



# **TravelSurance**

# The Policy

Please read this policy carefully

Applicable to policy application from 30 Nov 2018 onwards

You and your family are advised to keep this card for emergency needs. 請您和您的家人保存此卡,以便緊急時致電求助。



Emergency assistance services:

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Your right to change your mind (applicable to MultiTrip Policy only)

If You are not completely satisfied, or Our plan's coverage overlaps with Your other existing protection plans coverage or exceed Your needs, then please return the Policy to Us within 30 days. We will cancel this plan and refund any premium You have paid. Otherwise, We will assume You have accepted this plan subject to its terms and conditions.

# Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by You and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of Your Policy.
- No refund can be made if a claim has already been paid.

Should You have any queries or need further explanation, You may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to Us.

# **AXA General Insurance Hong Kong Limited**

Mailing Address: P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong Office Address: 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong Insurance Service Hotline: (852) 2867 8678



# **Personal Information Collection Statement**

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("**Purposes**"), including:

- 1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group ("our affiliates") or our business partners (see "Use and provision of personal data in direct marketing" below), and administering, maintaining, managing and operating such products/services:
- 2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3. providing subsequent services to you, including but not limited to administering the policies issued;
- 4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6. evaluating your financial needs;
- 7. designing products/services for customers;
- conducting market research for statistical or other purposes;
- 9. matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11. conducting identity and/or credit checks and/or debt collection;
- 12. complying with the laws of any applicable jurisdiction;
- 13. carrying out other services in connection with the operation of the Company's business; and
- 14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2. \*The Hongkong and Shanghai Banking Corporation Limited ("HSBC") for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers' obligations;
- 3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 5. credit reference agencies or, in the event of default, debt collection agencies;
- 6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

# Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;

- 2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products:
- 3. the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and correction of personal data". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

**Data Privacy Officer** 

AXA General Insurance Hong Kong Limited

5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

\* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company's distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company's distribution agent.

# TRAVELSURANCE POLICY WORDINGS

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# TRAVELSURANCE POLICY WORDINGS

# Thank you for choosing AXA to protect Your travel plans.

We agree 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).

#### A Quick Overview

Before You, the Insured Person, go on Your Trip, We would like to take a few moments to share with You some important information of this Policy which are terms and conditions of this Policy.

# 1. What this Policy consists of

This Policy is a separate contract of insurance between each Policyholder as policyholder and AXA as insurer, and it consists of:

- (a) This Policy Wordings;
- (b) The Policy Schedule;
- (c) Any Endorsements; and
- (d) The insurance application of the Applicant as agent for and on behalf of the Policyholder as principal (which also includes the situation where the Applicant himself is the Policyholder), declarations made by the Applicant for and on behalf of himself, Policyholders and Insured Persons, and any other information given.

# 2. Background of this Policy

The Applicant as agent for and on behalf each Policyholder as principal by an application including declarations made by the Applicant for and on behalf of himself, Policyholders and Insured Persons, which shall be the basis of each relevant contract of insurance, has applied for insurance and We have agreed to provide such insurance.

Where the application and declaration is in respect of more than one Policyholder, We further only agree to provide the insurance on the basis that this Policy, notwithstanding any other provisions, is deemed and accepted to constitute separate contracts of insurance in respect of each Policyholder.

3. When the insurance cover starts and when the insurance cover ends.

You can refer to the Benefit Table of Part 2 below – "When the benefits pay" column for an overview. For exactly when the insurance cover starts and when it ends, please refer to the definition of "Period of Insurance" as well as other sections for details.

# Eligibility and Scope of Cover:

#### 1 Geographical Limits

Asia Bangladesh, Bhutan, Brunei, Cambodia, Guam, India, Indonesia, Japan, South Korea, Laos, Macau Special Administrative Region (SAR), mainland China, Malaysia, Maldives, Mongolia, Myanmar (Burma), Nepal,

Pakistan, Philippines, Saipan, Singapore, Sri-Lanka, Taiwan, Thailand, Timor-Leste, Tinian and Vietnam

Worldwide Any countries / regions in the world including countries / regions as listed in the "Asia" above.

Notwithstanding the covered countries / regions mentioned above, this Policy does not cover if You are travelling to the countries / regions as mentioned under the 'Excluded countries and territories' list of HSBC/AXA which is updated by HSBC on its website from time to time.

# 2 Age Limits

Insurance is subject to the following:

Adult Person aged 18 or above.

Child Person aged under 18. Please refer to the definition of "Child" for details.

These are conditions precedent to Our liability under this Policy.

#### 3 Single Trip Policy

The maximum duration allowed is 366 days per Policy.

# 4 MultiTrip Policy

- 1. You can make unlimited Trips to the selected Geographical Limits as long as each Trip does not exceed 100 days.
- 2. Downgrade of plan option is not allowed during the Period of Insurance.

# 5 For this Policy to be effective

- 1. The Applicant must purchase the Policy in Hong Kong.
- 2. The original point of departure of Your Trip must be from Hong Kong.

#### 6 Automatic Extensions

Your Policy will automatically be extended without additional premium for up to 10 days in the event that You are unavoidably delayed in the course of Your scheduled Trip as stipulated prior to departure due to an unexpected reason or condition, solely and independently of any other cause, entirely beyond the Insured Person's control.

# 7 Place of Departure

Your Policy is only valid for a Trip originating from Hong Kong.

# Part 1 - Definitions

The words listed below have these special meanings when they appear in this Policy with the first letter capitalized.

Words	Definitions	
We/ Us/ Our/ Insurer/ Company	AXA General Insurance Hong Kong Limited.	
Accident / Accidental	A sudden and unforeseen event that solely and independently results in Bodily Injury disablement or death and which is not caused by an illness or medical condition suffered by You; or loss of or damage to property, whichever applies.	
Adult	Any person aged 18 or above.	
Applicant	The person who applies for the Policy as agent for and on behalf of the Policyholder as principal. The Applicant is named in the Policy Schedule.	
Benefit Table	The table listing the benefit amounts in Part 2 of this Policy wordings.	
Bodily Injury	Bodily injury caused by accidental, violent, external and visible means. It does not include any sickness or naturally occurring medical condition or degenerative process.	
Child/Children	Any dependent unmarried child, including any stepchild and legally adopted child of the Policyholder, who is aged under 18. For insured Child aged under 12, he must be accompanied by an Adult during the Trip. For insured Child aged between 12 and below 18 who is not travelling with an Adult, he can be insured under the Policy upon payment of necessary premium for each individual Child.	
Chinese Medicine Practitioner	A duly qualified practitioner of Chinese medicine registered and legally authorized as such under the laws of the country / region of his practice to render Chinese medicine and/or to render acupuncture Treatment or bone-setting, in which the claim arises where the Treatment takes place, but excluding the Insured Person himself, the Applicant, the Policyholder, the Insured Person's Eligible Family Members or a relative of the Insured Person.	
Common Carrier	<ul> <li>a. Any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other public transportation provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers,</li> <li>b. Any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports,</li> <li>c. Any regularly scheduled airport limousine operating on fixed routes and schedules.</li> </ul>	
Contribution / Excess	The amount of claim You pay when You make a claim as shown in Your Policy, before any claim is payable by Us.	
COVID-19	An infectious disease named by the World Health Organisation as "COVID-19" and caused by severe acute respiratory syndrome SARS-COV-2.	
Curtailment	Abandonment by return to Place of Residence or Place of Business after arrival at the scheduled destination of the planned Trip as shown on the itinerary.	
Designated Hospital	Any hospital in the Hospital List of the China Medical Card provided by Us. We reserve the right to update the Hospital List at Our own discretion without prior notice.	

Electronic Items	Any computers (including laptops, notebooks and tablets), e-reader, smart watch, diabetes or blood pressure monitor, gaming devices and digital recorder which are portable and intended for personal use but excluding sports equipment and photographic equipment.	
Eligible Family Members	Partner, Spouse and/or Children.	
Emergency Assistance Service	An independent service provider appointed by Us to provide services covered by Policy. It is not Our employee, agent, or servant, and We will not be liable for any or failure to act on the part of it.	
Endorsement	An authorized amendment to the terms of the Policy.	
Hong Kong	Hong Kong Special Administrative Region.	
Hospital	A legally constituted establishment operated pursuant to the laws of the country / region in which it is based, and meeting all of the following requirements in that it:  i) Operates primarily for the reception, medical care and Treatment of sick, ailing or injured persons as in-patients;  ii) Admits in-patients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;  iii) Maintains organised facilities for medical diagnosis and Treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;  iv) Provides a full-time nursing service by and under the supervision of a staff of registered or graduated nurses;  v) Maintains a legally licensed Physician in residence.  "Hospital" shall not include the following:  i) a clinic, nursing, rest or convalescent home of similar establishment, a place for alcoholics or drug addicts;  ii) a mental institution; an institution confined primarily to the Treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;  iii) a place for the aged including elderly centre; a rest home  iv) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.	
Hospitalized / Hospitalization	Being confined in a Hospital as a registered in-patient under the care of a Physician because of medical necessity (and not merely for any form of nursing, convalescence, rehabilitation or extended care).	
Insured Person / You / Your / Yourself	Eligible persons for insurance cover who are named in the Policy Schedule.	
Legal Guardian	A guardian appointed under or acting by virtue of the Guardianship of Minors Ordinance (cap. 13 of Laws of Hong Kong).	
Loss of Sight/Eye	The total and 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 Limb	Loss by physical separation arm at or above the wrist or ankle joint, or total Loss of Use.	
Loss of Speech	The disability in articulating any three of the four sounds which contribute to t speech such as the labial sounds, the alveololabial sounds, the palatal sounds at the velar sounds or total loss of vocal cord or damage of Speech centre in the bracesulting in aphasia.	
Loss of Use	Total functional disablement.	
Maximum Duration of Trip	A period of 366 days from the beginning of the Trip for Single Trip Policy; or a period of 100 days for each Trip under a MultiTrip Policy, as may be applicable.	
Medical Treatment Expenses	The actual expenses paid to a Physician or Chinese Medicine Practitioner or Hospital for medical, surgical or nursing Treatment which is Medically Necessary, including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and Treatment unless such Treatment is Medically Necessary by Accidental injuries to sound natural teeth.	

Medically Necessary	Reasonable and essential medical services and supplies, ordered by a Physician or Chinese Medicine Practitioner exercising prudent clinical judgment, needed to diagnose or treat a sickness, Bodily Injury or its symptoms, and that meet generally accepted standards of medical practice.		
Overseas	The countries/territories outside of Hong Kong and which are in the Geographical Limits that You have chosen at the time of application.		
Pair / set	Items forming part of a set or which are normally used together.		
Pandemic	Pandemic as announced by the World Health Organisation.		
Partner	Someone with whom You live in a relationship equivalent to marriage, whether of the same or opposite gender.		
Period of Insurance	<ul> <li>Shall have the meaning as stated in the Policy Schedule subject to the Maximum Duration of Trip.</li> <li>(1) For all sections (except for Section 10A. Trip Cancellation or Loss of Deposit), the cover shall commence <ul> <li>when You leave Your Place of Residence or Place of Business (whichever is the later),or</li> <li>at the starting date of the period of insurance as stated in the Policy Schedule, whichever is later, for the sole and direct purpose of commencing the Trip, and shall end</li> <li>at the time of direct return to Your Place of Residence or Place of Business, or</li> <li>at the end date of the period of insurance as stated in the Policy Schedule or of the extended period, where applicable, or</li> <li>at the expiration of the Maximum Duration of Trip (for MultiTrip policy) whichever is the earlier.</li> </ul> </li> <li>In any event, insurance shall not commence more than 24 hours prior to scheduled departure time and shall cease 24 hours after scheduled return to Hong Kong.</li> <li>(2) For Section 10A. Trip Cancellation and Loss of Deposit, the cover shall</li> </ul>		
Permanent Total Disablement	commence upon our approval of the application and issuance of the Policy.  After 12 calendar months of total continuous disability which has resulted from Accidental Bodily Injury and which has commenced within 30 days after the date of the accident, You are completely unable to engage in any substantially gainful occupation or employment for the remainder of his life.		
Personal Money	Cash, cheques, travellers' cheques and money orders belonging to You, excluding credit cards, withdrawal cards, ATM cards, stored value cards (such as Octopus cards and electronic money which is exchanged electronically over a technical device such as a computer or mobile phone.		
Physician	A duly qualified practitioner of western medicine registered and legally authorized as such under the laws of the country / region of his practice to render western medical or surgical services, in which the claim arises where the Treatment takes place, but excluding Yourself, the Applicant, the Policyholder, Your Eligible Family Members or Your relative.		
Place of Business	The place where You normally work within Hong Kong.		
Place of Residence	The place where You normally live within Hong Kong.		
Policyholder	The policyholder of the Policy. If the Insured Person is an Adult, the Policyholder is the Insured Person as named in the Policy Schedule. If the Insured Person is a Child, the Policyholder is either the parent or Legal Guardian of the Insured Person, as named in the Policy Schedule in relation to that Child.		
Policy Schedule	Is the schedule which is attached to and formed part of the Policy.		
Pre-existing Condition	Injury, sickness, disease or medical condition which existed before :  (a) the Period of Insurance (for Single Trip Policy); or (b) the beginning of each Trip (for MultiTrip Policy)  in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should have reasonably been aware.		

Relative	Your mother, father, sister, brother, spouse/Partner, or fiancé/fiancée, daughter, son, including legally adopted daughter or son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, foster child, Legal Guardian, or legal ward.
Serious Bodily Injury / Serious Sickness	<ul> <li>(a) When applied to You, it refers to any Bodily Injury or sickness that results in You being certified by a Physician as unfit to continue with Your Trip.</li> <li>(b) When applied to Your Eligible Family member, travelling companion, close business associate etc, it refers to he suffers bodily injury or sickness which necessitates Your return to or stay in Hong Kong to take care as he is Hospitalized and requires immediate medical treatment by a Physician.</li> </ul>
Service Provider	An independent service provider appointed by Us to provide services covered by this Policy. It is not Our employee, agent, or servant, and We will not be liable for any acts or failure to act on the part of it.
Sickness / Illness	Sickness or disease contracted and commencing during the Trip, and excludes any Preexisting Condition.
Sports Equipment	Articles that are used (including balls, bats, sticks for hockey and lacrosse, racquets and nets for tennis, bicycle, golf equipment, skiing/snowboarding gears) during participation in a recognized physical sport, but excluding the clothing. The Sports Equipment must be owned by You and not hired by, loaned or entrusted to You. This definition excludes any electronic or motorized equipment.
Spouse	Same sex or opposite sex spouse legally married according to the law of the country / region in which the spouse is married.
Sum Insured	The maximum limit that the relevant Section or Sub-section will pay in accordance with Part 2-Benefit Table, based on Your Plan chosen as shown in Your Policy Schedule.
Travel Alert	Is the alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert:  - Amber Alert  - Red Alert  - Black Alert  Definition of the Travel Alert may be changed by Us from time to time based on changes to the OTA System communicated by the Government of Hong Kong.
Travel Delay	The duration calculated from the original departure time of Your scheduled transportation to one of the following:  (a) The next available re-scheduled departure time offered by the same provider of the transportation which You travel in; or  (b) The departure time of the alternative scheduled transportation which You arrange and travel in, provided it departs earlier than the next available rescheduled departure time offered by the original transportation provider.
Travel Documents	<ul><li>(1) Documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Trip;</li><li>(2) Travel Tickets.</li></ul>
Travel Tickets	Rail pass or integrated public transportation pass, cruise (lasting 24 hours or longer) ticket or air ticket for the Trip, all belonging to You.
Treatment	Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a medical condition.
Trip	A holiday or journey for leisure or business purposes in which You leave from Your Place of Residence or Place of Business to travel outside Hong Kong and at the end of which You return to Your Place of Residence or Place of Business.

# Part 2 - Benefit Table

The following provides an overview of the benefits and their Sum Insured. For details on how each benefit pays, please refer to the Coverage under Part 3.

Legend:

Pre-Trip	Refers to the period before You leave for Your Trip.
During Trip	Refers to the period You are travelling during Your Trip.
Post-Trip	Refers to the period after You have completed Your Trip.
/	Means You are covered for the period indicated (Pre-Trip, During Trip or Post-Trip).

Core	Benefits	Sum Insured per Insured	Person (per Trip) in HKD	When the benefit pays		ave
Cove	erage	Basic plan	Standard plan			
Sect	ion 1 – Personal Accident			Pre-Trip	During Trip	Post-Trip
Secti	on Limit	500,000 (Asia) 800,000 (Worldwide)	1,200,000 (Asia) 2,000,000 (Worldwide)		<b>✓</b>	
Credi	it Card Protection	5,000	5,000		1	
Sect	ion 2 – Medical and Other Expense	es		Pre-Trip	During Trip	Post-Trip
Limit		600,000 (Asia) 1,000,000 (Worldwide)	5,000,000			
(1)	Medical Treatment Expenses	Fully c	overed		1	
(2)	A Family Member travels overseas to visit hospitalized Insured Person (travelling & accommodation expense)	30,000 (1 person)	80,000 (1 person)		1	
(3)	Follow-up Medical Treatment (within 3 months after the Trip)	Fully c	overed			1
(4)	Returning Your Child(ren) to HK (travelling and accommodation expense)	60,000	Fully covered		1	
(5)	Translation service in Overseas Hospital	5,000 (50	0 per day)		1	1
(6)	Trauma Counselling	Not covered	25,000		✓	1
	for Chinese Medicine Practitioner benefits (1) and (3) above	1,000 (10	0 per day)		✓	(for 3 only)
Secti	ion 3 – Emergency Assistance			Pre-Trip	During Trip	Post-Trip
	gency Medical Evacuation / triation of Remains	Fully c	overed		1	
Overs	seas Funeral Expenses	100	,000		1	
Secti	ion 4 – Hospital Cash (Overseas)			Pre-Trip	During Trip	Post-Trip
Limit	t	6,000 (50	0 per day)		1	
Secti	ion 5 – Baggage and Personal Effe	cts		Pre-Trip	During Trip	Post-Trip
	on limit ect to the following sublimits : -	8,000	20,000			
(1)	Sports Equipment, photographic equipment and Electronic Items (except mobile phone is referred to (2) in this Section). Limit per item / pair / set	2,000	6,000		1	
(2)	Mobile phone – Limit per item (subject to 20% excess for each claim)	2,000	6,000		1	
(3)	Others Limit per item / pair / set	2,000	3,000		1	
Section 6 - Delayed Baggage		Pre-Trip	During Trip	Post-Trip		
	ntial items or clothing (for delay 6 hours)	1,000	2,000		1	
Secti	Section 7 – Personal Money/Unauthorized Use of Credit Card and Travel Documents		d Travel Documents	Pre-Trip	During Trip	Post-Trip
(1)	Personal Money (Children are not applicable except travelling alone with limit up to \$1,500) Unauthorized Use of Credit Card	1,500	5,000		1	
Trave	el Document & Travel Ticket	5,000			/	

Section 8 – Personal Liability			Pre-Trip	During Trip	Post-Trip
Limit per event	10,000,000			1	
Section 9* – Travel Delay (over 6 hours			Pre-Trip	During Trip	Post-Trip
	2,000 (200 each 6 hours)	2,500 (250 each 6 hours)		1	
9A. Cash Allowance 9B. Trip Re-routing costs	Not covered	4,000 (2,000 per day for accommodation)		1	
OR					
9C. Catch Up ticket costs	Not covered	2,000 (Asia) 4,000 (Worldwide)		1	
Section 10 – Trip Cancellation and Trip Curtailment			Pre-Trip	During Trip	Post-Trip
Cancellation			1		
Curtailment	25,000	50,000		1	
Limit for Red Alert will be up to 50% of the loss					
Section 11 - Missed Event			Pre-Trip	During Trip	Post-Trip
Local tour package included in the scheduled Trip			1	1	
Tickets	Not covered	10,000	1	1	
Limit for Red Alert will be up to 50% of the loss					
Section 12 – Rental Vehicle Excess			Pre-Trip	During Trip	Post-Trip
Limit	Not covered	3,000		1	

Optional Benefits	Maximum Limits per Insured Person (per Trip)		Trip) When the benefit pays		avs
Coverage	Basic plan	Standard plan	Trion the Bolloni payo		, 0
Section 13 - China Medical Card	on 13 – China Medical Card		Pre-Trip	During Trip	Post-Trip
Hospital Admission Deposit	covered			✓	

All benefit amounts are illustrated on a per person and per Trip basis unless otherwise stated.

# Part 3 - Coverage

# **Section 1 – Personal Accident Benefits**

#### A. Personal Accident

In the event of Accidental Bodily Injury being sustained by You during a Trip which shall result in death or disablement, the following benefit will be paid:

Compensation (% of the Sum Insured per Insured Person shown in the Benefit Table)

1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all Limbs	100%
4.	Permanent total Loss of Sight of both Eyes	100%
5.	Permanent total Loss of Sight of one Eye	100%
6.	Loss of or the Permanent total Loss of Use of two Limbs	100%
7.	Loss of or the Permanent total Loss of Use of one Limb	100%
8.	Permanent total Loss of Speech and Loss of Hearing	100%
9.	Permanent total Loss of Hearing in	
	(a) both ears	75%
	(b) one ear	20%
10.	Permanent total Loss of Speech	50%

All claims payable under each of sub-benefit should not exceed the respective Section limit for the plan chosen.

<sup>\*</sup>When Cash Allowance and/or Trip-Re-routing under Sections 9A/9B are payable, Catch Up tickets under Section 9C will not be payable, & vice versa.

#### **Provisions to Section 1A Personal Accident**

- 1. No benefit will be payable unless death or disablement occurs within twelve months of the date of Accidental Bodily Injury.
- 2. No benefit will be payable under benefits 2 to 10 above, except on proof to Us that the disablement has continued for 12 months from the date of Accidental Bodily Injury and in all probability, will continue for the remainder of Your life.
- 3. Benefits 1-10 are not cumulative and only one benefit will be payable for any one event. Should more than one of the events occur from the same Accidental Bodily Injury, We will only pay for the event with the highest compensation.
- 4. If at the time of Accident, You have already had amputation or Loss of Use of a hand, arm, foot, leg, lost the sight of one or both eyes, hearing in one or both ears or speech, such loss shall not be included in assessing any benefit payable under this Policy.
- 5. Different Sum Insured per Insured Person applies for Asia Basic plan, Worldwide Basic plan, Asia Standard plan and Worldwide Standard plan, as shown in the Benefit Table.
- 6. Disappearance

Death shall not in any way be presumed by reason of the disappearance of the Insured Person except in the event of the total loss by sinking or wrecking of the ship or aircraft in which the Insured Person was travelling at the material time. Death payment is subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate and that such payment shall be refunded to Us 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.

#### B. Extension of Cover

#### **Credit Card Protection**

When an Accident happens during a Trip and causes Your death outside Hong Kong, We will pay up to the amount as specified in the Benefit Table for any outstanding balance payable under Your credit cards for items and sundries purchased and charged to such card while outside Hong Kong during a Trip.

#### **Provisions to Section 1B Credit Card Protection**

Benefit under this extension will not be paid if You are entitled to this cover under any other source or other insurance policy. This cover will not apply to Child(ren).

No interest accrued or financial charges will be paid hereunder.

#### Section 2 - Medical and Other Expenses

Subject to Provision 1 below, We will pay up to HKD600,000 (for Asia Basic plan) or HKD1,000,000 (for Worldwide Basic plan) or HKD5,000,000 (for Asia Standard plan and Worldwide Standard plan) if You suffer Accidental Bodily Injury or Sickness during a Trip requiring urgent Treatment. In such circumstances, We will indemnify You for:

#### 1. Medical Treatment Expenses incurred by You

Medical Treatment Expenses, additional accommodation and travelling expenses necessarily incurred outside Hong Kong within 12 months of the date of incident giving rise to the claim as a direct result of Accidental Bodily Injury sustained by or Sickness of the Insured Person occurring during the Trip.

2. A Family Member travels overseas to visit hospitalized Insured Person (Additional travelling and accommodation expenses)
Up to HKD30,000 for Basic plan or up to HKD80,000 for Standard plan for reasonable additional travel and accommodation expenses incurred by one of Your Eligible Family Member or travelling companion when required on medical advice to remain or travel with You who has been Hospitalized Overseas due to Your Serious Bodily Injury or Serious Sickness.

#### 3. Follow-Up Medical Treatment (within 3 months after the Trip)

Your necessary Medical Treatment Expenses including but not limited to Physician's fees, acupuncturist Treatment, bone-setting and Chinese Medicine Practitioner's fees reasonably incurred in Hong Kong within 3 months after You return to Hong Kong from the Trip, such expenses have resulted from Accidental Bodily Injury or Sickness during the Trip.

#### 4. Returning Your Child(ren) to Hong Kong (Additional travelling and accommodation expenses)

Up to HKD60,000 for Basic plan or fully covered for Standard plan for the reasonable additional accommodation and travelling expense (confined to the original booking class of the first flight during the Trip) incurred to return Your dependent Children to Your Place of Residence in Hong Kong because there is no Adult to care for Your Children who are with You on the Trip while You are hospitalized Overseas.

# 5. Translation service in Overseas Hospital

The reasonable costs incurred in engaging the local translation service, arranged by the Service Provider, in the Hospital where You are confined over 24 hours, caused by Accidental Bodily Injury or Sickness during the Trip. The maximum amount that We will pay for this benefit item in respect of any one Insured Person is up to HKD5,000 per Trip subject to a maximum of HKD500 per day.

# 6. Trauma Counselling

Up to HKD25,000 for Standard plan for the reasonable medical expenses of counselling services incurred during the Trip outside Hong Kong and/or incurred in Hong Kong within 3 months after Your return to Hong Kong from the Trip, which is recommended by the Physician in the event the Insured Person witnesses and/or is the victim of a traumatic event including rape, armed hold up, assault, natural disaster or acts of terrorism only during the Trip.

#### **Provisions to Section 2**

- 1. The maximum amount that We will pay for benefits 1 and 3 above in relation to Chinese Medicine Practitioner's fees in respect of any one Insured Person is HKD1,000 per Trip subject to a maximum of HKD100 per visit and one visit per day.
- 2. The benefits 1 to 6 above are payable out of the Sum Insured per Insured Person per Trip. After payment of a benefit, the Sum Insured per Insured Person per Trip will be reduced by the amount of the benefit paid. We will have no further liability in relation to a Trip under Section 2 Medical and Other Expenses after the Sum Insured per Insured Person per Trip has been exhausted.

#### 3. No benefits will be paid:

- (i) For Treatment obtained in Hong Kong, except as provided for under benefit 3 above.
- (ii) For surgical and medical treatment which in the opinion of the Physician treating the Insured Person can be reasonably delayed until the Insured Person's return to Hong Kong or arrival in the country / region of final destination in the case of the Insured Persons not returning to Hong Kong.
- (iii) For the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment.
- (iv) For any cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by Accidental Bodily Injuries occurring during a Trip.
- (v) For any claim relating to Pre-existing Condition.
- (vi) For any treatment provided by Physician, Chinese Medicine Practitioner, acupuncturist, bonesetter, physiotherapist or chiropractist who is the Insured Person himself or the Applicant or the Policyholder or an Eligible Family Member or a relative of the Insured Person.
- (vii) For any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
  - 1. The claim is a COVID-19 claim;
  - 2. You have started the Trip before the issuance of such travel advice; or
  - 3. The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
- (viii) For any claims relating to the vaccine-preventable diseases if:
  - 1. You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government / regulatory authority of the country/region to which You are travelling; and/or
  - 2. You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

#### Section 3 - Emergency Assistance Service

The service described in this Section must be necessitated by a medical emergency and coordinated by the Emergency Assistance Service appointed by Us. The maximum amount payable under this section is specified in the Benefit Table.

#### A. Repatriation of Remains

When You suffer death while Overseas, We will pay for reasonable charges, for burial or cremation in the country / region that Your death occurs or the reasonable cost of transport of body or ashes to place of initial departure.

#### B. Funeral Expenses

We will pay the reasonable funeral expenses (other than the burial or cremation charges) up to HKD100,000 in the Overseas country / region that Your death occurs, provided that the expenses shall be paid directly to the funeral home (or similar establishment) and only upon Our receipt of satisfactory supporting documentation.

#### C. Emergency Medical Evacuation Expenses

When You suffer an Accidental Bodily Injury or Sickness during a Trip, and the Emergency Assistance Service judged that it is Medically Necessary to have emergency medical evacuation of You to another location or return You to Hong Kong for medical treatment, the Emergency Assistance Service will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of Your condition. We will pay directly for the covered expenses for such evacuation. The means of evacuation arranged by the Emergency Assistance Service may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Emergency Assistance Service and will be based solely upon medical necessity.

Covered expenses are expenses for service provided and/or arranged by the Emergency Assistance Service for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of You.

#### **Provisions to Section 3**

No benefit will be paid for:

- 1. Any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of a scheduled Trip.
- 2. Any expenses for a service not approved and arranged by the Emergency Assistance Service. This exclusion shall, at Our discretion be waived if the Insured Person or his travelling companions cannot notify Emergency Assistance Service during an emergency medical situation for reasons beyond their control. In any event, We reserve the right to reimburse the Insured Person only for those expenses incurred for service which Emergency Assistance Service would have provided under the same circumstances and up to the limit as specified in the Benefit Table for emergency medical evacuation expenses.

- 3. Any claims arising directly or indirectly from Pre-existing Condition.
- 4. For any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
  - (a) The claim is a COVID-19 claim:
  - (b) You have started the Trip before the issuance of such travel advice; or
  - (c) The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
- 5. For any claims relating to the vaccine-preventable diseases if:
  - (a) You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government / regulatory authority of the country/region to which You are travelling; and/or
  - (b) You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

#### Section 4 - Hospital Cash (Overseas)

In the event that the Insured Person is admitted to a Hospital abroad as an in-patient due to Accidental Bodily Injury or Sickness sustained outside Hong Kong during a Trip, We will pay a cash benefit of HKD500 for every complete day of 24 hours subject to a limit of HKD6,000 for any one event.

#### **Provisions to Section 4**

No benefit is payable for:

- 1. Hospitalization relating to Pre-existing Condition.
- 2. For any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
  - (a) The claim is a COVID-19 claim;
  - (b) You have started the Trip before the issuance of such travel advice; or
  - (c) The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
- 3. Any claims relating to the vaccine-preventable diseases if:
  - (a) You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government / regulatory authority of the country/region to which You are travelling; and/or
  - (b) You fail to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

#### Section 5 - Baggage and Personal Effects

We will indemnify You, up to HKD8,000 (for Basic plan) or HKD20,000 (for Standard plan) per Trip for loss or damage to Your baggage, taken or purchased or sent in advance during the Trip (including Your clothing and personal effects worn or carried on the person, in trunks, suitcases and receptacles). We may, at Our discretion, opt to pay, or replace or repair the lost or damaged item (less wear and tear, depreciation in value, and such depreciation shall be applied at our sole discretion) instead of paying cash benefit.

#### **Provisions to Section 5**

- 1. The above benefit is subject to a sub-limit as follows:-
  - (a) If the lost or damaged item is Sports Equipment, photographic equipment or Electronic Items, the maximum amount We will indemnify You is HKD2,000 per item/pair/set (for Basic plan) and HKD6,000 per item/pair/set (for Standard plan);
  - (b) If the lost or damaged item is mobile phone, the maximum amount We will indemnify You is HKD2,000 per item (for Basic plan) and HKD6,000 per item (for Standard plan), subject to the requirement that You have to bear the first 20% of eligible claim amount before any benefit is payable by Us ("Excess"). This Excess will be deducted from any reimbursement made by us.
  - (c) If the lost or damaged item does not belong to (a) and (b) above, the maximum amount We will indemnify You is HKD2,000 per item/pair/set (for Basic plan) and HKD3,000 per item/pair/set (for Standard plan);
- 2. No benefit will be paid unless
  - (a) You take reasonable and proper care for the safety of the baggage and personal effects, including examination of baggage when received.
  - (b) If You are aware of any destruction, loss or damage, You should give an immediate notice:
    - (i) in the case of theft, loss or wilful damage by a third party, to the local police; and
    - (ii) in the case of loss or damage in transit, to the carrier.

- 3. No benefit will be paid:
  - (a) for normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.
  - (b) for loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities.
  - (c) for loss or damage to cash, cheques, travellers' cheques and money orders, credit cards, withdrawal cards, ATM cards, stored value cards, electronic money and other instruments of payment, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities, travel documents or documents of any kind.
  - (d) for breakage of or damage to foodstuff, contact or corneal lenses, brittle or fragile items.
  - (e) for loss or damage to any business goods or samples.
  - (f) for damage to or replacement of any electronic data or software.
  - (g) in respect of loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a baggage irregularity report is obtained.
  - (h) in respect of losses not reported to the local police within 24 hours upon discovery and unless a local police report is obtained.
  - (i) for damage to Sports Equipment whilst in use.
  - (j) under this Section if payment has been made for the same loss under Section 6 Delayed Baggage.

#### Section 6 - Delayed Baggage

We will pay for each Insured Person the cost of emergency purchases of essential items or clothing due to delay or misdirection of Your baggage for at least 6 hours from the scheduled arrival time at destination abroad, up to the limit as specified in the Benefit Table.

#### **Provisions to Section 6**

- 1. This benefit can only be utilised once during any one Trip.
- 2. No benefit will be payable:
  - (a) if the delay arises from detention or confiscation by customs or other officials or authorities.
  - (b) unless the delay is certified with a baggage irregularity report obtained from the airline or with a letter from the tour operator.
  - (c) unless documentation is produced by You showing details of the expenditure.
  - (d) If the baggage is delayed after You return to Hong Kong or arrival in the country / region of final destination.
  - (e) under this Section if payment has been made for the same loss under Section 5 Baggage and Personal Effects.

#### Section 7 - Personal Money/Unauthorized Use of Credit Card and Travel Documents

We will pay for the loss of:

- (a) Personal Money directly arising from theft, robbery or burglary, and monetary loss caused by unauthorized use of credit card due to Accidental physical loss, theft, or robbery of Your card which is carried with You during the Trip;
- (b) Travel Documents or Travel Tickets directly arising from Accidental loss, theft, robbery or burglary, during the Trip up to the limit as specified in the Benefit Table.

Such loss must be reported to the local police and for the credit cards to the issuer of the card as soon as practicable, within 24 hours of the loss, or discovery of the loss. Any claim must be accompanied by written documentation from such police. And claims payable shall be confined to the unauthorized transactions made during the Trip but excluding those made beyond the Trip.

#### **Provisions to Section 7**

- 1. No benefit will be payable for:
  - (a) Shortages due to error, omission, exchange or depreciation in value.
  - (b) Loss of travellers' cheques not immediately reported to the local branch or agent of issuing authority.
  - (c) Unexplained loss or mysterious disappearance.
  - (d) Personal Money belonging to any insured Child, except for the insured Child aged from 12 to under 18 who is not travelling with Adult upon payment of Adult premium where the limit of this cover shall be limited to HKD1,500.
  - (e) Unauthorized use of the credit card by Your Family Members.
- 2. In respect of Travel Tickets, Our maximum liability shall be limited to reimbursement of the actual replacement cost necessarily incurred or proportionate share of the unused portion of the Travel Tickets, whichever is the lesser.

# Section 8 - Personal Liability

We will indemnify You up to the limit as specified in the Benefit Table, against legal liability to a third party during the Trip for:

- 1. Accidental Bodily Injury to any third party person;
- 2. Accidental loss of or damage to property belonging to a third party.

Such indemnification shall include payments made in respect of:

- (a) Third party legal costs and expenses recoverable from the Insured Person; and
- (b) Your legal costs and expenses incurred with Our prior written consent.

#### **Provisions to Section 8**

- 1. You shall not admit liability or enter into any settlement without obtaining Our written consent.
- 2. There will be no payment under this Section unless judgements are delivered in the first instance by or obtained from a court of competent jurisdiction within the relevant country / region. For the sake of clarity, it is acknowledged that these judgements will be made by that court according to the law of the relevant country / region.
- 3. No benefit will be paid for loss or damage arising directly or indirectly from, in respect of, or consequent upon:
  - (a) Employer's liability, contractual liability or liability of any one of Your family.
  - (b) Liability incurred by the acts of animals belonging to You or which is under Your care, custody or control.
  - (c) Any wilful, malicious or unlawful act.
  - (d) Pursuit of trade, business or profession.
  - (e) Property belonging to or held in trust, or in the care, custody or control of You.
  - (f) Ownership or occupation of land or building (other than occupation only of any temporary residence).
  - (g) Liability arising out of the ownership, possession or use of vehicles except wheelchair, aircraft (including drone), or watercraft.
  - (h) Any criminal proceedings, fines, penalties or punitive damages.
  - (i) You consuming too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of Your faculties and/or judgment resulting in a claim. We do not expect You to avoid alcohol in Your Trip, but We will not cover any claims arising because You have consumed so much alcohol that Your judgment is seriously affected or You are suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and You need to make a claim as a result.
  - (j) Racing, rallies or the use of firearms.
  - (k) Pollution unless due to sudden, unintended and unexpected occurrence.
  - (I) Asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### Section 9 -Travel Delay

In the event the departure time or the arrival time of the Common Carrier in which the Insured Person has arranged to travel is delayed during the Trip for at least 6 hours from the time specified in the original travel itinerary directly due to the following reasons:

Strike or industrial action, hijack, adverse weather conditions, natural disasters, airport closure, mechanical and/or electrical breakdown or structural defect of Your scheduled aircraft, sea vessel or other Common Carrier, We will pay:

9A. Cash allowance due to Travel Delay (No claim will be payable when Section 9C is already paid)

Cash allowance of HKD200 for each full six hours' delay up to the limit of HKD2,000 (for Basic plan) or HKD250 for each full six hours' delay up to the limit of HKD2,500 (for Standard plan). You can only claim for either departure delay or arrival delay (but not both) of the same Common Carrier. If You have consecutive connected flights, each period of delayed hours will be counted separately under this benefit.

9B. Trip re-routing costs due to Travel Delay (No claim will be payable when Section 9C is already paid)

The additional, reasonable and irrecoverable costs of travelling (one-way) and accommodation incurred by the Insured Person to reach the planned destination as specified in his original itinerary, by an alternative Common Carrier because of the Insured Person's scheduled transportation is cancelled, up to HKD2,000 per day for accommodation and subject to a limit of HKD4,000 inclusive of travelling and accommodation per Trip (for Standard plan). The said cost of accommodation must be incurred Overseas.

OR

9C. Catch Up ticket cost due to Travel Delay (No claim will be payable when Section 9A &/or 9B is payable)
The additional and reasonable costs of a replacement travel ticket (one-way) incurred in order You can catch up the itinerary as on the planned destination, up to HKD2,000 (for Standard Asia plan) and HKD4,000 (for Standard Worldwide plan).

#### **Provisions to Section 9**

- No benefits will be paid for delay:
  - (a) Arising from failure of the Insured Person to check in with the carriers (or their handling agents) according to the itinerary supplied to him.
  - (b) Arising from strike, industrial action or any circumstances leading to the delay already existing and known to the public at:
    - (i) the insurance application date (for Single Trip Policy).
    - (ii) date of booking the scheduled Trip (for MultiTrip Policy).

- 2. No Benefit will be paid for late arrival of the Insured Person at the airport, port or station after check-in time (except for the late arrival due to strike or industrial action) unless You obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay. We will not pay 9A.Cash allowance on Your delay in catching the connected flight due to delay in preceding Common Carrier.
- 3. When claim payment is made on 9A. Travel delay and/or 9B. Trip re-routing costs, no benefit will be payable on 9C. Catchup tickets cost, and vice versa. Any refund made by the Common Carrier provider &/or agent should be returned to Us.
- 4. No Benefit will be paid when claim is already made under Section 10 Trip Cancellation and Trip Curtailment.
- 5. No Benefit will be paid when the loss is already covered by other insurance scheme, government programme or which will be paid or refunded by travel agency, tour operator or other provider of any service forming part of the booked itinerary (except for Section 9A. Travel Delay).

# Section 10 - Trip Cancellation and Trip Curtailment

# 10A. Trip Cancellation or Loss of Deposit

We will pay up to the amount as specified in the Benefit Table for the losses of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Common Carrier or provider of accommodation for the Trip prior to the scheduled Trip if any of the following event occurs after the approval of the application;

- (a) death, Serious Bodily Injury or Serious Sickness of You, Your travelling companion, Your Spouse, Partner, parent, parent-in-law, grandparent, grandchild, grandchild-in-law, daughter, son, including legally adopted child, stepchild, foster child, sister, brother, fiancé, fiancée or close business associate resident in Hong Kong;
- (b) witness summons, jury service or compulsory quarantine of the Insured Person;
- (c) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusions 1(a)), strike, terrorism (except General Exclusions 1c), natural disasters or adverse weather conditions at the planned destination arising out of circumstances beyond the control of the Insured Person;
- (d) serious damage of the Insured Person's principal residence from fire, flood, or similar natural disaster (typhoon, earthquake, etc.) within one week from the departure date which requires the Insured Person's presence on the premises on the planned departure date;
- (e) the issuance of "Red Alert" or "Black Alert" (except for the reason of pandemic) for the planned destination according to the and Outbound Travel Alert System by the Government of Hong Kong (notwithstanding General Exclusion 1(a)). For "Red Alert", We will reimburse up to 50% of the irrecoverable deposits or charges paid in advance, subject to the amount as specified in the Benefit Table.

# 10B. Trip Curtailment

We will pay up to the amount as specified in the Benefit Table for the unused irrecoverable prepaid transport cost or accommodation charges included in the contracted Trip or additional costs of accommodation and travel back to Hong Kong reasonably and necessarily incurred due to necessary and unavoidable curtailment of a Trip after the Trip has begun as a direct result of the following event:

- (a) death, Serious Bodily Injury or Serious Sickness of You, Your travelling companion, Your Spouse, Partner, parent, in-law, grand-parent, grandchild, grandchild-in-law, daughter, son, including legally adopted child, stepchild, foster child, sister, brother, fiancé, fiancée or close business associate resident in Hong Kong;
- (b) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusions 1(a)), strike, terrorism (except General Exclusion 1c), natural disasters, adverse weather conditions or hijack occurring at the planned destination arising out of circumstances beyond Your control;
- (c) serious damage of Your principal residence from fire, flood, or similar natural disaster (typhoon, earthquake, etc.).
- (d) the issuance of "Red Alert" or "Black Alert" for the planned destination according to the Outbound Travel Alert System by the Government of Hong Kong, during the Trip (notwithstanding General Exclusion 1(a)). For "Red Alert", We will reimburse up to 50% of the unused irrecoverable prepaid costs or additional costs and expenses as stipulated in this Section 10B, subject to the amount as specified in the Benefit Table.

Further, for "Black Alert", a cash allowance of HKD1,000 will be payable to You. This cash allowance amount will be payable under the benefit of Trip Curtailment and shall count towards the overall limit under this Section 10B as specified in the Benefit Table

# Provisions to Section 10A & 10B

- 1. No Benefits will be paid (applicable to Sections 10A and Section 10B)
  - (a) if the event or circumstances giving rise to a claim existed before or at the time of the insurance application date (for Single Trip policy) or the date of booking the scheduled Trip (for MultiTrip policy).
  - (b) If the Insured person whose condition gives rise to any claim was receiving in-patient treatment in a hospital, or had received a terminal prognosis at the insurance application date (for Single Trip Policy) or the date of booking the scheduled Trip (for MultiTrip Policy).
  - (c) for the loss that is covered by any other existing insurance policy or scheme, government programme or loss which will be paid or refunded by a hotel, Common Carrier, travel agent or any other provider of travel and/or accommodation.

- (d) for the loss arising directly or indirectly from Government regulation or ordinance, delay or amendment of the booked itinerary or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday is booked.
- (e) for the loss arising directly or indirectly from disinclination to travel or financial circumstances of any Insured Person.
- (f) for the loss resulting from any unlawful act or criminal procedure of any person on whom the travel plans depend.
- (g) for the loss arising directly or indirectly from failure to notify travel agent/ tour operator or a provider of transport or accommodation immediately it is found necessary to cancel the travel arrangement.
- 2. No benefits will be paid for any loss arising directly or indirectly from the fact that the Insured Person cannot travel or chooses not to travel because the Security Bureau of The Government of Hong Kong has advised against non-essential or all travel (Red Alert or Black Alert) due to Pandemic before the Trip. (applicable to Section 10A. Trip Cancellation or Loss of Deposit only).
- 3. If there is any loss claimed under Section 9.Travel Delay and/or 11.Missed Event arising from the same cause (applicable to Section 10B.Trip Curtailment only).
- 4. When a claim is payable or paid under Section 10A, no other Sections will be payable, all benefits under this Policy shall cease and this Policy shall terminate.

#### Section 11 - Missed Event

We will pay up to the amount as specified in the Benefit Table for the unused irrecoverable prepaid ticket cost included in the contracted Trip that is arranged by travel agent and/or paid by Your credit card as a direct result of any of the following events (a) to (e) occurred after the insurance application date (for Single Trip policy) or the date of booking the scheduled Trip (for MultiTrip policy), because You are unable to utilize the ticket(s). The ticket under this section means the ticket(s) to local tour, theme park, concert, sports, music, or performance event which shall take place Overseas during the contracted Trip.

- (a) death, Serious Bodily Injury or Serious Sickness of You, Your travelling companion, Your Spouse, Partner, parent, in-law, grandparent, grandchild, grandchild-in-law, daughter, son, including legally adopted child, stepchild, foster child, sister, brother, fiancé, fiancée or close business associate resident in Hong Kong;
- (b) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusions 1(a)), strike, terrorism, natural disasters, adverse weather conditions or hijack at the planned destination arising out of circumstances beyond the control of the Insured Person:
- (c) the issuance of "Red Alert" or "Black Alert" (except for the reason of Pandemic) for the planned destination according to the Outbound Travel Alert System by the Government of Hong Kong, before the Trip (notwithstanding General Exclusion 1(a)). For "Red Alert", We will reimburse up to 50% of the loss.
- (d) the issuance of "Red Alert" or "Black Alert" for the planned destination according to the Outbound Travel Alert System by the Government of Hong Kong, during the Trip (notwithstanding General Exclusion 1(a)). For "Red Alert", We will reimburse up to 50% of the loss.
- (e) Travel Delay for at least 6 hours from the time specified in the original travel itinerary due to strike or industrial action, hijack, adverse weather conditions, natural disasters, airport closure, mechanical and/or electrical breakdown or structural defect of Your scheduled aircraft, sea vessel or other Common Carrier.

#### **Provisions to Section 11**

No benefit will be paid for :

- 1. Any training or studying or coaching courses fee and/or deposits.
- 2. Claim without original copy of the ticket returned to Us.
- 3. Claim if You are aware of any reason for the booked event to be missed when You plan and/or pay for the event or effect this Policy.
- 4. Loss arising from "Red Alert" or "Black Alert", medical conditions or circumstances in existence prior to the insurance application date (for Single Trip Policy), or the date of booking the scheduled Trip (for MultiTrip Policy).
- 5. Loss arising directly or indirectly from Government regulation or ordinance, delay or amendment of the booked itinerary or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday is booked.
- 6. Loss arising directly or indirectly from disinclination to travel or financial circumstances of any Insured Person.
- 7. Loss resulting from any unlawful act or criminal procedure of any person on whom the travel plans depend.
- 8. Loss arising directly or indirectly from failure to notify travel agent/ tour operator or a provider of transport or accommodation immediately when it is found necessary to cancel the travel arrangement.

- 9. Loss that is covered by any other existing insurance policy or scheme, government programme or loss which will be paid or refunded by a hotel, Common Carrier, travel agent or any other provider of travel and/or accommodation.
- 10. Loss arising directly or indirectly from the fact that the Insured Person cannot travel or chooses not to travel because the Security Bureau of The Government of Hong Kong has advised against non-essential or all travel (Red Alert or Black Alert) due to Pandemic before the Trip.
- 11. When claim is payable under Section 10.Trip Cancellation or Trip Curtailment under the same cause, no benefit will be payable under this section.

#### Section 12 - Rental Vehicle Excess

We will pay the motor insurance policy excess or deductibles incurred by the Insured Person for up to HKD3,000 for the Standard plan in the event that the Insured Person is involved in a collision whilst the rental vehicle is driven by the Insured Person or the rental vehicle is stolen or damaged in parking during the Trip.

#### **Provisions to Section 12**

- 1. Benefit under this Section will only be paid if such vehicle is rented from a licensed rental vehicle company;
- 2. Benefit under this Section will only be paid if a rental agreement between the Insured Person and the licensed rental vehicle company is signed;
- 3. Benefit under this Section will only be paid if the afore-mentioned motor insurance policy is a comprehensive motor insurance policy covering the rental vehicle as driven by the Insured Person and which is in force during the rental period.
- 4. No benefits will be paid:
  - (a) For loss or damage under the influence of alcohol or drugs of the Insured Person who is controlling the rental vehicle during the rental period.
  - (b) For loss or damage arising from operation of the rental vehicle which is in violation of the terms of the rental agreement or applicable comprehensive motor insurance.
  - (c) For any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period.
  - (d) If the Insured Person is not holding a valid driving license for the country / region where the loss or damage occurs.
  - (e) For liability other than loss of or damage to the rental vehicle.
  - (f) For the rental of the following types of vehicles:
    - motorcycles, mopeds, motorbikes, trailers or caravans, motor homes, trucks, commercial vehicles, recreational vehicles, off-road vehicles, vans and vehicles with more than 9 seats.

# Section 13 – China Medical Card (This section is optional and operative if it is stated in the Application Form/ Policy Schedule and endorsed thereon, provided that the Insured Person effects cover under a valid MultiTrip TravelSurance Policy)

The Applicant should receive a China Medical Card when the MultiTrip TravelSurance Policy is issued. Please contact Us at telephone no. (852) 2867 8678 if the Applicant does not receive it.

In the event that the Insured Person suffers Accidental Bodily Injury or Sickness during the Trip whilst travelling in mainland China and is admitted to the Designated Hospital as an in-patient, the Company will provide a hospital admission deposit guarantee to the Designated Hospital.

# **Provisions to Section 13**

- 1. In the event of the loss or damage of the China Medical Card, the Insured Person shall report to the Company within 48 hours with a confirmation in writing as soon as possible. The replacement cost of each card of HKD50 will be charged to the Applicant's designated account as specified in the application/Application Form /Policy Schedule.
- 2. Hospital in-patient admission procedures for the China Medical Card at Designated Hospitals are as follows:
  - (a) Approach the admission reception of the Designated Hospital.
  - (b) Present the China Medical Card together with the relevant identification document, e.g. China Entry Visa or Hong Kong identity card or passport, to the admission reception.
  - (c) Be admitted as an in-patient immediately provided that both the China Medical Card and the relevant identification document are valid. The Company will provide hospital admission deposit guarantee to the Designated Hospital.

In case of any problem arising during the admission, please call Emergency Assistance Hotline (852)2528 9333 for assistance. Such service is provided by a third party Service Provider which is an independent contractor and is not an agent of the Company. The Company shall make no representation, warranty or undertaking as to the availability of the Assistance Company's services and shall not be liable to the Insured Person or any other person in any respect of any loss, damage, expense, suit, action or legal proceeding suffered or incurred by any of them, whether directly or indirectly, arising from or in connection with the services provided or advice given by the Assistance Company or its agents, or the availability of such services.

#### 3. No benefit will be paid for:

- (a) Any Pre-existing Condition.
- (b) When the Insured Person is residing in or travelling to mainland China for the purpose of obtaining medical treatment and/or recuperation.
- (c) When the Insured Person is residing in or travelling to mainland China contrary to the advice of a Physician.

# Part 4 - General Exclusions (Applicable To all Sections)

The exclusions listed here apply to the whole Policy. The insurance under this Policy does not cover any of the following.

# A. We will not pay any benefits from this Policy if the claim arises directly or indirectly as a result of any of these exclusions:-

#### 1. Circumstantial Exclusions:

- (a) Riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or the act or order of any government or public or local authority;
- (b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from any process of nuclear fission, or from any nuclear weapons materials;
- (c) The Insured Person's direct participation in terrorist acts;

#### 2. Behavioural Exclusions

- (a) suicide or attempted suicide, wilfully self-inflicted injury;
- (b) illegal act of the Insured Person or an Insured Person's executors or administrators, legal heirs or personal representatives;
- (c) insanity;
- (d) consuming too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of Your faculties and/or judgment resulting in a claim. We do not expect You to avoid alcohol in Your Trip, but We will not cover any claims arising because You have consumed so much alcohol that Your judgment is seriously affected or You are suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and You need to make a claim as a result;
- (e) the use of drugs (other than drugs taken under treatment prescribed and directed by a Physician but not for the treatment of drug addiction);
- (f) self-exposure to needless perils (except in an attempt to save human life);

# 3. Medical Exclusions

- (a) Childbirth, pregnancy, miscarriage;
- (b) Venereal disease, AIDS or AIDs related complex;
- (c) Your travelling in order to receive medical treatment;
- (d) Your travelling in contrary to the advice of any medical practitioner;

#### 4. Activities and Professions Exclusions

Engaging in or taking part in any of the following activities:

- (i) Motor rallies and motor competitions;
- (ii) Racing other than on foot;
- (iii) Deep water diving (that is diving to a depth of greater than 40 metres);
- (iv) any sports or activities that are played in professional capacity in return for income or remuneration;
- (v) flying or other aerial activities except as a fare-paying passenger in a fully licensed passenger-carrying aircraft operated by a recognised airline or air charter company;
- (vi) Manual work undertaken by the Insured Person which involves the use of any mechanical and/or electrical equipment, or handling of explosive or hazardous substances, or working at height of over 9 feet from the ground or on board of vessel or offshore, or work in construction site / off-shore platform / underground;

# B. Other exclusions

- 5. Any pre-existing conditions;
- 6. Any violation of Notice of Claim under item 10 of Part 5 General Policy Conditions;
- 7. Claims in respect of any property otherwise insured;

#### 8. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. If Your loss, damage or liability should be covered or should have been covered by an insurance policy underwritten by an insurer licensed to carry on business in the country / region where the loss or damage occurs under the laws and/or regulations of that country / region, this Policy will not cover such loss, damage or liability.

# Part 5 - General Policy Conditions (Applicable to all Sections)

#### 1. Consideration

This Policy is issued in consideration of the statements and declarations contained in the application/application form and the Policy Schedule and the Applicant's payment of premium due.

#### 2. Other Source of Recovery

If You are entitled to payment under any other insurance policy or other source in circumstances where You would be entitled to claim under this Policy (except as provided by Section 1A - Personal Accident, Section 4 - Hospital Cash and Section 9 - Travel Delay, if applicable under Part 3), We will only be liable for amounts not recoverable from such other insurance policy or other source.

# 3. Duplicate Application

You shall not be covered under more than one policy underwritten by Us for the same Trip. In the event You are covered by more than one policy issued by Us, benefit will be based on the policy provides the highest benefit. For the sake of clarify, the word "policy" herein means individual policy as well as group policy.

#### 4. Entire Contract: Changes

The entire contract between the parties will be constituted by this Policy. No change in this Policy will take effect unless such change is approved by Us and evidenced by Endorsement.

#### 5. Reasonable Care

You must exercise reasonable care to prevent accidents, injury, illness, disease, loss or damage during the Trip.

#### 6. Mis-statement or Fraud

If the Applicant or Policyholder makes any false statement in the insurance application or concerning any claim, We shall have the right to repudiate liability under this Policy.

#### 7. Mis-statement 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 liability of the Company during the period the Insured Person is not eligible for the coverage shall not attach.

# 8. Incorrect or Change in Information

If at any point in time, the Applicant, You or Policyholder become aware that any information declared/provided to Us is incorrect or is not updated, the Applicant must notify Us immediately since this can affect the validity of this Policy. We shall then re-assess the updated information provided as follows:

- (a) If the Policy has not yet been issued, We may offer cover on different terms or decline cover; or
- (b) If the Policy has been issued, We may cancel the Policy, decline the renewal or offer to renew the policy on different terms and premium.

#### 9. Hijack

Notwithstanding anything contained in General Exclusion 1(a), in respect of hijack cover, where applicable, this Policy shall include Accidents arising from the hijacking of any vessel, vehicle or aircraft upon which the Insured Person is travelling as a bona fide passenger.

#### 10. Notice of Claim

Written notice of a claim must be given to the Company immediately and in any event within 31 days of the completion of the relevant Trip.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice had been provided as soon as was reasonably practicable, and in any event within 60 days of the completion of the relevant Trip.

Any notice given to the Company by or on behalf of the claimant must identify the Insured Person in order to be deemed notice.

#### 11. Claim Forms

The Company, upon receiving a notice of claim, will provide the claimant with the form it requires for filing proof of claim.

Medical reports and all proofs of loss and/or relationship with Applicant or Policyholder required by the Company shall be provided at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

#### 12. Proof of Claim

Written proof in support of a claim must be provided to Us immediately upon the notice of claim given to Us according to the above item 10 "Notice of Claim" provisions. Failure to provide such proof within the time required shall invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required.

All claims must be submitted with comprehensive supporting information and documentary evidence as We may require, including but not limited to:

- (a) In the case of Personal Accident Benefits:
  - Hospital and Physicians' reports giving details of the nature of the loss and extent and period of disability, local police reports where relevant and in the event of death a copy of the death certificate and the relevant coroner's report.
- (b) In the case of Medical and Other Expenses, Hospital Cash, Trip Cancellation or Loss of Deposit, or Trip Curtailment: All receipts, tickets coupons, vouchers, contracts or agreements relevant to the claim and if the claim is in respect of medical treatments, a full Physician's report stipulating (a) the diagnosis of the condition treated, (b) the date the disability commenced in the Physician's opinion and (c) the Physician's summary of the course of Treatment including medicines prescribed and services rendered.
- (c) In the case of Baggage and Personal Effects, Delayed Baggage, Personal Money/Unauthorized Use of Credit Card and Travel Documents:

All details including receipts as to date of purchase, price, model and type of items lost or damaged, receipt of any emergency purchases of essential items during the Trip, a copy of immediate notification to carrier and his/her acknowledgement when loss or damage has occurred in transit and certified copy of immediate local police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence.

- (d) In the case of Travel Delay
  - Documentation satisfactory to the Company that the cause of delay was officially recognised together with a clear statement of its nature.
- (e) In the case of Personal Liability:

All correspondence, summons or writ must be submitted to the Company immediately upon receipt. Except criminal proceedings or being contrary to public policy, no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured Person or any person claiming to be indemnified without the prior written consent of Us.

#### 13. Physical Examination

We shall have the right and opportunity at Our own expense to examine You when and so often as it may reasonably require pending the outcome of a claim under this Policy.

In the event of Your death, We shall be entitled to have a post-mortem examination carried out at Our own expense, except when such examination is prohibited by law.

## 14. Payment of Benefit

- (i) Benefits payable under this Policy shall be paid to the relevant Policyholder, unless the relevant Policyholder directs the Company otherwise in writing in a manner as accepted by the Company. However, if the benefits payable is for death of the Insured Person, then the Company will pay the benefits to the beneficiary as designated by the relevant Policyholder in writing in a manner as accepted by the Company, provided that the relevant Policyholder shall provide proof of relationship between him and the Insured Person satisfactory to the Company.
- (ii) In the absence of any such written direction as stated in paragraph 14(i), any benefits unpaid at the time of death of the Insured Person indicated under paragraph 14(i) above shall be paid to the estate of such person.
- (iii) Any receipt given to Us by the person indicated under paragraph 14(i) above shall be deemed a final and complete discharge of all liability of the Company.

#### 15. Subrogation

The Company has the right to proceed at its own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

# 16. Legal Action

No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiration of 31 days within which proof of claim is required.

# 17. Jurisdiction and Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

#### 18. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy. The seat of arbitration shall be Hong Kong.

# 19. Currency

Premiums and benefits payable under this Policy shall be in the currency of Hong Kong dollars.

#### 20. Interest

No payment due under this Policy shall carry interest.

#### 21. Prohibition on Trust or Assignment

This Policy is not assignable and the Policyholder warrants that the Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Policyholder's possession throughout the currency of the Policy.

# 22. Contracts (Rights of Third Parties) Ordinance

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.

#### 23. Applicant's representation, warranty and undertaking

The Applicant hereby represents, warrants and undertakes to the Company that: (a) he is duly authorized by all Policyholder and 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 Applicant 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 Policyholder and Insured Persons.

All Policyholder and Insured Persons agree with the above representation, warranty and undertaking of the Applicant.

#### 24. 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 Applicant.

#### 25. Who are the Policyholder and Insured Person

The Policyholder of this Policy is the person who owns this Policy. If You are an Adult, You are the Policyholder. If You are a Child, the Policyholder is either Your parent or Legal Guardian, as named in the Policy Schedule in relation to You.

In addition, if the Policy is applied via ATM of The HongKong and Shanghai Banking Corporation Limited (an insurance agent of the Company in Hong Kong), the Applicant must be the ATM cardholder, and who are the Insured Persons and Policyholder depend on the insured plan chosen by the Applicant as follows:

When the insured Plan is 'Self', the Applicant is the Insured Person and Policyholder.

When the insured Plan is 'Self and Spouse / Partner', the Applicant and his Spouse / Partner are the Insured Persons, and they are also the respective Policyholder of the separate contract of insurance in respect of each of them.

When the insured Plan is 'Self, Spouse / Partner and Children', the Applicant, his Spouse / Partner and his Children are the Insured Persons. The Applicant and his Spouse / Partner are the respective Policyholder of the separate contract of insurance in respect of each of them. The Applicant is also the Policyholder of the contract of insurance in respect of his Children.

# 26. Interpretation

In interpreting this Policy, unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

# Part 6 - Renewal (Applicable to MultiTrip Policy only)

- 1. This Policy will be automatically renewed annually provided We have successfully debited the renewal premium from the Applicant's HSBC account / HSBC credit card as specified in the application/Application Form /Policy Schedule, unless the Applicant has opted out from automatic renew Your Policy or We received Your written notice of termination before the renewal date. By the automatic renewal, the Applicant is deemed to represent warrant and undertake to Us that he has obtained authorization from all Policyholders in relation to the renewal.
- 2. We reserve the right to amend the premium by giving a 30 days' written notice to the Applicant's last known address and the change will be effective from the next renewal date of the Policy.
- 3. The Applicant has to tell Us at next renewal of the Policy if (a) any of the Insured Person(s) will be travelling contrary to the advice of any medical practitioner or travelling in order to receive medical treatment; or (b) the Applicant knows or any of the Insured Person(s) knows of any condition, cause or circumstance existing that may necessitate the cancellation or curtailment of the planned Trip.

# Part 7 – Addition or Removal of cover of Insured Person(s) (Applicable to MultiTrip Policy only)

1. Addition of cover of Insured Person(s)

The Applicant may include any person by submitting a written application to the Company, specifying the name, HKID number, date of birth, his/her parent's or Legal Guardian's Name and their HKID Number (applicable to the Insured Person is a Child) and the choice of buying optional benefits of the person to be insured.

2. Insurance Coverage for such person(s) shall commence when the aforementioned change is approved and additional premium is received by Us; a relevant Endorsement shall be issued by AXA accordingly.

The relevant premium required for such person(s) will be charged to the Applicant's nominated account.

3. Removal of cover of Insured Person(s)

The Applicant may request removal of cover for any Insured Person, by submitting a written application to the Company, specifying the relevant name and HKID number. Subject to approval by the Company, insurance will be ceased for such person(s) commenced on the date We approved the change. A relevant endorsement will be issued by the Company and the Applicant shall be entitled to a pro-rata return of premium (provided no claim has arisen during the current Period of Insurance on or before the date of removal of cover) for the period the Policy is not in force provided that a minimum of 50% of the annual premium must be paid by the Applicant and We shall not be required to return such minimum amount.

#### Part 8 - Termination

# 1. Single Trip Policy

Upon the issuance of any Travel Alert for the planned destination, the Applicant (not the Policyholder) can give notice in writing to the Company to terminate the Policy before commencement of the scheduled Trip. Provided that no claim has been paid, the Applicant shall be entitled to full refund of premium. Under any other circumstances, no refund of premium is allowed once the application/application form has been accepted.

If the premium is not paid, the Policy shall be deemed to have been void from the inception of the Period of Insurance specified in the Policy Schedule.

#### 2. MultiTrip Policy

- A. Sections 1 to 12 of Part 2
- (1) We may cancel the Policy by giving seven days' notice by email to the Applicant's last known email address or by registered letter to the Applicant at his last known address and in such event a pro-rata refund for the premium paid for the unused portion of the premium (for the period of this Policy is not in force) will be made to the Applicant.
- (2) The Applicant may give us seven days' prior written notice to cancel this Policy to obtain a pro-rata refund for the premium paid for the unused portion of the premium (for the period of this Policy is not in force) provided that no claim has been made/will be made during the current Period of Insurance. Such pro-rata refund of premium will be calculated on a pro-rata basis subject to a minimum of 50% of the annual premium being paid has to be borne by the Applicant.
- (3) The Applicant shall inform Us in writing as soon as reasonably practicable about the death of any Insured Person(s) under this Policy if the Applicant has to obtain a pro-rata refund for the premium paid for that deceased Insured Person. Provided that no claim has been made/will be made during the current Period of Insurance on or before the date of the death of such Insured Person, the unused portion of the premium for that deceased Insured Person to be calculated on a pro rata basis will be refunded subject to a minimum of 50% of the annual premium being paid for that deceased Insured Person has to be borne by the Applicant. For the avoidance of doubt, if the Applicant does not inform Us in writing as aforementioned, We will not be liable for the refund of any premium paid for any deceased Insured Person.
- (4) If the annual premium is not paid upon due, this Policy shall be deemed to have been void from the inception of the Period of Insurance specified in the Policy Schedule.
- (5) This Policy shall terminate on the renewal date in the event of non-payment of any renewal premiums upon due.
- (6) In the event that premium is paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of any Insured Person, the amount overpaid shall be refunded to the Applicant provided no claim has arisen during the current Period of Insurance on or before the date of termination and subject to a minimum of 50% of the annual premium must be paid by the Applicant.
- (7) The insurance for the insured Child(ren) who reach(es) the age of 18 years old at next renewal date will be terminated upon such renewal date.

#### B. Section 13 of Part 2

- (1) If the Applicant gives written notice to Us to terminate the cover of any China Medical Card(s), such termination shall become effective upon Our receipt of the notice. The said China Medical Card(s) shall then be returned immediately to Us and no refund of premium will be made once the insurance is effected.
- (2) When We give seven days' notice of termination of the cover of China Medical Card by email to the Applicant's last known email address or] by registered letter to the Applicant at his last known address, such termination shall be effective on the seventh day after such notice has been issued. The said China Medical Card(s) shall then be returned immediately to Us and refund of premium, if any, shall be calculated on a pro-rata basis.
- (3) If the Policy is terminated as a result of the events (1) or (2) under Section 2A of Part 8, the cover of China Medical Card(s) shall be terminated forthwith. The said China Medical Card(s) shall then be returned immediately to Us and no refund of premium will be made once the insurance is effected.

# Part 9 - Extension of Period of Insurance (Applicable to Single Trip Policy only)

Upon the Applicant's request, the Period of Insurance may be extended subject to the following:

- (a) the customer copy of the original approved application form is presented to and endorsed by Us;
- (b) the Policy has not expired at the time the request is made;
- (c) after the extension, the Period of Insurance does not exceed the Maximum Duration of Trip; and
- (d) payment of additional premium (subject to the minimum premium requirement) as prescribed by the Company.

Levy collected by the Insurance Authority has been imposed on this Policy at the applicable rate. For further information, please visit www.axa. com.hk/ia-levy or contact AXA at (852) 2867 8678.

# **Important Notes:**

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of Hong Kong. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in Hong Kong.