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Tune Insure AirAsia Travel Protection – One Way Plan

Travel Insurance Terms and Conditions

In consideration of Insured Person has paid the premium stated and subject to the terms, exclusions and conditions contained herein or endorsed hereon, Asia Insurance Company Limited ("the Company") agrees to pay benefits up to the amount specified in the Schedule of Benefits to the Insured Person named in the Certificate of Insurance in the event of the contingencies described hereinafter happened during the Period of Insurance.

The Certificate of Insurance, Travel Insurance Terms and Conditions and endorsements (if any), shall constitute the entire contract of insurance (hereinafter called "Policy")

SCHEDULE OF BENEFITS

BENEFITS

BENEFIIS	
BENEFIT	Maximum Benefits (MOP)
Section 1 – PERSONAL ACCIDENT	
Free coverage for Accompanying Infant	600,000
	60,000
Section 2 – TRIP CANCELLATION	Actual AirAsia Flight Cost not exceeding 10,000
Section 3(a) – AIRASIA FLIGHT DELAY	
(MOP200 for each and every consecutive 8-hours delay)	
Section 3(b) – MISSED FIGHT CONNECTION	1,000
(MOP750 for each 6 consecutive hours delay)	
	1,500
Section 4(a) – BAGGAGE AND PERSONAL EFFECTS	
- Sub limit for any one item (Excess: MOP100 per claim)	3,000
Section 4(b) – BAGGAGE DELAY	
(MOP500 for each 6 complete hours)	1,000
	1,000
ON TIME GUARANTEE	Up to 400
- On the condition that there is a delay greater than 2 (two) hours of	
scheduled departure time caused solely by Carrier Operator/ AirAsia	

SECTION 1 - PERSONAL ACCIDENT

In the event of the Insured Person suffers Bodily Injury caused by Accident during the Insured Flight resulting in death or Permanent Total Disablement within one hundred and eighty (180) days, the Company will pay to the Insured Person up to the Maximum Benefits stated in the Schedule of Benefits and according to the percentage stated below or in the event of death of the Insured Person, pay to Insured Person's legal/appointed beneficiary.

BENEFIT TABLE

Accidental Death and Disablement	Percentage of Principal Sum
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent total Loss of Sight of one eye or both eyes	100%
4. Loss of or the Permanent total Loss of Use of one limb or two limbs	100%

PROVIDED THAT:

The maximum amount payable for any and all events arising under this section shall not exceed the Maximum Benefits for each Insured Person.

DISAPPEARANCE

If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the AirAsia Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of the Insured Flight and remains missing after twelve (12) months from the date of the Accident, and the Company has reason to believe that the Insured

Person has died in the Accident, the Company will pay the Personal Accident benefit, subject to receipt of a signed undertaking by the personal representative of the Insured Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

Free Coverage for Accompanying Infant

This section is extended to cover the Accompanying Infant who suffers an Injury during the insured Flight up to the Maximum Benefits as stated in the Schedule of Benefits.

EXCLUSION APPLICABLE TO SECTION 1 - PERSONAL ACCIDENT

The Company shall not be liable to pay for any loss caused by an Injury or otherwise which is a consequence of any kind of disease or sickness.

SECTION 2 - TRIP CANCELLATION

The Company shall reimburse the Insured Person up to the Maximum Benefits as stated in the Schedule of Benefits for the loss of AirAsia ticket fare paid in advance by the Insured Person and for which the Insured Person is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Insured Flight necessitated by the occurrence of any of the followings, within ninety (90) days before departure on the Insurance Start Date as shown in the Certificate of Insurance (except for sub-paragraphs (3) below):

- 1. Death, Serious Bodily Injury or Sickness of the Insured Person, or Immediate Family Members of the Insured Person causing the Insured Person unable to travel under this Policy
- 2. Receipt of subpoena or witness summons, or being summonsed for jury service or compulsory quarantine of the Insured Person.
- 3. Serious damage to the Insured Person's principal home in Macau arising from fire or flooding within 10 days prior to the departure date which requires the Insured Person's continued presence on the premises.

This coverage under Section 2 - Trip Cancellation cannot be utilized once the Insured Person has commenced the Insured Flight.

EXCLUSIONS APPLICABLE TO SECTION 2 - TRIP CANCELLATION

The Company shall not be liable to pay for any claims or losses directly or indirectly arising out of:

- 1. Criminal acts by the Insured Person.
- 2. Cancellation resulting from riot, popular movements, terrorists acts, any effects of a source of radioactivity, epidemic, pandemic, pollution, natural catastrophes or climatic event (lack of snow in a ski trip etc).
- 3. Pre-existing Condition.
- 4. Pregnancy or gynecological disease or their sequel.
- 5. Government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked itinerary (including error, omission or default) by the provider of any service forming part of the booked itinerary as well as of the agent AirAsia through whom the itinerary was booked, liquidation or default of travel agencies, tour operator and/or AirAsia Berhad.
- 6. Disinclination to travel or cancellation of journey due to financial circumstances of Insured Person.
- 7. Any unlawful act or criminal proceedings of any person on whom the planned itinerary depends on, other than attendance under subpoena as a witness at a Court of Law.
- 8. Any circumstances leading to the Trip Cancellation or Trip Interruption already existing and known to the public at the time of applying this insurance or arranging the Insured Flight.
- Failure to notify and submit the relevant documents to travel agent/tour operator, AirAsia Common Carrier immediately for the application of refund of expenses incurred if it is found necessary to curtail the travel arrangement and failure to submit the relevant documents.

SECTION 3(a) - AIRASIA FLIGHT DELAY

The Company shall pay MOP200 for each and every consecutive eight (8) hours of delay, up to the Maximum Benefits stated in the Schedule of Benefits in the event that the AirAsia Common Carrier in which the Insured Person has arranged to travel is delayed for at least eight (8) hours from the departure time specified in the itinerary provided by the AirAsia Berhad management to the Insured Person caused directly by the inclement weather, equipment failure, hijack of aircraft or strike by the employees of the AirAsia Berhad for the Insured Flight.

PROVIDED THAT:

- 1. Departure delay will be calculated from the original scheduled departure time specified in the itinerary provided by AirAsia Berhad to the Insured Person until the actual departure time of the first available alternative transportation offered by the AirAsia Berhad management.
- 2. The delay does not arise from the failure of the Insured Person to confirm the advanced booking or check in at the scheduled time before departure.
- 3. Confirmed advanced booking is given prior to the commencement of an industrial action affecting the carrier.
- 4. Official documentation from the airline/carrier is submitted in support of any claim under this section of the insurance, which states the cause, date, time and duration of the delay.
- 5. The Company does not cover strike or industrial action which has commenced or has been announced before the date of applying this insurance or arranging the journey.

6. The Insured Person has to reroute his trip due to cancellation of the public transportation with prior confirmed booking.

SECTION 3 (b) Missed Flight Connection

In the event the Onward Connecting Flight is missed at the transfer point due to late arrival of the Incoming Connecting Flight and no replacement is made available within 6 hours from the scheduled time of connecting departure, the Company will pay the Insured Person MOP750 for every 6 consecutive hours delay up to a maximum limit of MOP1,500 as specified in the Schedule of Benefits.

The Company shall reimburse the Insured Person if the delay of the Incoming Connecting Flight is due to any of the following events:

- 1. Inclement weather at destination or departure.
- 2. Accident to the Incoming Connecting Flight.
- 3. Technical fault of the Incoming Connecting Flight.

EXCLUSIONS APPLICABLE TO SECTION 3(b) – MISSED FLIGHT CONNECTION

- 1. Any illegal or unlawful intention act by the Insured Person.
- Any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- 3. The failure of the Insured Person to check-in according to the itinerary supplied to him/her.
- 4. Strike or industrial action existing on the date the flight or this insurance is arranged.
- 5. Any prohibition or regulations by any government or immigration authority.
- 6. The Insured Person is not fit to travel or is traveling against the medical advice of a Qualified Medical Practitioner.
- 7. Voluntary cancellation of a Insured Flight by the Insured Person.
- 8. The Onward Connecting Flight departure time is less than 3 hours apart from the scheduled arrival time of the Insured Flight.
- 9. The Onward Connecting Flight is not in the same airport as the arriving Insured Flight.
- 10. Natural disaster including earthquake, volcanic eruption and its consequences.

This Policy shall only pay for claim either under Section 3(a) AirAsia Flight Delay or Section 3(b) Missed Flight Connection but not both.

SECTION 4(a) - BAGGAGE AND PERSONAL EFFECTS

Subject to the Maximum Benefits stated in the Schedule of Benefits the Company will pay the Insured Person for loss, physical breakage or damage directly resulting from Accident, theft, burglary, robbery or mishandling by AirAsia Common Carrier occurring during the Insured Flight to an Insured Person's personal baggage or Personal Effects.

PROVIDED THAT:

- 1. The loss must be reported to the local police or AirAsia Common Carrier liable within 24 hours of the occurrence.
- 2. The Insured Person shall observe ordinary and proper care for the safety of his accompanied personal baggage or Personal Effects and does not leave them unattended in a public place. All personal baggage and Personal Effects are to be examined immediately when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person, the Insured Person shall give IMMEDIATE notice to the parties concerned and request for relevant.
- 3. The Company shall not be liable for more than MOP 1,000 in respect of any one (1) article, pair or set of articles.
- 4. The Company will, by payment or at its option by replacement or repair (subject to due allowance for wear & tear), indemnify the Insured Person against each such loss or damage provided that the liability of the Company shall not exceed the Maximum Benefit amount.
- 5. For claim relating to breakage or damage, the claimant has to produce the damaged effects as physical evidence for the Company's inspection at the claimant's cost.

All jewelry, articles consisting in whole or in part of silver, gold or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer, telephone equipment; equipment for the recording of sound or pictures and its accessories, are only covered against theft and only if carried on the Insured Person.

EXTENSION OF COVER FOR GOLFING EQUIPMENT:

The Company will pay the Insured Person for theft of or damage to or loss caused by the AirAsia Common Carrier of golfing equipment belonging to the Insured Person which he/she has checked in for the same flight, subject to the exclusion of the following:

a) Loss of or damage to golf balls;

- b) Loss of or damage resulting from willful act or negligence of the Insured Person;
- c) Loss of or damage arising from confiscation or retention by custom or other officials.

EXCLUSIONS APPLICABLE TO SECTION 4(a) -BAGGAGE AND PERSONAL EFFECTS

The Company shall not be liable for:

- 1. The first MOP100 of each and every claim.
- 2. The following classes of property: business goods or sample, foodstuffs, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, keys, musical instruments, object

of art, collector's item, eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges, money (including checks, traveler's checks, etc), plastic money (including the credit value of credit card, Octopus cards, etc), securities, tickets or documents.

- 3. Ski set, sailboard, golf clubs, tennis racket and other sporting equipment except while checked in as baggage.
- 4. Any loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by the Insured Person to repair, clean or alter any property.
- 5. Any loss of or damage to hired or leased equipment and any loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Act of Terrorism or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; secure or destruction under quarantine or customs regulations, confiscation by order of any Government of Public Authority or risk of contraband or illegal transportation or trade.
- 6. Any loss or damage to property insured under any other insurance, or could be reimbursed for by a Common Carrier or AirAsia Common Carrier, a hotel, and any service providers or otherwise.
- 7. Any loss of or damage to property which function normal after it has been fixed or repaired by a third party.
- 8. Any loss of the Insured Person's baggage when it is left unattended in public place or as a result of the Insured Person's failure to take due care and precautions for the safe guard and security of such property.
- 9. Any loss of data recorded on tapes, cards, diskettes or otherwise.
- 10. Breakage or damage to fragile articles.
- 11. Loss by any mysterious disappearance.

SECTION 4(b) – BAGGAGE DELAY

The Company will pay to the Insured Person MOP500 for every six (6) complete hours whereby his/her checked-in baggage is delayed, misdirected or temporarily misplaced by AirAsia from the time of arrival at the scheduled destination abroad till the Insured Person received his/her baggage. The Maximum Amount payable is up to MOP1,000 as specified in the Schedule of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 4(b) – BAGGAGE DELAY

- The Company will not pay for claims in respect of:
- 1. Baggage delay not immediately reported to AirAsia.
- 2. Confiscation or detention by customs, immigration and/or public authorities.
- 3. Baggage delay on the return journey to Macau.
- 4. Failure of the Insured Person to obtain a written confirmation on the actual date and time of baggage delivery from AirAsia or their handling agents.
- This Policy shall only pay for Baggage Delay which subsequently found damage or loss of personal effects upon recovery of the delayed baggage at the same time for any one schedule flight.
- This Policy shall not pay for Section 4(a) Baggage lost and Section 4(b) Baggage Delay at the same for any one scheduled flight.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

THE COMPANY WILL NOT PAY UNDER ANY SECTION OF THIS POLICY FOR LOSS, INJURY, DAMAGE OR LIABILITY SUFFERED AND/OR SUSTAINED BY OR ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF OR IN CONNECTION WITH:

- 1. Pre-Existing Conditions, congenital and heredity condition.
- Any injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
- 3. Encountering murder, kidnap or extortion.
- 4. Riot and strike, war (whether declared or not), Act of Terrorism, invasion, act of foreign enemies, civil war, revolution, civil unrest, performing duties as a member of armed forces, or police, or a law enforcing agencies.
- 5. The Insured Person willfully exposing himself to needless peril (except in an attempt to save human life), fighting, attack resulting from provocation or deliberate act of Insured Person, suicide, attempted suicide or intentional self-inflicted Bodily Injuries, insanity, abortion, miscarriage, child-birth, venereal diseases, the use of alcohol or drugs other than those prescribed by a Medical Practitioner; dental treatment unless it is resulting from accidental Bodily Injury to sound and natural teeth.
- 6. Nuclear fission, nuclear fusion or radioactive contamination.
- 7. Accidents happened whilst engaging in sports or games in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in sports or games. Racing (other than on foot), riding or driving in any kind of race, motorcycling, hunting, mountaineering (necessitating the use of ropes, pitons or guides), skydiving, hang gliding and parachuting.
- 8. Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 30 meters below sea level.
- 9. Engaging in any form of aerial flight or air travel other than as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial company.
- 10. Losses which are indirect and consequential in nature except herein provided.
- 11. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
- 12. Taking part in performing entertainment or film production.

- 13. Engaging in any manual labour or hazardous work that involves the use of machinery or tools.
- 14. Utilization of Nuclear, Chemical or Biological weapons of mass destruction.
- 15. Any loss and expenses that can be reimbursed or recovered from other source except for Section 1 Personal Accident, and Section 3 AirAsia Flight Delay.
- 16. Any loss resulting directly and indirectly (in whole or in part) from:
 - a) Pandemic
 - b) Epidemic

DEFINITIONS

In this Policy where consistent with the contents, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and each of the following words and expressions shall have the following meanings except where the context otherwise requires.

- 1. Accident shall mean an event occurring entirely beyond control and caused by violent, external and visible means which causes Bodily Injury during an Insured Flight..
- 2. Accompanying Infant shall mean the Insured Person's accompanying infant named in the certificate of insurance of the AirAsia flight ticket for the insured Flight.
- 3. AirAsia Common Carrier shall mean any mechanically propelled air conveyance operated by the AirAsia Berhad.
- 4. **Bodily Injury** shall mean any bodily damage caused directly and independently of all other causes by an Accident as defined above.
- 5. Certificate of Insurance shall mean the attached sheet and forms part of this Policy.
- 6. Effective Date means either 1) the Certificate of Insurance Issue Date or 2) the date the Trip Cancellation benefit becomes effective, whichever is later.
- 7. Immediate Family Members shall mean an Insured Person's lawful spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, step-parents or step-children.
- 8. Insured Flight shall mean the flight with the period of travel commencing from the Insured Person checking-in for departure in the Macau immigration counter on the Insurance Start Date for the purpose of commencement of the scheduled flight and until the Insured Person's arrival at the immigration counter of the Destination.
- 9. **Incoming Connecting Flight** shall mean AirAsia flight taken by the Insured Person from first point of departure and had purchased an Tune INSURE AirAsia Travel Protection Policy.
- 10. **Onward Connecting Flight** shall mean the scheduled flight by any license airline booked by the Insured Person for their onward journey after disembarking from the Incoming Connecting Flight.
- 11. **Insured Person** shall mean any person must be the AirAsia guests whose age is between nine (9) days and seventy-five (75) years on the commencement date of the Period of Insurance and he is named in the proposal form and in the Certification of Insurance issued by the Company.
- 12. Legal Beneficiary shall mean where there is no valid will, statutory beneficiary defined by the law, or where there exists a valid will, beneficiary therein named. In any event, death benefit shall be released to the administrator or executor who represents the beneficiary and has been duly granted with a grant of representation.
- 13. Loss of or Loss of Use shall mean the Permanent total functional disablement or complete and permanent physical severance through or above the wrists or ankle joints, and as used with reference to eyes, shall mean the entire and irrecoverable loss of sight.
- 14. Loss of Both Eyes shall mean the complete and irrecoverable and irremediable loss of the sight of both eyes.
- 15. Loss of One Eye shall mean the complete and irrecoverable and irremediable loss of the sight of an eye.
- 16. Loss of One Limb shall mean loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 17. Loss of Two Limbs shall mean loss by physical severance or total and permanent loss of use of two hands or two feet or of one hand at or above the wrist and of one foot at or above the ankle.
- 18. **Maximum Benefits** shall mean the maximum benefit amount of each of the benefits covered under this Policy as stated in the Schedule of Benefits.
- Medical Practitioner shall mean a person legally authorized, duly licensed or registered in the geographical area of his practice to render medical or surgical service, other than the Insured Person or the Insured Person's Immediate Family Members.
- 20. **Period of Insurance** shall mean the period between the Insurance Start Date and Insurance End Date of the Insured Flight as stated in the Certificate of Insurance except that, for the Section 2 (Trip Cancellation), the Period of Insurance shall mean the period between the Effective Date and the commencement/ departure date of the Insured Flight.
- 21. **Permanent Total Disablement** shall mean a result of an Accident that prevents the Insured Person from attending to his/her normal occupation which disablement, after lasting for a minimum of **one (1) year** from the date of Accident, shall be certified at the end of that time by a Medical Practitioner acceptable to the Insurer to be a condition that will permanently and totally disable the Insured Person from following any gainful occupation beyond the hope of any improvement.
- 22. **Personal Effects** shall mean articles of personal possession normally worn or carried by the Insured Person by hand, in trunks, suitcases and like receptacles owned by the Insured Person occurring during the Insured Flight.
- 23. **Pre-Existing Conditions** shall mean any Sickness/disease, injury, disability or physical condition which existed at the time of applying this insurance or arrangement of Insured Flight in respect of the Insured Person, which presented signs or symptoms of which the Policyholder, Insured Person, Immediate Family Members was aware or should reasonably have been aware.

- 24. Serious Bodily Injury or Sickness shall mean, when applied to the Insured Person, is one which requires treatment by a Medical Practitioner and which results in the Insured Person being certified by that Medical Practitioner as being dangerous to life and unfit to travel or continue with his original journey. When Serious Bodily Injury or Sickness is applied to the Insured Person's Immediate Family Member, it shall mean injury or Sickness certified as being dangerous to life by a Medical Practitioner and which results in the Insured Person's discontinuation or cancellation of his Insured Flight.
- 25. Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organizations or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 26. War shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL POLICY CONDITIONS – APPLICABLE TO ALL SECTIONS

1. Consideration

The due observance and fulfillment of the Terms, Conditions, Exclusions and Endorsements of this insurance by the Insured Person and claimants in so far as they relate to anything to be done or complied with them, and the truth of the statements and details in every proposal form and declaration shall be conditions precedent to any liability of the Company to make any payment under this insurance.

2. Validity of Policy

This Policy is only valid for leisure travel or business travel. Any activities during business travel shall be restricted to administrative and non-manual labour works only.

At the time this insurance becomes effective, the Insured Person must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Insured Flight, otherwise any claim could be forfeited.

3. Amendment and Renewal

Upon issuance of the Policy, all the insurance details, including the Insured Persons, Insurance Start Date, Insurance End Date and Destinations, are confirmed and final and cannot be changed.

This Policy may not be renewed or extended. However, if the return flight is rescheduled by AirAsia, the Company will automatically extend the Period of Insurance for a maximum three (3) consecutive days without charge.

4. Governing Law and Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Macau. The Courts of Macau shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy. Macau refers to the Macao Special Administrative Region of the People's Republic of China.

5. Duplicate Application

- a) An Insured Person shall not be covered under more than on comprehensive travel insurance policies underwritten by the Company for the same Insured Flight. In the event that an Insured Person is covered by more than one policies issued by the Company, benefit will be paid by the policy which provides the greatest amount of benefit. Where the benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued. The Company will refund any duplicated insurance premium that may have been made by the Insured Person and cover of the duplicated insurance shall be void at inception in respect of such particular Insured Person.
- b) In the event that an Insured Person is covered by more than one policy purchased through AirAsia Berhad and/or its Affiliates, benefit will be paid by the policy which provides the greatest amount of benefit. Where the benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued.

6. Subrogation

In the event of any payment made under this Policy, the company shall be subrogated to all the Insured Person's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.

7. Reasonable Care

The Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, injury, illness, loss or damage.

8. Misstatement or Fraud

Failure by the Policyholder or Insured Person to comply with the Claims Procedure or investigation may result in denial of the claim. If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then the Policy shall be voidable at the entire discretion of the Company and no claim shall be payable by the Company.

9. Other Insurance

If at the time of a claim there is any other policy insured by other insurance company which also covers the same benefits as this policy, the Company will be liable only for the Company's proportionate share (except for Section 1 - Personal Accident).

10. Premium

No refund of premium will be made once the Certificate of Insurance has been issued.

11. Notice of Claim

Notice of any claim must be given to the Company within 30 days of the end of Insured Flight; otherwise the Company shall not be liable for any loss or damage occurring in connection with such event.

12. Proof of Claim

A notice of claim shall be submitted together with documentary evidence required under the respective section (if applicable), or other documents and/or information which is prescribed or reasonably required by the Company at the claimant or the Insured Person's own expense. Failure to provide such documentary evidence within the time required will not invalidate any

claim if the claimant or Insured Person can explain that it was not reasonably possible to give such documentary evidence within such time, provided such documentary evidence is furnished as soon as is reasonably possible, and in no event later than 180 days from time such request is made by the Company.

Any documentary evidence includes but not limited to:-(a) In case of **Personal Accident**:-

Hospital, Medical Practitioner's reports giving details on the nature of the injury and the extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report and letter of administration.

(b) In case of Trip Cancellation cover:-

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim and if the claim is in respect of medical treatments, a full Medical Practitioner's report stipulating the diagnosis of the condition treated, advice on the need of Trip Cancellation and the date when the disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.

(C) In case of Loss of, breakage or damage to Baggage and Personal Effects:-

All details including receipts as to date of purchase, price, model and type of items lost or damaged; receipt for obtaining replacement of Travel Document or Travel Ticket; a copy of the IMMEDIATE notification to AirAsia Common Carrier or tour operator and their official acknowledgment or confirmation in writing when loss or damage has occurred in transit; certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to the relevant authorities must be made within 24 hours of the occurrence.

(d) In case of Travel Delay:-

Official documentation from the airline/carrier giving the cause, date, time and the duration of the delay.

13. Payment of Claims

- (a) All the payments under this Policy will be payable to the Insured Person. The Insured Person may designate a beneficiary at the time of concluding this contract of insurance. In case of absence of such designation, any benefits unpaid at the time of death of the Insured Person shall be paid to the Legal Beneficiary.
- (b) The receipt of the Insured Person or designated beneficiary or Legal Beneficiary for any payment payable under this Policy shall in all cases be full and final discharge of all liabilities of the Company.
- (c) Premium and benefits payable under this Policy shall be in the currency of Macau. Payment of claims based on the exchange rate prevailing at the date of loss.
- (d) No payment of claims under this Policy shall carry interest.

14. Data Privacy

It is a condition precedent to the liability of the Company, the Insured Person(s) has agreed that any information or personal information collected or held by the Company is provided and may be held, used and disclosed by the Company to individuals/organizations associated with the Company or any selected third party (within or outside Macau) for the purpose of processing the application and providing subsequent services for this and other financial products and services, direct marketing, data matching, and to communicate with the Insured Person(s) for such purposes. The Insured Person(s) has the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured Person(s). Such request can be made to the Company's Data Privacy Officer at Avenida da Praia Grande No.762, Edificio China Plaza, 10 andar C-D, Macau.

AIR ASIA ON TIME GUARANTEE EXTENSION

WHEREAS the Insured Person by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Asia Insurance Company Limited (the Company) for the insurance hereinafter contained and has paid the premium in respect of such insurance.

NOW THIS POLICY WITNESSETH that in the event that the Occurrence described hereunder shall occur during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy), the Company will compensate the Insured Person the Compensation hereinafter described

PROVIDED ALWAYS that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

OCCURRENCE

Delay of scheduled flight by more than 2 hours from the scheduled time of flight departure caused solely by carrier operator.

COMPENSATION

The actual Airfare and charges for the particular flight subject to maximum MOP400.00 of per Insured Person shall be payable.

PERIOD OF INSURANCE

The insurance coverage commences upon the check in on the Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Schedule Flight, and will be in force until the Policy is terminated in accordance with General Conditions of the Policy.

POLICY DEFINITIONS

Insured Person refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with an Tune Insure AirAsia Travel Protection – Return Plan Certificate of Insurance for that scheduled flight(s).

Delay shall mean the scheduled aircraft in which the Insured Person has booked to travel is delayed caused solely by carrier operator

Carrier Operator shall mean AirAsia Berhad.

Schedule Flight shall mean commercial flights scheduled by AirAsia Berhad, it being always understood that AirAsia Berhad has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the country in which it operates, and that in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports. Furthermore, Scheduled Flights shall comply with the ABC World Airways Guide. In addition, Departure Times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket

Schedule Time shall means:

(i) The time printed in the Insured Person itinerary;(ii) Any new departure time which AirAsia Bhd have advised the Insured Person not less than 24 hours from the original

schedule time of flight departure on the flight itinerary

Qualified Medical Practitioner shall mean any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

EXCLUSIONS

The Company will not pay for loss directly or indirectly arising as a result of:-

1. any illegal or unlawful intention act by the Insured Person

2. any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim

under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.

3. the failure of the Insured Person to check in according to the itinerary supplied to him/her.

4. Strike or industrial action existing on the date the flight is arranged.

 any prohibition or regulations by any government.
the Insured Person is not fit to travel or is travelling against the medical advice of a Qualified Medical Practitioner.

7. Delay caused by circumstances which beyond AirAsia Bhd control such as bad weather, air traffic control, airport closure, strikes and acts of Gods

GENERAL CONDITIONS

PROVISO

a) The benefits under this extension mentioned herein shall be offered to passenger(s) who has/have purchased Tune Insure AirAsia Travel Insurance Protection and with an additional premium paid.

b) Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of the Company.

COMMUNICATION

Every notice or communication to be given or made under this Policy by the Insured Person and/or his legal Personal representative and/or AirAsia Berhad shall be delivered in writing to the Head Office of the Company.

FITNESS FOR TRAVEL

At the time of travelling the Insured Person must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the flight, otherwise any claim is not payable.

CURRENCY

All amounts shown are in Macau Patacas.

CANCELLATION

This Extension once issued is not cancelable or refundable.

COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

NOTICE AND PROCEDURES OF CLAIMS

- (a) Upon the happening of any event which may give rise to a claim, the Insured Person shall:-
 - (i) notify the Company in writing as soon as possible but not later than thirty (30 days) after any event which may give rise to such claim by filling up the claim form as provided by the Company;
 - (ii) furnish to the Company in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Insured Person's statements, reports and any other documents as the Company may require and shall be in such form and of such nature as the Company may prescribe;
- (iii) produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

(b) The following information and documents shall be furnished to the Company under any circumstances in matters of claims:-

 copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account.

FORMS FOR PROOF OF LOSS

The Company, upon receipt of a notice of claim will furnish to The Insured such claim forms which are usually furnished by the Company for filing proofs of loss. Such claims forms must be returned by The Insured with full particulars within 15 days after the receipt of such claims forms from the Company. AirAsia Berhad shall notify the Company in any event of any delay, the circumstances and the extent of the loss for which the claim is made.

ARBITRATION

a) Any dispute, difference or question which may arise at any time hereafter between the Company and AirAsia Berhad in relation to the true construction of the Policy or the rights or liabilities of the parties hereto shall be referred to arbitration in Macau and the Macau law shall apply hereto.

b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of any Arbitration Act of Macau or any statutory modification or the re-enactment thereof for the time being in force. Arbitration proceedings shall be conducted in accordance with the Rules of any Macau Arbitration Centre.

ENTIRE CONTRACT

The Policy, Schedule, Endorsements, Certificate of Insurance, Application Form, Declaration and attached papers together with other statement in writing shall be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the Schedule attached shall bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Schedule attached shall prevail. No statement made by the applicant for insurance coverage not included herein shall void the insurance cover or be used in any legal proceeding hereunder. No Agent shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

INTEREST

No indemnity from the Company shall accrue any interest.

GOVERNING LAW

This Policy shall be governed by and interpreted in accordance with Macau law. The Macau courts shall have exclusive jurisdiction.

CONTRACTS (RIGHTS OF THIRD PARTIES)

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act and any subsequent revision or amendment thereof enforce any of its terms. For avoidance of doubt, the application of the aid Act is expressly excluded insofar as the Policy contract is concerned.

Tune Insure AirAsia Travel Protection - 單程計劃

旅遊保險條文及條款

鑒於「被保險人」已給付保費,亞洲保險有限公司("本公司")將依照本保險所載承保條款、除外責任及批單,同意支付賠償予「被保險人」 或「被保險人」之「法定受益人」/指定受益人(如屬死亡賠償)。

本保險之賠償乃按發出之保險單上所列,並可按本公司發出之任何認可批文而修訂。

保險證、旅遊保險條文及條款和批註(如有者)將構成完整的保險契約(以下稱為"保單")。

保障利益表

保障範圍	最高賠償額 (MOP)
第1項-人身意外	600,000
同行嬰兒免費保障	60,000
第2項-取消旅程	亞航機票之實際費用但不
	超過10,000
第 3 項(a)-亞洲航空航班延誤	
(每連續8小時延誤:MOP200)	1,000
第3項(b)-接駁航班誤點	
(每連續6小時延誤:MOP750)	1,500
第4項(a)-個人行李及物品	3,000
每件物品限額 (每宗索償的自負額為	1,000
MOP100)	
第4項(b) - 個人行李延誤	
(每滿6小時延誤:MOP500)	1,000
準時保證	400
若純因亞洲航空航班延誤超過兩小時	

保障範圍

第1項 - 人身意外

若「被保險人」在「受保航程」期間,因遭遇意外而蒙受損害,於事 故發生當日起計180日內在直接及並無其他原因下引致以下之損害事 項,本公司將按照保障表及其保額百分率賠償。

保障表

意外死亡及永久傷殘	保額百分率
1. 死亡	100%
2. 永久完全殘廢	100%
3. 一眼或雙眼永久完全失明	100%
4. 喪失任何一肢或雙肢或任何一肢或	100%
雙肢永久完全喪失功能	

惟須按下列規定:

按本部分保障而因任何及所有事故作出之賠償總額上限,不得超過上 述所屬保險計畫列明之「 最高賠償金額。」

失蹤處理

倘「被保險人」在「受保航程」中所乘搭之「亞航公共交通工具」發 生「意外」而導致失蹤、墮毀或沉沒,「被保險人」因而失蹤及於該 次「意外」事件發生後連續12個月內仍無法尋回,則本公司有理由相 信「被保險人」已因該次意外死亡,並作出人身意外保障的賠償。但 「被保險人」的遺產管理者必須先填妥及遞交保證書,同意日後如發 現「被保險人」並未因該次意外導致死亡,將退回此項賠償予本公司。

同行嬰兒免費保障

此部份提供額外保障予「同行嬰兒」在受保旅程期間蒙受損害,最高 為保障權益表所列的最高賠償額。

適用於第1項 - 人身意外的不保事項

於此第1項保障,本公司不負責一切由疾病或病毒引致的受傷。

第2項 - 取消旅程

若「被保險人」於列於「保險證」上之保險開始日出發前90日內因下 列原因(以下第(3)除外)而需要取消受保旅程,本公司以不超過保 障利益表內所規定之最高賠償額賠償「被保險人」無法由其他途徑取 回其已支付及法律上須負責支付之亞航機票費用:

- 「被保險人」因「被保險人」、「被保險人」之「直系家庭成員」 身故或因「嚴重身體受傷或嚴重疾病」而不能成行。
- 2. 「被保險人」須出任審判證人、陪審員或遭強迫性隔離。
- 在出發前十日內,「被保險人」因其「澳門」的主要住所受到水 災或火災嚴重損毀而須續留在該主要住所而不能成行者。
- 若「被保險人」已開始其受保航程,此「取消旅程」保障便不再生效。

適用於第2項 - 取消旅程的不保事項

以下情況不受保障:

- 1. 「被保險人」不法的行為。
- 因暴亂、民眾運動、恐怖行為;因受放射線,流行病、傳染病、 污染、自然災害或因天氣問題(如滑雪旅程中缺乏雪等)而取消 旅程。
- 3. 「已存在之傷病」。
- 4. 懷孕或婦科疾病或有關後遺症引致之損失。
- 政府規定或法令、順延或更改預定行程、或預約旅程的服務提 供者或亞航的失誤(包括錯誤、遺漏或違約)、旅行社、導遊 公司或「亞航公共交通工具」的破產、清盤。
- 6. 「被保險人」不願成行或因經濟問題取消航程。
- 航程提供者的非法行為或刑事訴訟,由法庭傳令「被保險人」 作證人除外。
- 任何引致「取消旅程」之事故,於投保或安排「受保航程」時 已存在或為公眾所知悉。
- 「被保險人」在知悉所保事故發生而導致必須取消航程時,沒 有立即通知旅行社代理、行程負責人、「亞航公共交通工具」 並提出要求退回全部或部份費用。

第3項(a) - 亞洲航空航班延誤

倘若「被保險人」按行程安排乘坐之「亞航公共交通工具」因惡劣天 氣、機械故障、飛機被騎劫或亞航員工發生罷工而延誤超過八小時或 以上,本公司將按每連續八小時之延誤賠償MOP200,而最高賠償為 不超過上述之總金額。

惟須按下列規定:

- 延誤時間的計算乃由「亞航公共交通工具」之原訂開出時間直至 改乘由亞航安排所提供最先可啟程的其他「亞航公共交通工具」 的開出時間為止。假如「被保險人」有連續的接駁航班,則不可 累積計算每段航班之延誤時間,而延誤的主因必須為上述事故。
- 延誤事故並非因「被保險人」未於指定時間內辦理登機手續或抵 達登機閘口而引致。

- 3. 預定之機位在工業行動開始前已獲確定。
- 按本部分保險提出索償時須提交「亞航公共交通工具」發出之正 式證明檔,列述延誤事故發生之日期、時間及延誤持續時間,作 為索償證明。
- 有關之罷工、工業行動或其他情況引致延誤的事故,於投保當日 或安排航程時已存在或為公眾所知悉,本公司將不負責有關的賠 償。
- 「被保險人」因預早安排之「亞航公共交通工具」班次取消而必 須改變行程之情況。

第3項(b) - 接駁航班誤點

倘若受保航機延遲抵達交接點,引致接駁航班誤時,而於原訂開出時間6小時內未有替補航機接載,本公司將按每連續六小時之延誤賠償MOP750,而最高賠償為MOP1,500詳述於保障利益表。

本公司將賠償被保險人於受保航程因以下所述事故之延誤:

- 1. 啟程或到達目的地受惡劣天氣影響。
- 2. 受保航機遇上意外。
- 3. 受保航機機械故障。

適用於第3項 (b) -接駁航班誤點的不保事項

本公司將不會直接或間接因以下事故誤點作出賠償:

- 1. 被保險人的任何非法或不合法的蓄意行為。
- 被保險人違反政府規例,或未能採取合理防備措施,避免於本 保險單內引起的索償,此等皆由於已發出警告的蓄意罷工,暴 亂或內戰或由一般傳播媒體引發。
- 3. 被保險人不依據旅程表登機時間前辦理登機手續。
- 4. 於安排航機或本保險當日,罷工或工業行動已經存在。
- 5. 任何由政府或出入境處發出的禁示或條例。
- 6. 被保險人不適宜旅行,或違反合格執業醫生的醫囑。
- 7. 被保險人主動取消原訂班機。
- 接駁班機的啟航時間與受保航班抵達目的地時間相差少於3 小時。
- 9. 接駁班機與受保航班並非於同一機場接駁。
- 10. 自然災難包括地震,火山爆發及其後果。

本保險單祗賠償第 3 項(a)亞洲航空航班延誤或第 3 項(b)接駁航班誤點其中一項。

第4項(a) - 個人行李及物品

本部分就「被保險人」在「受保航程」中攜帶之個人行李或「個人物 品」因「意外」、盜竊、爆竊、搶劫、由「亞航公共交通工具」寄運 或托運時不小心處理而有所損失、損壞或毀壞時作出不超過上述所屬 保險計畫列明之最高賠償金額之賠償。

惟須按下述條款規定:

- 所有損失必須於事發或「意外」發生後24小時內向事發地點之警方、「亞航公共交通工具」報告及索取有關報告。
- 「被保險人」須小心看管隨身個人行李及「個人物品」,不任由 個人行李及「個人物品」在公眾地方缺乏看管,在接回個人行李 後立即加以檢查,倘發覺有任何破壞損失或損毀時立刻知會有關 方面及索取有關證明。
- 3. 每項/每對或每套被保物件之最高賠償為 MOP1,000 (攝影機、其鏡 頭及其附件合共視作一套論)。
- 本公司可選擇以現金、更換或修理作為賠償,但最高之賠償不高 於上述最高賠償金額。
- 5. 所有關於破損索償之申請,索償人須自費提供受損之物品予本公司為物證以作檢查。

以下指定物品只受保因偷竊而致的損失,並必須由「被保險人」隨身 攜帶:所有首飾,含有全部或部分銀、金或白金成份及以珍貴物料所 做的物件,寶石,珍珠,手錶,由毛皮裝點或主要由毛皮製成的對象, 可攜式攝影器材,電影器材,電腦,電話設備,存錄聲音或圖片之設 備及配件。

高爾夫球用品之額外保障:

本公司將賠償與「被保險人」同一航班寄運及屬於「被保險人」之高 爾夫球用品因被偷竊或由亞航引致損失或損毀,但以下情況不受保障: a)高爾夫球之損失或損毀;

- b) 因「被保險人」故意或疏忽行為而引致的損失或損毀;
- c)因海關或其他官員沒收或扣留而引致的損失或損毀。

適用於第4項(a) -個人行李及物品的不保事項

以下情況不受保障:

- 1. 每宗索償的首MOP100。
- 貨物或貨辦、食物、動物、汽車(包括配件)、電單車、單車、船隻、 發動機、任何其他交通工具、傢俱、古董、鑰匙,樂器,藝術品, 收藏品、眼鏡、隱形眼鏡、助聽器、義肢、假牙或者牙齒橋、金錢 (包括支票/旅遊支票等)、電子貨幣(包括信用卡或八達通的信用值 等)、證券、票或文件。
- 滑雪用品、風帆滑水板、高爾夫球杆、網球拍和其他運動器材(寄 倉行李除外)。
- 正常之磨損、消耗、蟲蛀、寄生蟲、固有毛病、或因「被保險人」 自行維修、清潔、更改而導致的損失。
- 5. 租借物品之遺失或損毀;直接或間接因暴動、反叛、革命、內戰、 篡權、「恐怖活動」或政府意圖防止此等動亂所引起的損失;基於 海關條例而遭破壞或檢疫;政府充公之違禁品或非法攜帶或交易的 物品。
- 受保於其他保險,或將會獲得公共交通工具機構,酒店及其它服務 供應商的退款。
- 7. 已獲第三者或機構提供維修服務,使操作回復正常的物品。
- 在公眾場所沒有「被保險人」的看管下,或因「被保險人」疏忽保 管其財物而導致行李及「個人物品」的遺失。
- 9. 存錄於磁帶、記憶儲存咭、磁片或其他的資料遺失。
- 10. 易碎物品的破裂或損毀。
- 11. 任何神秘失蹤之損失。

第4項(b) - 個人行李延誤

本公司將賠償與被保險人按每6個小時MOP500,如攜帶之個人行李因 亞洲航空引致的延誤,誤送或誤處理,計算時間由受保航班抵達目的 地起直至受保險人接收行李時,最高賠償額為MOP1,000如述於保障利 益表。

適用於第4項 (b) - 個人行李延誤的不保事項 本公司不會賠付有關以下索償:

- 1. 延誤的行李沒有即時向亞洲航空申報。
- 2. 被海關入境處或有關機構沒收或拘押。
- 3. 行李延誤於返回澳門航程發生。
- 被保險人未能向亞洲航空或其辦理的代理人索取行李延誤的 書面證明確實日期及時間。

本保險單祗賠償任何一次飛航期間行李延誤而及後發覺行李損壞或 遺失。

本保險單不會於同一次飛航期間賠償行李損失第4項(a)及行李延誤第 4項(b)。

不受保專案 — 適用於各保障專案

本公司不承保因下列任何直接或間接原因引致的損失:

- 1. 「已存在之傷病」。
- 由於 HIV(人類免疫力缺乏症病毒)及/或與 HIV 有關的任何「疾病」,包括愛滋病(獲得性免疫缺損綜合征)及/或其任何突變衍 化物或變種。
- 3. 遭遇謀殺、绑架或勒索。

- 騷亂或罷工、戰爭(不論已宣戰與否)、「恐怖活動」侵略、外 敵行動、內戰、革命、內亂、為軍隊、警隊或執法機關執勤。
- 5. 「被保險人」自願招惹不必要之危險(為企圖拯救別人之生命 則除外)、因「被保險人」的挑釁或故意行為而導致的打鬥、 被襲擊、自殺、企圖自殺或自傷、神經失常、墮胎、流產、 懷孕生育、性病、服用酒精或藥物而非由註冊「醫生」處方 者、非因「意外」「身體受傷」而須進行之牙齒護理治療。
- 核裂變、核聚變或放射性污染。
- 7. 從事專業性質的運動或比賽,或可使「被保險人」從而獲得 收入或酬勞之運動。競賽(跑步除外)、任何形式之策騎或駕 駛競賽、騎電單車、狩獵、攀山(輔以繩索、岩釘或需嚮導 帶領的)、空中漫遊、滑翔及跳降傘。
- 在海拔五千米高度以上進行高山遠足,或在三十米水深以下 進行水肺潛水。
- 參與任何空中飛行活動(以旅客身份乘搭由航空公司或註冊 商業公司擁有和控制的註冊航班機除外)。
- 10. 間接或相生性引致之損失。
- 11. 任何非法行為或遭海關或有關當局充公、扣留或破壞。
- 12. 演藝表演或電影及電視製作。
- 13. 從事任何體力勞動或與操作機器有關之工作。
- 14. 大殺傷力核子及生化武器的應用。
- 15. 已從其他方面獲得的賠償,但第1項 人身意外及第3項 亞洲航空航班延誤則除外。
- 16. 任何直接或間接由傳染病及流行病症引致的損失。

釋義

本保單內所有有關詞語之單數字詞將包含眾數意義而相反亦然;另含 陽性的字詞將包含陰性及中性;除非內文另有注明,下列詞語將以下 列定義闡釋。

- 「意外」指因暴力、外在及可見因素引致而完全非所能控制之事故。
- 「同行嬰兒」是指與受保人於受保航程中同行的嬰兒及其名字 列於亞航機票之保險證內。
- 「亞航公共交通工具」是指任何以機械推動及由亞航營運的空中 交通工具。
- 「身體受傷」乃指純因上述定義之「意外」,而非涉及其他原因所引致之傷亡。
- 5. 「保險證」指本保單的附頁並構成本保單一部分。
- 「生效日期」是指1)「保險證」簽發日或2)取消旅程生效日期, 以較遲者為准。
- 「直系家庭成員」指「被保險人」之合法配偶、子女(親生或領 養)、兄弟姊妹、配偶之兄弟姊妹、父母、配偶之父母、祖父母、 孫子女、法定監護人、繼父母或繼子女。
- 「受保航程」是指「被保險人」在保險開始日於澳門入境事務 處櫃枱登記離境開始受保航程起,直至「被保險人」到達目的地 之入境事務處櫃枱登記入境為止。
- 「被保險人」指「受保日期」開始生效時年齡為九天至七十五 歲之亞航客戶,而其名字顯示在投保書及本公司簽發的「保險證」 上。
- 10. 「法定受益人」指在沒有簽立有效遺囑的情況下,法律規定的 繼承人,或在留有有效遺囑的情況下,遺囑指定的受益人。惟在 任何情況下,身故賠償的賠款將交予代表受益人並獲頒承辦書的 遺產管理人或遺屬執行人。
- 「喪失」或「喪失功能」是指永久完全失去功能或手腕或足踝 以上之部位完全分離;若套用於眼睛,是指其視力完全失去及無 法恢復。
- 12. 「雙目失明」指雙目完全及不能恢復及不能醫治之失明。
- 13. 「一目失明」指單目完全及不能恢復及不能醫治之失明。
- **14.** 「喪失一肢」指完全分離或全部及永久喪失一手或手腕以上或 喪失一腳或腳眼以上的功用。

- 15. 「喪失雙肢」指完全分離或全部及永久喪失兩手或兩腳或喪失 一手或手腕以上及喪失一腳或腳眼以上的功用。
- 16. 「最高賠償額」是指列於本保單的保障權益表內每項受保障的 最高賠償額。
- 17. 「醫生」指在其執業的地區已獲授權、發牌或合法註冊登記從 事內/外科診療人士,但「被保險人」或「被保險人」的「直系 家庭成員」除外。
- 18. 「受保日期」是於「保險證」上所列明之「受保航程」的保險 開始日至保險到期日的期間,但第2項「取消旅程」保障除外, 其受保日期是由生效日期直至航程的開始/出發日期。
- 19. 「永久完全傷殘」指因發生「意外」而令「被保險人」不能從 事其正常工作,而該情況自「意外」發生日後持續至少一年以上, 經本公司認可之「醫生」檢定證明該情況將永久完全令「被保險 人」失去任何工作謀生能力,且並無康復希望。
- 「個人物品」指屬於「被保險人」在「受保航程」期間,屬於 其個人之行李、衣服及個人物品,包括穿戴或存放於行李箱內。
- 21. 「已存在之傷病」指任何在投保或安排「受保航程」時已出現 病徵或徵兆之「疾病」、症狀或身體受傷狀況,而「被保險人」、 「直系家庭成員」當時已知悉或應已知悉者。
- 22. 「嚴重身體受傷或嚴重疾病」當應用於「被保險人」指「被保險人」需接受「醫生」治理並證實身體狀況有生命危險和不適合 旅遊或繼續航程。當應用於「被保險人」之「直系家庭成員」時 指「被保險人」之「直系家庭成員」因受傷或「疾病」並經「醫 生」證實其身體狀況有生命危險,以致「被保險人」必須終止或 取消其「受保航程」。
- 23. 「恐怖活動」指任何人士,不論是個人行動或代表或與任何組織或政府有聯繫,為政治、宗教、意識形態等的目的包括意圖影響政府和/或引起公眾恐慌所作出的暴力行為或其威脅。
- 24. 「戰爭」是指戰爭(不論有否宣戰),或任何類似戰爭的行為, 包括任何國家利用軍事力量達到經濟、地理、民族、政治、種族、 宗教或其他目的。

一般保險條文 - 適合於各保障項目

1. 約因

「被保險人」及有關索償人須適當遵守及履行本保單之章則 條款,豁免條款及附加批文,且所提交之各項申請表及聲明 內所述之說明及資料均屬真實,本公司方能按本保單承擔賠 償之責任。

2. 保單有效性

本保險只於消閒或商務的旅程時有效。商務旅程中的活動只限行政性質及非體力勞動工作。

在此保險生效時,「被保險人」身體狀況必須適合旅遊及未 意識到任何可引致取消或擾亂受保旅程的狀況,否則會喪失索 償的權利。

3. 修改及續保

此保單簽發後,所有保障資料(包括「被保險人」、保險開始 日、保險到期日及目的地)已是確實及不能更改。 此保險不能續保或延長,但若亞航單程航班延誤,本公司會 免費延長「受保日期」最多3日。

4. 司法管轄權及法律管制

本保單在所有方面均受「澳門」法律管轄,並按「澳門」法 律釋義。對於本保單有關的任何事項所產生的爭議、索償或 法律訴訟,澳門法院將具有唯一和獨有的司法管轄權。澳門 是指澳門特別行政區。

5. 重複申請

a) 「被保險人」不得為同一航程投保超過一份由本公司承保的旅遊險保單。若「被保險人」受保多於一份由本公司緒發的同類保單,保障將以最高賠償額的保單賠付。
如各保單的保障額相同,本公司只接受「被保險人」受最先發出之保單所保障。本公司將向「被保險人」或「保

單持有人」發還重複支付的保費,而重複保險項下的該 名「被保險人」的保障則由起保日開始作廢。

) 「被保險人」如經「亞洲航空」或其附屬公司投保多於 一份同類保險,保障將以最高賠償額的保單賠付。倘若 各保單的保障額相同時,本公司只接受「被保險人」 受最先發出之保單所保障。

6. 代位權

「被保險人」須同意,本公司可就任何本保險提供之賠償專 案,以「被保險人」之名義向任何有關之第三者提出訴訟追 討賠償,訴訟費用由本公司負責,而所得回之款項亦歸本公 司所有。

7. 合理預防措施

「被保險人」須以謹慎的態度,保護自已免受意外、受傷、

8. 錯誤陳述欺詐行為

倘任何索償出現欺詐成分或蓄意誇大事實或提出索償或申請 保險時有任何虛假聲明或陳述,則本保單將作廢除,而所有 索償均不會獲得賠償。

9. 其他保險

如「被保險人」提出索償時有其他保單保障同類項目,本公司只負責按比例作出賠償(第一項「人身意外險」保障除外)。

10. 保費

「保險證」一經簽發,保費將不獲退還。

11. 索償通知

任何索償須於航程完結後三十日內知會本公司,否則本公司將不負責其任何責任及損失。

12. 索償證明

索償需提交索償通知及舉證檔或其他本保單部分項下(如適 用)的舉證檔或本公司指定或提出合理要求的其他檔及/或資 料,任何有關舉證文件之費用由索償者或「被保險人」負責。 索償人或「被保險人」雖未能在限期內提交舉證檔,但能解 釋上述限期內提交舉證檔不是合理地可行,並已在合理可行 的情況下,儘快提交舉證文件,有關之索償將不會失效,但 無論如何不得超過在本公司提出要求後180日內提交。 舉證檔包括但不限於:

- (a). 如屬「人身意外險」:則須提交「醫生」報告,闡述 急病或受傷之性質、程度及傷殘期間有關之警方報 告,如引致死亡,則須連同死亡證副本及驗屍報告及 遺產承辦書。
- (b). 如屬「取消航程」:則須提交所有索償有關之帳單、 收據、票據、代用券、合約或協議書,若涉及醫療服務,更須提交「醫生」報告,闡明接受治療之傷病、 按「醫生」意見下取消航程之建議書、傷殘正式開始 之日期及治療過程包括所使用之藥物及服務之撮要。
- (c). 如屬「個人行李」、「個人物品」:則須提交所有資料包括列明損失或損壞之物品之購買日期、價格、型號、物品種類之單據;如該損失或損壞於附運途中發生,則須向「亞航公共交通工具」報告並索取該公司的正式書面收條或證明;如該損失或損壞於其他情況下發生,則須即時提交知會警方之證明報告。在事件發生後24小時內必須向上述有關當局報告。
- (d). 如屬「行程延誤」:則須提交「亞航公共交通工具」 簽發之正式檔,說明延誤之原因、日期及時間。

13. 支付賠償

- (a). 本保單的所有賠款將支付予「被保險人」。「被保險人」可于達成本保險合約時指定受益人。倘無指定受益人,身故賠償將支付予「被保險人」的「法定受益人」。
- (b). 「被保險人」或指定受益人或「法定受益人」就收訖 任何賠償後簽訂的收據,均被視為本公司完全履行及 最終解除所有本公司的責任。

(c). 在本保單內的保費及賠償金額均以澳門幣計算,支付 賠償亦將根據損失當日之兌換率計算。

(d). 按本保單支付的賠償均不帶利息。

14. 私隱條例

在此聲明本公司所負責任的先決條件為受保人同意本公司保 留、使用或透露本公司所收集或保留任何有關受保人的個人 資料,給有關人士/機構或任何被選定的機構(在澳門或海外 的),用作處理本產品及其他財務產品及服務有關的申請及提 供其銷後的服務,直接促銷及資料核對等用途,及因此等用 途與受保人聯絡。受保人有權向本公司查閱及申請改正所有 與受保人有關的個人資料。有關的申請可來函致澳門,南灣, 大馬路,762號,中華廣場,10樓,C-D室本公司的個人資料管 理員辦理。

(此中文譯本乃供參考之用,如中文譯本與英文有異,一概以 英文為準。

亞洲航空準時保證引伸保障(澳門)

茲因被保險人以投保書及聲明書作為本合約的基礎,向亞洲保險有限公司(本公司)申請本文件所載的保險,並已繳付保險費。

現本保險單茲規定,倘若在保險期內,規定受本保險單及批單,不保事 項及條文(以下統稱為保險單條款)之限制,發生以下所描述的發生事故, 本公司將向被保險人作出賠償。

惟須按下列規定

被保險人須遵守和履行本保險單和批單中的條款,及有關應做,或必須 遵從之事項,作為本公司支付此保險單責任先決條件。

發生事故

指純因亞洲航空定期班機延誤超過兩小時。

賠償額

亞洲航空機票之實際費用但不超過MOP400以每被保險人計。

保險期

本保障開始生效由被保險人於定期航班出發日,並在離境機場內,開始旅程,而根據本保險單內一般保險條文訂明而終結。

釋義

被保險人 -	指亞洲航空公司顧客,並已購亞航遊保障單程計
	劃,及簽發該班航機的保險證。
延誤 -	指被保險人已訂的定期航機,而延誤純因亞洲航空公司航
班延誤。	
航空公司 -	指亞洲航空公司。
定期航班 -	指由亞洲航空定期的商業航班,亦即亞洲航空經營
	需持有的有效許可證,或相似由有關授權國家簽發
	的預定空中運輸和著陸權,並依據於經營國家的有
	關當局授權,維護並且頒發的航行表及關稅於指定
	機場為乘客服務。此外,定期 航班將遵照ABC World
	Airways指南。另外,離境時間、轉機和終點目的地
	點參照受保險人的定期航班機票。
遊程時間 -	是指
	(i) 於受保險人的旅程表列明的出發時間;

(i) 於受保險人的旅程表列明的出發時間;
(ii) 由亞洲航空至少於原訂旅程表的出發時間24
小時前,知會受保險人的最新出發時間。

合格執業醫生 - 是指穫得西方醫學資格人士及法律認可並授權行醫及 做手術。

不保事項

- 本公司不會直接或間接因下事故引致作出賠償:
- 1) 被保險人的任何非法或不合法的蓄意行為。
- 被保險人違反政府規例,或未能採取合理防備措施,避免於本保 險單內引起

的索償,此等皆由於已發出警告的蓄意罷工,暴亂或內戰或由一般傳播媒體引發。

- 3) 被保險人不依據旅程表辦理登機前登記手續。
- 4) 於安排飛行當日,罷工或工業行動已經存在。
- 5) 任何由政府發出的禁示或條例。
- 6) 被保險人不適宜旅行,或違反合格執業醫生的醫屬。
- 7) 亞洲航空在不能控制情況下的延誤,如惡劣天氣,空中交通管制, 機場關閉,罷工及上帝的行為。

一般保險條文

- a) 本引伸保障之利益只向已購買亞航旅遊保險的乘客及已繳保險費 提供。
- b) 本公司須得到索償的滿意證明,方作出提及的利益賠償。

<u>通訊</u>

任何由受保險人,或其法律代表者,或亞洲航空,於本保險單下發出的通告或通訊必須送達本公司的總辦事處。

<u> 適宜旅遊</u>

在出發旅遊時,受保險人必要健康及適宜旅遊,及不知悉任何情況會引 致航班取消或阻礙,否則任何索償不會付賠。

<u>貨幣</u>

所有貨幣皆已澳門元為單位。

<u>取消</u>

此引伸保障 – 經簽發將不能取消或退款。

遵守本保險單條款

不履行本保險單內的條款,將導致索償失效。

<u>家償通知及手續</u>

- a) 受保險人如發生事情而會引致索償必須:
 - (i) 盡促以書面通知本公司,但必須於會引致索償事情發生後 30天內填寫由本公司提交的索償書。
 - (ii) 由受保險人自費,以書面提交本公司有關任何證據,證明 包括但不限於資料、詳情、賬目,正本收據,發票、受保 險人的陳述,報告及任何其他文件是本公司需要及指定格 式。
 - (iii) 於合理時間內給予本公司查閱有關文物,並協助本公司與 索償或損失 有關的一切事情,違反此條款將對索償有損 害。
- b) 須提交本公司對索償有關的以下資料及文件:

(i) 有關航班機票費用的記錄或受保險人以信用卡支付機票費 用的票據。

證明損失文件

本公司於收到索償通知,將給予索償書與受保險人,以茲證明損失。此 索償書必須由受保險人,於收到索償書後十五天內,提供詳細資料,交 回本公司,亞洲航空將知會本公司有關延誤,事件經過及損失程度。

仲裁

- (a) 本公司和亞洲航空於本保險單的正確性,責任,權利的分歧及異議,須於澳門作出仲裁及根據澳門法例裁決。
- (b) 本仲裁只須一個仲裁員,由雙方於十四天內同意下,才進行仲裁。 如仲裁失敗,則須交由澳門仲裁中心依據澳門仲裁條例(如有)或最 新修訂處理。

完整合約

本保單,承保表,批單,保險證書,投保申請書,聲明及有關說明,須 視為同一完整合約一併閱讀。任何具有特定含義的字彙或詞語如有指定 含義,則所有該等字彙或詞語均附有指定含義。如有任何抵觸,一概以 承保表內的條款,條文和規定為準。申請人作出有關保障說明,如不包 括在本引伸保障內,則本保障無效,及不會用作法律訴訟。倘若沒有本 公司執行官批准或同意,代理人是無效。

<u>利息</u>

本公司作出的賠償均不帶利息。

管治法律

本保險單受澳門獨有的司法管轄權規限,並按照澳門法律詮釋。

合約(第三者權力)

任何人仕非為本保險單合約當事人,將沒有依據合約(第三者權力)規例下的權力,及日後修改而生效的條文,為免任何疑慮,合約(第三者權力) 條例明確地不能引用於本保險單。

(此中文譯本乃供參考之用,如中文譯本與英文有異,一概以英文本為準。)