



中銀集團保險有限公司
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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「中國通」意外急救醫療計劃保單

投保人以一份投保書及聲明謹向中銀集團保險有限公司（下稱“本公司”）申請下述保險。該份投保書及聲明已被納入本合約內，成為本合約之基礎。投保人已繳付保費，作為本保險的代價。

茲證明本保單或批單上所列之承保條件、除外條款、基本條款、責任限額（當中全被當作納入條款內）為依歸下，本公司同意賠償給投保人任何或所有以下所列之在保險期內所發生之承保事項。

但在任何情況下，投保人完全遵守及履行保單所載條件，以及投保人確保投保書及聲明內所提供或申報的所有資料是準確、真實及完整的，是為本公司在本保單的任何責任的先決條件。

在本保單內，如內容許可，只表達單數的字詞亦可包括眾數，反之亦然。只表達男性的字詞亦可包括女性（投保人的字詞除外），反之亦然。

第一部份 - 定義

以下任何字詞或字句應用於本保單、承保表、批單或備忘錄均具有該意義。

1. 「意外」 意指因意外、外在、暴力及可見事件完全及直接構成的死亡或傷害，並不牽涉任何其他因素及並非由疾病或逐步由生理或精神失調所構成。
2. 「受益人」 意指於承保表中列明的受益人。如沒有列明，則指受保人身故後在香港法例下的合法遺產繼承人。
3. 「成人」 意指年齡 18 歲或以上的人士。
4. 「子女」 意指投保人或成人受保人的未婚及未有工作的合法子女，包括繼子女和合法領養的子女。其年齡為 18 歲以下，與投保人或成人受保人同住及：
 - (1) 與成人受保人一起同往保障地區（該成人受保人必須為其父母）；或
 - (2) 在成人照顧下一起同往保障地區（適用於獨立投保

- 本保單的 18 歲以下人士)。
5. 「中國通卡」 意指本公司向受保人提供之「中國通」意外急救醫療保障卡，於中國境內提供約 250 所指定國際緊急救援網絡醫院供受保人因意外引致須要緊急醫療救治時所用。
6. 「原居地」 意指香港(除非在投保申請書上另有註明)。
7. 「保障地區」 全中國內地(若保障計劃為“全年銀卡”保障地區只限於廣東及福建省)。
8. 「危險工作」 意指從事演藝或影視製作者(如製作者及演員等)或當特技人或龍虎武師；駕駛商用汽車(如貨車、吊機車輛、旅遊巴等)；在離地面 30 呎以上的高空或在地面 20 呎或以下的深處工作；在碼頭或船上工作；在建築地盤內工作；使用由蒸氣、氣體、水、電或其他機械動力推動的機器切割或壓製金屬或塑膠。
9. 「緊急」 意指因意外傷害或急病所致無法防止且急需外來援助之嚴重情況或災難。
10. 「免賠額」 意指載於承保表或任何批單內在受保人應享有的賠償中需扣除的金額。
11. 「家庭」 意指名字載於承保表內受保人的直系家屬，包括其本人，配偶及子女。
12. 「香港」 意指香港特別行政區
13. 「醫院」 意指於保障地區按其法律運作，縣級或以上並以西醫診治為依歸，提供醫院服務之合法註冊醫院，並符合以下所有要求：
- (1) 主要以住院病人形式接待、治療及護理不適、患病或受傷的人士；
 - (2) 只在可隨時向其諮詢的醫生監管下始能接納住院病人入院；
 - (3) 為有關人士提供系統化的醫療設施以進行醫療診斷和治療，並在醫院範圍或醫院可使用或控制的設施下提供進行大型手術的設施(如適用)；
 - (4) 在護理人員的監督下提供全日護理服務；
 - (5) 維持一名或以上合法註冊的駐院醫生。
- 「醫院」的含義並不包括：
- (1) 精神護理機構，泛指為精神病者包括弱智人士提供護理的機構、醫院精神病部門；
 - (2) 老人院、療養院、戒毒或戒酒治療所；
 - (3) 保健或天然療養診所、護理或療養院、醫院特為戒毒或戒酒而設的部門、或護理、療養、復康、特別護理或靜養所；

(4) 以中醫診治為依歸的中醫院。

14. 「網絡醫院」 意指國際緊急救援於中國內地提供意外緊急救援的指定網絡醫院。服務地域為
- (1) 銀卡：廣東及福建省之網絡醫院；
 - (2) 金卡及標準卡：全中國內地各省網絡醫院。
15. 「投保人」 意指 18 歲或以上擁有本保單，其姓名載於承保表內註明為投保人的人士。
16. 「受保人」 意指在承保表或批單內註明之受保人。
17. 「保障計劃」 意指列於承保表內本保單所承保的保障計劃。
18. 「喪失一肢」 意指失去手掌或手腕以上部份，或足部或足踝以上部份，或完全及永久失去功能。
19. 「喪失一目」 意指一目完全及無法復原及不能醫治下喪失視力。
20. 「醫生」 意指依據當地政府司法下合法註冊，可提供醫治、手術服務的任何人士，但不包括同時具備醫生身份的投保人、成人受保人、成人受保人的配偶或親屬。
21. 「保險期」 意指由承保表內列明的生效日期開始，直至根據本保單「第四部份項目 1 - 終止」對本保單或每受保人的保障取消日為止。
22. 「承保表」 意指附於本保單的承保表，並為本保單的一部份。
23. 「保單年度」 意指在保單起保日起，按承保表內列明的保障計劃每一連續 12 個月、24 個月或 36 個月的期間。
24. 「疾病」 意指受保人在保障地區內所患上或感染不可預知的疾病，而該疾病必須直接及單獨地導致損失從而產生索償及須接受醫生的治療。
25. 「配偶」 意指與成人受保人同住的合法配偶。

第二部份 - 保障範圍 (每名受保人)

在保險期內，倘受保人於保障地區內因意外導致下列事故，本公司將按本保單的規定履行責任，賠償金額給予受保人或其受益人，但每項保障賠償金額須受承保表所列每項保障的最高賠償額、限額及適用的賠償所規限。

1. 意外急救醫療

(1) 意外急救醫療費

賠償因意外事故引致受保人於保障地區內之醫院須進行即時緊急治療的醫療費用，或由意外事故發生日起 180 日內受保人於保障地區必須接受醫療、住院及治療的費用，或由於意外事故發生地點醫療條件的限制而必須轉送另一醫院的護送費。

就此保障，本公司無須對以下項目負責：

- (i) 診治受保人的醫生認為可合理地延遲接受手術或診治，直至受保人返回原居地；
- (ii) 醫院的單人或私家病房膳宿、診所或護理的費用，除非醫生認為受保人必須要此等安排；
- (iii) 牙科護理或診治，除非在保障地區內因意外受傷導致天然健康牙齒受創；
- (iv) 中醫及跌打治療費用；或
- (v) 未能提供由主診醫生列明因意外受傷發出的正式收據、醫學證書及診斷報告的索償。

(2) 覆診費

保障受保人在保障地區內所產生的首次上述意外急救醫療費用獲得接納和賠付後 30 天內因同一意外事故在中國內地指定網絡醫院或返回香港覆診所須支付之合理醫療費用(包括跌打、物理治療或整脊費)。

2. 意外身亡或永久完全傷殘

在保險期內，因意外事故導致受保人於保障地區內受傷，並由此事故發生日起 180 日內不幸身故或傷殘，本公司將按照下表賠償給受保人，若受保人身亡則賠償給受益人：

受傷程度	最高賠償額 (按承保表意外身亡或永久完全傷殘保障金額)
1. 身故(失蹤不能當作意外身故，但因海難或空難引致受保人所乘搭的飛機或船隻完全毀滅除外)	100%
2. 喪失兩肢、或雙目、或喪失一肢及一目	100%
3. 喪失一肢、或一目	50%

- (1). 在保險期的每 12 個月內，不論發生一次或多次賠償，本公司最高賠償責任，以不超過承保表內就此項保障最高賠償額的 100% 為限；
- (2). 上述表列身故或傷殘必須在意外事故發生之日起 180 日內造成；
- (3). 受保人不得因遭受同一次意外事故，而獲得上述表列內一項以上的賠償金額。
- (4). 若受保人於發生意外時正從事任何危險工作類別而導致意外身亡或永久完全傷殘，此項保障將不適用，但可按承保表內所列獲取意外津貼金額(若選擇家庭保障，此津貼不適用於子女)。

3. 急性病身亡

意指“猝死”。賠償受保人在保障地區內突然患上或發生不可預見的疾病引致在 24

小時內身亡。該種疾病不是人為因素致死，如自殺、手術或麻醉等而必須是意外、突然及非人為因素單獨地導致、與受保人的先前患有疾病及其個人體能無關係、自然發病致死。

4. 行李物品損失

因意外事故或偷竊造成受保人的行李物品於托運及寄放期間遺失或損壞。

就此保障，本公司無須對以下項目負責：

- (1) 因海關或其他官員或政府機構延誤、充公、扣留而引致的遺失或損毀；
- (2) 郵票、合約或隱形眼鏡的遺失或損毀或易碎物品的損毀；
- (3) 傳呼機、手提電話、手提之通訊設施、電子手帳、電腦設備、軟件或其附件的遺失或損毀；
- (4) 商業物品或樣本，儲存在錄影帶、儲存卡、鐳射光碟或類似物品的資料；
- (5) 載於承保表內之免賠額；
- (6) 沒有在發現遺失後立即報失及取得航空公司的「財物損失報告」；
- (7) 現金、鈔票、可轉讓票據、債券或證券、契約、代用貨幣(包括信用卡、八達通卡等)及其他任何類型的文件或付款工具、護照、簽證文件、機票、交通及住宿代用券或任何旅遊代用券的損失；
- (8) 沒有在發現遺失後 24 小時內向保障地區警方報失及取得報告。

5. 24 小時緊急支援服務

熱線電話(852) 2861 9292

若受保人在保障地區旅行或公幹時因發生嚴重身體損傷需要醫療、法律諮詢緊急協助，而這旅程並非

- 違反醫生的勸告及/或
- 是為接受或尋求海外醫療或手術治療

受保人或其代表可直接通知國際救援 24 小時緊急中心，要求以下服務及保障。任何由受保人自行支付的有關費用，將不會獲發還。

(1) 緊急醫療救援服務

i. 緊急護送

若受保人在保障地區遭遇身體損傷，而國際救援中心的醫療隊伍及受保人的主診醫生均建議受保人需要轉往其他醫療機構接受所需之適當治療，國際救援將安排及支付：

- a. 運送受保人至最就近的醫院；及
- b. 如站在醫療的角度上有需要，國際救援利用一切方法(包括但不限於救護機，固定班次之商務客機及陸上救傷車)以運送受保人至一所在設備上就該項身體損傷更為適合的醫院。

而有關以上的安排須由國際救援中心的醫療隊伍及受保人的主診醫生共同決

定。

為了完成醫療運送，國際救援會根據情況作出以下安排：

- a. 救護車連接醫院及機場
- b. 離境及入境手續
- c. 提供深切治療器材
- d. 在運送期間由合適醫務人員(如:麻醉師、心臟科醫生、普通科醫生、護士)護送，控制及穩定受保人的情況
- e. 救護車於機場接載及護送受保人
- f. 合適專科醫生在目的地候診
- g. 預留醫院床位
- h. 國際救援中心醫生密切跟進病人入院後病情
- i. 與受保人家屬聯絡並知會治療進展

ii. 治療後之護送服務

因意外損傷在當地治療後，根據受保人的主治醫生和國際救援的醫生共同認定，受保人的病情不會被影響下，將受保人護送回原居地，而其機票並不能用於護送服務，則國際救援將妥善安排受保人乘坐固定班次之航機(以一張經濟客位機票為準)或其他運輸方法(以一張經濟客位票為準)返回其原居地，一切護送費用包括往來機場的附加費用將由國際救援支付，惟受保人須把原有機票之未使用部份交回國際救援。

iii. 運返遺體/骨灰回國

如受保人在保障地區遭遇意外不幸身故，國際救援將作出安排(包括任何達到當地規例的步驟)及支付按照承保表內所列可達的最高金額

- a. 運返其遺體或骨灰至受保人的原居地，或
- b. 應受保人之繼承人或代表之要求，安排當地安葬，但該費用不得超過運送受保人遺體返回原居地之費用。棺木費用於任何情況下都不受保障。

iv. 親友探病

若受保人在保障地區因嚴重之身體損傷入住醫院連續 3 天以上，國際救援將安排及按照承保表內所列可達的最高賠償額支付受保人一名親屬或其指定人士的酒店普通房間的合理位住宿費用，但不包括飲料、膳食及其他額外房間服務費，由受保人原居地乘搭固定航班之客機(來回機票及以經濟客位為準)，前往受保人所在地點探望受保人。

v. 護送隨行之未成年子女返回原居地

若受保人在保障地區，因嚴重之身體損傷而住院或不幸去世，遺下同行而未滿 18 歲受供養之子女，而其子女之回程機票已失效，國際救援將安排該名子女乘坐固定航班之客機(以經濟客位為準)返回原居地，國際救援將支付有關機票費用，包括往返機場的交通費，但受保人須把機票的未使用部份交回國際救援。

如有需要，國際救援更會聘請及支付專人陪同受保人的子女返回原居地。

vi. 住院按金保證

若受保人在保障地區因意外遭遇身體損傷及當國際救援緊急支援中心之醫生及當地主診醫生均同意受保人須入住醫院時，國際救援可在受保人無法即時支付住院按金的情況下，提供達港幣 50,000 元之住院按金保證，但須依據第二部份項目 1 - 意外急救醫療費用的保障範圍及限額。

(2) 熱線支援服務

i. 醫療建議、評估及轉介約見

當需要醫療建議時，受保人可致電國際救援的緊急中心並向中心內當值醫生索取醫療建議及評估。但該項電話對話只屬建議性質，並不能視作對受保人之診斷。若醫療上有需要，受保人可轉介至合適之醫生或專科醫生，以獲取其個人評估；而國際救援可代為預約有關醫生。但所有醫療費用及相關之費用需由受保人自行支付。

ii. 旅遊諮詢

受保人可在旅程前或旅程期間，向國際救援諮詢以下資料或服務：

- a. 最新的免疫及防疫要求及需要
- b. 世界各地天氣
- c. 機場稅
- d. 海關條例
- e. 護照/簽證要求
- f. 領事館/大使館之地址及聯絡電話
- g. 貨幣兌換率
- h. 銀行工作日
- i. 當地語言及翻譯服務
- j. 護送子女回國
- k. 因醫療緣故需傳遞緊急訊息

iii. 代尋行李

如運送機構遺失或誤送受保人的行李，國際救援可代為向有關機構包括航空公司、海關及政府機關查詢代尋。若尋回行李將轉送到受保人之指定地方。

iv. 更改行程之緊急安排

若受保人遇緊急事故需更改原先行程，國際救援將會協助受保人重新安排所乘坐之飛機班次。

v. 護照補發遞送

當受保人旅程所需之文件或個人證件(如護照、簽證等)遺失或被盜竊，國際救援中心將向受保人提供所需資料，以便受保人向有關當局補辦證件。

vi. 法律轉介

應受保人要求，國際救援可提供全球律師及律師行的轉介服務。

vii. 出院後療養住宿

若受保人在保障地區遭遇身體損傷及受保人之主診醫生與國際救援之醫生認為受保人於出院後需即時進行療養，國際救援將會為受保人安排及支付出院後之酒店住宿費用，每天上限則為港幣 1,200 元，並最長可達連續 5 天。

viii. 安排緊急回國料理親人後事

當受保人於保障地區期間（不包括移民）獲悉其直系親屬身故（指父母、配偶、子女或兄弟姊妹），須立即折返其原居地，國際救援將安排受保人乘坐客機（單程經濟客位）返回原居地及支付有關的機票費用。

(3) 除外責任

- i. 在無國際救援介入的情況下，受保人理應支付早已產生的費用。
- ii. 根據國際救援醫生的意見，受保人因身體損傷可在當地獲妥當的治療後，便能繼續旅程或返回工作，國際救援將不會為該受保人作出任何支援服務的安排。
- iii. 經國際救援之醫生意見認為受保人在無醫療人員陪同下，仍能如一般乘客可乘坐普通航班返回原居地，國際救援將不負責所支出的費用。除非國際救援的醫生認為有需要的則除外。
- iv. 因罷工、戰爭、敵國入侵、武裝衝突（不論是否正式宣戰）、內戰、內亂、叛亂、恐怖行動、政變、暴動、群眾騷擾、政治或行政干預、輻射或自然災難等的不可抗力事項或不可歸責於國際救援之事由所導致救助行動延誤、無法提供或進行而產生的任何責任。
- v. 所有未經國際救援事先同意的任何費用或直接提供的服務。

家庭保障

如在本保單的受保人是家庭，本公司在每一受保項目的合計最高賠償不得超過本保單承保表內就該項目所列最高金額的 200%。（不適用於項目 1 及 5）。

第三部份 - 一般除外責任

本保單不包括由於下列任何一個原因，直接或間接或因完全或部份之關係而導致之索償：

1. 自殺、被謀殺、自傷、毆鬥、醉酒、吸毒、中毒，患後天性免疫力缺乏綜合症（AIDS）或感染後天性免疫力缺乏綜合症病毒之抗體（HIV）、性病、神經錯亂、慢性疾病、傳染病、分娩、懷孕、流產、服用藥物或牙科病，以及因上述疾病之手術治療所致的傷殘、身故；
2. 因為任何無牌駕駛及/或酒後駕駛，而引致受保人發生意外事故及/或意外傷亡的事件；
3. 戰爭、軍事行動、敵對行為、內亂、罷工、暴動、武裝叛亂、抗議、恐怖活動或任何不合法勾當行為，受保人的故意行為或犯罪行為，以及因違反所在國的法律

行為；

4. 核爆炸、核輻射或核污染；
5. 參加危險活動(或就該等活動作實習或參與特有的訓練)包括(但不限於)水肺潛水、吊索跳崖、登山或攀山(指徒手攀山或需要利用繩索或誘導繩為輔助工具者)、空中飛行、懸掛滑翔、乘坐電單車、跳傘、洞穴探險、打獵、探掘、冒險(救護行為除外)、漂流、賽馬、賽車或其他競跑以外的比賽、武術比賽、摔跤比賽、冬季運動(包括冰上曲棍球與任何其他在雪地或冰上進行的運動)及職業性運動；
6. 受保人因先天或本身已存在的身體缺陷或病症而遭受之身故或體殘，或因此缺陷或病症引致之手術，而此缺陷或病症未有事先填報或得本公司同意承保的；
7. 執行軍警、紀律部隊工作職務期間；
8. 當地運輸單位、公安機構或相關機構命令徵用、沒收、銷毀的行李物品；
9. 發生在保障地區以外的意外事故；
10. 受保人違反醫生的勸告或以醫治疾病為目的前往保障地區；
11. 受保人以移民或升學為目的前往保障地區。

第四部份 - 保單終止及更改

1. 終止

- (1). 本公司有權隨時以書面發出 30 日通知以終止本保單，該通知將以普通郵寄至投保人的最後通知地址。尚未屆滿承保期的保費，本公司將按比例退回投保人。
- (2). 當每一保單年度屆滿，本公司給予投保人不超過 30 天的繳付續保費寬限期。如超過繳費寬限期仍未繳費者，本保單的保障則於剛完結的保單年度屆滿日起即行失效。
- (3). 若投保人以書面通知（最少於保單年度屆滿 30 日前）本公司終止保單，則有關終止生效日為
 - i. 就一年保險期保單：接獲有關終止通知書後的首年屆滿日終止保單，所有已繳保費均不獲退還。
 - ii. 就兩年保險期保單：若首年接獲有關通知書，首年屆滿日終止保單，已繳第二年全年保費將獲退還。若第二年接獲有關通知書，第二年屆滿日終止保單，所有已繳保費均不獲退還。
 - iii. 就三年保險期保單：若首年接獲有關通知書，首年屆滿日終止保單，已繳第二及第三年全年保費將獲退還。若第二年接獲有關通知書，第二年屆滿日終止保單，已繳第三年全年保費將獲退還。若第三年接獲有關通知書，第三年屆滿日終止保單，所有已繳保費均不獲退還。
- (4). 子女的保障將於其年屆 18 歲後的首個保單年度屆滿日終止。
- (5). 任何配偶或子女身亡或不再符合「第一部份 - 定義」內所界定的身份，其於此保單的保障則立即終止。

2. 更改

- (1). 如投保人欲更改受保人的個人資料或受益人姓名或保障內容，須書面申請，經本公司同意及加簽批單後方能生效。
- (2). 投保人在本保單的每個保單年度屆滿 45 日前，可向本公司發出書面申請轉換本保單的保障計劃。經本公司批核後，新保障計劃及保費將於最新的續保保單年度的首日開始生效。

第五部份 – 自動續保協議

本保單於投保人繳付保費時自動續保，並且不會發出續保文件，除非於續保日前接獲本公司更改保單條款或取消保單的書面通知。投保人現時持有的保單及已繳付保費的收據將是本保單有效的證明。

第六部份 – 索償手續

1. 在保險期內，受保人發生意外事故或急性病身亡，受益人應於受保人遺體或骨灰運返香港之日起 10 日內以書面通知或親身向本公司申請賠償並提供下列正本文件：
 - (1). 申請理賠表格；
 - (2). 醫學死亡證明或驗屍證明；
 - (3). 殯葬證明、火化證明、遺體或骨灰運返原居地的證明和費用收據；
 - (4). 若屬急性病死亡，須提供醫療病歷與證明；
 - (5). 事發保障地區的政府部門發出的死亡證及意外事故證明（如交通事故證明等）。
2. 在保險期內，受保人發生意外事故引致傷殘，受保人須在發生意外日起 60 日內以書面通知或親身向本公司申請賠償並提供下列正本文件：
 - (1). 申請理賠表格；
 - (2). 傷殘程度鑒定（醫院出具的傷殘程度證明）；
 - (3). 在醫院就診的傷殘病歷資料（包括門診病歷、急診病歷或住院病歷、出院小結、輔助檢查的各項報告；如 X 光片、CT 片及其報告等）；
 - (4). 意外證明（如警察報告）。本公司保留檢驗及確定受保人傷殘程度的權利。
3. 在保險期內若受保人發生意外事故引致須要在醫院接受治療，而受保人向保障地區內的國際緊急救援網絡醫院出示「中國通卡」或先致電 24 小時緊急救援熱線先安排醫療服務，可獲診治。受保人獲得醫療服務後，應於離院時在賬單上簽署作實，若不超過本保單承保表所列的最高保障額，則毋須繳付費用。若醫療費用超過最高保障額、並非因意外事故或超出保障範圍所致，須由受保人即時支付。
4. 在保險期內，如受保人發生意外事故引致須在醫院接受治療，而受保人自行繳付緊急醫療費用、救護車費用或轉院護送費用，受保人須盡快及必須在出院後 30 日內以書面通知或親身向本公司申請索償並提供下列正本文件：

- (1). 申請理賠表格；
 - (2). 住院證明及醫療診斷書；
 - (3). 醫療費用清單及收據；
 - (4). 救護車費用收據；
 - (5). 醫院之轉院證明及轉院護送費用收據；
 - (6). 意外證明(如警察報告)。
5. 在保險期內，如有行李物品損失，受保人須於抵香港之日起 10 日內以書面通知或親身向本公司申請賠償並提供下列正本文件：
- (1). 申請理賠表格；
 - (2). 當地運輸單位、公安機構或相關機構出具的行李物品受損、遺失和偷竊的事故證明；
 - (3). 損失行李清單。
6. 在保險期內，如受保人曾致電尋求緊急援助或自行乘搭公共交通工具到醫院接受治療，則須於返抵香港之日起 10 日內以書面通知或親身向本公司申請賠償並提供下列正本文件：
- (1). 申請理賠表格；
 - (2). 相關機構發出或蓋章的電話費用證明（須顯示日期、時間及致電號碼）；
 - (3). 當地公共交通工具之收費證明（須顯示日期、時間）。
7. 在合理及有需要的情況下，本公司有權隨時要求受保人自費提供其他證明文件。

第七部份 – 一般保單條文

1. 解釋

本保單應與其承保表、備忘錄及批單一併閱讀，而本保單、其承保表、備忘錄或批單任何部份內之任何字詞或字句如帶有特定解釋，在任何情況下出現都視作帶有此種解釋。

2. 重複投保

受保人不得投保多於一份本公司承保的「中國通 – 意外急救醫療保險單」。倘若受保人投保多於一份相同保險，本公司將以受保人首先投保之保單為準，而其餘投保之保單自保險生效日起取消，並退回已收訖保費予投保人，嗣後本公司毋須向任何有關人等承擔責任。

3. 保障卡遺失或更改

若受保人遺失“中國通卡”或要求更改有關內容，投保人應書面通知本公司，繳付手續費 HK\$100 後，本公司將再發新卡予受保人。

4. 欺詐

投保人於投保書上，批單(若存在)內提供的資料及陳述聲明將視為此保單的基礎，如有任何欺騙或蓄意誇大的索償，或有任何虛假的聲明或陳述，本保單將會失效及索償不會獲得賠償。

5. 支付賠償

任何由投保人或其指定合法受益人就任何收訖賠償後簽訂的收據，均被視為本公司在這段期間最終和完全履行所有法律責任。

6. 合理保護

投保人或受保人必須合理保護自己免受意外、受傷、疾病或財物遺失或損毀。

7. 償權轉移

本公司根據本保單就任何索償作出賠償後，倘因此而有權向任何第三者追討、索償或可將償權轉移，投保人在本公司要求及付出所需費用之情況下，須合作及容許執行一切必須而合理之行動或事情（不論該等行動及事情是在本公司給予賠償前或後），以協助本公司向該等第三者追討任何權利及補償，或索取補償或賠償。

8. 貨幣

根據本保單，所應支付的保費及保障額均以香港貨幣支付。

9. 法律及司法管轄權

本保單在所有方面均受香港法律管限，並按香港法律釋義。對於本保單有關的任何事項所產生的爭議、索償或法律訴訟，香港法院將具有唯一和獨有的司法管轄權。

10. 仲裁

所有因本保單而引起之歧見須根據仲裁條例（及不時之修訂）作出決定。若然雙方對委任一名仲裁人不能達成協議，則有關選擇需交由香港國際仲裁中心之主席作出決定，在這裏明確申明，取得仲裁裁決為任何有關本保單之訴訟權利或官司之先決條件。若然本公司對投保人及/或家屬就任何依本保單提出之索償表示無須負責，而該索償又未在作出拒賠日後 12 個月內轉交仲裁，則無論如何，該索償將被視作已被放棄，而此後亦不得再追討。

11. 錯誤與遺漏

整理記錄時的文書錯誤不應使在其他方面均有效的保障項目失效，亦不會使在其他方面均應有效地終止的保障項目繼續有效。若受保人的年齡或出生日期或其他有關資料無意中報錯，以致影響賠償或保障範圍或本保單任何條款，則本公司將按真實的年齡及資料來決定是否就本保單的條款給予賠償，並決定賠償額。若本公司認為應按本保單支付賠償，則絕對有權酌情調整保費。

12. 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。

13. 信託或轉讓之禁制

本保單不可轉讓，同時投保人保證本保單並不隸屬於任何信託，亦不涉及任何留置權或押記。本保單將於保險期內由投保人擁有。

14. 利息

本保單支付的保障均不帶利息。

以下條款均視作此保單的一部份

恐怖主義除外責任

不論此保單內容及其任何批單當中含有任何相反條款，現特同意，此保障並不包括由恐怖主義活動直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出，不論是否同時受任何其他原因或事件影響，或與該項損失以任何次序接續發生。

就此保單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

此保單亦排除為了控制、阻止、鎮壓，或以任何恐怖主義活動方式所採取的行動，而直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出。

倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由投保人承擔。

倘若此項的除外責任的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

資訊科技澄清條款

此保單所保障的財產損壞須指財產本體的實質損壞。

財產本體的實質損壞並不包括數據或軟件的損壞，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變。

因此，下列事項排除於此保單的保障範圍以外：

- (1) 數據或軟件的損失或損毀，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變，及由於該等的損失或損毀而導致的任何商業停頓損失。雖然有此除外責任，因財產本體受保障的實質損壞，而直接導致的數據或軟件損失或損毀，將會受到保障。
- (2) 由於數據、軟件或電腦程式的功能、可用性、使用範圍或可讀取性受損，而導致損失或損毀，以及因該等損失或損毀而導致的任何商業停頓損失。

收集個人資料聲明

您提供的資料，為中銀集團保險有限公司（“本公司”）提供保險業務所需，並可能使用於下列目的：

- (i) 處理及審批您的保險申請或您將來提交的保險申請；
- (ii) 執行您保單的行政工作及提供與您保單相關的服務；
- (iii) 分析或調查、處理及支付您保單有關的索償；
- (iv) 發出繳交保費通知及向您收取保費及欠款；

- (v) 任何與保險有關的產品或服務的任何更改、變更、取消或續期；
- (vi) 就以上用途聯絡您；
- (vii) 本公司行使任何代位權；
- (viii) 其它與上述用途有直接關係的附帶用途；及
- (ix) 遵循適用法律，條例及業內守則及指引。

本公司亦可因應上述用途將您的個人資料移轉予下列各方：

- (a) 就上述用途，向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- (b) 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- (c) 追討欠款的收數公司或索償代理；
- (d) 保險資料服務公司及信貸資料服務公司；
- (e) 再保公司及再保經紀；
- (f) 您的保險經紀（若有）；
- (g) 本公司的法律及專業業務顧問；
- (h) 本公司的關連公司（以《公司條例》內的定義為準）；
- (i) 現存或不時成立的任何保險公司協會或聯會或類同組織（「聯會」）及其會員，以達到任何上述或有關目的，或以便「聯會」執行其監管職能，或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予「聯會」的職能；
- (j) 透過「聯會」移轉予任何「聯會」的會員，以達到任何上述或有關目的；
- (k) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；
- (l) 保險索償投訴局及同類的保險業機構；及
- (m) 法例要求或許可的政府機關。

您在此授權本公司可向「聯會」從保險業內收集的資料中查閱及/或核對您任何資料。

此外，經您同意，本公司可能會以其它方式使用及披露您的個人資料。

您有權查閱及要求更正由本公司持有有關您的個人資料。如有需要，可向本公司法律與合規部提出（電話：2867 0888，傳真：3906 9939）。

使用資料作直接促銷

在取得您的有關書面同意下（包括您不反對之表示），本公司擬使用您的資料作直接促銷。本公司會遵從條例內有關直接促銷的規定。請注意以下：

- (1) 本公司持有您的姓名、聯絡詳情、產品及服務組合信息及統計資料可不時被本公司用於直接促銷；
- (2) 以下服務類別可作推廣：
 - (i) 財務、保險及相關服務和產品；
 - (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品；
 - (iii) 本公司的聯名合作夥伴提供之服務和產品（有關服務和產品的申請表上會提

- 供聯名合作夥伴的名稱(視屬何情況而定)); 及
- (iv) 為慈善及或非牟利的目的之捐款及資助;
- (3) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐:
- (i) 本公司或中銀香港(控股)有限公司或其附屬公司之任何成員;
 - (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;
 - (iii) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定)); 及
 - (iv) 慈善或非牟利組織;
- (4) 除本公司推廣上述服務、產品及標的外,本公司同時擬提供列明於上述第(1)段之資料至上述第(3)段的所有或其中任何人士,該等人士藉以用於推廣上述服務、產品及標的,並本公司須為此目的取得您的同意(其中包您不反對之表示);

若您不同意本公司使用或提供其資料予其他人士,藉以用於以上所述之直接促銷,您應通知本公司法律與合規部(電話:2867 0888, 傳真:3906 9939)以行使其不同意此安排的權利。

(本中文保單譯本只供參考,如與英文保單原文有差異,概以英文版本為準。)



9/F., Wing On House, 71 Des Voeux Road Central, Hong Kong. Tel: 2867 0888 Fax: 3906 9906

Enquiry Hotline: 3187 5100

「CHINA EXPRESS」 ACCIDENTAL EMERGENCY MEDICAL PLAN POLICY

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LTD. (*hereinafter called "the Company"*) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limits of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

Provided always that the due observance and fulfillment by the Insured of all the conditions contained or incorporated herein and the truthfulness accuracy and completeness of the information contained in the proposal and declaration shall be a condition precedent to any

liability on the part of the Company under this Policy.

For the purpose of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and save for the word Insured, words importing the masculine gender only also include the feminine and vice versa.

PART I – GENERAL DEFINITIONS

Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule, endorsement and any memoranda shall bear such specific meaning wherever it may appear.

- 1. Accident:** means death or injury caused by an unforeseen and unexpected event of violent, accidental, external and visible nature, and which are independent of any other cause and not caused by Sickness, disease or gradual physical or mental disorder.
- 2. Beneficiary:** means the person named in the Schedule as beneficiary, if no designed beneficiary, the benefit shall be paid to the Insured Person's estate according to the laws of Hong Kong.
- 3. Adult:** means a person aged 18 or over.
- 4. Child:** means the dependent unmarried legitimate Child including stepchild and legally adopted Child of the Insured or Adult Insured Person who is aged below 18 years old, and residing in the Insured or Adult Insured Person 's household and:
 - (1) travelling to the Covered Area with the Adult Insured Person (who must be his parent); or
 - (2) travelling to the Covered Area under the custody care of an Adult (applicable to minor who is insured on standalone basis)
- 5. China Express Card:** means the "China Express" Accidental Emergency medical card issued by the Company to the Insured Person. In the event of Accident requiring Emergency medical treatment, service will be provided by approx. 250 appointed hospitals under the Hospital Network in the Mainland China.
- 6. Country of Residence:** means Hong Kong (unless otherwise specified in the proposal form)
- 7. Covered Area:** the Mainland China (For Insured Plan with "Annual Silver Card"

Covered Area is limited to Guangdong and Fujian provinces only).

- 8. Dangerous Work:** means taking part in performing entertainment or film / television production (i.e. producer or actor etc.) or stuntman or martial arts fighter; driving commercial vehicle (lorry, crane truck, coach etc.); working at height exceeding 30 feet above ground or floor level or excavations in any part of a depth of 20 feet from the surface; working on board or terminal; working on a construction site; using of machinery driven by steam, gas, water, electricity or other mechanical power or machinery for cutting or pressing metal or plastic.
- 9. Emergency** means a serious medical condition or distress which could not be reasonably prevented and for which specific external help is required.
- 10. Excess:** means the amount to be deducted from any valid claim as shown in the Schedule or any endorsement of this Policy,
- 11. Family:** means the Insured Person's immediate family including themselves, their Spouse and Child as named in the Schedule.
- 12. Hong Kong:** means Hong Kong Special Administrative Region
- 13. Hospital:** means a legally constituted establishment operated pursuant to the laws of the Covered Area in which it is based, the establishment has to be above the county level and operates under Western medical practices and meeting all of the following requirements in that it:
- (1) operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on an in-patient basis;
 - (2) admits in-patient only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
 - (3) maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
 - (4) provides full-time nursing service by and under the supervision of a staff of nurses;
 - (5) maintains one or more legally licensed Physician in residence;
- “Hospital” shall not include the following:
- (1) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - (2) a place for the aged; a rest home; a place for drug addicts or alcoholics;

- (3) 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, extended-care facility or rest home;
- (4) establishment operates under Chinese medical practices.
- 14. Hospital Network:** means the hospitals appointed by the Emergency Assistance Service to carry out the Accidental Emergency assistance in the Mainland China. Service scope are
- (1) Silver card: appointed hospital in Guangdong and Fujian provinces only.
- (2) Gold card and Standard card”: appointed hospital in all provinces in the Mainland China.
- 15. Insured:** means owner of this Policy, aged 18 or above in whose name this Policy is issued and named as Insured in the Schedule.
- 16. Insured person:** means the insured person named in the Schedule or endorsement.
- 17. Insured Plan:** means the plan insured under this Policy and shown in the Schedule.
- 18. Loss of one limb:** means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 19. Loss of one eye:** means the complete and irrecoverable and irremediable loss of the sight of an eye.
- 20. Physician:** means any person legally licensed, registered and authorized by the government with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a medical practitioner who is the Insured or Adult Insured Person, or the Spouse or relative of the Adult Insured Person.
- 21. Period of Insurance:** means the period commencing on the effective day of insurance as stated in the Schedule and terminating on the date of termination of this Policy in accordance with “PART IV Item 1 - Termination” with respect to each Insured Person or the Policy.
- 22. Schedule:** means the Schedule attached to and forms part of this Policy.
- 23. Policy Year** means each continuous twelve (12) months, or twenty-four (24) months, or thirty-six (36) months period starting from the effective date of this insurance as stated in the Schedule.
- 24. Sickness** means unforeseen illness or disease commencing or contracted by the Insured Person within the Covered Area which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Physician.
- 25. Spouse:** means the legally married spouse resides in the Adult Insured Person’s household.

PART II – INSURED BENEFITS (per Insured Person)

If during the Period of Insurance the Insured Person sustained the following incident as a result of Accident in the Covered Area, the Company will settle the claim amount to the Insured Person or the Beneficiary in accordance with the Terms of the Policy and subject to the limits of each covered item, maximum limits as specified in the Schedule.

1. Accidental Emergency Medical

(1) Accidental Emergency Medical Expenses

As a result of Accident in the Covered Area, will indemnify the Insured Person against the expenses incurred in receiving in-Hospital Emergency medical treatment, or against the necessary cost of hospitalization and treatment received by the Insured Person within 180 days after the incident happened in the Covered Area, or against the necessary cost of transports to another Hospital due to limited medical facilities at the place of Accident.

For this benefit, the Company shall not be liable for:

- (vi) surgery or medical treatment which in the opinion of the Physician treating the Insured Person can be reasonably delayed until the Insured Person returns to Country of Residence;
- (vii) cost of single or private room accommodation at a Hospital, clinic or nursing home, except in the opinion of the Physician, it is deemed necessary for the Insured Person for such accommodation;
- (viii) dental care or treatment, except as necessitated by Accidental injuries to sound natural teeth occurring in the Covered Area;
- (ix) treatment expenses of Chinese herbalists and bonesetters; or
- (x) claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the Accidental injuries, issued by the attending Physician.

(2) Follow up Medical Expenses

If the Company has admitted and paid the claim for the Accidental Emergency medical treatment incurred by the Insured Person in the Covered Area in the first place, any reasonable expenses arising from follow-up medical treatment of the same Accident within 30 days at the appointed Hospital under the Hospital Network in the mainland China or after returning to Hong Kong will also be payable (include bone-setter, physiotherapy or chiropractic expenses).

2. Accidental Death or Permanent Disablement

If during the Period of Insurance the Insured Person shall suffer the following bodily injury

within 180 days from the date of Accident resulting in death or disablement, the Company will pay to the Insured Person, or in the event of the death of the Insured Person to his Beneficiary, the benefits specified in the below table:

Extent of injury	Maximum limit of indemnity (payable in accordance with benefit amount for Accidental Death or Permanent Disablement in the Schedule)
1. Death (Accidental death shall not be in any way be presumed by reason of disappearance of the Insured Person except in the event of the total loss by wreck of the ship or aircraft on which the Insured Person was traveling)	100%
2. Loss of two limbs; or both eyes; or loss of one limb and one eye	100%
3. Loss of one limb or loss of one eye	50%

- (1). The total liability of the Company in respect of any claim or claims accumulated for every 12 months shall not exceed 100% of the amount under this item as specified in the Schedule;
- (2). Death or disablement shown in the table above must be resulted within 180 days from the date of Accident;
- (3). The Insured Person shall not be entitled to claim under more than one items shown in the above table in respect of any one Accident;
- (4). If the Insured Person at the time of Accident is engaging in any Dangerous Work causing death or permanent disablement, no benefit shall be payable under this item instead Accidental allowance as shown in the Schedule will be payable. (If Family is insured, this allowance is not applicable to Child)

3. **Death from sudden Sickness**

Means death results from “acute disease”. Indemnity will be provided if the Insured Person incurred sudden, unforeseen Sickness in the Covered Area and results in death within 24 hours. Such Sickness resulting in death must not arise from personal means, i.e. suicide, surgery or anesthesia etc., the cause of death must arise from Accident, suddenly and from natural Sickness which is independent from and unassociated with any pre-existing, Sickness or physical condition of the Insured Person.

4. **Luggage Loss**

Loss or damage to the Insured Person’s luggage in transit by authorized carrier as a result from Accident or theft.

For this benefit, the Company shall not be liable for:

- (1) loss or damage arising from delay or confiscation or detention by Customs or other

- official or government authority;
- (2) loss or damage to stamps, contact or corneal lenses or damage to fragile articles;
 - (3) loss or damage to any pager, mobile phone, portable telecommunication equipment, computer equipment and/or parts, software or necessity;
 - (4) business goods or samples, data recorded on tapes, cards, discs or otherwise;
 - (5) Excess amount stated in the Schedule;
 - (6) loss or damage not reported immediately on discovery and a "Property Irregularity Report" is not obtained from an airline;
 - (7) loss of cash, banknotes, negotiable instruments, bonds or securities, deeds, plastic money (including credit cards and Octopus cards etc.) and other instruments of payment or documents of any kind, passports, visas, air tickets, transportation and accommodation or any other travel vouchers or coupons;
 - (8) loss not reported to the police at the Covered Area within 24 hours of discovery nor a report is obtained.

5. **24-Hour Emergency Assistance Services and Benefits Hotline : (852) 2861 9292**

If the Insured Person shall suffer serious bodily injury or is in need of medical, legal administrative Emergency assistance in the Covered Area while arising out of and in the course of his trip whether for leisure or business, provided that such trip is not undertaken

- against the advice of the Physician and/or
- for the purpose of obtaining or seeking any medical or surgical treatment aboard.

the following Emergency assistance services and benefits are available directly from the Emergency Assistance Service upon specific verbal notification by the Insured Person or his personal representative to any of the specified 24-hour alarm center, provided that the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him.

(1) Emergency Medical Assistance

i. Medical Evacuation

Should the Insured Person suffer from bodily injury in the Covered Area such that Emergency Assistance Service's medical team and the attending Physician recommend hospitalization in another medical facility where the Insured Person can be suitably treated, Emergency Assistance Service will arrange and pay for:

- a. the transfer of the Insured Person into one of the nearest Hospital and,
- b. if necessary on medical grounds, the transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a Hospital more appropriately equipped for the particular bodily injury.

The medical team and attending Physician will at their discretion determine the

necessary arrangement according to the circumstances.

To complete the medical evacuation, the Emergency Assistance Service will in accordance to the condition arrange for the following:

- a. ambulance to transfer the Insured Person to the airport of departure
- b. emigration/immigration and customs clearances at the airport of departure/destination
- c. intensive care equipment
- d. qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- e. ambulance on the tarmac to meet the Insured Person and the medical escort at the airport of arrival
- f. immediate consultation by appropriate specialist upon arrival
- g. reservation of bed in receiving Hospital
- h. constant monitoring of the medical condition of the Insured Person during his hospitalization by the Emergency Assistance Service's doctor
- i. liaison with the family of the Insured Person and updating of the evolution of the treatment

ii. Repatriation after Treatment

After an Accidental bodily injury and local treatment, in the event that the Insured Person's medical condition in accordance with the medical opinion of both the attending Physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his Country of Residence by scheduled airline flight (on one economy class ticket) or any other appropriate means of transportation (on one economy class ticket), including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Emergency Assistance Service. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending Physician and the Emergency Assistance Service's alarm center under constant medical supervision.

iii. Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person following an Accident, the Emergency Assistance Service will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to the amount specified in the Schedule for

- a. the repatriation of the Insured Person's body or ashes to the Insured Person's Country of Residence, or

- b. at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Emergency Assistance Service's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. In any event cost of coffin is not covered.

iv. Compassionate Visit

In the event of the Insured Person suffering from serious bodily injury resulting in Hospital confinement in the Covered Area for more than three (3) consecutive days, the Emergency Assistance Service will in accordance to the maximum limit as stated in the Schedule arrange and pay for the cost of a return scheduled airline (on round trip economy fare basis) or any reasonable transportation means (on economy class basis) for a relative or designated person of the Insured Person to travel from the Insured Person's Country of Residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel, but excluding the cost of drinks, meals and other room services. The hotel accommodation benefit is only provided during the period of Insured Person's hospitalization.

v. Return of Unattended Dependent Child to Country of Residence

If any of the Insured Person's travelling dependent Child under eighteen (18) years of age is left unattended by reason of the Insured Person's bodily injury resulting in Hospital confinement or the death of Insured Person in the Covered Area, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such Child to return to his home in the Insured Person's Country of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service. If necessary, the Emergency Assistance Service will also hire and pay for a qualified attendant to accompany any such dependent Child for return journey.

vi. Deposit Guaranteeing of Hospital Admission

After an Accidental bodily injury and Hospital admission duly approved by both the attending Physician and the Emergency Assistance Service's alarm center doctor and the Insured Person is without means of payment of the required Hospital admission deposit, the Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$50,000 and subject to the condition, covers and limits of Part II item 1 – Accidental Emergency Medical Expenses.

(2) Hotline Assistance Service

i. Medical Attention, Telephone Medical Advice

When medical advice is needed, the Insured Person may call the Emergency Assistance Service's alarm center for medical advice and evaluation from the attending Physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another Physician or to a medical specialist for personal assessment and the Emergency Assistance Service will assist the Insured Person in making the medical appointment. All Physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Assistance Service.

ii. Travel Information

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his journey.

- a. Update immunizations and vaccinations requirement and needs
- b. Weather information worldwide
- c. Airport taxes
- d. Customs requirements
- e. Passport and visa requirements
- f. Consulate and embassies addresses and contact numbers
- g. Exchange rates
- h. Banking days
- i. Language information & arrangement of interpreter services
- j. Arrangement of Child escort
- k. Transmission of urgent messages in case of Emergency

iii. Luggage Retrieval

In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Emergency Assistance Service will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.

iv. Emergency Rerouting Arrangements

The Emergency Assistance Service will assist the Insured Person in reorganizing his flight schedule should an Emergency oblige him to alter his original plan.

v. Administration Assistance on Loss of Travelling Document

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), the Emergency Assistance Service will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the

replacement of such lost or stolen documents.

vi. Legal Assistance

Provide worldwide referral of lawyers and solicitors firms at the Insured Person's request.

vii. Hotel Room Accommodation for Convalescence

The Emergency Assistance Service will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up HK\$1,200 per day for a maximum of 5 (five) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the Hospital, and if such Accident happened in the Covered Area, and deemed medically necessary by Emergency Assistance Service's doctor.

viii. Unexpected Return to the Country of Residence

In the event of the death of the Insured Person's immediate relative (shall mean parents, spouse, Child or siblings) in his Country of Residence while the Insured Person is travelling in the Covered Area (excluding the case of immigration) necessitating an unexpected return to his Country of Residence, the Emergency Assistance Service will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.

(3) Exclusions

- i. Costs which would have been payable by the Insured Person if the event giving rise to the intervention of Emergency Assistance Service had not occurred.
- ii. Cases of bodily injury which in the opinion of the Emergency Assistance Service's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work, the Emergency Assistance Service will not provide any service to the Insured Person.
- iii. No expenses incurred will be borne by the Emergency Assistance Service if the Insured Person in the opinion of the Emergency Assistance Service's doctor is physically able to return to his Country of Residence sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.
- iv. Emergency Assistance Service will not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of Force Majeure which prevents the Emergency Assistance Service from providing such assistance services.
- v. Any expenses incurred without the prior approval of Emergency Assistance

Service or any services not directly rendered by Emergency Assistance Service.

FAMILY COVER

If Family is insured under this Policy, the maximum benefit payable by the Company in respect to each covered item shall not exceed 200% in aggregate of the amount specified in the Schedule of this Policy. (not applicable to (Item 1 & 5))

PART III – GENERAL EXCLUSIONS

The insurance under this Policy does not cover claims directly or indirectly or fully or partially caused by or resulting from any of the followings:

1. Suicide, murder, self-inflicted injury, fighting, alcoholism, drug addiction, poisoning, acquired immune deficiency syndrome or human immunodeficiency virus (HIV), venereal diseases, insanity, chronic disease, infectious disease, Childbirth, pregnancy, miscarriage, misuse of drugs or dental disease; any above medical or surgical treatment causing disablement or death;
2. Any unlicensed driving or more than the legally permitted level of alcohol in the blood whilst driving any vehicle causing the Insured Person injury or death;
3. War, act of war, hostilities, civil war, strike, riot, remonstrance, military, act of terrorism or taking part in any illegal act; Insured Person any willful, malicious or an violate the country law activity;
4. nuclear explosion, radiation or pollution;
5. engaging in (or practicing for or taking part in training peculiar to) dangerous activities including but not limited to aqualung diving, bungee jumping; climbing or mountaineering (unarmed climbs or necessitating the use of ropes or guide; engaging in air travel, hang – gilding; motor cycling; parachuting; pot-holing; hunting; digging over; adventure(except for rescue); drift; horse racing, car racing, racing other than on foot; martial art competition, wrestle competition; winter sports(including ice hockey and any other sports requiring snow or ice of play) and professional sports ;
6. the Insured Person suffering from congenital or pre-existing physical defect or infirmity which had not been declared to and accepted by the Company;
7. engaging service in the military, police or forces;
8. any luggage damage by the order of Government de jure or de facto or any public, municipal or transportation department;
9. any Accident occurred outside the Covered Area.
10. travel to the Covered Area against the advice of a Physician or the purpose of obtaining medical treatment;
11. if the Insured Person is traveling to the Covered Area for the purpose of migration or studying.

PART IV – TERMINATION OF POLICY AND CHANGES

1. Termination

- (1) The Company shall have the right to cancel this Policy at any time by giving not less than thirty (30) days notice in writing by ordinary course of post to the Insured's last known address, and the Company will return the Insured the premium for unexpired period on a pro-rata basis.
- (2) The Company will provide the Insured not exceeding 30 days grace period for premium payment for each renewal Policy Year. If payment is not made within the grace period, this Policy shall become invalid from the expiry date of the Policy Year that provides for the said grace period.
- (3) If the Insured gives notice in writing (minimum 30 days before the expiry date of the Policy Year) to terminate this Policy, such termination shall become effective
 - i. for one year Period of Insurance Policy: upon the expiry of the first year after receiving the notice of cancellation. All premium paid will not be refunded.
 - ii. for two year Period of Insurance Policy: if such notice is received during the first year, the Policy will be cancelled upon the expiry date of the first year, full year premium paid for the second year will be refunded. If such notice is received during the second year, the Policy will be cancelled upon the expiry date of the second year, all premium paid will not be refunded.
 - iii. for three year Period of Insurance Policy: if such notice is received during the first year, the Policy will be cancelled upon the expiry date of the first year, full year premium paid for the second and third year will be refunded. If such notice is received during the second year, the Policy will be cancelled upon the expiry date of the second year, full year premium paid for the third year will be refunded. If such notice is received during the third year, the Policy will be cancelled upon the expiry date of the third year, all premium paid will not be refunded.
- (4) Insurance in respect of insured Child(ren), shall terminate forthwith upon the Policy expiry date next following his or her attainment of age eighteen (18) years.
- (5) Any Spouse or Child(ren) shall cease to be an Insured Person forthwith upon his or her death or upon his or her ceasing to be Spouse or Child(ren) as defined in the PART I - General Definitions.

2. Changes

- (1) If the Insured wishes to change the Insured Person personal details or name of Beneficiary or the coverage, a written request must be given to the Company, such changes can only be effective upon approval & endorsement issued by the Company.

- (2) Forty-five (45) days before the expiry date of each Policy Year, the Insured can give written notice to the Company for change of Insured Plan. Subject to the approval by the Company, the new Insured Plan and premium will be effective only on the first (1st) day of the earliest coming renewal Policy Year.

PART V – AUTOMATIC RENEWAL

This Policy will be automatically renewed upon premium payment by the Insured unless written notice of changes in Policy Terms and conditions or cancellation has been given by the Company prior to the renewal date. No renewal documents are issued and the Insured's existing Policy plus premium payment is the evidence of valid cover under this Policy.

PART VI – CLAIMS PROCEDURE

1. If during the Period of Insurance the Insured Person shall suffer death arising from Accident or sudden Sickness, the Beneficiary shall within ten (10) days after the repatriation of the Insured Person's body or ashes back to Hong Kong give written notice or personally submit the claim with the following original supporting document to the Company:
 - (1) Claim form;
 - (2) Death certificate or post mortem report;
 - (3) Evidence of proof and receipt of funeral, cremation, repatriation of mortal remains / ashes to Hong Kong;
 - (4) Medical history and report (if death caused by sudden Sickness);
 - (5) Death certificate issued by the Government authority at the Covered Area where the incident happened and proof of Accident (e.g. proof of traffic Accident).
2. If during the Period of Insurance the Insured Person shall suffer disablement as a result from Accident, the Insured Person shall within sixty (60) days after the Accident give written notice or personally submit the claim with the following original supporting document to the Company:
 - (5). Claim form;
 - (6). Extent of disablement (extent of the disablement as evidenced by the Hospital);
 - (7). Medical history information of the disablement from the attended Hospital (including clinical history, medical history of Emergency treatment or in-hospital treatment, discharged summary report, all examination report, i.e. X-ray, CT scan and other reports etc.);
 - (8). Proof of Accident (e.g. police report).

The Company reserves the right to examine and confirmed the extent of disablement of the Insured Person.
3. If during the Period of Insurance the Insured Person shall require in-patient Emergency medical treatment as a result from Accident and have presented the "China Express Card"

to the appointed Hospital of the Emergency Assistance Service in the Covered Area, or have called the 24 hours Emergency assistance hotline for medical service arrangement, Emergency medical treatment will be provided. After receiving treatment and upon discharged from the Hospital the Insured Person shall signed the bills for confirmation and if the expenses incurred does not exceed the maximum limit as stated in the Schedule of the Policy, the Insured Person does not need to pay. If the expenses incurred exceeds the maximum limit, or the incident does not arise from Accident or outside the scope of coverage, all expenses incurred shall be paid immediately by the Insured Person.

4. If during the Period of Insurance the Insured Person shall suffer Accident requiring in-hospital medical treatment and the Insured Person has paid the Emergency medical costs, ambulance fee or cost of transport to another Hospital, the Insured Person shall within thirty (30) days after discharge or as soon as possible give written notice or personally submit the claim with the following original supporting document to the Company:
 - (7). Claim Form;
 - (8). Evidence of hospital confinement and medical diagnosis report;
 - (9). Items of medical expenses and receipts;
 - (10). Receipt for use of ambulance;
 - (11). Evidence of transport and escort fee to another medical facility by the Hospital;
 - (12). Proof of Accident (e.g. police report).
5. If during the Period of Insurance the luggage is lost, the Insured Person shall within ten (10) days upon arriving Hong Kong give written notice or personally submit the claim with the following original supporting document to the Company:
 - (4). Claim Form;
 - (5). Evidence of proof for luggage loss or theft from the local transport unit, police or relevant organization;
 - (6). List of loss luggage.
6. The Company has the right to reasonably request the Insured Person at their own expense to give other documentary proof of loss.

PART VII – GENERAL CONDITIONS

1. Interpretation

This Policy and the Schedule, memoranda and endorsements hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule, memoranda or endorsements hereto shall bear such meaning wherever it may appear. Should there be any discrepancy between the Chinese and English versions, the English version shall prevail.

2. Duplicate Application

An Insured Person shall not be covered under more than one “China Express – Accidental

Emergency Medical Plan” Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy that provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated Policy shall be void in respect of such particular Insured Person.

3. Loss and change of assistance card

If the Insured Person declares that the “China Express Card” had been lost or alter of information is required after issuance of the card, upon written notice and payment of HK\$100 handling fee by the Insured, the Company will issue replacement card to the Insured Person.

4. Misrepresentation or Fraud

The information and declaration made by the Insured and/or Insured Person in the proposal form and the information contained in the endorsement (if any) have formed the basis of this Policy. Any misrepresentation or untrue information will render this Policy void ab initio. Any fraudulent act concerning any claim shall entitle the Company to repudiate liability under this Policy.

5. Payment of Benefits

Any release given by the Insured Person or designate Beneficiary to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company.

6. Reasonable Preventions

The Insured Person shall exercise all reasonable precautions to prevent Accidents, injury, Sickness or loss of or damage to personal property.

7. Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties to which the Company shall be or would become entitled or subrogated upon its providing indemnity for any claim covered under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

8. Currency

Premium and benefits payable under this Policy shall be in the currency of Hong Kong.

9. Proper Law and Jurisdiction

This Policy shall in all respects be governed by and construed in accordance with the laws of Hong Kong and the Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in

connection with this Policy.

10. Arbitration

All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured, Insured Person or Family for any claim hereunder and such claim shall not within twelve (12) 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 hereafter be recoverable hereunder.

11. Errors and Omissions

Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

12. 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.

13. Prohibition on Trust or Assignment

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that this Policy will be kept in the Insured's possession throughout the effective period of this Policy.

14. Interest

No benefit and expenses payable under this Policy shall carry interest.

The following clauses and/or endorsement shall form an integral part of this Policy

TRM Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever

nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

IT Clarification Clause

Property damage covered under this agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this agreement:

- (1) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage, notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
 - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
 - (ii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
 - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).