

Overseas Student Protection

Policy Wording

CHUBB®

Contents

Part I – Definition of Words	3
Part II – Description of Cover.....	7
Part III – General Exclusions	13
Part IV – General Conditions.....	14
Part V – How To Make A Claim	17
Part VI – Complaint Handling.....	17
Personal Information Collection Statement	18
About Chubb in Hong Kong SAR.....	19
Contact Us.....	19

24-Hour Emergency Assistance Hotline
24 小時緊急支援熱線

(852) 3723 3030

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



www.chubbclaims.com.hk

CHUBB®

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Customer Services Hotline: +852 3191 6611

24-Hour Emergency Assistance Hotline: +852 3723 3030

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

Part I – Definition of Words

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

1. **A Second Degree Burn** means a condition diagnosed by a **Physician** in which both the epidermis and the underlying dermis are damaged.
2. **A Third Degree Burn** means a condition diagnosed by a **Physician** in which the skin has been damaged or destroyed to its full depth and there is damage to the tissue beneath.
3. **Accident** or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.
4. **Chubb Assistance** or **Authorised Assistance Service Provider** means the independent service provider appointed by **Us** to provide overseas assistance services to **Insured Persons**.
5. **Bodily Injury** means physical injury caused solely and independently by an **Accident** and sustained during the **Period of Insurance**.
6. **Cash** means coins and bank notes.
7. **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.
8. **Daily Business** means eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.
9. **Hazardous Occupation** means the job title or nature is aircrew, fisherman, armed occupation (including temporarily armed occupation), jockey, fire fighter, mining worker (including but not limited to coal, zinc, diamond and gold), atomic/nuclear energy related risk, quarrying worker, race track worker, butcher/slaughterer with usage of heavy machine, railway installation and maintenance worker, chemical product manufacturing worker, scaffolder, construction worker, ship crew (except those working at pier only), container terminal crane operator, steeplejack, petroleum and coal products (refining gas, asphalt and lubricating oils), steel manufacturing worker, oil and gas rig worker, professional diver, gondola worker, dock worker, stunt person, explosives (use and manufacturing), aerial photography and excavation (including drilling).
10. **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
11. **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 organized 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 staff of nurses; 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.

12. **Immediate Family Member** means an **Insured Student’s** spouse, parents, parents-in-law, grandparents, siblings, son, daughter, son-in-law, daughter-in-law, brother, sister or grandchild.

13. **Insured Parent/Guardian** means a person named as **Insured Parent/Guardian** in the **Policy Schedule**.

14. **Insured Person** means **Insured Student** and/or **Insured Parent/Guardian**.

15. **Insured Student** means a person named as **Insured Student** in the **Policy Schedule**.

16. **Kidnapped** means the illegal abduction and holding hostage of the **Insured Student** for the purpose of making demands.

17. **Loss of Hearing** means **Permanent** irrecoverable total loss of hearing in an ear in that the hearing is beyond remedy by surgical or other treatment.

18. **Loss of Limb** means **Permanent** irrecoverable and total loss of use or loss by physical separation at or above the wrist or ankle joint of a limb.

19. **Loss of Sight** means **Permanent** irrecoverable total loss of sight in an eye in that the eye is beyond remedy by surgical or other treatment.

20. **Loss of Speech** means **Permanent** irrecoverable and total loss of speech beyond remedy by surgical or other treatment.

21. **Medical Expenses** means all reasonable and customary costs necessarily incurred, in respect of an **Insured Student** as a result of **Bodily Injury** sustained or **Sickness** contracted, for **Confinement** or outpatient treatment, surgical, medical, or other diagnostic or remedial treatment given or prescribed by a **Physician**, including employment of a nurse, x-ray examination or the use of an ambulance as the result of an emergency.

22. **Overseas Studying Institution** means an accredited educational institution located outside **Hong Kong** in which an **Insured Student** is registered as a student and which was stated in the application for **This Policy**.

23. **Period of Insurance** means the period stated in the **Policy Schedule**.

24. **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**.

25. **Permanent Total Disability** means an **Insured Person** being prevented from engaging in any occupation or employment for compensation or profit for which that **Insured Person** is reasonably qualified by education, training or experience, or if an **Insured Person** has no business or occupation, from performing any **Daily Business** which would normally be carried out by the **Insured Person** in his/her daily life and such disability has continued for twelve (12) consecutive months and which a **Physician** certifies to be total, continuous and **Permanent** for the remainder of the **Insured Person's** life.
26. **Personal Money** means coins, bank notes, **Personalized Octopus Card**, postal or money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, identity card, travel documents, driving license, and petrol or other coupons which can be used and will be accepted as a medium of exchange.
27. **Personalized Octopus Card** means an Octopus Card for which the **Insured Person** has provided the issuer of the Octopus Card with his/her personal details to enable them to identify him/her as the owner of the Octopus Card.
28. **Personal Property** means personal goods belonging to an **Insured Student** or for which he/she is responsible and taken by an **Insured Student** on the **Study Trip** or acquired by an **Insured Student** during the **Study Trip**, other than any form of money, any kind of document, antiques, contracts, bonds, securities, animals, software, mobile telecommunications devices and accessories, means of transport and accessories, and jewellery that is not being worn or carried by the **Insured Person** at the time of loss or damage.
29. **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.
30. **Policy Schedule** means the schedule which **We** send to the **Policyholder/Insured Student** at the commencement of **This Policy**, as may be amended or replaced by **Us** from time to time, which sets out the level of benefits available to the **Insured Student** under **This Policy**.
31. **Policyholder** means an applicant of **This Policy** named as **Policyholder** in the **Policy Schedule**.
32. **Pre-existing Medical Condition** means **Bodily Injury** sustained or **Sickness** suffered by an **Insured Person** or an **Immediate Family Member** for which he/she has been diagnosed or exhibits symptoms or in relation to which an **Insured Person** or an **Immediate Family Member** should reasonably have received medical treatment, consultation, prescribed drugs or advice from a **Physician** prior to the effective date of **This Policy**.
33. **Public Conveyance** means any mechanically propelled carrier operated by a company or an individual licensed to carry passengers for hire.
34. **Resident Inpatient** means an **Insured Student** whose **Confinement** as a resident bed patient is necessary for the medical care, diagnosis and treatment of **Bodily Injury** or **Sickness** and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
35. **Riot** means the act of any person taking part together with or without others in any disturbance of the public peace (whether in connection with a **Strike** or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or minimize the consequences of such disturbance.
36. **Serious Bodily Injury or Serious Sickness** means **Bodily Injury** or **Sickness** which causes an **Insured Student** total disablement which prevents him/her from performing any three (3) functions of **Daily Business** and has lasted or is likely to last for at least fourteen (14) consecutive days provided it is certified by a **Physician**.

37. **Sickness** means illness or disease which is the direct and independent cause of loss for which claim is made, and which requires the attendance of a **Physician**, and **Physician's** certificate with diagnosis can be provided.
38. **Strike** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
39. **Study Trip** means a journey undertaken by an **Insured Student** outside **Hong Kong** for the purpose of furthering his/her study at an **Overseas Studying Institution** and which shall be deemed to commence: (i) at the time the **Insured Student** leaves his/her place of residence in **Hong Kong** to go directly to the departure point; or (ii) three (3) hours before the scheduled departure time of the carrier in which the **Insured Student** has arranged to travel, whichever is the later; and shall be deemed to cease: (i) at the time the **Insured Student** returns to his/her place of residence in **Hong Kong**; or (ii) three (3) hours after the scheduled arrival time of the carrier in which the **Insured Student** travels; or (iii) the date on which **This Policy** is terminated, whichever is the earliest. Any leisure trip taken by an **Insured Student** during such **Study Trip** shall also be covered.
40. **Studying Country** means a country where the **Overseas Studying Institution** is located and which is stated in the **Policy Schedule**.
41. **Sum Insured** means in relation to each benefit available to an **Insured Person** under **This Policy**, the maximum amount listed in the **Policy Schedule** or any endorsement(s) corresponding to that benefit.
42. **This Policy** means this policy, application, **Policy Schedule**, attachment(s) and any endorsement(s) to the same that may have been made from time to time.
43. **Tuition** means a sum charged for instruction at the **Overseas Studying Institution** for required courses (including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any cost of textbooks, room and board).
44. **We/Us/Our** means Chubb Insurance Hong Kong Limited.

Part II – Description of Cover

Section A – Medical Expenses

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

Follow Up Medical Treatment Extension:

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

Section B – Chubb Assistance – 24-Hour Worldwide Assistance Services

1. Chubb Assistance - Emergency Hotline Assistance Service

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

Travel assistance includes:

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

Medical assistance includes:

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

2. Emergency Medical Evacuation and Repatriation

If during the **Period of Insurance**, an **Insured Student** sustains **Serious Bodily Injury** or suffers from **Serious Sickness** and requires emergency medical evacuation and/or repatriation services in the course of a **Study Trip**, **We** will pay the cost of transportation less any monies refundable from the original return airfare, medical services and medical supplies up to a maximum of one hundred percent (100%) of the **Sum**

Insured for Emergency Medical Evacuation and Repatriation per policy year stated in the **Policy Schedule**. The transfer of the **Insured Student**, means and final destination of evacuation will be decided by **Authorised Assistance Service Provider** and will be based entirely upon medical necessity.

3. Repatriation of Mortal Remains

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

Section C – Compassionate Visit

If during the **Period of Insurance**, an **Insured Student** sustains **Serious Bodily Injury** or suffers from **Serious Sickness** in the course of a **Study Trip** and is **Confined** in a **Hospital** as a **Resident Inpatient** for over five (5) consecutive days, **We** will pay for one adult **Immediate Family Member**: (i) the cost of one economy round trip ticket for visiting the **Insured Student**; and (ii) the cost of an ordinary room accommodation in any reasonable hotel for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals, and other room services.

Or

If during the **Period of Insurance**, an **Immediate Family Member** sustains **Serious Bodily Injury** or suffers from **Serious Sickness** in **Hong Kong** and is **Confined** in a **Hospital** as a **Resident Inpatient** for over five (5) consecutive days, **We** will pay for **Insured Student** the cost of one economy round trip ticket to **Hong Kong** for visiting the **Immediate Family Member**.

We will pay the cost of such compassionate visit subject to a maximum of one hundred percent (100%) of the **Sum Insured** for Compassionate Visit per policy year stated in the **Policy Schedule**.

Section D – Study Interruption

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

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

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

Exclusions to Section D:

This Section D does not cover

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

Section E – Accidental Death and Permanent Disability

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

Category	Percentage of the Sum Insured stated in the Policy Schedule
1. Accidental death	100%
2. Permanent Total Disability	100%
3. Permanent Loss or Incurable Paralysis of All Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight in one eye	100%
6. Loss of or the Permanent Total Loss of two Limbs	100%
7. Loss of or the Permanent Total Loss of one Limb	100%
8. Permanent and Total Loss of Speech and Hearing	100%
9. Permanent and Total Loss of Hearing in both ears	75%
10. Permanent and Total Loss of Hearing in one ear	15%
11. Permanent and Total Loss of Speech	50%
12. A Second Degree Burn / A Third Degree Burn	
On 50% or more of body surface	14%
On 30% or more of body surface	7%
On 20% or more of body surface	6%
On 10% or more of body surface	3%
On 5% or more of body surface	2%

Special Conditions to Section E:

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

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

Exclusion to Section E:

This Section E does not cover:

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

Section F – Education Fund

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

Special Condition to Section F:

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

Exclusion to Section F:

This Section F does not cover:

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

Section G – Personal Property

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

Special Conditions to Section G:

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

5. **We** shall be entitled to take and keep possession of the lost or damaged **Personal Property** and to deal with salvage at **Our** absolute discretion.

Exclusions to Section G:

This Section G does not cover:

1. Any unexplained loss, theft or damage to **Personal Property** which was left unattended in a vehicle (except locked in the trunk) or **Public Conveyance** or in other public places.
2. Loss, theft or damage arising from an **Insured Student's** negligence including, but not limited to, leaving **Personal Property** unattended.
3. Loss of, or damage to, any **Personal Property** caused by moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention or destruction by customs or any other authority.
4. Loss of, theft of, or damage to, hired or leased equipment or any **Personal Property** forwarded in advance of a **Study Trip** or separately mailed or shipped in a **Public Conveyance** other than a **Public Conveyance** carrying the **Insured Student** at the same time.
5. **Personal Money**, any kind of document, antiques, contracts, bonds, securities, animals, software, mobile telecommunications devices and accessories, means of transport and accessories, and jewellery that is not being worn or carried by the **Insured Student** at the time of loss or damage.
6. No coverage shall be provided within **Hong Kong**.
7. Any loss of or damage to any **Personal Property** incurred within the city of the **Overseas Studying Institution**, unless the loss or damage occurs in transit when the **Insured Student** is on the way back to the **Overseas Studying Institution** from another city or country provided a report from the **Public Conveyance** carrier is obtained within twenty-four (24) hours of the occurrence.

Section H – Loss of Travel Document

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

Section I – Personal Liability

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

Exclusions to Section I:

This Section I does not cover:

1. **Bodily Injury** to any person who is a relative of the **Insured Student**, or damage to property which belongs to the **Insured Student** or a relative of the **Insured Student**, or which is in the **Insured Student's** custody or control.
2. Damages relating to any liability assumed under a contract.
3. The ownership, possession, lease or rental of any vehicles, aircraft, firearms or animals.

4. The undertaking of any trade or profession.
5. Any criminal acts or proceedings.
6. In respect of claims of whatever nature directly or indirectly caused by:
 - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Section J – Loss of Cash

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

Special Conditions to Section J:

1. An **Insured Student** shall take all reasonable and necessary precautions for the safety of his/her **Cash**.
2. Loss of **Cash** must be reported to the police having jurisdiction at the place where the loss occurs within twenty-four (24) hours from the occurrence.
3. Unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.

Section K – Travel Delay

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

Section L – Baggage Delay

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

Special Conditions to Section L:

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

Exclusions to Section L:

This Section L does not cover:

1. If the **Insured Person** receives compensation for the same loss from the relevant **Public Conveyance** carrier.

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

Section M – Trauma Counselling Benefit

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

Section N – Kidnap Benefit

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

Part III – General Exclusions

General Exclusions Applicable To All Sections:

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

1. Any **Pre-existing Medical Condition**, congenital or heredity condition.
2. Suicide, attempted suicide or intentional self-infliction of **Bodily Injury** while sane or insane.
3. Any condition resulting from pregnancy, abortion, childbirth, miscarriage, infertility and other complications arising therefrom, cosmetic surgery or venereal disease.
4. Dental care except the damage of sound and natural teeth as a result of an **Accident**.
5. Mental or nervous disorders, insanity, psychiatric condition or any behavioural disorder.
6. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, rebellion, insurrection, hostilities (whether war is declared or not), direct participation in **Strike, Riot** and civil commotion, or from an **Insured Person** performing duties as a member of armed forces, or as a volunteer and engaged in war or crime suppression.
7. Participation in professional sports events where an **Insured Person** would or could earn income or remuneration from engaging in it, any kind of racing (except on foot), mountaineering, except as arranged by the **Overseas Studying Institution**.
8. Prohibition or regulation by any government, or customs detention.
9. Damages relating to unlawful, wilful or malicious acts of an **Insured Person**.
10. Actions of an **Insured Person** while under the influence of alcohol or drugs to the extent of legal impairment.

11. Riding in any aircraft except as a fare-paying passenger in a properly licensed aircraft flown by a qualified pilot.
12. An **Insured Person's** actions in the course of committing a felony or while under arrest by authorities because of commission of a felony.
13. AIDS or AIDS Related Complex, any **Accidental Bodily Injury** or **Sickness** commencing at the time of or subsequent to a sero-positive test for HIV or related disease, or any other sexually transmitted diseases.
14. The **Insured Person** performing the duty of or being employed under a **Hazardous Occupation**.
15. Consequential loss of any kind.
16. Health check-ups or any investigation(s) not directly related to admission, diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary.
17. Any payment under **This Policy** with respect to the cost of prosthesis, hearing aids, dentures and other medical equipment or optical treatment unless approved by **Us**.
18. The purpose of the **Study Trip** is to obtain medical care.
19. Any losses or expenses with respects to Cuba.

Part IV – General Conditions

1. **Hijack Extension:** If during a **Study Trip** an **Insured Student** is a victim of a hijack, the coverage provided by **This Policy** shall continue until such time as the **Insured Student** has returned to Hong Kong subject to a maximum period of twelve (12) consecutive months from the date of the hijack.
2. **Age Limit:** Coverage is available to **Insured Student** from ten (10) to thirty (30) years of age; **Insured Parent/Guardian** up to seventy-five (75) years of age. If the **Insured Student** attains thirty (30) years of age or the **Insured Parent/Guardian** attains seventy-five (75) years of age during the term of the **Period of Insurance**, **We** will still provide cover throughout the duration of **This Policy** up until the end of the respective **Period of Insurance**.
3. **Entire Contract:** **This Policy**, together with all endorsements, **Policy Schedule**, application form and other attachments, if any, constitute the entire contract of insurance. **This Policy** shall not be modified except by written amendment attached hereto and signed by **Our** authorised representative.
4. **Duplicate Coverage:** If the **Insured Student** has more than one Overseas Education Protection Policy with **Us**, **We** shall be liable to pay the benefit under one policy only.
5. **Notice and Sufficiency of Claim:** Written notice of claim must be given to **Us** as soon as is reasonably possible, and in any event within thirty (30) days from the first day of the insured event giving rise to the claim under **This Policy**. Notice given by or on behalf of the **Insured Person** or claimant to **Us** with information sufficient to identify the **Insured Person** shall be deemed valid notice to **Us**. Upon receiving a notice of claim, **We** will furnish to the claimant such forms as it usually provides for filing proof of claim. The **Insured Student** or claimant shall, at his/her own expense, provide to **Us** such certificates, information and evidence as **We** may from time to time require in connection with any claim under **This Policy** and in the form prescribed by **Us**. Proof of all claims must be submitted to **Us** within one hundred and eighty (180) days from the first day of the insured event giving rise to the claim.
6. **Claims Investigation:** In the event of a claim, **We** may make any investigation **We** deem necessary and the **Policyholder/Insured Student** shall co-operate fully with such investigation. Failure by the **Policyholder/Insured Student** to co-operate with **Our** investigation may result in denial of the claim or cancellation of **This Policy**.
7. **Compliance with Policy Provisions:** Failure by the **Policyholder/Insured Student** to comply with any of the provisions contained in **This Policy** shall invalidate all claims hereunder.

8. Physical Examinations and Autopsy: **We** have the right at **Our** expense to have an **Insured Person** examined as often as reasonably necessary while a claim is pending. **We** may also require an autopsy to be carried out unless an autopsy is prohibited by law.
9. Other Insurance (Applicable to Coverage A to D, G to J, L to M): If a covered loss under **This Policy** is insured under any other valid policy, prior or current, then **This Policy** shall cover such loss, subject to its limitations, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
10. Legal Action: No legal action shall be brought to recover on **This Policy** until sixty (60) days after **We** have been given written proof of loss. No such action shall be brought after three (3) years from the date of loss.
11. Rights of Recovery: In the event that, **We** or **Our** authorized representatives (include **Authorised Assistance Service Provider**) authorise payment and/or make a payment under **This Policy**, **We** reserve the right to recover against the **Policyholder/Insured Student** the full sum which has been paid, or for which **We** are liable, to the **Hospital** to which the **Insured Student** has been admitted, less **Our** liability under the terms of **This Policy**.
12. Subrogation: **We** have the right to proceed at our own expense in the name of **Insured Person** against third parties who may be responsible for an occurrence giving rise to a claim under **This Policy**.
13. Assignment: No assignment of interest under **This Policy** shall be binding upon **Us**.
14. Beneficiary change: No change of beneficiary under **This Policy** shall bind **Us**, unless **We** have consented to the change. However, any beneficiary designation is for the **Our** record only, the assignment of beneficiary will be subject to the laws of **Hong Kong**. **We** shall in any event have no responsibility whatsoever as regards the validity or otherwise of any such notification. Beneficiary of **This Policy**: The death payment will be paid to the **Insured Student's** estate. All other payments under **This Policy** will be made to the **Policyholder**, except payments under Section B which shall be paid to **Authorised Assistance Service Provider** or any other provider of services rendered to the **Insured Student**.
15. Geographical Limit and Operative Time: (i) Section F: Cover shall apply twenty-four (24) hours a day anywhere in the world; (ii) Other coverages: Cover shall apply twenty-four (24) hours a day anywhere in the world during the course of a **Study Trip**.
16. Change of Location of Overseas Studying Institution: It is a condition of **This Policy** that any change of location of **Overseas Studying Institution** to a different **Studying Country** shall be reported to **Us** as soon as possible.
17. Termination of Policy: **We** may terminate **This Policy** at any time during the **Period of Insurance** by giving thirty (30) days prior notice in writing to the last known address of the **Policyholder** or his/her insurance broker. In the event of such termination, **We** will return promptly the pro-rata unearned premium to the **Policyholder**. However, **We** will not be required to give notice of termination in the event of the occurrence of one or more of the following (which shall also have the effect of immediately terminating **This Policy**):
 - non-payment of any Premium;
 - conviction of a crime arising out of acts materially increasing the risks insured against;
 - fraud or material misrepresentation on the part of the **Policyholder** or the **Insured Person** ;
 - engage in any act or omission which under **This Policy** the **Policyholder** or **Insured Person** is required to notify to **Us**, but the **Policyholder** fails to notify to **Us**;
 - engage in any such act or omission which under the terms of **This Policy** authorises **Us** to refuse to pay a claim either in whole or in part.

- breach a provision of **This Policy**;
- breach a duty of utmost good faith;

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

Percent of Annual Premium	
2 months (Minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

Termination will not affect valid claims already notified to **Us** in accordance with General Condition 5 of **This Policy**.

- Dispute Resolution:** The parties shall submit any dispute arising out of or in connection with **This Policy** to a neutral adviser appointed by agreement between the parties to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring the dispute to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement between the parties within twenty-eight (28) days after notice is given, the dispute shall be referred to arbitration as set out below. The parties shall, with the assistance of the neutral adviser appointed in accordance with this clause, seek to resolve the dispute by using an alternative dispute resolution procedure agreed between them or, in default of such agreement, established by the neutral adviser. If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties (and, if applicable, the neutral adviser), whereupon it shall become binding upon the parties. If (i) any party fails or refuses to agree to or participate in the alternative dispute resolution procedure, or (ii) in any event the dispute is not resolved within ninety (90) days after it has arisen, the dispute shall be finally settled by arbitration using any of the rules available to the Hong Kong International Arbitration Centre (HKIAC). The place of the arbitration shall be in **Hong Kong**. The arbitral tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The tribunal shall have the widest possible discretion permitted under the law governing the arbitral procedure when making such orders or directions. The language of the arbitration shall be English.
 - Fraud or Mis-statement:** Any false statement in the policy application or concerning any claim shall result in **Our** right to repudiate liability under **This Policy**.
 - Jurisdiction:** **This Policy** shall be governed and construed in accordance with the laws of **Hong Kong**. Any dispute under **This Policy** shall be settled in accordance with the laws of **Hong Kong**.
 - 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 **This 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.
- Third Party Obligation:** Any person or entity who is not a party to **This Policy** shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of **This Policy**.

Part V – How To Make A Claim

The Claimant should submit a claim within thirty (30) days of the event taking place to [Chubb Claim Centre \(www.chubbclaims.com.hk\)](https://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.

Part VI – Complaint Handling

If you are not happy with the way in which **This Policy** was sold to you or any other aspect of **This Policy**, please contact:

The Customer Service Manager
Chubb Insurance Hong Kong Limited
39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
O +852 3191 6626
F +852 2519 3233
E cs.hk@Chubb.com

We have developed an internal procedure for dispute resolution in accordance with “The Code of Conduct for Insurers”. If at any time you have an unresolved complaint about **Our** products or services, you can use **Our** internal dispute resolution process. Your query or complaint will then be reviewed and **We** will respond within fifteen (15) working days. If you are unhappy with the outcome of **Our** internal review of your complaint, you may take Your complaint, at no cost to You, to the Insurance Authority or Insurance Complaints Bureau for assistance. Contact details are given below:

Insurance Authority
19/F, 41 Heung Yip Road, Wong Chuk Hang, Hong Kong
F +852 3899 9993

Insurance Complaints Bureau
29th Floor, Sunshine Plaza,
No. 353 Lockhart Road,
Wanchai, Hong Kong.
F +852 2520 1967

Personal Information Collection Statement

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.

Transfer of Personal Data

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

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

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

(c) 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

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 being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

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

Contact Us

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www.chubb.com/hk

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