

The Policyholder and FWD General Insurance Company Limited (富衛保險有限公司) agree that:

This policy document, the Insurance Certificate and any endorsement to this Policy shall be read together as one contract.

The application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein.

This Policy comes into force on the condition that the Policyholder has paid the premium specified in the Insurance Certificate in full and the application has been approved by the Company.

The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy.

The due observance of the terms, conditions, exclusions and endorsements of this Policy relating to anything to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

1. DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy, the Insurance Certificate or any subsequent endorsements attached to this Policy:

- 1.1 **Accident** means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
- 1.2 **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.3 **Bodily Injury** means any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) results in death within 12 calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
- 1.4 **Company** means FWD General Insurance Company Limited.
- 1.5 **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
- 1.6 **Insured Person** means the person or persons who hold a valid Hong Kong Identity Card described as "Insured Person" in the Insurance Certificate and for whom insurance under this Policy has been arranged.
- 1.7 **Journey** means the period of travel which commences when the Insured Person completes the immigration departure clearance procedure at the Usual Country of Residence on or after the departure date specified in the Insurance Certificate for the purpose of commencing such journey and ends (a) on the last day specified in the Insurance Certificate or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to the Usual Country of Residence after such journey, whichever is earlier.
- 1.8 **Period of Insurance** means the period of time specified in the Insurance Certificate during which this Policy is effective.
- 1.9 **Policy** means and refers to the entire policy contract among the Policyholder, the Insured Person and the Company including this policy document, application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person or his authorized representatives, the Schedule of Benefits, Insurance Certificate issued hereunder and any endorsements thereto.
- 1.10 **Policyholder** means the "certificate holder" stated in the Insurance Certificate and for which the required premium under this Policy has been paid.
- 1.11 **Public Air Conveyance** means all common public air transport carriers operated by a recognized airline which are mechanically propelled and are licensed to carry fare-paying passengers by the relevant authorities but exclude (i) contractor, chartered or private carriers and (ii) any carriers which are operated primarily for sight-seeing service and amusement of the passengers.
- 1.12 **Usual Country of Residence** means the place from which the Journey of an Insured Person commences, and outside of which country this Policy is effective. Usual Country of Residence will be deemed to be Hong Kong unless otherwise specifically endorsed in the Insurance Certificate by the Company.

2. TABLE OF BENEFITS

Subject to any other limits as stated in this Policy and the Insurance Certificate, the maximum liability in respect of each of the Insured Persons is shown under the Table of Benefits below:

Benefit	Maximum Limit (HK Dollars) Per Insured Person for all FlightCare policies issued by the Company
Personal Accident Benefit - Accidental Death	500,000

3. TERMS AND CONDITIONS

- 3.1 This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.
- 3.2 If the Company declines any claim under this Policy and the Policyholder does not initiate any legal action in respect of such claim within twelve months from the date of such decline, then the claim shall for all purposes be deemed to have been irrevocably abandoned and shall not thereafter be recoverable.
- 3.3 Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- 3.4 Headings are for convenience only and shall not affect the interpretation of this Policy.
- 3.5 **GENERAL EXCLUSIONS.** Unless specifically provided otherwise, this Policy does not cover losses arising out of :
- 3.5.1 War, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- 3.5.2 Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- This exclusion does not apply to loss, damage, cost or expenses directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind, which is in turn caused by Act of Terrorism.
- 3.5.3 Suicide, attempted suicide or intentional self-inflicted bodily injuries, insanity, abortion, miscarriage, assigned complications, pregnancy, child-birth, venereal diseases, the use of alcohol or drugs other than those prescribed by a Medical Practitioner, dental treatment unless resulting from accidental bodily injury to sound and natural teeth.
- 3.5.4 Any activity or involvement of the Insured Person in the air unless such Insured Person is at the relevant time travelling as a fare paying passenger on Public Air Conveyance.
- 3.5.5 The Insured Person being a crew member or an operator of any air carrier; accident whilst engaging in any kind of manual labour work; engaging in offshore activities including commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, tour guide or tour escort; or armed force services.
- 3.5.6 Losses which are indirect and consequential in nature except herein provided.
- 3.5.7 Sanction Exclusion
Notwithstanding anything to the contrary in this Policy the following shall apply:
If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured Person is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, The People's Republic of China or Hong Kong, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured Person, to the extent that it would be in breach of such law or regulation.
- 3.5.8 COVID-19/Pandemic Exclusion
(applicable to policy commencement date on/after 1 January 2021)
Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived :
- Coronavirus (COVID-19) including any mutation or variation thereof; or
 - Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.
- 3.6 This Policy is non-cancelable by the Company or by the Policyholder except that the Company may cancel this Policy in the circumstances of non-receipt of the premium by the Company. No refund of premium will be made once insurance certificate has been issued and coverage becomes operative.
- 3.7 Extension of cover can be granted subject to the discretion of the Company once a Period of Insurance has commenced; however, the insurance cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed in the course of this scheduled itinerary as stipulated prior to departure.
- 3.8 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.
- 3.9 There is no direct billing provided under this Policy except as arranged and through approved by the Company.
- 3.10 The age limit for persons(s) insured under this Policy shall be from a minimum age of 6 weeks up to a maximum age of 85 years. All children under the age of 18 years must be accompanied by an adult who is also insured under the same Policy. No benefit will be provided once the Insured Person reaches the age of 86.
- 3.11 The maximum Period of Insurance for this Policy shall be 30 consecutive calendar days, which may be extended in accordance with Section 3.7.
- 3.12 Failure by the Insured Person to comply with the Claims Procedure or investigation may result in denial of the claim; if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim shall be payable.
- 3.13 This Policy shall be subject to the Limits of Liability as stated on the Insurance Certificate.
- 3.14 **WARRANTY.** The Insured Person warrants that to the best of his knowledge and belief no Insured Person is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment and that he understands that treatment of any pre-existing, existing, recurring or congenital medical conditions are not covered.
- 3.15 The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are the Policyholder and the Company (or their authorised representatives).

4. PERSONAL ACCIDENT BENEFIT

- 4.1 The Company will pay the Personal Accident benefit amount stated in the Insurance Certificate up to the maximum limit stated in the Table of Benefits in the event that an Accident occurred while the Insured Person is riding during the Journey as a fare-paying passenger in or on any Public Air Conveyance which causes Bodily Injury of the Insured Person and results in the Insured Person's death within 12 months from the date of the Accident.
- 4.2 The maximum amount payable for any and all events arising under this Section 4 shall not exceed the maximum limits for each Insured Person as stated in the Table of Benefits.
- 4.3 In the event of the death of an Insured Person giving rise to a claim under this Section 4 the beneficiary to whom this Personal Accident benefit is payable shall be that person's estate if there is no next of kin unless a selected beneficiary has been stated on the Insurance Certificate at the time of issue.

For the purpose of this Section 4, if the body of the Insured Person has not been found within three months after the date of the disappearance, sinking or wrecking of the aircraft during the Journey, it will be presumed that the Insured Person suffered an accidental death at the time of such disappearance, sinking or wrecking.

5. CLAIMS PROCEDURE

- 5.1 Notice of any claim must be given to the Company within thirty-one days of the expiry of this Policy. All claims shall be made together with proof satisfactory to the Company and all proof shall be rendered on demand at the expense of the Insured Person or his representative.
- 5.2 All claims must be submitted with comprehensive supporting information including:
 - 5.2.1 Hospital, Medical Practitioner's reports giving details on the nature of death; police reports where relevant and a copy of the death certificate and the relevant coroner's report. AND
 - 5.2.2 Additional document relevant to the claim may be required upon the Company's request, including but not limited to name record of travel itinerary, air ticket or boarding pass of the insured.