



9/F., Wing On House, 71 Des Voeux Road Central, Hong Kong  
Customer Services Hotline: 3187 5100 Fax: 3906 9919

## **GREATER BAY AREA TRAVEL 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 trip).
- 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, aviation (other than as a fare paying passenger in a duly certified multi-engine passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), 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 & underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
- 11. 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.
- 12. Guangdong-Hong Kong-Macau Greater Bay Area** refers to Hong Kong, Macau, Guangzhou, Shenzhen, Zhuhai, Foshan, Zhongshan, Dongguan, Zhaoqing, Huizhou and Jiangmen.
- 13. Hong Kong** means the Hong Kong Special Administrative Region.
- 14. 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.

- 15. Insurance Certificate** means the insurance certificate attached to and forms part of this Policy.
- 16. 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.
- 17. Journey** means trips to be taken outside Hong Kong for travelling within the Guangdong-Hong Kong-Macau Greater Bay Area. Such trip shall begin from the time the Insured Person leaves his place of resident or business in Hong Kong (whichever is later) and end at the time the Insured Person returns to his place of resident or business in Hong Kong (whichever is earlier). The longest duration of the journey must not exceed 31 days.
- 18. Limit of Indemnity Table** means the maximum limits of the covered benefit items that the Company is liable to pay under this Policy.
- 19. Loss of One Eye** means the complete and irrecoverable and irremediable loss of the sight of an eye.
- 20. 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.
- 21. Loss of One** means loss by physical severance or total and permanent

- Limb** loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 22. Loss of Speech** means total and permanent irrecoverable loss of speech irremediable by surgical or other means of treatment.
- 23. 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%.
- 24. Medical Practitioner** means any person legally registered and authorized by the local government as 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.
- 25. 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.
- 26. Period of Insurance** means the period when the Insured Person commence the Journey until the time of completion of the Journey, subject to the maximum duration of Journey as stated thereof. While for “Cancellation” under Section 8 in PART II, cover shall be effective immediately as from date of insurance application.
- 27. 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.
- 28. Personal Notebook Computer** means a laptop, notebook, sub-notebook computer or tablet personal computer.

- 29. Pet** means the cats or dogs residing regularly in the same premise as the Insured.
- 30. Pet Hotel/Boarding Establishment** means an establishment obtained the Boarding Establishment Licence from the Hong Kong Agriculture, Fisheries and Conservation Department (AFCD).
- 31. Policyholder** means an individual or business entity who owns this Policy and named as Policyholder in the Schedule/Insurance Certificate of this Policy.
- 32. 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.
- 33. Public Conveyance** means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram, High Speed Rail 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.
- 34. Schedule** means the schedule attached to and forms part of this Policy.
- 35. 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.
- 36. 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.

**37. Spouse** means the legally married spouse of an Adult Insured Person, Aged 16 to 80.

**38. 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.

**39. 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 – 9)**

#### **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%



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|--|-----|
| 5. Loss of One Eye or One Limb               | 50% |
| 6. Permanent total Loss of Speech or Hearing | 50% |

### **Provisions for Section 1**

1. No benefits will be payable unless any one of the above items occurs within twelve (12) months from the date of Bodily Injury;
2. The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt;
3. 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;

### **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 will reimburse the actual expenses incurred 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 necessarily incurred outside Hong Kong and within 6 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, Chinese Medicine Practitioner and bone-setting fees) reasonably incurred by the Insured Person in Hong Kong within 31 days 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.

In no event shall the total amount payable under item 3.1 to 3.3 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;
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 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 as a result of loss of or damage to baggage taken, sent in advance or purchase on the Journey (including sports equipment, clothing and personal effects worn or carried on the person, trunks, suitcases and the like receptacles), which are owned by the Insured Person, occurring during the Period of Insurance.

#### **Extended cover**

For any loss of Insured Person's Personal Notebook Computer due to theft or

robbery, the Company shall reimburse the Insured Person up to the maximum benefits payable under this subsection.

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 of the property which is not owned by the Insured Person.
2. loss or damage arising from delay or confiscation or detention by Customs or other official;
3. loss or damage to foodstuff, stamps, contact or corneal lenses or damage to fragile articles;

4. loss of cash, banknotes, negotiable instruments, bonds or securities, deeds, plastic money (including credit cards and Octopus cards etc.) and other instruments of payment or documents of any kind, and vouchers/coupons of travel, transportation and accommodation;
5. loss or damage to any pager, mobile phone, hand-held computer, tablet PC, portable telecommunication equipment, personal digital assistant (PDA), computer equipment, software or accessories;
6. 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 public place, in unlocked vehicle or in vehicle which is left unattended with no one inside.
11. any loss which has been paid by virtue of Section 5.

## **Section 5 – Personal Document and Travel Ticket**

In the event the Insured Person suffers from loss of the Insured Person's travel document, ID card and/or travel ticket as a direct result of theft, robbery or accident during the Journey, the Company will reimburse 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 for:

- 5.1** the replacement cost of travel document, ID card and/or travel ticket charged by the issuing body; and/or
- 5.2** additional transportation and accommodation expenses reasonably incurred to obtain a replacement of travel documents, ID card and/or travel ticket during the Journey.

### **Exclusions for Section 5**

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, ID card or travel ticket unsupervised in a public place;
3. any loss of the travel document ID card and/or travel ticket arising from the confiscation by a government authority, customs official or police.

4. loss of any credit cards and membership cards.

## **Section 6 - Personal Liability**

The Company will 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:

**6.1** Bodily Injury (including results in death or disease) to any person;

**6.2** 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 6 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 6**

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 7 - Travel Delay**

In the event of departure of the Public Conveyance in which the Insured Person had pre-booked and arranged to travel is delayed from the departure time

specified in the Insured Person's original itinerary due to the hi-jack, adverse weather conditions, natural disasters, Act of Terrorism, winding-up of travel agent, closure of airport, mechanical breakdown or structural defect of that Public Conveyance 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 to each Insured Person on one of 7.1-7.3, plus 7.4:

- 7.1** cash allowance for each of full 3 consecutive hours delay of High-speed rail or any other China Railway High-speed rail train;
- 7.2** cash allowance for each of full 6 consecutive hours delay of other Public Conveyance;
- 7.3** 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;
- 7.4** 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 transportations, 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 7**

The Company shall not be liable for:

1. 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;
2. the claim arising from the late arrival of the Insured Person at the airport, port or station stated in the original itinerary (except for the late arrival due to causes as stated under Section 7 "Travel Delay");
3. the claims that the claimant(s) unable to provide adequate proof for the nature and the number of hours of delay. And it results in the inability to verify the authenticity of the incident.
4. 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 8 – Cancellation**

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 to each Insured Person for the loss of irrecoverable deposits or charges paid in advance or contracted to be paid including travel ticket, accommodation expenses, tour package fees 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 of the booked Journey if any of the following event occurs after this Policy has been effective

- 8.1 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;
- 8.2 compliance with a witness summons, jury service or Compulsory Quarantine of the Insured Person;
- 8.3 winding-up of travel agents which are registered in the Travel Industry Council of Hong Kong;
- 8.4 serious damage to the insured person's principal home in Hong Kong due to fire or flood within 7 days before the commencement date of the planned insured Journey;

## **Provisions for Section 8**

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

1. With respect to any event stated in item 8.1 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 8.2 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.

## **Exclusions for Section 8**

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 the travel arrangements;
5. the cause or condition leading to or resulting in the cancellation exists or is known to exist before commencement of the Journey or the date of application for this insurance;
6. any loss in relation to adverse weather warning announced by public authority in regions or countries of the trip departure and destination, which exists or is known to exist prior to the date of application for this insurance;
7. 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;
8. any loss in relation to cancellations or curtailments to schedules that is not

verified by the travel agency or other relevant organizations;

9. failure to obtain a written medical report from the Medical Practitioner.

**Section 9 – 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.

**9.1 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.

## **9.2 Medical Evacuation**

Should the Insured Person suffer from Bodily Injury or Sickness outside his Country of Residence while arising out of and in the course of his/her Journey 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

### **9.3 Repatriation after Treatment**

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/her Journey, 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 actual expense incurred for 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.

#### **9.4 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.

## **9.5 Travel Information**

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

## **9.6 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.

## **9.7 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.

## **9.8 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.) during the Journey, 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.

## **9.9 Legal Assistance**

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

## **9.10 Compassionate Visit**

In the event of the Insured Person suffering from Serious Bodily Injury or Serious Sickness while arising out of and in the course of his/her Journey 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.

## **9.11 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 while arising out of and in the course of his Journey 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.

#### **9.12 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.

### **9.13 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.

### **9.14 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 on the Journey (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.

### **9.15 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.

### **PART III - GENERAL EXCLUSIONS**

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

- (1) for any Sickness disease 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, 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) willfully self-inflicted injury or Sickness insanity, 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 before the commencement 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 trip and who is covered under “Student Short-term Study Trip 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) arising by engaging in Winter Sports (only applicable to the Insured Person at the time of Bodily Injury or Sickness is Aged over 70) ;

(13) 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) ;

(14) 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 TRIP COVER**

This Policy is extended to cover the Insured Person who is travelling for the purpose of short-term study trip 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 overseas study 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 respect 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” and Section 9 “24-hour Emergency Assistance Service”)

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

The Policy cover provided will be automatically extended for a maximum period of 7 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 reason or condition, solely and independently of any other cause, 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 – 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 and shall be paid on the commencement date of this Policy.

4. The Company reserves the right to adjust premium, maximum benefits payable as stated in the Limit of Indemnity Table and/or Terms of “Greater Bay Area Travel 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 VI – DUPLICATE APPLICATION**

### **1. Duplicate Application**

The Policyholder or an Insured Person shall not be covered under more than one policy issued by the Company for the same Journey. In the event that the Policyholder or an Insured Person is covered by more than one policy issued by the Company, benefit will be based on the policy which 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 VII - 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 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 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) 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).

## LIMIT OF INDEMNITY TABLE

Insured Items and Coverage	Maximum Benefits Payable (each insured person) (HK\$)	
	Elite Plan (1-31 days)	Standard Plan (1-5 days)
<b>1. Personal Accident</b> - In the event of the death or permanent disablement of the insured person as a result of an accident, claim will be payable according to the “Table of Personal Accident Benefit” under the policy. - Major Burns due to Accident (calculated according to the body surface area burnt). - Insured Person aged under 18 or over 70.	500,000	150,000
<b>2. Compassionate Death Cash Benefit</b> Death of the insured person as a result of accident or sickness occurred during the journey. (in the event of death caused by sickness, maximum benefit payable is 30% of the specified amount)	20,000	10,000
<b>3. Medical and Relevant Expenses</b> 3.1 Medical, hospital and treatment expenses incurred outside Hong Kong as a direct result of accidental bodily injury or sickness occurred during the journey. (Insured persons aged under 18 or over 70) 3.2 Medical, hospital and treatment expenses incurred in Hong Kong within 31 days after the insured person’s return from abroad. (For Chinese herbalists and bonesetters treatment expenses, maximum benefit payable is HK\$150 per day and up to a total of HK\$1,500) 3.3 Expenses associated with transport of body to Country of Residence in the event of death of the insured person. (In no event shall the total amount	300,000  (150,000)  20,000  50,000	100,000  (50,000)  5,000  N/A

payable under item 3.1 to 3.3 exceed 100% of the corresponding limit in item 3.1 as stated in the selected plan)		
<b>4. Baggage and Personal Effects</b> Loss of or damage to baggage and personal effects due to theft, robbery or accident (maximum for any one article / any one pair/ any one set of articles) <b>Extended Cover</b> Loss of Insured Person's Personal Notebook Computer due to theft or robbery, maximum for any one article/any one pair / any one set of articles.	3,000  (1,000)  1,000	1,000  (300)  N/A
<b>5. Personal Document and Travel Ticket</b> In the event of loss of travel ticket, ID Card and/or travel documents due to theft, robbery or accident during the journey, the insured person will be reimbursed : 5.1 replacement cost of travel documents, ID card and/or travel ticket. 5.2 additional travel and accommodation expenses incurred to obtain the replacement of travel documents, ID card and/or travel ticket during the journey. (Maximum daily limit for accommodation expenses)	2,000           (500/per day)	N/A
<b>6. Personal Liability</b> Indemnifies the insured person's legal liability as a result of accidental bodily injury to a third party or accidental loss of or damage to the third party's property due to negligence.	500,000	N/A
<b>7. Travel Delay</b> In the event of delay of public conveyance due to adverse weather conditions, natural disaster, Act of Terrorism, winding-up of travel agent, closure of airport, hi-jack or		

<p>mechanical breakdown of the public conveyance, the insured person will be reimbursed one of 7.1-7.3, plus 7.4:</p> <p>7.1 cash allowance of HK\$300 for each and every period of 3 consecutive hours delay of High-speed rail and any other China Railway High-speed rail train;</p> <p>7.2 cash allowance of HK\$300 for each and every period of 6 consecutive hours delay of other public conveyance;</p> <p>7.3 reasonable and inevitable additional travel expenses and overseas accommodation costs outside Hong Kong due to delay of at least 6 consecutive hours;</p> <p>7.4 Pet Boarding Services The company will reimburse the Insured, who have been suffering from travel delay for more than 24 hours, for the cost of Pet boarding services. (The reimbursement will be payable from the 2<sup>nd</sup> day of the travel delay; a maximum of 3 days)</p>	<p>900</p> <p>900</p> <p>1,200</p> <p>200/day</p>	<p>300</p> <p>300</p> <p>600</p> <p>N/A</p>
<p><b>8. Cancellation</b> In the event of cancellation of the journey as a direct result of the following causes, the insured person will be reimbursed the irrecoverable prepaid fees including the travel tickets, accommodation expenses, tour package fee or admission tickets for major sports events, musicals, concerts, museums, and theme parks:</p> <p>8.1 death, serious bodily injury or sickness of the insured person, his/her family members, close business partner;</p> <p>8.2 compliance with a witness summons, jury service or compulsory quarantine of the insured person;</p> <p>8.3 bankruptcy of travel agents which are registered in the Travel Industry Council of Hong Kong or winding-up of airline company;</p> <p>8.4 fire or flood damage to the insured</p>	<p>5,000</p>	<p>2,500</p>

<p>person's home within 7 days before the departure date;</p>		
<p><b>9. 24-hour Emergency Assistance Service</b>          Designated person is assigned to provide emergency medical assistance and travel information emergency assistance services to the insured person. At the same time, the Plan also offers the following value-added services:          Hospital Deposit Guarantee          Emergency Evacuation          Return to the Country of Residence          Referral Services</p>		<p>50,000          Unlimited          Actual Expenses          Referral services including legal assistance, interpreter and replacement of lost travel document or travel pass.</p>

**Notes:**

1. 24-hour Emergency Assistance Service is provided by a service provider designated by BOCG Insurance. For details of the arrangement and provision, please refer to Section 9 - 24-hour Emergency Assistance Services and Benefits.