



ZURICH®

HKA Holidays Travel Insurance Policy

In consideration of the payment of premium and subject to the definitions, exclusions, provisions and terms contained herein, endorsed hereon, or attached hereto, we agree to insure the *insured person(s)* named in the *schedule* issued in relation to an *insured journey* and promise to pay indemnity for loss to the extent provided herein.

Part 1 – Definitions

Certain words in this policy have specific meanings. We have printed these words in italics throughout this policy and have given the meanings below:

Accident/Accidental

a sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* during an *insured journey*.

Accommodation

room charge only.

Asia

Brunei, Cambodia, China, India, Indonesia, Japan, Korea, Macau, Malaysia, Maldives, Myanmar (Burma), Nepal, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Vietnam.

China

the territorial limit of the People's Republic of China, but excluding *Hong Kong* and Macau.

Chinese Medicine Practitioner

a registered Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap.549, Laws of Hong Kong) but excluding a Chinese medicine practitioner who is the *insured person* or an *immediate family member* of the *insured person*.

Compulsory Quarantine

the *insured person* is being *confined* in an isolated ward of a *hospital* or kept in an isolated site appointed by the government for at least one (1) full day and continuously stays in there until discharged from the quarantine.

Confined/Confinement

the *insured person* is registered as an in-patient in a *hospital* for medical treatment for an *injury* or *illness* upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charged by the *hospital*.

Effective Date

either (i) the issue date of this policy or (ii) the date on which the Cancellation of Trip benefit under Section 13 becomes effective, whichever is the later.

Follow-Up

the medical treatments directly caused by the *injury* or *illness* suffered by the *insured person* for which the *insured person* has received treatment or *hospital confinement* during the *insured journey*.

Hong Kong

the Hong Kong Special Administrative Region of the People's Republic of China.

HKA Holidays

HKA Holidays Limited.

Hospital

an establishment which meets all the following requirements:

- holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and
- provides 24-hour a day nursing service by registered or graduated nurses; and
- has a staff of one or more licensed *medical practitioner* available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

Illness

sickness or disease of the *insured person* contracted and commenced during the *insured journey* and which results in a loss covered by this policy.

Immediate Family Member

the *insured person's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild or legal guardian.

Infectious Disease

any kinds of infectious disease with human-to-human spread in a large cluster(s) of a local population and which is announced by the World Health Organization.

Injury

bodily injury sustained in an *accident* solely and independently of all other causes during the *insured journey* resulting in a loss covered by this policy.

Insured Journey

the period of travel commencing from the time when the *insured person* departs from any immigration counter of *Hong Kong* and until the time when the *insured person* (i) returns to *Hong Kong* on the date specified in the *official schedule* or (ii) arrives at any immigration counter of *Hong Kong* for returning to *Hong Kong*, whichever first occurs.

Insured Person

the person(s) named on the *schedule* or subsequently endorsed hereon as insured person(s).

Itinerary

the detailed plan for a journey issued and confirmed by *HKA Holidays* or other *public common carrier*, travel agency, tour operator or cruise company, together with the payment receipt or confirmation, prior to the commencement of the *insured journey*.

Lap-Top Computer

a lap-top, notebook or sub-notebook computer. Personal digital assistant (PDA), hand-held computer (HHC), and tablet PC of any kinds are excluded from this category.

Loss of Hearing

permanent irrecoverable loss of hearing where:-

- If a dB = Hearing loss at 500 Hertz
 - If b dB = Hearing loss at 1,000 Hertz
 - If c dB = Hearing loss at 2,000 Hertz
 - If d dB = Hearing loss at 4,000 Hertz
- 1/6 (a+2b+2c+d) is above 80dB.

Loss of Sight

the entire and *permanent* irrecoverable loss of sight.

Loss of Speech

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

Loss of Use

permanent total functional disablement or complete and *permanent* physical separation at the limb or organ.

Maximum Benefits

the benefit amount of each of the benefits covered under this policy as stated in the Table of

Benefits.

Medically Necessary Expenses

expenses incurred from the first day of sustaining an *injury* or *illness* during the *insured journey* which are paid by the *insured person* to a legally qualified *medical practitioner*, physiotherapist, nurse, *hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire but excluding any expenses incurred under Section 2(b) - Emergency Medical Evacuation and/or Section 2(c) - Repatriation of Mortal Remains of Part 2 of this policy. All treatments must be prescribed by a qualified *medical practitioner* in order for expenses to be reimbursed under this policy. In the event an *insured person* becomes entitled to a refund of all or part of such expenses from any other source, we will only be liable for the excess of the amount recoverable from such other sources.

Medical Practitioner

a person other than the *insured person* or *immediate family member*, qualified by a degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

Permanent

lasting not less than twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

Pre-existing Condition

the *insured person*, *travel companion* or *immediate family member* received medical treatment, diagnosis consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a *medical practitioner* before the *effective date*.

Principal Home

the house or building located in *Hong Kong* occupied as a private dwelling by the *insured person* as his/her only permanent residence.

Public Common Carrier

any mechanically propelled conveyance operated by a company or an individual licensed for regular transportation of fare-paying passengers, including but not limited to bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation or fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and an regularly scheduled airport limousine operating on fixed routes and schedules.

Relevant Documents

documents include *HKA Holidays* receipt and ticket, *schedule*, Table of Benefits, declaration, riders, endorsements, attachments and amendments (regardless verbally or in written format).

Schedule

the schedule attached to and incorporated in this policy.

Serious Physical Injury or Serious Illness

an *injury* or *illness* which requires treatment by a *medical practitioner* or serious illness results in the *insured person* or *travel companion* being certified by that *medical practitioner* as being unfit to travel or continue with the *insured person's* original travel arrangement and having to be *confined* in a *hospital*. Serious physical injury or serious illness shall also include such injury or illness due to which the *insured person* or *travel companion* is being denied to board the scheduled *public common carrier* or is being denied to enter into the scheduled destination by any legal, governmental or airport authorities due to injury or illness. When serious physical injury or serious illness is applied to the *immediate family member(s)*, it shall mean injury or illness for which the *immediate family member* requires treatment, and which is certified by *medical practitioner* as being dangerous to life and having to be *confined* in a *hospital*, and which results in the *insured person's* discontinuation or cancellation of his/her original *insured journey*.

Terrorism

an act of terrorism includes any act, preparation or threat of action including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, and which

- involves violence against one (1) or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

Third Degree Burns

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

Total Disablement

when as the result of *injury* and commencing within ninety (90) days from the date of an *accident* the *insured person* is totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

Travel Companion

the person who made the *HKA Holidays* travel booking or reservation with the *insured person* and accompanied the *insured person* for the whole *insured journey* other than tour guide or tour member.

Travel Document

Travel document necessarily needed for the *insured person* to complete the *insured journey*.

Travel Ticket

a travel ticket purchased for traveling on any *public common carrier*.

Usual, Reasonable and Customary

expense which: (i) is charged for treatment, supplies or medical services *medically necessary* for caring of *insured person(s)* under the care, supervision, or order of a *medical practitioner*, (ii) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (iii) does not include charges that would not have been made if no insurance existed.

War

a contest by force between two (2) or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of peaceful relations and (ii) a general contention by force, both authorized by the sovereign.

We, Us or Our

Zurich Insurance Company Ltd

Part 2 - Benefits

| Table of Benefits | | Maximum Benefits per Insured Person per Insured Journey (HKD) | |
|-------------------|---|---|--|
| Section | Coverage | Zone 1 (Asia) | Zone 2 (exclude Asia) |
| 1 | Medical Cover | | |
| (a) | Medical Expenses Including sub-limits of: | 1,000,000 | 1,000,000 |
| | – Follow-up medical expenses due to injury | 1,000,000 | 1,000,000 |
| | – Follow-up medical expenses due to illness | 100,000 | 100,000 |
| | – Overseas travelling expenses for seeking medical treatment in hospital | 300 | 500 |
| (b) | Overseas Hospital Daily Cash Benefit | 300 per day Up to 3,000 | 500 per day Up to 5,000 |
| (c) | Hospital Confinement or Compulsory Quarantine Cash allowance due to Infectious Disease | 300 per day Up to 3,000 | 500 per day Up to 5,000 |
| (d) | Hotel Accommodation for Convalescence and Travelling Expenses | 3,000 | 5,000 |
| 2 | Zurich Emergency Assistance | | |
| (a) | Deposit Guarantee for Hospital Admission | | 39,000 |
| (b) | Emergency Medical Evacuation | | Actual Cost |
| (c) | Repatriation of Mortal Remains | | Actual Cost |
| (d) | Compassionate Visit | | One economy class round-trip travel ticket |
| (e) | Traveling and Accommodation Expenses | | 1,950 per day and up to 7,800 |
| (f) | Return of Unattended Children | | One economy class one-way travel ticket and up to 30,000 |
| (g) | 24-hour Telephone Hotline and Referral Services | | Included |
| 3 | Personal Accident | | |
| (a) | Accident on Public Common Carrier or during Robbery | 600,000 | 1,200,000 |
| (b) | Other Accidents | 400,000 | 800,000 |
| (c) | Burns Cover | 200,000 | 200,000 |
| 4 | Compassionate Death Cash and Visit | | |
| (a) | Compassionate Death Cash | 10,000 | 15,000 |
| (b) | Compassionate Visit | One economy class one-way travel ticket and up to 30,000 | |
| 5 | Personal Baggage Cover Including sub-limits of: | 10,000 | 15,000 |
| | – Per item, pair, set or collection | 2,500 | 2,500 |
| | – Lap-top computer | 10,000 | 10,000 |
| | – Aggregate limit for all cameras, camcorders and their accessories and related equipment | 5,000 | 5,000 |
| | – Aggregate limit for all sports equipment | 5,000 | 5,000 |
| 6 | Loss of Personal Money | 1,500 | 3,000 |
| 7 | Credit Card Protection | 3,000 | 5,000 |
| 8 | Loss of Travel Document and/or Travel Ticket | 5,000 | 10,000 |
| 9 | Loss of Home Content due to Burglary | 10,000 | 10,000 |
| 10 | Personal Liability | 2,000,000 | 2,000,000 |
| 11 | Travel Delay | | |
| (a) | Travel Delay (HKD300 for each and every 6 hours) | 1,500 | 2,000 |
| (b) | Extra Hotel Costs due to Travel Delay (over 6 hours) | 2,000 | 3,000 |
| (c) | Extra Re-routing Costs due to Travel Delay (over 12 hours) | 5,000 | 10,000 |
| (d) | Cancellation due to Travel Delay (over 12 hours) | 4,000 | 8,000 |
| 12 | Baggage Delay Allowance (over 6 hours) | 800 | 1,500 |
| 13 | Cancellation of Trip | 10,000 | 20,000 |
| 14 | Curtailed Trip | 15,000 | 30,000 |
| 15 | Missed Event Cover | 1,500 | 3,000 |
| 16 | Rental Vehicle Excess | 5,000 | 5,000 |

Section 1 – Medical Cover

(a) Medical Expenses

If the insured person suffers from injury or illness during the insured journey and incurs usual, reasonable and customary medically necessary expenses, we will reimburse the actual medically necessary expenses incurred to the insured person.

– Inclusive of Follow-up Medical Expenses

This section also insures the insured person up to the sub-limit as stated in the Table of Benefits against any actual medically necessary expenses charged by a medical practitioner in Hong Kong for the follow-up of medical treatment sought by the insured person for the above injury or illness within three (3) months after the insured person's return to Hong Kong from the insured journey. The follow-up medical expenses shall also be extended to cover the medical expenses incurred for the same purpose paid to the Chinese medicine practitioner subject to an aggregate limit of HKD1,800 and a per visit and per day limit of HKD180. No Follow-up Medical Expenses shall be provided if the insured person returns to Hong Kong after twelve (12) consecutive months from the first day of the above injury or illness was sustained.

Extension to Section 1(a)

Under this section, we extend to reimburse:

- any additional travelling expenses up to a maximum amount of HKD300 incurred by the insured person for the purpose of seeking medical treatment in an overseas hospital if the insured person suffers from injury or illness during the insured journey; and
- any actual medically necessary expenses charged by a medical practitioner in Hong Kong for the medical treatment sought by the insured person for infectious disease that is contracted during the insured journey and corresponding follow-up diagnosis within ten (10) days after the insured person's return to Hong Kong from the insured journey. This extension forms part of the follow-up medical expenses under Section 1(a), and the total amount payable under this extension (ii) shall not in aggregate exceed the sub-limit for follow-up medical expenses as stated in the table of benefits.

In no event shall the total amount payable under this Section 1(a) - Medical Expenses exceed 100% of the maximum benefits as stated in the Table of Benefits.

For insured person aged at or over seventy-six (76) years upon the commencement of the insured journey, the maximum indemnity payable in regard to medical expenses pursuant to this Section 1(a) (except for the travelling expenses under extension to Section 1(a)(ii)) will be 50% of the maximum benefits as stated in the Table of Benefits.

(b) Overseas Hospital Daily Cash Benefit

If the insured person is confined in an overseas hospital due to an injury or illness during the insured journey, we will pay a daily allowance of HKD300 (for Zone 1 Plan) or HKD500 (for Zone 2 Plan) and up to the maximum benefits as stated in the Table of Benefits.

(c) Hospital Confinement or Compulsory Quarantine Cash Allowance due to Infectious Disease

If the insured person is confined in an overseas hospital due to infectious disease during the insured journey, we will pay a daily hospital confinement allowance of HKD300 (for Zone 1 Plan) or HKD500 (for Zone 2 Plan) and up to the maximum benefits as stated in the Table of Benefits.

In the event that the insured person is suspected or confirmed to have contracted infectious disease during the insured journey and results in compulsory quarantine by the local government or by the Hong Kong Government within three (3) days upon completion of the insured journey and returning to Hong Kong, we will pay the insured person a daily quarantine allowance of HKD300 (for Zone 1 Plan) or HKD500 (for Zone 2 Plan) for each and every day of such compulsory quarantine, up to the maximum benefits as stated in the Table of Benefits.

The insured person can only claim for either overseas hospital confinement allowance or quarantine allowance due to infectious disease.

Regardless of the number of days of hospital confinement or compulsory quarantine due to infectious disease, in no event shall the maximum amount payable under this benefit exceed the maximum benefits as stated in the Table of Benefits.

Special Conditions applicable to Section 1(c) - Hospital Confinement or Compulsory Quarantine Cash Allowance due to Infectious Disease

- Any home quarantine is excluded from this benefit.
- No benefit shall be payable if the planned destination(s) has been declared as an infected area on or before the departure date of the insured journey.

(d) Hotel Accommodation for Convalescence and Travelling Expenses

Where the insured person has suffered from serious physical injury or serious illness which necessitates hospital confinement during the insured journey, and upon his/her discharge from the hospital and as recommended by the attending medical practitioner to convalesce before continuing with the travelling, we will pay for the actual cost of hotel accommodation incurred overseas for the sole purpose of convalescence and subject to HKD1,000 per day. We will also pay for the additional one-way travel ticket (economy class only) incurred for the insured person to return to Hong Kong.

In no event shall the total amount payable under this Section 1(d) - Hotel Room Accommodation for Convalescence and Travelling Expenses exceed 100% of the maximum benefits as stated in the Table of Benefits.

Exclusions applicable to Section 1

This section does not cover:

- non-essential medical treatment that is not recommended by a medical practitioner;
- any loss or medical expenses arising from any travel contrary to the advice of a medical practitioner or for the purpose of receiving medical or surgical treatment;
- dental care and treatment unless such cost is necessarily incurred due to the necessary dental treatment for the sound and natural teeth of the insured person and is caused by injury during the insured journey;
- any follow-up treatment expenses incurred outside Hong Kong;
- any expense incurred or services provided by another party for which the insured person is not liable to pay, or any expenses already included in the cost of the insured journey;
- cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by injury occurring during the insured journey;
- surgery or medical treatment which is not substantiated by a written report from the qualified medical practitioner or Chinese medicine practitioner;
- surgery or medical treatment when in the opinion of the qualified medical practitioner treating the insured person, the treatment is not urgent and medically necessary during the insured journey, and can be reasonably delayed until the insured person returns to Hong Kong;
- any additional cost of single or private room accommodation at a hospital or charges in respect of special or private nursing except in the event of Emergency Medical Evacuation provided under Section 2(b); non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment; or
- any loss if the insured person refuses to follow the recommendation of a medical practitioner to return to Hong Kong, or refuses to continue the insured journey whilst the insured person's physical condition at the time of recommendation is fit for travel.

Section 2 - Zurich Emergency Assistance

Zurich Emergency Assistance will arrange for the following benefits in the event that the insured person has suffered from injury or illness during the insured journey and pay for any costs and expenses arising thereof:

(a) Deposit Guarantee for Hospital Admission

Upon admission to a hospital, Zurich Emergency Assistance will provide a guarantee for admission

deposit up to a limit of HKD39,000 in respect of any one (1) *insured person*. Such deposit shall be fully refunded to us and is borne solely by the *insured person* unless otherwise covered under Section 1 - Medical Cover of Part 2 of the policy.

(b) Emergency Medical Evacuation

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation or repatriation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

(c) Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting the *insured person's* mortal remains from the place of death back to *Hong Kong*, or the cost of local burial at the place of death as approved by Zurich Emergency Assistance.

(d) Compassionate Visit

In the event that the *insured person* suffered from *serious physical injury* or *serious illness* and being confined in a *hospital* outside *Hong Kong* for over three (3) consecutive days, Zurich Emergency Assistance will pay one (1) economy class round-trip *travel ticket* for one (1) *immediate family member* to travel to the location of the *insured person*, and hotel accommodation expenses necessarily and unavoidably incurred by the *immediate family member* up to a maximum amount of HKD700 per day and a maximum period of five (5) days. This benefit cannot be claimed for more than once during any one (1) *insured journey*.

(e) Travelling and Accommodation Expenses

Zurich Emergency Assistance shall pay the one-way economy class *travel ticket* and hotel accommodation expenses necessarily and unavoidably incurred by the *insured person* in connection with any incident requiring emergency medical evacuation (pursuant to Section 2(b) above) to resume the course of the *insured person's insured journey* or to return him/her to *Hong Kong* up to a maximum amount of HKD1,950 per day and up to a limit of HKD7,800 per *insured journey*. Prior approval and determination of Zurich Emergency Assistance on the payment of the expenses incurred by the *insured person* shall be based entirely on medical necessity.

(f) Return of Unattended Children

Zurich Emergency Assistance will arrange and pay the one-way economy class *travel ticket* for returning the *insured person's* unattended child(ren) aged below seventeen (17) year old back to *Hong Kong* in the event of death or confinement of the *insured person* in a *hospital* outside *Hong Kong* for over three (3) consecutive days due to *serious physical injury* or *serious illness*, up to the *maximum benefits* as stated in the Table of Benefits. If necessary, Zurich Emergency Assistance will also arrange a qualified attendant to accompany the unattended child(ren) during the return journey.

(g) 24-hour Telephone Hotline and Referral Services

- (i) Pre-trip Information Assistance
- (ii) Embassy Referral
- (iii) Medical Service Provider Referral
- (iv) Lost Passport Assistance
- (v) Lost Luggage Assistance
- (vi) Interpreter Referral
- (vii) Lawyer Referral
- (viii) Telephone Medical Advice
- (ix) Monitoring of Medical Condition When Hospitalized
- (x) Arrangement for Medical Expenses Guarantee

In respect of services (ix) and (x) above, all hospitalization expenses or medical expenses charged to the *insured person* by a *hospital*, *medical practitioner* other than our approved doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under this policy.

ZURICH EMERGENCY ASSISTANCE is rendered by the service provider nominated by Zurich Insurance Company Ltd.

Exclusions applicable to Section 2

No service will be provided or paid under this section:

1. when the *insured person* is located in areas which represent *war risks* or political conditions such as to make the provision of services under this section impossible or reasonably impracticable;
2. for emergency medical evacuation or repatriation of mortal remains or other cost not approved in advance and in writing and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect;
3. when the *insured person* is residing or travelling outside *Hong Kong* contrary to the advice of a *medical practitioner*; or
4. when the *insured person* is residing or travelling outside *Hong Kong* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

Section 3 – Personal Accident

(a) Accident on Public Common Carrier or during Robbery

In the event that during the *insured journey* the *insured person* suffers from *injury* while:

- (i) riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any *public common carrier*; or
- (ii) being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom;

we will pay in accordance with the percentage stated in the Compensation Table hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that such *injury* results in any one (1) of the following Events listed in the Compensation Table within twelve (12) consecutive months after the date of the *accident*.

This cover shall not apply to any *insured person* aged seventeen (17) year old or below or any *insured person* aged at or over seventy-six (76) on the commencement date of the *insured journey*.

(b) Other Accidents

In the event that the *insured person* suffers from *injury* resulting from *accident* other than the *accident* referred in Section 3(a) - *Accident on Public Common Carrier* or during Robbery above, during the *insured journey*, we will pay in accordance with the percentage stated in the Compensation Table hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that if such *injury* results in any one (1) of the following Events within twelve (12) consecutive months after the date of the *accident*.

| Compensation Table | | Percentage of Maximum Benefits |
|---|---|--------------------------------|
| Events | | |
| Accidental Death and Disablement | | |
| 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. | Loss of Speech and Hearing | 100% |
| 9. | Permanent Total Loss of Hearing in | |
| | (a) both ears | 75% |
| | (b) one ear | 15% |

Compensation Conditions:

- (i) Benefit shall not be payable for more than one (1) of the Events listed above in respect of the same *accident*. Should more than one (1) of the Events occur as a result of the same *accident*, only the Event with the highest compensation will be payable under this section.
- (ii) Upon the occurrence of any compensation for which indemnity is payable under any one (1) of the above Events to any one (1) *insured person* in the policy, all benefits under the policy shall then immediately cease to be in force with regard to such *insured person*, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.
- (iii) For any partial disablement in relation to Events 2-9 inclusive which existed prior to an *injury* covered under this and becomes a *total disablement* as a result of such *injury*, the Percentage of *Maximum Benefits* payable shall be determined by us having regard to the extent of disablement caused by the covered *injury*. However, no payment shall be made in respect of any disablement which was totally disabled prior to the *injury*.
- (iv) For *insured person* aged seventeen (17) years old or below or any *insured person* aged at or over seventy six (76) on the commencement of the *insured journey*, the maximum indemnity payable in regard to any *accident* as defined will be 50% of the *maximum benefits* as stated in the Table of Benefits and subject to the Percentage of *Maximum Benefits* as stated in the above Compensation Table.

(c) Burns Cover

In the event that the *insured person* suffers from *third degree burns* as a result of an *accident* during the *insured journey*, we will pay in accordance with the percentage stated in the *Third Degree Burns Table* hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that such *third degree burns* results in the specified damage to any one (1) of the following specified Areas within twelve (12) consecutive months after the date of the *accident*.

| Third Degree Burns Table | | Percentage of Maximum Benefits |
|--------------------------|--|--------------------------------|
| Area | Damage as a percentage of total surface area | |
| Head | (a) Equal to or greater than 12% damage of total head surface area | 100% |
| | (b) Equal to or greater than 8% but less than 12% damage of total head surface area | 75% |
| | (c) Equal to or greater than 5% but less than 8% damage of total head surface area | 50% |
| | (d) Equal to or greater than 2% but less than 5% damage of total head surface area | 25% |
| Body (Exclude Head) | (a) Equal to or greater than 20% damage of total body surface area | 100% |
| | (b) Equal to or greater than 15% but less than 20% damage of total body surface area | 75% |
| | (c) Equal to or greater than 10% but less than 15% damage of total body surface area | 50% |

Compensation Conditions:

- (i) Benefit shall not be payable for more than one (1) of the Areas listed above in respect of the same *accident*. If *injury* occurs to more than one (1) of the Areas as a result of the same *accident*, we shall pay only for the Area for which the highest compensation is payable under this section.
- (ii) For any *third degree burns* resulting in damage to an Area listed in the *Third Degree Burns Table* above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *third degree burns* caused by such *injury*, the Percentage of *Maximum Benefits* payable shall be determined by us having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.

Extension to Section 3

1. Under this section, we extend to cover any injury sustained by the insured person while:

- (i) the *insured person* is travelling directly from his/her place of residence or place of regular employment in *Hong Kong* to an immigration counter in the territory of *Hong Kong* for the purpose of conducting immigration clearance procedures within three (3) hours before the scheduled departure time of the *public common carrier* in which the *insured person* has arranged to travel for the purpose of commencing the *insured journey*; and
- (ii) the *insured person* is travelling directly from an immigration counter in the territory of *Hong Kong* to his/her place of residence or place of regular employment within three (3) hours after the actual arrival time of the *public common carrier* in which the *insured person* has arranged to travel for returning to *Hong Kong* from the *insured journey*.

2. Disappearance Clause

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance due to disappearance, sinking or wrecking of the aircraft or other *public common carrier* either on the ground or at sea in which the *insured person* was travelling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

Maximum Liability for Personal Accident

Where any individual life is insured under multiple policies or certificates of insurance which include accidental death and permanent disablement covers as defined in each policy and are issued by us and/or our related companies, the maximum liability in respect of any one individual life under all accidental death and permanent disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

Exclusion applicable to Section 3

This section does not cover any loss caused by an *injury* which is a consequence of any kind of disease and/or illness.

Section 4 – Compassionate Death Cash and Visit

(a) Compassionate Death Cash

In the event that the *insured person* dies (naturally or due to *accident*) during the *insured journey*, we will pay the Compassionate Death Cash as stated in the Table of Benefits to the estate of the *insured person*.

(b) Compassionate Visit

We will also pay for one (1) economy class round-trip *travel ticket* and the reasonable hotel accommodation expenses necessarily incurred and up to the *maximum benefits* as stated in the Table of Benefits to one (1) *immediate family member* to travel over to the place where the *insured person* dies.

In no event shall the total amount payable under this Section 4(b) - Compassionate Visit exceed the *maximum benefits* as stated in the Table of Benefits.

Section 5 – Personal Baggage Cover

We will pay for accidental loss of or damage to personal possessions normally worn or carried, including luggage and belonging, owned by the *insured person* during the *insured journey*. For any personal possession and belonging that are kept inside an unattended vehicle, it must be left inside a trunk of a locked vehicle. We may make payment or at our option reinstate or repair as we may elect subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim shall be dealt with as if the article had been lost.

Sub-limits for Personal Baggage are as follows:

1. HKD2,500 for any one (1) article, pair, set or collection in respect of any one (1) *insured person*.
2. HKD10,000 for one (1) *lap-top computer* in respect of any one (1) *insured person*.
3. An aggregate maximum limit of HKD5,000 for all cameras and camcorders and their accessories and related equipment in respect of any one (1) *insured person*.
4. An aggregate maximum limit of HKD5,000 for all sports equipment in respect of any one (1) *insured person*.

In no event shall the total amount payable under this Section 5 - Personal Baggage Cover exceed 100% of the *maximum benefits* stated in the Table of Benefits.

Exclusions applicable to Section 5

This section does not cover:

- the following classes of property: business goods or sample, foodstuffs and/or medicine, tobacco, contact lenses, dentures and/or its appliances, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, any kind of jewellery or accessories made of or contains of any kind of gold, platinum, diamond, jade or pearl, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), money (including cheques, traveller's cheques, etc), plastic money (including the credit value of credit card, Octopus cards, etc), coupons or securities, bonds, negotiable instruments, tickets or documents;
- lap-top computer* with any problems or defects triggered by software and malicious code (including but not limited to download of such software);
- any loss not reported to the local police or public authority within twenty-four (24) hours of discovery and such report is not obtained at the place of loss;
- any loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, or its resulting loss or damage;
- any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism*, or action taken by government authorities in hindering, combating or defending against such an occurrence; destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade;
- any loss of property not being on the same *public common carrier* of the *insured person*, or souvenirs and articles mailed or shipped separately from the *insured journey*;
- any loss of or damage to property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred to the *insured person*;
- any loss of property when it is left unattended in public place; or as a result of the *insured person's* failure to take due care and precautions for the safe guard and security of such property;
- any loss of property left in unlocked vehicle or in vehicle which is left unattended with no one inside, unless the property is locked inside a trunk of the vehicle;
- any loss of data recorded on tapes, cards, diskettes;
- damage to any brittle or fragile items like glass or crystal;
- any loss of or damage to property while in the custody of a hotel or *public common carrier*, unless reported immediately on discovery in writing to such hotel or *public common carrier* within three (3) days and a Property Irregularity Report is obtained in the case of the event occurred in an airline;
- any loss claimed under Section 12 - Baggage Delay Allowance arising from the same cause;
- any loss of or damage to property insured under any other insurance certificate/policy, or otherwise reimbursed by *public common carrier* or a hotel;
- any loss or damage to hired or leased equipment;
- any unexplained loss or mysterious disappearance;
- loss of golf balls unless contained in the golf bag which is lost at the same time; or
- damage to golf balls in play.

Section 6 – Loss of Personal Money

We will reimburse the *insured person* up to the *maximum benefits* as stated in the Table of Benefits for the loss of personal money, defined as cash, cheques, money order or traveller's cheques only, belonging to and being carried by the *insured person* during the *insured journey*, as a direct result of robbery, burglary or theft.

Exclusions applicable to Section 6

This section does not cover:

- in respect of loss not reported to the local police, within twenty-four (24) hours from of discovery of the incident and for which a relevant report is not obtained at the place of loss;
- loss of traveller's cheque not immediately reported to the local branch or agent of the issuing authority;
- shortage due to error, omission, exchange or depreciation in value;
- any unexplained loss or mysterious disappearance;
- any loss arising from fraud or deception;
- any loss in respect of any form of the plastic money (including any credit card, Octopus cards, etc.) or securities; or
- any loss of money while in the custody of a hotel or *public common carrier*, unless reported immediately on discovery in writing to such hotel or *public common carrier* within three (3) days and a Property Irregularity Report is obtained in case of the event occurred in an airline.

Section 7 – Credit Card Protection

If the *insured person* sustains injury during the *insured journey* which results in death, we will pay the outstanding balance of the *insured person's* credit card as at the date of accident up to the *maximum benefits* stated in the Table of Benefits. No benefit shall be payable for corporate credit cards or supplementary cards. This cover shall not apply to any *insured person* aged seventeen (17) or below on the commencement of the *insured journey*.

Section 8 – Loss of Travel Document and/or Travel Ticket

We will pay for the replacement cost of the Hong Kong Identity Card, credit cards, driving licence, travel ticket or travel document belonging to the *insured person* which is accidentally lost during the *insured journey*. In the event of the *insured person* accidentally loses his/her travel ticket and/or travel document during the *insured journey*, we will (i) pay for the cost of replacing the travel ticket and/or travel document and /or (ii) reimburse the additional traveling expenses and/or accommodation expenses incurred to the *insured person* solely for the sole purpose of making necessary travel arrangements for replacing the lost travel document, and provided that the traveling class and/or the room type for the accommodation shall not be better than the original traveling class and/or the room type for the accommodation in the *insured journey*.

In no event shall the total amount payable under this Section 8 – Loss of Travel Document and/or Travel Ticket exceed 100% of the *maximum benefits* as stated in the Table of Benefits.

Exclusions applicable to Section 8

This section does not cover:

- any loss not reported to the police within twenty-four (24) hours from of discovery of the incident and for which such police report is not obtained at the place of loss;
- for loss of driver's license, credit card(s), or any loss of any travel document and/or visa and/or travel ticket which is not needed to complete the *insured journey*;
- any unexplained loss or mysterious disappearance;
- any fine or penalties incurred due to non-replacement or late replacement of the documents by the *insured person*;
- for the claim of both temporary and permanent version of the same travel document. In the event of such loss, the *insured person* may claim either one (1) version;
- in respect of loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism* or action taken by governmental authorities in hindering, combating or defending against such an occurrence, or from action taken by any government or public authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate any property, or in respect of any property which is (or represents the proceeds of) contraband or which is or has been illegally transported or traded (or represents the proceeds of such actions); or
- any expense incurred or services provided by another party for which the *insured person* is not liable to pay, or any expenses already included in the cost of the *insured journey*.

Section 9 – Loss of Home Contents due to Burglary

We will pay for the loss or damage to the home contents within the *insured person's principal home* in Hong Kong which is uninhabited during the *insured journey* as a direct result of burglary involving the use of forcible and violent entry to or exit from the premises, up to the *maximum benefits* as stated in the Table of Benefits.

We may make payment or at our sole discretion reinstate or repair the lost or damaged home contents subject to due allowance for wear and tear and depreciation, up to a maximum amount of HKD5,000 for any one article, pair, set or collection.

Special Definition applicable to Section 9

Home contents mean household goods, personal belongings, furniture, fixtures and fittings (including interior decorations) belonging to the insured person or a member living in the *principal home*.

Exclusions applicable to Section 9

This section does not cover:

- any loss or damage of bonds, bills of exchange, cash, coins, cheques, jewellery or accessories, promissory notes, postal or money orders, record or book or similar tokens, luncheon vouchers or other coupons, stored value cards, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates, contact or corneal lenses, mobile phones, travel tickets, foodstuffs, animals and motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, loss of data recorded on tapes, cards, diskettes or otherwise;
- any loss not reported to the police within twenty-four (24) hours after the *insured person* returns to Hong Kong from the *insured journey* and for which a police report has not been obtained;
- shortage due to error, omission, exchange or depreciation in value; or
- special equipment or apparatus used in connection with any profession, business or employment.

Section 10 – Personal Liability

We will indemnify any amount which the *insured person* becomes legally liable to pay as compensation and/or legal expenses for an accident occurring during the *insured journey* which causes injury to a third party or damage to property of a third party, up to the *maximum benefits* stated in the Table of Benefits.

However, the *insured person* must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without our written approval.

Exclusions applicable to Section 10

This section does not cover liability arising directly or indirectly from:

- any employment, business, profession or trade;
- any wilful, malicious or unlawful act of the *insured person* or any criminal acts;
- liability to any person who is the *immediate family member* or relative or employer or employee;
- contractual liability;
- ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
- damage to property owned by or held in trust or in the custody of the *insured person* or relative or the *immediate family member* or employer;
- any act of *terrorism*, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.

Section 11 – Travel Delay

In the event that the *public common carrier* in which the *insured person* has arranged to travel is delayed from the departure or arrival time specified in the *insured person's* original itinerary as a result of strike or other industrial action, riot, civil commotion, hijack, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, or airport closure, we will pay the following benefits to the *insured person*:

(a) Travel Delay

HKD300 for each and every full six (6) hours of delay up to the *maximum benefits* as stated in the Table of Benefits.

The period of delay will be calculated from either:

- departure delay will be calculated from the original scheduled departure time of the *public common carrier* specified in the itinerary supplied to the *insured person* until the actual departure time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*; or
- arrival delay will be calculated from the original arrival time specified in the itinerary provided by the *public common carrier* supplied to the *insured person* until the actual arrival time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*.

The *insured person* can only claim for either departure or arrival delay of the same *public common carrier*. If the *insured person* has consecutive connecting flights, the delay is to be calculated based on the difference between actual arrival or departure time, as the case may be, and that stated on the itinerary regardless of the time spent on transit and the proximate cause of the delay must be one (1) of the causes set out in the first paragraph of this Section 11.

(b) Extra Hotel Cost due to Travel Delay

The additional, reasonable and irrecoverable accommodation expenses incurred as a result of the delay over six (6) hours, up to the *maximum benefits* stated in the Table of Benefits.

This cover shall not apply to any *insured person* whose principal home is in Hong Kong.

(c) Extra Re-routing Costs due to Travel Delay

The additional costs incurred by the *insured person* for the purchase of the one-way economy class travel ticket in order to travel to the planned destination as specified in his/her original itinerary by an alternative *public common carrier* as a result of the delay over twelve (12) hours, up to the *maximum benefits* stated in the Table of Benefits. This benefit can be claimed not more than once during any one *insured journey*.

(d) Cancellation due to Travel Delay

We will pay the *insured person* up to the *maximum benefit* as stated in the Table of Benefits for the expenses paid in advance and any amounts for which he/she is legally liable for and are not recoverable from any other source if he/she decides to cancel the *insured journey* due to the causes set out in the first paragraph of this Section 11 which causes delay of departure from Hong Kong for at least twelve (12) hours after the time of check-in for departure.

If the *insured person* has claimed Section 11(d) - Cancellation due to Travel Delay, he/she will not be entitled to make claims under Section 11(a) - Travel Delay, 11(b) - Extra Hotel Cost due to Travel Delay, and/or 11(c) - Extra Re-routing Costs due to Travel Delay.

Special Condition for Section 11

The *insured person* must check-in for the original scheduled *public common carrier* and all claims must be substantiated by written confirmation from the *public common carrier* on the number of hours of delay and the reason for such delay.

Exclusions applicable to Section 11

This section does not cover:

- delay of the *insured journey* as a result of any circumstances which is existing or announced before the effective date;
- any loss arising from late arrival of the *insured person* at the airport or port (i.e. arrival at a time later than the time required for check-in or booking except for the late arrival due to strike by the employees of the *public common carrier*);
- any loss in relation to alterations to original itinerary that is not verified by HKA Holidays or other *public common carrier*, travel agency or other relevant organizations;
- any loss arising from airport closure due to air traffic control by local government or relevant authorities; or
- any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by HKA Holidays or travel agency, tour operator or other provider of any service forming part of the booked itinerary (except for Section 11(a) - Travel Delay).

Section 12 – Baggage Delay Allowance

In the event of the *insured person's* checked-in baggage being delayed for over six (6) hours after the *insured person's* arrival at the scheduled destination abroad, regardless of the number of checked-in baggage, we will pay a lump sum allowance as stated in the Table of Benefit to the *insured person*, and subject to the same delayed checked-in baggage can only be claimed once by one (1) *insured person*.

Special Condition for Section 12

All claims must be substantiated by written confirmation from the *public common carrier* on the number of hours and the reason of such delay.

Exclusions applicable to Section 12

This section does not cover:

- any baggage not being on the same *public common carrier* of the *insured person* or souvenirs and articles mailed or shipped separately;
- any loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by governmental authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations, confiscation by order of any Government of Public Authority or risk of contraband or illegal transportation or trade;
- any loss claimed under Section 5 - Personal Baggage Cover arising from the same cause; or
- any loss as a result of any quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.

Section 13 – Cancellation of Trip

In the event that the *insured person* has to cancel the *insured journey* as a result of any of the following:

- death, serious physical injury or serious illness of the *insured person*, immediate family member or travel companion within ninety (90) days before the commencement date of the *insured journey*;
- witness summons, jury service or compulsory quarantine of the *insured person* within ninety (90) days before the commencement date of the *insured journey*;
- unexpected outbreak of strike, riot, civil commotion, infectious disease, terrorism, adverse weather conditions, or natural disaster at the planned destination arising within one (1) week before the commencement date of the *insured journey*;
- serious damage to the *insured person's principal home* in Hong Kong due to fire, flood or burglary within one (1) week before the commencement date of the planned *insured journey* which requires the *insured person's* presence in Hong Kong on the commencement date of the *insured journey* for the purpose of police investigation;

we will pay up to the *maximum benefits* as stated in the Table of Benefits for the loss of unused travel fare and/or accommodation expenses which have been paid in advance and for which the *insured person* is legally liable and which are not recoverable from any other sources.

Section 14 – Curtailment of Trip

In the event that the *insured person* has to abandon the *insured journey* and return to Hong Kong after the *insured journey* has begun due to:

- death, serious physical injury or serious illness of the *insured person*, immediate family member or travel companion; or
- unexpected outbreak of strike, riot, civil commotion, infectious disease, terrorism, adverse weather conditions or natural disaster at the planned destination which prevents the *insured person* from continuing the *insured journey*; or
- serious damage to the *insured person's principal home* in Hong Kong arising from fire, flood or burglary;

we will pay for the loss of unused travel fare and/or accommodation expenses for which the *insured person* is legally liable and which is not recoverable from any other sources, or additional actual travel fare and accommodation expenses reasonably and necessarily incurred.

The amount of benefit payable under this Section 14 will be calculated in proportion to the number of unused days of the *insured journey* after the relevant interruption in view of the original itinerary of the *insured journey*. The *insured person* can only claim either the forfeited expenses for unused days of the *insured journey* or additional expenses incurred for the curtailment. In no event shall the total amount payable under Section 14 – Curtailment of Trip exceeds the *maximum benefits* specified in the Table of Benefits.

Exclusions applicable to Section 13 and Section 14

These sections do not cover:

- any circumstances leading to the cancellation or curtailment of the *insured journey* which is existing or announced before the *effective date*;
- if the purpose of the *insured journey* is to obtain medical treatment or the *insured journey* is undertaken against the *medical practitioner's* recommendation;
- any medical condition or other circumstances known to have existed before the *effective date*;
- any loss directly or indirectly arising from any government's regulations control or act, bankruptcy, liquidation, error, omission or default of HKA Holidays or any travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked itinerary;
- failure to notify the HKA Holidays or travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked itinerary of the need to cancel or curtail the travel arrangement immediately when it is found necessary to do so;
- any loss in relation to cancellations or curtailments to schedules that is not verified by HKA Holidays or *public common carrier*, travel agency or other relevant organizations;
- any loss which will be paid or refunded by any existing insurance scheme, government programme, HKA Holidays or *public common carrier*, travel agency or any other provider of transportation and/or accommodation;
- failure to obtain a written medical report from the *medical practitioner*;
- any expenses incurred for services provided by another party for which the *insured person* is not liable to pay and/or any expenses already included in the cost of a scheduled *insured journey*;
- any loss if the *insured person* refuses to follow the recommendation of a *medical practitioner* to return to Hong Kong, or refuses to continue the *insured journey* whilst the *insured person's* physical condition at the time of recommendation is fit for travel (applicable to Section 14 – Curtailment of Trip only);
- in respect of losses claimed under Section 11 - Travel Delay arising from the same cause; or
- the *insured person* fails to provide a written confirmation issued by the relevant government or other relevant authorities regarding the *compulsory quarantine*, including but not limited to the quarantined period and the reason for such quarantine.

Section 15 – Missed Event Cover

We will reimburse the ticket cost paid in advance by the *insured person* or his/her spouse in the event that he/she is unable to utilize such ticket(s) which being tickets to overseas theme parks, or overseas sports events, music or performance events as caused by the following (which must occur within ninety (90) days (except for sub-paragraphs (iii)) before the commencement date of the *insured journey*):

- death, serious physical injury or serious illness of the *insured person*, immediate family member or travel companion;
- witness summons, jury service or compulsory quarantine of the *insured person*; or
- mechanical and/or electrical breakdown of the *public common carrier* occurred before the scheduled start time of the aforesaid event to which the tickets are for.

Section 16 – Rental Vehicle Excess

If the *insured person* rents or hires a rental vehicle in the course of the *insured journey* which is involved in a collision whilst under the control of the *insured person* or such vehicle is stolen or damaged and the rental agreement includes an excess (or deductible or similar condition), we will reimburse the *insured person* for the rental vehicle excess which is payable in respect of the loss or damage of the rental vehicle excess up to the *maximum benefits* as stated in the Table of Benefits for the liable loss or damage of the rental vehicle. In no event shall this benefit be paid more than once per *insured journey*.

Special Condition for Section 16

The *insured person* must take relevant comprehensive motor vehicle insurance provided by the rental organization against loss or damage to the rental vehicle during the rental period.

Exclusions applicable to Section 16

This section does not cover:

- any use of the rental vehicle by the *insured person* that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;

- any condition under the influence of alcohol or drugs of the *insured person* who is in charge of a rental vehicle;
- any illegal or unlawful use of the rental vehicle by the *insured person* during the rental period;
- the *insured person* not holding a valid driving license for the country; or
- any rental vehicle that has not taken out a comprehensive motor vehicle insurance.

Part 3 – General Exclusions

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

- any pre-existing condition, congenital and hereditary condition;
- any illegal or unlawful act by the *insured person* or confiscation, detention, destruction by customs or other authorities;
- the *insured person* is not taking all reasonable efforts to safeguard his/her property/money, or to avoid injury to minimize any claim under this insurance;
- riding or driving in any kind of motor racing, competition or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
- suicide or intentional self-inflicted injury;
- insanity, psychosis, sleep disturbance disorder, mental or nervous disorders, any condition under the influence of alcohol or drugs (other than those prescribed by a qualified *medical practitioner*), alcoholism, drug addiction or solvent abuse;
- any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
- any home leave while the *insured person* is confined to a hospital as an in-patient;
- being as a crew member or an operator of any air carrier, or testing of any kind of conveyance;
- any activity or involvement of the *insured person* in the air unless such *insured person* is at the relevant time (i) travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
- engaging in any kind of labour work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or air force service or operations or armed force services;
- trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
- any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
- any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup;
- the *insured person's* direct participation in strike, riot or civil commotion or terrorism;
- any medical treatment received during an *insured journey* which was made for the purpose of receiving medical treatment or if the *insured journey* was undertaken while the *insured person* was unfit to travel; or the *insured person* is traveling against the advice of a *medical practitioner*;
- any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
- any expenses that can be compensated from any other sources except for except for Section 1(b) - Overseas Hospital Income Benefit, Section 1(c) - Hospital Confinement or Compulsory Quarantine Cash Allowance due to Infectious Disease, Section 3 - Personal Accident, Section 4(a) - Compassionate Death Cash, Section 11(a) - Travel Delay and Section 12 – Baggage Delay Allowance; or
- any *insured person* who is a holder of the People's Republic of China passport and travels to/within China during the *insured journey*. However, this exclusion will be waived if the *insured person* mentioned in the aforesaid has an official document issued by an overseas government (other than China) as proof that he/she is a legal resident of the relevant country of such government but travelling with a passport of the People's Republic of China.

Part 4 – General Conditions

- At the time of effecting this policy, the *insured person* must be fit to travel; otherwise any claims shall result in our right to repudiate liability under this policy.
- All *insured journey* must depart from Hong Kong.
- No refund of premium is allowed once the policy has been issued and the policy cannot be renewed once expired.
- If the *insured person's insured journey* cannot be completed within the period stated in the schedule due to any circumstances beyond the *insured person's* control, we will automatically extend the cover period of insurance, subject always to a maximum of ten (10) calendar days, without charge for such a period as is reasonably necessary for completion of the *insured person's insured journey*.
- The maximum period of the *insured journey* cannot exceed one hundred and eighty (180) days.
- The insurance is only valid for conventional leisure travel or business travel (limited to administrative work only). The insurance shall not apply to persons undertaking expeditions, treks or similar journey.
- If the *insured person* is covered under more than one (1) comprehensive voluntary travel insurance policy underwritten by us for the same *insured journey*, only the travel insurance policy with the greatest compensation will apply and benefits thereunder payable.

Part 5 – General Provisions

1. Entire Contract

This policy contract including all relevant documents will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of the policy. No changes in this policy shall be valid unless approved by our authorized officer and evidenced by endorsement of amendment.

2. Age Limit

Unless specifically mentioned in the contrary, this insurance applies to any *insured person* at all ages.

3. Notice of Claims

Written notice of claim must be given to us by the *insured person* within thirty (30) days of the date of the incident causing such loss. In the event of accidental death, immediate notice thereof must be given to us by *insured person's* legal representative.

All other certificates, information and evidences required by us shall be furnished at the expenses of the *insured person's* or the personal representative of the *insured person* and shall be in such form and of such nature as we may prescribe. If the *insured person* does not comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this policy.

4. Proof of Loss

Written proof of loss must be furnished to us within thirty (30) days from the date of issuance of our receipt of the claim provided to us. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as we may reasonably require shall be furnished at the expense of the claimant without any expense to us.

5. Claims Admittance

In no case shall we be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under the policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

6. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by us if we deem necessary and in the event of death to have a post-mortem examination at our expense. The result of such examination shall be our property.

7. Payment of Claims

We will pay all benefits (except for Section 2(b) and 2(c)) to the *insured person* for their respective rights and interests. Benefits payable under Section 2(b) - Emergency Medical Evacuation and Section 2(c) - Repatriation of Mortal Remains will be paid directly to the service provider. All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon our approval. In the event of *accidental* death of the *insured person*, we will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon our approval.

8. Liability Claims

The *insured person* must not admit, deny, or settle a claim without our consent.

9. Misrepresentation or Non-disclosure

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose pre-existing conditions or fail to act in utmost good faith, we will not be liable for any claim and all covers and benefits under this policy shall cease immediately. We will not be liable to refund any premium paid. If any benefit has been paid by us, the *insured person* shall refund such benefit to us within seven (7) working days from the date of our notice of demand.

10. Misstatement of Age

If the *insured person's* age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the *insured person's* age has been misstated and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then our liability shall be limited to the refund of premiums paid this policy, and we will be entitled to void or terminate the policy totally.

11. Zurich Emergency Assistance

The service provider of Zurich Emergency Assistance is an independent service provider providing such respective services to the *insured person* upon his/her request. We or any of our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its respective employees, agents or representatives.

12. Other Insurance

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as this, we will only be liable for our proportionate share (except for Section 1(b) - Overseas Hospital Income Benefit, Section 1(c) - Hospital Confinement or Compulsory Quarantine Cash Allowance due to Infectious Disease, Section 3 - Personal Accident, Section 4(a) - Compassionate Death Cash, Section 11(a) - Travel Delay and Section 12 - Baggage Delay Allowance).

13. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

14. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

15. Subrogation

We have the right to proceed at our 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, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we are entitled by virtue of our right hereunder.

16. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and the *insured person* do(es) not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the our disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this certificate of insurance.

17. Rights of Third Parties

Other than the *insured persons* or as expressly provided to the contrary, a person who is not a party to this has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

18. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

19. Statement of Purpose for Collection of Personal Data

All personal data collected and held by us will be used in accordance with our privacy policy, as notified to the *insured person* from time to time and available at this website: www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm

The *insured person* shall, and shall procure all other *insured person* covered under the policy to, authorize us to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the obligatory purposes as set out in our privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to us, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to us, enabling us to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

20. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

Claims Procedure

Step 1 – Notify us within thirty (30) days of any occurrence which may give rise to a claim.

Step 2 – Complete and provide a claim form and the following documents to us.

Medical Expenses

- Diagnosis and treatment, including the *insured person's* name, diagnosis and date of diagnosis certified by *medical practitioner*, and receipt
- Original *hospital* bill with itemized list/receipts issued by a clinic or *hospital*

Personal Accident

- Certificate issued by a *medical practitioner* certifying the degree or severity of disability
- Police report, where relevant

Accidental Death/Compassionate Death Cash

- Death Certificate
- Coroner's report
- (in the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one year due to sinking or wrecking of the transportation means
- Letters of Administration or Grant of Probate

Personal Baggage, Loss of Personal Money, Travel Documents and/or Travel Ticket

- Receipts, including date of purchase, price, model and type of items lost or damaged
- Official documentation such as property irregularity report from airline/*public common carrier* and their official acknowledgement in writing when loss or damage has occurred in transit
- Police report (which must be made within twenty-four (24) hours of the occurrence)
- Copy of notification to the issuing authority in respect of loss of traveller's cheques (which must be made within twenty-four (24) hours of the occurrence)

Credit Card Protection

- Customer copy of the credit card sales slip, bill, invoice and/or payment receipt

Loss of Home Contents due to Burglary

- Receipts including date of purchase, price, model and type of items lost or damaged
- Police report (which must be made within 24 hours upon return from the insured journey)

Personal Liability

- Statement of the nature and circumstances of the incident or event (no admission of liability or settlement can be made or agreed to without our written consent)
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

Travel Delay

- Official documentation such as delay confirmation report from the airline/*public common carrier* including date, times and duration of the delay, ticket for original *itinerary*, and ticket for the alternative means of reaching the planned destination
- Diagnosis and treatment, including the *insured person's* name, diagnosis and date of diagnosis certified by *medical practitioner*, and receipt

Baggage Delay Allowance

- Official documentation such as property irregularity report from airline/*public common carrier* including date, times and duration of the delay

Cancellation or Curtailment of Trip or Missed Event

- All bills, receipts and coupons
- Diagnosis and treatment, including the *insured person's* name, diagnosis and date of diagnosis certified by *medical practitioner*, and receipt
- Summons to a witness or jury service or *compulsory quarantine*
- Evidence showing the serious damage to the *insured person's principal home*
- Written confirmation from the *public common carrier* including date, times in the event of mechanical and/or electrical breakdown

Rental Vehicle Excess

- Copy of vehicle rental agreement
- Copy of the comprehensive motor vehicle insurance taken out by the *insured person* for the rental vehicle which contains details of coverage and deductible
- Copy of incident report issued by vehicle rental company and/or police report, which contains details of the *accident*
- Original invoice/receipt which shows the charge of the rental vehicle excess by the rental company

Additional documents relevant to the claim may be required and to be forwarded upon our request.

What To Do When the Insured Person Needs Help

In a medical or other emergency, call our 24-hour Zurich Emergency Assistance hotline in *Hong Kong* +852 2886 3977 and quote the *insured person's* name and the master policy number printed on this Policy. An experienced assistance coordinator will handle the *insured person's* enquiry and tell the *insured person* what to do next.

To make a claim, call our claims hotline on +852 2903 9388. For our customer service, call our enquiry hotline on +852 2968 2288. Our office hours are Monday to Friday 9:00 a.m. to 5:30 p.m.

Endorsement to the Policy

It is hereby declared and agreed that the following benefits are added to the policy:

Notwithstanding point 14 Part 3 – General Exclusions, in the event that the *Hong Kong* Security Bureau has hoisted the Black Outbound Travel Alert (hereinafter called "OTA") or Red OTA against the planned destination(s) of an *insured journey* after the *insured person* has paid for any travel expenses of such *insured journey* as covered under this policy, we will pay the following benefits to the *insured person*:

(a) Cancellation of Trip

If the Black OTA or Red OTA is hoisted within one (1) week before the commencement date of the *insured journey* and the *insured person* has to cancel such *insured journey*, or the *travel agent* has to cancel the group tour travel due to Black OTA or Red OTA, we will pay for the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance and for which the *insured person* is legally liable and which are not recoverable from any other sources, subject to the sub-limits below:

1. Black OTA – reimburse up to 100% of the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance or up to the *maximum benefits* stated in the table of benefits under Section 13 – Cancellation of Trip, whichever is lower.
2. Red OTA - reimburse up to 50% of the loss of unused travel fare and/or *accommodation* expenses which have been paid in advance or up to the *maximum benefits* stated in the table of benefits under Section 13 – Cancellation of Trip, whichever is lower.

(b) Curtailment of Trip

If the Black OTA or Red OTA is hoisted during the *insured journey* (provided that the Black OTA or Red OTA was not hoisted on the departure date) and the *insured person* has to abandon the *insured journey* and return to *Hong Kong*, we will pay for the loss of unused travel fare and/or *accommodation* expenses for which the *insured person* is legally liable and which are not recoverable from any other sources, and/or additional actual travel fare and *accommodation* expenses reasonable and necessarily incurred, subject to the sub-limits below:

1. Black OTA – reimburse up to 100% of the loss of unused travel fare and/or *accommodation* expenses and/or additional actual travel fare and *accommodation* expenses or up to the *maximum benefits* stated in the table of benefits under Section 14 – Curtailment of Trip, whichever is lower.
2. Red OTA - reimburse up to 50% of the loss of unused travel fare and/or *accommodation* expenses and/or additional actual travel fare and *accommodation* expenses or up to the *maximum benefits* stated in the table of benefits under Section 14 – Curtailment of Trip, whichever is lower.

The benefit payable for the curtailment expenses in relation to the amount of travel fare or *accommodation* expenses forfeited will be calculated in proportion to the number of days remaining and unused after the relevant interruption of the *insured journey*.

Special Condition applicable to the above (a) and (b):

The *insured person* must first recover the tour fees and/or travelling/*accommodation* fees from the *travel agent* and/or *public common carrier* and/or provider of any service before we pay the remaining irrecoverable costs.

(c) Refund of administration fee charged by the travel agent and/or visa fee

If the Black OTA or Red OTA is hoisted within one (1) week before the commencement date of the *insured journey* and the *insured person* has to cancel such *insured journey*, we will pay the

irrecoverable administration fee charged by the *travel agent/public common carrier/hotel* and/or visa fee paid for the entry into the planned destination(s), up to HKD300 in aggregate to the *insured person*.

(d) Allowance for Involuntary Journey Extension

If the circumstance(s) or incident(s) leading to the issuance of the Black OTA being hoisted during the insured journey (provided that the Black OTA was not hoisted on the departure date) prevent(s) the *insured person* from completing the *insured journey* within the period stated in the original *itinerary* and cause(s) the *insured person* to stay at the planned destination involuntarily while the Black OTA to be hoisted, we will pay a daily allowance of HKD500 to the *insured person*, up to a maximum of ten (10) calendar days.

Exclusions:

This endorsement does not cover:

1. any circumstance(s) or incident(s) (which lead(s) to the hoisting of the Red or Black OTA) which is/are existing or announced before the *effective date*;
2. if the *insured person* refuses to take the first available alternative transportation offered by the original *public common carrier* (applicable to (d) only);
3. any loss claimed under Section 11(a) – Travel Delay (including any extension benefit to this section) arising from the same cause (applicable to (d) only).

Other benefits, terms and conditions as stated in the policy remain unchanged.