

Chubb Group Travel Care

安達團體旅遊保險

Policy Wording

保單條款

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Insurance

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Chubb Group COVID Travel Care Policy Wording, Hong Kong. 安達旅遊保險保單條款，香港。  
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In consideration of the payment of a premium to **The Company** and subject to the terms and conditions of this policy, **The Company** agrees to provide cover in the manner and to the extent set out in this policy.

**Please Read This Policy**

**If this policy contains incorrect information, please return it to The Company immediately for correction.**

## Part I – Definition of Words

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The following defined terms shall have the meaning set out as follows in this policy:

1. **Accident** or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.
2. **Alternative Medical Physician** means a legally licensed traditional medicine practitioner (including Chinese acupuncturist or bonesetter) or chiropractor or physiotherapist duly registered and practicing within the scope of his/her license pursuant to the laws of the country in which such practice is maintained. An **Alternative Medical Physician** cannot be the **Insured Person** or his/her **Immediate Family Member**.
3. **Biological Agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxin(s) which cause illness and/or death in humans, animals or plants.
4. **Bodily Injury** means physical injury caused solely and independently by an **Accident** and sustained during the **Journey**.
5. **Chemical Agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
6. **Confinement** or **Confined** means a continuous period of necessary confinement in a **Hospital** as a **Resident Inpatient** for which the **Hospital** makes a charge for room and board.
7. **COVID-19** refers to the strain of Novel Coronavirus 2019 classified in February 2020 by the World Health Organisation (WHO) as “COVID-19”, or subsequent iterations thereof, contracted and commencing whilst this policy is in force and results, directly and independently of all other such causes.
8. **Group Tour** means the **Hong Kong** local group tour arranged by the **Policyholder** which is not longer than seven (7) consecutive days.
9. **Hospital** means a legally constituted establishment operated and licensed pursuant to the laws of the country in which it is located and which meets all of the following requirements:
  - (a) Operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a **Resident Inpatient** basis; and
  - (b) Admits a **Resident Inpatient** only under the supervision of one or more **Physicians**, at least one of whom is available for consultation at all times; and
  - (c) Maintains organised facilities for medical diagnosis and treatment of **Resident Inpatients** and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
  - (d) Provides full-time nursing service by and under the supervision of a qualified nurse ; and
  - (e) Has an on-duty staff of at least one **Physician** and one qualified nurse at all times; and
  - (f) “**Hospital**” shall not include the following:
    - a mental institution, an institution operating primarily for the treatment of psychiatric or psychological disease including sub-normality or the psychiatric department of a hospital;
    - a place for the aged, a rest home or 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, extended-care facility or rest home.
10. **Hong Kong** means the Hong Kong Special Administrative Region of the People’s Republic of China.
11. **Immediate Family Member** means an **Insured Person**’s spouse, parents, parents-in-law, grandparents, children, siblings, grandchildren or legal guardians.
12. **Insured Person** means the persons described in the **Policy Schedule** or subsequent endorsement(s) (if any) under the item of “Insured Person”, and their age is between six (6) weeks and eighty-five (85) years of age or below on the start day of the **Journey** and with their names declared to **The Company** by the **Policyholder** prior to the start day of the **Journey**.
13. **Journey** means any local **Group Tour** made to a destination within **Hong Kong**, beginning and ending during the **Period of Insurance** and subject to the **Journey Duration**.
14. **Journey Duration** means the coverage as described in the **Policy Schedule**.
15. **Loss of finger** or **Loss of toe** means loss of use or loss by complete severance through or above the metacarpophalangeal or metatarsophalangeal joint. This disability must have continued for at least twelve (12) consecutive

- months and it must be certified by a **Physician** that the disability will be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
16. **Loss of hearing** means total and irrecoverable loss of complete hearing in an ear in that the ear is beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and it must be certified by a **Physician** that the disability will be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
  17. **Loss of limb** means total and irrecoverable loss of use or loss by physical separation at or above the wrist or ankle joint of a limb. This disability must have continued for at least twelve (12) consecutive months and it must be certified by a **Physician** that the disability will be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
  18. **Loss of sight** means total and irrecoverable loss of complete sight of an eye in that the eye is beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and it must be certified by a **Physician** that the disability will be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
  19. **Loss of speech** means total and irrecoverable loss of speech beyond remedy by surgical or other treatment. This disability must have continued for at least twelve (12) consecutive months and it must be certified by a **Physician** that the disability will be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
  20. **Medical Expenses** means all **Usual, Reasonable and Customary Medical Expenses** necessarily incurred by an **Insured Person** as a result of **Bodily Injury** sustained or sickness contracted, for **Confinement**, 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. **Meeting Point** means the designated gathering/meeting place of the **Group Tour** that is set by the **Policyholder**, which is within **Hong Kong**.
  22. **Meeting Time** means the designated meeting time of the **Group Tour** at the **Meeting Point**.
  23. **Nuclear, Chemical and Biological Terrorism** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous **Chemical Agent** and/or **Biological Agent** during the **Journey** by 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 or ideological purposes or reasons including the intention to influence any government and/or put the public, or any section of the public, in fear.
  24. **Period of Insurance** means the period specified in the **Policy Schedule** or subsequent endorsement(s) (if any) under the item of "Period of Insurance", as the period for which insurance coverage will be provided under this policy.
  25. **Permanent** means:
    - (a) In relation to one or both limbs, loss of use lasting twelve (12) consecutive months from the date of **Accident** and being beyond hope of improvement or remedy by surgical or other treatment at the expiry of that period, or loss by physical separation at or above the wrist or ankle joint during the same period; or
    - (b) In relation to any other type of loss, being beyond hope of improvement or remedy by surgical or other treatment at the end of twelve (12) consecutive months from the date of **Accident**.
  26. **Permanent Total Disability** means disablement that results solely, directly or independently of all other causes from **Bodily Injury** and which occurs within one hundred eighty (180) days of the **Accident** in which such **Bodily Injury** was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months, will, in all probability, entirely prevent the **Insured Person** from engaging in gainful employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.
  27. **Physician** means a person other than an **Insured Person** or an **Immediate Family Member** who is a qualified medical practitioner licensed by the competent medical authorities of the jurisdiction in which treatment is provided and who, in providing treatment, practices within the scope of his or her licensing and training.
  28. **Policyholder** means the company named in the **Policy Schedule** or subsequent endorsement(s) (if any) as the policyholder. Where the **Policyholder** under this policy is more than one person, firm, partnership, company, association, organisation or entity of a similar nature, "Policyholder" shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a **Policyholder** under this policy shall be joint and several obligation and/or liability of each of them.
  29. **Policy Schedule** or Schedule I means the schedule attached to this policy entitled "Policy Schedule" or "Schedule I" and incorporated into this policy.
  30. **Pre-existing Medical Condition** means any sickness or injury of which, in the twelve (12) consecutive months prior to the first day of a **Journey**, an **Insured Person** presented signs or symptoms, or for which, in the same period, an **Insured Person**, sought or received (or ought reasonably to have sought or received) medical treatment, consultation, prescribed drugs, advice or diagnosis by a **Physician**.
  31. **Resident Inpatient** means an **Insured Person** whose **Confinement** as a resident bed patient is necessary for the medical care, diagnosis and treatment of **Bodily Injury** and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

32. **Riot** means the act of a group of people that disturb the public peace (whether in connection with a **Strike** or lock-out or not) and the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
33. **Schedule of Benefits** means the schedule of benefits stated in the **Policy Schedule**.
34. **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 minimising the consequences of any such act.
35. **Sum Insured** means, in relation to each benefit available to an **Insured Person** under this policy, the maximum amount listed in the **Schedule of Benefits** or any endorsement(s) corresponding to that benefit.
36. **The Company** means Chubb Insurance Hong Kong Limited.
37. **Usual, Reasonable and Customary Medical Expenses** means charges for treatment, supplies or medical services medically necessary to treat an **Insured Person's** condition and which do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the charges are incurred. Charges that would not have been made if no insurance existed are excluded from this definition.

## Part II – Description of Cover

### Section A – Personal Accident

If an **Insured Person** sustains **Bodily Injury** and, as a direct and unavoidable result, suffers within twelve (12) consecutive months a loss of the type listed in the Loss Table in this Section A, **The Company** will pay the percentage stated for that type of loss in the Loss Table in this Section A of the **Sum Insured** stated in Section A of the **Schedule of Benefits**.

#### Section A Loss Table:

Type of Loss	Percentage of Sum Insured
1. <b>Accidental death</b>	100%
2. <b>Permanent Total Disability</b>	100%
3. <b>Loss of limb - all limbs</b>	100%
4. <b>Loss of sight - both eyes</b>	100%
5. <b>Loss of sight - one eye</b>	100%
6. <b>Loss of limb - two limbs</b>	100%
7. <b>Loss of limb - one limb</b>	100%
8. <b>Loss of speech and Loss of hearing</b>	100%
9. <b>Loss of hearing - both ears</b>	75%
10. <b>Loss of hearing - one ear</b>	15%
11. <b>Loss of speech</b>	50%

#### Special Conditions to Section A:

- (i) Where an **Insured Person** suffers more than one type of loss listed in the Loss Table in this Section A in the same **Accident**, **The Company's** liability under this Section A shall be limited to one payment for the type of loss which, of all the types of loss actually suffered, attracts the largest percentage stated in the Loss Table in this Section A of the relevant **Sum Insured** stated in Section A of the **Schedule of Benefits**.
- (ii) **The Company's** total liability under this Section A for all **Accidents** involving the same **Insured Person** occurring during the **Period of Insurance** shall not exceed the relevant **Sum Insured**.
- (iii) Where the use or enjoyment of an **Insured Person's** limb or organ was partially impaired before an **Accident** occurred, **The Company** may, in its sole discretion and after considering a medical assessment by **The Company's** appointed medical adviser of the extent to which any **Bodily Injury** was, in the medical adviser's opinion, caused solely and independently by that **Accident**, pay such percentage of the relevant **Sum Insured** as it considers reasonable. No payment shall be made for a limb or organ which was totally unusable before an **Accident** occurred.
- (iv) Exposure: If during the **Period of Insurance**, the **Insured Person** is exposed to the elements as a result of an **Accident** and within twelve (12) months of the **Accident** the **Insured Person** suffers any one type of loss listed in the

Loss Table in this Section A as a direct result of that exposure, the **Insured Person** will be deemed for the purpose of this policy to have suffered a **Bodily Injury** on the date of the **Accident**.

- (v) Disappearance: Where an **Insured Person's** body has not been found within one (1) year of the date of the disappearance, sinking or wrecking of the means of transport being used by the **Insured Person** on the date of the disappearance, sinking or wrecking:
- (a) It will be presumed that the **Insured Person** suffered **Accidental** death resulting from **Bodily Injury** at the time of such disappearance, sinking or wrecking; and
- (b) Subject to receiving an undertaking, signed by the legal representatives of the **Insured Person's** estate, that if the presumption of **Accidental** death resulting from **Bodily Injury** is subsequently found to be wrong, any amount paid by **The Company** under this Section A will be immediately refunded to **The Company**. **The Company** will pay to the legal representatives of the deceased **Insured Person** the percentage stated for **Accidental** death in the Loss Table in this Section A of the relevant **Sum Insured** stated in Section A of the **Schedule of Benefits**.

#### **Exclusion to Section A:**

This Section A does not cover:

1. Sickness, disease or bacterial infection.

#### **Section B – Accidental Medical Expenses**

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If an **Insured Person** incurs **Medical Expenses** during the **Journey** arising from **Bodily Injury**, **The Company** will reimburse the **Insured Person** for those **Medical Expenses** up to the **Sum Insured** stated in Section B of the **Schedule of Benefits**.

#### **Exclusions to Section B:**

This Section B – Accidental Medical Expenses does not cover:

1. Any expenses included or contemplated in the cost of a **Journey** at the time it was paid for.
2. Any expenses incurred under Section B after sixty (60) days from the date the **Physician** was first consulted and expenses were incurred.
3. The initial consultation of a **Physician** which is sought after the last day of the **Journey**.
4. Health check-ups or any investigation(s) not directly related to admission diagnosis, **Bodily Injury** or sickness or any treatment or investigation which is not medically necessary.
5. Any expenses incurred in relation to treatment by an **Alternative Medical Physician**.
6. The cost of crutches, walking frames, orthopaedic braces and supports, cervical collars, wheelchairs, prostheses, contact lenses, spectacles, hearing aids, dentures and other medical equipment or optical treatment.

#### **Section C – COVID-19 Local Medical Hospitalisation Expenses**

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If the **Insured Person** contracts **COVID-19** during the **Journey**, and the **Insured Person** is necessarily and reasonably **Confined** in a **Hospital** in **Hong Kong** as a direct result of **COVID-19**, and as diagnosed by a **Physician** who is directly treating, testing or, attending to the **Insured Person's** medical circumstances, **The Company** will cover the **Insured Person** in respect of such **Medical Expenses** up to maximum **Sum Insured** specified in the **Schedule of Benefit**.

#### **Exclusions to Section C:**

This Section C – Local Medical Hospitalisation Expenses does not cover:

1. Any expenses incurred under Section C relating to any treatment for **COVID-19** after sixty (60) days from the date **COVID-19** was first diagnosed.
2. Any expenses relating to any treatment for **COVID-19** where the initial consultation of a **Physician** is after the last day of the **Journey**.
3. Any expenses incurred in relation to treatment by an **Alternative Medical Physician**.
4. Any expenses relating to specialist treatment not prescribed or referred by a **Physician** in general practice.

## Part III – General Exclusions

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### General exclusions applicable to all sections:

This policy does not cover loss, consequential loss or liability arising from:

1. Any **Pre-existing Medical Condition**, congenital or heredity condition.
2. Travelling abroad contrary to the advice of a **Physician**, or for the purpose of obtaining medical treatment or services.
3. Suicide, attempted suicide or intentional self-infliction of **Bodily Injury**.
4. Any condition resulting from pregnancy, abortion, childbirth, miscarriage, infertility and other complications arising therefrom, cosmetic surgery or venereal disease.
5. Dental care (unless resulting from **Accidental Bodily Injury** to teeth which were sound and natural before the **Accident**).
6. Mental or nervous disorders, insanity, psychiatric condition or any behavioural disorder.
7. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, rebellion, insurrection, coup, hostilities (whether war is declared or not).
8. Direct participation in a **Strike/ Riot**/civil commotion/acts of terrorism or from the **Insured Person** performing duties as a member of armed forces, or armed service or disciplined forces (which shall include but not be limited to policemen, customs officers, firemen, immigration officers/inspectors and correctional service officers/inspectors etc.), or as a volunteer and engaged in war or crime suppression.
9. Participation in below:
  - i. Any extreme sports and sporting activities that presents a high level of inherent danger (i.e. involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to cliff jumping, horse jumping, stunt riding, big wave surfing and canoeing down rapids,
  - ii. Scuba diving,
  - iii. Any professional competitions or sports in which an **Insured Person** receives remuneration, sponsorship or any forms of financial rewards, any stunt activity, off-piste skiing,
  - iv. Racing, other than on foot but this does not include long-distance running more than ten (10) kilometres, biathlons and triathlons,
  - v. Private white-water rafting grade 4 and above,
  - vi. Any kind of climbing, mountaineering or trekking or ordinarily necessitating the use of specialised equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.
10. Prohibition or regulation by any government, or detention or destruction by customs or any other authority.
11. An unlawful, wilful, malicious or reckless act or omission of an **Insured Person**.
12. The actions of an **Insured Person** while under the influence of alcohol or drugs to the extent of legal impairment.
13. Riding in any aircraft other than as a passenger in an aircraft.
14. Any dishonest or criminal activity.
15. An **Insured Person**'s failure to mitigate the loss or the claim under this policy.
16. Any incidents/circumstances which is existing or announced or publicly known on or before the start date of the **Group Tour**.
17. AIDS or AIDS Related Complex, any **Bodily Injury** or **Sickness** commencing at the time of or subsequent to a zero-positive test for HIV or related disease, or any other sexually transmitted diseases.
18. The **Insured Person** engaging in manual labour or non-clerical, or hazardous work including but not limited to offshore drilling, mineral extraction, handling of explosives, site working, stunt works and aerial photography.
19. **Nuclear, Chemical and Biological Terrorism**.

## Part IV – General Conditions

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1. **Validity of Policy:** (a) **This policy** is only valid for leisure travel or business travel (limited to administrative, clerical and non-manual works only) and shall not apply to persons undertaking expeditions, treks or similar journeys. (b) The **Insured Person** must be fit to travel.
2. **Entire Contract:** This policy, together with its endorsement(s), attachment(s) (if any), any application form completed by an **Policyholder**, together with any document(s) attached to that application form or referred to in it, comprise and constitute the entire contract of insurance. This policy shall not be modified except by written amendment signed by an authorised representative of **The Company**.



3. **Sum Insured under each Section:** Once the **Sum Insured** available to an **Insured Person** under any Section of this policy has been exhausted, that **Sum Insured** will not be reinstated and **The Company** will have no further liability under that Section to that **Insured Person**.
4. **Sum Insured paid out:** Each and every benefit paid under this policy will erode the relevant **Sum Insured** available to an **Insured Person**, leaving only the balance of the relevant **Sum Insured** available to pay any remaining benefit claims which may be presented to **The Company** by that **Insured Person**. **The Company's** total liability under each Section of this policy for each **Insured Person** involved in an **Accident** shall not exceed the relevant **Sum Insured**.
5. **Notice and Sufficiency of Claim:** Written notice of claim must be given to **The Company** as soon as is reasonably possible and in any event within thirty (30) days from the first day of the event giving rise to the claim under this policy. Notice given by or on behalf of an **Insured Person** to **The Company** with information sufficient to identify the **Insured Person** shall be deemed valid notice to **The Company**. **The Company**, upon receiving a notice of claim, will provide to an **Insured Person** such forms as it usually provides for filing proof of claim. The **Insured Person** shall, at his/her own expense, provide such certificates, information and evidence to **The Company** as it may from time to time require in connection with any claim under this policy and in the form prescribed. Proof of all claims must be submitted to **The Company** within one-hundred-eighty (180) days from the first day of the event giving rise to a claim.
6. **Claims Investigation:** In the event of a claim, **The Company** may make any investigation it deems necessary and the **Insured Person** shall co-operate fully with such investigation. Failure by the **Insured Person** to co-operate with **The Company's** investigation may result in denial of the claim.
7. **Examination of Books and Records:** **The Company** may examine the **Policyholder's** books and records relating to this policy at any time during the **Period of Insurance** and up to three (3) years after the expiration of this policy or until final adjustment and settlement of all claims under this policy.
8. **Physical Examinations and Autopsy:** **The Company**, at its expense, has the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending. It may also have an autopsy carried out unless prohibited by law.
9. **Other Insurance:** If a loss covered by this policy is also covered under any other valid insurance (and regardless of whether that other insurance is stated to be primary, contributory, excess, contingent or otherwise), or is compensated by other party, this policy will be subject to all of its terms and conditions, only cover that loss to the extent that the loss exceeds any amount recovered under the other insurance or other party. In any circumstances, the **Insured Person** should discover and reveal to **The Company** any compensation which is/will be recoverable from any other source.
10. **Legal Action:** No legal action shall be brought to recover on this policy until sixty (60) days after **The Company** has 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 authorisation of payment and/or payment is made by **The Company** or on its behalf by its authorised representatives, **The Company** reserves the right to recover against the **Policyholder** and/or **Insured Person** the full sum which has been paid, or for which **The Company** is liable, to the **Hospital** to which the **Insured Person** has been admitted, less the liability of **The Company** under the terms of this policy.
12. **Subrogation:** **The Company** is entitled to subrogate the **Policyholder's** and/ or **Insured Person's** right of recovery/indemnity against any third party and has the right to proceed at its own expense in the name of the **Policyholder/ Insured Person** against third parties who may be responsible for an event giving rise to a claim under this policy. The **Policyholder** and/ or **Insured Person** should co-operate and endeavour to secure such rights and shall not take any action to prejudice such rights.
13. **Assignment:** No assignment of interest under this policy shall be binding upon **The Company**.
14. **To Whom Indemnities Payable:** Any death payment will be paid to the legal representatives of the **Insured Person's** estate. All other benefits will be paid to the **Insured Person**.
15. **Currency:** The **Sum Insured**, benefits and limit of liability stated in the **Schedule of Benefits** and this policy are expressed in **Hong Kong** dollars. Notwithstanding the first sentence of this policy, losses and/or benefits will be adjusted and paid in **Hong Kong** dollars or at **The Company's** option in the currency of the local country. When currency conversion is necessary when applying terms and conditions of the policy, the rates of exchange to be adopted shall be those prevailing at the date of loss as per the exchange rate at the median level quoted on [www.oanda.com](http://www.oanda.com).
16. **Geographical Limit and Operative Time:** For **Group Tour**, the geographical limit and operative time shall apply twenty-four (24) hours a day anywhere within **Hong Kong** during the **Period of Insurance**.
17. **Premium:** The payment of premium is a condition precedent to the liability of **The Company** to make any payment under **This Policy** and shall be made prior to the commencement date of the **Period of Insurance** shown in the Policy Schedule.
18. **Dispute Resolution:** Any dispute or difference arising out of, or in connection with, this policy must first be referred to mediation at the **Hong Kong** Mediation Centre (HKMC) and in accordance with the HKMC Mediation Rules in effect at the time of the mediation. If the mediation is abandoned by the mediator or otherwise ends without the dispute or difference being resolved, the dispute or difference must be referred to, and resolved by, arbitration at the HKIAC and in accordance with the HKIAC's domestic arbitration rules. If the dispute or difference arising out of, or in connection with, this policy requires medical knowledge (including, but not limited to, questions relating to the **Sum Insured** for any



medical service or an operation not listed in the **Schedule of Benefits**) the mediator or arbitrator may, in **The Company's** reasonable discretion, be a registered medical practitioner or a consultant specialist, surgeon, or **Physician**. If **The Company** refuses to pay any claim under this policy and a dispute or difference arising from that refusal is not referred to mediation and, if necessary, arbitration, within twelve (12) months from the date of refusal, any claim against **The Company** arising from that dispute or difference will be barred.

19. **Fraud or Mis-statement**: Any false statement made by the **Policyholder** or an **Insured Person** or concerning any claim shall result in **The Company** having the right to void this policy or repudiate liability under it.
20. **Jurisdiction**: This policy shall be governed and construed in accordance with the laws of **Hong Kong**. Subject to General Condition 18, any dispute under this policy shall be settled in accordance with the laws of **Hong Kong**.
21. **Clerical Error**: Clerical errors by **The Company** shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
22. **Breach of Conditions**: If the **Policyholder** and/or **Insured Person** is in breach of any of the conditions or provisions of the policy (including a claims condition), we may decline to pay a claim, to the extent permitted by law.
23. **Sanctions Exclusions**: 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.
24. **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.
25. **Renewal**: Subject to the terms and conditions of this policy, this policy may be renewed by either party for further three (3) consecutive months by advance premium payment prior to the expiration of the **Period of Insurance** at **The Company's** premium rate in force at the time of such renewal. **The Company** reserve the right to decline the renewal, or to amend the premium rate, coverage, terms and conditions of this policy during the **Period of Insurance** according to clause 26 "Review of Products and Pricing" and clause 27 "Termination of Policy". In considering whether a renewal will be granted, **The Company** may request the **Policyholder** to supply relevant information to consider necessary to reach a decision. **The Company's** acceptance of the agreed premium shall constitute its consent to renewal. Unless renewed as herein provided, this policy shall terminate at the expiration of the period for which premium has been paid.
26. **Review of Products and Pricing**: **The Company** reserve the right to amend, in **The Company's** reasonable sole discretion, contents and terms of this policy, including but not limited to, the benefits, benefit levels and premium by giving thirty (30) days prior notice to the **Policyholder**.
27. **Termination of Policy**: **The Company** may terminate this policy at any time during the **Period of Insurance** by giving thirty (30) days prior notice in writing to the last known address of the **Policyholder** or its insurance broker. In the event of such termination, **The Company** will return promptly the pro-rata unearned premium to **The Company**. However, no notice of termination is required from **The Company** in the event of the occurrence of one or more of the following and this policy shall be automatically terminated forthwith:
  - (a) non-payment of any premium;
  - (b) conviction of a crime arising out of acts increasing the hazards insured against;
  - (c) fraud or material misrepresentation on the part of the **Policyholder**, the **Insured Person** or its insurance broker;
  - (d) willful or reckless acts or omissions on the part of the **Policyholder**, the **Insured Person** or its insurance broker increasing the hazards insured against.

The **Policyholder** may cancel this policy by giving **The Company** not less than thirty (30) days prior written notice. Upon termination by the **Policyholder**, **The Company** will refund the unearned premium to the **Policyholder**. The customary minimum premium is non-refundable.

## Part V – How to Make a Claim

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The claimant should submit a claim within thirty (30) days of the event taking place to **Chubb Claim Centre** ([www.chubbclaims.com.hk](http://www.chubbclaims.com.hk)). 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 Accident Cover**

- Medical report or certificate issued by a **Physician** certifying the degree or severity of disability;
- Police report, where relevant.

### **Accidental Death**

- Death certificate;
- Coroner's report;
- Police report, where relevant;
- In the event of a disappearance, presumption of death as proclaimed by court.

### **Medical Expenses**

- Diagnosis and treatment, including patient name and date of diagnosis, certified by a **Physician**;
- Original medical receipt with itemised list issued;

### **Personal Liability**

- Statement on the nature and circumstances of the incident or event (No admission of liability or settlement can be made or agreed upon without our written consent);
- All associated documentation received in connection with the incident or event (including copies of summons, all court documents, solicitors' and other legal correspondence).

**These are some of the required documents for claims. The Company reserves the right to request the Insured Person to provide any other information or documents which are not specified above, if necessary.**

## Part VI – Personal Information Collection Statement

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**The Company** (“**We/Us/Our**”) want to ensure that **Our Insured Persons** (“**You/Your**”) 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.

**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 the 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.

## About Chubb in Hong Kong SAR

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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, mid-sized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at [www.chubb.com/hk](http://www.chubb.com/hk).

## Contact Us

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O +852 3191 6800  
F +852 2560 3565  
[www.chubb.com/hk](http://www.chubb.com/hk)

Company No. 0557477

## 關於安達香港

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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、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/hk](http://www.chubb.com/hk)。

## 聯絡我們

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安達保險香港有限公司  
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太古坊一座 39 樓  
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傳真 +852 2560 3565  
[www.chubb.com/hk](http://www.chubb.com/hk)

# Chubb. Insured.<sup>SM</sup>

Chubb Group COVID Travel Care Policy Wording, Hong Kong. 安達旅遊保險保單條款，香港。  
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