



Asia Superior Travel INSURANCE

Asia Insurance Company Limited hereinafter called the "Company" agrees, subject to the terms, exclusions and conditions contained or endorsed herein, that in the event of the contingencies described hereinafter mentioned happening during the Period of Insurance, the Company will indemnify the Insured Person to the extent as defined. The Insured as the Applicant/Proposer on behalf of the Insured Person(s) by the application or Proposal Form or statements made to the Company, including a Declaration made to the Company, which shall be the basis of and shall form part of each relevant contract, has applied for insurance and the Company has agreed to provide such insurance. The Company agrees only on the basis of the terms and conditions contained in the Policy and subject to payment of the relevant premium, to provide insurance cover to the Insured Person(s). Where the application or Proposal Form or statements, including the Declaration, is in respect of more than one Insured Person, the Company further only agrees to provide the insurance on the basis that this Policy, notwithstanding any other provision, is deemed and accepted to constitute separate insurance in respect of each such Insured Person covered.

GENERAL DEFINITIONS (applicable to all Sections)

For the purposes of this Policy:

- (1) **"Accident/Accidental"** means a sudden and unforeseen event which happens unexpectedly and is directly caused by violent external and visible means.
- (2) **"Act of Terrorist"** means an act, including but not limited to the use of force or violence and/or 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, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (3) **"Annual Cover"** shall mean the cover granted which is available throughout the Period of Insurance shown on the Policy Schedule with a maximum insurance period of 60 consecutive days per Journey regardless of the number of Journeys taken. The cover is on a worldwide basis. Each Journey is separated and independent for the cover of this Policy.
- (4) **"Bodily Injury"** means any unforeseen Bodily Injury including death resulting solely and directly from an Accident occurring during the Period of Insurance, including drowning gassing poisoning or exposure to the elements. It excludes gradual physical or mental wear and tear, diseases, sickness and/or infections, even if such conditions result from or are connected with that Bodily Injury.
- (5) **"Child(ren)"** means any dependent and unmarried Child/Children who is/are aged below 18 on the commencement date of the Policy as named in the Policy Schedule, Certificate of Insurance or endorsement, and is/are travelling with at least one adult for the entire Journey if aged below 12.
- (6) **"Company"** means Asia Insurance Company Limited.
- (7) **"Confinement/Confined"** means the condition that the Insured Person is registered as an inpatient in a Hospital for a medical treatment for a minimum period of 24 hours upon the recommendation of a Registered Medical Practitioner and continuously stays in the Hospital prior to his discharge. Confinement will be evidenced by a daily room and board charge by the Hospital.
- (8) **"COVID-19"** means the disease caused by a severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) as defined by the World Health Organization.
- (9) **"COVID-19 Vaccination"** means inoculation with a Vaccine to produce immunity against COVID-19 including the first dose and the second dose.
- (10) **"Diagnosed"** means the definitive diagnosis made by a Registered Medical Practitioner attending the Insured Person based on specific evidence including but not limited to viral or bacterial culture, pathological or laboratory evidence used in arriving at such diagnosis and accepted by the Company. The word "Diagnosis" shall be construed accordingly.
- (11) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (12) **"Hospital"** means an establishment which meets all the following requirements:
 - holds a licence as a Hospital (if licensing is required in the state or governmental jurisdiction); and
 - operates primarily for the admission, care and treatment of sick, ailing or injured persons as inpatients; and
 - provides 24 hours a day nursing services by qualified registered nurses and medical supervision by Registered Medical Practitioners; and
 - provides organised facilities for diagnosis and major surgical facilities; and
 - is not primarily a clinic, a nursing home, a place of rest, a mental institution, a rehabilitation or extended care facility, a home for the aged, or a place for the care or treatment of alcoholics or drug addicts or similar establishments.
- (13) **"Infectious Disease"** means any kinds of Infectious Disease with human-to-human spread in a large cluster(s) of a local population and which is announced by the World Health Organization.
- (14) **"Immediate Family Member"** includes spouse, children, parents, parents-in-law, brothers or sisters.
- (15) **"Insured"** means the Applicant/Proposer, individual or business entity/company who takes out the insurance policy on behalf of the Insured Person(s). In the case where the Insured is an individual, he must be a Hong Kong resident and aged 18 or above.
- (16) **"Insured Person"** means the eligible person for insurance cover who is named in the Policy Schedule, Certificate of Insurance or endorsement.
- (17) **"Journey"** means a trip or journey for leisure or business (limited to administrative, clerical and non-manual works only) purposes taken by the Insured Person during the Period of Insurance where the Insured Person directly leaves his place of residence or place of work in Hong Kong (whichever is the later) to travel outside Hong Kong but not exceeding 4 hours prior to booked departure time; and ends at the time when the Insured Person arrives at his place of residence or place of work in Hong Kong or 4 hours after the scheduled arrival time, whichever is the earlier.
- (18) **"Legal Guardian"** shall mean a guardian appointed under or acting by virtue of the Guardianship of Minors Ordinance (Cap. 13 of the Laws of Hong Kong).
- (19) **"Medical Expenses"** means all usual, reasonable and customary Medical Expenses necessarily incurred by an Insured Person as a result of Bodily Injury sustained or Sickness contracted, for Confinement, surgical, medical, or other remedial attention treatment or appliances given or prescribed by a Registered Medical Practitioner including the costs of ambulance service Hospital and nursing home charges.
- (20) **"Outbound Travel Alert (OTA)"** means the travel alert issued by the Security Bureau of the Government of Hong Kong under the Outbound Travel Alert (OTA) System. Definition of the "Outbound 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.
- (21) **"Overseas Local Tour"** means a guided local tour organised and provided by a local tour operator with business registered in the destination territory.
- (22) **"Pre-existing Condition"** shall mean any injury, sickness, disease, infirmity, physical defect or other condition which has existed on or before (a) the time of application of the insurance (applicable to single trip cover); or (b) the time of booking or reservation of the Journey (applicable to Annual Cover) in respect of the Insured Person, which has manifested signs or symptoms of which the Insured Person is aware or should reasonably have been aware.
- (23) **"Policy"** shall mean and refer to the entire policy contract among the Insured, the Insured Person(s) and the Company including this Policy, the Certificate of Insurance and/or the Policy Schedule (as the case may be) issued hereunder and any endorsements or attachments thereto together with the application, Proposal, Declaration and/or beneficiary designation form submitted or made by the Insured or the Insured Person(s) or his authorised representatives.
- (24) **"Policy Schedule"** means the schedule which is attached to and form part of the Policy.
- (25) **"Public Conveyance"** means all public common carriers such as multi-engine aircrafts, buses, trains, ships, hovercrafts, ferries and taxis that are licensed where any member of the public can join at a recognised stop and pay a fare. For the avoidance of doubt, Public Conveyance shall not include a contractor or a private carrier or a coach arranged by a travel agency.
- (26) **"Registered 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 in no circumstance shall include the Insured, the Insured Person, Immediate Family Member, an intermediary, an employer or employee of the Insured and/or the Insured Person.
- (27) **"Registered Medical Practitioner"** means a person other than the Insured or the Insured Person or Immediate Family Member of the Insured and/or the Insured Person, qualified by a degree in western medicine and legally authorised by the local government under the jurisdiction in the geographical area of his practice to render medical or surgical services.
- (28) **"Serious Bodily Injury"** or **"Serious Sickness"** shall mean a Bodily Injury or sickness which requires treatment by a Registered Medical Practitioner, and the condition is certified by that Registered Medical Practitioner as being dangerous to life or causing critical impairment to health conditions.
- (29) **"Sickness"** means illness or disease of the Insured Person contracted and commenced during the Journey which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Registered Medical Practitioner, and excludes any Pre-existing Condition.
- (30) **"Table of Benefits"** means the table as shown under Benefits Provisions in this Policy stating the maximum limit and sub-limit of each benefit shall be payable under this Policy in accordance to the type of plan.
- (31) **"Travel Companion"** means the person who committed and arranged the travel booking or reservation together with the Insured Person and accompanied the Insured Person for the whole Journey. The person must not be the tour guide or the tour member.
- (32) **"Travel Document"** means documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Journey and Travel Tickets.
- (33) **"Travel Ticket"** means a Travel Ticket purchased for travelling on any Public Conveyance.
- (34) **"Vaccine"** means a substance, including each of the first dose and second dose of the Vaccine, specially and officially recognised by the Government of Hong Kong to produce immunity against COVID-19.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa and words and expressions importing the masculine gender also includes the feminine and vice versa.

THE PERIOD OF INSURANCE

- (1) Insurance coverage incepts:
 - (a) in respect of all Sections (except for Section 6 (A) – Trip Cancellation), from the time the Insured Person directly leaves his place of residence or work in Hong Kong (whichever is the later) but not exceeding 4 hours prior to booked departure time, or at the inception date of the Period of Insurance as stated in the Policy Schedule, whichever is the later, for the sole and direct purpose of commencing the Journey.
 - (b) In respect of Section 6 (A) – Trip Cancellation,
 - (i) for single trip cover, from the time of application of the insurance, or 30 days before the departure date of the planned Journey, whichever is the later;
 - (ii) for Annual Cover, from the time of booking the scheduled Journey within the Period of Insurance as specified in the Policy Schedule, or 30 days before the departure date of the planned Journey, whichever is the later.
- (2) Insurance coverage terminates:
 - (a) upon the return of the Insured Person to his place of residence or work in Hong Kong (whichever is the earlier), or 4 hours after the scheduled arrival time, whichever is the earlier; or
 - (b) upon the expiry of the Period of Insurance specified in the Policy Schedule; or
 - (c) at the expiration of the maximum insurance period of 60 consecutive days per Journey for Annual Cover; whichever shall first occur.
- (3) For the avoidance of doubt, when applying to Annual Cover, this Policy does not operate during the time the Insured Person is staying in Hong Kong in between overseas Journeys.
- (4) Notwithstanding Paragraph (2) above, in the event that the Journey cannot be completed during the Period of Insurance due to the reasons of transport delay, Sickness or Bodily Injury of Insured Person, adverse weather conditions, strike, hijack or mechanical and/or electrical breakdown of public conveyance which is/are outside the Insured Person's control, this insurance will be automatically extended for a maximum period of 15 days without charges for such a period as is reasonably necessary for completion of the Journey. This is applicable to single trip cover only.

RESTRICTION AS TO THE AREA OF TRAVEL

- (1) If the Policy Schedule specifies the Area of Travel as 'Travelling in "Asia" Only', the indemnity provided by this Policy shall not apply to Bodily Injury Sickness Medical Expenses or loss damage liability expenses occurring or incurred outside "Asia". For this purpose, "Asia" is held to include Brunei Cambodia China Guam Indonesia Japan South Korea Laos Macau Malaysia Myanmar Philippines Singapore Taiwan Thailand and Vietnam.
- (2) This exclusion however shall not apply:
 - (a) to transit passage directly to or from "Asia" or transit stops in the immediate vicinity of international airports or shipping terminals; or
 - (b) if the Insured Person and/or property insured are outside "Asia" due to circumstances beyond the Insured Person's control.

BENEFITS PROVISIONS

All benefits payable pursuant to Sections 1 – 18 below are subject to the maximum limits and sub-limits in respect of each of the Insured Person as stated in the Table of Benefits for the type of plan stated on the Policy Schedule, and subject to the terms, conditions and exclusions of this Policy.

Table of Benefits

Section	Coverage	Maximum Limit per Insured Person per Journey (HK\$)	
		Plan A	Plan B
1	Medical Expenses Benefit		
	Medical Expenses	\$500,000	\$1,000,000
	Sub-limit: Hospital room & board charges	\$2,500 per day	\$2,500 per day
	Extension:		
	Follow-up Medical Expenses in Hong Kong	\$50,000	\$100,000
2	Personal Accident Benefit		
	(A) Accident on Public Conveyance	\$750,000	\$1,500,000
	(B) Other Accidents	\$500,000	\$1,000,000
	(C) Major Burns Benefit	\$200,000	\$300,000
	- Includes follow-up treatments by Registered Chinese Medicine Practitioner (including bone-setting and acupuncture) and registered physiotherapist.	\$2,000 (\$200 per day per visit)	\$3,000 (\$300 per day per visit)
3	Worldwide Emergency Assistance Services		
	(A) Emergency Medical Evacuation		Unlimited
	(B) Repatriation after Local Treatment		Unlimited
	(C) Hospital Deposit Guarantee		\$40,000
	(D) Repatriation of Unattended Children		\$40,000
	(E) Compassionate Visit		\$40,000 (\$1,200 per day and maximum 5 consecutive days for accommodation)
	(F) Repatriation of Mortal Remains		\$30,000
	(G) 24-Hour Worldwide Emergency Assistance Hotline		Referral Service
4	Translation Service in Overseas Hospital	\$2,000 (\$200 per day)	\$5,000 (\$500 per day)
5	Overseas Hospital Cash Allowance	\$2,000 (\$200 per day)	\$5,000 (\$500 per day)
6	Trip Cancellation		
	(A) Trip Cancellation OR (B) Single Occupancy	\$20,000	\$30,000
7	Trip Curtailment	\$5,000	\$10,000
8	Trip Re-routing	\$5,000 (\$1,000 per day for accommodation)	\$10,000 (\$2,000 per day for accommodation)
9	Travel Delay (for delay over 6 consecutive hours)		
	(A) Cash Allowance	\$2,000 (\$200 each & every full 6-hour delay)	\$3,000 (\$300 each & every full 6-hour delay)
	OR		
10	Personal Baggage and Personal Effects		
	Sub-limit: - Laptop	\$7,500	\$20,000
	- Mobile Phone	\$4,000	\$6,000
11	Baggage Delay (for delay over 6 consecutive hours)		
	- Others: any one item, pair, set or collection	\$500	\$1,000
		\$2,000	\$3,000
12	Loss of Travel Document	\$1,000 (\$1,000 per day for accommodation)	\$2,000 (\$2,000 per day for accommodation)
13	Personal Money	\$2,000,000 Any One Occurrence	\$3,000
14	Unauthorised Use of Lost Credit Card	\$1,000	\$3,000
15	Personal Liability	\$1,000	\$3,000
16	Home Care Benefit	\$2,000,000 Any One Occurrence	\$2,000,000 Any One Occurrence
17	Overseas Rental Vehicle Excess Protection		
	Sub-limit: Any one item, pair, set or collection	\$10,000	\$20,000
18	Trauma Counselling	\$5,000	\$5,000
		\$3,000	\$5,000
		\$10,000 (\$1,000 per day per visit)	\$15,000 (\$1,500 per day per visit)

SECTION 1 – MEDICAL EXPENSES BENEFIT

If the Insured Person suffers from Bodily Injury or Sickness during the Journey and incurs reasonable medically necessary expenses during the Journey, the Company will reimburse the actual Medical Expenses to the Insured Person up to the maximum limit as specified in the Table of Benefits, provided that:

- (1) the Company's indemnity applies only to Medical Expenses incurred outside Hong Kong;
- (2) only in the event of the Insured Person sustaining Bodily Injury, the expression "Medical Expenses" also extends to include the costs of treatment by a qualified dental surgeon;
- (3) where Medical Expenses for Confinement are payable under this Section, the sub-limit for room and board charges as stated in the Table of Benefits shall apply. For the purpose of this Section, room and board shall mean Hospital accommodation charges including meals and general nursing services reasonably incurred by the Insured Person who is registered as an inpatient in a Hospital.

Follow-up Medical Expenses

Notwithstanding Paragraph (1) above, the Company will indemnify the Insured Person up to the maximum limit as stated in the Table of Benefits against any actual Medical Expenses charged by a Registered Medical Practitioner in Hong Kong for the continuation of medical treatment sought by the Insured Person for the above Bodily Injury or Sickness within 90 consecutive days after the Insured Person's return to Hong Kong from the Journey, provided that the medical treatment for such Bodily Injury or Sickness has first been sought from a Registered Medical Practitioner during the Journey prior to his return to Hong Kong. The Follow-up Medical Expenses benefit also includes treatment received from a registered physiotherapist and/or a Registered Chinese Medicine Practitioner in Hong Kong including Chinese bone-setting and acupuncture, for the same Bodily Injury and Sickness, up to the sub-limit as specified in the Table of Benefits.

In any circumstances, the maximum amount payable under this Section for an Insured Person shall not exceed HK\$500,000 for Plan A or HK\$1,000,000 for Plan B. For Insured Person aged below 18 years or over 70 upon the commencement date of the Period of Insurance, the maximum amount of benefit payable shall be limited to HK\$250,000 for Plan A and HK\$350,000 for Plan B respectively.

Special Exclusions applicable to Section 1

The Company will not be liable under this Section in respect of:

- (1) any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, and medical equipment and accessories;
- (2) any expenses related to treatment or services undertaken without the related recommendation of a Registered Medical Practitioner; routine physical examinations or health check-ups not incidental to the treatment or Diagnosis of a suspected covered Bodily Injury or Sickness sustained or contracted during the Journey within the Period of Insurance;
- (3) any Medical Expenses incurred after 180 days of the date of the Bodily Injury or Sickness sustained or contracted during the overseas Journey;
- (4) for surgery or medical treatment which in the opinion of the Registered Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to Hong Kong;
- (5) any additional cost of single or private room or semi-private room accommodation at a Hospital (unless written document issued by Hospital proves that ward room has been fully occupied and the Insured Person has to be Confined in such accommodation); or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment; non-medical personal services such as radio, telephone and the like;
- (6) any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms);
- (7) dental treatment not resulting directly from Bodily Injury that occurred during the Journey;
- (8) treatment or aid obtained in Hong Kong, except as provided for under Follow-up Medical Expenses above; or
- (9) surgery or medical treatment which is not substantiated by a written report from a Registered Medical Practitioner.

SECTION 2 – PERSONAL ACCIDENT BENEFIT

(A) Accident on Public Conveyance

In the event that during the Journey the Insured Person suffers from Accidental Bodily Injury while riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any Public Conveyance, the Company will pay in accordance with the percentage stated in the Table of Personal Accident Benefit hereunder up to the maximum limit as stated in the Table of Benefits, but only to the extent and provided that such Bodily Injury results in any one of the following Insured Events listed in the Table of Personal Accident Benefit within 12 consecutive months after the date of the Accident.

For Insured Person aged below 18 or over 70, the maximum limit under this Section 2 (A) shall be HK\$250,000 (for Plan A) or HK\$350,000 (for Plan B) and subject to the Benefits Payable (Percentage of Maximum Limit shown in the Table of Benefits) as stated in the Table of Personal Accident Benefit.

(B) Other Accidents

In the event that the Insured Person suffers from Bodily Injury resulting from Accident other than the Accident referred in Section 2 (A) – Accident on Public Conveyance above during the Journey, the Company will pay in accordance with the percentage stated in the Table of Personal Accident Benefit hereunder up to the maximum limit as stated in the Table of Benefits, but only to the extent and provided that if such Bodily Injury results in any one of the following Insured Events within 12 consecutive months after the date of the Accident.

For Insured Person aged below 18 or over 70, the maximum limit under this Section 2 (B) shall be HK\$250,000 (for Plan A) or HK\$350,000 (for Plan B) and subject to the Benefits Payable (Percentage of Maximum Limit shown in the Table of Benefits) as stated in the Table of Personal Accident Benefit.

(C) Major Burns Benefit

The Company will pay HK\$200,000 (for Plan A) or HK\$300,000 (for Plan B) if an Insured Person suffers from third degree burns with the destruction of the skin of the Insured Person to its full depth and damage to the tissue beneath with burnt areas equal to or greater than (i) 2% of the total head surface area, or (ii) 10% of the total body surface area, resulting solely from an Accident during the Journey, provided that the assessment of the burns is certified by a Registered Medical Practitioner with medical reports and full Diagnosis. For Insured Person aged below 18 or over 70, the maximum limit payable under this Section 2 (C) shall be HK\$100,000 for Plan A and HK\$150,000 for Plan B respectively. Any payment made under this Major Burns Benefit shall be deducted from the compensation payable under any other benefits of this Section in respect of the same Bodily Injury.

Table of Personal Accident Benefit		
Insured Events		Benefits Payable (Percentage of Maximum Limit shown in the Table of Benefits)
A.	Accidental Death	100%
B.	Permanent Disablement	
1.	Total Loss of Sight of both eyes or total Loss of two Limbs	100%
2.	Total Loss of Sight of one eye and total Loss of one Limb	100%
3.	Total paralysis or Bodily Injuries resulting in the Insured Person being Permanently bedridden	100%
4.	Permanent Total Disablement	100%
5.	Total Loss of Sight of one eye or total Loss of one Limb	50%
6.	Loss of four fingers and thumb of one hand	50%
7.	Loss of four fingers of one hand	40%
8.	Loss of thumb	
	(a) both phalanges	25%
	(b) one phalanx	10%
9.	Loss of index finger	
	(a) three phalanges	10%
	(b) two phalanges	8%
	(c) one phalanx	4%
10.	Loss of each other finger	
	(a) three phalanges	5%
	(b) two phalanges	3%
	(c) one phalanx	2%
11.	Loss of toes	
	(a) all toes of one foot	15%
	(b) great toe both phalanges	5%

	(c) great toe one phalanx	2%
	(d) other than great toe, each	1%
12.	Loss of Hearing	
	(a) both ears	50%
	(b) one ear	15%
13.	Permanent and total Loss of Speech	50%

Special Definitions applicable to Section 2

For the purposes of Section 2:

"Loss of Hearing" means Permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in an ear or both ears irremediable by surgical or other means of treatment.

"Loss of Limb" shall mean

(a) in the case of an upper limb loss by physical severance at or above wrist or Permanent total loss of use of an entire arm or hand; and

(b) in the case of a lower limb loss by physical severance at or above ankle or Permanent total loss of use of an entire leg or foot.

Permanent total loss of use of member shall be treated as loss of member.

"Loss of Sight" means the entire and Permanent irrecoverable loss of all sight of an eye or eyes rendering the Insured Person absolutely blind beyond remedy by surgical or other treatment.

"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.

"Permanent/Permanently" means lasting not less than 12 consecutive months from the date of an Accident and at the expiry of that period being beyond hope of improvement.

"Total Disablement" means when as the result of Bodily Injury and commencing within 12 consecutive months from the date of an Accident the Insured Person is totally disabled and prevented from engaging in any gainful occupation or employment of any and every kind for the remainder of his life.

Special Exclusion applicable to Section 2

This Section does not cover any disease, sickness, Pre-existing Condition or any loss caused by a Bodily Injury which is a consequence of any kind of disease and/or sickness.

Special Conditions applicable to Section 2

(1) Compensation shall not be payable under more than one item of Insured Events B1 - B13 listed in the Table of Personal Accident Benefit in respect of the same Accident. Should more than one of the Insured Events occur as a result of the same Accident, only the Insured Event with the highest compensation will be payable under this Section.

(2) Upon the occurrence of an Accident resulting in a claim under this Section to any one Insured Person in this Policy, all benefits under this Policy shall then immediately cease to be in force with regard to such Insured Person, but such termination shall be without prejudice to any claim originating out of that Accident.

(3) For any disablement in relation to Insured Events B1 - B13 existed prior to a Bodily Injury covered under this Policy and the Insured Person becomes totally disabled or has a Total Disablement as a result of such Bodily Injury, the percentage of maximum limit payable shall be determined by the Company having regard to the extent of disablement caused by the covered Bodily Injury. However, no payment shall be made in respect of any disablement or Total Disablement prior to the Bodily Injury.

(4) In the event of the death of the Insured Person, benefit shall be paid in accordance with the provisions of General Condition (15).

(5) Disappearance

If the Insured Person's body is not found for no less than 12 consecutive months after the date of the disappearance following wrecking or sinking of aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling at the time of the Accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered death resulting from Bodily Injury caused by Accident covered by this Policy at the time of such disappearance. Death payment is subject to the receipt of a signed undertaking by the estate beneficiary of the Insured Person and that such payment shall be refunded to the Company if it is later discovered that the Insured Person is found to be living and had not suffered death as a result of the Accident.

SECTION 3 – WORLDWIDE EMERGENCY ASSISTANCE SERVICES

In the event of the Insured Person having suffered Serious Bodily Injury or Serious Sickness whilst travelling outside Hong Kong, the Company will, where medically necessary, arrange and pay for the following services through the assistance of Europ Assistance Hong Kong Limited (hereinafter called **"EA Hong Kong"**):

(A) Emergency Medical Evacuation

EA Hong Kong's medical team may recommend Confinement in a medical facility where the Insured Person can be suitably treated and arrange:

(1) the transfer of the Insured Person to the nearest Hospital or medical facility;

(2) if necessary, on medical grounds, the transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a Hospital more appropriately equipped for such Serious Bodily Injury or Serious Sickness; or

(3) if the Insured Person's conditions permit, the direct repatriation of the Insured Person to an appropriate Hospital or medical facility in Hong Kong, including road ambulance transfers to and from the airports, with necessary medical supervision by scheduled airline.

(B) Repatriation after Local Treatment

Following local emergency treatment and if medically necessary according to the joint and exclusive decision of the attending Registered Medical Practitioner and EA Hong Kong's medical team and/or the Company's medical advisers, the Company will arrange and pay for the repatriation of the Insured Person to Hong Kong by scheduled airline (on economy class) or any other appropriate means of transportation (on economy class) including any supplementary transportation to and from the airport if the original ticket of the Insured Person is not valid for this purpose.

(C) Hospital Deposit Guarantee

The Company shall provide guarantee or pay any required Hospital admittance deposit on behalf of the Insured Person in the event of a Bodily Injury or Sickness requiring Confinement outside Hong Kong provided that there is a valid claim under Section 1 and the amount payable under this Section 3 (C) shall be deducted from the Medical Expenses Benefit under Section 1 and the Company's liability under this Section 3 (C) shall be limited to HK\$40,000.

(D) Repatriation of Unattended Children

In the event of the death of the Insured Person which results in a claim under Section 2 or his Bodily Injury or Sickness which results in a claim under Section 1, the Company will, where circumstances so warrant, arrange and pay for the cost of a scheduled airline ticket (on economy fare basis) for any Children under 18 years of age left unattended overseas on their return journey to Hong Kong if the original ticket is not valid for the return. If necessary, the Company will also pay for a qualified attendant to accompany any such dependent Children for return journey provided that the Company's liability under this Section 3 (D) shall not exceed HK\$40,000.

(E) Compassionate Visit

In the event of the Insured Person's Bodily Injury or Sickness which results in a claim under Section 1 and which necessitates the Confinement of the Insured Person overseas for more than 7 consecutive days or in the event of death of the Insured Person resulting in a claim under Section 1 or 2, the Company will arrange and pay for the costs of a return scheduled airline ticket (on economy class) or any other reasonable transportation means (on economy class) for a close relative or a designated person to travel from Hong Kong to the place where the Insured Person is Confined or died and to pay for the reasonable costs of accommodations up to HK\$1,200 per day for up to a maximum period of 5 consecutive days provided that the Company's liability under this Section 3 (E) shall not exceed HK\$40,000.

(F) Repatriation of Mortal Remains

In the event of the Insured Person sustaining death during the Journey as a direct result of Bodily Injury or Sickness arising from causes/circumstances not excluded under the terms and conditions of this Policy, the Company shall pay for the reasonable expenses for repatriating the body or ashes of the deceased Insured Person to Hong Kong or pay for the reasonable funeral expenses incurred in the country where such death took place as approved by EA Hong Kong. Provided that the Company's liability under this Section 3 (F) shall not exceed HK\$30,000 any one deceased Insured Person.

(G) 24-Hour Worldwide Emergency Assistance Hotline

The Company has arranged with EA Hong Kong for the Insured or the Insured Person to access 24-Hour Worldwide Emergency Assistance Hotline at **(852) 2861 9232** for medical advice, travel or routing information and/or legal advice.

Limitations to Liabilities

(1) The service provider of Worldwide Emergency Assistance Services, EA Hong Kong, is an independent service provider and is not an agent, employee or servant of the Company to provide such respective services to the Insured Person upon his request. Accordingly, EA Hong Kong shall be responsible for its own acts, and the Insured, Insured Person or Insured Person's estate beneficiary/representative shall not have any recourse or claim against the Company in connection with any services rendered by EA Hong Kong. The Company shall make no representation, warranty or undertaking as to the availability of the services arranged and provided by EA Hong Kong. The Company has no responsibility or liability of any act, default, negligence, error or omission of EA Hong Kong or any of its respective employees, agents or representatives. Furthermore, the Company assumes no liability in any manner and shall not be liable for any loss arising out of or

howsoever caused by any advice given or services rendered by or any acts or omissions of any other service providers including but not limited to Registered Medical Practitioners, Hospitals and clinics.

- (2) The Company and EA Hong Kong shall not be held responsible for any delays or failures in providing assistance under the respective Section 3 (A) to (G) directly or indirectly caused by or contributed to by or in consequence of or resulting from acts of God, or any circumstances and conditions beyond their control, including but not limited to, any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, Act of Terrorist, political coup, riot and civil commotion, administrative or political impediments or radioactivity, industrial action, adverse weather condition, flight conditions or situations where the rendering of the services is prohibited or delayed by local laws, regulators or regulatory agencies, or Infectious Disease requiring quarantine or isolation by law or the Public Conveyance provider.
- (3) In no event shall the Company be liable under Section 3 or in the course of the provision of the "Worldwide Emergency Assistance Services", for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
- (4) The Company may cancel this "Worldwide Emergency Assistance Services" by giving 30 days' prior notice to the Insured or Insured Person at the address last known to the Company.

Special Exclusions applicable to Section 3

The Company shall not be liable for:

- (1) any costs and/or expenses in respect of the services rendered without authorisation of the Company and/or intervention of EA Hong Kong;
- (2) any costs and/or expenses which would have been payable if the event giving rise to the intervention of EA Hong Kong had not occurred;
- (3) any costs and/or expenses in respect of rest cure or sanatorium care to the Insured Person;
- (4) any expenses more specifically covered under any insurance policy;
- (5) any claim or circumstance or situation relating to Infectious Disease which requiring quarantine or isolation by law or the Public Conveyance provider;
- (6) any claim in respect of minor Bodily Injury or Sickness which in the opinion of the EA Hong Kong's Registered Medical Practitioner can be adequately treated locally and which do not prevent the Insured Person from continuing the Journey;
- (7) any expenses incurred where the Insured Person in the opinion of the EA Hong Kong's Registered Medical Practitioner is physically able to return to Hong Kong sitting as a normal passenger and without medical escort, unless deemed necessary by the EA Hong Kong's Registered Medical Practitioner; or
- (8) any claim directly or indirectly caused by or contributed to by or resulting from or in consequence of any events or situations including but not limited to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, Act of Terrorist, revolution, insurrection, civil commotion, nuclear, chemical or biological attack which has/have already taken place at (a) the time of application of the insurance (applicable to single trip cover); or (b) the time of booking or reservation of the Journey (applicable to Annual Cover) in respect of the Insured Person.

Special Conditions applicable to Section 3

- (1) Where the Company has arranged for the repatriation, the Insured Person shall surrender to the Company the unused portion of his original air ticket.
- (2) Any decision on what constitutes necessary repatriation or evacuation of the Insured Person shall be made jointly and exclusively by the attending Registered Medical Practitioner and EA Hong Kong and/or the Company.
- (3) In the event where services are required under this Section 3, the Insured Person or his representative shall contact EA Hong Kong's 24-Hour Worldwide Emergency Assistance Hotline at (852) 2861 9232. The party making such call will be required to firstly identify name of the Company and then the Insured Person's name, his Policy number, and his Hong Kong Identity Card or Passport number as well as nature of assistance, the location and contacts. After validation and subject to consent of the Company, EA Hong Kong or its authorised representatives will provide services and settle the bills as required in accordance with the terms, conditions and exclusions of this Policy.

SECTION 4 – TRANSLATION SERVICE IN OVERSEAS HOSPITAL

The Company will pay the reasonable costs up to the maximum limit as specified in the Table of Benefits, incurred by the Insured Person in engaging the services of a local translator and/or interpreter in the overseas Hospital where the Insured Person is Confined over 24 hours, caused by Bodily Injury or Sickness during the Journey.

SECTION 5 – OVERSEAS HOSPITAL CASH ALLOWANCE

Provided that the Medical Expenses benefit under Section 1 is payable, the Company will also pay a cash allowance for each complete day of 24 hours of the Insured Person's Confinement during the Journey outside Hong Kong, in the amount specified in the Table of Benefits up to the maximum limit.

Special Exclusion applicable to Section 5

The Company will not be liable under this Section if the Confinement is less than a continuous period of 24 hours.

SECTION 6 – TRIP CANCELLATION

(A) Trip Cancellation

The Company will pay for the loss of unused tour package or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour costs which have been paid in advance by the Insured Person and for which the Insured Person is legally liable and which is forfeited and not recoverable from any other sources consequent upon the cancellation of the Journey necessitated by the occurrence of any of the following (i) after the time of application of the insurance in respect of single trip cover, or after the time of booking the scheduled Journey within the Period of Insurance as specified in the Policy Schedule for Annual Cover; or (ii) 30 days before the departure date of the planned Journey (except for Paragraphs (3) and (4) below), whichever is the later;

- (1) sudden death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member or Travel Companion;
- (2) jury service or witness summons of Insured Person;
- (3) unexpected outbreak of strike, industrial action, adverse weather conditions, natural disaster at the planned destination within 7 days before the departure date of the planned Journey; or
- (4) serious damage to the Insured Person's principal home in Hong Kong by the occurrence of fire, explosion, or earthquake within 7 days before the departure date of the planned Journey which requires the Insured Person's presence in Hong Kong on the commencement date of the Journey for the purpose of police investigation.

Provided that total amount payable under this Section 6 (A) shall not exceed the maximum limit stated in the Table of Benefits.

(B) Single Occupancy

The Company will reimburse the Insured Person, up to the maximum limit stated in the Table of Benefits, for the additional cost incurred as a result of a change in the per person occupancy rate applicable to the prepaid tour package or Travel Ticket and/or accommodation and/or Overseas Local Tour, in the event of sudden death, Serious Bodily Injury or Serious Sickness of the Travel Companion which occurs (i) after the time of application of the insurance in respect of single trip cover, or after the time of booking the scheduled Journey within the Period of Insurance as specified in the Policy Schedule for Annual Cover; and (ii) within 7 days before the commencement date of the insured Journey and the Insured Person decides to travel as planned.

Special Conditions applicable to Section 6

- (1) The Insured Person can only claim once under either Section 6 (A) or 6 (B) arising from the same cause.
- (2) When a claim is payable or paid under Section 6 (A), no other Sections will be payable, all benefits under this Policy shall be ceased and this Policy shall be terminated.

SECTION 7 – TRIP CURTAILMENT

The Company will indemnify the Insured Person against the loss of unused portion of the forfeited and irrecoverable prepaid fees for tour package or Travel Ticket and/or accommodation and/or Overseas Local Tour included in the contracted Journey, and the additional actual Public Conveyance expenses reasonably and necessarily incurred, in the event that the Insured Person has to abandon the Journey necessarily and unavoidably and return to Hong Kong after the Journey has begun arising directly from:

- (1) sudden death, Serious Bodily Injury or Serious Sickness of the Insured Person or his Immediate Family Member or Travel Companion;
- (2) unexpected outbreak of strike, industrial action, adverse weather conditions, natural disaster at the planned destination which prevents the Insured Person from continuing the Journey; or
- (3) serious damage to the Insured Person's principal home in Hong Kong arising from fire, explosion or earthquake which requires the presence of the Insured Person.

The benefit payable under this Section 7 in relation to the loss of unused tour package expenses or Overseas Local Tour cost forfeited will be calculated in proportion of the tour package expenses or Overseas Local Tour cost to the number of days remaining after the relevant interruption of the Journey. In no event shall the total amount payable under this Section 7 – Trip Curtailment exceed the maximum limit specified in the Table of Benefits.

A claim can only be made once under either Section 7 – Trip Curtailment or Section 8 – Trip Re-routing or Section 9 – Travel Delay under this Policy in respect of any loss arising from the same cause.

SECTION 8 – TRIP RE-ROUTING

In the event the Journey has to be re-routed after its commencement as a direct result of strike, industrial action, adverse weather conditions, natural disaster or hijack, which prevents the Insured Person from continuing his original scheduled Journey when he is outside Hong Kong, the Company will reimburse the additional expenses for Public Conveyance and/or accommodation (less any prepaid expenses of unused accommodation recoverable from the relevant providers) reasonably and inevitably incurred by the Insured Person solely for the purpose of continuing the Journey to the original planned destination outside Hong Kong or returning to Hong Kong before the scheduled return day, provided that:

- (1) the Insured Person shall have secured a confirmed advanced booking of Travel Ticket and accommodation prior to the Journey;
- (2) the Insured Person shall surrender any original unused portion of Travel Ticket to the Company if they are no longer valid for travel;
- (3) in no event shall the total amount payable under this Section 8 – Trip Re-routing exceed the maximum limit specified in the Table of Benefits; and
- (4) a claim can only be made once under either Section 7 – Trip Curtailment or Section 8 – Trip Re-routing or Section 9 – Travel Delay under this Policy in respect of any loss arising from the same cause.

Special Exclusions applicable to Section 6, Section 7 and Section 8

These Sections do not cover:

- (1) any circumstances leading to the cancellation, curtailment or re-routing of the Journey which is existing or announced before or at the time of the insurance application (for single trip cover) or the time of booking the scheduled Journey (for Annual Cover);
- (2) any loss arising from any circumstances where the Insured Person fails to notify the travel agency, tour operator, Public Conveyance provider and/or other provider of any service forming part of the booked itinerary of the need to cancel or curtail the travel arrangement immediately when it is found necessary to do so;
- (3) the Insured Person fails to check in for the departure of the Public Conveyance by the time specified by the Public Conveyance provider;
- (4) the Insured Person fails to act upon the instructions of the Public Conveyance providers or their agents or the airport authority as appropriate;
- (5) any loss resulting from any unlawful act or criminal proceedings of any person on whom the travel plans depend;
- (6) for failure to obtain or provide (i) a written medical report from the Registered Medical Practitioner or (ii) a written confirmation of cancellation of booked items from the travel agency, tour operator, Public Conveyance provider and/or other provider of any service forming part of the booked itinerary;
- (7) any loss directly or indirectly arising from any government's regulations control or act, or air traffic control by local government or relevant authorities; bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, Public Conveyance provider and/or other provider of any service forming part of the booked itinerary;
- (8) any loss directly or indirectly arising from disinclination to travel or financial circumstances of the Insured Person or Travel Companion;
- (9) any training or studying or coaching courses fee and/or deposits; or
- (10) any loss if the Insured Person refuses to follow the recommendation of a Registered Medical Practitioner to return to Hong Kong or refuses to continue the Journey whilst the Insured Person's physical condition at the time of recommendation is fit for travel (applicable to Section 7 – Trip Curtailment only).

SECTION 9 – TRAVEL DELAY

Either Benefit 9 (A) or 9 (B) stated below shall be payable by the Company in the event the departure time or the arrival time of the Public Conveyance in which the Insured Person has arranged to travel is delayed during the Journey for at least 6 consecutive hours from the time specified in the original travel itinerary directly due to strike, adverse weather conditions, natural disaster, hijack or mechanical and/or electrical breakdown of Public Conveyance.

(A) Cash Allowance

A cash allowance for each and every full 6 consecutive hours' delay up to the maximum limit as stated in the Table of Benefits will be paid. Provided that the Insured Person can only claim for either departure delay or arrival delay (but not both) of the same Public Conveyance.

The period of delay will be calculated as follows:

- departure delay will be calculated starting from the original scheduled departure time of the Public Conveyance specified in the travel itinerary provided to the Insured Person, until the actual departure time of (i) the original Public Conveyance; or (ii) the first available alternative transportation offered by that Public Conveyance provider; or
- arrival delay will be calculated starting from the original arrival time specified in the travel itinerary provided to the Insured Person, until the actual arrival time of (i) the original Public Conveyance; or (ii) the first available alternative transportation offered by that Public Conveyance provider.

If the Insured Person has consecutive connecting flights and/or other conveyances during the same Journey, each period of travel delay cannot be accumulated for more than one conveyance. The Insured Person can only claim for travel delay arising from any one of such conveyances during the same Journey.

(B) Additional Expenses

The additional Public Conveyance expenses reasonably and inevitably incurred by the Insured Person for taking alternative means of transport of the same fare class as originally selected by the Insured Person to reach the planned destination as specified in his original itinerary, and/or the additional, reasonable and inevitable accommodation expenses incurred outside Hong Kong, up to the maximum limit as stated in the Table of Benefits, as a direct consequence of travel delay.

Special Exclusions applicable to Section 9

This Section does not cover:

- (1) the travel delay arising from an act of omission on the part of the Insured Person, including the failure to confirm the advance booking or check-in or arrival at the departure gate at the scheduled time before departure;
- (2) where the Insured Person has not secured a confirmed advance booking prior to the commencement of an industrial action, adverse weather conditions, natural disasters, hijack or mechanical and/or electrical breakdown of Public Conveyance concerned;
- (3) where the Insured Person fails to check in for the departure of the Public Conveyance by the time specified by the provider;
- (4) where the Insured Person fails to act upon the instructions of the Public Conveyance providers or their agents or the airport authority as appropriate;
- (5) any delay arising from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider; or
- (6) delay arising from any circumstance which is existing or announced before the time of the insurance application (for single trip cover) or the time of booking the scheduled Journey (for Annual Cover).

Special Conditions applicable to Section 9

- (1) Each Insured Person can claim once under either Section 9 (A) or 9 (B) but not both for the same Journey.
- (2) A claim can only be made once under either Section 7 – Trip Curtailment or Section 8 – Trip Re-routing or Section 9 – Travel Delay under this Policy in respect of any loss arising from the same cause.
- (3) The Insured Person must have checked in for the original scheduled Public Conveyance and all claims must be substantiated by written confirmation from the Public Conveyance provider on the number of hours of delay and the reason for such delay or such other proof as the Company may reasonably require.

SECTION 10 – PERSONAL BAGGAGE AND PERSONAL EFFECTS

The Company will pay the Insured Person up to the maximum limit and sub-limit as stated in the Table of Benefits for the accidental physical loss of or damage to the personal baggage and personal effects (including clothing, golf equipment and personal effects worn or carried, and articles purchased by the Insured Person on the Journey) occurring during the Journey and owned by the Insured Person. The Company may make payment or, at its option, reinstate or repair the personal baggage and personal effects as the Company may elect (less wear and tear, depreciation in value, and such depreciation shall be applied at sole discretion of the Company). If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost. Provided that (i) the Insured Person shall take reasonable precautions to ensure the safety of the personal baggage and personal effects and (ii) the damaged personal baggage and personal effects must be examined by the Insured Person upon receipt from the carrier.

The Company also will pay the Insured Person up to the sub-limit as stated in the Table of Benefits for accidental physical loss of or damage to:

- (1) one unit of laptop (means a laptop, notebook or sub-notebook computer. However, personal digital assistant (PDA), hand-held computer (HHC) and tablet PC of any kind are excluded from this category.) ("Laptop") in respect of any one Insured Person; and
- (2) one unit of mobile phone (including smartphone, personal digital assistant (PDA), or similar device with telecommunications function and other accessories, but smartwatch is excluded from this category) ("Mobile Phone") in respect of any one Insured Person;

being carried by and owned by the Insured Person during the Journey.

Special Exclusions applicable to Section 10

The Company will not be liable for:

- (1) any loss of or damage to money (including cash, banknotes, cheques, travellers cheques, postal or money orders etc.), plastic money (including credit cards and Octopus cards etc.), Travel Document, transportation, accommodation or any other travel vouchers or coupons, securities, bonds, negotiable instruments, title deeds,

- manuscripts, business documents, goods or samples;
- (2) any loss of or damage to any kind of jewellery or accessories made of or contain of any kind of gold, platinum, diamond, jade or pearl which is not worn and owned by the Insured Person at the time of loss or damage;
 - (3) any loss of or damage to any aerial device (including unmanned aircraft system and aerial photography equipment) and their accessories and spare parts;
 - (4) any loss of or damage to the following properties: pager, foodstuffs and/or medicine, tobacco, dentures and/or its appliances, motor vehicles (including accessories), motorcycles, bicycles, boats, or any other conveyances, household furniture, animals, antiques, objects of art or sculpture;
 - (5) any damage to or replacement of any electronic data or software;
 - (6) any loss of or damage to accessories of Mobile Phone or Laptop unless the related Mobile Phone or Laptop is lost or damaged at the same time;
 - (7) Laptop with any problems or defects triggered by software and malicious code (including but not limited to download of such software);
 - (8) breakage or damage to fragile or brittle articles of every description, contact or corneal lenses, china, crystal, glass or porcelain;
 - (9) any loss of golf balls unless contained in the golf bag which is lost at the same time or damage to golf balls in play; any damage or loss of sports equipment and accessory while in use;
 - (10) any loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, or its resulting loss or damage, or overwinding of watches or clocks;
 - (11) any loss due to mysterious disappearance or unexplained loss;
 - (12) any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Act of Terrorist or action taken by governmental authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade;
 - (13) any loss not reported to the local police or public authority within 24 hours of discovery and such local report is not obtained;
 - (14) any loss or damage whilst in the custody of a hotel or Public Conveyance, unless reported immediately on discovery in writing to such hotel or Public Conveyance within 3 days and a property irregularity report is obtained if the event occurs in an aircraft;
 - (15) loss of or damage to any property that is left behind or unattended in a Public Conveyance or unlocked vehicle, or in vehicle which is left unattended with no one inside, or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property;
 - (16) any loss of property which occurs when it is not being on the same Public Conveyance as the Insured Person, or souvenirs and articles mailed or shipped separately;
 - (17) loss of or damage to any property specifically insured elsewhere or otherwise reimbursed by Public Conveyance provider or a hotel;
 - (18) loss of or damage to any property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred by the Insured Person; or
 - (19) any loss claimed under Section 11 – Baggage Delay arising from the same cause.

Special Conditions applicable to Section 10

- (1) Where any insured item insured under this Section consists of articles in a pair, set or collection, the Company shall not pay more than the value of any particular part or parts which may have been damaged or lost, and such payment shall be without reference to any special value which such article or articles may have as part of such pair, set or collection, nor shall the Company pay more than a proportionate part of the value of the pair, set or collection.
- (2) Upon any payment being made under this Section 10, the Company shall be entitled to take and retain the benefit and value of any recovered or damaged property includes Mobile Phone and to deal with salvage at the Company's absolute discretion.

SECTION 11 – BAGGAGE DELAY

The Company will pay for the actual expenses, up to the maximum limit as specified in the Table of Benefits, incurred for emergency purchases of essential toiletries or clothing if the Insured Person suffers temporary deprivation of personal baggage for at least 6 consecutive hours from the scheduled arrival time at destination outside Hong Kong due to delay or misdirection in delivery of the Insured Person's checked baggage during the Journey. This benefit can only be utilised once during any one Journey.

Special Exclusions applicable to Section 11

No benefit will be paid:

- (1) if the delay has not been certified by an official property irregularity report from the airline or in writing from the tour operator on the number of hours of delay and the reason for such delay;
- (2) if the delay is as a result of detention or confiscation by customs or other law enforcing officials;
- (3) for any loss which occurred after the Insured Person returns to Hong Kong or reaches his final destination;
- (4) for any loss unless documentation is produced by the Insured Person showing details of the expenditure; or
- (5) for any loss claimed under Section 10 – Personal Baggage and Personal Effects arising from the same cause.

SECTION 12 – LOSS OF TRAVEL DOCUMENT

In the event of loss of the Insured Person's Travel Document as a direct result of fire theft burglary natural disasters or accidents during the overseas Journey, the Company will reimburse the Insured Person up to the maximum limit as specified in the Table of Benefits for (i) the actual expenses reasonably and necessarily incurred to obtain replacement of lost Travel Document; and (ii) the costs of additional expenses for Public Conveyance and/or accommodation reasonably and necessarily incurred by such Insured Person for the sole purpose of obtaining a replacement of lost Travel Document from the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such document, provided that the travelling class and/or the room type for the accommodation shall not be better than the original travelling class and/or the room type for accommodation.

Special Exclusions applicable to Section 12

The Company will not be liable for:

- (1) any loss where the Insured Person fails to report to the police within 24 hours upon discovery of such loss and for which a police report is not obtained at the place of loss;
- (2) any loss contributed to by the Insured Person leaving the Travel Document unattended in a public place;
- (3) any fines or penalties incurred due to non-replacement or late replacement of the Travel Document;
- (4) loss of any Travel Document which is not necessary to complete the Journey;
- (5) any loss of the Travel Document arising from the confiscation by a government authority, customs official or police;
- (6) any unexplained loss or mysterious disappearance; or
- (7) the replacement costs of both the temporary and permanent versions of the same Travel Document. In the event of such loss, the Insured Person may claim either one version but not both.

SECTION 13 – PERSONAL MONEY

The Company will reimburse the Insured Person up to the maximum limit stated in the Table of Benefits for the loss of personal money including cash, banknotes, cheques, travellers cheques, postal or money orders belonging to and being carried by the Insured Person arising directly from theft, burglary or robbery occurring during the Journey. Provided that all losses must be reported to the local police, for loss of travellers cheques, additionally to the local branch or agent of the issuing authority, within 24 hours upon discovery of the loss and evidence of such report shall be provided to the Company.

No benefit will be payable for any Insured Person aged below 12 on the commencement date of the Journey.

Special Exclusions applicable to Section 13

This Section does not cover:

- (1) any loss of money not belonging to but being carried by the Insured Person;
- (2) any loss of money belonging to and/or carried by any Insured Person aged below 12 on the commencement date of the Journey;
- (3) any loss in the way of cash withdrawal through automatic teller machine;
- (4) any loss related to stored-value devices or digital money or other instruments of payment of any kind, including but not limited to credit value of credit card, Octopus Card, any stored-value card, other prepaid electronic ticket and digital wallet;
- (5) any loss or shortages due to an error or omission, any fluctuation in any rate of currency exchange, devaluation, or confiscation by any governmental authorities of any kind; or
- (6) any unexplained loss or mysterious disappearance.

SECTION 14 – UNAUTHORISED USE OF LOST CREDIT CARD

The Company will pay for the monetary loss caused by unauthorised use of the Insured Person's credit card due to accidental physical loss, theft, or robbery of the credit

card which is carried with the Insured Person during the Journey outside Hong Kong, up to the maximum limit stated in the Table of Benefits. Provided that loss of credit card must be reported to the local police and the issuer of the card as soon as practicable, but not later than 24 hours of the loss, or discovery of the loss, and evidence of such report shall be provided to the Company. And claims payable shall be confined to the unauthorised transactions made during the Journey outside Hong Kong.

Special Exclusions applicable to Section 14

This Section does not cover:

- (1) any unauthorised transactions made beyond the Journey;
- (2) any loss in the way of cash withdrawal through automatic teller machine; or
- (3) unauthorised use of the credit card by Immediate Family Member of the Insured Person.

SECTION 15 – PERSONAL LIABILITY

The Company will indemnify the Insured Person against his legal liability to third parties arising out of any event occurring during the Journey as a result of:

- (a) accidental death or bodily injury of any person; or
- (b) accidental loss of or damage to property of any person

as a direct result of the Insured Person's negligence towards the third parties.

Provided that the maximum amount payable under this Section, including costs and expenses incurred by or on behalf of the Insured Person with the written consent of the Company, is limited to the maximum limit as stated in the Table of Benefits in respect of any one occurrence or all occurrences of a series arising out of or attributable to one source or original cause irrespective of the number of claimants.

Special Exclusions applicable to Section 15

The Company does not cover any liability, loss or claim directly or indirectly arising from, in connection with, resulting from, in respect of, or due to:

- (1) death or bodily injury of any family members or employee of the Insured or of the Insured Person;
- (2) loss of or damage to property belonging to or in the custody or control of the Insured Person, or family member or employee of the Insured or of the Insured Person, or Travel Companion;
- (3) the ownership or occupation of any land or property other than occupation of temporary holiday accommodation;
- (4) the ownership, possession, hire, driving or use of electrically or mechanically propelled vehicles, pedal cycles, electric skateboarding, electric wheelchairs, aircrafts, model aircrafts, unmanned aircraft systems, watercraft, firearm, weapon or animal;
- (5) insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms;
- (6) admission, offer, promise, payment or indemnity made or admitted or given by or on behalf of the Insured or the Insured Person without prior written consent of the Company;
- (7) any wilful, malicious or unlawful act of and/or on behalf of Insured Person;
- (8) any criminal proceedings, fines, penalties, punitive, aggravated or exemplary damages;
- (9) any business, profession, trade or employment;
- (10) any liability which attaches by virtue of an agreement and which would not have attached in the absence of such agreement;
- (11) pollution or contamination;
- (12) any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via Insured's or Insured Person's website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means; or
- (13) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

Special Condition applicable to Section 15

In connection with any claim(s) indemnifiable under this Section, the Company may at any time pay to the Insured Person up to the maximum limit as stated in the Table of Benefits (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim(s) can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim(s) except for costs and expenses recoverable from the Insured Person or incurred with the written consent of the Company in respect of matters prior to the date of such payment.

SECTION 16 – HOME CARE BENEFIT

The Company will pay up to the maximum limit and sub-limit stated in the Table of Benefits for the accidental physical loss of or damage to the Home Contents within the Insured Person's principal home in Hong Kong which is unoccupied by any person during the Journey as a direct result of fire or burglary involving the use of forcible and violent entry to or exit from the premises. The Company may make payment or at its sole discretion reinstate or repair the lost or damaged Home Contents subject to due allowance for wear and tear and depreciation.

Special Definition applicable to Section 16

"Home Contents" means household goods, home appliances, personal belongings, furniture, fixtures and fittings (including interior decorations) belonging to the Insured Person or a member ordinarily residing in the principal home.

Special Exclusions applicable to Section 16

This Section does not cover:

- (1) any loss of or damage to cash, banknotes, cheques, travellers cheques, postal or money orders, bonds or securities, bills of exchange, promissory notes, record or book or similar tokens, luncheon vouchers or other coupons, stored value cards, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates, contact or corneal lenses, mobile phones, computers or laptop computers and all relating accessories, Travel Ticket, foodstuffs, animals, motor vehicles (including accessories), motorcycles, boats, any other conveyances, loss of data recorded on tapes, cards, diskettes or otherwise;
- (2) special equipment or apparatus used in connection with any profession, business or employment;
- (3) any loss not reported to the police within 24 hours after the Insured Person returns to Hong Kong from the Journey and for which a police report is not obtained;
- (4) shortage due to error, omission, exchange or depreciation in value;
- (5) loss due to use of any key or duplicate thereof to gain access to the Insured Person's principal home irrespective of whether the key belongs to the Insured Person;
- (6) any loss or damage occasioned through the recklessness or wilful act of the Insured Person or a member ordinarily residing in the principal home or with the connivance of the Insured Person or a member ordinarily residing in the principal home; or
- (7) any loss arising from the Insured Person not taking all reasonable efforts to take due care and precautions for the safeguarding and security of the Home Contents within the Insured Person's principal home in Hong Kong to avoid or to minimize any claim and loss under this insurance.

SECTION 17 – OVERSEAS RENTAL VEHICLE EXCESS PROTECTION

The Company will reimburse the Insured Person up to the maximum limit stated in the Table of Benefits for the motor insurance policy excess or deductible payable under a rental agreement of a vehicle in the event that the Insured Person rents or hires a rental vehicle in the course of the Journey which is involved in a collision whilst under the control of the Insured Person or such rental vehicle is stolen or damaged in parking during the Journey. In no event shall this benefit be paid more than once per Journey.

Special Exclusions applicable to Section 17

No benefit will be paid for:

- (1) any loss or damage under the influence of alcohol or drugs of the Insured Person who is controlling the rental vehicle during the rental period;
- (2) any loss or damage owing to illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
- (3) any liability other than loss of or damage to the rental vehicle;
- (4) any charges for the loss of use of the rental vehicle or similar kind of charges imposed by the rental company including but not limited to non-operation charge (NOC); or
- (5) the rental of the following types of vehicles: motorcycles, mopeds, motorbikes, trucks, commercial vehicles, off-road vehicles, vans and vehicles with more than 9 seats.

Special Conditions applicable to Section 17

- (1) The vehicle is hired from a licensed vehicle rental company and a rental agreement between the Insured Person and the licensed vehicle rental company is signed.
- (2) A comprehensive motor insurance policy providing coverage on the rental vehicle during the rental period is taken out by the Insured Person.
- (3) The Insured Person is at the time of the accident duly licensed to drive the vehicle and is not taking part in or practising for speed or time trials of any kind.
- (4) All the terms and conditions of the rental agreement and those of the applicable comprehensive motor insurance policy are duly complied with.

SECTION 18 – TRAUMA COUNSELLING

In the event that the Insured Person is Diagnosed as suffering from a post-traumatic stress disorder (notwithstanding Paragraph (6) under Special Exclusions applicable to Section 1 and Paragraph (1) (d) under General Exclusions) by a Registered Medical Practitioner as a direct result of his being a victim or eye-witness with first-hand information of a traumatic event which is Serious Bodily Injury, Act of Terrorist, armed robbery, hijack, natural disaster or rape during the Journey outside Hong Kong and requiring counselling service from a registered psychiatrist or registered clinical psychologist, the Company will pay the reasonable and necessary medical expenses, up to the maximum limit stated in the Table of Benefits, incurred for such counselling service (i) during the Journey; and/or (ii) in Hong Kong within 90 days after the Insured Person's return from the Journey.

GENERAL EXCLUSIONS (applicable to all Sections unless specifically specified otherwise)

The Company will not be liable:

- (1)
 - (a) for any claim if the Journey commences outside Hong Kong;
 - (b) if the Insured Person is below 6 months of age or over 75 years of age at the commencement of the Period of Insurance unless specifically declared to and accepted by the Company;
 - (c) for any claim resulting from wilful, malicious, criminal, unlawful or deliberate acts of the Insured or Insured Person or any family member of the Insured or of the Insured Person, or Travel Companion;
 - (d) for any claim resulting from insanity, mental or nervous disorders of the Insured Person, or the Insured Person being under the influence of intoxicating alcohol or drugs (unless taken according to proper medical prescription and direction of Registered Medical Practitioner and not for treatment of drug addiction);
 - (e) for any consequential loss or consequential damage of any kind or description including loss of delay unless specifically extended by the Company; or
 - (f) for any loss, costs or expenses are recoverable from any other insurance scheme, government program, travel agent, tour operator, Public Conveyance providers, any providers of travel accommodation and transport arrangements or any third party (except for Section 2 – Personal Accident Benefit, Section 5 – Overseas Hospital Cash Allowance and Section 9 (A) – Travel Delay Cash Allowance);
- (2) for any claim, loss, damage, expense, liability, injury directly or indirectly arising from or in consequence of or in connection with or happening through or resulting from:
 - (a) any Pre-existing Conditions, including but not limited to congenital or hereditary conditions;
 - (b) any circumstance, incident or event which exists or is known to exist or ought to be known or announced or publicly known or an announcement contemplating them on or before the time of application of the insurance (applicable to single trip cover), or the time of booking or reservation of the Journey (applicable to Annual Cover);
 - (c) suicide or attempted suicide, intentional self-inflicted bodily injuries, wilful exposure to needless peril except in an attempt to save human life, pregnancy maternity abortion miscarriage childbirth venereal and/or sexually transmitted disease; or
 - (d) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused;
- (3) for the consequences occasioned by or happening through the Insured Person:
 - (a) travelling against the advice of a Registered Medical Practitioner or for the purpose of obtaining medical or surgical treatment;
 - (b) engaging in any service or duty with military service, armed forces, police; being as a crew member; engaging in any kind of manual labour work, hazardous offshore activities including commercial diving, oil rigging, mining; handling of explosives, site working, stunt works and aerial photography;
 - (c) engaging in or taking part in or practicing for any of the following activities:
 - (i) flying or other aerial activities except while travelling as a fare-paying passenger in a licensed passenger carrying aircraft operated by a recognised airline or air charter company and not as pilot or air crew nor for the purpose of any trade or technical operation in or on the aircraft;
 - (ii) any sports or games in a professional capacity (including but not limited to activities which involve a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) or where the Insured Person would or could earn income or remuneration from engaging in such sport;
 - (iii) trekking or parachuting or hiking at an altitude limit greater than 5,000 metres above sea level or diving to a depth greater than 30 metres below sea level or mountaineering (necessitating the use of ropes or pitons);
 - (iv) any kind of speed time trial or any form of race competition including but not limited to car racing, motor rallies and competition, horse-racing, and competitions of swimming, sailing, bicycling, skiing and so forth (other than on foot); or
 - (d) participating in strike, riot, civil commotion, or Act of Terrorist;
- (4) in respect of any claim, loss, damage, expense, liability, injury directly or indirectly occasioned by, or happening through or in consequence of:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war;
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
 - (c) confiscation or nationalisation commandeering requisition or destruction of or damage to property by or under the order of any government or public or local authority of the country or area in which the Insured Person is travelling;
- (5) in respect of any claim, loss, damage, expense, liability, injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (a) nuclear weapons material;
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exclusion (5), combustion shall include any self-sustaining process of nuclear fission; or
 - (c) asbestos in whatever form or quantity;
- (6) in respect of any claim, loss, damage, expense, liability, injury directly or indirectly caused by or arising from or in consequence of or contributed to by any Act of Terrorist.

It is also agreed that regardless of any contributory causes, this Policy does not cover any loss, damage, liability, injury, cost or expense directly or indirectly arising out of (a) biological or chemical Contamination; and (b) missiles bombs grenades or explosives due to any Act of Terrorist.

For the purpose of this General Exclusion (6), "Contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This General Exclusion (6) also excludes loss damage liability bodily injury cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorist. In the event any portion of the Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This General Exclusion (6) shall not be applicable to Section 1 – Medical Expenses Benefit, Section 2 – Personal Accident Benefit, Section 3 – Worldwide Emergency Assistance Services and Outbound Travel Alert (OTA) Extension of this Policy.
- (7) for any claim, loss, damage, expense, liability directly or indirectly caused by, arising from, or consisting of, in whole or in part:
 - (a) the use or misuse of the internet or similar facility;
 - (b) any electronic transmission of data or other information;
 - (c) any computer virus or similar problem;
 - (d) the use or misuse of any internet address, web site or similar facility;
 - (e) any data or other information posted on a web site or similar facility;
 - (f) any loss of data or damage to any computer system, including but not limited to hardware or software;
 - (g) the functioning or malfunctioning of the internet or similar facility, or of any internet address, web site or similar facility; or
 - (h) any infringement, whether intentional or unintentional, of intellectual property rights (including but not limited to trademark, copyright or patent).

For the avoidance of doubt, this Policy shall not be liable for:

 - (a) loss of or damage to or destruction of 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;
 - (b) loss damage or destruction 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; or
 - (c) any claim caused by contributed to by or arising in whole or in part from the failure of any data processing system, whether the property of the Insured or not, to capture save retain or to correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.
- (8) Property Cyber and Data Exclusion (LMA5401)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

 - (a) Cyber Loss;
 - (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection

with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

"Cyber Incident" means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured/Insured Person or any other party.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(9) IT Clarification Clause

It is hereby noted and agreed that loss of, damage to or destruction of Property Insured covered under this Policy shall mean physical loss of, physical damage to or physical destruction of the substance of property.

Physical loss of, physical damage to or physical destruction of the substance of property shall not include loss of, damage to or destruction of 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 or destruction of 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;
- (b) loss, damage or destruction 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.

(10) Communicable Disease Exclusion (D06) (applicable to Section 2 – Personal Accident Benefit and Section 15 – Personal Liability only)

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure/cover any actual or alleged loss, damage, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease, or
- (b) any property insured, wherever applicable, hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured, wherever applicable, hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the Policy remain the same.

(11) COVID-19 / Pandemics Exclusion (applicable to all Sections except Section 2 – Personal Accident Benefit and Section 15 – Personal Liability)

Notwithstanding any provision to the contrary, this insurance does not insure/cover any actual or alleged loss, damage, liability, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, expense, fines, penalty or any other amount directly or indirectly caused by, in connection with, contributed to by, resulting from, in any sequence, originating from, in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived:

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the Company alleges that by reason of General Exclusions (2)(a), (4)(a), (4)(b), or (6), any loss, damage, liability, injury, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured, Insured Person and/or any other person claiming to be indemnified.

GENERAL CONDITIONS (applicable to all Sections)

(1) Validity of Policy

The Policy is only valid for conventional leisure travel or business travel (limited to administrative, clerical and non-manual works only) purposes only and shall not apply to persons undertaking expeditions, treks or similar journeys.

(2) Interpretation

- (a) This Policy, including the Certificate of Insurance and/or Policy Schedule, and the endorsements and amendments, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Certificate of Insurance and/or Policy Schedule shall bear such meaning wherever it may appear.
- (b) 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.
- (c) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the definitions section of these terms and conditions.

(3) Insured's Representation, Warranty and Undertaking

The Insured hereby represents, warrants and undertakes to the Company that: (a) he is duly authorised by all Insured Persons to act for them to apply for, make change to, administer, terminate, renew (if necessary) and/or accept service of notice and proceedings in relation to this Policy; and (b) except for claims handling or resolving dispute, the Insured is the only person that the Company needs to communicate with in relation to this Policy, and that the Company does not need to communicate with the Insured Persons. All Insured Persons agree with the above representation, warranty and undertaking of the Insured.

(4) Conditions Precedent to Liability

The due observance and fulfilment of all the terms and conditions of this Policy by the Insured, Insured Person, or anyone acting on his behalf insofar as they relate to anything to be done or not to be done or complied with by the Insured, Insured Person, or anyone acting on his behalf, and the truth of the contents of the application, Proposal Form and/or Declaration shall be a condition precedent to any liability of the Company to make any payment or to provide indemnity under this Policy.

At the time of effecting this Policy the Insured Person must be fit to travel, otherwise the Company shall have the right to repudiate any liability under this Policy.

(5) Age Limit

For single trip cover, anyone who is between the age of 6 months and 75 inclusive is eligible to enrol in this Policy. For Annual Cover, the Insured Person must be between the age of 18 and 70. All benefits would be payable according to the age of the Insured Person on the commencement date of the Period of Insurance of the Policy.

The Insured Person must be over the age of 18 years on the commencement date of the Period of Insurance of this Policy if he insures for individual policy, otherwise, the Insured must be his parent or Legal Guardian. For Insured Person aged below 12 years must be accompanied by an adult in the entire Journey.

- (6) **Misstatement of Age**
If the age of any Insured Person has been mis-stated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. However, if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective or would have ceased prior to the acceptance of such premium, then the Company will be entitled to void or terminate this Policy and refund the premium without liability for any claim.
- (7) **Reasonable Care**
The Insured or Insured Person shall act in a prudent manner and exercise reasonable care and prevent accident, Bodily Injury, Sickness, loss or damage.
- (8) **Mitigation of Loss**
The Insured Person shall be obliged to use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or liability and/or any loss of and/or damage to any insured property under any circumstances.
- (9) **Other Insurance**
If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, the Company shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance. This General Condition however shall not be applicable to any claim under Section 2 – Personal Accident Benefit, Section 3 – Worldwide Emergency Assistance Services, Section 5 – Overseas Hospital Cash Allowance and Section 9 (A) – Travel Delay Cash Allowance of this Policy.
- (10) **Duplicate Insurance**
If the Insured Person is covered under more than one travel insurance policy underwritten by the Company for the same Journey, the Company shall only be liable for the policy which provides the highest amount of benefit. For the sake of clarity, the word “policy” herein means individual policy as well as group policy.
- (11) **Fraud**
If any claim under this Policy shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, this Policy shall be void and no claim shall be payable.
- (12) **Notice of Claim**
Written notice of claim must be given to the Company within 30 days following the occurrence of any event giving rise or likely to give rise to a claim under this Policy. In the event of death of the Insured Person, immediate notice thereof must be given to the Company by the legal personal representative of the Insured Person. The Insured, Insured Person or his legal personal representative shall at his expense furnish to the Company such certificates information and evidence as the Company may reasonably require. The Company shall be entitled to insist on production of damaged articles and proof as to the existence ownership and cost of articles lost or stolen in the event of a claim under Section 10, or to have a post mortem examination on any deceased Insured Person at the Company's own expense in the event of a claim under Section 2, or to medically examine the Insured Person in the event of a claim under Section 1, Section 2 or Section 3.
The Insured or the Insured Person must not admit deny offer promise repudiate settle or negotiate any claim from any third party without the Company's written consent. Any writ summon or other legal document served on the Insured or the Insured Person in connection with a possible claim must be unacknowledged and sent to the Company immediately. The Company shall be entitled to at its discretion take over the conduct defence or settlement of any third party claim on behalf of the Insured and/or the Insured Person.
- (13) **Proof of Claim**
Written proof in support of a claim must be furnished to the Company within 30 days from the date of issuance of receipt of the claim form provided to the Company. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as the Company may reasonably require shall be furnished at the expense of the claimant without any expense to the Company.
- (14) **Claims Admittance**
In no case shall the Company be liable in respect of any claim after the expiry of 12 months from the occurrence of the incident giving rise to a claim under this Policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.
- (15) **Payment of Claims**
The Company will pay all benefits (except for Section 3 (A), 3(B) and 3 (F)) to the Insured Person for their respective rights and interests. For Insured Person aged below 18, payment of claims shall be made to the parent or Legal Guardian of the Insured Person. Benefits payable under Section 3 (A) – Emergency Medical Evacuation, Section 3 (B) – Repatriation after Local Treatment and Section 3 (F) – Repatriation of Mortal Remains will be paid directly to the service provider. In the event of death of the Insured Person, the Company will pay all the pending benefits to the estate beneficiary of the Insured Person. All indemnities provided in this Policy will be paid only after the receipt of due proof upon the Company's approval. The receipt of payment of claims by the Insured, Insured Person, estate beneficiary of the Insured Person, or parent or Legal Guardian of the Insured Person who is aged below 18 shall in all cases be final and complete discharge of all liabilities of the Company under this Policy.
All payment of claims in this Policy shall be in Hong Kong dollars based on the exchange rate prevailing at the date of loss.
- (16) **Subrogation**
The Company has the right to proceed at its own expense in the name of the Insured and/or the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy, and the Insured and/or the Insured Person shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company is entitled by virtue of its right hereunder.
- (17) **Cancellation**
(a) Cancellation by the Company:
The Company may cancel this Policy by sending 30 days' prior notice in writing to the Insured at his last known address and, in such event, the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.
The Company will be entitled to cancel this Policy at any time with immediate effect in the event of fraud, material misstatement, concealment or breach of utmost good faith on part of Insured, Insured Person or anyone acting on his behalf.
(b) Cancellation by the Insured:
For single trip cover, no refund of premium will be made once the Policy is issued. For Annual Cover Policy, the Insured has the right to cancel this Policy or by giving 7 days' prior notice in writing to the Company. In the event of such cancellation, the Insured shall be then entitled to a refund of the unused part of premium paid in respect of the unexpired Period of Insurance calculated as per the refund premium table below provided that no claim has occurred and will be/has been made during the current Period of Insurance.
- | Policy Period Covered | Refund Premium |
|------------------------|-----------------------|
| Not exceeding 3 months | 50% of annual premium |
| Not exceeding 4 months | 25% of annual premium |
| Exceeding 4 months | No Refund |
- (18) **Sanction Clause**
It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.
If the Company alleges that by reason of this Clause, any loss, damage, liability, injury, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured, the Insured Person and/or anyone acting on his behalf.
- (19) **Rights of Third Parties**
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- (20) **Change in Information**
The Insured must
(a) submit a written notification of any change in name, age or correspondence address stated in the Policy Schedule immediately; and
(b) give notice to the Company, for Annual Cover Policy, prior to renewal of this Policy of any injury, disease, sickness, health condition, physical or mental defect or infirmity affecting the Insured Person of which the Insured or Insured Person has become aware of during the Period of Insurance.
- (21) **Clerical Error**
Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

(22) Refund of Premium

Notwithstanding any other provisions, if the Company is required to refund any of the premium, the refund shall be made to the Insured.

(23) Policy Not Assignable

This Policy is not assignable, and the Company shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

(24) Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Company shall disclaim liability to the Insured and/or the Insured Person and/or the estate of the Insured Person for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(25) Governing Law and Jurisdiction

The Policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the Arbitration clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

SPECIAL ENDORSEMENTS

The following Endorsements shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by the Endorsements, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of the Endorsements, the provisions of the Endorsements shall prevail.

(A) COVID-19 Extension

Notwithstanding General Exclusions (11) COVID-19 / Pandemics Exclusion of this Policy, it is hereby noted and agreed that if the Insured Person is Diagnosed with COVID-19 whilst outside Hong Kong during the Journey, the Company will:

- (1) provide coverages under Section 1 – Medical Expenses Benefit, Section 3 – Worldwide Emergency Assistance Services and Section 5 – Overseas Hospital Cash Allowance of this Policy;
- (2) extend the insurance cover of the Insured Person, Insured Person's spouse/children/parents and person aged below 18 accompanied by the Insured Person for up to 21 days without charges provided that they are insured under the same policy. This benefit is applicable to single trip cover only.

Provided always that:

- (a) this COVID-19 Extension will not be provided if the Insured Person (i) fails to be vaccinated with at least 2 doses of COVID-19 Vaccine recognised by the Government of Hong Kong before the Journey (not applicable to Insured Person aged below 12) and/or (ii) fails to comply with the COVID-19 Vaccination related entry requirement of the destination the Insured Person is travelling to. For the avoidance of doubt, Insured Person will not be covered under this Extension notwithstanding that he is medically unsuitable for COVID-19 Vaccination and obtained a COVID-19 Vaccination Medical Exemption Certificate (Exemption Certificate);
- (b) the Insured Person must not have travelled against the advice from the Government of Hong Kong or any local authority at the planned destination of the Journey;
- (c) no benefit will be paid for COVID-19 testing expenses unless the Insured Person is Diagnosed with COVID-19;
- (d) no benefit will be paid for any confinement of quarantine;
- (e) this Extension shall not cover any losses or expenses relating to any other pandemic or epidemic; and
- (f) the Company will not pay the benefits if pre-departure COVID-19 polymerase chain reaction (PCR) test is done, and the Insured Person is tested positive within 72 hours prior to the scheduled departure date.

(B) Outbound Travel Alert (OTA) Extension

Notwithstanding General Exclusions (4), it is hereby declared and agreed that in the event that the Security Bureau of Hong Kong has hoisted the Red Outbound Travel Alert (hereinafter called "Red OTA") or Black Outbound Travel Alert (hereinafter called "Black OTA") against the planned destination(s) of a Journey after the Insured Person has paid for any travel expenses of such Journey as covered under this Policy, (a) the "Trip Cancellation" benefit under Section 6 and the "Trip Curtailment" benefit under Section 7 shall be extended to cover the circumstances as set out in Paragraphs (1) and (2) of this Extension; and (b) the "Refund of Administration Fee charged by the Travel Agent or Visa Fee" benefit set out in Paragraph (3) of this Extension shall be incorporated into the Policy.

(1) Trip Cancellation

If the Red OTA or Black OTA is hoisted within 7 days before the commencement date of the Journey and the Insured Person has to cancel such Journey, or the travel agent has to cancel the group tour travel due to Red OTA or Black OTA, the Company will pay for the loss of unused tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour expenses which have been paid in advance and for which the Insured Person is legally liable and which are forfeited and not recoverable from any other sources, subject to the sub-limits below:

- (a) Red OTA – reimburse up to 50% of the loss of unused tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour cost which have been paid in advance or up to the maximum limit stated in the Table of Benefits under Section 6 – Trip Cancellation, whichever is lower.
- (b) Black OTA – reimburse up to 100% of the loss of unused tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour cost which have been paid in advance or up to the maximum limit stated in the Table of Benefits under Section 6 – Trip Cancellation, whichever is lower.

(2) Trip Curtailment

If the Red OTA or Black OTA is hoisted during the Journey (provided that the Red OTA or Black OTA was not hoisted on the departure date) and the Insured Person has to abandon the Journey necessarily and unavoidably and return to Hong Kong, the Company will pay for the loss of unused portion of the forfeited and irrecoverable prepaid tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour cost included in the contracted Journey and the additional actual Public Conveyance expenses reasonably and necessarily incurred, subject to the sub-limits below:

- (a) Red OTA – reimburse up to 50% of the loss of unused tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour cost and the additional actual Public Conveyance expenses or up to the maximum limit stated in the Table of Benefits under Section 7 – Trip Curtailment, whichever is lower.
- (b) Black OTA – reimburse up to 100% of the loss of unused tour package expenses or Travel Ticket and/or accommodation expenses and/or Overseas Local Tour cost and the additional actual Public Conveyance expenses or up to the maximum limit stated in the Table of Benefits under Section 7 – Trip Curtailment, whichever is lower.

The benefit payable for the curtailment expenses in relation to the loss of unused tour package expenses and/or Overseas Local Tour cost forfeited will be calculated in proportion of the tour package expenses or Overseas Local Tour cost to the number of days remaining after the relevant interruption of the Journey.

(3) Refund of Administration Fee charged by the Travel Agent or Visa Fee

If the Red OTA or Black OTA is hoisted within 7 days before the commencement date of the Journey and the Insured Person has to cancel such Journey, the Company will pay the irrecoverable administration fee charged by the travel agent, Public Conveyance provider, accommodation provider and/or visa fee paid for the entry into the planned destination(s), up to HK\$300 in aggregate to the Insured Person.

Special Exclusions applicable to the above Paragraphs (1), (2) and (3):

This Extension does not cover:

- (a) if the Red or Black OTA is hoisted or announced to the planned destination(s) before or at (i) the time of the insurance application (for single trip cover); or (ii) the time of booking the scheduled Journey (for Annual Cover);
- (b) if the Insured Person refuses to take the first available alternative transportation offered by the original Public Conveyance provider (applicable to the above Paragraph (2) only); or
- (c) if the issuance of Red or Black OTA for the planned destination(s) is due to the reason of a pandemic.

Special Condition applicable to the above Paragraphs (1) and (2):

The Insured Person must first recover the tour fees and/or travelling/accommodation fees from the travel agent and/or Public Conveyance provider and/or provider of any service before the Company pays the remaining irrecoverable costs.