

Working HolidayCare Insurance Policy



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

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

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

It is a condition precedent to any liability of the Company to make a payment under this Policy that the Policyholder, Insured Person or any other person claiming to be indemnified under this Policy complies with all terms, conditions, exclusions and endorsements of this Policy, and that the information contained in any application, proposal and declaration is true.

**24-hour Worldwide Emergency Assistance Service 24 小時全球
緊急支援服務**

**Provided by International SOS Assistance (HK) Limited 由國
際思奧思援助(香港)有限公司提供**

**HOTLINE 香港熱線：(852) 3122 – 2900
(Hong Kong)**

1. DEFINITIONS

The following definitions apply:

- 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 of violence, 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, solely and independently of any other cause, and
 - (ii) results in death within 12 calendar months of the date of the Accident or requires 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 **Company** means FWD General Insurance Company Limited.
- 1.6 **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.
- 1.7 **Eligible Expenses** means those medical expenses which arise as a result of a Bodily Injury or a Sickness covered by this Policy, and incurred on the recommendation of a Medical Practitioner. These Eligible Expenses must not exceed normal and customary charges for those expenses, and must not exceed the actual charges incurred.
- 1.8 **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
- 1.9 **Hospital** means an establishment 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;
 - (c) supervision of a Medical Practitioner; and
 - (d) 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.
- 1.10 **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.
- 1.11 **Insured Person** means the person or persons described as "The Insured Person" in the Policy Schedule and for whom insurance under this Policy has been arranged.
- 1.12 **Journey** means any trip departing from the Usual Country of Residence taken by the Insured Person during the Period of Insurance, commencing when the Insured Person completes the immigration departure clearance procedure at the Usual Country of Residence and ends when the Insured Person completes the immigration arrival clearance procedure for returning to the Usual Country of Residence after such Journey.
- 1.13 **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
$$\frac{1}{6} \text{ of } (a+b+c+d) \text{ is above } 80\text{db.}$$
- 1.14 **Loss of Limb** means permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
- 1.15 **Loss of Sight** means the entire, permanent and irrecoverable loss of sight.
- 1.16 **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.
- 1.17 **Medical Practitioner** means a medical practitioner who holds a degree in western medicine and is licensed or legally authorized in the geographical area of his or her practice to render medical and/or surgical services 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.

- 1.18 **Period of Insurance** means the period of time specified in the Policy Schedule during which this Policy is effective.
- 1.19 **Permanent Total Disablement** means total disablement caused by an Accident which:
- (i) prevents the Insured Person from attending to his or her normal occupation for a minimum of 52 consecutive weeks;
 - (ii) is 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
 - (iii) is beyond any hope of improvement.
- 1.20 **Policy** means the entire policy contract between the Policyholder, the Insured Person and the Company including this policy document, any 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, Policy Schedule and any endorsements.
- 1.21 **Policyholder** means the person described as “The Insured” in the Policy Schedule and for which the relevant premium under this Policy has been paid.
- 1.22 **Pre-Existing Condition** means any sickness, disease or physical condition which existed before the commencement of the Period of Insurance suffered by the Insured Person, which presented signs or symptoms prior to the commencement of the policy of which the Insured Person and/or the Policyholder were aware or should reasonably have been aware.
- 1.23 **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.
- 1.24 **Principal Home** means the building located in Hong Kong occupied as a private dwelling by the Insured Person as his or her only permanent residence.
- 1.25 **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 excludes a contractor, chartered or private carrier, and any other carriers which are operated primarily for sight-seeing service and amusement of passengers.
- 1.26 **Relevant Employment Agreement** means the agreement entered into by the Insured Person for the purposes of undertaking temporary employment in the country for which the Working Holiday visa has been issued.
- 1.27 **Serious Bodily Injury or Sickness** means Bodily Injury or Sickness which requires treatment by a Medical Practitioner and for which the Medical Practitioner certifies as being dangerous to the life of the Insured Person and renders him 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.
- 1.28 **Sickness** means a physical condition marked by a pathological deviation from the normal healthy state of human being.
- 1.29 **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.
- 1.30 **Usual Country of Residence** means the place from which any Journey of an Insured Person commences. Usual Country of Residence will be deemed to be Hong Kong unless otherwise specifically endorsed in the Policy Schedule by the Company.
- 1.31 **Working Holiday** means the Journey outside Hong Kong under a working holiday visa issued by an overseas country pursuant to the Working Holiday Scheme between Hong Kong and that overseas country, and shall include all ancillary trips to other travelling countries.
- 1.32 **Worldwide Emergency Assistance Services** means medical assistance or related services arranged by International SOS Assistance (HK) Limited’s Assistance Center.

2. 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 for each Journey is shown under the Table of Benefits below:

TABLE OF BENEFITS

Section	Summary of Benefits and Sub-Limits	Maximum Limits (HK Dollars) Per Journey 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	Worldwide Emergency Assistance Services		
	a) Hospital Admission and Guarantee of Hospital Admission Deposit	40,000	40,000
	b) Emergency Medical Evacuation and Repatriation	Actual Cost	Actual Cost
	c) Transportation of Mortal Remains	40,000	15,000
	d) Compassionate Visit and Hotel Accommodation	40,000	15,000
	e) Convalescence Expenses	6,000	6,000
	f) Unexpected Return to Usual Country of Residence	40,000	15,000
	g) Additional Cost of Travel and Accommodation	40,000	15,000
3	Personal Accident Benefit		
	a) Accidental Death & Permanent Total Disablement	600,000	300,000
	b) Major Burns	100,000	50,000
4	Cancellation Charges Benefit	30,000	5,000
5	Curtailement of Trip Benefit	30,000	5,000
6	Personal Liability Benefit	1,500,000	750,000
7	Loss of Income Benefit	3,000	N/A
	a) Accidental Injury Cash Allowance		
	b) Employer's business Wind-up Cash Allowance (Sub-limit for the Cash Allowance per week)	1,000	N/A
8	Loss of Travel Documents Benefit	20,000	N/A
	(Sub-limit for Travel and Accommodation Expenses per day)	2,000	N/A

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 or the Policyholder's authorized representative does not initiate any legal action in respect of such claim within twelve months from the date of such decline, then the claim will be deemed to have been irrevocably abandoned and will no longer be able to be pursued against the Company.
- 3.3 In this Policy, where the context requires, 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 will 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 has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion which assumes the proportions of or amounting to an uprising by military or usurped power;
- 3.5.2 Any Act of Terrorism except for Sections 1 – Medical Expenses Benefit, 2 - Worldwide Emergency Assistance Services, 3 – Personal Accident Benefit, 4 – Cancellation Charges Benefit and 5 – 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 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 ;
- (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 – Worldwide Emergency Assistance Services, 3 – Personal Accident Benefit, 4 – Cancellation Charges Benefit and 5 – Curtailement 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 control or navigation of such activity is the responsibility of another person who is adequately licensed for guiding the activity and the provider of the 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.
- 3.5.9 Any accident which arises whilst the Insured Person is engaging in any kind of offshore activities including commercial diving, oil rigging, mining or aerial photography; handling of explosives, being a site worker; or a member of any armed forces service.
- 3.5.10 Losses which are indirect and consequential in nature except otherwise provided in this Policy.
- 3.5.11 Any illegal or unlawful act.
- 3.5.12 Cyber Risks Exclusion

This Policy does not cover losses caused by, arising out of, or in connection with:

- (a) Loss of, or damage to, data or software, in particular any detrimental change in data, software or computer programs caused by a deletion, corruption or deformation of the original structure, and any business interruption losses resulting from this 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.
- 3.5.13 Sanction Exclusion

If, by virtue of any law or regulation which is applicable to the Company at the commencement of this Policy or which becomes applicable at any time after commencement, coverage of the Policy for 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, the Company will 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. This exclusion will apply irrespective of anything that may be to the contrary in this Policy.

3.6 CANCELLATION

- 3.6.1 The Company may cancel this Policy at any time during the Period of Insurance by sending at least 14 days' prior written notice ("Notice of Cancellation") to the Policyholder at his last known address. The cancellation shall be effective on the date specified in the Notice of Cancellation. The Policyholder may be entitled to a pro-rata refund of the premium paid corresponding to the remaining portion of the Period of Insurance. The cover of any Journey which commences before the effective date of the Notice of Cancellation will not be affected.
- 3.6.2 The Policyholder may cancel this Policy at any time during the Period of Insurance by sending a written Notice of Cancellation to the Company. In the event that the Policyholder:
 - (a) specifies the effective date of cancellation in his Notice of Cancellation, the insurance coverage under this Policy will cease on the date specified or the date on which the Company receives such Notice of Cancellation, whichever is later; or
 - (b) does not specify the effective date of cancellation in his Notice of Cancellation, the insurance coverage under this Policy will cease on the date on which the Company receives the Notice of Cancellation.The cover of any Journey which commences before the effective date of the Notice of Cancellation will not be affected.
- 3.6.3 If the Policyholder cancels this Policy under this Section, the Policyholder will be entitled to a refund of the premium paid on the basis of the refund premium table below, provided that no claim has been made or paid as at the effective date of the cancellation. Any refund of the premium will be subject to a minimum premium of HK\$500 per Policy being retained by the Company.

Period of Insurance already lapsed	Amount of Refund Premium
Up to 1 month	90% of annual premium
Up to 2 months	80% of annual premium
Up to 3 months	70% of annual premium
Up to 4 months	60% of annual premium
Up to 5 months	50% of annual premium
Up to 6 months	40% of annual premium
Up to 7 months	30% of annual premium
Up to 8 months	20% of annual premium
Up to 9 months	10% of annual premium
10 months or above	No refund

- 3.7 In the event of any payment made under this Policy, the Company will be subrogated to all the Insured Person's or the Policyholder's right of recovery and indemnity against any third party and any amount recovered will belong to the Company.

- 3.8 There is no direct billing provided under this Policy except as arranged and approved by the Company.

- 3.9 The Company will pay benefits under this Policy up to the amount stated in the Table of Benefits. However, there may be times when the total costs and expenses incurred by the Insured Person or the Policyholder exceeds the total amount payable under this Policy. If that occurs, the Insured Person or the Policyholder will be liable for all such excess costs and expenses.
- 3.10 Only Journeys taken by the Insured Person within the Period of Insurance and for a Working Holiday of no longer than the relevant visa validity will be covered under this Policy. The Company retains the sole discretion to extend cover for any Journey up to a maximum period of 10 days beyond the Period of Insurance or the date of return to Usual Country of Residence (whichever date is earlier), if the Insured Person is unavoidably delayed in the course of the scheduled itinerary of such Journey stipulated prior to departure.
- 3.11 Only the Policyholder can exercise all rights and privileges provided under this Policy unless specified otherwise. Failure by the Policyholder to comply with the Claims Procedure or any investigation under the Policy may result in denial of the claim. If any claim is fraudulent or intentionally exaggerated or if any false declaration or statement has been made, this Policy will be void and no claim will be payable.
- 3.12 This Policy is subject to the Limits of Liability for each Section as stated in this Policy and in the Policy Schedule.
- 3.13 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.)
- 3.14 The Policyholder warrants that to the best of his or her 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 Policyholder further warrants that he and the Insured Person(s) are not aware of any condition, cause or circumstance that may require the cancellation or curtailment of any Journey as planned.
- 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).

POLICY BENEFITS

All benefits payable to the Policyholder (or his or her or any Insured Person's legal representative) under this Policy are subject to the maximum limits and sub-limits as stated in this Policy and the Policy Schedule, 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 sustained or contracted outside the Usual Country of Residence while undertaking any Journey during the Working Holiday 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. If no detailed breakdown of charges is provided, a daily limit of HK\$10,000 per day applies for all 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; 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 any Journey to the Usual Country of Residence ("Follow Up Treatment"). 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 the 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.

The above reimbursement of Eligible Expenses is on the condition that:

- (i) all such medical expenses are normal, customary and reasonably in nature;
- (ii) the expenses are supported by a detailed breakdown of charges, original receipts and medical reports with a full diagnosis provided by a Medical Practitioner (or Chinese Medicine Practitioner in the case of clause 4.1.3 above); and
- (iii) with the exception of clause 4.1.3, the Eligible Expenses are 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 will not be liable for:
- 4.2.1 any expenses related to the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing;
- 4.2.2 expenses related to the purchase by or on behalf of the Insured Person of a wheelchair, crutch or other mobility device, however the Company will reimburse the reasonable cost of the temporary hire of a wheelchair, crutch or other mobility device if the use of the device has been recommended by a Medical Practitioner;
- 4.2.3 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;.
- 4.2.4 any expenses related to psychiatric, psychological, mental or nervous disorders (including any related primary or basic signs and symptoms);
- 4.2.5 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;
- 4.2.6 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 any Journey covered by this Policy and occurring or arising during the Period of Insurance;
- 4.2.7 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 during a Journey and the Company will not be responsible for any medical and related expenses incurred after the expiration of this period.

5. SECTION 2 – WORLDWIDE EMERGENCY ASSISTANCE SERVICES

5.1 DEFINITIONS

In addition to the definitions in clause 1, the following definitions apply for the purposes of this Section:-

- 5.1.1 “Close Relative” refers to the Insured Person’s spouse, father, mother, his/her child(ren), brother(s) or sister(s).
- 5.1.2 “Services” refers to the assistance services to be provided by International SOS Assistance (HK) Limited (“**Intl.SOS**”) as set out in clause 5.4 of this Policy.
- 5.1.3 “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.

5.2 GEOGRAPHICAL SCOPE OF SERVICES

- 5.2.1 The Services provided by Intl.SOS under this Policy are rendered on a worldwide basis. Intl.SOS shall use its best endeavors to provide the Services. Any assistance 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 which is outside of the control or influence of Intl.SOS.
- 5.2.2 Nothing in this Policy will require Intl.SOS to provide Services to the Insured Person(s), who in the sole opinion of Intl.SOS is located in an area where providing the Services is impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, war risks or political unrest.
- 5.2.3 The Company will not be liable for any loss or damage caused by, arising from or in connection with, whether directly or indirectly, any decision by Intl.SOS to not provide the Services as a result of the conditions identified in this clause.

5.3 LIMITS OF INDEMNITY

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

5.4 SCOPE OF SERVICES

- 5.4.1 Intl.SOS will provide the 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.
- 5.4.2 When immediately available, Intl.SOS will 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.
- 5.4.3 At no time will Intl.SOS be responsible for any third party expenses, which will be the sole responsibility of the Insured Person.
- 5.4.4 Intl.SOS will, subject to the below terms and conditions, provide the following Services to any Insured Person calling Intl.SOS during a Journey under 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 the Insured Person with the hospital admission. If Intl.SOS approves hospital admission, and the Insured Person is without means of payment of any hospital admission deposit, Intl.SOS will on behalf of the Insured Person guarantee or provide such payment up to HK\$40,000. This 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 funds from the Insured Person’s family.
 - (iii) Delivery of Essential Medicine

Intl.SOS will arrange to deliver to the Insured Person essential medicines, 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.
 - (iv) Emergency Medical Evacuation & Repatriation

Intl.SOS will arrange for 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 will be evacuated and the means or method by which any 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, 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) Convalescence Expenses

Intl.SOS will arrange for the additional hotel accommodation expenses necessarily and unavoidably incurred by the Insured Person relating to Bodily Injury or Sickness requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation up to HK\$ 1,200 per day for a maximum of five (5) consecutive days.

(viii) Unexpected Return to Usual Country of Residence

In the event of the death of the Insured Person's Close Relative in his or her Usual Country of Residence while the Insured Person is on a Journey for the Working Holiday which requires an unexpected return to the Insured Person's 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.

(ix) 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 or her family member who may be accompanying the Insured Person during his or her hospitalization outside the Usual Country of Residence.

The Services provided under items (ii) and (iii) above are charged on a case by case basis, and the provision of any 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.

(b) Travel Assistance

(i) Inoculation and Visa Requirement Information

Intl.SOS will 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.

(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 will provide such referrals, Intl.SOS does not guarantee the quality of the service provider, and it is the decision of the Insured Person to choose the service provider.

(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 are referral or arrangement services only. Any third party expenses incurred will be the sole responsibility of the Insured Person.

5.5 EXCLUSIONS FOR SECTION 2

In addition to the exclusions found in clause 3.5, the following treatments, items, conditions, activities and their related or consequential expenses are excluded for the purposes of this Section:-

5.5.1 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.

- 5.5.2 Any event occurring when the Insured Person is within the territory of his/her Usual Country of Residence.
- 5.5.3 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.
- 5.5.4 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.
- 5.5.5 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.
- 5.6 **REASONABLE PRECAUTIONS**
The Insured Person must take all reasonable precautions to prevent and minimise the risk of any Accident, injury, death or expense.
- 5.7 **REQUEST FOR ASSISTANCE**
In case of any request for assistance, and prior to taking personal action where reasonable, the Insured Person or his or her representative shall call Intl. SOS's Assistance Centre whose contact number is listed below:
HONG KONG: (852) 3122 2900
and should state:
- His or her 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 or her representative and,
 - A brief description of the accident and the nature of help required.
- 5.8 **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.
- 5.9 **NO RESPONSIBILITY OF INTL.SOS FOR SERVICE PROVIDERS**
- 5.9.1 Intl.SOS will exercise all 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 from the referral or contact.
- 5.9.2 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.
- 5.10 **FORCE MAJEURE**
Neither the Company or Intl.SOS will be liable for a failure by Intl.SOS to provide the above Services and/or for any delays in providing the Services which may be caused by acts of God, strikes, or other conditions beyond the control of the Company or Intl.SOS, 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.
- 5.11 **NO LIABILITY OF COMPANY**
The Services set out in this Section are arranged by Intl.SOS and are not provided by the Company. As such, Company will not be liable to the Policyholder, Insured Person or any other person claiming to be indemnified under this Policy for any action or inaction by Intl.SOS in performing the Services. Further, the Company will not be liable for any loss or damage, including consequential loss, to any person or property, whether directly or indirectly, that may be caused by, arising from or in connection with the provision of the Services by Intl.SOS under this Policy.

6. SECTION 3 – PERSONAL ACCIDENT BENEFIT

- 6.1 If an Accident occurs during any Journey which, within 12 months from the date of the Accident, results in the Insured Person's death or Permanent Disablement as listed in the Table of Benefits on page 4, the Company will pay this benefit according to the relevant percentage stated in the Compensation Table below up to the maximum limits stated in the Table of Benefits. The total benefits payable under this Section will not exceed 100% of the maximum limit for the Personal Accident Benefit regardless of the number of insured events that have occurred to the Insured Person during any Journey.

COMPENSATION TABLE

Compensation Table Per Journey Per Insured Person		
	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	100%
	(b) one or both hands	100%
	(c) arm above the elbow	100%
	(d) arm at or below the elbow	100%
	(e) leg above the knee	100%
	(f) leg at or below the knee	100%
5	Loss of Sight – Total and permanent loss of	
	(a) sight in one eye except perception of light	50%
	(b) lens of one eye	50%
6	Total and permanent	
	(a) Loss of Hearing in both ears	75%
	(b) Loss of Hearing in one ear	15%

(c) Loss of Speech	50%
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*Calculated as a percentage of the applicable limits of the Personal Accident Benefit set out in the Schedule of Benefit in the Policy Schedule of the Insured Person.

- 6.2 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.
- 6.3 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 Policy Schedule at the time of issue.
- 6.4 Major Burns Benefit
The Company will pay this benefit if the Insured Person suffers third-degree burns arising from an Accident during any 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 any Journey. For the purpose of this Section, a third-degree burn is defined as 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.
- 6.5 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 any Journey, it will be presumed that the Insured Person suffered an accidental death at the time of such disappearance, sinking or wrecking.

7. SECTION 4 – CANCELLATION CHARGES BENEFIT

- 7.1 The Company will pay, up to the maximum limits stated in the Table of Benefits, the deposits or any part of a payment made in advance for travel tickets, accommodation or tour packages which are forfeited and irrecoverable from the relevant tour operator, airline or any service provider upon cancellation prior to any Journey as a direct result of any of the following events:-
- 7.1.1 Death, Serious Bodily Injury or Sickness of the Insured Person.
- 7.1.2 Death, Serious Bodily Injury or Sickness of the Insured Person's Immediate Family Members
- 7.1.3 Witness summons, jury service or compulsory quarantine of the Insured Person.
- 7.1.4 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.
- 7.1.5 Natural disaster, unexpected outbreak of epidemic disease/industrial action involving Public Conveyance, riot or civil commotion, or the Security Bureau of the Government of Hong Kong issues a Black Alert in accordance with the OTA System at the planned destination of such Journey within 7 days before the scheduled departure date of such Journey which prevents the Insured Person from commencing such Journey.
- 7.2 The benefit payable under this Section is subject to the following conditions:
- 7.2.1 For an event stated in 7.1.1 & 7.1.2, the benefit will only be payable if the event happens:
- (i) at least 24 hours after the commencement date of the Period of Insurance; and
- (ii) within 30 days prior to the commencement date of the relevant Journey.
- 7.2.2 For an event stated in 7.1.3, 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 commencement date of the Period of Insurance and
- (ii) within 30 days prior to the commencement date of the relevant Journey.
- 7.2.3 If a claim is made under this Section, the Insured Person must provide and surrender the original unused tickets to the Company.
- 7.2.4 Once a claim with respect to a Journey is made under this Section, no other benefits for that Journey shall be payable and all coverage under this Policy with respect to that Journey shall cease.
- 7.2.5 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 commencement date of the relevant Journey.

8. SECTION 5 – CURTAILMENT OF TRIP BENEFIT

- 8.1 If any Journey is interrupted after its commencement, the Company will pay, up to the maximum limit stated in the Table of Benefits, for the:
- (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 such Journey as a direct result of:
- a. death, Serious Bodily Injury or Sickness of the Insured Person or his Immediate Family Members;
- b. 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;
- c. 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 such Journey which prevents the Insured Person from continuing with such 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 and which is in effect during such Journey.
- 8.2 This benefit will not be payable if any cause, Black Alert, medical or physical condition or other circumstances affecting the Insured Person or his Immediate Family Members is known to exist at the commencement date of the relevant Journey.

9. SECTION 6 – PERSONAL LIABILITY BENEFIT

- 9.1 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 Person's negligence towards the third party during any Journey.

- 9.2 In addition to the exclusions in clause 3.5 of this Policy, 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:
 - (a) Employer's liability, contractual liability or any liability to Immediate Family Members of an Insured Person.
 - (b) Properties or animals belonging to or held in trust, in the care, custody or control of an Insured Person.
 - (c) Any wilful, malicious, unlawful or deliberate act.
 - (d) Pursuit of a trade business or profession.
 - (e) Ownership or occupation of lands or buildings (other than occupation only of any temporary residence).
 - (f) Ownership, possession, hire, use or operation of vehicles, aircraft or watercraft.
 - (g) Legal costs resulting from any criminal proceedings, fine, penalties or punitive damage.
 - (h) Insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms.
 - (i) Pollution unless due to sudden, unintended and unexpected occurrence.
 - (j) Asbestos or any materials containing asbestos in whatever form or quantity.
- 9.3 This benefit will only be payable where a judgment has been delivered by or obtained in the first instance from a court of competent jurisdiction within Hong Kong.

10. SECTION 7 – LOSS OF INCOME BENEFIT

- 10.1 The Company will pay this benefit up to the maximum limit stated in the Table of Benefits for the loss of income under the Relevant Employment Agreement as the direct result of any of the following events:
- (a) If the Insured Person sustains a Serious Bodily Injury or Sickness and is hospitalized during the period of insurance for the Journey and is unable to return to work under the Relevant Employment Agreement as recommended by a Medical Practitioner for at least seven (7) days, the Company will pay a weekly income benefit of HK\$1,000 for each full week that the Insured Person is unable to return to work. This payment will not exceed a maximum period of three (3) weeks and up to the Maximum Benefit as stated in the Schedule of Benefits.
 - (b) If the Insured Person's employer under the Relevant Employment Agreement announces bankruptcy or is wound up prior to the salary or wages being paid to the Insured Person, the Company will reimburse a weekly cash allowance of HK\$1,000 for each full period of seven (7) days for which the Insured Person is unable to receive his / her salary or wages for the work he / she performed, up to an aggregated consecutive period of three (3) weeks and up to the Maximum Benefit as stated in the Schedule of Benefits.
- 10.2 The Company shall not be liable to pay this benefit if:
- (i) The Insured Person fails to submit official or legal documentation issued by his or her current employer to prove his or her employment status; or
 - (ii) The Insured Person fails to obtain a written medical report from a Qualified Medical Practitioner certifying that the Insured Person is unable to return to work under the Relevant Employment Agreement.
- 10.3 A claim under this section 7 can only be made under item 10.1(a) or 10.1(b) but not both.

11. SECTION 8 – LOSS OF TRAVEL DOCUMENTS BENEFIT

- 11.1 If an Insured Person loses his or her passports, travel tickets and travel documents as a direct result of theft, robbery, burglary or accidental loss during any Journey, the Company will pay, up to the Maximum Benefit in the Table of Benefits, and subject to the relevant daily limit, for:
- (a) the replacement cost of passports, travel tickets and/or travel documents charged by the issuing body for the Journey; and
 - (b) if required, additional hotel accommodation and travel expenses reasonably incurred by the Insured Person for the sole purpose of obtaining the replacements travel documents from the issuing body which is nearest to the place where the Insured Person first became 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 as a result of the loss, up to the amount stated in the Table of Benefits.
- 11.2 EXCLUSIONS FOR SECTION 8:
- 11.2.1 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.
 - 11.2.2 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.
 - 11.2.3 The Company will not be liable for the loss of any passports, travel tickets and travel documents which are not necessary for completing the Journey.
 - 11.2.4 The Company will not be liable for any loss of passports, travel tickets and travel documents arising from the confiscation or detention by a government authority, customs official or police.

12. CLAIMS PROCEDURE

- 12.1 All claims made under this Policy must be notified to the Company immediately (but in any event no later than):
- 12.1.1 for a claim under Section 6 – Personal Liability Benefit, written notification of an incident potentially giving rise to a claim within 14 days after the incident;
 - 12.1.2 for all other claims, within thirty-one (31) days after the occurrence of any incident giving rise to the claim.

- 12.2 All claims must be submitted with comprehensive supporting information including but not limited to:
- 12.2.1 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.
 - 12.2.2 In the case of Medical Expenses Benefit, Worldwide Emergency Assistance Services, Cancellation Charges Benefit, Curtailment of Trip and Loss of Income Benefits:
All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim and if the claim relates to medical treatments, 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; any proof of document illustrated the period of employment.
 - 12.2.3 In the case of Loss of Travel Documents Benefit:
All details including a police report made by the Insured Person, and any other written documentation supporting the loss, including but not limited to any records held by a relevant authority as to the loss of the travel documents. Notification of the theft, robbery, burglary or accidental loss of travel documents must be made to the police within 24 hours or as soon as practicable after the Insured Person is aware of the loss.
 - 12.2.4 In the case of Personal Liability Benefit:
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, must be submitted to the Company at the earliest opportunity.
 - 12.2.5 Additional document relevant to any claim must be provided to the Company upon request.