# Overseas Education Protection 海外教育保障計劃

Policy Wording 保單條款



Chubb Travel Insurance

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Claim submission 提交索償申請 Chubb Claim Centre 安達索償中心 圖格圖

24-Hour Emergency Assistance Hotline

24 小時緊急支援熱線

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In consideration of the payment of premium to Us and subject to all the terms and conditions of This Policy, We agree to insure the Insured Person in accordance with This Policy. This Policy shall not come into force unless the insurance application is accepted by Us.

## Part I – Definition of Words

The following defined terms shall have the meaning set out as follows in **This Policy**:

- 1. **A Second Degree Burn** means both the epidermis and the underlying dermis are damaged.
- 2. **A Third Degree Burn** means the damage or destruction of the skin to its full depth and damage to the tissues beneath.
- 3. **Accident** means a sudden, unforeseen and unexpected event happening by chance and **Accidental** shall be construed accordingly.
- 4. **Chubb Assistance** or **Authorised Assistance Service Provider** means the independent service provider appointed by **Us** to provide overseas assistance services to **Insured Persons**.
- 5. **Bodily Injury** means any injury sustained by an **Insured Person** on any part of his/her body which is solely and independently caused by **Accidental** means.
- 6. **Cash** means coins and bank notes.
- 7. **Confinement** means a period of stay in **Hospital** as a Resident In-patient for which the **Hospital** makes a charge for room and board. The word Confined shall be construed accordingly.
- 8. **Daily Business** means eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.
- 9. **Hazardous Occupation** means the job title or nature is aircrew, fisherman, armed occupation (including temporarily armed occupation), jockey, fire fighter, mining worker (including but not limited to coal, zinc, diamond and gold), atomic/nuclear energy related risk, quarrying worker, race track worker, butcher/slaughterer with usage of heavy machine, railway installation and maintenance worker, chemical product manufacturing worker, scaffolder, construction worker, ship crew (except those working at pier only), container terminal crane operator, steeplejack, petroleum and coal products (refining gas, asphalt and lubricating oils), steel manufacturing worker, oil and gas rig worker, professional diver, gondola worker, dock worker, stunt person, explosives (use and manufacturing), aerial photography and excavation (including drilling).
- 10. **Hospital** means an entity established primarily for the reception and medical care and treatment of sick, ailing or injured persons as Resident In-patients, and which meets all of the following requirements:
- complies with the laws of the country in which it operates;
- admits Resident In-patients only under the supervision of a **Physician** or Physicians, one of whom is available for consultation at all times;
- maintains organized facilities for medical diagnosis and treatment of Resident In-patients, and provides (where appropriate) facilities for major surgery within the confines of the property from which the entity operates or in facilities controlled by the entity;
- provides full-time nursing service by and under the supervision of a staff of nurses;
- maintains a legally licensed Physician in residence.
  - Provided that the entity is not:
- a mental institution; an institution whose primary purpose is the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
- a place for the aged; a rest home; a place for drug addicts or alcoholics;

- a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extendedcare facility or rest home.
- 11. **Immediate Family Member** means **Insured Student's** spouse, parents, parents-in-law, grandparents, siblings, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardians.
- 12. **Insured Parent/Guardian** means a person named as **Insured Parent/Guardian** in the **Policy Schedule**.
- 13. Insured Person means Insured Student and/or Insured Parent/Guardian.
- 14. **Insured Student** means a person named as **Insured Student** in the **Policy Schedule**.
- 15. **Kidnapped** means the illegal abduction and holding hostage of the **Insured Student** for the purpose of making demands.
- 16. **Loss of Hearing** means **Permanent** irrecoverable total loss of hearing in an ear in that the hearing is beyond remedy by surgical or other treatment.
- 17. **Loss of Limb** means **Permanent** irrecoverable and total loss of use or loss by physical separation at or above the wrist or ankle joint of a limb.
- 18. **Loss of Sight** means **Permanent** irrecoverable total loss of sight in an eye in that the eye is beyond remedy by surgical or other treatment.
- 19. **Loss of Speech** means **Permanent** irrecoverable and total loss of speech beyond remedy by surgical or other treatment.
- 20. **Medical Expenses** means all reasonable and customary costs necessarily incurred, in respect of an **Insured Student** as a result of **Bodily Injury** sustained or **Sickness** contracted, for **Confinement** or outpatient treatment, surgical, medical, or other diagnostic or remedial treatment given or prescribed by a **Physician**, including employment of a nurse, x-ray examination or the use of an ambulance as the result of an emergency.
- 21. Overseas Studying Institution means an accredited educational institution located outside Hong Kong in which an Insured Student is registered as a student and which was stated in the application for This Policy.
- 22. **Period of Insurance** means the period stated in the **Policy Schedule**.
- 23. **Permanent** means a state lasting twelve (12) consecutive months from the date of **Accident** and at the end of that period being beyond hope of improvement.
- 24. **Permanent Total Disability** means an **Insured Person** being prevented from engaging in any occupation or employment for compensation or profit for which that **Insured Person** is reasonably qualified by education, training or experience, or if an **Insured Person** has no business or occupation, from performing any **Daily Business** which would normally be carried out by the **Insured Person** in his/her daily life and such disability has continued for twelve (12) consecutive months and which a **Physician** certifies to be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
- 25. **Personal Money** means coins, bank notes, **Personalized Octopus Card**, postal or money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, identity card, travel documents, driving license, and petrol or other coupons which can be used and will be accepted as a medium of exchange.
- 26. **Personalized Octopus Card** means a Octopus Card for which the **Insured Person** has provided the issuer of the Octopus Card with his/her personal details to enable them to identify him/her as the owner of the Octopus Card.

- 27. **Personal Property** means personal belongings of an **Insured Student** or for which he/she is responsible which are taken by him/her on the **Study Trip** or acquired by him/her during the **Study Trip**.
- 28. **Physician** means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat **Sickness** or **Bodily Injury**, and who is not a relative of an **Insured Person** or an **Insured Person**.
- 29. **Policy Schedule** means the schedule which **We** send to the **Policyholder/Insured Student** at the commencement of the policy, as may be amended or replaced by **Us** from time to time, which sets out the level of benefits available to the **Insured Student** under **This Policy**.
- 30. Policyholder means an applicant of This Policy named as Policyholder in the Policy Schedule.
- 31. **Pre-existing Medical Condition** means **Bodily Injury** sustained or **Sickness** suffered by an **Insured Person** for which he/she has been diagnosed or exhibits symptoms or in relation to which an **Insured Person** should reasonably have received medical treatment, consultation, prescribed drugs or advice from a **Physician** prior to the effective date of **This Policy**.
- 32. **Public Conveyance** means any mechanically propelled carrier operated by a company or an individual licensed to carry passengers for hire.
- 33. **Resident In-patient(s)** means an **Insured Student** who is Confined as a resident bed patient in a **Hospital** and whose **Confinement** is necessary for the medical care, diagnosis and treatment of a **Sickness** or **Bodily Injury** covered by **This Policy**, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
- 34. **Riot** means the act of any person taking part together with or without others in any disturbance of the public peace (whether in connection with a **Strike** or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or minimize the consequences of such disturbance.
- 35. **Serious Bodily Injury or Serious Sickness** means **Bodily Injury** or **Sickness** which causes an **Insured Student** total disablement which prevents him/her from performing any three (3) functions of **Daily Business** and has lasted or is likely to last for at least fourteen (14) consecutive days provided it is certified by a **Physician**.
- 36. **Sickness** means illness or disease which is the direct and independent cause of loss for which claim is made, and which requires the attendance of a **Physician**, and **Physician's** certificate with diagnosis can be provided.
- 37. **Strike** means the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
- 38. **Study Trip** means a journey undertaken by an **Insured Student** outside Hong Kong for the purpose of furthering his/her study at an **Overseas Studying Institution** and which shall be deemed to commence: (i) at the time the **Insured Student** leaves his/her place of residence in Hong Kong to go directly to the departure point; or (ii) three (3) hours before the scheduled departure time of the carrier in which the **Insured Student** has arranged to travel, whichever is the later; and shall be deemed to cease: (i) at the time the **Insured Student** returns to his/her place of residence in Hong Kong; or (ii) three (3) hours after the scheduled arrival time of the carrier in which the **Insured Student** travels; or (iii) the date on which the Policy is terminated, whichever is the earliest. Any leisure trip taken by an **Insured Student** during such **Study Trip** shall also be covered.
- 39. **Studying Country** means a country where the **Overseas Studying Institution** is located and which is stated in the **Policy Schedule**.
- 40. **Sum Insured** means the amount of cover available under each coverage stated in the **Policy Schedule** or any endorsement.
- 41. **This Policy** means this policy, application, **Policy Schedule**, attachment(s) and any endorsement(s) to the same that may have been made from time to time.

- 42. **Tuition** means a sum charged for instruction at the **Overseas Studying Institution** for required courses (including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any cost of textbooks, room and board).
- 43. We/Us/Our means Chubb Insurance Hong Kong Limited.

## Part II – Description of Coverage

## Coverage A - Medical Expenses

If during the **Period of Insurance**, an **Insured Student** sustains **Bodily Injury** or suffers from **Sickness** in the course of a **Study Trip** which directly causes or results in the necessity for medical treatment and as a result of which **Medical Expenses** are incurred, **We** will pay for the **Medical Expenses** actually incurred subject to a maximum of one hundred percent (100%) of the **Sum Insured** for **Medical Expenses** per policy year stated in the **Policy Schedule** with a maximum of twenty-five (25) outpatient visits. In addition, **We** shall only be liable for the **Medical Expenses** within a period of twelve (12) consecutive months beginning with the date upon which the **Medical Expenses** were first incurred.

## **Follow Up Medical Treatment Extension**

In the event of necessary follow up medical treatment after the Insured Student's return to Hong Kong, this coverage will be extended to cover **Medical Expenses** incurred within three (3) consecutive months after his/her return to Hong Kong, subject to a maximum of HK\$100,000 per policy year.

#### Coverage B - Chubb Assistance - 24 Hour Worldwide Assistance Services

#### 1. Chubb Assistance - Emergency Hotline Assistance Service

In the event that any of the services listed below are required, the **Insured Student** or his/her representatives shall call **Our** 24-Hour Emergency Hotline at (852) 3723 3030 for assistance. The person making the call will be required to identify the Insured Student's name and policy number.

Travel assistance includes:

- Inoculation and visa requirement information
- Embassy referral
- Interpreter referral
- Loss of luggage assistance
- Loss of travel document assistance
- Weather and exchange rate information assistance
- Emergency reservation for airline and hotel

Medical assistance includes:

- Telephone medical advice
- Medical service provider referral
- Monitoring of medical conditions when hospitalized
- Arrangement of appointments with doctors
- Arrangement of **Hospital** admission

### 2. Emergency Medical Evacuation and Repatriation

If during the **Period of Insurance**, an **Insured Student** sustains **Serious Bodily Injury** or suffers from **Serious Sickness** and requires emergency medical evacuation and/or repatriation services in the

course of a **Study Trip**, **We** will pay the cost of transportation less any monies refundable from the original return airfare, medical services and medical supplies up to a maximum of one hundred percent (100%) of the **Sum Insured** for Emergency Medical Evacuation and Repatriation per policy year stated in the **Policy Schedule**. The transfer of the Insured Student, means and final destination of evacuation will be decided by **Authorised Assistance Service Provider** and will be based entirely upon medical necessity.

#### 3. Repatriation of Mortal Remains

Upon the death of an **Insured Student** as a result of **Serious Bodily Injury** sustained or **Serious Sickness** suffered in the course of a **Study Trip** during the **Period of Insurance**, **We** will pay the cost for transporting the Insured Student's mortal remains from the place of death to Hong Kong, or the cost of local burial at the place of death as approved by **Authorised Assistance Service Provider** up to a maximum of one hundred percent (100%) of the **Sum Insured** for Repatriation of Mortal Remains per policy year stated in the **Policy Schedule**.

#### Coverage C - Compassionate Visit

If during the **Period of Insurance**, an **Insured Student** sustains **Serious Bodily Injury** or suffers from **Serious Sickness** in the course of a **Study Trip** and is Confined in a **Hospital** as a **Resident In-patient** for over five (5) consecutive days, We will pay for one adult **Immediate Family Member**: (i) the cost of one economy round trip ticket for visiting the Insured Student; and (ii) the cost of an ordinary room accommodation in any reasonable hotel for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals, and other room services. **We** will pay the cost of such compassionate visit subject to a maximum of one hundred percent (100%) of the **Sum Insured** for Compassionate Visit per policy year stated in the **Policy Schedule**.

#### Coverage D – Study Interruption

If during the **Period of Insurance**, an **Insured Student** is unable to continue his/her education because of suffering from **Serious Bodily Injury or Serious Sickness** in the course of a **Study Trip** which results in:

- (i) Hospital Confinement; and
- (ii) temporary disability for more than thirty (30) days; and
- (iii) continuous medical treatment and supervision from a **Physician**,

We will pay up to a maximum of one hundred percent (100%) of the **Sum Insured** for Study Interruption per policy year stated in the **Policy Schedule** either for: (i) re-attending **Tuition** if he/she is required to pay in order to re-attend his/her missing courses after his/her recovery; or (ii) the portion of forfeited **Tuition** of this interrupted semester provided a **Physician's** certification of his/her **Permanent** disability and incapacity to continue the **Study Trip** following such **Serious Bodily Injury or Serious Sickness** is submitted.

#### **Exclusions to this coverage D:**

1. Any **Tuition** refundable or recoverable from any other source.

Coverage E – Accidental Death and Permanent Disability

If during the **Period of Insurance**, an **Insured Student** sustains **Bodily Injury** in the course of a **Study Trip** which directly causes or results in his/her death or disability within twelve (12) consecutive months from the date of **Accident**, **We** will pay the benefits in the form of the following percentage of the **Sum Insured** for **Accident** death and **Permanent** disability stated in the **Policy Schedule**:

| Category                           | Percentage of the Sum Insured stated in the Policy Schedule |
|------------------------------------|---|
| <ol> <li>Accident death</li> </ol> | 100%  |
| 2. Permanent Total Disability      | 100%  |

| 3. <b>Permanent</b> Loss or Incurable Paralysis of All Limbs      | 100% |
|---|------|
| 4. <b>Permanent</b> Total <b>Loss of Sight</b> in both eyes       | 100% |
| 5. <b>Permanent</b> Total <b>Loss of Sight</b> in one eye         | 100% |
| 6. Loss of or the <b>Permanent</b> Total Loss of two Limbs        | 100% |
| 7. Loss of or the <b>Permanent</b> Total Loss of one Limb         | 100% |
| 8. <b>Permanent</b> and Total <b>Loss of Speech</b> and Hearing   | 100% |
| 9. <b>Permanent</b> and Total <b>Loss of Hearing</b> in both ears | 75%  |
| 10. Permanent and Total Loss of Hearing in one ear                | 15%  |
| 11. Permanent and Total Loss of Speech                            | 50%  |
| 12. A Second Degree Burn / A Third Degree Burn                    |      |
| On 50% or more of body surface                                    | 14%  |
| On 30% or more of body surface                                    | 7%   |
| On 20% or more of body surface                                    | 6%   |
| On 10% or more of body surface                                    | 3%   |
| On 5% or more of body surface                                     | 2%   |

#### **Special Conditions to this coverage E:**

- 1. For any **Insured Student** aged under eighteen (18) at the time of **Accident**, **We** shall pay the above percentage subject to a maximum limit of HK\$500,000.
- 2. **Permanent** and total loss of organ(s) includes **Permanent** and total loss of the use of such organ(s).
- 3. **We** shall pay compensation under this coverage for only one item of loss with the greatest amount and not more than the **Sum Insured** stated in the **Policy Schedule** for all of the Bodily Injuries resulting from one **Accident**.
- 4. Exposure: If during the **Period of Insurance**, an Insured Student, by reason of a **Bodily Injury** sustained is unavoidably exposed to the elements in the course of a **Study Trip** and, as a direct and unavoidable result of such exposure, suffers death within twelve (12) consecutive months from the date of **Accident**, the death benefit specified under Coverage E shall become payable subject to the terms and conditions of **This Policy**.
- 5. Disappearance: If an Insured Student's body has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the **Insured Student** was travelling at the time of the **Accident** and under such circumstances as would otherwise be covered, it will be presumed that the **Insured Student** suffered death resulting from **Bodily Injury** caused by an **Accident** covered by **This Policy** at the time of such disappearance, sinking or wrecking.
- 6. Once the **Sum Insured** for **Accidental** death and **Permanent** disability has been exhausted by a payment or payments **We** make under this coverage, **This Policy** shall immediately cease to be in force. If the aggregate amount paid under this coverage in respect of an **Insured Student** is less than one hundred percent (100%) of the **Sum Insured** for **Accidental** death and **Permanent** Disability, the **Sum Insured** for **Accidental** death and **Permanent** disability shall be reduced to the balance of the **Sum Insured** for **Accidental** death and **Permanent** disability that remains unpaid.

- 7. If an **Insured Student** suffers from **Loss of Limb** or loss of an organ, which was already partially dysfunctional prior to an **Accident** and such a limb or such an organ becomes totally dysfunctional as a result of such an **Accident**, a reduced amount will be payable under the relevant category listed in category 2 to 11 above. **We** will determine the amount of reduction at **Our** sole discretion. No payment however shall be made in respect of any limb or organ which was totally dysfunctional prior to an **Accident**.
- 8. If a payment has been made in respect of any **Permanent** disability and **Accidental** death occurs within twelve (12) consecutive months of the date upon which the relevant **Bodily Injury** was sustained, then **We** shall pay the difference (if any) between the amount payable for the **Permanent** disability and the amount payable for **Accidental** death.

## **Exclusions to this coverage E:**

1. **Sickness**, disease, or any bacterial infection even if contracted by **Accident** is not covered, unless the bacterial infection is the direct result of an accidental cut or wound.

## Coverage F – Education Fund

If during the **Period of Insurance**, an **Insured Parent/Guardian** sustains **Bodily Injury** which directly causes or results in his/her **Accidental** death or **Permanent Total Disability** within twelve (12) consecutive months from the date of **Accident**, **We** will pay the Education Fund benefit up to the maximum **Sum Insured** stated in the **Policy Schedule** to the **Insured Student** as a subsidy for the continuation of his/her education.

### **Special Conditions to this coverage F:**

1. This coverage F shall immediately be terminated following the payment of this benefit.

#### **Exclusions to this coverage F:**

1. **Sickness**, disease, or any bacterial infection even if contracted by **Accident** is not covered, unless the bacterial infection is the direct result of an accidental cut or wound.

#### Coverage G – Personal Property

If during the **Period of Insurance**, an **Insured Student** sustains loss of or damage to his/her **Personal Property** in the course of a **Study Trip**, **We** will pay (at **Our** option) to reinstate, repair or replace the lost or damaged property up to a maximum of one hundred percent (100%) of the **Sum Insured** for **Personal Property** per policy year stated in the **Policy Schedule**.

## **Special Conditions to this coverage G:**

- 1. The payment **We** will make under this coverage G will be the reinstatement, repair or replacement cost of the lost or damaged property after a reduction has been made for physical deterioration, depreciation, wear and tear and/or obsolescence.
- 2. For **Accidental** loss of a laptop computer, the maximum limit will be HK\$8,000 (including all and any accessories); for other **Personal Property**, the maximum limit will be HK\$2,000 for each item/set/pair.
- An Insured Student must take every possible step to safeguard his/her accompanied baggage or Personal Property, and not leave them unattended.
- 4. Where loss or damage to **Personal Property** is due to theft or malicious act, an **Insured Student** must report the incident giving rise to the loss or damage to the local police or report to the **Public Conveyance** carrier if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence.
- 5. **We** shall be entitled to take and keep possession of the lost or damaged **Personal Property** and to deal with salvage at **Our** absolute discretion.

#### **Exclusions to this coverage G:**

- 1. Any unexplained loss or damage.
- 2. Any **Personal Property** which was left unattended.

- 3. Loss of or damage to any **Personal Property** caused by 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.
- 4. Loss of or damage to hired or leased equipment or any **Personal Property** forwarded in advance of a **Study Trip** or separately mailed or shipped other than in a **Public Conveyance** carrying the **Insured Student** at the same time.
- 5. **Personal Money**, antiques, contracts, bonds, securities, animals, software, mobile phone (including but not limited to PDA phone/smart phone and other accessories), jewellery that is not worn or carried by the **Insured Student** at the time of loss or damage, vehicles or any other conveyances or their accessories.
- 6. No coverage shall be provided within Hong Kong territory.
- 7. Any loss of or damage to any **Personal Property** incurred within the city of the **Overseas Studying Institution**, unless the loss or damage occurs in transit when the **Insured Student** is on the way back to the **Overseas Studying Institution** from another city or country provided a report from the **Public Conveyance** carrier is obtained within twenty-four (24) hours of the occurrence.

#### Coverage H - Loss of Travel Document

If during the **Period of Insurance**, an **Insured Student** loses his/her passport, identity card or visa arising out of robbery, theft or burglary in the course of a **Study Trip**, **We** shall reimburse the replacement fees subject to a maximum of one hundred percent (100%) of the **Sum Insured** for Loss of Travel Document per policy year stated in the **Policy Schedule**. Any claim must be accompanied by written documentation from the police having jurisdiction at the place of loss and reported within twenty-four (24) hours of the loss.

#### Coverage I - Personal Liability

**We** will pay any amount which the **Insured Student** is legally liable to pay as compensation for an **Accident** occurring in the course of a **Study Trip** during the **Period of Insurance** which causes **Bodily Injury** to any other person or destruction of property of others. **Our** liability shall be limited to a maximum of one hundred percent (100%) of the **Sum Insured** for Personal Liability per policy year stated in the **Policy Schedule**.

#### **Exclusions to this coverage I:**

- Bodily Injury to any person who is a relative of the Insured Student, or damage to property which belongs to the Insured Student or a relative of the Insured Student, or which is in the Insured Student's custody or control.
- 2. Damages relating to any liability assumed under a contract.
- 3. The ownership, possession, lease or rental of any vehicles, aircraft, firearms or animals.
- 4. The undertaking of any trade or profession.
- 5. Any criminal acts or proceedings.
- 6. In respect of claims of whatever nature directly or indirectly caused by:
  - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

#### Coverage J - Loss of Cash

If during the **Period of Insurance** an **Insured Student** sustains loss of his/her **Cash** in the course of a **Study Trip**, **We** will indemnify the **Insured Student** for such loss subject to a maximum of one hundred percent (100%) of the **Sum Insured** for Loss of Cash per policy year stated in the **Policy Schedule**.

## **Special Conditions to this coverage J:**

- 1. An **Insured Student** shall take all reasonable and necessary precautions for the safety of his/her **Cash**.
- 2. Loss of Cash must be reported to the police having jurisdiction at the place where the loss occurs within twenty-four (24) hours from the occurrence.
- 3. 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.

#### Coverage K – Travel Delay

**We** shall pay HK\$500 for each full eight (8) consecutive hours delay up to a maximum of one hundred percent (100%) of the **Sum Insured** for Travel Delay per policy year stated in the **Policy Schedule** in the event any airline or **Public Conveyance** in which the **Insured Student** has arranged to travel is delayed for at least eight (8) hours from the time specified in the itinerary due to industrial action (except those already taking place prior to the commencement of a **Study Trip**) by the employees of the **Public Conveyance**.

#### Coverage L – Baggage Delay

If during the **Period of Insurance**, **Personal Property** has been delayed on delivery or temporarily mislaid by the **Public Conveyance** carrier for more than eight (8) consecutive hours from the actual arrival time of the **Insured Student** in the course of a **Study Trip**, **We** shall indemnify the **Insured Student** for any reasonable expenses incurred by the **Insured Student** in purchasing essential replacement clothing and toiletries subject to a maximum of one hundred percent (100%) of the **Sum Insured** for Baggage Delay per policy year stated in the **Policy Schedule**.

## **Special Conditions to this coverage L:**

- 1. The delay must be certified by an official Baggage Irregularity Report from the **Public Conveyance** carrier.
- 2. Original receipt(s) must be produced by the **Insured Student** showing details of the expenditures when a claim arises.

#### **Exclusions to this coverage L:**

- If the Insured Person receives compensation for the same loss from the relevant Public Conveyance carrier.
- 2. Any expenses incurred in Hong Kong when an **Insured Student** is on his/her way back to Hong Kong.
- 3. Any expenses incurred in the country of the **Overseas Studying Institution** when an **Insured Student** is on his/her way back to the **Overseas Studying Institution**.
- 4. Unexplained delay, delay due to confiscation or detention by customs or any other authority, or delay of any **Personal Property** forwarded in advance of a **Study Trip** or separately mailed or shipped other than in the **Public Conveyance** carrying the **Insured Student** at the same time is not covered.

#### Coverage M - Trauma Counseling Benefit

If during the **Period of Insurance**, an **Insured Student** witnesses and/or is the victim of a traumatic event in the course of a **Study Trip** such as, but not limited to, rape, armed hold up, assault, natural disaster or acts of terrorism, **We** will reimburse the cost of trauma counseling which is recommended by the Insured Student's **Physician** subject to HK\$1,500 per visit and a maximum of one hundred percent (100%) of the **Sum Insured** for Trauma Counseling Benefit per policy year stated in the **Policy Schedule**.

If during the **Period of Insurance** an **Insured Student** is **Kidnapped** in the course of a **Study Trip**, **We** shall pay a daily benefit of HK\$500 for each completed twenty-four (24) hour period the **Insured Student** is **Kidnapped** subject to a maximum of thirty (30) days and one hundred percent (100%) of the **Sum Insured** for Kidnap Benefit per policy year stated in the **Policy Schedule**.

#### Part III – General Exclusions

We will not pay any amount to an **Insured Person** which directly or indirectly results or arises from the following:

- 1. Any **Pre-existing Medical Condition**, congenital or heredity condition.
- 2. Suicide, attempted suicide or intentional self-infliction of **Bodily Injury** while sane or insane.
- 3. Any condition resulting from pregnancy, abortion, childbirth, miscarriage, infertility and other complications arising therefrom, cosmetic surgery or venereal disease.
- 4. Dental care except the damage of sound and natural teeth as a result of an Accident.
- 5. Mental or nervous disorders, insanity, psychiatric condition or any behavioral disorder.
- 6. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, rebellion, insurrection, hostilities (whether war is declared or not), direct participation in **Strike**, **Riot** and civil commotion, or from an **Insured Person** performing duties as a member of armed forces, or as a volunteer and engaged in war or crime suppression.
- 7. Participation in professional sports events where an **Insured Person** would or could earn income or remuneration from engaging in it, any kind of racing (except on foot), mountaineering, except as arranged by the **Overseas Studying Institution**.
- 8. Prohibition or regulation by any government, or customs detention.
- 9. Damages relating to unlawful, willful or malicious acts of an **Insured Person**.
- 10. Actions of an **Insured Person** while under the influence of alcohol or drugs to the extent of legal impairment.
- 11. Riding in any aircraft except as a fare-paying passenger in a properly licensed aircraft flown by a qualified pilot.
- 12. An **Insured Person 's** actions in the course of committing a felony or while under arrest by authorities because of commission of a felony.
- 13. AIDS or AIDS Related Complex, any **Accidental Bodily Injury** or **Sickness** commencing at the time of or subsequent to a sero-positive test for HIV or related disease, or any other sexually transmitted diseases.
- 14. The **Insured Person** performing the duty of or being employed under a **Hazardous Occupation**.
- 15. Consequential loss of any kind.
- 16. 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.
- 17. Any payment under **This Policy** with respect to the cost of prosthesis, hearing aids, dentures and other medical equipment or optical treatment unless approved by **Us**.
- 18. The purpose of the **Study Trip** is to obtain medical care.
- 19. Any loss or expenses with respect to Cuba.

## Part IV – General Conditions

- 1. Hijack Extension: If during a **Study Trip** an **Insured Student** is a victim of a hijack, the coverage provided by **This Policy** shall continue until such time as the **Insured Student** has returned to Hong Kong subject to a maximum period of twelve (12) consecutive months from the date of the hijack.
- 2. Age Limit: Coverage is available to **Insured Student** from ten (10) to thirty (30) years of age; **Insured Parent/Guardian** up to seventy-five (75) years of age.

- 3. Entire Contract: The Policy, together with all endorsements, **Policy Schedule**, application form and other attachments, if any, constitute the entire contract of insurance. The Policy shall not be modified except by written amendment attached hereto and signed by **Our** authorised representative.
- 4. Duplicate Coverage: If the **Insured Student** has more than one Overseas Education Protection Policy with **Us**, **We** shall be liable to pay the benefit under one Policy only.
- 5. Notice and Sufficiency of Claim: Written notice of claim must be given to **Us** as soon as is reasonably possible, and in any event within thirty (30) days from the first day of the insured event giving rise to the claim under **This Policy**. Notice given by or on behalf of the **Insured Person** or claimant to **Us** with information sufficient to identify the **Insured Person** shall be deemed valid notice to **Us**. Upon receiving a notice of claim, **We** will furnish to the claimant such forms as it usually provides for filing proof of claim. The **Insured Student** or claimant shall, at his/her own expense, provide to **Us** such certificates, information and evidence as **We** may from time to time require in connection with any claim under **This Policy** and in the form prescribed by **Us**. Proof of all claims must be submitted to **Us** within one hundred and eighty (180) days from the first day of the insured event giving rise to the claim.
- 6. Claims Investigation: In the event of a claim, **We** may make any investigation **We** deem necessary and the **Policyholder/Insured Student** shall co-operate fully with such investigation. Failure by the **Policyholder/Insured Student** to co-operate with **Our** investigation may result in denial of the claim or cancellation of the Policy.
- 7. Compliance with Policy Provisions: Failure by the **Policyholder/Insured Student** to comply with any of the provisions contained in **This Policy** shall invalidate all claims hereunder.
- 8. Physical Examinations and Autopsy: **We** have the right at **Our** expense to have an **Insured Person** examined as often as reasonably necessary while a claim is pending. **We** may also require an autopsy to be carried out unless an autopsy is prohibited by law.
- 9. Other Insurance (Applicable to Coverage A to D, G to J, L to M): If a covered loss under **This Policy** is insured under any other valid policy, prior or current, then **This Policy** shall cover such loss, subject to its limitations, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- 10. Legal Action: No legal action shall be brought to recover on **This Policy** until sixty (60) days after **We** have been given written proof of loss. No such action shall be brought after three (3) years from the date of loss.
- 11. Rights of Recovery: In the event that, We or Our authorized representatives (include Authorised Assistance Service Provider) authorise payment and/or make a payment under This Policy, We reserve the right to recover against the Policyholder/Insured Student the full sum which has been paid, or for which We are liable, to the Hospital to which the Insured Student has been admitted, less Our liability under the terms of This Policy.
- 12. Subrogation: **We** have the right to proceed at our own expense in the name of **Insured Person** against third parties who may be responsible for an occurrence giving rise to a claim under **This Policy**.
- 13. Assignment: No assignment of interest under **This Policy** shall be binding upon **Us**.
- 14. Beneficiary change: No change of Beneficiary under **This Policy** shall bind **Us**, unless **We** have consented to the change. However, any beneficiary designation is for the Insurer's record only, the assignment of beneficiary will be subject to the Hong Kong Ordinance. The Insurer shall in any event have no responsibility whatsoever as regards the validity or otherwise of any such notification. Beneficiary of **This Policy**: The death payment will be paid to the Insured Student's estate. All other payments under **This Policy** will be made to the **Policyholder**, except payments under Coverage B which shall be paid to **Authorised Assistance Service Provider** or any other provider of services rendered to the Insured Student.
- 15. Geographical Limit and Operative Time: (i) Coverage F: Cover shall apply 24 hours a day anywhere in the world; (ii) Other coverages: Cover shall apply twenty-four (24) hours a day anywhere in the world during the course of a **Study Trip**.
- 16. Change of Location of **Overseas Studying Institution**: It is a condition of **This Policy** that any change of location of **Overseas Studying Institution** to a different **Studying Country** shall be reported to **Us** as soon as possible.

- 17. Termination of Policy: **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 his/her insurance broker. In the event of such termination, **We** will return promptly the pro-rata unearned premium to the **Policyholder**. However, **We** will not be required to give notice of termination in the event of the occurrence of one or more of the following (which shall also have the effect of immediately terminating **This Policy**):
  - non-payment of any Premium;
  - conviction of a crime arising out of acts materially increasing the risks insured against;
  - fraud or material misrepresentation on the part of the Policyholder or the Insured Person;
  - engage in any act or omission which under **This Policy** the **Policyholder** or **Insured Person** is required to notify to **Us**, but the **Policyholder** fails to notify to Us;
  - engage in any such act or omission which under the terms of **This Policy** authorises **Us** to refuse to pay a claim either in whole or in part.
  - breach a provision of **This Policy**;
  - breach a duty of upmost good faith;

The **Policyholder** may cancel **This Policy** by giving **Us** not less than thirty (30) days prior written notice. Upon such termination, earned premium shall be computed in accordance with the applicable percentage indicated below, but in no event less than **Our** customary minimum premium (if any):

| Percentage of Annual Premium |      |
|------------------------------|------|
| 2 Months (Minimum)           | 40%  |
| 3 Months                     | 50%  |
| 4 Months                     | 60%  |
| 5 Months                     | 70%  |
| 6 Months                     | 75%  |
| Over 6 Months                | 100% |

Termination will not affect valid claims already notified to  $\mathbf{U}\mathbf{s}$  in accordance with General Condition 5 of **This Policy**.

- 18. Dispute Resolution: The parties shall submit any dispute arising out of or in connection with **This Policy** to a neutral adviser appointed by agreement between the parties to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring the dispute to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement between the parties within twenty-eight (28) days after notice is given, the dispute shall be referred to arbitration as set out below. The parties shall, with the assistance of the neutral adviser appointed in accordance with this clause, seek to resolve the dispute by using an alternative dispute resolution procedure agreed between them or, in default of such agreement, established by the neutral adviser. If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties (and, if applicable, the neutral adviser), whereupon it shall become binding upon the parties. If (i) any party fails or refuses to agree to or participate in the alternative dispute resolution procedure, or (ii) in any event the dispute is not resolved within ninety (90) days after it has arisen, the dispute shall be finally settled by arbitration using any of the rules available to the Hong Kong International Arbitration Centre (HKIAC). The place of the arbitration shall be in Hong Kong. The arbitral tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The tribunal shall have the widest possible discretion permitted under the law governing the arbitral procedure when making such orders or directions. The language of the arbitration shall be English.
- 19. Fraud or Mis-statement: Any false statement in the policy application or concerning any claim shall result in **Our** right to repudiate liability under **This Policy**.
- 20. Jurisdiction: **This Policy** shall be governed and construed in accordance with the laws of Hong Kong. Any dispute under **This Policy** shall be settled in accordance with the laws of Hong Kong.
- 21. Compliance with Applicable Economic and Trade Sanctions Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to EU, UN and Hong Kong sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

22. Third Party Rights: 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.

## Part V – How To Make A Claim

The Claimant should submit a claim within thirty (30) days of the event taking place to <u>Chubb Claim Centre</u> (<u>www.chubbclaims.com.hk</u>). You can simply scan the below QR code to access the Chubb Claim Centre on your smartphone or tablet.



Alternatively, you can complete a claim form and submit together with the travel documents and the following documents as appropriate to Chubb Insurance Hong Kong Limited within thirty (30) days of the event taking place. Please call 3191 6611 for further assistance.

\* For English submission only.

## Personal Information Collection Statement

The Company ("We/Us") want to ensure that Our Insured Persons ("You") are confident that any personal data collected by Us is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** ("**Personal Data**"), the circumstances when **Personal Data** may be disclosed and information regarding Your rights to request access to and correction of **Personal Data**.

#### (a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering Your application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. **We** may also use your **Personal Data** in other ways with your consent.

## (b) Direct marketing

Only with your consent, **We** may also use your contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS. Tick the box below if **You** do not consent to receive such marketing information from **Us**.

#### (c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell Your **Personal Data** to any third party. **We** limit the disclosure of Your **Personal Data** but, subject to the provisions of any applicable law, Your **Personal Data** may be disclosed to:

- (i) third parties who assist Us to achieve the purposes set out in paragraphs a and b above. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of Your **Personal Data** outside of Hong Kong.

#### (d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance ("PDPO"), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct Your **Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of Personal Data should be addressed in writing to:

Chubb Data Privacy Officer 39/F, One Taikoo Place 979 King's Road Quarry Bay, Hong Kong O +852 3191 6222 F +852 2519 3233 E Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. **We** will not charge **You** for lodging a request for access to Your **Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

根據向我們繳付保費,並按照本保單所載的條文和條款的規限下,我們同意根據本保單向受保人提供保障。除非我們接受保險申請,否則本保單將不會生效。

## 第一部分— 詞彙釋義

在本保單中,下列詞彙應具有下列涵義:

- 1. 二級燒傷指皮膚表皮及真皮層均受損。
- 2. 三級燒傷指皮膚損傷或徹底被破壞,使皮下組織受損。
- 意外指一宗不可預見及意料之外的突發事件,其須為偶然發生,而意外事故一詞須據此解釋。
- 4. **Chubb Assistance** 或**獲授權支援服務供應商**指由**我們**指定向**受保人**提供海外支援服務的獨立服務供應商。
- 5. 身體損傷指僅由於**意外事故**獨立引致的**受保人**身體任何部分的任何傷害。
- 6. 現金指硬幣及銀行紙幣。
- 7. **入院**指以住院病人的身份暫住於**醫院**的期間,在此期間**醫院**收取病房及膳食的費用。住院一詞須據此解 釋。
- 8. **日常活動**指在無需幫助的情況下吃飯、穿衣、洗澡、如廁及上/下床。
- 9. 危險工作指職位名稱或性質為空中服務員、漁民、持械工作(包括臨時持械工作)、騎師、消防員、採礦工人(包括但不限於煤炭、鋅、鑽石和金)、與原子/核能相關的風險、採石工人、賽馬場工人、使用重型機械的屠宰員/屠宰者、鐵路安裝和維修人員、化工產品製造工人、腳手架工人、建築工人、船員(僅在碼頭工作的人員除外)、貨櫃場起重機操作員、高空作業人員、石油和煤炭產品(煉油氣、瀝青及潤滑油)、鋼鐵製造工人、石油和天然氣鑽機工人、專業潛水員、吊船工人、碼頭工人、特技演員、炸藥(使用和製造)、航空攝影和挖掘(包括鑽探)。
- 10. **醫院**指主要為接收患病、身體不適或受傷的住院病人及為其提供醫療護理及治療而建立並滿足以下所有要求的實體:
- 遵守其經營所在國家的法律;
- 僅在醫生(其中一名醫生可隨時進行診治)的監督下接收住院病人;
- 具備組織有序的設施,以為住院病人提供醫學診斷和治療,並在實體經營所在的物業範圍內或在實體控制的設施內提供(於適當時)進行重大手術的設施;
- 在護士的監督下及由護士提供全天候的護理服務;
- 醫院配備合法持有執照的**醫生**。

#### 惟該實體並非

- 精神病院;主要提供精神科或心理病治療(包括智能障礙)之機構;醫院的精神科
- 老人院、療養院、戒毒或戒酒中心;
- 健康水療或自然療法診所;護養院或康復中心;醫院內主要用於治療吸毒或酗酒者、或作為護養、療養、康復、延續護理設施或療養院的特殊單位。
- 11. **直系親屬指受保學生**的配偶、父母、配偶的父母、祖父母、兄弟姐妹、兒子、女兒、女婿、兒媳、兄弟、姐妹、孫子女或合法監護人。
- 12. 受保父母/監護人指承保表內被稱為受保父母/監護人的人士。
- 13. 受保人指受保學生及/或受保父母/監護人。
- 14. 受保學生指承保表內被稱為受保學生的人士。
- 15. ## 指為提出勒索要求而非法拐帶和扣押受保學生作為人質。

- 16. 喪失聽覺指耳部永久無法恢復的完全聽力損失,而聽力無法透過手術或其他治療方式補救。
- 17. **斷肢**指四肢中手腕或足踝或其以上部位**永久**無法恢復及完全無法使用或被切斷。
- 18. 喪失視力指眼部永久無法恢復的完全視力失損,而眼部無法透過手術或其他治療方式補救。
- 19. 喪失語言能力指永久無法恢復且無法透過手術或其他治療方式補救的完全語言能力喪失。
- 20. **醫療費用指受保學生**因身**體損傷**或身患**疾病而入院**或接受由**醫生**提供或囑咐的門診治療、手術、醫學或其他診斷或補救性治療(包括僱用護士、X光檢查或因急診使用救護車)所產生的所有合理及慣常的必要費用。
- 21. 海外教育學院指受保學生註冊成為學生且載列於本保單申請書內的位於香港以外的獲認可教育機構。
- 22. 受保期間指承保表所列的期間。
- 23. 永久指意外發生之日起連續維持十二(12)個月,並在該期間完結時沒有改善希望的狀態。
- 24. **永久傷殘**指**受保人**不能從事**受保人**經合理教育、培訓或經歷可以勝任的任何職業或工作以獲取報酬或利益,或若**受保人**並無任何業務或職業,**受保人**不能進行其於日常生活中通常進行的任何**日常活動**,且這種完全傷殘連續維持十二(12)個月,而**醫生**證明這種傷殘的狀態在**受保人**的餘生中屬完全、持續及**永久**。
- 25. **個人金錢**指硬幣、銀行紙幣、**個人八達通卡**、郵政匯票或匯款單,已簽署的旅行支票及其他支票、信用證、旅行票據、信用卡、身份證、旅行證件、駕駛執照以及汽油或其他可使用及將作為交換媒介被接受的優惠券。
- 26. **個人八達通卡**指**受保人**向八達通卡的發行人提供其個人詳細資料,以使其被認定為該八達通卡擁有人的八達通卡。
- 27. **個人財物**指**受保學生**的個人物品或其在**留學**時攜帶或在**留學**期間獲取並由其負責的個人物品。
- 28. **醫生**指獲接受治療所在司法權區法律認可為合資格治療**疾病**或**受傷**的人士,惟有關人士不包括**受保人**或**受 保人**的親屬。
- 29. **承保表**指**我們**在保單開始時發送給**保單持有人** / **受保學生**的文件,**我們**可能會不時修訂或替換該文件,當中載列**本保單**下可為**受保學生**提供的賠償項目。
- 30. 保單持有人指在承保表中被稱為保單持有人的本保單申請人。
- 31. **投保前已存在之疾病**指**受保人**之身體損傷或罹患**疾病**,而在**本保單**生效日期前其已獲確診或顯現症狀或**受 保人**理應因此接受**醫生**提供的治療、診斷、處方藥物或意見。
- 32. 公共交通工具指由持有可搭載乘客之執照的公司或個人運營的任何機動交通工具。
- 33. **住院病人**指以住院病人身份入住**醫院**病床的**受保學生**,而其**入院**對本保單所涵蓋的疾病或身體損傷的醫療 護理、診斷及治療屬必要,並非僅為任何形式的護理、療養、康復、休息或延續護理。
- 34. **暴動**指任何人士單獨或集體參與任何擾亂公眾安寧的行為(無論與**罷工**或停工或其他形式相關)或任何合 法組成之政府機構鎮壓或試圖鎮壓任何上述擾亂行為或減輕上述擾亂行為之後果所採取的行動。
- 35. **嚴重身體損傷或疾病**指導致**受保學生**完全殘疾而不能進行**日常活動**中任何三(3)項功能並經**醫生**證明**受傷** 或**疾病**已持續或很可能持續至少連續十四(14)天。
- 36. 疾病指直接和獨立導致索償相關損失的生病或疾病,並且須得到醫生處理以及提供醫生診斷證明。
- 37. **罷工**指任何罷工工人或停工工人為推動罷工或為抵制停工而蓄意作出的行為;或任何合法組成之機構為阻止或試圖阻止上述行為或減輕任何上述行為之後果所採取的行動。
- 38. **留學**指**受保學生**為在**海外教育學院**深造而在香港以外展開的旅程,應於以下時間視為開始:(i)**受保學生**離開其香港住所直接前往出發地之時;或(ii)**受保學生**安排搭乘的交通工具計劃出發時間前的三(3)個小時(以較遲者為準),並應於以下時間視為結束:(i)**受保學生**返回其香港住所之時;或(ii)**受保學生**搭乘的交通工具計劃抵達時間後的三(3)個小時;或(iii)保單終止之日期(以最早者為準)。**受保學生**在上述**留學**期間的任何旅行亦應涵蓋。
- 39. 留學國家指海外教育學院所在並於承保表上列示的國家。
- 40. **最高賠償額指承保表**或任何批單所列各項保障範圍的保障金額。

- 41. 本保單指可能不時編製的本保單、申請書、承保表、附件及其任何批單。
- 42. **學費**指於**海外教育學院**就讀必要課程所收取的金額(包括任何適用的實驗室費用及參加上述課程所用設備 的任何成本,但不包括課本、住宿及膳食的任何成本)。
- 43. 我們指安達保險香港有限公司。

## 第二部分——保障項目

#### 保障 A——醫療費用

若在**受保期間,受保學生在留學**過程中遭受身**體損傷**或罹患**疾病**,而直接招致或導致必要的治療,並因此產生 醫療費用,我們將支付實際產生的醫療費用,最高可獲承保表中所載的每保單年度醫療費用最高賠償額的百分 之一百(100%),門診次數最多二十五(25)次。此外,我們僅須在首次產生醫療費用之日起連續十二 (12)個月內對醫療費用承擔責任。

#### 延伸覆診醫療費用

若受保學生返回香港後需進行覆診,保障範圍將延伸至覆蓋其返回香港後連續三(3)個月內發生的**醫療費用**,每保單年度最高可獲港幣 100,000 元。

保障 B——Chubb Assistance - 24-小時環球支援服務

#### 1. Chubb Assistance - 緊急熱線支援服務

若需下列任何服務**,受保學生**或其代表應致電**我們**的 24 小時緊急熱線電話(852)3723 3030 尋求支援。 撥打電話的人士須提供受保學生的姓名及保單號碼以供識別。

旅行支援項目包括:

- 接種疫苗及提供有關簽證要求的資訊
- 大使館轉介
- 傳譯員轉介
- 遺失行李支援
- 遺失旅遊證件支援
- 天氣及匯率資訊支援
- 航班及酒店緊急預訂

## 醫療支援包括:

- 電話醫療意見
- 醫療服務提供商轉介
- 於住院期間監察治療情況
- 安排預約醫生
- 安排住**院**

## 2. 緊急醫療運送及運返

若於**受保期間,受保學生在留學**過程中遭受**嚴重身體損傷**或罹患**嚴重疾病**,需要緊急醫療運送及 / 或運返服務,**我們**將支付交通(扣除原返回機票的任何退款)、醫療服務及醫療用品的費用,最高可獲**承保表**載列的每保單年度緊急醫療運送及運返**最高賠償額**的百分之一百(100%)。受保學生的運送、運送的方式及最終目的地將由**獲授權支援服務提供商**決定,並將完全視乎醫療需要而定。

#### 3. 遺體運返

若於**受保期間,受保學生在留學**過程中遭受**嚴重**身體損傷或**嚴重疾病**不幸身故,**我們**將支付把受保學生的 遺體自身故地點運送至香港的交通費用或在取得**獲授權支援服務提供商**的批准後在身故地點當地安葬的費 用,最高可獲**承保表**載列的每保單年度遺體運返**最高賠償額**的百分之一百(100%)。

#### 保障 C——近親探望

若於**受保期間,受保學生在留學**過程中遭受**嚴重身體損傷**或罹患**嚴重疾病**,並以**住院病人**的身份**住院**超過連續 五(5)天,我們將支付一名成年**直系親屬**:(i)一張來回經濟客位機票的費用,以便探望受保學生;及(ii)最多 連續五(5)天期間在任何合理酒店的普通客房住宿費用,但不包括餐飲及其他客房服務的費用。**我們**將支付上 述近親探望的費用,最高可達**承保表**載列的每保單年度近親探望**最高賠償額**的百分之一百(100%)。

#### 保障 D--學業中斷

若於**受保期間,受保學生在留學**過程中遭受**嚴重身體損傷或疾病**,導致下列情形而必須中斷學業:

- (i) **住院**;及
- (ii) 三十(30) 天以上短暫傷殘;及
- (iii)繼續在**醫生**監督下接受治療。

**我們**將支付最高可達**承保表**載列的每保單年度學業中斷**最高賠償額**的百分之一百(100%):(i) 若受保學生必需支付重讀學費,以於康復後重讀缺席的課程,則付款作為重讀學費;或(ii) 若在發生該**嚴重**身體損傷或疾病後,醫生提交證明表明受保學生永久傷殘及無法繼續留學,則付款作為該中斷學期學費被沒收的部分。

#### 保障 D 的不保事項:

1. 可退還或可從任何其他來源收回的任何學費。

保障 E-意外死亡及永久傷殘

若於**受保期間,受保學生**在**留學**過程中遭受身**體損傷**,直接導致或造成其不幸身故或自**意外**發生之日起連續十二(12)個月內傷殘,**我們**將按照**承保表**所載的**意外**死亡及**永久**傷殘**最高賠償額**的下列百分比支付賠償:

| 類別                                 | 承保表所載最高賠償額的百分比 |
|------------------------------------|----------------|
| 1. <b>意外</b> 死亡                    | 100%           |
| 2. 永久傷殘                            | 100%           |
| 3. 四肢 <b>永久</b> 喪失或癱瘓無法痊癒          | 100%           |
| _4. 雙眼 <b>永久</b> 完全 <b>喪失視力</b>    | 100%           |
| 5. 一眼 <b>永久</b> 完全 <b>喪失視力</b>     | 100%           |
| _6. 雙肢喪失或 <b>永久</b> 完全喪失           | 100%           |
| 7. 單肢喪失或 <b>永久</b> 完全喪失            | 100%           |
| 8. <b>永久</b> 及完全 <b>喪失語言能力</b> 及聽覺 | 100%           |
| _9. 雙耳 <b>永久</b> 及完全 <b>喪失聽覺</b>   | 75%            |
| _10. 單耳 <b>永久</b> 及完全 <b>喪失聽覺</b>  | 15%            |
| _11. <b>永久</b> 及完全 <b>喪失語言能力</b>   | 50%            |
| 12. 二級燒傷 / 三級燒傷                    |                |
| 身體表面有 50%或以上面積被燒傷                  | 14%            |
| 身體表面有 30%或以上面積被燒傷                  | 7%             |
| 身體表面有 20%或以上面積被燒傷                  | 6%             |
|                                    |                |
| 身體表面有 10%或以上面積被燒傷                  | 3%             |
|                                    |                |
| 身體表面有 5%或以上面積被燒傷                   | 2%             |

#### 保障 E 的特殊條件:

- 1. 對於任何在發生**意外**時年齡處於十八(18)歲以下的**受保學生,我們**支付的上述百分比最高限額為港幣 500,000 元。
- 2. 永久及完全喪失器官包括永久及完全喪失該器官的活動能力。
- 3. 在一次**意外**造成的所有損傷中,**我們**僅就數額最大的一個損失項目支付本保障項下的賠償,且不超過**承保** 表所載最高賠償額。
- 4. 風險:若於**受保期間,受保學生**在**留學**過程中由於身**體損傷**而遭遇不可避免的風險因素,並且這種風險直接及不可避免地導致其於**意外**發生日期後連續十二(12)個月內死亡,則應在**本保單**的條款和條件的規限下支付保障 E 項下指定的身故賠償。
- 5. 失蹤:若受保學生的身體在**受保學生**搭乘的飛機或其他陸地或水上交通工具發生**意外**失蹤、沉沒或失事的日期後一(1)年內未被尋回,而此情況本應予以保障,這將被假定為**受保學生**在失蹤、沉沒及失事發生之時由於**本保單**保障範圍內的**意外**導致身體損傷而死亡。
- 6. 一旦**我們**根據本項保障就**意外**死亡及**永久**傷殘的賠付已達**最高賠償額,本保單**應立即失效。若根據本項保障就**受保學生**支付的總金額低於**意外**死亡及**永久**傷殘**最高賠償額**的百分之一百(100%),**意外**死亡及**永久** 傷殘的最高賠償額應減少至其餘未賠付的**意外**死亡及**永久**傷殘最高賠償額之餘額。
- 7. 若**受保學生**由於一次**意外**而**斷肢**,器官功能完全失調,則應根據上文類別第 2 至第 11 項所列示的相關類別 支付已減少的金額。**我們**將全權酌情釐定減少的金額。但不會就**意外**發生前任何功能已完全失調的肢體或 器官作出賠付。
- 8. 若就相關**身體損傷**發生之日起連續十二(12)個月內發生的任何**永久**傷殘及**意外**死亡作出賠付**,我們**將支付應就**永久**傷殘支付的金額及應就**意外**死亡支付的金額之差額(如有)。

#### 保障 E 的不保事項:

1. 不保障**疾病**、生病或**意外**引起的任何細菌感染,但意外切割傷或傷口直接引致的細菌感染除外。

#### 保障 F-教育基金

於**受保期間,受保父母/監護人**因身體損傷並於意外發生之日後連續十二(12)個月內直接引致**意外**死亡或永久傷殘,我們將向受保學生支付教育基金賠償作為其繼續接受教育的補助,最高可獲承保表所載列的最高賠償額。

#### 保障 F 的特殊條件:

1. 在賠付上述賠償後,保障 F 將立即終止。

#### 保障 F 的不保事項:

1. 不保障疾病、生病或**意外**引起的任何細菌感染,但意外切割傷或傷口直接引致的細菌感染除外。

#### 保障 G-個人財物

若於**受保期間,受保學生在留學**過程中**個人財物**損失或損毀,**我們**將為(由**我們**選擇)恢復、修復或替換已損失或損毀的財物作出賠付,最高可獲**承保表**載列的每保單年度**個人財物最高賠償額**的百分之一百(100%)。

#### 保障 G 的特殊條件:

- 1. **我們**根據保障 G 作出的賠付將為恢復、修復或替換已損失或損毀的財物的費用(經扣除物理性損耗、折舊、磨損及 / 或報廢)。
- 2. 對於手提電腦的**意外**損失,最高限額將為港幣 8,000 元(包括全部及任何配件);對於其他**個人財物**,每項/套/對的最高限額將為港幣 2,000 元。
- 受保學生必須採取一切可行的措施保護其隨身攜帶的行李或個人財物,不能讓其處於無人看管的狀態。
- 4. 若**個人財物**由於盜竊或惡意行為而損失或損毀,**受保學生**必須在事件發生的二十四(24)小時內向當地警察報告發生該項損失或損毀的事件,或若損失或損毀發生於途中,應向**公共交通**工具運營商報告該事件。
- 5. **我們**有權取得或管有已損失或損毀的**個人財物**,並由**我們**全權酌情處理損餘。

#### 保障 G 的不保事項:

- 1. 任何不明的損失或損毀。
- 2. 任何無人看管的個人財物。
- 3. 因飛蛾、害蟲、磨損、大氣或氣候條件、逐漸惡化、機械或電氣故障、海關或任何其他政府機關的任何清理、恢復、修理、變更、沒收或扣押程序造成的任何**個人財產**損失或損毀。
- 4. 租用或租賃的設備或**留學**前寄送或與**受保學生**所乘的**公共交通工具**同時分開寄送或運輸的任何**個人財產**的 損失或損毀。
- 5. **個人**金錢、古董、合約、債券、證券、動物、軟件、流動電話(包括但不限於智慧手機/智能手機及其他配件)、損失或損毀時**受保學生**沒有佩戴或攜帶的首飾、汽車或任何其他交通工具或其配件。
- 6. 保障範圍不包括香港境內。
- 7. 任何發生於**海外教育學院**所在城市內的**個人財物**損失或損毀,**但受保學生從其他城市或國家返回海外教育學院**途中發生的損失或損毀且在事情發生後二十四(24)小時內取得**公共交通工具**運營商的報告者除外。

## 保障 H-証件遺失

若於**受保期間,受保學生**在**留學**過程中因盜竊、搶劫或爆竊遺失其護照、身份證或簽證**,我們**將賠償補領費 用,最高可獲**承保表**載列的每保單年度証件遺失**最高賠償額**的百分之一百(100%)。任何索償必須隨附具有遺 失所在地司法管轄權的警方發出的書面文件並須於遺失事件發生二十四(24)小時內呈報。

#### 保障 I-個人責任

**我們**將支付**受保學生**於**受保期間**內的**留學**過程中因發生**意外**導致任何其他人士**身體受傷**或他人的財物損毀而須承擔法律責任賠償付款的任何數額。**我們**的責任最高應為**承保表**載列的每保單年度個人責任**最高賠償額**的百分之一百(100%)。

#### 保障 I 的不保事項:

- 任何身份為受保學生親屬之人士的**身體損傷**,或歸屬**受保學生**或受保學生之親屬或由受保學生保管或控制 的財物損毀。
- 2. 根據合約承擔的任何責任的相關損失。
- 3. 擁有、管有、租賃或租用任何汽車、飛機、槍械或動物。
- 4. 從事任何交易或職業。
- 5. 任何犯罪行為或法律程序。
- 6. 下列事項直接或間接導致的任何性質的索償:
  - 任何核燃料或任何核燃料燃燒產生的核廢料所產生的放射性輻射或污染;
  - 任何具有爆炸性的核組件或此類組件裝配設施的核部件所產生的輻射、毒性、爆炸性或其他危險特性。

#### 保障 J-現金遺失

若於**受保期間,受保學生**在**留學**過程中遺失**現金,我們**會向**受保學生**補償有關損失,最高可獲**承保表**載列的每保單年度現金遺失**最高賠償額**的百分之一百(100%)。

#### 保障 J 的特殊條件:

- 受保學生應採取一切合理及必要的預防措施保障其現金的安全。
- 2. 現金遺失必須在遺失發生後二十四(24)小時內向擁有遺失發生地司法管轄權的警察報案。
- 3. 不保障不明的遺失或因海關或任何其他政府機關沒收或扣留導致的遺失、貨幣貶值、或貨幣兌換交易期間 由於錯誤或疏忽導致的不足。

#### 保障 K-旅程延誤

倘若**受保學生**安排搭乘的任何航班或**公共交通工具**由於**公共交通工具**營運商員工組織的勞工行動(**留學**開始前已發生者除外)、惡劣天氣、**罷工**或**公共交通工具**的機械故障而較行程規定時間延誤至少八(8)個小時,我們將就每滿連續八(8)個小時的延誤支付港幣 500 元,最高可獲**承保表**載列的每保單年度旅程延誤**最高賠償額**的百分之一百(100%)。

#### 保障 L-行李延誤

若於**受保期間的留學**過程中,**公共交通工具**運營商導致**個人財物**的運送延誤或暫時錯運的時間較**受保學生**實際 抵達時間超過連續八(8)個小時,**我們**將向**受保學生**賠償**受保學生**購買必要的替換衣物和盥洗用品所產生的 任何合理費用,最高可獲**承保表**載列的每保單年度行李延誤**最高賠償額**的百分之一百(100%)。

#### 保障 L 的特殊條件:

- 1. 延誤必須由**公共交通工具**營運商提供的正式行李事故報告證明。
- 2. 在提出索償時, 受保學生必須提供列示開支明細的正本收據。

## 保障 L 的不保事項:

- 1. 若受保人取得有關公共交通工具營運商就該損失作出的賠償。
- 2. 受保學生返回香港途中在香港發生的任何開支。
- 受保學生返回海外教育學院時於海外教育學院所在國家發生的任何開支。
- 4. 不保障任何不明的延誤、因海關或任何其他政府機關沒收或扣留導致的延誤或在**留學**之前寄送或與**受保學** 生乘搭的公共交通工具同時分開發送或運送的任何個人財物的延誤。

#### 保障 M---創傷輔導保障

若於**受保期間,受保學生**在**留學**期間為創傷事件(包括但不限於強姦、武裝搶劫、襲擊、自然災害或恐怖主義行動)的目擊者及/或受害者**,我們**將賠償受保學生**醫生**所推薦之創傷輔導的費用,每次輔導為港幣 1,500元,最高可獲**承保表**載列的每保單年度創傷輔導**最高賠償額**的百分之一百(100%)。

若於**受保期間,受保學生在留學**過程中遭受**綁架,我們**將就**受保學生**被**綁架**每滿二十四(24)小時支付每日的 賠償港幣 500 元,最高三十(30)日及可獲**承保表**載列的每保單年度綁架保障**最高賠償額**的百分之一百 (100%)。

## 第三部分——般不受保事項

我們不會向受保人支付由於下列事項直接或間接引起的任何金額:

- 1. 任何投保前已存在之疾病、先天性或遺傳疾病。
- 2. 在精神正常或錯亂情況下自殺、企圖自殺或自傷身體導致的身體損傷。
- 3. 懷孕、終止妊娠、分娩、流產、不孕及由此引起的綜合症、整容手術或性病引起的任何情況。
- 4. 牙齒護理,但由**意外**引起的健康及天然牙齒損壞除外。
- 精神或神經失常、精神錯亂、精神病或任何行為障礙。
- 6. 戰爭(無論是否宣戰)、侵略、外敵行動、內戰、革命、叛變、叛亂、敵對行動(無論是否宣戰),直接參與**罷工、暴動**及內亂,或**受保人**參與軍事任務或自願參與戰爭或滅罪鎮壓行動。
- 7. **受保人**參與任何專業性質之運動,而可透過從事該運動賺取收入或報酬及任何競賽(徒步或登山的競賽除外),由海外教育學院安排除外。
- 8. 任何政府禁令或海關扣押。
- 9. 與受保人非法、故意或惡意行為有關的損害。
- 10. 因**受保人**服用酒精或藥物而引致之損害。
- 11. 並非以乘客的身份乘搭由合資格飛行員駕駛的具備正式證照的飛機。
- 12. 受保人干犯重罪或因干犯重罪而被政府機關逮捕期間的行為。
- 13. 愛滋病或其有關的綜合症、自愛滋病毒或相關疾病測試呈陽性之時或之後時間內任何**意外**身體損傷或疾病 或任何其他性傳播疾病。
- 14. 受保人參與或任職危險工作。
- 15. 任何形式的間接損失。
- 16. 健康檢查或任何並非與診斷、受傷或患病直接有關的檢驗,或並非醫療上必需的任何治療或檢驗。
- 17. 本保單項下義肢、助聽器、假牙和其他醫療設備或光學治療費用的任何付款,但獲得我們批准者除外。
- 18. 為接受治療而進行的留學。
- 19. 任何與古巴有關之損失或費用。

## 第四部分——一般條款

- 1. 劫機延期:若於**留學**期間,**受保學生**成為劫機的受害者,則**本保單**所提供的保障應持續至**受保學生**返回香港為止,最長期限為自劫機發生之日起連續十二(12)個月。
- 2. 年齡限制:保障適用於年齡介乎十(10)至三十(30)歲的**受保學生**;年齡在七十五(75)歲以下的**受保 父母 / 監護人**。
- 3. 完整合約:本保單連同所有批單、**承保表**、申請表和其他附件(如有)構成完整的保險合約。除非附上由 **我們**授權代表簽署的書面修訂,否則不得修改本保單。
- 4. 重複保障: 若**受保學生**與**我們**訂立多於一份的海外教育保障計劃,**我們**只會為一份保障計劃作出賠償。
- 5. 索償通知和充分程度:必須在合理可行的情況下盡快向**我們**發出書面索償通知,無論如何應在**本保單**項下 索償相關的受保事件發生首日起三十(30)天內。**受保人**或索償人或其代表向**我們**發出通知,隨附的資料 足以用於識別**受保人**,則應視為對**我們**的有效通知。收到索償通知書後,**我們**將向索償人提供提交索償證 據的一般表格。**受保學生**或索償人應自費以**我們**規定的形式向**我們**提供**我們**可能不時要求的與**本保單**項下 任何索償有關的證明、資料和證據。必須在索償相關的受保事件發生首日起一百八十(180)天內向**我們**提 交所有索償的證明。
- 6. 索償調查:若接到索償申請,我們可能會進行我們認為必要的任何調查,而保單持有人/受保學生應充分配合該調查。保單持有人/受保學生不配合我們的調查可能會導致索償遭拒或取消保單。

- 7. 遵守保單條文:保單持有人/受保學生不遵守本保單所載的任何條文將使其項下的所有索償無效。
- 8. 身體檢查和屍檢:在索償處理期間**,我們**有權自費對**受保人**進行合理必要的檢查。除非法律禁止進行屍檢,否則**我們**還可能要求進行屍檢。
- 9. 其他保險(適用於保障A至D、G至J、L至M):若本保單項下保障的損失受先前或當前的任何其他有效保單所保障,則本保單在其限制、不保事項、條件、條文和其他條款的規限下就該損失提供的保障應僅限於該損失金額超過該其他保險所支付金額的部分,而無論該其他保險是否聲明屬於主要、分擔、附加、待定或其他性質。
- 10. 法律訴訟:在我們收到書面損失證明後六十(60)天起,方可展開法律訴訟追討**本保單**的賠償。於損失日期起三(3)年後不得提出有關訴訟。
- 11. 追討權:倘若**我們**或**我們**的授權代表(包括**獲授權支援服務提供商**)根據**本保單**作出授權支付及 / 或支付,則**我們**保留權利向**保單持有人** / **受保學生**追討已支付或**我們**須向接納**受保學生**入住的**醫院**支付的全部金額,惟將扣除**我們**於**本保單**條款項下的責任。
- 12. 代位權:**我們**有權以自費方式以**受保人**的名義對導致根據**本保單**提出索償的事件可能負上責任的第三方提出訴訟。
- 13. 轉讓: 本保單的任何權益轉讓對我們並無約束。
- 14. 變更受益人:除非**我們**同意變更,否則**本保單**項下的受益人變更對**我們**並無約束力。但任何受益人的指定 僅供保險人記錄,受益人的轉讓將受香港法例規限。在任何情況下,保險人對任何此類通知的有效性或其 他方面概不負責。**本保單**的受益人:死亡賠付將作為受保學生的遺產。**本保單**項下的所有其他付款將支付 予**保單持有人**,但保障 B 項下的付款應支付予**獲授權支援服務提供商**或向受保學生提供服務的任何其他提 供者。
- 15. 地域限制及有效時間: (i) 保障 F: 保障適用於 24 小時全球各地; (ii) 其他保障: 適用於海外**留學**期間。
- 16. **海外教育學院**地點的變更**:本保單**的條件規定**,海外教育學院地點**變更為不同的**留學國家**應盡快向**我們**報告。
- 17. 終止保單:**我們**可在**受保期間**的任何時候透過向**保單持有人**或其保險經紀的最新已知地址發出三十(30) 天事先書面通知終止**本保單**。倘出現上述終止,**我們**將立即按比例把未滿期保費退還予**保單持有人**。但若 發生以下一種或多種情況,**我們**將無需發出終止通知(**本保單**亦將立即終止):
  - 未支付任何保費:
  - 因大幅增加受保風險的行為而被定罪;
  - 保單持有人或受保人欺詐或重大失實陳述;
  - 發生本保單項下保單持有人或受保人須通知我們的任何行為或疏忽,但保單持有人未通知我們;
  - 發生**本保單**項下條款授權**我們**拒絕全部或部分賠付的任何行為或疏忽。
  - 違反本保單的條文:
  - 違反絕對真誠義務;

**保單持有人**可向**我們**發出至少三十(30)天事先書面通知取消**本保單**。於如此終止時,應按照以下適用百分比計算已賺取的保費,但在任何情況下均不得低於**我們**的慣常最低保費(如有):

| 40%  |
|------|
| 50%  |
| 60%  |
| 70%  |
| 75%  |
| 100% |
|      |

終止不會影響已根據**本保單一**般條款第 5 項向**我們**提出的有效索償。

18. 爭議解決: 訂約方應將因本保單引起或與之相關的任何爭議提交雙方協定委任的中立顧問,以協助他們解決爭議。其中一方可以向另一方發出書面通知,描述爭議的性質,要求把爭議提交予上述中立顧問,並提出將予委任之適當人選的名稱。若於發出通知後的二十八(28)天內,訂約方沒有達成協議委任此人,則該爭議應如下文所述提呈仲裁。訂約方應在根據本條委任的中立顧問的協助下,通過使用訂約方之間協定或(若未能協定)中立顧問制定的替代性爭議解決程序尋求解決爭議。若訂約方接受中立顧問的任何建議或以其他方式達成解決爭議的協定,則該協定應由訂約方(及中立顧問(如適用))以書面形式記錄並簽

署,隨後該協定應對訂約方具有約束力。若(i)任何一方未能或拒絕同意或參與替代性爭議解決程序,或(ii) 在任何情況下,爭議在發生後九十(90)天內仍未解決,則應採用香港國際仲裁中心可用的任何規則進行 仲裁以最終解決爭議。仲裁地點應為香港。仲裁庭可全權酌情作出其認為對最終裁斷爭議事項而言屬必要 的命令和指示。仲裁庭在作出此類命令或指示時,應具有管轄仲裁程序的法律所允許的最大酌情權。仲裁 語言應為英文。

- 19. 欺詐或錯誤陳述:保單申請或有關任何索償的任何虛假陳述均會導致**我們**有權拒絕履行**本保單**項下的責任。
- 20. 司法管轄權: 本保單受香港法律約束並據其解釋。本保單的任何爭議均須根據香港法律解決。
- 21. 遵守適用的經濟及貿易制裁法律

本保險不適用於貿易或經濟制裁措施或其他法律或法規禁止我們提供保險的範圍,包括但不限於支付索賠。本保單中其他所有條款與條件均維持不變。

安達保險香港有限公司是一間美國公司 - Chubb Limited 的子公司 / 分公司, Chubb Limited 是紐約證券交易所上市公司, 因此除了歐盟、聯合國和香港的制裁限制之外, 安達保險香港有限公司還受某些美國法律和法規的約束,這些限制可能禁止其向某些個人或實體提供保險或支付賠償,或者對與某些國家(例如古巴)相關的某些類型的活動提供保障。

22. **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)強制執行本保單任何條款。

## 第五部分 — 如何索償

索償人應於事發後三十(30)天內於<u>安達索償中心\*(www.chubbclaims.com.hk)</u> 提交索償申請。您亦可透過掃描以下的 QR 碼在您的智能電話或平板電腦上登入安達索償中心。



再者, 閣下可填妥索償申請表, 連同旅遊證件及下列文件(視乎情況而定)於事發後三十(30)天內送交至安達保險香港有限公司。如需進一步協助,請致電 3191 6611。

\* 只支援英文輸入。

## 個人資料收集聲明

本公司(「我們」)竭力確保我們的**受保人**(「**閣下**」)對我們在收集個人資料方面的信心,我們於處理任何已收集的個人資料均會採取適當的保密程度及以私隱手法。

本個人資料收集聲明陳述**我們**收集及利用由**閣下**提供以識別的個人資料(「**個人資料**」)的目的、**個人資料**可能被公開的情況及閣下有權要求查閱及更改**個人資料**的詳情。

## (a) 收集個人資料的目的

我們收集及使用個人資料的目的,是為了向 閣下提供具優勢的保險產品及服務,包括用作考慮 閣下投保任何新的保險產品,及管理由我們提供的保單,安排保障,及執行和管理 閣下及我們在該等保障下的權利及責任。同時,我們亦會收集個人資料以設計及識別能吸引 閣下的產品及服務,進行市場或顧客滿意度調查,及發展、建立及管理與其他機構就宣傳推廣、行政及使用我們相應的產品及服務的聯盟及其他計劃。在 閣下的同意下我們亦可能使用 閣下的個人資料作其他用途。

#### (b) 直接促銷

只會在得到閣下的同意的情況下,**我們**會使用 閣下的聯絡資料、人口統計資料、保單資料及繳費資料透過郵 寄、電郵、電話或 SMS 短訊方式聯絡 **閣下**以便提供有關我們的保險產品的宣傳推廣。如 **閣下**不希望接收到**我們**的宣傳推廣,請於下列方格內加上「✓」。

#### (c) 個人資料的轉讓

個人資料將予以保密,而**我們**亦絕對不會將 閣下的**個人資料**售賣給第三者。**我們**會對公開 閣下**個人資料**作出限 定,但在任何適用的法例條文下, 閣下的**個人資料**可能:

- (i) 會被透露予協助**我們**達成以上第 a 及第 b 段所述目的之第三者。例如:**我們**把 閣下的個人資料提供 予我們相關的員工及承辦商、代理及其他涉及以上目的之人士,如處理數據的人士、專業顧問、損 失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、 政府機構、分保人及分保經紀(當中可能包括在香港以外的第三方);
- (ii) 會透露予我們的母公司及附屬聯營公司或安達在香港本地及海外的任何公司使用;
- (iii) 會提供予保險中介人, 閣下可以透過指定系統查閱有關資料;
- (iv) 會給予其他有關人士以維持公眾安全及法紀;及
- (v) 在 閣下同意下提供予其他第三者。

就以上個人資料的轉移(如適用)而言, 閣下同意個人資料在香港以外地方轉移。

#### (d) 查閱及更改個人資料

根據**個人資料**(私隱)條例,**閣下**有權要求查閱及更改曾給予**我們**的 **閣下的個人資料**,另除非在個人資料 (私隱)條例下有適用的豁免條款賦予**我們**可拒絕遵從,否則**我們**必須按 **閣下**的要求,給 **閣下**查閱及更改本身 的**個人資料**。**閣下**亦可向**我們**要求提供持有 **閣下個人資料**的類別。

翻查或更改個人資料的要求,必須透過書面提出及郵寄致:

安達個人資料私隱主任

香港鰂魚涌英皇道 979 號 太古坊一座 39 樓

電話 +852 3191 6222

傳真 +852 2519 3233

電郵 Privacy.HK@chubb.com

在我們收到 **閣下**查閱或更改的要求後,會在四十(40)天內予以考慮,**我們**不會就 **閣下**要求查閱**個人資料**收取任何費用,但即使**我們**在提供資料時需徵收費用,它們也會在合理的水平。至於更改資料的要求,則不會收取任何費用。

## About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

#### Contact Us

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#### 關於安達香港

安達為全球最大的上市財產及責任保險公司,經營一般保險及人壽保險業務,透過收購其前身公司,已立足香港特別行政區超過90年。安達香港的一般保險業務(安達保險香港有限公司)為大型及中小企業客戶、以及個人客戶設計及提供特定的保險產品,包括財產險、責任險、海上險、金融險和個人保險服務。多年來,安達憑著其雄厚財務實力及市場領導地位,開創新的保險產品,提供優質理賠服務,建立長遠穩健的客戶關係,與時並進。

如欲獲取更多資料可瀏覽 www.chubb.com/bk。

#### 聯絡我們

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