

TravelCare Insurance Policy



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 **Chinese Medicine Practitioner** means a Chinese medicine practitioner who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong, but excluding the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person.
- 1.5 **Close Business Partner** means a business associate that has a share in the Insured Person's business.
- 1.6 **Company** means FWD General Insurance Company Limited.
- 1.7 **Compulsory Quarantine** means a compulsory quarantine in a Hospital or at a specific place required by the local government.
- 1.8 **Confinement** or **Confined** means being confined in a Hospital as an in-patient for medical treatment for a minimum continuous period of 24 hours upon the recommendation of a Medical Practitioner for stay in the Hospital prior to his discharge.
- 1.9 **Eligible Expenses** in respect of medical expenses means those expenses necessitated by a Bodily Injury or a Sickness covered by this Policy and incurred on the recommendation of a Medical Practitioner but shall not exceed normal and customary charges for the same. The Eligible Expenses shall not in any event exceed the actual charges incurred.
- 1.10 **Home Contents** means all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family members.
- 1.11 **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
- 1.12 **Hospital** means an establishment duly constituted and registered under the laws of the territory in which the establishment is situated as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which has all of the following:
 - (a) facilities for diagnostic procedures and surgery;
 - (b) 24 hours nursing services by registered nurses; and
 - (c) supervision of a Medical Practitioner,and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
- 1.13 **Immediate Family Members** means an Insured Person's legal spouse, children (natural or adopted), brothers or sisters, parents, parents-in-law, grandparents, grandchildren, legal guardian, stepparents or stepchildren.

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24-hour Emergency Worldwide Assistance Service 24小時緊急全球支援服務	FWD General Insurance Company Limited 富衛保險有限公司
HOTLINE 香港熱線： (852) 3122 – 2900 (Hong Kong)	Certificate No. 證書號碼 _____
	Insured Person 受保人 _____

- 1.14 **Infectious Disease** means any kind of infectious disease for which a pandemic alert is issued by the World Health Organisation and Compulsory Quarantine is enforced.
- 1.15 **Insured Person** means the person or persons described as “Insured Person” in the Insurance Certificate and for whom insurance under this Policy has been arranged.
- 1.16 **Journey** means the period of travel 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.
- 1.17 **Loss of Hearing** means the total and irrecoverable loss of hearing for all sounds of both ears where,
 If a db – Hearing loss at 500 Hertz
 If b db – Hearing loss at 1,000 Hertz
 If c db – Hearing loss at 2,000 Hertz
 If d db – Hearing loss at 4,000 Hertz
 1/6 of (a+b+c+d) is above 80db.
- 1.18 **Loss of Limb** means permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 1.19 **Loss of Sight** means the entire, permanent and irrecoverable loss of sight.
- 1.20 **Loss of Speech** means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- 1.21 **Medical Practitioner** means only a medical practitioner who is duly qualified by a degree in western medicine and duly licensed or legally authorized in the geographical area of his practice to render medical and/or surgical service as a practitioner of western medicine, but excluding the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person.
- 1.22 **Period of Insurance** means the period of time specified in the Insurance Certificate during which this Policy is effective.
- 1.23 **Permanent Total Disablement** means total disablement caused by an Accident that prevents the Insured Person from attending to his normal occupation for a minimum of 52 consecutive weeks certified at the end of such period of time by a Medical Practitioner acceptable to the Company to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
- 1.24 **Personal Effects** means articles of personal possession normally worn or carried belonging to the Insured Person or the Insured Person’s family members.
- 1.25 **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.
- 1.26 **Policyholder** means the “certificate holder” stated in the Insurance Certificate and for which the required premium under this Policy has been paid.
- 1.27 **Pre-Existing Condition** means any sickness, disease or physical condition which existed before the commencement of the Journey in respect of the Insured Person, which presented signs or symptoms of which the Insured Person and/or the Policyholder were aware or should reasonably have been aware.
- 1.28 **Prescribed Medicines** means any medicine or drug for which a Medical Practitioner’s prescription has been issued and has been dispensed in a Medical Practitioner’s surgery or by a licensed pharmacist in respect of treatment covered under this Policy.
- 1.29 **Principal Home** means the building located in Hong Kong occupied as a private dwelling by the Insured Person as his only permanent residence.
- 1.30 **Public Conveyance** means all common public transport carriers which are mechanically propelled and are licensed to carry fare-paying passengers by the relevant authorities but exclude a contractor, chartered or private carriers, and any other carriers which are operated primarily for sight-seeing service and amusement of the passenger.
- 1.31 **Serious Bodily Injury or Sickness** means Bodily Injury or Sickness which requires treatment by a Medical Practitioner and which results in the Insured Person being certified by such 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 means 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 original journey.
- 1.32 **Sickness** means a physical condition marked by a pathological deviation from the normal healthy state of human being.
- 1.33 **Travel Alert** means an alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: “Amber Alert”, “Red Alert” and “Black Alert”. Definition of the “Travel Alert” may be changed by the Company from time to time based on changes to the OTA System communicated by the Government of Hong Kong.
- 1.34 **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.
- 1.35 **Worldwide Emergency Assistance Services** means medical assistance or related services arranged by International SOS Assistance (HK) Limited’s Assistance Center.

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<p>Services Included 服務包括</p> <ul style="list-style-type: none"> • Emergency Evacuation 緊急運送 • Repatriation 送返原居地 • Hospital Deposits Guarantee 入院按金保証 • Additional Costs of Travel and Accommodation 額外住宿費用 	<ul style="list-style-type: none"> • Family Member Visit 家屬探望 • Return of Children 送返同行子女 • Burial and Funeral 遺體運返 • Other Assistance 其他援助
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2. TABLE OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any Section, the maximum liability in respect of each of the Insured Persons is shown under the Table of Benefits below:

Section	Summary of Benefits and Sub-Limits	Maximum Limits (HK Dollars) Per Insured Person	
		Plan A	Plan B
1	Medical Expenses Benefit (Sub-limit for Follow Up Treatment up to HK\$ 100,000)	1,000,000	500,000
2	Overseas Hospital or Quarantine Cash Allowance a) Overseas Hospital Cash Allowance (HK\$ 500 per day) b) Compulsory Quarantine Cash Allowance (HK\$ 500 per day)	10,000 10,000	5,000 5,000
3	Worldwide Emergency Assistance Services a) Hospital Admission and Guarantee of Hospital Admission Deposit b) Emergency Medical Evacuation and Repatriation c) Transportation of Mortal Remains d) Compassionate Visit and Hotel Accommodation e) Return of Minor Children f) Convalescence Expenses g) Unexpected Return to Usual Country of Residence h) Additional Cost of Travel and Accommodation	40,000 Actual Cost 40,000 40,000 40,000 40,000 40,000 40,000	40,000 Actual Cost 15,000 15,000 15,000 15,000 15,000 15,000
4	Personal Accident Benefit a) Accidental Death & Permanent Total Disablement b) Major Burns c) Credit Card Protection	1,200,000 200,000 30,000	600,000 100,000 15,000
5	Baggage Benefit (Sub-limit HK\$ 3,000 per item)	20,000	3,000
6	Baggage Delay Benefit	1,500	500
7	Personal Money Benefit	3,000	2,000
8	Loss of Travel Documents Benefit (Sub-limit for Travel and Accommodation Expenses per day)	20,000 2,000	5,000 1,000
9	Travel Delay Benefit a) Cash Allowance (HK\$ 300 for each and every full 6 hours delay) OR b) Additional Travel Cost for re-routing	2,500 10,000	600 2,500
10	Cancellation Charges Benefit	30,000	5,000
11	Curtailement of Trip Benefit	30,000	5,000
12	Loss of Home Contents Benefit	30,000	10,000
13	Personal Liability Benefit	3,000,000	1,500,000
14	Rental Vehicle Excess Benefit	5,000	3,000
15	Golfers "Hole-In-One" Benefit	3,000	1,000

3. TERMS AND CONDITIONS APPLYING TO ALL SECTIONS (unless otherwise specified)

- 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 Act of Terrorism except for Sections 1 – Medical Expenses Benefit, 2 - Overseas Hospital or Quarantine Cash Allowance, 3- Worldwide Emergency Assistance Services, 4 – Personal Accident Benefit, 9 – Travel Delay Benefit, 10 – Cancellation Charges Benefit and 11 – Curtailement of Trip Benefit.
- 3.5.3 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 with respect to benefits under Sections 1 – Medical Expenses Benefit, 2 - Overseas Hospital or Quarantine

- Cash Allowance, 3 – Worldwide Emergency Assistance Services, 4 – Personal Accident Benefit, 9 – Travel Delay Benefit, 10 – Cancellation Charges Benefit and 11 – Curtailment of Trip Benefit.
- 3.5.4 Pre-existing Condition, congenital or hereditary conditions.
- 3.5.5 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.
- 3.5.6 Accidents whilst engaging in sports or games in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport or game; racing (other than on foot).
- 3.5.7 Any activity or involvement of the Insured Person in the air unless such Insured Person is at the relevant time (i) travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft operated by a recognised airline, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority.
- 3.5.8 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.
- 3.5.9 Losses which are indirect and consequential in nature except herein provided.
- 3.5.10 Cyber Risks Exclusion
Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy :
- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- 3.5.11 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 or The People's Republic of China/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.
- 3.6 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 Company will pay the Insured Person up to the amount stated in the Table of Benefits. However, there may be times when the total charges used by the Insured Person exceed the total amount payable under this Policy. The Insured Person shall be liable for all such excess cost.
- 3.12 The maximum Period of Insurance for this Policy shall be 180 consecutive calendar days.
- 3.13 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.
- 3.14 This Policy shall be subject to the Limits of Liability for each Section as stated on the Insurance Certificate.
- 3.15 The maximum liability of the Company in respect of all claims shall not exceed its ratable proportion of such claim which but for the existence of this Policy would be covered under any other insurance policies or cover notes. (This does not apply to the Personal Accident Benefit Section of this Policy.)
- 3.16 **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. The Insured Person further warrants that he is not aware of any conditions, cause of circumstance that may necessitate the cancellation or curtailment of the Journey as planned.
- 3.17 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).

POLICY BENEFITS

All benefits payable to the Insured Person (or his legal representative) under this Policy are subject to the maximum limits and sub-limits as stated in the Schedule of Benefits set out in the Insurance Certificate, and subject to all the terms, conditions and exclusions of this Policy.

4. SECTION 1 – MEDICAL EXPENSES BENEFIT

4.1 The Company will reimburse the Eligible Expenses reasonably incurred for medical treatment arising from Bodily Injuries or Sickness contracted or sustained outside the Usual Country of Residence during the Journey as follows:

4.1.1 Hospitalization, surgery, ambulance and paramedic services, diagnostic tests, consultation by Medical Practitioners and Prescribed Medicines;

4.1.2 Eligible Expenses for hospitalization are payable subject to the sub-limit for Room and Board of HK\$3,000 per day. For the purpose of this Section, “Room and Board” means hospital accommodation charges including meals and general nursing services reasonably incurred by the Insured Person who is Confined in a Hospital. A daily reimbursement of all the hospital charges inclusive of Room and Board and professional fees reasonably incurred by the Insured Person as a registered in-patient in a Hospital for medical treatment covered under this Section is limited to HK\$10,000 per day if no detailed breakdown of charges is provided; and

4.1.3 Payment for Eligible Expenses up to HK\$100,000 arising from follow-up medical treatment of the Insured Person within 90 days of his return from the Journey to the Usual Country of Residence. This benefit also covers Eligible Expenses arising from medical treatment of the Insured Person in Hong Kong by Chinese Medicine Practitioner(s) supported by original receipts from such Chinese Medicine Practitioner(s), subject to the daily limit per visit of HK\$200 and a total sub-limit of HK\$3,000 within the sub-limit for Follow Up Treatment of up to HK\$100,000.

PROVIDED THAT all such medical expenses shall be normal, customary and reasonably in nature; be supported by a detailed breakdown of charges, original receipts and medical reports with full diagnosis provided by a Medical Practitioner (or Chinese Medicine Practitioner in the case of clause 4.1.3 above), and with the exception of clause 4.1.3 be incurred outside the Usual Country of Residence.

The maximum benefit payable by the Company under this Section shall not exceed the limit stated in the Table of Benefits.

4.2 The Company shall not be liable for:

4.2.1 any expenses related to additional cost of a single or private room at a Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment;

4.2.2 any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and medical equipment, appliances and accessories;

4.2.3 any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms);

4.2.4 any expenses related to any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatments pertaining to infertility;

4.2.5 any expenses related to treatment or services undertaken without the recommendation of any Medical Practitioner; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of any suspected covered Bodily Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance;

4.2.6 any expenses related to travel taken contrary to the advice of a Medical Practitioner or where the Journey is for the purpose of receiving medical or surgical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.

The liability of the Company under this Policy shall cease one calendar year after the date of when the Bodily Injury or Sickness is contracted or sustained and the Company shall not be responsible for any medical and related expenses incurred after the expiration of such one-year period.

5. SECTION 2 – OVERSEAS HOSPITAL OR QUARANTINE CASH ALLOWANCE BENEFIT

5.1 Overseas Hospital Cash Allowance

The Company will pay a cash allowance of HK\$500 for each complete day (i.e. a continuous period of 24 hours) of the Insured Person’s Confinement during the Journey, subject to the maximum limits stated in the Table of Benefits.

5.2 Compulsory Quarantine Cash Allowance due to Infectious Disease

The Company will pay a cash allowance of HK\$500 for each complete day (i.e. continuous period of 24 hours) of the Compulsory Quarantine imposed on the Insured Person during the Journey or within 7 days of his return to the Usual Country of Residence for reason of being suspected or confirmed to have infected with Infectious Disease, subject to the maximum limit stated in the Table of Benefits.

5.3 The Company shall not be liable:

5.3.1 for any dwelling quarantine;

5.3.2 if the planned destination has been declared as an infected area by the local government and/or the World Health Organisation on or before the commencement date of the Period of Insurance;

5.3.3 if the Confinement or Compulsory Quarantine period is less than a continuous period of 24 hours;

5.3.4 if the Confinement is due to a medical condition which is not covered by this Policy;

5.3.5 if the Confinement is not recommended by any Medical Practitioner or is for routine physical examinations or health check-ups not incidental to the treatment or diagnosis of any suspected covered Bodily Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance.

6. SECTION 3 – WORLDWIDE EMERGENCY ASSISTANCE SERVICES

These Worldwide Emergency Assistance Services are provided by International SOS Assistance (HK) Limited (“Intl.SOS”) to the Insured Person pursuant to the Emergency Assistance Services Agreement (the “Agreement”).

6.1 DEFINITIONS

The following definitions shall apply in this Section:-

6.1.1 “Close Relative” refers to the User’s spouse, father, mother, his/her child(ren), brother(s) or sister(s).

6.1.2 “Limit of Indemnity” refers to the maximum amount of expenses for which the Company shall be responsible

in the provision of a Service to the Insured Person during any one event, subject to the terms and conditions as defined hereunder.

6.1.3 “Pre-Existing Condition” refers to any sickness, disease or physical condition which existed before the commencement of the Journey in respect of the Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.

6.1.4 “Services” refers to the assistance services to be provided by Intl.SOS as set out in clause 6.4 of this Agreement.

6.1.5 “Serious Medical Condition” refers to a condition which in the opinion of Intl.SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person’s immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person’s geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

6.1.6 “Usual Country of Residence” refers to Hong Kong unless it is agreed otherwise by the Company under this Policy.

6.2 GEOGRAPHICAL SCOPE OF SERVICES

6.2.1 The Services provided by Intl.SOS under this Policy are rendered on a worldwide basis. Intl.SOS shall endeavour on a best effort basis to provide the Services by any assistance service and intervention depends upon, and is subject to local and/or international resource availability and must remain within the scope of national and international law and regulations. Intervention may depend on Intl.SOS being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of Intl.SOS.

6.2.2 Intl.SOS shall not be required to provide Services to the Insured Person(s), who in the sole opinion of Intl.SOS are located in areas which represent conditions such as to make such Services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness war risks or political unrest.

6.3 LIMITS OF INDEMNITY

The Company shall pay for the expenses for the provision of service up to the Limit of Indemnity stated in the Table of Benefits for any one Insured Person during any one event.

6.4 SCOPE OF SERVICES

6.4.1 Intl.SOS shall maintain verified and updated information regarding service providers at all times. Intl.SOS shall review and update regularly its information regarding names, addresses, specialties, office hours and language proficiency. Intl.SOS shall instruct its agents to report newly obtained relevant information promptly upon its receipt, including information about the quality of services provided, new listings and updates of addresses and telephone numbers. In response to inquiries, Insured Person will be provided with the latest updated information on service providers and their services.

6.4.2 Intl.SOS shall provide Insured Person with 24 hours a day, 7 days a week access to Cantonese, Mandarin and English speaking Operations Coordinators via a fully-manned Assistance Centre in Hong Kong.

6.4.3 When immediately available, Intl.SOS shall provide the Services to the Insured Person whilst the Insured Person is on the telephone. In all other cases, Intl.SOS will provide the information by the quickest possible means.

6.4.4 Intl.SOS shall, subject to the terms and conditions as defined hereunder, provide the following Services to any Insured Person calling Intl.SOS when he/she travels outside the Usual Country of Residence for the period of validity of this Policy.

(a) Medical Assistance

(i) Telephone Medical Advice

Intl.SOS will arrange for the provision of medical advice to the Insured Person over the telephone.

(ii) Hospital Admission and Guarantee of Hospital Admission Deposit

If the medical condition of the Insured Person is of such gravity as to require hospitalisation, Intl.SOS will assist such Insured Person in the hospital admission. In case of hospital admission duly approved by Intl. SOS and the Insured Person is without means of payment of the required hospital admission deposit, Intl.SOS will on behalf of the Insured Person guarantee or provide such payment up to HK\$ 40,000. The provision of such guarantee by Intl.SOS is subject to Intl.SOS first securing payment from the Insured Person through the Insured Person’s credit card or from the funds from the Insured Person’s family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Person’s responsibility.

(iii) Delivery of Essential Medicine

Intl.SOS will arrange to deliver to the Insured Person essential medicine, drugs and medical supplies that are necessary for an Insured Person’s care and/or treatment but which are not available at the Insured Person’s location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Intl.SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

(iv) Emergency Medical Evacuation & Repatriation

Intl.SOS will arrange for the air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move the Insured Person when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. Intl.SOS will arrange for the provision of appropriate communications and linguistic capabilities, mobile medical equipment and medical escort crew.

Intl.SOS retains the absolute right to decide whether the Insured Person’s medical condition is sufficiently serious to warrant Emergency Medical Evacuation. Intl.SOS further reserves the right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which Intl.SOS is aware at the relevant time.

Intl.SOS will arrange for the return of the Insured Person to the Usual Country of Residence following the Insured Person’s Emergency Medical Evacuation and subsequent hospitalisation outside the Usual

Country of Residence.

Intl.SOS reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which Intl.SOS is aware at the relevant time.

- (v) Transportation of Mortal Remains
Intl.SOS will arrange for transportation of the Insured Person's mortal remains from the place of death to the Usual Country of Residence or arrange, if requested by the Insured Person's family, arrange for local burial at the place of death, subject to any governmental regulations.
- (vi) Compassionate Visit and Hotel Accommodation
Intl.SOS will arrange for one economy class return airfare and hotel accommodations up to HK\$ 1,200 per person per day for a maximum period of five (5) consecutive days for two Close Relatives of the Insured Person to join the Insured Person who, when travelling alone, is hospitalised outside the Usual Country of Residence for a period in excess of three (3) consecutive days, subject to Intl.SOS' prior approval and only when judged necessary by Intl.SOS on medical and compassionate grounds.
- (vii) Return of Minor Children
Intl.SOS will arrange for economy class one-way airfare for the return of minor children (aged 18 years old and below and unmarried) to the Usual Country of Residence if they are left unattended as a result of the accompanying Insured Person's illness, accident or Emergency Medical Evacuation. Escort will be provided, when requested.
- (viii) Convalescence Expenses
Intl.SOS will arrange for the additional hotel accommodation expenses necessarily and unavoidably incurred by the Insured Person related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation up to HK\$ 1,200 per day for a maximum of five (5) consecutive days.
- (ix) Unexpected Return to Usual Country of Residence
In the event of the death of the Insured Person's Close Relative in his/her Usual Country of Residence while the Insured Person is travelling overseas (save for in the case of migration) and necessitating an unexpected return to his/her Usual Country of Residence, Intl.SOS will arrange for one economy class return airfare for the return of the Insured Person to his/her Usual Country of Residence.
- (x) Additional Cost of Travel and Accommodation
Following a Serious Medical Condition necessitating medical treatment of the Insured Person, Intl.SOS will arrange for economy class one-way airfare for the Insured Person to return to the Usual Country of Residence. Intl.SOS will also arrange for accommodation for his/her family member or travelling companion (who is also insured in this Policy) accompanying the Insured Person during his/her hospitalization outside the Usual Country of Residence.

The above Service [item (i)] is purely on referral or arrangement basis. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Person's responsibility.

The above Services [items (ii) & (iii)] are charged on a case by case basis. The provision of financial guarantees by Intl.SOS is subject to Intl.SOS first securing payment from the Insured Person through the Insured Person's credit card or from the funds from the Insured Person's family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Person's responsibility.

The above Services [items (iv) to (x)] are subjected to the customary exclusions listed in clause 3.5.

- (b) Travel Assistance
 - (i) Inoculation and Visa Requirement Information
Intl.SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the Insured Person at any time, whether or not the Insured Person is travelling or an emergency has occurred. Intl.SOS shall inform the Insured Person requesting such information that Intl.SOS is simply communicating the requirements set forth in a document and Intl.SOS shall name the document.
 - (ii) Lost Luggage Assistance
Intl.SOS will assist the Insured Person who has lost his/her luggage while travelling outside the Usual Country of Residence by referring the Insured Person to the appropriate authorities involved.
 - (iii) Lost Passport Assistance
Intl.SOS will assist the Insured Person who has lost his/her passport while travelling outside the Usual Country of Residence by referring the Insured Person to the appropriate authorities involved.
 - (iv) Legal Referral
Intl.SOS will provide the Insured Person with the name, address, telephone numbers, if requested by the Insured Person and if available, office hours for referred lawyers and legal practitioners. Intl.SOS will not give any legal advice to the Insured Person.
Although Intl.SOS shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the Insured Person. Intl.SOS, however, will exercise care and diligence in selecting the service providers.
 - (v) Emergency Travel Service Assistance
Intl.SOS shall assist the Insured Person in making reservations for air ticket or hotel accommodation on an emergency basis when travelling overseas.

The above Services [items (i) to (v)] are purely on referral or arrangement basis. Intl.SOS shall not be responsible for any third party expenses which shall be solely the Insured Person's responsibility.

6.5 EXCLUSIONS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded:-

6.5.1 Any expenses incurred as a result of a Pre-Existing Condition.

6.5.2 Any costs or expenses not expressly covered by the Intl.SOS program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS. This exception shall not apply to Emergency Medical

- Evacuation from remote or primitive areas when Intl.SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Insured Person.
- 6.5.3 Any event occurring when the Insured Person is within the territory of his/her Usual Country of Residence.
- 6.5.4 Any expenses for Insured Persons who are travelling outside their Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- 6.5.5 Any expenses for medical evacuation or repatriation if the Insured Person is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, can be adequately treated locally, or treatment can be reasonably delayed until the Insured Person returns to his/her Usual Country of Residence.
- 6.5.6 Any expenses for medical evacuation or repatriation where the Insured Person, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.
- 6.5.7 Any treatment or expenses related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- 6.5.8 Any expenses related to accident or injury occurring while the Insured Person is engaged in any sport activity excluded by this Policy.
- 6.5.9 Any expenses incurred for emotional, mental or psychiatric illness.
- 6.5.10 Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- 6.5.11 Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- 6.5.12 Any expenses related to the Insured Person engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- 6.5.13 Any expenses related to the Insured Person engaging in the commission of, or the attempt to commit, an unlawful act.
- 6.5.14 Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- 6.5.15 Any expenses incurred as a result of the Insured Person engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- 6.5.16 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war.
- 6.5.17 Any expenses incurred for or as a result of any activity required from an off-shore location.
- 6.5.18 Any expenses in respect of the Insured Person more than 85 years old at the date of intervention.
- 6.5.19 Any expenses which is a direct result of nuclear reaction or radiation.
- 6.5.20 Any Excluded Condition under this Policy.
- 6.6 **REASONABLE PRECAUTIONS**
The Insured Person shall take all reasonable precautions to prevent and minimise any accident, injury, death or expenses.
- 6.7 **REQUEST FOR ASSISTANCE**
In case of any request for assistance, and prior to taking personal action where reasonable, the Insured Person or his representative shall call Intl. SOS's Assistance Centre whose contact number is listed below:
HONG KONG: (852) 3122 2900
and should state:
- His name, the number of his policy and his I.D. card or passport number and,
 - The name of the place and the telephone number where Intl.SOS can reach the Insured Person or his representative and,
 - A brief description of the accident and the nature of help required.
- 6.8 **EXAMINATIONS**
Intl.SOS shall have the right and opportunity through its medical representative to examine the Insured Person whenever and as often as may reasonably require.
- 6.9 **UNDERTAKINGS**
- 6.9.1 Intl.SOS undertakes to exercise due care and diligence in the appointment and/or referral of any service provider to assist the Insured Person. Intl.SOS assumes no responsibility for any advice given by any service provider and the Insured Person shall not have any recourse against Intl.SOS by reason of its referral of or contact with a service provider or other determination resulting therefrom.
- 6.9.2 The Insured Person undertakes not to have any recourse against Intl.SOS or the Company for any indirect or consequential loss suffered by the Insured Person arising from the Services.
- 6.10 **FORCE MAJEURE**
Intl.SOS shall not be liable for failure to provide Services and/or delays caused by acts of God, strikes, or other conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of Services is prohibited or delayed by local laws, regulators or regulatory agencies.
- 6.11 **NO PRIVILEGE OF CONTRACT**
Notwithstanding any other provisions in this Policy, it is hereby declared by Intl.SOS that the above Services are made available to the Insured Person by the Company on behalf of Intl.SOS who is the principal party in providing the Services to the Insured Person under the Agreement. There is no privity of contract between the Company and the Insured Person in the Agreement and the Company shall assume no liability in any default of the provision of the Services or for any indirect or consequential loss suffered by the Insured Person arising from the Services.
- 6.12 **TERMINATION**
The Agreement shall cease when this Policy is no longer in force.

7. SECTION 4 – PERSONAL ACCIDENT BENEFIT

- 7.1 The Company will pay this benefit according to the percentage stated in the Compensation Table hereunder up to the maximum limits stated in the Table of Benefits in the event that an Accident occurred during the Journey results in the

Insured Person's death or any Permanent Disablement as listed in the Table of Benefits within 12 months from the date of the Accident. **Provided that**

- 7.1.1 the maximum limit for the benefits under this Section for the Insured Person under the Age of 18 or over the Age of 70 shall not exceed HK\$300,000.
- 7.1.2 the total benefits payable under this Section shall not exceed 100% of the maximum limit for the Personal Accident Benefit regardless of the number of insured events occurred to the Insured Person during the Journey.

Compensation Table		
	Insured Event	Percentage of Maximum Benefits*
1	Death	100%
2	Permanent Total Disablement	100%
3	Total and permanent loss of all sight in one or both eyes	100%
4	Loss of Limb(s) – Total loss by physical severance or total and permanent loss of use of (a) one or two limbs (b) one or both hands (c) arm above the elbow (d) arm at or below the elbow (e) leg above the knee (f) leg at or below the knee	100% 100% 100% 100% 100% 100%
5	Loss of Sight – Total and permanent loss of (a) sight in one eye except perception of light (b) lens of one eye	50% 50%
6	Total and permanent loss of (a) Loss of Hearing in both ears (b) Loss of Hearing in one ear (c) Loss of Speech	75% 15% 50%

*It is calculated as a percentage of the applicable limits of the Personal Accident Benefit set out in the Schedule of Benefit in the Insurance Certificate of the Insured Person.

- 7.2 The maximum amount payable for any and all events arising under this Section shall not exceed the maximum limits for each Insured Person as stated in the Table of Benefits.
- 7.3 In the event of the death of an Insured Person giving rise to a claim under this Section the beneficiary 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.
- 7.4 **Major Burns Benefit**
The Company will pay this benefit if the Insured Person suffers third-degree burn (i.e. the destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal to or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area) arising from an Accident during the Journey, provided that the assessment of the burns is certified by a Medical Practitioner with medical reports and full diagnosis. Such benefit can only be claimed once for each Accident during the Journey.
- 7.5 **Credit Card Protection Benefit**
In the event of a claim is payable under this Policy for the death of the Insured Person as a result of an Accident, the Company will also reimburse the outstanding balance charged to the Insured Person's credit card(s) as at the date of Accident up to maximum limits stated in the Table of Benefits. However, the Company shall not be liable for any interest accrued or financial charges on the outstanding balance.

For the purpose of this Section, if the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which he is travelling either on land or at sea during the Journey, it will be presumed that the Insured Person suffered an accidental death at the time of such disappearance, sinking or wrecking.

8. SECTION 5 – BAGGAGE BENEFIT

The Company will pay the baggage benefit up to the maximum limit stated in the Table of Benefits for loss, physical breakage or damage directly resulting from theft, robbery, burglary, accident or mishandling by carriers during the Journey to an Insured Person's baggage or personal property carried on the Journey.

PROVIDED THAT:

- 8.1 The loss must be reported to the local police where the loss occurs, the carriers or any third parties liable within 24 hours of the occurrence.
- 8.2 The Insured Person shall observe ordinary and proper care for the safety of the property insured, including safeguard his accompanied baggage or personal property and do not leave them unattended in a public place. All baggage are to be examined when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person shall give IMMEDIATE notice to:
- 8.2.1 The police in case of theft, loss or willful damage by a third party, and obtain written documentation from local police where the loss occurs.
- 8.2.2 The carriers when loss or damage has occurred in transit, and obtain a copy of the official 'Baggage Irregularity Report'.
- 8.3 The limit of the Company's liability for each item/pair or set shall be HK\$3,000 (Camera body, lenses and accessories will be treated as a set).
- 8.4 In the event of loss of or damage to any article which is a part of a set, the measure of loss of or damage to such an article shall be a reasonable and fair proportion of the total value of the set and will not be construed to mean a total loss of the set.
- 8.5 Subject to clause 8.6, the Company will by payment or at its option by replacement or repair indemnify the Insured Person against each such loss or damage provided that the maximum liability of the Company shall not exceed the limit for Baggage Benefit.

- 8.6 For claim relating to breakage or damage, the claimant has to produce the damaged property as physical evidence for the Company's inspection at the claimant's cost.
- 8.7 **EXCLUSION:**
- 8.7.1 Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
- 8.7.2 Losses of cash, banknotes, plastic money (including credit cards, Octopus cards etc), negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets, and transportation, accommodation or any other travel vouchers or coupons.
- 8.7.3 Loss of or breakage to any pager, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), portable telecommunication equipment, computer equipment (except laptop computer), software and peripheral.
- 8.7.4 Breakage or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff.
- 8.7.5 Loss of or damage caused by wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic breakdown or derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company
- 8.7.6 Loss of or damage to business merchandise or samples.
- 8.7.7 Loss of any baggage that is left behind or unattended in a Public Conveyance or a public place.
- 8.7.8 Loss of or damage to baggage mailed or shipped separately.
- 8.7.9 Any property or personal belongings specifically insured elsewhere or recovered/repared by a third party.
- 8.7.10 Loss of jewelry and watches unless from baggage carried in the hand of the Insured Person or kept in the hotel safety deposit box.
- 8.7.11 Any unexplained loss or mysterious disappearance.

9. SECTION 6 – BAGGAGE DELAY BENEFIT

The Company will pay up to the maximum limit stated in the Table of Benefits for each Insured Person for the additional cost to get back the baggage or emergency purchase of essential items of toiletries or clothing consequent upon temporary deprivation to baggage for at least 6 hours from the time of arrival at destination abroad due to delay or misdirection in delivery.

PROVIDED THAT:

- 9.1 The delay is certified by an official 'Baggage Irregularity Report' from the airline or in writing by a letter from the tour operator.
- 9.2 The delay is not as a result of detention or confiscation by customs or other law enforcing officials.
- 9.3 Documentation (including original purchase bills) is produced by the Insured Person showing the details of the expenditure.
- 9.4 Claim cannot be made under this Section if the same loss is claimed for under Section 5 of Baggage Benefit of this Policy.
- 9.5 The Company shall not be liable for any loss which occurred after the Insured Person returns to the Usual Country of Residence or reaches his final destination.

10. SECTION 7 – PERSONAL MONEY BENEFIT

The Company will pay this benefit for loss of the Insured Person's personal money in the form of banknotes, cash or travellers cheques directly arising only from theft, robbery or burglary during the Journey up to the limit stated in the Table of Benefits

PROVIDED THAT:

- 10.1 If the Insured Person experiences any loss of cash, banknotes or travellers cheques, report must be made to the local police where the loss occurs and relevant branch of the travellers cheques issuing authority within 24 hours of the loss. All forms of proof such as Police Report, receipts shall be made available to the Company at the Insured Person's own cost.
- 10.2 The Company shall not be liable for loss or shortages of personal money due to an error or omission by any third party, fluctuation of the rate of currency exchange, devaluation, or confiscation by any governmental authorities.
- 10.3 The Company shall not be liable under this Section if the Insured Person contributed to his own loss by leaving the personal money unattended in a public place.

11. SECTION 8 – LOSS OF TRAVEL DOCUMENTS BENEFIT

If an Insured Person loses his passports, travel tickets and travel documents as a direct result of theft, robbery, burglary or accidental loss during the Journey, the Company will reimburse the Insured Person for (a) the replacement cost of passports, travel tickets and/or travel documents charged by the issuing body during the Journey; and/or (b) additional hotel accommodation and travel expenses reasonably incurred by such Insured Person for the sole purpose of obtaining such replacements from the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such document, and for returning to the Usual Country of Residence (limited to economy class) due to the invalidity of the original return ticket attributable to such loss up to the amount stated in the Table of Benefits.

EXCLUSIONS:

- 11.1 The Company will not be liable under this Section if within 24 hours or as soon as practicable after the Insured Person is aware of the loss as described above the Insured Person fails to report such loss to the police and to obtain a copy of the related police report.
- 11.2 The Company will not be liable under this Section if the Insured Person contributed to his own loss by leaving the passports, tickets or travel documents unattended in a public place.
- 11.3 The reimbursement cost for air ticket should only be limited to economy class only.
- 11.4 Loss of any passports, travel tickets and travel documents which is not necessary for completing the Journey.
- 11.5 Any loss of the passports, travel tickets and travel documents arising from the confiscation or detention by a government authority, customs official or police.

12. SECTION 9 – TRAVEL DELAY BENEFIT

This benefit is payable in the event Insured Person's scheduled travel is delayed because the Public Conveyance for which the Insured Person has arranged or scheduled to travel is delayed during the Journey due to adverse weather conditions, industrial action, hi-jack, technical or other mechanical derangement of such Public Conveyance, and the cancellation or postponement of such Public Conveyance due to such derangement is entirely beyond the Insured Person's control.

- (a) Cash Allowance - The Company will pay up to HK\$300 for an initial delay in excess of 6 consecutive hours and HK\$300 for each subsequent 6 consecutive hours period up to the maximum limits stated in the Table of Benefits.
- (b) Additional Travel Cost for Re-routing - The Company will reimburse additional public transportation expenses up to the maximum limits stated in the Table of Benefits reasonably and inevitably incurred for alternative means of transport at the same fare class originally selected by the Insured Person as a direct consequence of travel delay by at least 6 consecutive hours from the scheduled time of departure.

A claim under this Section can only be made under item (a) or (b)

PROVIDED THAT:

- 12.1 The period of delay is in excess of 6 consecutive hours, which is effective from the scheduled commencement of a trip until the trip recommences on the first available alternative transportation offered by the carrier.
- 12.2 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.
- 12.3 Confirmed advanced booking is given prior to the commencement of an industrial action affecting the carrier.
- 12.4 Official documentation from the airline/carrier is submitted in support of any claim under this Section, which states the cause, date, time and duration of the delay.
- 12.5 No cover is provided for a claim arising from a strike or industrial action existing at the issue date of the Insurance Certificate.
- 12.6 The delay does not arise from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider.
- 12.7 If the Insured Person has consecutive connective connecting flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be due to the covered perils under the coverage.

13. SECTION 10 – CANCELLATION CHARGES BENEFIT

13.1 The Company will pay, up to the maximum limits stated in the Table of Benefits, the deposits or any part of the payment made in advance for travel ticket, accommodation or tour package which are forfeited and irrecoverable from the relevant tour operator, airline or any service provider upon cancellation prior to the Journey as a direct result of any of the following events:-

- 13.1.1 Death, Serious Bodily Injury or Sickness of the Insured Person.
 - 13.1.2 Death, Serious Bodily Injury or Sickness of (a) the Insured Person's Immediate Family Members or Close Business Partner, or (b) the travel companion of the Insured Person who is also insured under the same Policy of the Insured Person.
 - 13.1.3 Witness summons, jury service or compulsory quarantine of the Insured Person.
 - 13.1.4 Serious damage to the Insured Person's Principal Home in Hong Kong arising from fire or flooding within 10 days from the departure date which requires the Insured Person's continued presence on the premises.
 - 13.1.5 natural disaster, unexpected outbreak of epidemic disease/industrial action involving Public Conveyance, riot or civil commotion, the Security Bureau of the Government of Hong Kong issues a Black Alert in accordance with the OTA System at the planned destination of the Journey within 7 days before the scheduled departure date of the Journey which prevents the Insured Person from commencing the Journey.
- 13.2 Provided that the benefit payable under this Section is subject to the following conditions:
- 13.2.1 With respect to any event stated in 13.1.1 & 13.1.2 in this Section, the benefit will only be payable if it happens (i) at least 24 hours after the issue date of the Insurance Certificate and (ii) within 30 days prior to the commencement date of the Period of Insurance.
 - 13.2.2 With respect to any event stated in 13.1.3 in this Section, the benefit will only be payable if an order or notice of compliance is issued to the Insured Person (i) at least 24 hours after the issue date of this Policy and (ii) within 30 days prior to the commencement date of the Period of Insurance.
 - 13.2.3 The Insured Person shall provide and surrender the original unused tickets to the Company.
 - 13.2.4 Once a claim is made under this Section, no other benefits shall be payable and all coverage under this Policy shall cease.
 - 13.2.5 This benefit does not cover any loss arising from Black Alert, medical or physical conditions or other circumstances affecting the Insured Person known to exist on the issue date of the Insurance Certificate.

14. SECTION 11 – CURTAILMENT OF TRIP BENEFIT

If the Journey is interrupted after the commencement of the Journey, the Company will pay this benefit, up to the maximum limit stated in the Table of Benefits, on a pro-rata basis for each complete day of the Journey which is interrupted for (i) loss of the prepaid and unused portion of the transport or accommodation arrangement which is forfeited and irrecoverable from the relevant tour operator, airline or any source and (ii) reasonable additional travel expenses which is necessary for the Insured Person to return to the Usual Country of Residence by Public Conveyance on economy class due to a necessary, unforeseen and unavoidable curtailment of the Journey as a direct result of:

- 14.1 death, Serious Bodily Injury or Sickness of the Insured Person or his Immediate Family Members, his travel companion who is also insured under the same Policy, or his Close Business Partner.
- 14.2 hijack of an aircraft or conveyance or any mechanical propelled vehicles and vessels arranged by travel agency in which the Insured Person is travelling as a fare-paying passenger;
- 14.3 any adverse weather conditions, natural disasters, unexpected outbreak of epidemic diseases/industrial action involving Public Conveyance, riot or civil commotion at the planned destination of the Journey which prevents the Insured Person from continuing with the Journey or where the Security Bureau of the Government of Hong Kong issues a Black Alert in accordance with the OTA System with respect to the planned destination is in effect during the Journey.

PROVIDED THAT:

- 14.4 Any such cause does not arise from Black Alert, medical or physical conditions or other circumstances affecting the Insured Person or his Immediate Family Members or the travel companion or Close Business Partner of the Insured Person known to exist on the issue date of the Insurance Certificate.

15. SECTION 12 – LOSS OF HOME CONTENTS BENEFIT

- 15.1 If the Insured Person's Principal Home in the Usual Country of Residence suffers loss of or damage to the Home Contents as a result of burglary accompanied by forcible and violent entry to or exit from the premises whilst the home is unoccupied during the Journey, the Company will pay the cost of replacement or repair of such Home Contents up to the maximum limit stated in the Table of Benefits. Notice must be given to the police immediately upon the Insured Person becoming aware of the loss or damage to the Home Contents as a result of the burglary.
- 15.2 The Company shall not be liable for:
- (a) Loss due to use of any key or duplicate thereof to gain access to the Principal Home irrespective whether the key belongs to the Insured Person.
 - (b) Loss caused or facilitated by the reckless or wilful act of the Insured Person or the Insured Person's family member.
 - (c) Loss or damage of cash, banknotes, coins, travelers cheques, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets, and transportation, accommodation or any other travel vouchers or coupons, mobile phones, contact or corneal lenses, animals and motor vehicles (including accessories), motorcycles, boats, any other conveyances and computer system records.

16. SECTION 13 – PERSONAL LIABILITY BENEFIT

The Company will pay this benefit up to the maximum limit stated in the Table of Benefits if the Insured Person incurs legal liability to a third party (inclusive of reasonable legal costs and expenses) for accidental bodily injury to a third party or accidental loss or damage to third party's property, as a direct result of the Insured negligence towards the third party during the Journey.

The Company shall not be liable for any liability, loss or claim (i) payable by any other insurance company or third party, or (ii) in respect of loss or damage to properties belonging to or in the care, custody or control of the Insured Person, or (iii) where the Insured Person or his authorized representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company, or (iv) arising directly or indirectly from:

- 16.1 Employer's liability, contractual liability or liability to Immediate Family Members of an Insured Person.
- 16.2 Properties or animals belonging to or held in trust, in the care, custody or control of an Insured Person.
- 16.3 Any wilful, malicious, unlawful or deliberate act.
- 16.4 Pursuit of a trade business or profession.
- 16.5 Ownership or occupation of lands or buildings (other than occupation only of any temporary residence).
- 16.6 Ownership, possession, hire, use or operation of vehicles, aircraft or watercraft.
- 16.7 Legal costs resulting from any criminal proceedings, fine, penalties or punitive damage.
- 16.8 Insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms.
- 16.9 Pollution unless due to sudden, unintended and unexpected occurrence.
- 16.10 Asbestos or any materials containing asbestos in whatever form or quantity.

This benefit shall not be payable in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

17. SECTION 14 – RENTAL VEHICLE EXCESS PROTECTION BENEFIT

The Company will reimburse the Insured Person up to the maximum limit stated in the Table of Benefits for the vehicle insurance excess or deductible for a car accident, parking damage or theft during the Journey under a rental agreement of a private car or motor home, provided that the Insured Person:

- 17.1 has hired a vehicle from a registered vehicle rental company and taken out the motor vehicle insurance policy on his hired vehicle covering the rental period;
- 17.2 is nominated as a driver on the rental agreement;
- 17.3 is driving the hired vehicle at the relevant time of the car accident;
- 17.4 is a licensed driver in the country where he operates the hired vehicle;
- 17.5 has fulfilled all the terms and conditions of the rental agreement and the applicable motor vehicle insurance.

The Company shall not be liable for:

- 17.6 any condition under the influence of alcohol or drugs of the Insured Person who is controlling the rental vehicle during the rental period;
- 17.7 any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
- 17.8 any liability other than loss of or damage to the rental vehicle.

For the avoidance of doubt, a hired vehicle or private car in this Section shall mean any motor vehicle but excluding all kinds of commercial vehicles, motor cycles, and any vehicle with more than 9 seats.

18. SECTION 15 – GOLFERS "HOLE-IN-ONE" BENEFIT

If the Insured Person hits a 'hole-in-one' in a competition or friendly game at any recognised golf courses during the Journey, the Company will pay the one-off bar expenses incurred at the same golf course up to the maximum limit stated in the Table of Benefits. Recognised golf course means a golf course operated by a club or an organization which is registered at any local government as providing the golf or golf practicing.

The Company shall not be liable if the Insured Person is a professional golfer.

19. CLAIMS PROCEDURE

- 19.1 Notice of any claim must be given to the Company within thirty-one days of the expiry of this Policy, and in the instance of a claim under the Section on Personal Liability Benefit, such notice must be given in writing as soon as possible and in any event not later than 14 days after the incident giving rise to such a claim. 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.
- 19.2 All claims must be submitted with comprehensive supporting information including:
- 19.2.1 In the case of Personal Accident Benefit:
Hospital, Medical Practitioner's reports giving details on the nature of the Bodily 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.
- 19.2.2 In the case of Credit Card Protection Benefit:
Credit card statement, customer copy of the credit card sales slip, bill and /or payment receipt.
- 19.2.3 In the case of Medical Expenses Benefit, Worldwide Emergency Assistance Services, Overseas Hospital or Quarantine Cash Allowance, Cancellation Charges Benefit and Curtailment of Trip Benefits:
All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim and if the claim relates to medical treatments, then a full Medical Practitioner's (or if applicable, Chinese Medicine Practitioner's) report stipulating the diagnosis of the condition treated and the date the disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.
- 19.2.4 In the case of Baggage Benefit, Baggage Delay Benefit, Personal Money Benefit, Loss of Travel Documents Benefit and Loss of Home Contents Benefit:
All details including receipts as to date of purchase, price, model and type of items lost or damaged; a copy of the IMMEDIATE notification to airline/carrier and their official acknowledgment in writing when loss or damage has occurred in transit; official documentation such as property irregularity report from airline/public common carrier including date, time and duration of the delay; certified copy of IMMEDIATE report to and written documentation from the local police in the case of theft, loss or willful damage of baggage by a third party; certified copy of report to and written documentation from the police of the Insured Person's Usual Country of Residence where the Principal Home is located in the case of loss or damage to the Home Contents as a result of burglary (such report shall have been made immediately upon (and in any event within 24 hours of) the Insured Person becoming aware of such loss or damage) ; copy of the report to the issuing authority of travelers cheques and certified copy of the police report in the case of loss of travellers cheques.
In any event reports to relevant airline/carrier, issuing authorities or police must be made no later than 24 hours of the insured event and in respect of Loss of Home Contents Benefit, no later than 24 hours of the Insured Person becoming aware of the insured event.
- 19.2.5 In the case of Travel Delay Benefit:
Official documentation such as delay confirmation report from the airline/public common carrier including date, time, duration of the delay, ticket for original itinerary, and ticket for the alternative means of transport travel to the planned destination.
- 19.2.6 In the case of Personal Liability Benefit:
IMMEDIATE written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court documents, solicitors' and other legal correspondence, etc., must be submitted to the Company at the earliest opportunity.
- 19.2.7 In the case of Rental Vehicle Excess Protection Benefit
Rental agreement with detailed terms and conditions between the Insured Person and the rental vehicle company; Original receipts issued by the rental vehicle company evidencing the rental charges, certified copy of the Police Report, documents of the claim which the Insured Person has lodged with the insurer of the rental vehicle, and written report from the rental vehicle company confirming that the Insured Person is liable to pay the excess.
- 19.2.8 In the case of Hole-in-One Benefit
Original "Hole-in-One" certificate authenticated by a recognised golf course and original receipts of the bar expenses incurred issued by such recognised golf course.
- Additional document relevant to the claim may be required upon the Company's request.