

## “TRAVEL NOW” INSURANCE PLAN POLICY

Whereas the Policyholder by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (*hereinafter called “the Company”*) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

Now this Policy witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance and for each Journey (except as otherwise specified under this Policy).

Provided always that the due observance and fulfillment by the Policyholder or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Policyholder or Insured Person of all the conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purpose of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and save for the word Policyholder, words importing the masculine gender only also include the feminine and vice versa.

### PART I – GENERAL DEFINITIONS

Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule/Insurance Certificate/endorsement and any memoranda shall bear such specific meanings wherever it may appear.

1. **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. **Adult** means a person Aged 18 to 80.
3. **Age or Aged** means the age last birthday of the Insured Person on the commencement date of the Period of Insurance and if the same shall be less than 1, Age or Aged means the attained age of the Insured Person on the commencement date of the Period of Insurance.
4. **Bodily Injury** means injury caused solely and directly by accidental, external, violent and visible means and which are independently of any other cause and not by Sickness, disease or gradual physical or mental disorder.

- 5. Child** means all the dependent unmarried legitimate child(ren) including stepchild(ren) and legally adopted child(ren) of the Policyholder or Adult Insured Person who is Aged six (6) weeks to seventeen (17), residing in the Policyholder's or Adult Insured Person's household and for the entire Journey are:
- (1) travelling with the Adult Insured Person (who must be his parent); or
  - (2) travelling under the custody care of Adult (applicable to minor who is insured on standalone basis and/or who is travelling for the purpose of short-term study outside Hong Kong).
- 6. Chinese Medicine Practitioner** means a registered Chinese medicine practitioner under the Chinese Medicine Ordinance Practitioner (Cap.549, Laws of Hong Kong) but excluding a Chinese medicine practitioner who is the Insured Person, the Spouse or relative of the Insured Person.
- 7. Close Business Partner** means a business associate who has a share in the Insured Person's business.
- 8. Compulsory Quarantine** means the Insured Person is confined in an isolated ward of a hospital or an isolated site appointed by the government for at least one (1) full day and continuously stays in there until his/her discharge from the quarantine.
- 9. Country of Residence** means the country in which the Insured Person has his/her permanent home and shown on the Insured Person's passport. Immediate Family members assume the nationality of the Insured Person for the purposes of this Cover.
- 10. Dangerous Activities** means bungee jump, hang-gliding, parachuting, rafting, speed-boating, jet-skiing, trekking (at an altitude not greater than 5,000 meters above sea level), mountaineering (reasonable requiring the use of ropes or guides), rock-climbing & hot-air ballooning, underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
- 11. Emergency Life-saving** means physical injury of the Pet which requires treatment by a Veterinarian and certified by that Veterinarian as being dangerous to life of the Pet
- 12. Family** means the Adult Insured Person's immediate family which includes themselves, their Spouse and Child named in the Schedule/Insurance Certificate of the Policy.
- 13. Home Contents** means all the Insured Person's furniture, furnishings, home appliances, household and personal belongings including household appliances hired by the Insured Person or the Insured Person's Family.
- 14. Hong Kong** means the Hong Kong Special Administrative Region.
- 15. Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
- (1) operates primarily for the reception and medical care and Treatment of sick, ailing or injured persons on an In-patient basis;
  - (2) admits In-patient only under the supervision of a physician or physicians one of whom is available for consultation at all times;
  - (3) maintains organized facilities for medical diagnosis and Treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
  - (4) provides full-time nursing service by and under the supervision of a staff of nurses;
  - (5) maintains a legally licensed Physician in residence;
- "Hospital" shall not include the following:
- (1) a mental institution; an institution confined primarily to the Treatment of psychiatric disease including sub-normality; the psychiatric department of a Hospital;
  - (2) a place for the aged; a rest home; a place for drug addicts or alcoholics;
  - (3) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.
- 16. Infectious Disease** means any kind of infectious disease for which a pandemic alert is issued by the World Health Organisation
- 17. Insurance Certificate** means the insurance certificate attached to and forms part of this Policy.
- 18. Insured Person** means
- (1) an Adult or Spouse or Family or Child named in the Schedule/ Insurance Certificate; or
  - (2) an Adult employee named in the Schedule/ Insurance Certificate if the Policyholder is a business entity/Company.

- 19. Journey** means trips to be taken outside Hong Kong. Such trip shall begin from the time the Insured Person leaves his place of residence or business in Hong Kong (whichever is later) and end at the time the Insured Person returns to his place of residence or business in Hong Kong (whichever is earlier).
- 20. Limit of Indemnity Table** means the maximum limits of the covered benefit items that the Company is liable to pay under this Policy.
- 21. Loss of One Eye** means the complete and irrecoverable and irremediable loss of the sight of an eye.
- 22. Loss of Hearing** means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.
- 23. Loss of One Limb** means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 24. Loss of Speech** means total and permanent irrecoverable loss of speech irremediable by surgical or other means of treatment.
- 25. Major Burns** means the “Third Degree Burns” that has caused full thickness skin destruction and the total body surface area burnt at least by 10%.
- 26. Medical Practitioner** means any person legally authorized by the government as Western medical practitioner with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a Medical Practitioner who is the Policyholder or Adult Insured Person, or the Spouse or relative of the Adult Insured Person.
- 27. Medical Treatment Expenses** means the actual expenses paid by the Insured Person to a Medical Practitioner or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and necessitated by accidental injuries to sound natural teeth.
- 28. Outbound Travel Alert** means the alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: “Amber Alert”, “Red Alert” and “Black Alert”. Definition of the “Outbound Travel Alert” may be changed by the Company from time to time based on changes to the OTA System communicated by the Government of Hong Kong.
- 29. Period of Insurance** shall have the meaning as stated in the Schedule/Insurance Certificate and subject to the maximum duration of Journey as stated thereof, maximum cover period for Single Travel Plan is 180 days.  
under Single Travel Plan means the period when the Insured Person commence the Journey until the time of completion of the Journey except for “Cancellation” under Section 10 in PART II, cover shall be effective immediately as from date of insurance application.
- 30. Permanent Total Disablement** means absolute continuous disablement from engaging in or giving alteration to any gainful occupation or carrying out normal duties in daily life for twelve (12) calendar months and at the end of that time being beyond hope of improvement.
- 31. Personal Notebook Computer** means a laptop, notebook, sub-notebook computer or tablet personal computer.
- 32. Pets** means the cats or dogs residing regularly in the same premise as the Insured.
- 33. Pet Hotel/Boarding Establishment** means an establishment obtained the Boarding Establishment Licence from the Hong Kong Agriculture, Fisheries and Conservation Department (AFCD).
- 34. Policy** means all the Terms and Conditions contained herein, including the Schedule and endorsements in this policy.
- 35. Policyholder** means an individual or business entity who owns this Policy and named as Policyholder in the Schedule/Insurance Certificate of this Policy.
- 36. Pre-existing Condition** means injury, sickness, disease or medical condition which existed before:  
the Period of Insurance  
in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should have reasonably been aware.
- 37. Public Conveyance** means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, High Speed Rail, tram or 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 the regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.

- 38. Schedule** means the schedule attached to and forms part of this Policy.
- 39. Serious Bodily Injury or Serious Sickness** means injury or Sickness which requires treatment by a physician and certified by that physician as being dangerous to life. Where the Insured Person and Travel Companion are concerned, the physician shall also certify that they are unfit to travel or continue with the Insured Person's Journey.
- 40. Sickness** means unforeseen illness or disease commencing or contracted by the Insured Person during the Period of Insurance which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Medical Practitioner.
- 41. Sinkage** means complete or partial immersion of the cruise ship in the sea during Voyage caused by accident and results in serious damage to the cruise ship and all passengers on board are required to immediately evacuate from the cruise ship.
- 42. Spouse** means the legally married spouse of an Adult Insured Person, Aged 16 to 80.
- 43. Travel Companion** means the person made the travel booking or reservation together with the Insured Person and accompanied the Insured Person for the whole insured Journey other than the tour guide or the tour member.
- 44. Veterinarian** means a legally licensed veterinarian or specialist veterinarian, who is duly registered with the Veterinary Surgeons Board of Hong Kong pursuant to the Veterinary Surgeons Registration Ordinance (Cap. 529) of the Laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and legally authorised for rendering veterinary service or practise veterinary surgery in the locality where the treatment is provided to the Insured Pet, but excluding a Medical Practitioner who is the Policyholder or Adult Insured Person, or the Spouse or relative of the Adult Insured Person.
- 45. Voyage** means the period of travel during which the Insured Person is onboard of the cruise ship as a passenger at the first port specified in the itinerary supplied to the Insured Person until the Insured Person disembark from the final port specified in the itinerary.
- 46. Winter Sports** means skiing, tobogganing, sledding and ice skating, including ice hockey and other non-professional sports requiring snow or ice for play.

## **PART II – BENEFITS (per Insured Person)**

### **BASIC BENEFITS (Sections 1 – 13)**

#### **Section 1 – Personal Accident**

In the event of Bodily Injury sustained by an Insured Person during the Period of Insurance which results in death or disablement, the Company shall pay benefits in accordance with the followings:

<u>Benefits</u>	<u>Percentage of the maximum benefit payable under the Schedule/Certificate</u>
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Major Burns	100%
4. Loss of both Eyes or Limbs or; Loss of One Eye and One Limb	100%
5. Loss of One Eye or One Limb	50%
6. Permanent total Loss of Speech or Hearing	50%

#### **Provisions for Section 1**

- No benefits will be payable unless any one of the above items occurs within twelve (12) months from the date of Bodily Injury;
- The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt;
- The maximum amount of all benefits payable for one or more Bodily Injuries sustained by each Insured Person during the Period of Insurance shall not exceed 100% of the benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy;

4. This benefit is not applicable if “Item No.1.1 - Double Indemnity Clause” is payable.

**1.1 Double Indemnity Clause (applicable to Insured Person at the time of injury is Aged 18 to 70.)**

The maximum benefit payable under the Insurance Certificate/Limit of Indemnity Table for “Personal Accident” shall be doubled in the event of the Insured Person sustained accidental death or Permanent Total Disablement whilst travelling as a fare-paying passenger on board a Public Conveyance licensed to carry passengers.

**Section 2 – Compassionate Death Cash Benefit**

In the event of death of the Insured Person during the Period of Insurance as a result of Bodily Injury & Sickness, the Company shall immediately pay such cash relief up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy to the Insured Person’s beneficiary or the legal estate in the absence of beneficiary designation, provided that evidence of proof of loss is obtained from at least two (2) senior personnel of travel agent/organization or through the 24-hour Emergency Assistance Company or through media broadcasting. In the absence of such proof, benefit will only be payable with the evidence after receipt of the police report or death report.

**Section 3 – Medical and Relevant Expenses**

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy for each sick or injured Insured Person in respect of:

- 3.1** Medical Treatment Expenses, emergency transportation to a registered medical institution and additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel or remain behind with the Insured Person) necessarily incurred outside Hong Kong and within twelve (12) months of the date of incident giving rise to the claim as a direct result of Bodily Injury or Sickness contracted or sustained during the Journey and the Period of Insurance.
- 3.2** The necessary Medical Treatment Expenses (including the cost of a private ambulance, professional home-nursing fees, Chinese Medicine Practitioner and bone-setting fees) reasonably incurred by the Insured Person in Hong Kong within three (3) months after the Insured Person’s return from abroad. Such expenses should be resulted from an accident or Sickness abroad and occurred during the Period of Insurance.
- 3.3** Reasonable charges in the event of death for :
- (1) burial of the Insured Person in the locality; or
  - (2) transportation of body of the Insured Person to Country of Residence or Hong Kong; or
  - (3) cremation of the Insured Person and transportation of ashes to Country of Residence or Hong Kong.
- 3.4** In the event that the Insured Person is diagnosed as suffering from a post-traumatic stress disorder by a Medical Practitioner as a direct result of his being a victim of serious Bodily Injury, armed robbery, fire, explosion, natural disasters, hi-jack or Act of Terrorism occurred during the Journey and requires counselling service from a registered psychiatrist or registered clinical psychologist, the Company shall pay the reasonable and necessary medical expenses incurred
- (1) during the Journey; and/or
  - (2) in Hong Kong within 90 days of the Insured Person’s return to Hong Kong upon the completion of the Journey for such counselling service.
- 3.5** Daily Hospital cash benefit: payable for Hospital confinement exceeding twenty-four (24) hours either outside Hong Kong or immediately return to Hong Kong as a result of Insured Person’s Bodily Injury sustained or Sickness contracted during

the Period of Insurance.

In no event shall the total amount payable under item 3.1 to 3.4 exceed 100% of the maximum benefits payable under item 3.1 under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy for each Insured Person.

### **Exclusions for Section 3**

The Company shall not be liable for :

1. treatment or aid obtained in Hong Kong except as specifically covered in item 3.2, 3.4 & 3.5 under this Section;
2. surgery or medical treatment which in the opinion of the Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person returns to Hong Kong;
3. cost of single or private room accommodation at a Hospital, clinic or nursing home, except in the opinion of the Medical Practitioner, it is deemed necessary for the Insured Person for such accommodation;
4. dental care or treatment, except as necessitated by Bodily Injuries to sound natural teeth occurring during the Period of Insurance;
5. claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the Bodily Injury or Sickness, issued by the attending registered Medical Practitioner;
6. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions thereof except necessitated by Bodily Injury occurring during the insured Journey;
7. for treatment relating to Pre-existing Condition.

### **Section 4 - Baggage and Personal Effects**

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person as a result of accidental loss of or damage to baggage taken, sent in advance or purchase on the Journey (including sports equipments, clothing and personal effects worn or carried on the person, trunks, suitcases and the like receptacles) and theft or robbery of the Insured Person's Personal Notebook Computer owned by the Insured Person, occurring during the Period of Insurance.

The Company may make payment or at the option to reinstate or repair as the Company may elect, subject to due allowance for wear and tear and depreciation. In the event that the Insured Person purchases a comparable replacement for the damaged or lost article, the Company will pay the replacement cost providing the damaged or lost article is not more than two (2) years old at the date of loss. If the Insured Person cannot prove the age of the damaged or lost article or the article is more than two (2) years old, the Company will deal with the claim on the basis of intrinsic value of the article, or the cost of repair, whichever is the lower. If any article is proven beyond economical repair, the Company will deal with the claim as if the article had been lost.

### **Exclusions for Section 4**

The Company shall not be liable for:

1. loss or damage arising from delay or confiscation or detention by Customs or other official;
2. loss or damage to foodstuff, drinks, medicine, tobacco and nutritional supplements.
3. stamps, contact or corneal lenses, or damage to fragile articles;
4. loss of cash, banknotes, negotiable instruments, bonds or securities, deeds, electronic wallet, plastic money (including

credit cards and Octopus cards etc.) and other instruments of payment or documents of any kind, passports, visas, air tickets, transportation and accommodation or any other travel vouchers or coupons, travel document, identity card, driving license, travel pass and/or ticket;

5. loss or damage to any pager, mobile phone, portable telecommunication equipment, personal digital assistant (PDA), computer equipment, software or accessories;
6. loss or damage to business goods or samples, data recorded on tapes, cards, discs or otherwise;
7. normal wear and tear, gradual deterioration, scratching, denting, mechanical or electrical breakdown or derangement;
8. loss or damage whilst in the custody of an airline or other carrier, unless such loss or damage is reported immediately on discovery and a "Property Irregularity Report" is obtained from an airline,
9. losses not reported to the police at the place of loss within 24 hours of discovery nor a report obtained; or
10. any loss of property when it is left unattended in a Public Conveyance or in public place or in a unlocked vehicle;

### **Section 5 - Delayed Baggage**

In the event of the Insured Person's checked-in baggage being delayed for at least six (6) hours after the Insured Person's arrival at the scheduled destination abroad due to misdirection in delivery or hi-jack, the Company will reimburse the Insured Person for the actual costs of emergency purchases for each Journey of essential items, clothing or requisites up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy.

#### **Exclusions for Section 5**

The Company shall not be liable for:

1. any purchase for which the Insured Person fails to submit receipts for the purchase of essential items, clothing or requisites;
2. claims not supported by written confirmation from the Public Conveyance on the number of hours and the reason of such delay;
3. the Insured Person is not entitled to claim under both Sections 4 and 5 under this PART II for the loss of or damage to the same item.

### **Section 6 - Personal Money**

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person in respect of loss of cash, bank notes, cheques, travelers' cheques, money orders taken on Journey as a direct result of theft, robbery or accident, and /or loss of the electronic wallet due to robbery of mobile phone.

#### **Exclusions for Section 6**

The Company shall not be liable for:

1. loss or damage arising from delay or confiscation or detention by Customs or other official;
2. loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline, a "Property Irregularity Report" is obtained from an airline;
3. shortages due to error, omission, exchange or depreciation in value;
4. loss not reported to the police at the place of loss within 24 hours nor a report obtained;
5. loss of travellers' cheques not immediately reported to the local branch or agent of issuing authority;

6. any unexplained loss or mysterious disappearance;
7. any loss arising from fraud or deception;
8. if the Insured Person contributed to his own loss by leaving the personal money unsupervised in a public place;
9. any loss of personal money not belonging to but being carried by the Insured Person;
10. the bank account or credit card bundled in the electronic wallet is not registered under the name of the Insured Person; or
11. any loss of property when it is left behind and unattended in a Public Conveyance or in public place or in a unlocked vehicle;

#### **Section 7 - Travel Document and Travel Ticket**

The Company will pay this benefit for loss of the Insured Person's travel document, identity card, driving license, travel pass and/or ticket as a direct result of theft, robbery or accident during the Journey. The Company will reimburse such Insured Person for :

- 7.1** the replacement cost of travel document, identity card, driving license, and/or travel pass charged by the issuing body during the Journey; and/or
- 7.2** additional transportation (on economy class only) and accommodation expenses reasonably and necessarily incurred to obtain lost travel documents during the Period of Insurance.

#### **Exclusions for Section 7**

The Company shall not be liable for:

1. any loss which the Insured Person fails to report to police within 24 hours or as soon as practicable upon discovery of such loss;
2. any loss contributed to by the Insured Person leaving the travel document or travel pass unsupervised in a public place or a Public Conveyance or vehicle of any other kind;
3. any benefit under this Section if the lost or stolen travel document or travel pass is not necessary for completing the Journey;
4. any loss of the travel document or travel pass arising from the confiscation by a government authority, customs official or police.

#### **Section 8 - Personal Liability**

The Company shall indemnify the Insured Person for legal liability to a third party up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy arising during the Period of Insurance as a result of:

- 8.1** Bodily Injury (including results in death or disease) to any person;
- 8.2** Accidental loss of or damage to property.

In addition, the Company shall indemnify the Insured Person for:

- (1) legal costs and expenses recoverable by any claimant from the Insured Person; and
- (2) the Insured Person's legal costs and expenses incurred with the prior written consent of the Company.

In any event the indemnity in this Section 8 shall not apply in respect of judgments that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.



### **Exclusions for Section 8**

The Company shall not be liable for any claims arising directly or indirectly from, in respect of or due to:

1. employer's liability, contractual liability or liability to a member of the Insured Person's Family;
2. property belonging to or held in trust or in the care, custody or control of the Insured Person;
3. any willful, malicious or unlawful act, or use of firearms;
4. pursuit of trade, business or profession;
5. ownership or occupation of land or buildings (other than occupation of any temporary residence),
6. ownership, possession or use of vehicles, aircraft or watercraft;
7. legal costs resulting from any criminal proceedings;
8. the influence of intoxicating liquor, mountaineering, Winter Sports, ski racing in major events, ski-jumping, ice hockey, the use bobsleighs or skeletons, riding or driving in races or rallies; or
9. liability arising from animals.

### **Section 9 - Travel Delay**

In the event of departure of the Public Conveyance in which the Insured Person had arranged to travel is delayed for at least six (6) hours from the departure time specified in the Insured Person's original itinerary due to the strike, hi-jack, adverse weather conditions, natural disasters, Act of Terrorism, , closure of airport, mechanical breakdown, structural defect of that Public Conveyance or "Black Alert" is issued according to the Outbound Travel Alert (OTA) System for the country of planned destination where the Insured Person is visiting (notwithstanding General Exclusions 1(2)(a)) during the Period of Insurance (the "**Covered Delay**"), the Company will pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy for each Insured Person on either one of the 9.1-9.2, and 9.3:

- 9.1 cash benefit for each full 6 hours delay as a direct result of a Covered Delay (extended to cover delay due to "Red Alert" is issued according to the Outbound Travel Alert (OTA) System) ; or
- 9.2 additional travel costs including alternative public transportation costs for reaching to the original planned destination which stipulated in the original scheduled itinerary, and accommodation expenses outside Hong Kong necessarily and reasonably incurred as a direct result of a Covered Delay by at least 6 consecutive hours.
- 9.3 Pet Boarding or Hotel Services

The company will reimburse the Insured, who have been suffering from involuntary travel delay for more than 1 day (24 hours), for reasonable and unavoidable extra cost for the extension of Pet Boarding or Hotel Services incurred for the Pet(s). The reimbursement will be payable from the second day of the travel delay up to a maximum of 3 days.

**If the Insured Person has consecutive connected flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be due to the above-mentioned reasons.**

### **Exclusions for Section 9**

The Company shall not be liable for:

1. failure of the Insured Person to check in with the Public Conveyance (or their handling agents) according to the itinerary supplied to him;
2. the cause or condition leading to or resulting in the delay exists or is known to exist prior to the date of application for this insurance ;

3. late arrival of the Insured Person at the airport, port or station after check-in or booking-in (except for the late arrival due to causes as stated under Section 9 "Travel Delay");
4. claims not supported by report or certificate from the Public Conveyance describing the nature and the number of hours of delay.
5. any claim for which the insured person fails to furnish an official receipt issued by the pet hotel which states the check-in and check-out dates of the pet.

### **Section 10 – Cancellation**

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Public Conveyance or provider of accommodation, or irrecoverable cost of a admission tickets for major sports events, musicals, concerts, museums and theme parks for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation of each booked Journey before the commencement of Journey arising from the following reasons after the policy has been effective.

- 10.1 death, Serious Bodily Injury or Serious Sickness or like event occurring to the Insured Person or his Spouse, parent, parent-in-law, grandparent, Child, brother, sister, fiancé, fiancée or Close Business Partner resident in Hong Kong;
- 10.2 compliance with a witness summons, jury service or Compulsory Quarantine of the Insured Person;
- 10.3 serious damage to the insured persony service or Compulsory Quarantine of the Insured Person;n 7 days before the commencement date of the planned insured Journey;
- 10.4 "Black Alert" is issued according to the Outbound Travel Alert (OTA) System for the country of planned destination where the Insured Person is visiting within 7 days before the commencement date of the planned insured Journey;
- 10.5 the Pet of the Insured Person requires Emergency Life-saving surgery.

### **Provisions for Section 10**

**The benefit payable under this Section is subject to the following conditions:**

1. With respect to any event stated in item 10.1 of this Section, the benefit will only be payable if it happens after 24 hours from the successful enrolment (except the death, Serious Bodily Injury or Serious Sickness is directly caused by accident).
2. With respect to any event stated in item 10.2 of this Section, the benefit will only be payable if an order or notice of compliance is issued to the Insured Person after 24 hours from the successful enrolment.
3. The Insured Person shall provide and surrender the original unused travel and admission tickets to the Company.
4. claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the bodily injury or sickness of the Pet, issued by the Veterinarian who provides the treatment.

### **Section 11 –Curtailment**

Curtailment herein means abandonment by return to Country of Residence or Hong Kong of the booked Journey after arrival at the booked destination as shown on booking invoice.

In the event of Curtailment of the Insured Journey due to:

- 11.1 death, Serious Bodily Injury or Serious Sickness of the Insured Person, the Spouse, parent, parent-in-law, grandparent, Child, brother, sister, fiancé, fiancée or Close Business Partner resident in Hong Kong;

11.2 severe damage to the Insured Person's principal home in Hong Kong arising from fire or flooding;

11.3 "Black Alert" is issued according to the Outbound Travel Alert (OTA) System for the country of planned destination where the Insured Person is visiting;

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person in respect of :

1. proportional return of the irrecoverable prepaid deposits of the booked Journey (including the traveling expenses, air ticket, travel tickets, accommodation expenses, tour package fee or admission tickets for major sports events, musicals, concerts, museums or theme parks) as shown on the booking invoice, calculated at pro rata for each complete day of the booked Journey lost, due to the necessary and unavoidable curtailment of the booked Journey;
2. the additional travel expenses reasonably incurred for returning to Hong Kong by Public Conveyance.

### **Provision for Section 11**

**The benefit payable under this Section is subject to the following condition:**

The Insured Person shall surrender any unused portion of his ticket to the Company if his original ticket is not valid for travel.

### **Exclusions for Section 10 and Section 11**

The Company shall not be liable for:

1. government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked Journey (including error, omission or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked;
2. disinclination to travel due to personal decision or financial circumstances of any Insured Person,
3. any unlawful act or criminal proceedings of any person on whom the Journey plans depend, other than attendance of the Insured Person under subpoena as a witness at a Court of Law;
4. failure to notify travel agent/tour operator or provider of transport or accommodation immediately when it is found necessary to cancel or curtail the travel arrangements;
5. the cause or condition leading to or resulting in the cancellation or curtailment exists or is known to exist before commencement of the Journey or the date of application for this insurance;
6. Loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a hotel, public common carrier, travel agent or any other provider of travel and/or accommodation;
7. any loss in relation to cancellations or curtailments to schedules that is not verified by the airline, travel agency or other relevant organizations;
8. failure to obtain a written medical report from the Medical Practitioner.

### **Section 12 - Rental Vehicle Excess**

Provided that the Insured Person rent or hire a private car during the insured Journey from a licensed car rental company in which the Insured Person is legally liable to a motor insurance excess or deductible for the loss of or damage to the rented car imposed under the motor insurance policy as attached to the rental agreement involved, the Company will pay such excess or deductible up to the maximum benefit payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy.

## **Exclusions for Section 12**

The Company shall not be liable for:

1. motor cycle and cycle;
2. any loss if the Insured Person do not comply with all requirements of the rental agreement;
3. any loss if the Insured Person is not the named driver on the rental agreement;
4. any loss if the loss of or damage to the motor vehicle is the direct result of the Insured Person's act which against any of the traffic regulations in the local area;
5. any loss if there is no motor insurance attached to the rental agreement or the Insured Person elects not to be covered under the motor insurance;
6. the Insured Person is not duly licensed to drive the motor vehicle at the time of the accident or is taking part in or practicing for speed or time trials of any kind.

## **Section 13 – 24-Hour Emergency Assistance Services and Benefits   Hotline : ( 852 ) 2861 9235**

If the Insured Person shall suffer serious Bodily Injury or Sickness or is in need of medical, legal administrative emergency assistance outside his Country of Residence while arising out of and in the course of his Journey, provided that such Journey is not undertaken

- against the advice of the Medical Practitioner and/or
- for the purpose of obtaining or seeking any medical or surgical treatment aboard.

the following emergency assistance services and benefits are available directly from the Emergency Assistance Service upon specific verbal notification by the Insured Person or his personal representative to any of the specified 24-hour Alarm Center, provided that the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him.

### **13.1 Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment**

When medical advice is needed, the Insured Person may call the Emergency Assistance Service's Alarm Center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for personal assessment and the Emergency Assistance Service will assist the Insured Person in making the medical appointment. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Assistance Service.

### **13.2 Medical Evacuation**

Should the Insured Person suffer from Bodily Injury or Sickness outside his Country of Residence such that Emergency Assistance Service's medical team and the attending physician recommends hospitalization in another medical facility where the Insured Person can be suitably treated Emergency Assistance Service will arrange and pay for:

- (1) the transfer of the Insured Person into one of the nearest hospital and,
- (2) if necessary, on medical grounds to transfer the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sickness.

The medical team and attending physician will determine the necessary arrangements according to the circumstances.

To complete the Medical Evacuation, the Emergency Assistance Service will in accordance to the condition arrange for the following:

- (1) ambulance to transfer the Insured Person to the airport of departure
- (2) emigration/immigration and customs clearances at the airport of departure/destination
- (3) intensive care equipment
- (4) qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- (5) ambulance on the tarmac to meet the Insured Person and the medical escort at the airport of arrival
- (6) immediate consultation by appropriate specialist upon arrival
- (7) reservation of bed in hospital
- (8) constant monitoring of the medical condition of the Insured Person during his hospitalization by the Emergency Assistance Service's doctor
- (9) liaison with the Family of the Insured Person and updating of the evolution of the treatment

### **13.3 Repatriation after Treatment**

After local treatment, the Insured Person's medical condition in accordance with the medical opinion of both the attending physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his Country of Residence or Hong Kong by scheduled airline flight or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that (i) the Insured Person shall surrender any unused portion of his ticket to the Emergency Assistance Service, (ii) the fare class of the scheduled Public Conveyance shall not exceed the fare class of the original travel ticket of the Insured Person, (iii) any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Emergency Assistance Service's Alarm Center under constant medical supervision.

### **13.4 Repatriation of Mortal Remains/Ashes**

Upon the death of an Insured Person, the Emergency Assistance Service will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to the maximum benefits payable under this item as specified in the Insurance Certificate/Limit of Indemnity Table for

- (1) the repatriation of the Insured Person's body or ashes to the Insured Person's Country of Residence or Hong Kong, or
- (2) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Emergency Assistance Service's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of the Insured Person's body or ashes to the Insured Person's Country of Residence or Hong Kong. In any event cost of coffin is not covered.

### **13.5 Travel Information**

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his Journey.

- (1) Update immunizations and vaccinations requirement and needs
- (2) Weather information worldwide
- (3) Airport taxes
- (4) Customs requirements
- (5) Passport and visa requirements

- (6) Consulate and embassies addresses and contact numbers
- (7) Exchange rates
- (8) Banking days
- (9) Language information & arrangement of interpreter services
- (10) Arrangement of Child escort
- (11) Transmission of urgent messages in case of Emergency

### **13.6 Luggage Retrieval**

In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Emergency Assistance Service will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.

### **13.7 Emergency Rerouting Arrangements**

The Emergency Assistance Service will assist the Insured Person in reorganizing his flight schedule should an emergency oblige him to alter his original plan.

### **13.8 Administration Assistance on Loss of Travelling Document**

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), the Emergency Assistance Service will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

### **13.9 Legal Assistance**

Worldwide referral of lawyers and solicitors firms at the Insured Person's request.

### **13.10 Compassionate Visit**

In the event of the Insured Person suffering from Serious Bodily Injury or Serious Sickness resulting in hospital confinement outside his Country of Residence for more than ten (10) consecutive days, the Emergency Assistance Service will arrange and pay for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from the Insured Person's Country of Residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

### **13.11 Return of Unattended Dependent Child to Country of Residence or Hong Kong**

If any of the Insured Person's travelling dependent Child under eighteen (18) years of Age is left unattended by reason of the Insured Person's Serious Bodily Injury or Serious Sickness resulting in hospital confinement outside his Country of Residence or the death of Insured Person, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket-for such Child to return to his home in the Insured Person's Country of Residence or Hong Kong including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that (i) the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service, (ii) the fare class of the scheduled Public Conveyance shall not exceed the fare class of the original travel ticket of the Insured Person. If necessary, the Emergency Assistance Service will also hire and pay for a qualified attendant to accompany any such dependent Child for return Journey.

### **13.12 Deposit Guaranteeing of Hospital Admission**

In case of hospital admission duly approved by both the attending physician and the Emergency Assistance Service's Alarm Center doctor and the Insured Person is without means of payment of the required hospital admission deposit, the

Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$50,000 and subject to the condition, covers and limits of Part II Section 3 – Medical and Relevant Expenses.

### **13.13 Hotel Room Accommodation for Convalescence**

The Emergency Assistance Service will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5 (five) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the hospital, and if deemed medically necessary by Emergency Assistance Service's doctor.

### **13.14 Unexpected Return to the Country of Residence**

In the event of the death of the Insured Person's immediate relative ( shall mean parents, Spouse, Child or siblings ) in his Country of Residence while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his Country of Residence, the Emergency Assistance Service will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.

### **13.15 Exclusions**

The Company shall not be liable for:

- (1) Costs which would have been payable by the Insured Person if the event giving rise to the intervention of Emergency Assistance Service had not occurred.
- (2) Cases of minor Sickness or Bodily Injury with the opinion of the Emergency Assistance Service's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work, the Emergency Assistance Service will not provide any service to the Insured Person.
- (3) No expenses incurred will be borne by the Emergency Assistance Service if the Insured Person in the opinion of the Emergency Assistance Service's doctor is physically able to return to his Country of Residence or Hong Kong sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.

## **OPTIONAL BENEFITS**

### **I. Enhanced Benefits (Sections 14 – 18)**

#### **Section 14 – Terrorism Extended Cover**

##### **14.1 Personal Accident Extended Cover**

The Company shall pay according to the coverage, provisions, exclusions and the maximum benefits payable under **Section 1 – Personal Accident** as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person as a result of Bodily Injury sustained by an Insured Person arising from Act of Terrorism during the Period of Insurance which results in death or disablement, **provided this Section is not applicable if claim is payable under Basic Benefit Section 1 “Personal Accident”**.

##### **14.2 Medical Expenses Extended Cover**

The Company shall pay according to the coverage, provisions, exclusions and maximum benefits payable under **Section 3 – Medical and Relevant Expenses** as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person as a result of Bodily Injury sustained by an Insured Person arising from Act of Terrorism during the Period of Insurance. **Provided this Section is not applicable if claim is payable under Basic Benefit Section 3 “Medical and Relevant Expenses”**.

### **Terrorism Extended Cover - Endorsement**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy has been extended to include cover for Act of Terrorism other than for loss, death, Bodily Injury, Sickness, cost or expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from or in connection with any Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, death, Bodily Injury, Sickness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

### **Section 15 –Severe Incident Extended Cover**

The Company shall pay according to the coverage, provisions, exclusions and maximum benefits payable under **Section 10 – Cancellation and Section 11 – Curtailment** as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Public Conveyance or provider of accommodation, or admission tickets for major sports events, musicals, concerts, museums and theme parks for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation or curtailment of each booked Journey arising from:

15.1 unexpected outbreak of strike, industrial action, adverse weather conditions, natural disasters or Infectious Disease at the planned destination; or

15.2 death, Serious Bodily Injury or Serious Sickness of the person with whom the Insured Person is travelling.

#### **Provisions for Section 15**

**The benefit payable under this Section is subject to the following conditions:**

1. With respect to any event stated in **item 15.1** of this Section, the benefit under **Cancellation** cover will only be payable if it happens within 7 days before the commencement date of the insured Journey which prevents the Insured Person from commencing the Journey;
2. With respect to any event stated in **item 15.2** of this Section, the benefit under **Cancellation** cover will only be payable if it happens after 24 hours from the successful enrolment (except the death, Serious Bodily Injury or Serious Sickness is directly caused by accident); or
3. The Insured Person shall provide and surrender the original unused tickets to the Company.

### **Section 16 – Extra Allowance and Compensation**

#### **16.1 Infectious Disease Cash Allowance**

The Company will pay a cash allowance for each complete day (i.e. a continuous period of 24 hours) of Compulsory Quarantine imposed on the Insured Person during the Journey or within 7 days of his return to Hong Kong for reason of being suspected or confirmed to have infected with Infectious Disease, subject to a maximum benefit as stipulated in the Insurance Certificate/Limit of Indemnity Table and the Insured Person must submit documentary proof for suspected to have Infectious Disease and having the Compulsory Quarantine by order of the government authority.



### **Exclusions for Section 16.1**

The Company shall not be liable:

1. for any dwelling quarantine;
2. if the planned destination has been declared as an infected area by the local government and/or the World Health Organisation on or before the date of departure of the Period of Insurance;
3. if the confinement or quarantine period is less than a continuous period of 24 hours.

### **16.2 Black Travel Alert Cash Allowance**

The Company will pay a one-off cash allowance for a delay of the scheduled departure or curtailment at least 6 consecutive hours due to the issuance of "Black Alert" according to the Outbound Travel Alert (OTA) System for the country of planned destination where the Insured Person is visiting during the Period of Insurance according to a maximum benefit as stipulated in the Insurance Certificate/Limit of Indemnity Table.

### **Provisions for Section 16.2**

**The benefit payable under this Section is subject to the following conditions:**

1. such "Alert" is not in existence prior to the insurance application date;
2. in the event the "Travel Delay" and "Curtailment" happened simultaneously, only a one-off cash allowance will be payable for each Insured Person.

### **16.3 Winding up of airline company or travel agency**

In the event of loss of the Insured Person as a direct result of winding-up of airline company OR winding-up of travel agents which are registered in the Travel Industry Council of Hong Kong during the period of insurance, the Company will pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy for each Insured Person for:

1. Cancellation: loss of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Public Conveyance or provider of accommodation, or irrecoverable cost of admission tickets for major sports events, musicals, concerts, museums and theme parks for the sole benefit of the Insured Person; and/or
2. Travel Delay: additional costs including alternative public transportation costs and accommodation expenses necessarily and reasonably incurred outside Hong Kong as a direct result of a Covered Delay by at least 6 consecutive hours.

### **Exclusions for Section 16.3**

The Company shall not be liable:

1. failure of the Insured Person to check in with the Public Conveyance (or their handling agents) according to the itinerary supplied to him;
2. the cause or condition leading to or resulting in the delay exists or is known to exist prior to the date of application for this insurance;
3. claims not supported by report or certificate from the Public Conveyance describing the nature and the number of hours of delay;
4. The Insured Person shall provide and surrender the original unused tickets to the Company;

5. Loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a hotel, public common carrier, travel agent or any other provider of travel and/or accommodation;
6. any loss in relation to cancellations or curtailments to schedules that is not verified by the airline, travel agency or other relevant organizations.

**Section 17 – Personal Notebook Computer and Mobile Phone Cover**

The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person in respect of loss of Personal Notebook Computer and mobile phone taken on Journey as a direct result of:

- 17.1 accidental loss of Personal Notebook Computer;
- 17.2 theft, robbery or accidental loss of mobile phone.

**Exclusions for Section 17**

The Company shall not be liable for:

1. loss or damage arising from delay or confiscation or detention by Customs or other official;
2. loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline, a “Property Irregularity Report” is obtained from an airline;
3. loss due to theft or robbery not reported to the police at the place of loss within 24 hours nor a report obtained;
4. any unexplained loss or mysterious disappearance;
5. any loss arising from fraud or deception;
6. if the Insured Person contributed to his own loss by leaving the personal belongings unsupervised in a public place;
7. any loss of property not belonging to but being carried by the Insured Person ; or
8. normal wear and tear, gradual deterioration, scratching, denting, mechanical or electrical breakdown or derangement.

**Section 18 – Outbound Travel Alert Extended Cover**

The Company shall pay according to the coverage, provisions, exclusions and maximum benefits payable under **Section 10 – Cancellation and Section 11 – Curtailment** as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy, and according to the coverage and provision under **item 10.4 and item 11.3**, this policy is extended to cover each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Public Conveyance or provider of accommodation (the “**Loss Amount**”) for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation or curtailment of each booked Journey due to issuance of “Amber Alert” or “Red Alert”, **provided that** the benefits payable as follows:

	<b>Amber Alert</b>	<b>Red Alert</b>
<b>Benefits payable for Cancellation or Curtailment of Journey due to the relevant OTA</b>	25% of the Loss Amount	50% of the Loss Amount

**II. CRUISE COVER (Sections 19 - 23)**

**Section 19 - Personal Accident Extended Cover**

In the event of disappearance of the Insured Person due to Sinkage of the cruise ship, fire, natural disasters or the Insured Person being kidnapped by pirates during the Voyage, the Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person, **provided**

**that** the body of the Insured Person has not been found within one (1) year after the date of the disappearance, it will be presumed that the Insured Person suffered death resulting from an accident covered by this Policy at the time of such disappearance.

**Should a loss arise for which a claim under this Section is payable, no further claims shall be payable under Section 1 “Personal Accident” Benefit and item 1.1 “Double Indemnity Clause” and Section 14 (item 14.1 “Personal Accident Extended Cover” Benefit) of this Policy in respect of the same loss.**

#### **Section 20 - Cruise Cancellation and Interruption Cover**

In the event that the scheduled Public Conveyance in which the Insured Person has arranged for travelling to the port of departure is delayed by at least 8 consecutive hours counting from the scheduled time of arrival specified in the itinerary due to unanticipated adverse weather conditions, natural disasters, industrial action involving Public Conveyance, Act of Terrorism, hi-jack or mechanical breakdown of Public Conveyance or issuance of black Outbound Travel Alert during the Journey, directly result in the Insured Person’s failure to board the cruise ship at the designated boarding port. The Company shall pay up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy in all for each Insured Person on either one of the following item:

##### **20.1 Cruise Cancellation**

the deposits or any part of the payment made in advance for the cruise tour which is forfeited and irrecoverable from the tour operator, cruise ship company or any source; or

##### **20.2 Cruise Interruption**

additional travel expenses which are reasonably and inevitably incurred from the port of departure to the next scheduled port of call specified in the original itinerary to catch up with the cruise tour.

**Should a loss arise for which a claim under this Section is payable, no further claims shall be payable under Section 9 “Travel Delay” Benefit, Section 10 “Cancellation” Benefit, Section 11 “Curtailement” Benefit and Section 15 “Severe Incident Extended Cover” Benefit of the Policy in respect of the same loss.**

#### **Section 21 - Post-Departure Cruise Cover**

##### **21.1 Curtailement of Cruise Trip**

In the event that the Insured Person has to curtail the Journey due to the following causes which result in the cruise ship’s failure to continue the Voyage , the Company shall reimburse each Insured Person the unused portion of the irrecoverable prepaid deposit and the additional transportation expenses reasonably incurred to enable him/her to return to Hong Kong or the starting or ending point of the Voyage trip, up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy :

- (1) mechanical breakdown of the cruise ship;
- (2) compulsory detention by local government authorities when moored in the port.

##### **21.2 Failure to Board The Cruise Ship**

In the event that the Insured Person fails to board the scheduled cruise ship after shore excursion due to the following causes, the Company shall also reimburse the additional cost of additional transportation expenses reasonably incurred to

enable the Insured Person to travel to the next scheduled port of call specified in the original itinerary of the Voyage and/or reasonable actual accommodation expenses incurred by the Insured Person at the place of loss, up to the maximum benefits specified in the Insurance Certificate/Limit of Indemnity Table:

- (1) serious traffic accident of the Public Conveyance on which the Insured Person is travelling during the shore excursion;
- (2) Bodily Injury during the shore excursion which requires the Insured Person or his/her Travel Companion to be confined in the Hospital at the scheduled departure time of the cruise ship at the relevant port.

**Should a loss arise for which a claim under this Section is payable, no further claims shall be payable under Section 9 “Travel Delay” Benefit, Section 10 “Cancellation” Benefit, Section 11 “Curtailed” Benefit and Section 15 “Severe Incident Extended Cover” Benefit of the Policy in respect of the same loss.**

#### **Section 22 -Shore Excursion Cancellation Allowance**

In the event that the shore excursion, which the Insured Person has booked and paid before the commencement date of the Voyage, is cancelled as a direct result of:

1. Serious Bodily Injury or Serious Sickness suffered by the Insured Person or Travel Companion or;
2. Unanticipated adverse weather conditions, natural disasters, Infectious Disease, industrial action, riot/civil commotion (notwithstanding General Exclusion 1(2)(a)) or Act of Terrorism at the scheduled destination of the shore excursion.

The Company shall pay a lump sum allowance for each cancelled excursion to each Insured Person up to the maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table of this Policy.

#### **Exclusions Applicable to the Cruise Benefits — Section 20, 21 and 22**

The Company shall not be liable for:

1. any loss arising from any circumstances leading to the relevant delay or interruption of the Journey which is existing or announced before the date of application for this insurance;
2. any loss directly or indirectly arising from any government’s regulations, control or act (except Section 21 item 21.1(2)), or from the bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the scheduled itinerary of the Voyage;
3. any loss arising from any circumstances where the Insured Person fails to timely notify the travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the original itinerary of the Journey of the cancellation of any travel arrangement or to notify the relevant providers of the need to make any alternative arrangement immediately when it is found necessary to do so;
4. any loss arising from late arrival of the Insured Person at the port (i.e. arrival at a time later than the boarding time for the cruise or the time required for check-in, whichever is the earlier) except for the causes specified in each of the benefits above as stated in Section 20 and Section 21;
5. the travel delay arises from the Insured Person’s refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider or cruise ship company;
6. any loss in relation to alterations to original itinerary which is not accepted before commencement of the relevant shore excursion tour by the airline, travel agency, cruise ship company, or other relevant organisations;
7. any expenses incurred for services provided by a third party for which the Insured Person is not liable to pay and/or any

expenses already included in the cost of a scheduled Voyage;

8. Loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a cruise, hotel, public common carrier, travel agent or any other provider of travel and/or accommodation;
9. any loss in relation to delays, cancellations or curtailments to schedules that is not verified by the airline, travel agency or other relevant organizations.

### **Section 23 - Satellite Phone Expenses**

In the event that the Insured Person must return directly to Hong Kong following Serious Bodily Injury or Serious Sickness of the Insured Person or Travel Companion which prevents the Insured Person from continuing the insured Journey. The Company will pay up to maximum benefits stated in the Insurance Certificate/Limit of Indemnity Table for satellite phone call expenses incurred by the Insured Person whilst on board a cruise ship.

### **Exclusions Applicable to Section 23**

The Company shall not be liable for:

1. for failure to furnish an official receipt issued by the satellite phone service provider as proof of satellite phone call expenses incurred by the Insured Person;
2. for failure to obtain and provide a written report from the qualified Medical Practitioner certifying the Serious Bodily Injury or Serious Sickness suffered by the Insured Person or Travel Companion whilst on board the cruise;
3. that is covered by any other existing insurance scheme, government program, or which will be paid or refunded by a cruise, hotel, public common carrier, travel agency or any other provider of travel and/or accommodation;
4. that arises from any circumstances leading to the disruption of his/her insured Journey known to have existed before the effective date.

## **PART III - GENERAL EXCLUSIONS**

### **1. This Policy does not cover claims:**

- (1) for any genetic disorder, congenital disease, Sickness, infirmity physical defect, or condition, which existed prior to the application for this insurance,
- (2) directly or indirectly occasioned happening through or in consequence of :
  - (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion (except as defined under PART II - Section 3 – Medical and Relevant Expenses),
  - (b) professional sports team,
  - (c) accidents whilst engaged in racing (other than on foot), motor rallies or competitions,
  - (d) suicide, willfully self-inflicted injury, mental or nervous disorder, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life),
  - (e) nuclear fission, nuclear fusion or radioactive contamination, or
  - (f) kidnap, ransom or any Act of Terrorism (except as otherwise specified under this Policy).
- (3) in respect of any property more specifically insured or any claim which but for the existence of this insurance

- would be recoverable under any other insurance,
- (4) for incidents which may give rise to a claim not notified direct in writing to the Company within thirty (30) days after the expiry of the Journey,
  - (5) if the Insured Persons are travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment,
  - (6) for venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex),
  - (7) for pregnancy, dystocia, miscarriage or childbirth,
  - (8) if the Insured Person is over 80 years of Age during the Period of Insurance, except that
    - (a) for Single Travel Plan, coverage for such Insured Person will be provided until the end of the Journey;
  - (9) if the Insured Person is travelling for the purpose of migration or studying (except the Insured Person who is travelling for the purpose of short-term study outside Hong Kong and who is covered under “Student Short-term Study Cover”),
  - (10) for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, Act of Terrorism (except as otherwise specified under this Policy), political coup, riot and civil, commotion, administrative or political impediments or radioactivity or any other event of force majeure, which prevents the Emergency Assistance Service from providing such assistance service and benefits,
  - (11) for business travel involving any dangerous assignments, projects or occupation of a manual nature;
  - (12) aerial activities, unless (i) at the relevant time the Insured Person are travelling as a fare paying passenger on a regularly scheduled flight or licensed chartered aircraft, or (ii) participating in such activity where the manoeuvre 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;
  - (13) A journey of participation as a crew member, tour guide or team leader in any airborne vehicle.
  - (14) arising by engaging in Winter Sports (only applicable to the Insured Person at the time of Bodily Injury or Sickness is Aged over 70) ;
  - (15) arising by engaging in Dangerous Activities (only applicable to the Insured Person at the time of Bodily Injury or Sickness is Aged under 18 or over 70) ;
  - (16) mountaineering or trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level.

## **2. Terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except as otherwise specified under this Policy)

This insurance also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism (except as otherwise specified under this Policy).

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

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

### **3. IT Clarification Clause**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (1) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### **4. Sanctions Limitation and Exclusion Clause (LMA 3100)**

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.

## **PART IV – ENDORSEMENT**

### **STUDENT SHORT-TERM STUDY COVER**

This Policy is extended to cover the Insured Person who is travelling for the purpose of short-term study outside Hong Kong and provided that the Insured Person must be a dependent unmarried student and Aged 23 years old or below during the Period of Insurance. The entire journey of short-term study outside Hong Kong for students Aged 17 years old or below has to be accompanied by and with the custody care of an Adult.

### **FAMILY COVER**

If Family is insured under this Policy, the maximum benefit payable by the Company in respective to each covered Section shall not exceed 200% in aggregate of the amount specified in the Insurance Certificate/Limit of Indemnity Table of this Policy. (Not applicable to Section 1 “Personal Accident”, Section 2 “Compassionate Death Cash Benefit”, , Section 13 “24-hour Emergency Assistance Service”, Section 14 - benefit item 14.1 “Personal Accident Extended Cover” and Section 19 - Cruise

Protection “Personal Accident Extended Cover”.)

### **ONE WAY COVER MEMORANDUM**

For Insured Person not returning to Hong Kong, cover terminates no later than seven (7) days from scheduled time of arrival at the country of final destination or expiry of the original declared Period of Insurance whichever is the earlier.

### **AUTOMATIC EXTENSION FOR UNAVOIDABLE DELAY**

The Policy cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed during the Journey in the course of his scheduled itinerary as stipulated prior to departure incapacitating him from returning to Hong Kong within the Period of Insurance due to an unexpected condition or incident that entirely beyond the Insured Person’s control. The extension will be terminated at the expiry of the maximum automatic extension period or on the date when such unavoidable cause of delay to the Insured Person ceases to exist, whichever is earlier.

## **PART V – TERMINATION OF INSURANCE**

### **1. Automatic Termination**

This Policy shall terminate forthwith upon the death of the Policyholder. Any Child shall cease to be an Insured Person forthwith upon his death or upon his ceasing to be Child as defined in the PART I – GENERAL DEFINITIONS. With respect to Insured Person who is an employee of the Policyholder, cover will terminate upon his termination of service with the Policyholder.

## **PART VI – PREMIUM**

1. This Policy shall become effective after the Policyholder has paid the premium.
2. Once the cover is in effect, no refund of premium is allowed.
3. Premium shall be paid in accordance with the amount stated in the Schedule/Insurance Certificate, endorsement and any memoranda.
4. Upon the issuance of any type of “Outbound Travel Alert” for the planned destination, the Policyholder can give written notice to the Company to terminate the Policy before the commencement of the booked Journey. Provided that no claim has been paid, or has been agreed to paid, the Policyholder shall be entitled to full refund of premium. (Visit the website of Security Bureau – Hong Kong Special Administrative Region Government for updated information regarding the “Outbound Travel Alert” system)
5. The Company reserves the right to adjust premium, maximum benefits payable as stated in the Limit of Indemnity Table and/or Terms of “Travel Now Insurance Plan” for all the Insured Plans in this Policy. The rates or premiums and any rates of premium discounts or surcharges shall be prescribed from time to time by the Company.

## **PART VII – DUPLICATE APPLICATION, ADDITIONS OR DELETIONS**

### **1. Duplicate Application**

The Policyholder or an Insured Person shall not be insured for the same Journey under more than one policy with travel insurance features issued by the Company. In the event that the Policyholder or an Insured Person is covered under more than one such Policy under the Company, the Company will consider that person to be insured under the Policy that provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will consider



that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated policy shall be void in respect of such particular Insured Person.

## **PART VIII - GENERAL CONDITIONS**

### **1. Interpretation**

This Policy and the Schedule/Insurance Certificate/Limit of Indemnity Table, memoranda and endorsements hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule/Insurance Certificate/Limit of Indemnity Table, memoranda or endorsements hereto shall bear such meaning wherever it may appear. Should there be any discrepancy between the Chinese and English versions, the English version shall prevail.

### **2. Reasonable Care**

The Policyholder or Insured Person must exercise reasonable care to prevent accidents, injury, Sickness, loss or damage.

### **3. Fraud**

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim shall be payable.

### **4. Claims Notification**

- (1) Any occurrence of loss, which may give rise to a claim, should be advised in writing immediately to the Company. The Policyholder or Insured Person shall not be entitled to admit liability on behalf of the Company or to give any representations or other undertakings binding upon them except with the Company's written consent.
- (2) If medical attention is received for Bodily Injury or Sickness, the Policyholder or Insured Person should pay and obtain an official receipt issued by a Medical Practitioner together with a Medical Certificate showing the nature of the injury or Sickness.
- (3) For any loss or damage to baggage etc. whilst in the custody of carriers (airline, bus company, etc), notification must be given immediately in writing to such carriers and a report should be obtained.
- (4) Any loss of money or property must be reported to the police at the place of loss within 24 hours of discovery and a report must be obtained.
- (5) In no event should a claim be notified later than thirty (30) days after the expiry of the Journey. The Policyholder or Insured Person should render his full co-operation during the course of investigation or assessment of the claim.

### **5. Payment of Claims**

- (1) The Policyholder or the Insured Person may designate a beneficiary at the time of concluding this contract of insurance. In case of absence of such designation, the benefits shall be paid to the legal successors of the Insured Person. The beneficiary for disability or benefits provided, other than PART II Section 1 – Personal Accident, Section 16 – benefit item 16.1 “Personal Accident Extended Cover” and Section 21 – Cruise Protection “Personal Accident Extended Cover”, is the Policyholder or Insured Person himself and any designation shall not be accepted.
- (2) Upon the payment of a claim to the Policyholder or Insured Person under this Policy, any unpaid premium may be deducted from such claim payment.
- (3) Premium and benefits payable under this Policy shall be in the currency of Hong Kong and based on the exchange rate prevailing at the date of loss.
- (4) The receipt of the Policyholder or Insured Person or designated beneficiary or legal successors for any compensation payable under this Policy shall in all cases be full and effectual discharge of all liabilities of the

Company.

**6. Company's Right After Claim**

The Company shall be entitled to conduct in the name and on behalf of the Policyholder or Insured Person the defense or settlement of any legal action and take proceedings at its own expenses and for its own benefit but in the name of the Policyholder or Insured Person to recover compensation from any third party in respect of anything covered by this Policy. In the event of the death of the Insured Person, the Company shall have the right to have a post mortem at its own expenses.

**7. Other Insurance Policy**

If at the time of any happening giving rise to any loss, damage, expenses or liability for which indemnity is provided under this Policy (except PART II Section 1 – Personal Accident, Section 16 – benefit item 16.1 “Personal Accident Extended Cover” and Section 21 – Cruise Protection “Personal Accident Extended Cover”) there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.

**8. Interest:** No benefit and expenses payable under this Policy shall carry interest.

**9. Contracts (Rights of Third Parties) Ordinance**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

**10. Entire Contract and Changes**

This Policy, including the Schedule, Insurance Certificate, Limit of Indemnity Table, endorsements, any memoranda, appendix and amendments (if any), will constitute the entire contract between the parties. Any change in this Policy is not valid unless evidenced by the Company's endorsement or amendment. The Company reserves the right to underwrite, amend the terms and/or adjust the premium and maximum limit for coverage under this Policy.

**11. Arbitration**

All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Policyholder, Insured Person or Family 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 hereafter be recoverable hereunder.

**12. Prohibition on Trust or Assignment**

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

**13. Proper Law and Jurisdiction**

This Policy shall be subject to the jurisdiction of Hong Kong and shall in all respects be governed by and construed in accordance with the laws of Hong Kong and the Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.

**14. Errors and Omissions**

Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage

otherwise validly terminated. If the Age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or Terms under this Policy, the true Age and facts shall be used in determining whether benefits are secured under the Terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy .

#### **15. Emergency Assistance Notification**

- (1) In a life threatening situation, the Insured Person or his representative should always try to arrange for emergency transfer to an hospital near the place of occurrence through the most appropriate and immediate means and then call the Emergency Assistance Service's Alarm Center to provide the appropriate information as soon as possible.
- (2) In the event of Bodily Injury or Sickness resulting in the hospitalization of the Insured Person prior to notifying the Emergency Assistance Service, the Insured Person or his representative, where possible, shall contact the Emergency Assistance Service within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the Emergency Assistance Service shall not be held liable under this Policy.

#### **16. Repatriation Assistance**

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his representative shall provide:

- (1) The name, address and telephone number of the hospital or other medical facility where the Insured Person has been taken, and,
- (2) The name, address and phone number of the attending physician and, if necessary the Insured Person's family doctor.

#### **17. Emergency Assistance Service**

- (1) The Emergency Assistance Service's medical team or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance.
- (2) On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.
- (3) In the event of repatriation of the Insured Person by the Emergency Assistance Services, the Insured Person shall deliver the unused portion of his ticket, or the value thereof, to the Emergency Assistance Service to offset the cost of such repatriation.
- (4) The Insured Person or any party will not be entitled to the reimbursement of any expenses without obtaining a prior approval from the Emergency Assistance Service.
- (5) The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an emergency.
- (6) The Insured Person shall cooperate with the Emergency Assistance Service to enable the Emergency Assistance Service to get all documents and receipts from the relevant sources and assisting the Emergency Assistance Service at his expenses in complying with necessary formalities.
- (7) Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

### **Personal Information Collection Statement**

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (1) processing and evaluating your insurance application and any future insurance application you may make;
- (2) administering your insurance policy and providing services in relation to your insurance policy;
- (3) analysis or investigating, processing and paying claims made under your insurance policy;
- (4) invoicing and collecting premiums and outstanding amounts from you;
- (5) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (6) contacting you for any of the above purposes;
- (7) exercising any right of subrogation by the Company ;
- (8) other ancillary purposes which are directly related to the above purposes; and
- (9) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

### **Use of Personal Data in Direct Marketing**

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
  - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
  - (ii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
  - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose.

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939)