



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# Inbound Travel Insurance (Premier Plan) 香港通旅遊保險 (至尊計劃)

## Terms and Conditions 條款及細則

Please read these terms and conditions carefully.  
Should you have any queries, please contact us for assistance.  
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與Blue Cross and Blue Shield Association及其任何關聯公司或持牌人並無任何關聯。



## INBOUND TRAVEL INSURANCE (PREMIER PLAN) TERMS, CONDITIONS AND EXCLUSIONS attaching to Master Policy No.IBT-03

The terms, conditions and exclusions and the Schedule of Benefits shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy shall bear such specific meaning wherever it may otherwise appear in the Policy. Any terms, conditions and exclusions described on this Terms, Conditions and Exclusions shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the full terms, conditions and exclusions contained herein..

The benefits shall be as stated on the Insurance Terms, Conditions and Exclusions issued hereunder, as amended by any endorsement issued by Blue Cross (Asia-Pacific) Insurance Ltd. ("The Company") and attached hereto.

### TERRITORIAL SCOPE OF INSURANCE COVER

All benefits described in this policy are applicable to the Insured while travelling within the territorial limits of Hong Kong Special Administrative Region ("Hong Kong").

### "GENERAL TERMS AND CONDITIONS"

- The due observance and fulfillment of the terms, conditions, exclusions and endorsements of this insurance by the Policy Holder and the Insured Person(s) and claimants in so far as they are relevant to anything to be done by or complied with by them, and the truth of the statements and details set forth in the claims of such parties shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- Applicable Laws and Arbitration: This Policy shall be governed and construed in accordance with the laws of Hong Kong. All disputes arising out of this Policy, whether directly or indirectly connected with a claim or not, shall be referred to arbitration in accordance with the provisions of the Arbitration Ordinance (Cap. 341) of the Laws of Hong Kong or any statutory modification thereof. Either party shall give to the other party notice in writing of the existence of such question, dispute or difference and the intention to commence arbitration proceedings. The parties may agree to appoint a single Arbitrator failing which two Arbitrators shall be appointed. One Arbitrator shall be appointed by each of the parties within one calendar month after having been required in writing to do so by either of the parties.  
If the Arbitrators do not reach the same conclusion having heard all the evidence, an Umpire shall be appointed by the Arbitrators or (failing agreement on the selection of the Umpire) by the President for the time being of the Hong Kong Institute of Insurers. The Umpire shall forthwith decide the case in lieu of the Arbitrators. The making of an arbitration award shall be binding and final among the parties and no appeal to any tribunal or court of law shall be allowed.  
If the Company shall disclaim liability to the Insured Persons for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.  
The Policy and settlement of all claims other than the subject matter under arbitration shall continue in full force and effect during arbitration proceedings unless the PolicyHolder or the Company shall terminate the Policy in accordance with the provisions contained in the Terms, Conditions and Exclusions. No payment due or payable by the Company or by the PolicyHolder or the Insured Person, other than those subject to the arbitration proceedings, shall be withheld solely because of the arbitration or pending arbitration.
- The Policy does not cover losses arising out of:
  - Pre-Existing Conditions, congenital or hereditary conditions.
  - Any injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
  - Riot; strike; war (whether declared or not); invasion; acts of foreign enemies; civil war; revolution; civil unrest; performing duties as a member of armed forces, or police, or other law enforcing agencies.
  - Suicide, attempted suicide or intentional self-inflicted bodily injuries, insanity, abortion, miscarriage, child-birth, venereal diseases, the use of alcohol or drugs (other than those prescribed by a physician); dental treatment unless resulting from an accidental bodily injury to sound and natural teeth.
  - Nuclear fission, nuclear fusion or radioactive contamination.
  - Accidents whilst engaging in sports or games in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport; racing (other than on foot), motor rallies and competitions, mountaineering necessitating the use of ropes, pitons or guides, skydiving, hang gliding, parachuting, entering or descending from any aircraft other than a properly licensed aircraft operated by a recognized airline in which the Insured Person is travelling as a fare-paying passenger; engaging in any manual labour or hazardous work that involves the use of machinery or tools.
  - Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 30 meters below sea level.
  - Losses which are indirect and consequential in nature except herein provided.
- Insurance Certificates issued under this master Policy are non-cancelable by the Company or by the Insured except in the circumstances of non-receipt of the premium by the Company. No refund of premium will be made once insurance certificate has been issued and coverage becomes operative.
- Extension of cover can be granted subject to the discretion of the Company once a Trip has commenced; however, the insurance cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed in the course of his scheduled itinerary as stipulated prior to departure.
- The Company will, subject to the terms, conditions and exclusions of the Policy, pay immediately to the Insured Person upon receipt of due proof of such loss.
- In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured Person rights of recovery related to such payment and shall have full authority to exercise such rights and remedies in the conduct of any proceedings against any person, persons and/or organization and the Insured Person shall execute and deliver authorisations and instructions and do whatever else is necessary to preserve and implement this subrogation right of the Company. The Company is only entitled to recover from such action the amount paid out to the Insured Person under this Policy in relation to the Accident and any surplus belongs to the Insured Person.
- The Company permits no direct billing under this Policy except approval.

- The age limit for person(s) insured under this policy would be from a minimum age of 6 weeks up to a maximum age of 75 years old. No benefit will be provided once the Insured Person reaches the age of 76. All children under the age of 18 years must be accompanied by an adult who is also insured under the same Insurance Certificate.
- The Company maximum liability for each Insured Person in any one Accident shall not exceed the Sum Insured for each section stated in the Policy Schedule. The Insured Person shall be liable and undertake to reimburse the Company for any amount the Company has paid in excess of the Sum Insured.
- All insurance coverage commences at the time of the Insured Person arrives at the Entry point of the Immigration Department of Hong Kong and ceases at the Exit point counter of the Immigration Department of Hong Kong.
- The maximum number of days under this policy shall be 90 consecutive calendar days.
- If any claim is found to be fraudulent in nature or if any fraudulent means or devices are used by the Insured Person or anyone acting on their behalf to obtain any benefit under this Policy, then all benefits in respect of such claims shall be forfeited.
- The maximum liability of the Company in respect of any claim shall not exceed its ratable proportion of such claim which, but for the existence of this insurance, are covered under any other Insurance Policies or Cover Notes, (excluding however the Personal Accident section of this Policy) and for which successful claims have been made by the Insured Person.
- An Insured Person can only be covered under one certificate / policy for the same insured journey. If the Insured Person(s) is /are covered under more than one Travel Insurance (except the free insurance provided by the travel agent) underwritten by the Company for the same trip, only the first of these policies (by certificate / policy number or issue date) will be enforced in the event of any claims made.

### SECTION 1 TERMS AND CONDITIONS APPLYING TO "MEDICAL EXPENSES" BENEFIT

- Coverage.** If an Insured Person sustains any Bodily Injury or contracts any Sickness during a Trip covered by this Policy the Company will reimburse the Insured Person for any Medical Expenses incurred by the Insured Person for the medical treatment of such Bodily Injury or Sickness up to the Sum Insured stated in the Policy Schedule for Medical Expenses. Except as limited or excluded below, Medical Expenses covered by this Policy in relation to any such Bodily Injury or Sickness are normal, customary and reasonably expenses incurred for hospitalization, surgery, ambulance and paramedic services, diagnostic tests, consultations by Physicians, and medicines prescribed. An amount of HK\$150 per person shall be deducted from any payment of claims under this section.  
The Company will also reimburse the additional costs up to a maximum of HK\$20,000.- of economy class travel returning to the Place of Residence and additional costs of accommodation incurred by the Insured Person and an immediate family member or a travelling companion who is also insured in this Policy, when such costs arise from hospitalization or delay due to a serious sickness or a serious injury necessitating medical treatment of an Insured Person.
- Exclusions.** The following medical expenses are not covered by this Policy:
  - Expenses related to any form of delivery from a pregnancy, as well as expenses for any pregnancy complications requiring hospitalization, which occur subsequent to the 30th week of a pregnancy.
  - Expenses for Room and Board in excess of HK\$5,000 per day, and hospitalization expenses, inclusive of Room and Board and professional fees, in excess of HK\$20,000 per day if a detailed breakdown of charges is not provided. If a detailed breakdown of charges is provided and such additional charges are intended to be covered by the Policy then such expenses which are within the Sum Insured for Medical Expenses can be covered.
  - Expenses related to special or private nursing.
  - Expenses related to cosmetic surgery, visual apparel and refraction or hearing aids, and prescriptions therefore, except as needed to correct a condition resulting solely from a Bodily Injury which has occurred during a Trip.
  - Expenses related to psychiatric or psychological disorders or insanity (including any related primary/basic signs and symptoms) except as needed to treat a condition resulting solely from an Event, which has affected the Insured Person.
  - Expenses related to any and all conditions arising from surgical, mechanical or chemical methods of birth control, and any and all conditions or treatments pertaining to infertility unless caused by a Bodily Injury or Sickness sustained during a Trip.
  - Expenses related to any treatment or services undertaken without the related recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a Bodily Injury sustained or Sickness sustained during a Trip covered by this Policy.
  - Any expenses incurred more than 180 days after the date that an Injury is sustained or a Sickness is sustained during a Trip covered by this Policy.
  - Any medical expenses which are not properly incurred, or which are not incurred in Hong Kong Special Administrative Region.
  - The first HK\$150.00 in respect of each and every claims.
  - Any travel contrary to the advice of a medical practitioner or for the purpose of receiving medical or surgical treatment.

### SECTION 2 TERMS AND CONDITIONS APPLYING TO "24-HOUR EMERGENCY AID SERVICES"

#### Blue Cross Worldwide Emergency Aid

**Emergency Medical Assistance** - In the event of a serious bodily injury requiring hospitalization in Hong Kong during the cover period, the Insured Person may ask the hospital administrator to contact 'Blue Cross Worldwide Emergency Aid' by telephone or fax if assistance is needed.

**Procedure.** In the event of the below-described coverage is applicable, the Insured or his/her representatives shall call our 'Blue Cross Worldwide Emergency Aid' for 24-hour emergency assistance:-

Tel : (852) 2263 7303

Fax: (852) 2263 7757

The party making such call will be required to identify the Insured's name, his/her Certificate Number and Identity Card or Passport Number as well as nature of problem, the location and contacts. After validation, the Company or its authorized representatives, will provide services and settle bills as required by the terms and conditions of this Policy through 'Blue Cross Worldwide Emergency Aid'.

1. **Repatriation**  
If medically necessary, the Company will arrange and pay for the repatriation of the Insured to the medical facility in the place of residence by scheduled airline flight or any other appropriate means of transportation if the Insured's original ticket is not valid for the purpose, provided that the Insured shall surrender any unused portion of his/her ticket to the Company. Any decision on the repatriation of the Insured shall be made jointly and exclusively by both the attending physician and the Company. The maximum benefit is limited to HK\$200,000.
2. **Hospital Deposits Guarantee**  
The Company will arrange through "Blue Cross Worldwide Emergency Aid" to guarantee or pay any required hospital admittance fees on behalf of the Insured up to HK\$40,000.
3. **Family Member Visit**  
The Company will be responsible for the reasonable additional accommodation and travelling expenses up to HK\$15,000 for two immediate family members to join the Insured Person if he/she is confined in a hospital for more than 3 days or is dead in Hong Kong.
4. **Return of Children**  
If the Insured Person's dependent children (age below 18) are left unattended in Hong Kong as a result of serious bodily injury or sickness or hospitalization of the Insured Person, the Company will pay reasonable additional accommodation and travelling expenses for them to return to the Place of Residence up to a maximum benefit of HK\$15,000 when required.
5. **Return of Mortal Remains**  
In the event of accidental death of the Insured, "Blue Cross Worldwide Emergency Aid" will be responsible for the transportation charges exclusively for repatriation of the mortal remains to the Place of Residence up to a maximum benefit of HK\$15,000.
6. **Referral Services**  
Upon request of the Insured Person, referral services such as legal assistance, interpreter, obtaining replacement of lost travel document, etc. could be provided through "Blue Cross Worldwide Emergency Aid".

*Note:* Prior approval on items 1 & 2 need to be taken by the Insured Person from the Company before any assistance or payment of deposits is guaranteed.

**Exceptions.** The following expenses related to any such Serious Injury or Serious Sickness are not covered by this Policy:

- a. Any expenses incurred for services provided by another party which the Insured Person is not liable to pay (unless otherwise agreed by the Company), or any expenses already included in the cost of a Trip covered by this Policy.
- b. Any expenses for a service not approved by the Company.

### **SECTION 3 TERMS AND CONDITIONS APPLYING TO "PERSONAL ACCIDENT" BENEFIT**

1. **Coverage.** If an Insured Person sustains any Injury during a Trip covered by this Policy which directly and proximately results in Permanent Total Disablement, Permanent and Total Loss of Sight in one or both eyes, loss by severance or Permanent and Total Loss of Use of one or more Limbs or Accidental Death, within twelve calendar months from the date of the Event, the Company will pay a benefit to such Insured Person, up to the Sum Insured stated in the Policy Schedule for Personal Accident. In the event of the death of an Insured Person giving rise to a claim under this section, the Benefit shall be paid to the Insured Person's estate according to the laws of Hong Kong Special Administrative Region.  
The Sum Insured in respect of children under 18 years of age and persons between 71 and 75 years of age shall not exceed HK\$150,000.-

#### **2. Exclusions.**

- a) any loss arising from Act of Terrorism, biological or chemical attack.

### **SECTION 4 TERMS AND CONDITIONS APPLYING TO "LOSS OF TRAVEL DOCUMENTS" BENEFIT**

1. **Coverage.** If an Insured Person loses his/her passports, air tickets and travel documents during a Trip covered by this Policy, the Company will reimburse the Insured Person for the cost of obtaining replacement passports, travel tickets and travel documents, as well as additional transportation expenses and hotel accommodation reasonably incurred in effecting such replacements, up to the Sum Insured stated in the Policy Schedule for Loss of Travel Documents.

#### **2. Exclusions.**

- a. The Company will not be liable under this Section 4 if within 24 hours after the Insured Person is aware of the loss as described above the Insured Person fails to report such loss to the police and to obtain a copy of the related police report.
- b. The Company will not be liable under this Section 4 if the Insured Person contributed to his/her own loss by leaving the passports, tickets or travel documents unattended in a public place or any conveyance.
- c. The reimbursement cost for air ticket should only be limited to economy class only.

### **SECTION 5 TERMS AND CONDITIONS APPLYING TO "PERSONAL LIABILITY" BENEFIT**

The Company will indemnify the Insured Person up to a maximum limit of HK\$100,000 inclusive of legal costs and expenses against legal liability to a third party (including such party's reasonable costs and expenses) arising from an event occurring during the Period of Insurance. We shall not pay the first HK\$1,000 for each person in respect of Third Party Property Damage.

PROVIDED THAT IT IS A RESULT OF:-

1. Accidental bodily injury to third party person.
2. Accidental loss or damage to third party's property.

THIS INSURANCE DOES NOT COVER any liability, loss or claim (i) payable by any other insurance company or third party, or (ii) where the Insured Person or his authorized representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company, or (iii) arising directly or indirectly from:-

- a. Employer's liability, contractual liability or liability to the immediate family members of an Insured Person.
- b. Properties or animals belonging to or held in trust, in the case, custody or control of an Insured Person.
- c. Any wilful, malicious, unlawful or deliberate act.
- d. Pursuit of a trade business or profession.
- e. Ownership or occupation of lands or buildings (other than occupation only of any temporary residence).
- f. Ownership, possession, hire, use or operation of vehicle, aircraft or watercraft..
- g. Legal costs resulting from any criminal proceedings.
- h. Insanity, the use of any drug (except medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms.
- i. Bailments, contractual licences or conveyances of real estate or personal property.
- j. Seepage, Pollution and Contamination :
  - (i) 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, provided always that this paragraph (i) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused

by a sudden, unintended and unexpected happening during the period of this insurance.

- (ii) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by as sudden, unintended and unexpected happening during the period of this insurance.

(iii) Fines, penalties punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

- k) Any actual or alleged liability whatsoever any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

THIS INDEMNITY SHALL NOT APPLY IN RESPECT OF JUDGEMENTS WHICH ARE NOT IN THE FIRST INSTANCE DELIVERED BY OR OBTAINED FROM A COURT OF COMPETENT JURISDICTION WITHIN HONG KONG SPECIAL ADMINISTRATIVE REGION.

### **"CLAIMS PROCEDURE"**

1. Notice of any claim must be given to the Company within thirty days after the occurrence of any Event likely to give rise to a claim, and in the instance of a claim under the Personal Liability section of this insurance such notice must be given in writing as soon as possible and in any event not later than 14 days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to the Company in the case of death, sickness, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the Insured Person's own expense.
2. All claims must be submitted with comprehensive supporting information including:-
  - a) In the case of Medical Expenses, 24 Hours Emergency Aid Services:- All bills, receipts, tickets, contracts or agreements relevant to the claim and if the claim be in respect of medical treatments, then a full physician's report stipulating the diagnosis of the condition treated and the date the disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.
  - b) In the case of Personal Accident-Hospital, physician's reports giving details on the nature of the injury and the extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
  - c) In the case of Loss of Travel Documents Cover:-Immediate report shall be made to the public conveyance/police within 24 hours of the occurrence and an official report should be obtained.
  - d) In the case of Personal Liability:- Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court document, solicitors' and other legal correspondence, etc., must be submitted to the Company at the earliest.

### **"DEFINITIONS"**

In the preceding Sections and in this Policy generally, unless the context otherwise requires, the terms set forth below shall have the meanings set forth opposite to such terms.

1. **"ACCIDENT"** shall mean an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
2. **"BLUE CROSS WORLDWIDE EMERGENCY AID"** shall mean medical assistance or related services offered by the Company or its authorized representatives.
3. **"BODILY INJURY"** shall mean an injury arising from an accident as defined above, which solely and independently of any other cause (i) results in death within 12 calendar months of the date of the event or (ii) necessitates medical and/or surgical treatment.
4. **"ELIGIBLE EXPENSES"** in respect of medical expenses shall mean those expenses necessitated by an accident or an sickness/disability covered by this insurance and incurred on the recommendation of a surgeon or physician but not to exceed normal and customary charges for the same.
5. **"HONG KONG"** means Hong Kong Special Administrative Region.
6. **"HOSPITAL"** means only an establishment, which meets all the following requirements:
  - (i) Facilities for diagnostic procedures and surgery
  - (ii) 24 hours a day nursing services by registered graduate nurses.
  - (iii) Is under the supervision of a physician.
 And is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
7. **"IMMEDIATE FAMILY"** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, stepparents or stepchildren.
8. **"PAIR AND SET"** in the event of loss of or damage to any article which is a part of a set, the measure of loss of or damage to such an article shall be reasonable and fair proportion of the total of the set and will not be construed to mean a total loss of the set.
9. **"PERMANENT TOTAL DISABLEMENT"** means the result of an Accident that prevents an Insured Person from attending to his/her normal occupation, which disablement, after lasting for a minimum of 52 weeks, shall be certified at the end of that time by a medical examiner acceptable to the Insurer to be a condition that will permanently and totally disable the Insured Person from following any gainful occupation beyond the hope of any improvement.
10. **"PHYSICIAN" OR "SURGEON"** shall mean only a person qualified by a degree in Western Medicine and duly licensed or legally registered to practise medicine/surgery.
11. **"PLACE OF RESIDENCE"** shall mean the metropolitan area from which the journey of an Insured Person commences. Place of Residence will be the ordinary place of residence of an Insured Person or the place of regular employment of an Insured Person.
12. **"POLICY"** shall mean and refer to the application submitted by the Insured Person, Master Policy No.IBT, the schedule, Insurance Certificates issued hereunder and any endorsements thereto.
13. **"PRE-EXISTING CONDITION"** shall mean any sickness, disease or physical condition which existed before the issue date of the Policy Schedule or Endorsement in respect of the Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.
14. **"PRESCRIBED MEDICINES" OR "DRUGS"** means any medicine or drug for which a doctor's prescription has been issued and that has been dispensed by a doctor's surgery or by a licensed pharmacist in respect of treatment of a covered Disability.
15. **"PUBLIC CONVEYANCE"** means all public common carriers such as multi-engine aircraft, buses, trains, ships, hovercrafts, ferries and taxis that are licensed to carry fare-paying passengers and excludes contractors or private carriers.
16. **"SERIOUS INJURY" OR "SERIOUS SICKNESS"** means an Injury or a Sickness which requires treatment by a Physician and which is so dangerous to life as to render such person unfit to travel or continue with his/her original Trip.
17. **"ACT OF TERRORISM"** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.



## 香港通旅遊保險(至尊計劃)章則條款 (附屬於保險總單IBT-03號)

**保證聲明**-保險證明書與保障項目應視作同一契約，在保單任何部份出現所蘊含特定意義之字句，在保單任何其他地方出現該字句時，亦將適用。於保險證明書所附屬之章則條款及豁免被保範圍，應依據下述之整體章則條款及豁免被保範圍而詮釋，當中不應有任何修改，增補或歧異。本保險之保障範圍乃按發出之保險證明書上所列，並可按藍十字（亞太）保險有限公司（“承保人”）發出之任何認可批文而修訂。

### 承保區域範圍

若章則條款內無特別聲明，本保單之所有保險權益在被保人於香港特別行政區（“香港”）旅遊時有效。

### 適用於各部份之章則條款

- 被保人及有關索償人須適當遵守及履行本保單之章則條款、豁免條款及附加批文，且所提交之各項申請表及聲明內所述之說明及資料均屬真實，承保人方能按本保單承擔賠償之責任。
- 本保單受香港法律所約束。任何由本保單引致或涉及之糾紛或歧異，均按香港法律仲裁。倘承保人否定對任何下列索償之責任，而該索償並無於遭受否定後十二個月內轉介仲裁，則該項索償申請在任何情況下均視作廢論，日後亦不得追查。
- 被保人因下列原因直接或間接招致之死亡、傷殘、受傷、疾病、財物損失或破壞，或其他任何性質之損失，均不屬本保單被保範圍：
  - 已存在之病症，即任何在被保期之前已出現病徵或徵兆之疾病，症狀或身體狀況，而被保人當時已知悉或應已知悉者。
  - 由於HIV（人類免疫能力缺乏症病毒）及/或與HIV有關的任何疾病，包括愛滋病（獲得性免疫缺陷綜合徵）及/或其任何突變衍化物或變種造成的任何傷害、疾病、死亡、損失、費用或其他責任。
  - 騷亂、戰爭（不論已宣戰與否）、侵略、外敵行動、內戰、革命、內亂、為軍隊、警隊或執法機關執勤。
  - 自殺、企圖自殺或自傷、神經失常、墮胎、流產、懷孕生育、性病、服用酒精或藥物而非由註冊醫生處方者、非因意外事故而進行之牙齒護理治療。
  - 核裂變、核聚變或放射性污染。
  - 從事專業性質的運動或比賽，或可使被保人從而獲得收入或酬勞之運動：競賽（跑步除外）、賽車、輔以繩索、岩釘或需導遊帶領之攀山、空中漫遊、滑翔、跳降傘、乘搭或登上任何飛機或自飛機上離開（惟被保人以付費乘客身份乘搭由認可航空公司經營，並已註冊登記之飛機則除外）；從事任何體力勞動或與操作機器有關之工作。
  - 在海拔五千米高度以上進行高山遠足，或在三十米水深以下進行水肺潛水。
  - 間接或衍生性引致之損失。
- 除於承保人並無收取保險費之情況外，承保人或被保人均不可取消按本保單所發出之保險證明書。保險證明書一經發出及生效，保費將不獲退還。
- 保險期開始之後，被保期限可依投保人之要求延長，但必須得到承保人同意。然而，倘被保人在出發前已訂定之行程出現無可避免之延誤，則保險期限可自動延長最多十天。
- 承保人當收到足夠賠償資料後會根據保單章則條款向受保人作出賠償。
- 被保人同意，承保人可就任何本保險提供之賠償項目，以被保人之名義向任何有關之第三者提出訴訟追討賠償，訴訟費用由承保人負責，而所得回之款項亦歸承保人所有。
- 除獲承保人核准外，本保險將不提供任何直接支取。
- 本保險之年齡上限為七十五歲，下限為六週大嬰兒。十八歲以下之兒童須由一名成年人聯同申請保險為同一保險之被保人。七十六歲以上人士將不獲承保。
- 本保險將根據保障限額作出賠償。但當賠償超越最高限制時，餘額將由被保人負責。
- 各部分所述之保險範圍或賠償均於被保人申辦手續通過香港入境手續後開始生效，並於其辦理離境手續後時終止。
- 保險有效期最長為連續九十天。
- 倘任何索償出現欺詐成分或蓄意誇大事實或提出索償或申請保險時有任何虛假聲明或陳述，則本保單將作廢，而所有索償均不會獲得賠償。

- 在保險承保範圍內之任何索償金額，應歸納為該保險有關部分或項目之總賠償限額內。
- 被保人如在同一次旅程中購買多於一份藍十字旅遊保險（由旅行社送出的團體保險除外），再索償時只有第一份保單（以保單號碼/簽發日期為準）會作出賠償。

### 第一部份 「醫療費用」保險適用之章則條款

- 本部份對下述各項於保險期間感染或發生之受傷療病/傷殘所引致之合理支出，提供償還之權益。被保人每人之自付金額為港幣一百五十元。
  - 住院、手術、救護車及輔助醫療費用、診斷測試、向註冊醫生求診及由該註冊醫生處方之藥物。
  - 由於嚴重傷病引致受保人需要住院而引致受保人和一名旅伴或直系親屬所引致之額外住宿及交通費用、最高賠償為港幣二萬元。惟上述各項支出須為正常及必須性質；並須提交詳細之開支賬目、收據正本及由醫生提供之醫療報告連詳細診斷資料以作證明。
- 本部份不承保範圍：
  - 分娩或懷孕第三十個星期後出現之併發症而須入院治療者。
  - 住院房租及膳食費，每天最高限額為港幣五千元，但倘住院費已連同各項醫療服務一併計算，則該限額為二萬港元。
  - 聘用特別看護或私家看護之費用。
  - 整容手術，眼鏡、助視及助聽器，惟完全因保險期間發生之意外事故而引致必須作出上述矯正治療者則除外。
  - 精神或心理失常（包括任何初期徵兆或病徵）。
  - 以手術、機械或化學方法控制生育，以及與不育有關之任何及所有症狀情況或治療。
  - 非由醫生建議之醫療護理或治療支出，例行身體檢查或非因旅途中引致之疾病或損傷而須作出之身體檢查。
  - 承保人就此保單之責任於意外或疾病/傷殘發生或感染後一百八十天終止，而其後之醫療及有關費用，承保人將不會負責。
  - 任何不合理之醫療開支、或不在香港期間感染或發生之傷病。
  - 每宗索償之首一百五十元。
  - 任何有違「醫生」勸喻，或特為接受醫療或外科治療而作的旅行。

### 第二部份 24小時全球緊急支援服務

#### 藍十字全球緊急援助

倘被保人於被保期間，不幸地遇到嚴重身體受傷或嚴重疾病，而需要緊急支援，例如緊急醫療運送，送返原居地等服務，只需致電或傳真到藍十字全球緊急援助，我們會提供即時的協助。

電話：(852) 2263 7303

傳真：(852) 2263 7757

被保人須按會員章程並說明被保人姓名、保單編號、身份證或護照號碼及問題之性質、事發地點及聯絡方法。資料經核證後，承保人會按投保限制及條款，經藍十字全球緊急援助為被保人處理有關賬目。

- 送返原居地  
被保人如因遇嚴重身體受傷或嚴重疾病及接受治療穩定後，須送返原居地休養，承保人會安排其醫療運送（本部份之最高賠償額為港幣二十萬元）。
- 入院按金保證  
承保人會經藍十字全球緊急援助替被保人作入院按金之保證。最高賠償額為港幣四萬元。
- 家屬探望  
被保人住院超過三天或身故，其中最多兩位直屬家庭成員須動身前往而支付之合理額外住宿及交通費用，最高賠償額為港幣一萬五千元。
- 送返同行子女  
如被保人因嚴重身體受傷或嚴重疾病入院而沒有其他成人照料其十八歲以下被保子女，送返該被保子女之合理額外交通及住宿費，最高賠償額為港幣一萬五千元。
- 遺體運返  
被保人於保險期間身故，藍十字全球緊急援助會協助辦理有關手續，所涉及之遺體或骨灰搬運之費用，最高賠償額為港幣一萬五千元。

f. 轉介服務

提供轉介及諮詢服務包括法律援助、翻譯員及補領遺失證件的協助。

注意： 本部份之1, 2項保障須獲承保人批准後，方作出適當安排。

本部份不承保範圍：

- 任何第三者提供之服務費用(得承保人同意除外)或旅費已包括之費用。
- 任何未經承保人批准之費用。

**第三部份 「人身意外」保險適用之章則條款**

- 本部份所述之賠償適用於在保險期間發生意外引致之傷亡，或意外發生後一年內因該意外而引致發生之傷亡。  
如被保人出現永久完全傷殘，單目或雙目完全永久失明，斷肢，喪失任何一肢或任何一肢完全失去功能，或意外死亡，即可得投保總額作賠償。  
如被保人身故而按本部分提出索償，賠償額將付予按香港特別行政區法律介定被保人之遺產承辦人。十八歲以下之小童及七十一歲至七十五歲之人士之投保總額不可超過港幣十五萬元。
- 本部份不承保範圍：
  - 所有恐怖活動

**第四部份 「遺失旅遊證件」保險適用之章則條款**

- 倘受保人遺失護照、飛機票或旅遊證件，承保人會賠償其補領費用及額外之交通及食宿開支，惟不可超過保險單上列明有關本部分保險之賠償限額。
- 本部份不承保範圍：
  - 受保人未有在二十四小時內向警方報告及索取有關事件報告作證明文件。
  - 受保人把遺失之證件放於無人看管之公共地方或汽車內。
  - 交通票據之賠償只限於經濟客位費用。

**第五部份 「人身責任」保險適用之章則條款**

倘在保險期間發生下述事故，而令被保人須向第三者負上法律責任（包括該名第三者之合理支出及費用），則承保人會向被保人作出賠償，最高賠償限額為港幣十萬元。就第三者財產損毀的索償而言，本公司不予支付首筆一千港元。惟該事故必須為:-

- 第三者意外身體受傷。
- 第三者財物意外受損。

任何責任損失或索償

- 如已由任何其他保險公司或第三者支付，或
- 如被保人或其授權代表已承擔責任或達成任何協議或和解，而事前並無知會承保人及取得承保人之書面同意，或
- 由下列各項直接或間接引起者本保險概不承保:-
  - 僱主責任、合約性責任，或對被保人家成員之責任。
  - 由被保人擁有、照料、託管或控制之財物或動物。
  - 任何蓄意、惡意或非法之行為。
  - 從事商業貿易或職業
  - 擁有或佔用土地或建築物（暫時佔用作臨時居所則除外）。
  - 擁有、佔有、租用、使用或操作車輛、飛機或船隻。
  - 進行任何刑事訴訟涉及之法律費用。
  - 神經失常，使用任何藥物（經醫生處方而非濫用藥物則除外），或酗酒，或使用軍火。
  - 保釋、合約牌照，或產業或個人財產之轉讓。
  - 下列滲漏、污染及污染損毀之賠償：
    - 直接或間接，因滲漏、污染及污染損毀而引起之個人傷害、身體受損、損失、毀壞或不能使用物業所失。而此段(i)之規定，(ii)不適用於受保期間，因突然、非故意及意料外發生的滲漏、污染及污染損毀，而導致個人傷害、身體受損、損失、勞損、或對物業造成明確性破壞的賠償。
    - 遷移、抹除或清洗因滲漏、污染及污染損毀留下之物質的費用；除非此等滲漏、污染及污染損毀是因突然、非故意及意料外發生事故所造成。
    - 罰款、刑罰或懲戒性之損失。此條款，將不會增加保單不被包括、及未附帶於此條款中之覆蓋範圍。
  - 因直接或間接受到各類型或數量的石棉影響、及令後果惡化，而提出任何實質或宣稱之損失索償。

如非由香港有效法庭首次作出裁決，有關責任將不會獲得賠償。

**索償程序**

- 任何索償須於本保險有效期屆滿後三十天內知會承保人，而按本保險「個人責任」部份提出之索償，則須儘早以書面通知承保人，最遲亦不得在引致索償之事件發生後超過十四天。提出任何索償均須按承保人之要求，連同有關死亡、疾病、傷殘、受傷或損失之證明，有關證明之費用由索償者負責。
- 所有索償均須連同全面證明資料一併提交，包括：
  - 如屬「醫療費用」、「24小時緊急支援服務」保險：則須提交所有與索償有關之賬單、收據、票據、代用券、合約或協議書，若涉及醫療服務，更須提交醫生報告，闡明接受治療之病症、按醫生意見下傷殘正式開始之日期，及治療過程包括所使用之藥物及服務之摘要。
  - 如屬「人身意外」：則須提交醫院及醫生報告，闡述受傷之性質、程度及傷殘時間；有關之警方報告，如引致死亡，則須連同死亡證明及驗屍報告。
  - 如屬「遺失旅遊證件」：則須二十四小時內向警方或有關之公共交通機構報失及索取有關之報告。
  - 如屬「人身責任」：則須立即以書面知會承保人可能引致之索償，指出事件之性質及情形，並確定未有在未經承保人知悉及書面同意前作任何責任承諾及達成任何和解協議。在事件發生後，應儘快向承保人提交所有充足證明文件，包括傳票、法庭文件、律師信及其他法律書信往來之副本。

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**釋義**

- 「意外」指因暴力、外在及可見因素引致而完全非被保人所能控制之事故。
- 「藍十字全球緊急援助」指承保人或其核准之機構所提供之醫療及有關服務。
- 「身體受傷」乃指純因上述定義之意外，而非涉及其他原因所引致之受傷，並(i)在事件發生後十二個月內引致死亡或(ii)需要接受醫藥及/或手術治療。
- 「合理費用」，就醫療費用而言，乃指被保範圍內之意外事故或病症所須，並經外科醫生或醫生建議為需要之服務所支付的費用，但不得超過該項服務一般正常的收費。
- 「香港」指香港特別行政區。
- 「醫院」指具適當規模並已註冊為醫院，向生病及受傷人士提供收費護理及治療服務之組織，並須設有下述各項：
  - 診病及手術設施。
  - 由註冊畢業護士提供二十四小時護理服務。
  - 有醫生監督。一般診所、酗酒或吸毒人士治療所、療養護理院，或老人院或同類機構，均非「醫院」。
- 「直屬家庭成員」指被保人之法定配偶、子女（親生或領養）、兄弟姊妹、配偶之兄弟姊妹、父母、配偶之父母、祖父母、孫、法定監護人、繼父母或子女。
- 「對及組合」-如組合中之配件遺失或受損，賠償額將依該配件於原組合中所佔之比例計算，而該組合並不會因此而被視為全損。
- 「永久完全傷殘」指因發生意外而令被保人不能從事其正常工作，而該情況持續至少五十二個星期後，經承保人許可之醫生檢定證明該情況將永久完全令被保人失去任何工作和謀生能力，且並無康復希望。
- 「醫生」或「外科醫生」指由西方醫學學位資格，並獲正式牌照或合法註冊登記從事內科/外科診療的人士。
- 「原居地」指被保人旅程開始出發前所處之地方，而有關保險乃於該原居地以外地方有效。除承保人在保險證明書上特別註明外。
- 「保單」指被保人提交之申請表、總保單IBT號、保單資料頁、簽發之保險證明書及任何附加批文。
- 「已存在之病症」任何在受保期間之前已出現病徵或徵兆之疾病、症狀或身體狀況，而受保人當時已知悉或應已知悉者。
- 「經處方之藥水或藥丸」分別指為治療被保範圍內之病症經由醫生處方之藥水或藥丸，並由醫生門診配藥部門或註冊藥劑師配藥。
- 「公共交通工具」指持合法牌照收費載客之公共交通工具，包括多引擎飛機、巴士、火車、輪船、氣墊船、渡輪及的士；承包或私營運輸者除外。
- 「重傷」或「重病」指受保人因受傷或患病而需接受醫生治理、不能繼續原定行程。
- 「恐怖活動」指任何意欲藉著恐怖活動或暴力推翻或影響合法或實際會在政府的機構之代表人士或等所作出的行為。



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

**Blue Cross (Asia-Pacific) Insurance Limited**

藍十字(亞太)保險有限公司



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**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

## ENDORSEMENT

THIS ENDORSEMENT SHALL ATTACH TO AND FORM PART OF THIS POLICY.

### 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.

Subject otherwise to the terms, exceptions and conditions of this Policy which shall remain unaltered insofar as they are applicable hereto and in the event of any inconsistency, this Endorsement shall prevail.

Note: Should there be any discrepancy between the English and the Chinese versions of this endorsement, the English version shall apply and prevail.

### 批單

本批單附加於本保單並構成本保單的一部分。

### 第三者權利

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。

本保單條款、不保事項和條件，如適用於此批單將維持不變，並對上述的附加條款具約束力。若兩者內容有任何抵觸，將以此批單為準。

註：本批單的中英文版本如有差異，以英文版本為準。



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## ENDORSEMENT

This endorsement shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

Notwithstanding anything to the contrary in the Policy, this endorsement is applicable to policies or certificates of insurance issued on or after 19 October 2020.

It is hereby declared and agreed that with effect from the "Effective date" stated above, the following condition shall be inserted under the General Conditions of the terms and conditions of the Policy:-

### **Sanctions Limitation and Exclusion Clause**

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit (i) would expose the Company to any sanction, prohibition or restriction, or (ii) would cause the Company to the exposure to the risk of being sanctioned, prohibited or restricted, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.

## 批註

此批註附加於保單並構成保單的一部分，除本批註所補充或修正的條款之外，本保單的所有其他條款、條件和不保事項將維持不變。倘任何保單的任何條文與本批註內的任何條款相抵觸，概以本批註之條款為準。

儘管本保單另有規定，此批註適用於 2020 年 10 月 19 日或之後繕發的保單或保險證明書。

本批註特此聲明及同意，由上述「生效日期」起，在本保單之條款及細則的一般條件中加入以下條件：

### **制裁限制及不保條款**

儘管本保單有任何相反規定，藉此注意及同意，若本公司就本保單提供的保險，或就此支付的任何賠償或提供的任何保障將使本公司根據聯合國決議或歐盟、英國、美國或適用於本公司的任何司法管轄區的貿易或經濟制裁、法律或法規項下 (i) 面臨任何制裁、禁制或限制，或(ii)導致本公司承受任何制裁、禁制或限制的風險，則本公司不得被視為就本保單提供保險，且本公司亦無須就有關索償支付任何賠償或就本保單提供任何保障。

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