的狀況而導致提早結束旅程所造成的損失:
  - (1) 若是單次旅遊,則以購買保單當刻計算;或
  - (2) 若是全年旅遊,則以:(i) 申請保單的當日;或(ii) 旅行社或公共交通工具營運商於確認收妥機票費用或團費後而簽發收據的日子計算;以較後者為準。
- (b) 任何積分兌換的機票或住宿均不受保障。

# 第 12 項 - 個人責任

若受保人於旅程中因其疏忽而導致下列情況,我們會賠償受保人要負上的法律賠償責任,以不超過保障表所列之最高保額為上限,但未得到我們書面的允許前,受保人不可向第三者提出或答應賠償、承認過失、及/或涉及任何訴訟:

- (a) 任何人士意外死亡或損害;或
- (b) 任何人士之財物的意外遺失或損毀。

# 第12項之條款

我們不會負責以下情況所引致的責任:

- (a) 損毀屬於受保人直系親屬或僱主的財物;
- (b) 損毀屬於受保人或由其看管的財物;
- (c) 有關的損毀是在受保人合約內應該承擔的責任;
- (d) 受保人的惡意、蓄意或非法行為所導致的損毀;
- (e) 擁有、佔有或使用車輛、單車、飛機、船隻、槍械或動物;
- (f) 貿易、商業或專業活動;
- (g) 任何非法行為;或
- (h) 任何受保人已承認或和解的責任。

# 第 13 項 - 租車自負額

於保單生效期內,若受保人在旅程中其租用的汽車被偷竊、毀壞,或在其駕駛或控制期間發生碰撞,我們會賠償受保人的租車自負額,以不超過保障表所列之最高保額為上限。

# 第13項之條款



- (a) 受保人必須向出租汽車公司購買綜合汽車保險,以保障車輛租用期間之遺失或損毀。
- (b) 受保人不可違反租車合約或綜合汽車保險的條款。
- (c) 對於遺失或損毀出租汽車一事,受保人是需要負上責任。
- (d) 受保人必須持有在發生汽車偷竊、毀壞或碰撞時所在國家的有效駕駛証件。
- (e) 受保人違法或非法使用租賃車輛是不受保障。
- (f) 受保人在酒精或藥物影响下控制租賃車輛而引致之事件是不受保障。
- (g) 此項保障在每次旅程中只可索償一次。

#### 第14項 - 遺失信用卡

於保單生效期內,若受保人在旅程中被偷竊、搶劫或爆竊而遺失信用卡,我們會賠償受保人因其信用卡被盜用而引致的金錢上損失,以不超過保障表所列之最高保額為上限。

## 第 14 項之條款

- (a) 受保人必須在遭遇偷竊、搶劫或爆竊的事件發生後二十四小時內於當地報警。
- (b) 受保人必須在二十四小時內向當地信用卡的分行或授權代理報告偷竊,搶劫或爆竊之事件。

#### 第二部分 - 定義

「意外」是指不能預料及非自願的事情而引致損害。

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

「日常生活活動」是指:

- (a) 清潔:能夠自行於浴缸或以淋浴進行清潔(包括進出浴缸或淋浴區),或以其他方法進行清潔以達滿意清潔效果;
- (b) 穿衣:能夠自行穿著及除掉、弄緊、鬆開所有衣物,如適用,亦包括支架、義肢或其他外科手術裝置;
- (c) 轉移:能夠自行從床上轉移致坐椅或輪椅,反之亦然;
- (d) 移動:能夠自行由某一房間移動至同層的另一房間;
- (e) 如廁:能夠自行進出、使用洗手間及控制膀胱及大腸的自發能力,以保持個人衛生;及
- (f) 進食:能夠自行進行一切的進食程序。
- 「週年日」是指列於保障表內保單生效日期的週年。
- 「兒童」是指十八歲以下之小童。
- 「中醫、跌打或針炙師」是指根據中醫葯條例(香港法例第549章)合法註冊成為中醫、跌打或針炙師,但倘若此人為受保人本人、其直系親屬或共住的人則除外。
- 「內戰」是指互相毀滅的戰爭,或在同一國家或民族內的公民互相對抗的戰爭。
- 「公共交通工具」是指由持牌公司或人士合法經營出租的載客機動交通工具。
- 「公共交通工具營運商」是指經營出租載客機動交通工具的持牌公司或人士。
- 「留院」是指在醫師或醫生建議下人院治療疾病或損害直至出院,而醫院亦徵收此段期間的住房及膳食費用。其後因相同或有關的原因而需再次留院,會被視為同一次意外或疾病,除非前後兩次的留院相隔超過連續九十天,而受保人於此段期間並沒有因這意外或疾病需要留院。
- 「折斷腿部或膝蓋而無法聯合」是指膝蓋或腿骨完全斷為兩截,(a) 不可癒合及不能正常運作;及(b) 被醫師或醫生診斷此狀況會持續終身。
- 「醫院」是指具備以下所有條件的機構:
- (a) 擁有合法經營醫院的牌照 (若該國家或政府法例需要醫院領有牌照);
- (b) 為受傷及患病病人提供留院治療及照顧;
- (c) 有合法註冊專業護士提供全日二十四小時的護理服務;
- (d) 任何時間均有一位或以上的醫師或醫生駐診;
- (e) 設有系統性診斷程序及完善的外科手術設備;及
- (f) 非作為診所、護理、休養、靜養、戒酒、戒毒等或類似服務的醫療機構。
- 「直系親屬」是指受保人的配偶、父母、配偶父母、祖/外祖父母、子女、女婿、兒媳、兄弟姊妹、孫/外孫或合法監護人。
- 「傳染病」是指由政府向外公佈並需要隔離的各種傳染病。
- 「損害」是指因意外及並無其他原因下引致的身體損傷。
- 「受保人」是指其名字已列於保障表或批註內之受保人士
- 「喪失拇指/手指/腳趾」是指掌骨與手指骨關節或蹠與腳趾骨關節之部位完全分離。
- 「失聰」是指完全及無法恢復之聽力喪失。
- 「喪失肢體」是指自手腕或足踝關節以上之部位完全切斷。
- 「喪失視力」是指完全且無法復原之視力喪失。
- 「喪失言語能力」是指構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語言機能中,有三種以上不能發出聲音,或聲帶全部剔除或因腦部言語中樞神經的損傷而患失語症。
- 「喪失肢體/拇指/手指/腳趾功能」是指完全喪失任何肢體、拇指、手指或腳趾的功能,等同於完全喪失任何肢體、拇指、手指或腳趾。
- 「惡性腫瘤」是指在後天免疫力缺乏綜合症存在下出現包括但不限於卡波西士腫瘤、中樞神經系統淋巴瘤或其他已知或未知之惡性病變,直接導致死亡、疾病或殘廢。
- 「機會性感染」是指在後天免疫力缺乏綜合症存在下出現包括但不限於肺囊原蟲肺炎、慢性腸炎之生物體、過濾性病毒及/或散佈性的真菌感染。
- 「保額百分率」是指列於第一部分賠償表 1 和 2 的保額百分率。
- 「永久」是指由意外發生後持續十二個月內並經醫師或醫生診斷為無復原之希望。
- 「永久完全傷殘」是指受保人遭受損害並在意外發生後持續十二個月內完全永久殘廢及不能從事任何根據自己的學歷、專業訓練或經驗而可賺取薪金或利潤的工作;如受保人在遭受 損害前沒有任何業務或從事任何職業,永久完全傷殘則指不能履行相同年齡及性別人士的日常生活活動。無論如何,傷殘必須維持十二個月及由醫師或醫生證實受保人的餘生都是完 全、持續及永久的殘廢。
- 「醫師或醫生」是指獲得西醫資格並得到當地政府核准提供醫療及手術服務的人士,但受保人、其直系親屬或共住的人士則不包括在內。
- 「保單」是指本保單及於本保單第七部分提及的所有文件。
- 「保單持有人」是指申請保單的人士或公司,其名稱列於保障表內為保單持有人。
- 「受保前已存在之狀況」是指於保單生效日前十二個月內,受保人已接受醫師或醫生的建議或進行任何醫療、診斷、會診或處方藥物,或受保人已察覺或理應察覺的徵狀。
- 「保障表」是指附於本保單之保障表。
- 「二級程度燒傷」是指由熱力、電擊、化學、光或輻射導致表皮和深層真皮的破壞。
- 「嚴重損害」或「嚴重疾病」是指受保人的損傷或疾病需要醫師或醫生的治療,並證實受保人會有生命危險及不適宜旅遊或繼續行程。若嚴重損傷或嚴重疾病套用於直系親屬、旅遊



夥伴或商業夥伴,是指他們的損傷或疾病需要醫師或醫生的治療,並證實他們會有生命危險,以致受保人需要取消旅程。

「疾病」是指受保人於旅程中感染或開始患上的疾病,需要接受醫師或醫生的治療。

「保額」是指列於保障表內之投保金額。

「恐怖分子」或「恐怖組織成員」是指任何觸犯、企圖觸犯、參與或協助恐怖主義行為,及/或被任何政府機關核實或公認為恐佈組織成員的人士。

「恐怖主義行為」是指任何人士或團體,不論是否代表任何組織,政府,權力機構或武裝組織而進行包括但不限於使用或威脅使用武力或暴力對付人身或財產的行為,或觸犯危害人 命或財產的行為,或干擾或破壞電子或通信系統的行為,其目的是恐嚇或脅迫政府或平民,或擾亂經濟。

「三級程度燒傷」是指由熱力、電擊、化學、光或輻射導致全層皮膚的破壞。

「旅程」是指受保人離開香港出外旅行,單次旅遊計劃每次旅程的最長日數為一百八十天,而全年旅遊計劃則為九十天。旅程由受保人到達香港入境事務處櫃檯開始,直至受保人外遊完畢返抵香港入境事務處櫃檯;或保單到期日為止,以較早者為準。

「戰爭」是指戰爭(無論宣戰與否),或任何戰爭的活動,包括任何國家利用軍事力量去達到經濟、地理、民族、政治、種族、宗教或其他目的。

「我們、我們的」是指Starr International Insurance (Asia) Limited。

#### 第三部分 - 一般不保事項

我們不會賠償因以下事項直接、間接或與之相關而引致的損失、損害、損毀或責任:

- 1. 戰爭、內戰、入侵、叛亂、革命、使用軍事力量、篡奪政府或軍權、直接參與罷工、暴動及民眾騷亂;
- 2. 任何性質的核風險;放射性或核污染;
- 3. 政府的任何禁令或規定;遭海關或有關當局充公、扣留或破壞;
- 4. 受保人是恐怖分子或恐怖組織成員;受保人任何非法或違法的行為;
- 5. 受保人沒有作出合理的措施避免損害或减低保單的索償;
- 6. 任何形式的賽車、比賽、職業運動或參與可賺取收入或報酬的運動;
- 7. 受酒精或藥物的影響下而引致的損失,但醫師或醫生處方的藥物除外;
- 8. 自殺、企圖自殺、故意自殘或暴露於不必要的危險;
- 9. 受保人旅遊之目的為醫治疾病(不需要是唯一之目的);或受保人在身體不適的情况下或違反醫師或醫生的勸告而出外旅遊;
- 10. 受保前已存在之狀況,整容、整形或任何非必要之手術;以手術或非手術治療肥胖(包括病態肥胖),或體重控制療程;先天性或遺傳性疾病或缺陷,先天性異常或由此引起之 併發症或狀況;
- 11. 與診斷、疾病或損害無關的身體檢查或測試,或任何非醫療需要的治療或測試;
- 12. 受保人有關義肢、隱形眼鏡、眼鏡、助聽器、假牙及其他醫療裝備的費用;或有關牙科或眼科治療的費用,除非因意外引致;
- 13. 精神病、睡眠障礙症、精神或神經疾病、懷孕、流產或分娩;或任何與懷孕、流產或分娩相關的損害或疾病;
- 14. 愛滋病,或於人體免疫不全病毒的血清測試呈陽性反應下出現之損害或疾病,及/或性傳染疾病;
- 15. 受保人從事海軍、陸軍或空軍服務或行動;軍隊服務;
- 16. 從事駕駛或空中服務員工作,或乘搭任何飛機,但付款乘客則除外;或
- 17. 任何會導致我們或我們關聯公司違反美國或聯合國貿易或經濟制裁,或其他類似的法律的任何賠償或費用。

## 第四部分 - 終止保障

## 單次旅遊保單

- 1. 如發生以下一種或以上的情況,本保單將會自動終止:
  - (a) 保費未繳;
  - (b) 已根據第一部分第一項條款(c)作出賠償;
  - (c) 保單持有人、受保人或保險代理有任何欺詐、虛假陳述或隱瞞的成份;
  - (d) 保單持有人、受保人或保險代理的故意或魯莽的行為或疏忽,導致承保風險的增加。
- 2. 本保單是沒有續保及不能取消。
- 3. 除非香港法律規定或保單列明外,保障一旦生效,保費便不獲退還

## 全牛瓜班保里

- 1. 於保單生效期間,我們只要給予三十天的通知期便可終止保單,而書面通知則會寄往保單持有人最後的地址或保險代理,我們會按比例退還保費給保單持有人。倘若發生以下一種或以上的情況,我們不需給予通知期便可即時終止本保單:
  - (a) 保費未繳;
  - (b) 於保單週年日,受保人已不再符合第七部分「受保人的資格」的要求;
  - (c) 已根據第一部分第一項條款(c)作出賠償;
  - (d) 保單持有人、受保人或保險代理有任何欺詐、虛假陳述或隱瞞的成份;
  - (e) 保單持有人、受保人或保險代理的故意或魯莽的行為或疏忽,導致承保風險的增加。
- 2. 保單持有人只需給予我們不少於三十天的書面通知便可終止保單,而保費會按照以下適用的百分率計算,但在任何情况下不得少於我們要求的最低保費,若果保單有任何索賠,保費則不獲退還。

 保障期
 年費保留的百分率

 6個月(最少)
 70%

 超過6個月
 100%

## 第五部分 - 保費條款

## 單次旅遊保單

## 保書

本保單的保費是根據當前的投保書或報價單內按計劃類別、保障範圍及保額而釐定的,倘若在保單生效期內發生其中下列事件,我們有權隨時作出更改:

- (a) 保單條款有所更改;
- (b) 增加或刪除保單中受保的部門、子公司、附屬機構或資格類別;
- (c) 承保的風險有所改變;
- (d) 保費是依憑所提供有虛假陳述的資料而計算;



法例的修訂在某程度上影響我們的保障責任。

#### 保費繳付

保費是在保單生效日到期,若保費到期未繳,保單會於保費到期日終止。

#### 全年旅遊保單

#### 保費

首次的保費是在保單生效日到期,往後的保費都是在保單週年日到期,除非我們與保單持有人同意以其他方法繳付保費。如保費到期未繳,保單會於保費到期日終止,除非能在以下 所述的保單電限期內繳付。

#### 保盟實限期

保單週年日後的三十一天為繳付保費之寬限期,在此限期內保單仍繼續生效,如未能於此限期內繳付保費,保障會於寬限期完結時終止,而保單持有人有責任繳付保單生效期間任何 欠交的保費。

第六部分 - 索償條款

#### 青仟

以下所有的索償條款是我們賠償責任的先行條件。

#### 索償涌知時間

必須在任何意外或可能引起索償事件發生後的三十天內以書面通知我們,倘若是意外死亡事件,便要在十五天內通知我們。

#### **指失證據**之表格

當我們接獲通知後,會提供索償人表格以作為提交損失證據之用,假若我們未能於十五天內提供,只要索償人於保單列明的限期前提交損失證據,便會被視為已遵守保單的規定,書面的證據包括損失的事發經過、性質及程度,而我們所需之任何憑證、資料及證據,需按我們要求的形式及類別提交,其費用概由受保人/索償人或其合法代理人負責。

#### 充足的通知期

若受保人或其代表已提交索償通知予我們或我們的代理,並提供足夠資料以證明受保人的身份,會被視為已通知了我們。倘若有合理的原因不能於限期內通知我們,但已設法於限期 後立即通知,則不會令索償失效。

## 索償人之合作

若索償人未能與我們配合,包括但不限於提交所需的資料或文件,以確定賠償與否或實際賠償的金額,可能會導致理賠延遲或終止。

#### 損失證據之提交時間

損失證據必須於損失日期後九十天內提交,倘若有合理的原因不能於限期內通知我們有關的索償申請,則損失證據要在合理可行的情况下盡快提交,以損失日期後一年內為限。

#### 國家法律之限制

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

#### 身體檢查及屍檢

於處理索償申請時,我們有權要求受保人接受醫師或醫生之身體檢查;當處理死亡的索償時,在法例所允許下亦有權要求屍體解剖,而我們會負責身體檢查或屍檢的費用。

#### 欺詐索償

倘若受保人或其代表人在索償中存有任何欺詐的成份,保單便會即時終止,而所有索償均會作廢。

## 追討之權利

倘若我們授權支付及/或賠償了不在保障範圍內或已超過保額的醫療索償,我們會保留追討受保人有關賠償金額之權利。

## 代位索償

倘若我們已向受保人作出賠償,便可取代其向有關人士或機構追討賠償,而受保人必須依法提供法律文件和證件以確保能執行此項權利,受保人亦不得採取任何行動以損害這些權利。

## 法律訴訟

依據本保單的規定,提交書面損失證據後的六十天內不得進行法律訴訟以求賠償,亦不能於要求提交書面損失證據三年後進行訴訟。

## 第七部分 - 一般條件

## 完整的保險契約

此保單、保障表、投保書、批註及附加文件(如有者)均為本保險契約的一部分。保單持有人未有作出的陳述,均不得廢除本契約或用於法律訴訟,除非該陳述涉及詐騙。任何代理均無權更改或刪除保單內的任何條款,所有更改需由我們同意並簽發批註後,方為有效。

## 受保人的資格

- (a) (i) 單次旅遊保單:沒有年齡限制: (ii) 全年旅遊保單:七十歲或以下之受保人,續保可至七十五歲。但兩者的投保人必須年滿十八歲或以上。
- (b) 家庭計劃包括一對合法夫婦及其合法之子女。

## 地域限制和保障時間

除經我們批註或修訂外,本保單之保險適用於全天候二十四小時任何地方的旅程。

## 外國制裁

根據保單條款,除非我們通過背書特別限制,或於本保單生效時或之後的任何時間內,提供有關保險保障將違反任何適用於我們的貿易禁令或制裁,而被法律或法規所禁止;或因本保單的受保人或任何受益人是被美國的「財政部海外資産控制辦公室」(OFAC)指定為「特別指定國民」(SDN),否則本保單適用於世界任何地方。當我們所提供之保險保障是合法的,但支付一個有效的索償將有可能違反任何(包括但不限於OFAC及/或美國商務部)的貿易禁令或制裁的情況下,我們將會採取合理的措施去獲得授權以支付有關賠償。若任何貿易或經濟制裁的法律、法規或指令,或其他法律、法規禁止我們提供保險服務,本保單便不適用。在此類禁令適用下,保險保障不能生效,有關保障利益不被提供,我們將不再承擔任何責任,本保單從開始便告失效。

## **笙**三老樵利

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。

## 賠償金之受益人

# 保單有效性

此保單適用於休閒及商務旅遊。在商務旅遊方面,此保單只適用於履行專業、管理、文職及/或行政目的之旅遊。

## 血液溶液

本保單的權益轉讓不會對我們構成任何約束力,除非有關通知書的正本或副本已存檔於 Starr International Insurance (Asia) Limited 位於香港灣仔港灣道十八號中環廣場十九樓一九零一室的辦事處內,並獲得我們的認可。我們不會對轉讓的有效性承擔責任,任何章程,憲法或法律的條款均不可作為保單索價的抗辯,除非有關的條款已詳細列於本保單內。

## 旅程延長(適用於單次旅遊保單)

倘若受保人的旅程在其控制範圍以外的情況下無可避免地延遲,保險會自動免費延長至受保人回港為止,以七天為上限。



## 保單之復效(適用於全年旅遊保單)

倘保費到期未繳以致保單失效,經我們同意保單才可復效,但我們不會負責保單失效期間發生之索償,而保單彷於復效日重新開始,因此受保前已存在之狀況將會再度執行。

#### 續保條款 (適用於全年旅遊保單)

當我們收到預繳的續保保費後,保單可於週年日續保。但我們會保留對保費、保障、條款及條件作出更改或拒絕續保的權利。

#### 記錄檢查及審核

於保單生效期及終止後兩年內,我們有權檢查和審核保單持有人與保費或保單事項有關連之賬冊及記錄。

#### 其他保險

倘若其他保險已承保本保單受保之任何損失、損害或法律責任,我們便不會負上本保單的賠償責任,除非索償的款項超出其他保險之保額。然而,意外死亡及永久傷殘、燒傷保障, 住院現金津貼及旅程延誤則不受此限。

#### 重複保險

如果對於同一次旅程受保人在我們公司享有多份旅遊保單的保障,我們只會負責其中一份最高計劃級別的保單。

# 法例監管

本保單受香港法例之約束,契約雙方同意服從香港法院的司法管轄權。

## 舞譔

根據保單的條款及適用的法例,我們的筆誤不會令生效的保險因而失效,或令失效的保險因而生效。

#### **私隱佐伽**

倘若我們已獲得受保人同意,我們便可以保留、使用及透露所收集或持有的個人資料予我們相關之個人/機構或任何被選定的第三方(在本港或海外),用作處理本保單的索償申請, 及提供本保單的售後服務,我們會與他/她聯絡以便提供其他財務產品及服務、直接營銷、資料核對等目的。倘若我們已獲得受保人同意,我們便可以通過傳真、電郵、郵寄、電話 營銷和/或其他通訊方式直接推廣我們的產品或服務,而且同意我們可能使用或透露其個人資料予第三方作直銷的目的。假若受保人在同意後欲停止接收任何直銷材料或來電,或想 向我們查閱及/或更改其個人資料,可致函香港灣仔港灣道十八號中環廣場十九樓一九零一室之個人資料管理員辦理。

(如本文之譯本於意義上有任何爭議,一概以英文為準)



## **Sun Flower Insurance Brokers Limited**

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.