

# Annual Travel Insurance Policy

## 全年旅遊保險



QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

Part of the worldwide QBE Insurance Group

33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓

www.qbe.com/hk

Claims 理賠

Hotline 熱線

Fax 傳真

Email 電郵

852 2877 8608

852 3607 0530

Claims.HK@qbe.com

### 1. COVER

In consideration of the proposal and declaration made by or on behalf of the Insured Person which form part of this contract and are incorporated herein subject to the payment of premium, due observance and fulfilment of the terms, conditions and exclusions of this Policy insofar as they relate to anything to be done and complied with by the Insured Person, if any of the events referred to in this Policy shall happen, QBE Hongkong & Shanghai Insurance Limited (hereinafter called "the Company") shall pay the Benefits to the Insured Person or in the case of his or her death, to his or her Estate.

### 2. DEFINITIONS

**2.1** "Accident(al)" means an unforeseen, unexpected and involuntary event which happens by chance.

**2.2** "Accidental Death" means death caused directly, solely and independently of any other causes from an Injury by an Accident that occurs during the Journey and the Period of Insurance, within twelve (12) consecutive months from the date of Accident.

**2.3** "Acts of Terrorism" means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**2.4** "Aggregate Limit of Liability" means the maximum limit of liability the Company is liable in any one occurrence basis. We shall not be liable for any amount in excess of the Aggregate Limit of Liability if stated in the Schedule. In the event of the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this Policy exceeds the Aggregate Limit of Liability, the amount payable for each Insured Person shall be reduced proportionally of the sum insured.

**2.5** "Burn" means tissue damage caused by heat only.

**2.6** "Children" means any children below eighteen (18) years of age on the Effective Date of the Policy. Any children below twelve (12) years of age must be accompanied by an adult during the Journey.

**2.7** "Common Carrier" means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.

**2.8** "Confinement" means the necessary confinement in a Hospital as an in-patient while under the care of a Registered Medical Practitioner for the treatment of an Injury or Sickness of the Insured Person and in which the Hospital makes a charge for room and board except when such confinement is in connection with an actual surgical operation which does not required the Insured Person to remain in a Hospital as a resident in-patient.

**2.9** "Hijack" means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.

**2.10** "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:

(a) has organized facilities for diagnosis, treatment and major surgery;  
(b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;

(c) is under the supervision of a Registered Medical Practitioner; and  
(d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

**2.11** "Household Contents" means household items owned by the Insured Person and is located at the Insured Person's place of residence at the

time of the burglary but excluding: (i) items composed of gold, silver, precious metals or precious stones; (ii) antiques; (iii) valuable paintings or art pieces; (iv) jewellery; (v) cash.

**2.12** "Immediate Family Member(s)" means the Insured Person's legally married spouse, parents, legal guardian, parents-in-law, siblings, grandparents, grandparents-in-law and child(ren).

**2.13** "Infectious or Contagious Disease" means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**2.14** "Injury" means bodily injury to the Insured Person caused solely and directly by Accidental means.

**2.15** "Insured" means the company(ies) named as such in the Policy Schedule or subsequent endorsement(s) (if any). Where the Insured under this Policy is more than one person, firm, partnership, company, association, organization or entity of a similar nature, "Insured" shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to an Insured under this Policy shall be joint and several obligations and/or liability of each of them.

**2.16** "Insured Person" means the person(s) as described or named in the Schedule.

**2.17** "Journey" means the time when the Insured Person leaves directly from his or her place of residence or workplace for embarkation at Hong Kong or four (4) hours before the scheduled departure time of the Common Carrier which Insured Person has arranged to travel, whichever is the later, to commence the trip to the intended destination(s) Overseas up to a maximum duration of ninety(90) days, with the exception of Benefit 7 which commences at the time the Policy is issued or payment for the trip is made, whichever occurs later. By no means shall the coverage of Benefit 7 exceed 60 days before the scheduled departure date. The Journey ceases on return to the Insured Person's place of residence or workplace in Hong Kong or four (4) hours after the Insured Person arrives at Hong Kong or on expiry of the Period of Insurance specified on the Policy, whichever occurs first.

**2.18** "Loss of Limb" means permanent loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**2.19** "Loss of Speech" means disability in articulating any three (3) of four (4) sounds which contribute to the speech such as the labial sounds, the alveololabia sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

**2.20** "Loss of Use" means permanent total functional disablement.

**2.21** "Natural Disaster" means a landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm.

**2.22** "One-Way Journey Cover" means coverage for Insured Person not returning to Hong Kong and shall expire no later than seven (7) days from the scheduled time of arrival at the country of final destination or upon expiry of the original declared Period of Insurance, whichever is the earlier.

**2.23** "OTA" means the travel alert issued by the Security Bureau of the Hong Kong SAR Government under the Outbound Travel Alert (OTA) System, such alert is herein referred to Red Alert or Black Alert.

**2.24** "Period of Insurance" means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a premium.

**2.25** "Permanent Total Disablement" means totally and permanently unable to engage in any occupation or employment for which an Insured Person is reasonably qualified by education, training or experience. In the event that an Insured Person is unemployed at the time of Injury, it shall mean totally and permanently unable to engage in his/her daily activities, inclusive of eating, dressing, bathing, using the lavatory and getting in and out of bed in all cases without assistance, of someone of the like age and sex. In either case, such disability must be resulting directly, solely and independently of other cause from an Injury that

occurs during the Journey within the Period of Insurance, which has lasted for an uninterrupted period of twelve (12) calendar months from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and shall continue for the remainder of the Insured Person's life as certified by a Registered Medical Practitioner.

- 2.26** "Policy" means this policy document and endorsements issued by the Company, which set out the terms and conditions of this insurance.
- 2.27** "Pre-existing Medical Conditions" refers to any Injury, Sickness, medical or dental condition already existed or with sign or symptom presented, irrespective of whether the Insured Person is or should have reasonably been aware of before the effective dates of respective sections of coverage under this Policy.
- 2.28** "Registered Medical Practitioner" means any person who is a legally qualified and registered medical practitioner to render medical or surgical service, but excluding a Registered Medical Practitioner who is the Insured Person, the Relative or the employer of the Insured Person.
- 2.29** "Registered or Listed Chinese Medicine Practitioner" means Chinese medicine practitioner including general practitioner, acupuncturist and bonesetter whose name appears on the List of Registered or Listed Chinese Medicine Practitioners as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding the Insured Person, the Relative or the employer of the Insured Person.
- 2.30** "Relative" means Insured Person's legally married spouse, parents or legal guardian, parents-in-law, grandparents, grandparents-in-law, child(ren), grandchild(ren), sibling(s), brother or sister-in-law, uncle or auntie and niece or nephew.
- 2.31** "Rental Vehicle" means a rented sedan, station wagon, hatchback, four-wheel-drive or any other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying the Insured Person on public roads.
- 2.32** "Replacement Cost" means the cost of repairing or replacing an item or any part thereof with the articles or parts of the same kind and quality at the time of loss or damage.
- 2.33** "Rewards" means any airline ticket, hotel stay or car rental arranged through a frequent flyer program upon redemption of the required number of miles credits.
- 2.34** "Riot" means the act of any persons taking part in any disturbance of the public peace (whether in connection with a strike or lock-out or otherwise).
- 2.35** "Schedule" means the document attaching to the Policy which sets out the person(s) covered, Benefits Cover, Geographic Limit, Sum Insured, the Period of Insurance and the premium of this Policy. It forms a part of and should be read in conjunction with the Policy and any subsequent endorsement(s).
- 2.36** "Serious Injury or Sickness" means Injury or Sickness certified by a Registered Medical Practitioner as being dangerous to life, causing critical impairment to health conditions or unfit to travel.
- 2.37** "Sickness" means illness or disease first contracted by an Insured Person during the Journey and shall exclude any Pre-existing Medical Conditions.
- 2.38** "Strike" means the willful act of any striker or lock-out done in furtherance of a strike or in resistance to a lock-out; the action of any lawfully constituted authority in preventing or attempting to prevent any such act, or in minimizing the consequences of any such act.
- 2.39** "Underlying Limit" means the original maximum amount payable under the relevant Basic Benefit.
- 2.40** "We/Us/Our/Insurer/Company" means QBE Hongkong & Shanghai Insurance Limited.

### 3. BENEFITS

#### 3.1 TABLE OF BENEFITS (please refer to the sections below for details)

Basic Benefits	Maximum Limits (HK\$)		
	Silver	Gold	Diamond
1. Medical Expenses <ul style="list-style-type: none"> <li>Sublimit for local medical follow up in Hong Kong <ul style="list-style-type: none"> <li>due to Injury 100% of the unused limit</li> <li>due to Sickness 10% of the unused limit</li> </ul> </li> <li>Follow up includes treatment by Chinese Medicine Practitioner</li> <li>Follow up includes treatment by physiotherapist or chiropractor</li> </ul>	500,000	1,000,000	3,000,000
2. Hospital or Quarantine Allowance	1,500 (150/day visit)	3,000 (150/day visit)	5,000 (150/day visit)
3. 24-Hours Worldwide Emergency Assistance <ul style="list-style-type: none"> <li>a) Emergency Medical Evacuation &amp;/or Repatriation</li> <li>b) Repatriation of Mortal Remains</li> <li>c) Return of Unattended Child(ren)</li> <li>d) Hospital Admission Guarantee</li> <li>e) Compassionate Visit</li> <li>f) Convalescence Assistance</li> <li>g) Hotline and Referral Services</li> </ul>	3,000 (300/day visit)	5,000 (500/day visit)	10,000 (600/day visit)
	2,000 (300/day)	5,000 (500/day)	10,000 (600/day)
	Actual Cost Actual Cost One-way economy airfare 50,000 Return economy airfare and room accommodation at 10,000 (2,000/day) 10,000 (2,000/day) Included		

Basic Benefits (cont')	Maximum Limits (HK\$)		
	Silver	Gold	Diamond
4. Personal Accident <ul style="list-style-type: none"> <li>Accidental Death or Permanent Disablement</li> <li>Accidental Death or Permanent Disablement on Common Carrier</li> <li>Second or Third Degree Burn</li> </ul>	500,000 1,000,000	1,000,000 2,000,000	1,500,000 3,000,000
5. Compassionate Cash	250,000	500,000	500,000
6. Personal Belongings	5,000	10,000	20,000
a) Baggage and Personal Effects <ul style="list-style-type: none"> <li>Per item/pair/set limit</li> <li>Laptop or Notebook per item/pair/set</li> <li>Sports equipment per item/pair/set</li> <li>Mobile phone or Tablet item</li> </ul>	10,000 2,000 5,000 3,000 Not Covered	20,000 3,000 6,000 5,000 Not Covered	50,000 3,000 10,000 5,000 3,000
b) Personal Money	1,000	2,000	3,000
c) Document Loss	3,000	10,000	20,000
7. Trip Cancellation <ul style="list-style-type: none"> <li>Air miles cancellation fee at USD120 or cash allowance at HK\$1 for each 10 air miles</li> </ul>	20,000 1,000	30,000 1,000	50,000 1,000
8. Trip Curtailment <ul style="list-style-type: none"> <li>Air miles cancellation fee at USD120 or cash allowance at HK\$1 for each 10 air miles</li> </ul>	20,000 1,000	30,000 1,000	50,000 1,000
9. Trip Re-route	5,000 (6 full hrs)	10,000 (6 full hrs)	20,000 (5 full hrs)
10. Baggage Delay	1,000 (300 first 6 full hrs, 500 every 6 full hrs thereafter)	1,500 (500 first 6 full hrs, 1,000 every 6 full hrs thereafter)	3,000 (500 first 5 full hrs, 1,000 every 5 full hrs thereafter)
11. Travel Delay <ul style="list-style-type: none"> <li>a. Cash Allowance</li> <li>b. Additional travel and overnight accommodation expenses</li> <li>c. Pre-paid travel and accommodation expenses</li> </ul>	2,000 (200 every 6 full hrs) Not Covered Not Covered	2,500 (250 every 6 full hrs) 2,000 (6 full hrs) 2,000 (6 full hrs)	5,000 (200 first 5 full hrs, 300 every 5 full hrs thereafter) 5,000 (5 full hrs) 3,000 (5 full hrs)
12. Missed Event	1,000	2,000	3,000
13. Rental Vehicle Excess	3,000	5,000	5,000
14. Personal Liability	1,000,000	2,000,000	5,000,000
15. Aircraft Hijack	8,000 (2,000/day)	10,000 (2,000/day)	20,000 (2,000/day)
16. Credit Card Protection	10,000	20,000	30,000
17. Emergency Cash Allowance	2,000 (500/day)	5,000 (500/day)	10,000 (500/day)
18. Home Contents Protection	10,000 (5,000/item)	20,000 (5,000/item)	30,000 (5,000/item)
19. Home Return Protection	1,000	2,000	3,000
<b>Top Up Benefit</b>			
1. China Network Hospital Admission Guarantee	50,000		

### 3.2 COVERAGE

#### Benefit 1 - Medical Expenses

The Company shall reimburse the Insured Person up to twelve (12) calendar months from the date of Injury or Sickness the customary, necessary and reasonable expenses incurred, as a result of an Injury sustained or Sickness contracted solely and directly during the Journey and incurred outside Hong Kong, up to the amount stated in the Schedule for medical, surgical and nursing home treatments including medical supplies, X-ray, laboratory tests made or recommended by a Registered Medical Practitioner and the use of ambulance as the result of an emergency.

The Company shall reimburse also the reasonable additional transportation and/or accommodation incurred for reverting to the original scheduled itinerary or return to Hong Kong beyond the original return date after the interruption as a result of seeking medical treatment, provided that such additional expenses shall not be better than the original travel class or accommodation room type.

The cost of dental treatment shall be reimbursed provided that such treatment is necessarily incurred to sound and natural teeth (except milk teeth) and is caused by an Injury suffered during the Journey.

#### Local Follow-up Medical Expenses

Benefit 1 shall include the actual and necessary local medical (excluding dental) expenses incurred in Hong Kong for the continuation of medical treatment rendered by a Registered Medical Practitioner within ninety (90) days immediately after the Insured Person returns to Hong Kong in relation to the Injury sustained or Sickness contracted during the Journey.

#### (a) Local medical follow-up due to Injury

The Company shall reimburse reasonable and necessary medical

expenses up to 100% of the unused portion of the limit.

- (b) Local medical follow-up due to Sickness  
The Company shall reimburse reasonable and necessary medical expenses up to 10% of the unused portion of the limit.

The local follow-up medical expenses shall include medical treatment and consultation by a physiotherapist or chiropractor as recommended by a Registered Medical Practitioner subject to a maximum limit as stated per Table of Benefits.

#### **Chinese Medicine Practitioner Expenses Extension**

Local follow-up medical expenses is extended to cover medical treatment and consultation by a Registered or Listed Chinese Medicine Practitioner subject to a maximum limit as stated per Table of Benefits.

#### **Provision:**

1. Reimbursement on Medical Expenses other than in-patient Registered Medical Practitioner fee, surgical fee, operating theatre fee and an anesthetist's fee shall be adjusted for Hospital Confinement in Semi-private, Single or Private Room. Adjustment shall apply as follows:  
Semi-private Room 50%  
Single or Private Room 25%
2. For Insured above seventy (70) years of age, any compensation payable under Medical Expenses shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

#### **Benefit 2 - Hospital or Quarantine Allowance**

The Company shall pay a daily cash allowance and up to the maximum Sum Insured as specified in the Table of Benefits if the Insured Person is:  
(a) hospitalized outside Hong Kong for medical treatment including continuation of medical follow-up within ninety (90) days immediately after the Insured Person returns to Hong Kong due to Injury sustained or Sickness contracted during the Journey; or  
(b) detained due to compulsory quarantine measure by the government authority in the country to which the Insured Person has travelled to; provided that the daily cash allowance payable in regard to Hospital Confinement shall be based on the actual number of days of room and board are charged and on the condition that the claim is admissible under Benefit 1 Medical Expenses for the same Injury or Sickness.

#### **Benefit 3 – 24-Hour Worldwide Emergency Assistance**

Access to a Worldwide Emergency Assistance network operated by Our nominated service provider of the following services for the Insured Person:

##### **(a) Emergency Medical Evacuation and/or Repatriation**

In the event the Insured Person is suffering from an Injury or Sickness whilst traveling outside Hong Kong:

- i. Emergency Medical Evacuation shall be provided by utilizing appropriate and suitable means based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- ii. Emergency Medical Repatriation shall be provided, if the Insured Person's medical conditions allow, to arrange the Insured Person back to Hong Kong for continuation of treatment.

Evacuation or repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany the Insured Person throughout the process.

##### **(b) Repatriation of Mortal Remains**

In the event of Accidental Death of the Insured Person whilst traveling outside Hong Kong, Worldwide Emergency Assistance shall:

- i. arrange and pay for repatriation of the Insured Person's mortal remains or ashes to Hong Kong; or
- ii. at the request of the Insured Person's immediate family, pay for the cost of burial outside Hong Kong but excluding the cost of cremation and ceremony, subject to the expenses for such burial shall not exceed the costs of repatriating the mortal remains or ashes as provided by this Benefit.

##### **(c) Return of Unattended Children**

In the event of Accidental Death or Hospital Confinement of the Insured Person outside Hong Kong due to an Injury or Sickness, the cost for a one-way economy class airfare for the Insured Person's unattended child(ren) under eighteen (18) years of age to return to Hong Kong is covered.

##### **(d) Hospital Admission Guarantee**

In the event of Hospital Confinement of the Insured Person whilst travelling outside Hong Kong due to Injury or Sickness, a Hospital Admission Guarantee up to HK\$50,000 shall be provided on the medical expenses to be incurred by the Insured Person. Such expenses are to be borne by the Insured Person unless the claim is covered under Benefit 1 of this Policy.

##### **(e) Compassionate Visit**

In the event the Insured Person suffers an Injury or Sickness whilst travelling outside Hong Kong resulting in Hospital Confinement in excess of twenty-four (24) consecutive hours, the cost for one (1) economy class return airfare for one (1) family member or designated person or additional economy class transportation expenses for one (1) travel companion to stay behind to care for the Insured Person is covered, including the cost of an ordinary room accommodation in any reasonable hotel or establishment of similar standard up to the maximum limit of HK\$2,000 per day and HK\$10,000 in aggregate, but excluding the cost of drinks, meals and other room services.

##### **(f) Convalescence Assistance**

Accommodation expenses necessarily and unavoidably incurred by the Insured Person following Hospital discharge for convalescence outside Hong Kong shall also be covered subject to maximum limit of HK\$2,000 per day and up to a maximum limit of HK\$10,000 in aggregate.

##### **(g) 24-hour Hotline and Referral Services**

Travel enquiry services are available for:

- i. Pre-trip Information Assistance
- ii. Medical Monitoring
- iii. Dispatch of Physician
- iv. Embassy Referral
- v. Emergency Cash
- vi. Essential Medication / Medical Equipment
- vii. Medical Service Provider Referral
- viii. Lost Passport Assistance
- ix. Lost Luggage Assistance
- x. Interpreter Referral
- xi. Legal Referral

The above service scope is a summary only. All requests, services or arrangements shall be referred to Worldwide Emergency Assistance for approval. The Company shall not be liable for any services rendered by Worldwide Emergency Assistance.

#### **Provisions:**

##### **(a) IN THE EVENT OF AN EMERGENCY:**

The Insured Person or his representative must call the Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 2862 0138. The Insured Person or his representative is required to state:

- i. the Insured's name;
  - ii. the Insured Person's name;
  - iii. Policy number;
  - iv. nature of Injury or Sickness;
  - v. details of attending doctor, if available; and
  - vi. present location and contact particulars.
- (b) The Insured Person shall be obliged to use all reasonable efforts to mitigate the effects of a medical emergency.
- (c) The Insured Person shall cooperate with Worldwide Emergency Assistance to obtain all documents and receipts from the relevant sources and assist at the Insured Person's expenses in complying with necessary formalities.
- (d) In the event any payment is made in connection with the provision of assistance to an Insured Person, Worldwide Emergency Assistance shall be subrogated to the rights of such Insured Person to obtain payments from:
- i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
  - ii. any other insurance or assistance plan or right of indemnity or compensation which provides compensation to the assistance events.

#### **Benefit 4 – Personal Accident**

##### **Accidental Death or Permanent Disablement**

The Company shall pay a compensation against the physical conditions stated against the Events as described hereunder, caused directly, solely and independently of any other causes other than an Accidental Injury during the Journey or developed within twelve (12) calendar months from the date of Injury, which has lasted for an uninterrupted period of twelve (12) consecutive months from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and shall continue for the remainder of the Insured Person's life as certified by a Registered Medical Practitioner.

The compensation payable under this Benefit is as follows:



Events	Percentage of Sum Insured
Accidental Death	100%
Permanent Total Disablement	100%
Loss of two or more limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total paralysis	100%
Complete and incurable insanity	100%
Injuries resulting in being permanently bedridden	100%
Loss of one limb	100%
Loss of speech and hearing	100%
Loss of sight of one eye	50%
Loss of lens of one eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
• both phalanges	25%
• one phalanx	10%
Loss of index finger	
• three phalanges	10%
• two phalanges	8%
• one phalanx	4%
Loss of middle finger	
• three phalanges	6%
• two phalanges	4%
• one phalanx	2%
Loss of ring finger	
• three phalanges	5%
• two phalanges	4%
• one phalanx	2%
Loss of little finger	
• three phalanges	4%
• two phalanges	3%
• one phalanx	2%
Loss of metacarpals	
• first or second (each)	3%
• third, fourth or fifth (each)	2%
Loss of toes	
• all	15%
• great, both phalanges	5%
• great, one phalanx	2%
• other than great, if more than one toe lost, each	1%
Loss of hearing	
• both ears	75%
• one ear	15%
Loss of speech	50%

#### Provisions:

- The Company shall not pay for more than one of the above Events listed in respect of the same Accident. If any Insured Person suffers more than one Disablement in the same Accident, We shall only pay for the Benefit which attracts the highest Sum insured in accordance with the above Events scale of compensation.
- When a limb which was partially disabled prior to an Injury covered under this Policy has become a total disablement as a result of such Injury, a proportionately lower percentage of compensation payable shall be determined by the Company at our sole discretion.
- For Insured Person below eighteen (18) or above seventy-five (75) years of age, any compensation payable under Accidental Death or Permanent Disablement Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

#### Disappearance

If the Insured Person's body is not found after twelve (12) consecutive months after the date of the disappearance following sinking or wrecking of aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling at the time of the Accident and under such circumstances as would otherwise be covered hereunder, it shall be presumed that the Insured Person suffered death resulting from an Injury caused by Accident covered by this Policy at the time of such disappearance.

If after any amount is paid there is any proof that an Insured Person is still alive, any amount paid shall be refunded to Us.

#### Exposure

If an Insured Person suffers death within twelve (12) consecutive months as the result of being unavoidably exposed to the elements due to an Injury

sustained on a Journey during the Period of Insurance, the Accidental Death Benefit shall become payable subject to the terms and conditions of this Policy.

#### Accidental Death or Permanent Disablement on Common Carrier

Compensation is doubled up to the amount specified in the Table of Benefits for Accidental Death or Permanent Disablement under the Events defined above occurs while the Insured Person is traveling on a Common Carrier. This double benefit shall not apply to any Insured Person below eighteen (18) or above seventy-five (75) years of age nor in conjunction with other payable event under this Benefit.

#### Second or Third Degree Burn

This Benefit shall include compensation if the Insured Person sustains an Injury (other than death) during a Journey and is certified by a Registered Medical Practitioner to have suffered from Second or Third Degree Burn listed hereunder. The Company shall pay in accordance with the following percentage bearing on the limit as specified in the Table of Benefits:

Second Degree or Third Degree Burn	Percentage
On 50% or more of body surface	100%
On 27% or more of body surface	40%
On 18% or more of body surface	30%
On 9% or more of body surface	15%
On 4.5% or more of body surface	10%

However, once a claim is payable under Second or Third Degree Burn, the total benefits under this Benefit that an Insured Person is entitled to shall be reduced by the same amount and all other claims payable shall be settled based on the reduced limit. Provided that in no event shall the total amount payable under this Benefit exceed the maximum limits as specified in the Table of Benefits under Accidental Death or Permanent Disablement.

Payment shall not be made for more than one Burn caused by the same Accident and only the greatest Benefit payment shall apply.

For Insured Person below eighteen (18) or above seventy-five (75) years of age, any compensation payable under Second or Third Degree Burn Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

#### Benefit 5 - Compassionate Cash

In the event of the death of the Insured Person as a result of sudden Sickness contracted during the Journey, the Company shall pay a compassionate cash relief as stated in the Table of Benefits to the Estate of the Insured Person.

#### Benefit 6 - Personal Belongings

##### (a) Baggage and Personal Effects

The Company shall pay for Accidental physical loss or damage to accompanied baggage or personal effects owned by the Insured Person including purchases made during the Journey provided that the limit for Baggage and Personal Effects shall not exceed the amount specified in the Table of Benefits in aggregate and is subject to individual limits in respect of any item, pair or set including accessories.

##### (b) Personal Money

The Company shall also cover the Insured Person up to the limit stated in the Table of Benefits for irrecoverable loss of coins, banknotes, personalized Octopus Card, postal or money orders, traveler's cheques or other cheques as a result of theft, robbery or burglary during the Journey.

##### (c) Document Loss

The Company shall reimburse the Insured Person up to the amount specified in the Table of Benefits, the Replacement Cost for the loss of Hong Kong Identification Card, China Re-entry Card, passport, credit card(s), driving license or travel tickets in the event of Accidental loss, theft, robbery or burglary occurring during the Journey that inhibits the Insured Person from completing the scheduled Journey. We shall also pay for any additional transportation and accommodation expenses incurred outside Hong Kong in replacing the essential lost travel documents for completing the Journey.

#### Provisions:

- The Company shall at its discretion choose to repair or replace the item, less depreciation, wear and tear; or pay the Replacement Cost of the item less depreciation, wear and tear. The decision on depreciation shall be taken account with reference to the item's age and condition at the Company's sole discretion. Any betterment and/or value appreciation of the item are excluded.
- The Insured Person shall return the damaged item(s) together with all undamaged accessories, parts or part of set to the Company upon request and the Company can deal with the salvages at its absolute

discretion.

3. In the event of a loss of 6(a) Baggage and Personal Effects due to theft, robbery or burglary, loss of 6(b) Personal Money and 6(c) Document Loss, the Insured Person must report the incident within twenty-four (24) hours from discovery to the Police and obtain a Police report.
4. In the event of a loss of 6(a) Baggage and Personal Effects other than theft, robbery or burglary, the Insured Person must report the incident within twenty-four (24) hours to the relevant authority such as the Police or Customs, or in the event the item is in the custody of a carrier or hotel operator, a relevant report must be obtained in substantiation of a claim under the Policy.
5. An Insured Person can only claim either Benefit 6(a) Baggage and Personal Effects or 10 Baggage Delay for the same item.

### Benefit 7 - Trip Cancellation

The Company shall reimburse the Insured Person up to the limit as set out in the Table of Benefits, for the irrecoverable loss of transportation and/or accommodation expenses paid in advance by the Insured Person or for which the Insured Person is legally liable and not recoverable from any other source upon cancellation of the Journey or any scheduled destination arising due to the below reasons:

- (a) sudden death, Serious Injury or Sickness of the Insured Person, Immediate Family Member, close business partner or travel companion; or
- (b) witness summons, jury service or compulsory quarantine of the Insured Person; or
- (c) unexpected outbreak of Strike or other industrial action, Riot, civil commotion, Acts of Terrorism, Natural Disaster or adverse weather conditions at the planned destination arising within one (1) week before the departure date of the Journey; or
- (d) serious damage to the Insured Person's home in Hong Kong arising from fire, flood or burglary within one (1) week before the departure date of the planned Journey; or
- (e) unexpected issuance of OTA being Red Alert or Black Alert to the city or country where the Insured Person has scheduled to travel to, provided that:

- i. the cancellation of trip takes place not earlier than seven (7) days from the departure date of the Journey; and

Either

- ii. in the event of no OTA has been issued to the planned destination on the issue date of the Policy or the date on which the travel arrangement is made, whichever is the later, the Black Alert or Red Alert is issued to the planned destination at least one (1) day after the day on which the Policy is issued or the date on which the travel arrangement is made, whichever is the later;

Or

- iii. in the event of OTA has been issued to the planned destination on the date which the Policy is issued or the date on which travel arrangement is made, whichever is the later, cancellation of the Journey or any one destination within the Journey is subject to a higher level of OTA being Red Alert or Black Alert and the higher level of OTA must be issued to the planned destination at least one (1) day after the Policy is issued or travel arrangement is made, whichever is the later;

Benefits payable for Trip Cancellation under Red Alert is up to 50% of the relevant loss of transportation and/or accommodation expenses; whereas benefits payable under Black Alert is up to 100% of the relevant loss of transportation and/or accommodation expenses.

OTA on the issue date of the Policy or the date travel arrangement is made	OTA one (1) day after the issue date of the Policy or the date arrangement is made	Percentage of Sum Insured
Nil / Amber	Red	50%
Nil / Amber / Red	Black	100%

This Benefit is payable provided that the cause of the cancellation is not related to any pre-existing condition, circumstance known to or within the control of the Insured Person when planning the Journey or applying for the Policy.

### Benefit 8 - Trip Curtailment

The Company shall reimburse the Insured Person up to the limit set out in the Table of Benefits, for additional transportation and/or accommodation expenses incurred outside Hong Kong or the irrecoverable transportation and/or accommodation expenses paid in advance by the Insured Person after the commencement of the Journey consequent upon the Insured Person having to return directly to Hong Kong earlier than the scheduled itinerary due to the below reasons:

- (a) sudden death, Serious Injury or Sickness of the Insured Person, Immediate Family Member, close business partner or travel companion; or

- (b) witness summons, jury service of the Insured Person; or
- (c) unexpected outbreak of Strike or other industrial action, Riot, civil commotion, Acts of Terrorism, Natural Disaster or adverse weather conditions at the planned destination that prohibits the continuation of the Journey; or
- (d) serious damage to the Insured Person's home in Hong Kong arising from fire, flood or burglary; or
- (e) the unexpected issuance of OTA being Red or Black Alert to the planned destination where the Insured Person is traveling, provided that:
  - i. curtailment of the Journey takes place while such OTA is in effect; and
  - ii. in the event of OTA has been issued to the planned destination on the date which the Policy is issued or the date on which the travel arrangement is made, whichever is the later, curtailment of the Journey is subject to a higher level of OTA inclusive of Red Alert or Black Alert.

Benefits payable for Trip Curtailment under Red Alert is up to 50% of the relevant loss of transportation and/or accommodation expenses; whereas benefits payable under Black Alert is up to 100% of the relevant loss of transportation and/or accommodation expenses.

OTA on the issue date of the Policy or the date travel arrangement is made	OTA one (1) day after the issue date of the Policy or the date arrangement is made	Percentage of Sum Insured
Nil / Amber	Red	50%
Nil / Amber / Red	Black	100%

This Benefit is payable provided that the cause of the curtailment is not related to any pre-existing condition, circumstance known to or within the control of the Insured Person when planning the Journey or applying for the Policy.

### Loss of Reward

The conditions under Benefit 7 Trip Cancellation and 8 Trip Curtailment also apply to loss of Rewards. The Company shall reimburse the Insured Person up to USD120 cancellation fee of the Rewards already redeemed for transportation and accommodation for the planned Journey, arising from the relevant Trip Cancellation or Trip Curtailment. Alternatively, the Company shall reimburse the loss of Reward points but excluding their expiry at HK\$1 for each ten (10) Reward points and up to the maximum limit stated in the Table of Benefits.

### Benefit 9 - Trip Re-route

In the event of the Common Carrier in which the Insured Person was scheduled to travel in during the Journey is cancelled and no alternative transportation is arranged or delayed in excess of the time as specified under the Table of Benefits due to Strike or other industrial action, Riot, civil commotion, Hijack, Acts of Terrorism, Natural Disaster, adverse weather conditions, mechanical and/or electrical breakdown of the Common Carrier, the Company shall reimburse the Insured Person up to the limit stated in the Table of Benefits, for the reasonable and necessary additional cost incurred by using alternative public transportation means or route to arrive at the Insured Person's scheduled destination, provided that such additional expenses shall not be better than the original travel class.

The Insured Person must obtain a report from the concerned Common Carrier or transportation provider as evidence of such claim.

An Insured Person can only claim either Benefit 9 Trip Re-route or 11 Travel Delay for the same Journey.

### Benefit 10 - Baggage Delay

The Company shall reimburse the Insured Person up to the limit specified in the Table of Benefit, for the purchases of the reasonable and necessary clothing, requisites or toiletries consequent upon the temporary deprivation of baggage from the time of arrival at destination outside Hong Kong in excess of the time as specified in the Table of Benefits due to misdirection in delivery during the Journey.

An incident report issued by the Common Carrier and purchase receipts of the clothing, requisites or toiletries must be obtained in substantiation of a claim under the Policy.

An Insured Person can only claim either Benefit 6(a) Baggage and Personal Effects or 10 Baggage Delay for the same item.

### Benefit 11 - Travel Delay

The Company shall pay up to the amount specified in the Table of Benefits to the Insured Person in the event that the departure of the Common Carrier in which the Insured Person was scheduled to travel in during the Journey is delayed from the time specified in the scheduled itinerary due

to Strike or other industrial action, Riot, civil commotion, Hijack, Acts of Terrorism, Natural Disaster, adverse weather conditions, mechanical and/or electrical breakdown of the Common Carrier, the Company shall pay:

- (a) a cash allowance up to the amount specified in the Table of Benefits for the delay in excess of the time specified under the Table of Benefits; or
- (b) the reasonable and necessary additional transportation expenses and overnight accommodation up to HK\$1,200 per night and up to the amount payable in the Table of Benefits, in the event of a delay outside Hong Kong in excess of the time as specified in the Table of Benefits, provided that such additional expenses shall not be better than the original travel class; or
- (c) the irrecoverable loss of pre-paid travel and accommodation expenses which are forfeited and irrecoverable from any other source up to the limit payable in the Table of Benefits, in the event of a delay in departure from Hong Kong in excess of the time as specified in the Table of Benefits, directly resulting in the Insured Person's failure to proceed with the Journey or cancellation of the Journey, provided that the Insured Person shall provide and surrender the original unused ticket to the Company.

The Insured Person must obtain a report from the concerned Common Carrier as evidence of such claim.

An Insured Person can only claim either Benefit 9 Trip Re-route or 11 Travel Delay for the same Journey.

#### **Benefit 12 - Missed Event**

The Company shall reimburse up to the amount specified in the Table of Benefits for the irrecoverable loss of ticket cost paid in advance by the Insured Person's or his/her legally married spouse's credit card in the event that he/she is unable to attend the sports, music, entertainment, museum and theme park event due to cancellation of any of the planned destinations during the Journey, necessitated by the following:

- (a) sudden death, Serious Injury or Sickness of the Insured Person, Immediate Family Member or travel companion and subject to Benefit 7 Trip Cancellation is payable;
- (b) witness summons, jury services or compulsory quarantine of the Insured Person;
- (c) mechanical and/or electrical breakdown of the Common Carrier occurred before the scheduled start time of the aforesaid event.

#### **Benefit 13 - Rental Vehicle Excess**

The Company shall reimburse the excess or deductible of a comprehensive motor vehicle insurance which the Insured Person is legally liable, as a result of loss or damage to the Rental Vehicle during the Journey, up to the maximum Sum Insured stated in the Table of Benefits.

#### **Provisions:**

1. The Rental Vehicle must be hired from a licensed rental vehicle company.
2. Insured Person has taken out a comprehensive motor vehicle insurance against loss of or damage to the Rental Vehicle effective during the rental period.
3. The Rental Vehicle is driven by Insured Person at the time of a road accident.
4. All terms and conditions of the rental agreement is duly complied with.

#### **Benefit 14 - Personal Liability**

The Company shall indemnify the Insured Person against legal liability in his/her personal capacity in respect of:

- i. Bodily Injury
- ii. loss or damage to property occurring outside Hong Kong during the Journey as a result of an event neither expected nor intended from the standpoint of the Insured Person. The Company shall also pay legal costs and expenses incurred by the Insured Person with the written consent of the Company. The Company's maximum liability to all claims and expenses shall not exceed the limits as specified under this Benefit.

For the cover under this section:

"Bodily Injury": means bodily Injury, Sickness or disease sustained by any person which occurs during the Journey, including death at any time resulting therefrom.

"Property Damage": means (1) physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence.

#### **Benefit 15 - Aircraft Hijack**

The Company shall pay a daily cash compensation to the Insured Person

up to limits as specified in the Table of Benefits for the period of delay or interruption of the Journey, in excess of twelve (12) consecutive hours, which prohibits the Insured Person from arriving at the scheduled destination by the power-driven aircraft on which he/she is traveling as a fare-paying passenger due to aircraft Hijack.

#### **Benefit 16 - Credit Card Protection**

The Company shall pay for the Insured Person's outstanding credit card(s) balance for purchases made during the Journey up to the limit as specified in the Table of Benefits in the event of the Insured Person's Accidental Death provided that Event 1 under Benefit 4 Personal Accident is payable under the Policy and the Insured Person is legally liable for the outstanding balance and service charges.

This Benefit does not apply to any Insured Person below eighteen (18) years of age.

#### **Benefit 17 - Emergency Cash Allowance**

The Company shall pay a daily cash benefit per day of loss up to the limit as specified in the Table of Benefits if the Insured Person's loss of essential travel documents abroad prohibits the Insured Person from continuation of the Journey, until the earliest of the followings:

- (a) the document is available to be replaced/recovered;
- (b) the Insured Person can continue with the Journey;
- (c) the Insured Person can leave the place where the loss occurred.

All essential travel document losses must be reported to the police or relevant authority within twenty-four (24) hours from the time of discovery. Evidence of such loss must be obtained by way of a report from the consulate and/or police having jurisdiction over the place where the loss occurred.

#### **Benefit 18 - Home Contents Protection**

In the event of loss of or damage to the Household Contents of the Insured Person's place of residence in Hong Kong as the result of burglary involving the entering of the place of residence whilst it is uninhabited during the Journey of the Insured Person, the Company shall pay the cost of repair, reinstate or replace the Household Contents. For any item of the Household Content in which it is a pair or set, the Company shall only pay the proportionate part of the value of the particular part or parts which are damaged or lost, relative to the value of the pair or set and shall not consider any special value which such article or articles may have as part of such pair or set.

The Company shall pay an Insured Person the maximum amount of HK\$5,000 per any one item/pair/set of Household Contents subject to the maximum limit as stated under the Table of Benefits.

#### **Benefit 19 - Home Return Protection**

The Company shall reimburse the additional overnight hotel accommodation at Hong Kong airport up to the amount stated in the Table of Benefits, in the event of Natural Disaster or adverse weather conditions, resulting in the Insured Person's failure to return to the place of residence or workplace in Hong Kong upon arrival in Hong Kong airport towards completion of the Journey.

#### **Top Up Benefit - China Network Hospital Admission Guarantee**

In the event the Insured Person suffers an Injury or Sickness during a Journey in Mainland China and medical treatment as an in-patient is required, a Hospital admission guarantee up to the amount specified in the Table of Benefits shall be provided on the Company's behalf, upon presentation of the China Network Hospital Admission Guarantee Card (Medpass) to a China Network Hospital. Such expenses are to be borne by the Insured Person and the Insured person should fully and directly settle the medical expenses including the admission guarantee when discharged from the Hospital.

The Insured Person's name and passport or entry permit number must be declared in writing by the Insured to the Company in advance. The Insured should undertake to settle any medical expenses in excess of the benefit payable or in respect of any event not covered under this Policy to the Company within thirty (30) days from the day a demand bill is issued from the Company. Otherwise, the service will be suspended immediately and the Insured shall remain liable for any unsettled debts and related expenses to the Company. The Insured should return all Medpass to the Company immediately after cancellation or termination of cover or suspension of Medpass service with the Insured Person(s). This service is not cancellable and the respective premium is non-refundable once the service is in effect.

For admission to the designated Hospital, the Insured Person shall present a valid Medpass together with personal identification(s) such as Hong Kong



Permanent Identity Card, China Re-entry Card and/or Passport for verification to:

- i) Hospital Admission Department, or
- ii) Accident & Emergency Room.

The list of China Network Hospital shall be promulgated by the Company and revised from time to time according to Our Worldwide Emergency Assistance. Should the Insured Person needs to visit any China Network Hospital or encounters any difficulty in the admission process, please call the Worldwide Emergency Assistance Service Centre at (852) 2862 0138 for help.

#### Provisions of using Medpass:

- (a) The Medpass service can only be used when this Policy is in force.
- (b) Upon renewal of Policy cover and this service, the Insured Person must ensure that the expired Medpass is replaced with a new one and present a valid Medpass to the network Hospital in the event of such service required.
- (c) The Insured Person shall always keep Medpass in his/her custody.
- (d) The Medpass and the respective service are non-transferable.
- (e) If Medpass is lost, the Insured Person shall report the incident to the Company within forty-eight (48) hours and a handling fee of HK\$100 will be charged on each replacement card.

#### 3.3 AUTOMATIC EXTENSION OF PERIOD OF INSURANCE

In the event of the Journey being involuntarily delayed, this Policy shall automatically extend the cover up to a maximum of fourteen (14) calendar days.

#### 4. EXCLUSIONS

The Company shall not pay under the Policy for loss or liability arising from or as a result of:

##### Applicable to all Benefits

- (a) Any consequence of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, direct participation in Riot and civil commotion.
- (b) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt threat, whether sane or insane.
- (c) Any loss related to Pre-existing Medical Conditions, congenital or heredity conditions, venereal disease, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- (d) Insanity, psychiatric, nervous or mental disease or disorder.
- (e) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident.
- (f) Intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner and treatment in connection with addiction to drugs or alcohol.
- (g) The Insured Person is i) traveling against medical advice; ii) for the purpose of seeking medical treatment, or iii) not returning to Hong Kong forthwith when medical conditions warranted and follow up treatment required after Serious Injury or Sickness occurred during the Journey.
- (h) Any circumstances which shall be paid or refunded by a travel agent, tour operator or any other service provider forming part of the booked itinerary, government fund or scheme, or failure to notify travel/tour operator or provider of transport or accommodation immediately once it is found necessary to cancel the travel arrangement.
- (i) The Insured Person's participation in criminal act or resistance to arrest.
- (j) The Insured Person engaging in a sport in a professional capacity or where the Insured Person would or could earn remuneration from engaging in such sport.
- (k) Riding or driving in any kind of race, mountaineering or trekking at altitude over 5,000 meters above sea level, scuba diving deeper than 30 meters below sea level, engaging in aerial flight activities except as a passenger in a properly licensed power-driven aircraft (the word passenger does not include any member of the aircrew or a technician working in or upon an aircraft), extreme or adventurous sports (except bungee jumping, hot air ballooning, parachuting, paragliding, hang-gliding, rafting, canoeing, kayaking, kitesurfing or kite landboarding, water skiing, wakeboarding, surfing, wind surfing, skiing, snowboarding, snow skating, snow mobile, which are covered under the Policy).
- (l) The Insured Person engaging in naval, military, air force service or operation or armed forces; in any form of manual employment; offshore activities like commercial diving, oil rigging; mining; aerial photography; handling of explosives or hazardous chemicals; performing as an actor/actress; tour guide or tour escort; ship or air crews.
- (m) Claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion or radioactive contamination arising from such but not limited to power generation and

nuclear weapon. This exclusion shall not apply to losses from nuclear and/or chemical and/or biological attacks arising from Acts of Terrorism in connection with this Policy.

- (n) Infectious or Contagious Disease which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).  
This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a Registered Medical Practitioner before the date of any such declaration(s).  
This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

##### Applicable to Benefit 1 – Medical Expenses, Benefit 2 – Hospital or Quarantine Allowance and Top Ups Benefit – China Network Hospital Deposit Guarantee

- (a) Any medical treatment which, in the opinion of the Registered Medical Practitioner treating the Insured Person, can be reasonably delayed until the Insured Person return to Hong Kong or arrival in country of final destination for Insured Persons not returning to Hong Kong.
- (b) Charges and expenses for wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or Hospital equipment except for the rental of such devices or equipment during the Hospital Confinement period.
- (c) Any costs for cosmetic or plastic surgery unless as necessitated due to Injury suffered during the Journey.
- (d) General check-up, convalescence, custodial, rest or sanatorium care, or expenses incurred not in accordance with the diagnosis, investigation and treatment of the condition which is not medically necessary.

##### Applicable to Benefit 3 - 24-hr Worldwide Emergency Assistance Services

In no event shall the services offered by Worldwide Emergency Assistance entitle the Insured Person to reimbursement unless such services are approved by Worldwide Emergency Assistance in advance.

##### Applicable to Benefit 6 - Personal Belongings, and Benefit 16 – Credit Card Protection

- (a) Loss of or damage to Insured Person's baggage sent in advance or souvenirs and articles mailed or shipped separately.
- (b) Unexplained or mysterious loss or damage; loss of or damage to Insured Person's Personal Belongings Benefit 6 items (a), (b) and (c) left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- (c) The following classes of property are excluded from Benefit 6(a) Baggage and Personal Effects: animals, perishable products or foodstuff, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, household furniture, antiques, art pieces, jewellery or precious stones or watches or accessories unless the loss takes place while they are being worn by or carried by the Insured Person or stored in a hotel safety deposit box, mobile phone or Tablet unless insured under Plan Diamond, contact/corneal lenses, spectacles except sunglasses, artificial teeth or limbs, travel tickets or documents, Person Money covered under 6(b), bonds or securities, coupons, vouchers, unless unauthorized use of credit cards, musical instruments, brittle or fragile articles of any kind, data recorded on tapes, cards, discs or otherwise, business documents, goods or samples, manuscripts or documents or stamps.
- (d) For any loss or damage whilst in the custody of the hotel or carrier, unless for the balance of amount not fully compensated by the hotel or carrier.
- (e) Loss of or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin atmospheric or climatic condition.
- (f) Loss of or damage to hired or leased equipment
- (g) Loss of or damage to property resulting directly from insurrection, rebellion, revolution, civil war, usurped power, action taken by Government Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation of trade items.
- (h) Shortage due to error, omission, exchange or depreciation in value.
- (i) Loss of money held in trust or custody of others.

##### Applicable to Benefit 7 – Trip Cancellation and Benefit 8 – Trip Curtailment

- (a) For any loss or expense related to Government's regulation, control or act.

#### **Applicable to Benefit 13 - Rental Vehicle Excess**

- (a) The Insured Person is driving the Rental Vehicle whilst under the influence of alcohol or a drug.
- (b) The use of the Rental Vehicle on any road that is inaccessible to two-wheel-drive vehicles.
- (c) The use of the Rental Vehicle by an Insured Person without holding a valid license for the country the motor vehicle is being operated in.
- (d) The non-operation charges that the Insured Person is liable to pay to vehicle rental provider to cover loss of earnings incurred during period of rental vehicle repair for any loss and/or damages.

#### **Applicable to Benefit 14 - Personal Liability**

- (a) Admission, offer, promise, payment or indemnity made or given by or on behalf of the Insured Person without the written consent of the Company.
- (b) Any motor vehicle, motor cycle, power-driven aircraft or sea vessel.
- (c) The Insured Person's trade, business or profession.
- (d) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement.
- (e) Bodily Injury or loss of or damage to property of any member or the Insured Person's family ordinarily residing with the Insured Person or with whom the Insured Person ordinarily resides or to any employee of the Insured Person arising out of or in the course of such employment.
- (f) Loss or Damage to property in the legal custody or control of the Insured Person.
- (g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
- (h) i. Personal Injury or Property Damage arising, directly or indirectly, out of, or in anyway involving the Insured Person's "Internet Operations". This exclusion does not apply to personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.  
"Internet Operations" means the following:
  - Use of electronic mail systems by the Insured Person or the Insured Person's employees, including part-time and temporary staff, contractors and others within the Insured Person's organisation;
  - Access through the Insured Person's network to the worldwide web or a public internet site by the Insured Person's employees, including part-time and temporary staff, contractors and others within the Insured Person's organisation;
  - Access to the Insured Person's intranet (meaning internal company information and computing resources) which is made available through the worldwide web for customers of the Insured Person or others outside the Insured Person's organisation; and
  - The operation and maintenance of the Insured Person's web site.Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.
- ii. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - the use of any computer hardware or software;
  - the provision of computer or telecommunication services by the Insured Person or on the Insured Person's behalf;
  - the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

#### **5. GEOGRAPHIC LIMIT**

The Company shall reimburse the Insured Person base on Geographic Limit as specified on the Schedule:

Asia:

Mainland China, Bangladesh, Brunei, Cambodia, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Mongolia, Myanmar, Nepal, Pakistan, Philippines, Singapore, Taiwan, Thailand and Vietnam

Worldwide:

All worldwide countries

#### **6. NO CLAIM DISCOUNT**

In the event of no claim submitted and/or paid under this Policy during the preceding Policy year, a Premium discount will be offered in the next renewal year as shown in the following scale:

<u>Number of Claim-Free Year(s)</u>	<u>Discount</u>
One Year	5%
Two Consecutive Years	10%
Three Consecutive Years or above	15%

#### **7. CONDITIONS**

##### **Applicable to all Benefits**

- 7.1 VALIDITY OF POLICY** - This Policy is only valid for conventional leisure travel or business (clerical or administrative) travel, not applicable to expedition, adventure or similar journey.
- 7.2 BENEFIT ENTITLEMENTS** - Unless otherwise specified, this Policy is only applicable to Hong Kong resident(s) at or below the age of eighty (80). The Table of Benefits sets out the maximum limits an Insured Person is covered under the Policy. Special conditions are applicable to Insured Person below eighteen (18) or above seventy (70) years of age in certain Benefits specified therein. Child Plan is only applicable to parent or legal guardian as an Insured.
- 7.3 OTHER INSURANCE** (Applicable to Benefits 1, 3, 6-10, 11(b)-11(c), 12-14, 16, 18, 19 and Top Up Benefit) - If a covered loss under this Policy is insured under any other policy, this Policy shall cover such loss, subject to its terms, conditions, exclusions and provisions, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contribution, excess, contingent or otherwise.
- 7.4 ARBITRATION** - If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 7.5 CLAIM PROCEDURE AND SETTLEMENT** - Claims must be logged with the Company online claims platform within thirty (30) days of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to the Company. Unless otherwise requested, all Benefits provided shall be payable to the Insured Person or his/her Estate in the event of death, after receipt of proof acceptable to the Company.
- 7.6 CONDUCT OF CLAIM** - The Insured Person must give whatever information or assistance upon request and must not admit, deny or negotiate any claim without the Company's written consent. Any writ, summons or other legal document served on the Insured Person in connection with a possible claim must be unacknowledged and sent to the Company immediately.
- 7.7 DISCLAIMER** - The Company makes every effort to see that only high quality services are offered by Worldwide Emergency Assistance to the Insured Person. However, the Company is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or any of the consequences arising thereof.
- 7.8 DUTY OF CARE** - The Insured Person shall act in prudent manner and exercise reasonable care for the health of himself, or safety and supervision of his property as it uninsured.
- 7.9 MITIGATION OF LOSS** - The Insured Person shall be obliged to use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or liability and/or any loss of and/or damage to any insured property(ies) under any circumstances.
- 7.10 FRAUD** - If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy the Company shall have no liability in respect of such claim.
- 7.11 POLICY NOT ASSIGNABLE** - This Policy is not assignable and the Company shall not be committed to any notice of any trust, charge, lien, assignment or other dealing with the Policy. The receipt of the Insured or his legal personal representatives for any compensation payable herein shall in all cases be an effectual discharge of liability to the Company.



**7.12 CANCELLATION OF COVER** - The Insured Person can cancel this Policy or cover of an individual by giving notice in writing to the Company. Cancellation shall become effective on the date the notice is received by the Company, or the date specified in the notice, whichever later. Subject to no claim has been made, the Company shall retain a customary short period premium subject to a minimum of HK\$500 and refund the balance on the unused period calculated (except for Top Up Benefit which Premium will not be refunded) according to percentages indicated below:

Effected For	Percentage of Annual Premium Retained
2 months or below	40%
Above 2 months and up to 3 months	50%
Above 3 months and up to 4 months	60%
Above 4 months and up to 5 months	70%
Above 5 months and up to 6 months	75%
Over 6 months	100%

The Company may cancel the Policy by sending seven days' notice via registered mail to the Insured Person at the last known address stating the effective date of cancellation. Proof of such mailing shall be deemed as a discharge of duty on notice of cancellation. The Company shall return a pro-rata unused portion of the premium received. Such cancellation shall be without prejudice to any claim originating prior thereto.

**7.13 INTERPRETATION OF COVER AND JURISDICTION** - This Policy shall be interpreted in accordance with the laws of Hong Kong and subject to Hong Kong's jurisdiction.

**7.14 MORE THAN ONE POLICY** - The Insured Person shall not be insured for the same Journey under more than one Policy issued by the Company. In the event of the Insured Person being insured under more than one such Policy the Company shall consider the Insured Person to be insured under the Policy which provides the highest amount of benefit. The Company shall refund any excess insurance premium payment which may have been made by the Insured Person.

**7.15 POLICY CURRENCY** - This Policy is issued and denominated in Hong Kong currency.

**7.16 PROOF OF LOSS** - It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his/her own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured Person to have a medical examination of the Insured Person from time to time or in case of death upon reasonable notice to the Insured Person's personal representative to have a post mortem examination of the body. The death of the Insured Person shall be established by an official death certificate or in the event of his disappearance following an Accident or the total loss of a vessel or power-driven aircraft by a court order presuming his death.

**7.17 SUBROGATION** - The Company shall be entitled to take over and conduct the defence or settlement of any third party claim at the Company's discretion. The Company shall also be entitled to use the Insured Person's name to enforce recovery rights against any other person whether before or after indemnification is received under this Policy.

**7.18 TO WHOM INDEMNITY IS PAYABLE** - Indemnity for loss of life of the Insured Person is payable to the Estate of the Insured Person.

**7.19 RIGHT OF THIRD PARTIES** - Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

**7.20 SANCTION LIMITATION AND EXCLUSION CLAUSE** - No (re)insurer shall be deemed to provide cover and no (re)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 (re)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.

UWD.PTRBA.E.V1.2102

#### Aug\_PICS

#### Personal Information Collection Statement ("PICS")

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)
- c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
  - i. third parties providing services related to the administration of my/our policy (including reinsurance);
  - ii. financial institutions for the purpose of processing this application and obtaining policy payments;
  - iii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
  - iv. another member of the QBE group (for all of the purposes stated in (b)) in any country; or
  - v. other parties referred to in QBE's Privacy Policy for the purposes stated therein
- d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:  
 QBE Hongkong & Shanghai Insurance Limited  
 Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
 Email: [info.hk@qbe.com.hk](mailto:info.hk@qbe.com.hk)  
 That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.
- e) That in the event of differences between the English and Chinese, the English version shall prevail.

Aug\_2020