

Customer Service Hotline 客戶服務熱線:3608 2988 Fax 傳真:3608 2989 E-mail 電郵:cs@bluecross.com.hk



# GROUP HOLIDAY INSURANCE

This Policy together with the attached Policy Schedule or Insurance Certificate and any endorsements subsequently issued by Blue Cross (Asia-Pacific) Insurance Limited ("The Company") constitute the entire contract between the Company and the Policyholder. Besides, the application form, and declaration which you have completed and provided to the Company for the application of this Policy form the basis of this contract.

In consideration of the payment of premium, the Company will subject to the terms and conditions of the Policy, insure the Insured Person under those Sections shown in the Policy Schedule during the Period of Insurance.

## **Definitions**

- "ACCIDENT" shall mean an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
- "BODILY INJURY" shall mean an injury arising from an Accident as defined above, which solely and independently of any other cause
  - (i) results in death or disablement within 12 calendar months of the date of the event or;
  - (ii) necessitates medical and/or surgical treatment.
- "ELIGIBLE EXPENSES" shall mean, in respect of medical expenses, those expenses necessitated by an Accident covered by this insurance and incurred on the recommendation of a Surgeon or Physician but not to exceed normal and customary charges for the same.
- "EVENT" shall mean an accident or an occurrence or mishap.
- "GROUP TOUR" shall mean the designated tour organized by the Policyholder and participated by the Insured Person.
- 6. "HONG KONG" shall mean Hong Kong Special administrative Region.
- 7. "HOSPITAL" shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which has all of the following:
  - a) Facilities for diagnostic procedures and surgery.
  - b) 24 hours a day nursing services by registered nurses.
  - c) Is under the supervision of a Physician.
  - and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
- 8. "INSURED PERSON" shall mean any person named in the application form / Policy Schedule / Insurance Certificate or their names are subsequently endorsed herein.
- "INSURANCE CERTIFICATE/POLICY SCHEDULE" shall mean an evidence of insurance which the information of the Insured Person, the Period of Insurance and Premium Paid are printed on it.

### 10. "JOURNEY"

Outbound Tour – shall mean the period of travel commencing from the Insured Person's arrival at the venue designated by the Policyholder as the meeting point for the purpose of commencement of the Group Tour leaving Hong Kong and ceases at the time when the Insured Person arrives at the appointed meeting place upon the completion of the Group Tour or when the Insured Person disperses from the Group Tour, whichever is the earlier.

<u>Local Tour/Inbound Tour</u> – shall mean the period of travel commencing when the Insured Person meets at the meeting place and joining the Group Tour within Hong Kong and ceases at the time the Insured Person finishes and dismisses from the Group Tour; or dispersed from the Group Tour, whichever is the earlier.

11. "PERMANENT TOTAL DISABLEMENT" shall mean the result of an Accident that prevents an Insured Person from attending to his/her normal occupation which disablement, after lasting for a minimum of 52 weeks, shall be certified at the end of that time by a Physician acceptable to the Company to be a condition that will permanently and

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totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.

- 12. 'PHYSICIAN" OR "SURGEON" shall mean only a person qualified by a degree in Western Medicine and duly licensed or legally registered to practise medicine/surgery.
- 13. "PRE-EXISTING CONDITION" shall mean any sickness, disease or physical condition which existed before the issue date of the Policy Schedule or Endorsement in respect of the Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.
- 14. "POLICY" shall mean and refer to the application submitted by the Policyholder, the Policy Schedule, Insurance Certificate issued hereunder and any endorsements thereto.
- 15. "SICKNESS" shall mean a condition marked by a deviation from the normal healthy state of human being.

### General Terms and Conditions

- The due observance and fulfilment of the terms, conditions, exclusions and endorsements of this insurance by the
  Policyholder and the Insured Person and claimant(s) in so far as they are related to anything to be done by or complied
  with them, and the truth of the statements and details in every proposal / application form and declaration shall be
  conditions precedent to any liability of the Company to make any payment under this Policy.
- 2. This Policy and/or the Policy Schedule and/or Insurance Certificate shall be issued at Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Hong Kong.
- 3. If the Company disclaims liability for any claim hereunder and such claim is not referred to arbitration within twelve calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- Extension of Period of Insurance may be granted at the discretion of the Company once a Period of Insurance has commenced.
- 5. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured Person's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
- 6. The age limit for person insured under this policy would be from a minimum age of 6 weeks up to a maximum age of 85 years old. No benefit will be provided once the Insured Person reaches the age of 86. All children under the age of 18 years must be accompanied by an adult who is also insured under the same Policy.
- The maximum liability of the Company under this Policy shall be subject to the Sum Insured as stated in the Policy Schedule and/or Insurance Certificate.
- 8. Failure by the Insured Person to comply with the Claims Procedure or investigation may result in denial of the claim. If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then the Policy shall be void and no claim shall be payable.
- 9. In the event of any alternation in the details of Policyholder or Insured Person, the Policyholder shall give written notice to the Company before departure.
- 10. This Company and the Policyholder may cancel this Policy by giving 30 days' notice to either party.

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### General Exclusions

This Policy does not cover losses arising from a direct or indirect consequence of:-

- a. Pre-existing, congenital or hereditary conditions.
- b. Sickness of all kinds.
- c. Any injury, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
- d. War (whether declared or not); invasion; acts of foreign enemies; civil war, revolution; civil unrest; performing duties as a member of armed forces, or police, or a law enforcing agencies.
- e. Suicide, attempted suicide or intentional self-inflicted bodily injuries, insanity, abortion, miscarriage, child-birth, venereal diseases, the use of alcohol or drugs (other than those prescribed by a Physician); dental treatment unless resulting from accidental Bodily Injury to sound and natural teeth.
- f. Nuclear fission, nuclear fusion or radioactive contamination.
- g. Accidents whilst engaging in sports or games in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport; racing (other than on foot), motor rallies and competitions, mountaineering necessitating the use of ropes, pitons or guides, skydiving, hang gliding, parachuting, entering or descending from any aircraft other than a properly licensed aircraft operated by a recognised airline in which the Insured Person is travelling as a fare-paying passenger; engaging in any manual labour or work that involves the use of machinery or tools.
- h. Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 30 meters below sea level.
- i. Losses which are indirect and consequential in nature except herein provided.

# Section 1 - Terms and Conditions Applying to "Personal Accident"

- 1. If an Insured Person sustains any Bodily Injury during an insured Journey which directly and proximately results in Permanent Total Disablement, Permanent and Total Loss of Sight in one or both eyes, loss by severance or Permanent and Total Loss of Use of one or more Limbs, Total Loss of Speech or Hearing, or Accidental Death, within twelve calendar months from the date of the Event, the Company will pay a benefit to such Insured Person, up to the Sum Insured stated in the Schedule of Benefit under the Policy Schedule for Personal Accident.
- 2. In the event of accidental death of an Insured Person giving rise to a claim under this section the benefit shall be payable to the Insured Person's estate according to the laws of Hong Kong Special Administrative Region.
- 3. If an Insured Person cannot be found within one year after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling on a Journey covered by this Policy, it will be presumed that the Insured Person suffered an Accidental Death covered by this Section.

### 4. Exclusions:

This Policy does not cover:-

a) any loss arising from Act of Terrorism, biological or chemical attack. An "Act of Terrorism" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.



## Section 2 - Terms and Conditions Applying to "Accidental Medical Expenses"

This insurance provides reimbursement of Eligible Expenses for medical treatment (including hospitalisation, surgery, ambulance and paramedic services, diagnostic tests, consultation by Physicians and Prescribed Medicines) arising from accidental bodily injuries during the insured Journey PROVIDED THAT all such expenses shall be of normal, customary and reasonable in nature and supported by a detailed breakdown of charges, original receipts and medical reports with full diagnosis provided by a Physician.

#### 2. Exclusions:

This insurance does not cover:-

- a) Charges in respect of special or private nursing.
- b) Cosmetic surgery, visual apparels and refraction or hearing aids, and prescriptions therefore except as necessitated to correct a condition resulting solely from external accidental bodily injuries occurred during the Period of Insurance.
- c) Psychiatric, psychological disorder and insanity (including any related primary/basic signs and symptoms).
- d) Any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatments pertaining to infertility.
- e) Treatment or services undertaken without the related recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of accidental Bodily Injury sustained during the Period of Insurance.
- f) Any travel contrary to the advice of a Physician or for the purpose of receiving medical or surgical treatment.
- g) The liability of the Company under this Policy shall cease 30 days after the date of Accident sustained and the Company shall not be responsible for any medical and related expenses incurred thereafter.
- h) Treatment or services received due to Sickness.

## Claims Procedure

- 1. Notice of any claim must be given to the Company within 30 days after the occurrence of any Event likely to give rise to a claim, All claims shall be made together with proof satisfactory to the Company in the case of death, , disability or, injury for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.
- 2. All claims must be submitted with comprehensive supporting information including:
  - a) In the case of Personal Accident:-Hospital, physician's reports giving details on the nature of the injury and the extent and period of disability, police reports where relevant and if death shall have resulted, a copy of death certificate and the relevant coroner's report.
  - b) In the case of Accidental Medical Expenses:-All original bills, receipts, tickets, Insurance Certificate, contracts or agreements relevant to the claim and if the claim be in respect of medical treatments, then a full physician's report stipulating the diagnosis of the condition treated and the date the disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.

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