

Important Note:

Prior to applying for travel insurance, it is essential that you carefully read the **“Latest News”** section of BOCG Insurance’s website for the latest information on specific travel-related incidents and our coverage arrangements for these events.

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 fulfilment by the Policyholder or Insured Person or anyone acting on his/her 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. **“Accident” or “Accidental”** means an unforeseen and unintended event occurring entirely beyond one’s control, caused by violent, external and visible forces, leading to bodily injury or death.

2. **“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.
3. **“Adult”** means a person Aged eighteen (18) to one hundred (100).
4. **“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 one (1), Age or Aged means the attained age in weeks of the Insured Person on the commencement date of the Period of Insurance.
5. **“Bodily Injury”** means bodily injury sustained in an Accident directly and independently of any other cause, and not by sickness, disease or gradual physical or mental disorder.
6. **“Child”** means all the dependent, unmarried and legitimate child(ren), including stepchild(ren) and legally adopted child(ren), of the Policyholder or Adult Insured Person. For a Child insured under this Policy, he/she must be Aged from six (6) weeks to seventeen (17) and residing in the Policyholder’s or Adult Insured Person’s household, and for the entire Journey is:
- (1) travelling with the Adult Insured Person (who must be his/her parent); or
 - (2) travelling under the custody care of an Adult (applicable to minor who is insured on a standalone basis and/or who is travelling for the purpose of short-term study trip).
7. **“Chinese Medicine Practitioner”** means a person who is duly registered with the Chinese Medical Council of Hong Kong in accordance with the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong), but excluding the Insured Person, Policyholder, an insurance intermediary, or an employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person.
8. **“Close Business Partner”** means a business associate who has a share in the Insured Person’s business.
9. **“Compulsory Quarantine”** means the Insured Person is compulsorily confined in an isolated ward of a Hospital or an isolated site appointed by the government for at least twenty-four (24) consecutive hours and continuously stays in such location until his/her discharge from the quarantine.
10. **“Dangerous Activities”** means sightseeing or rides on a hot-air balloon, helicopter, light aircraft or aircraft (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), bungee jumping, hang-gliding, parachuting, rafting, speed-boating, jet-skiing, trekking (at an altitude not greater than five thousand (5,000) meters above sea level), mountaineering (requiring the use of ropes or guides), rock-climbing, scuba diving, underwater activities requiring the use of artificial breathing apparatus, and any other activities of similar hazard levels as determined by the Company.

- 11. “Emergency Service Provider”** means the third party organisation or entity designated by the Company for delivering emergency assistance and support services to the Insured Person as outlined in Part II Section 9 - 24-hour Emergency Assistance Services and Benefits.
- 12. “Family”** means the Adult Insured Person’s immediate family which includes themselves, their Spouse and Child named in the Schedule/Insurance Certificate or the subsequent endorsement to this Policy.
- 13. “Guangdong-Hong Kong-Macau Greater Bay Area”** refers to Hong Kong, Macau, Guangzhou, Shenzhen, Zhuhai, Foshan, Zhongshan, Dongguan, Zhaoqing, Huizhou and Jiangmen.
- 14. “Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.
- 15. “Hospital”** means an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, and which:
- (1) operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on an inpatient basis;
 - (2) admits inpatient only under the supervision of a Medical Practitioner or Medical Practitioners one of whom is available for consultation at all times;
 - (3) maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
 - (4) provides full-time nursing service by and under the supervision of a staff of nurses; and
 - (5) maintains a legally licensed Medical Practitioner in residence.
- For the purpose of this definition, a 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; and
 - (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. “Immediate Family Member”** means a person’s Spouse, parents, grandparents, children, siblings, grandchildren, legal guardians, parents-in-law or grandparents-in-law.
- 17. “Insurance Certificate”** means the insurance certificate attached to and forms part of this Policy.
- 18. “Insured Person”** means
- (1) an Adult, his/her Spouse or Family and/or Child named as an “Insured Person” in the Schedule/ Insurance Certificate or the subsequent endorsement to this Policy; or
 - (2) an Adult employee named in the Schedule/ Insurance Certificate or the subsequent endorsement to this Policy if the Policyholder is a business entity or company.

- 19. “Journey”** means trips to be taken outside Hong Kong for travelling within the Guangdong-Hong Kong-Macau Greater Bay Area during the Period of Insurance. Such trip shall begin from the time when the Insured Person leaves his/her place of residence or business in Hong Kong (whichever is later) for travelling in a direct route to an immigration counter in Hong Kong; and end at the time when the Insured Person returns to his/her place of residence or business in Hong Kong (whichever is earlier) by travelling in a direct route from an immigration counter in Hong Kong. The longest duration of the journey must not exceed 31 days.
- 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 Sight of One Eye” / “Loss of Sight of Both Eyes”** means the complete and irrecoverable and irremediable loss of the sight of an eye/both eyes.
- 22. “Loss of Hearing”** means total, permanent and irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears, which is irremediable by surgical or other means of treatment.
- 23. “Loss of One Limb” / “Loss of Both Limbs”** means loss by physical severance or total and permanent loss of use of a hand/both hands at or above the wrist(s) or of a foot/both feet at or above the ankle(s).
- 24. “Loss of Speech”** means total, permanent and irrecoverable loss of speech, which is irremediable by surgical or other means of treatment.
- 25. “Major Burns”** means the third-degree burns that have caused full thickness skin destruction and which cover at least 10% of the total body surface area.
- 26. “Medical Practitioner”** means a person (i) who is duly registered with the Medical Council of Hong Kong in accordance with the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or, for jurisdictions outside Hong Kong, with a body of equivalent standing, and (ii) is legally authorised to provide medical and surgical service as a practitioner of medicine in the locality where the treatment is provided, but excluding the Insured Person, Policyholder, an insurance intermediary, or an employer, employee, Immediate Family Member or business partner of the Policyholder and/or 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. Such expenses must be incurred based on the recommendations of a Medical Practitioner but shall not exceed the reasonable and customary charges applicable for the services rendered.
- 28. “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.

- 29. “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.
- 30. “Personal Notebook Computer”** means a laptop, notebook, sub-notebook computer or tablet personal computer.
- 31. “Pet”** means a cat or dog legally owned by the Insured Person, which is not kept for commercial, breeding, or competitive purposes, and habitually resides at the Insured Person’s primary place of residence in Hong Kong.
- 32. “Pet Hotel/Boarding Establishment”** means a facility licensed under the Public Health (Animals) (Boarding Establishment) Regulations (Cap. 139I of the Laws of Hong Kong).
- 33. “Policy”** means the complete policy contract between the Policyholder, the Insured Person and the Company, including these Terms, the Schedule/Insurance Certificate issued hereunder, any endorsement or memoranda made thereto, together with all related documents including the application, proposal, declaration and/or beneficiary designation form submitted or provided by the Policyholder or the Insured Person or his/her authorised representatives.
- 34. “Policyholder”** means an individual or business entity who owns this Policy and named as the “Policyholder” in the Schedule/Insurance Certificate or the subsequent endorsement to this Policy.
- 35. “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.
- 36. “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.
- 37. “Public Place”** means any location that is accessible to the general public, including Public Conveyance.
- 38. “Schedule”** means the schedule attached to and forms part of this Policy.
- 39. “Serious Bodily Injury” or “Serious Sickness”** In the context of the Insured Person or his/her Travel Companion, it means a Bodily Injury or Sickness that requires medical treatment and is certified by a Medical Practitioner as unfit to travel or continue the Journey, and results in Hospital confinement.
- In the context of the Close Business Partner or any person other than the Insured Person or his/her Travel Companion, Serious Bodily Injury or Serious Sickness shall refer to a Bodily Injury or Sickness that requires medical treatment and is certified by a Medical Practitioner as life-threatening, and results in Hospital confinement, which leads to the discontinuation or

cancellation of the Insured Person's original scheduled Journey.

- 40. "Sickness"** means unforeseen illness or disease 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. "Spouse"** means the legally married spouse of an individual, regardless of gender, with the marriage being recognised under the laws of the jurisdiction where it was registered.
- 42. "Travel Companion"** means the person who made the travel booking or reservation together with the Insured Person and accompanied the Insured Person for the entire Journey, other than the tour guide or any other tour member.
- 43. "Winter Sports"** means recreational or amateur participation in skiing, tobogganing, sledding, ice skating, ice hockey and other sports specifically undertaken on snow or ice.

PART II – BENEFITS (per Insured Person)

All benefits payable under this Policy are subject to the maximum benefits payable as stated in the respective sections of the Insurance Certificate/Limit of Indemnity Table in accordance with the selected plan levels as stated in the Schedule/Insurance Certificate, as well as the terms, conditions and exclusions of this Policy.

BASIC BENEFITS (Sections 1 – 9)

Section 1 – Personal Accident

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

<u>Events</u>	<u>Percentage of the maximum benefit payable</u>
1. Accidental death	100%
2. Permanent Total Disablement	100%
3. Major Burns	100%
4. Loss of Sight of Both Eyes; or Loss of Both Limbs; or Loss of Sight of One Eye and Loss of One Limb	100%
5. Loss of Sight of One Eye; or Loss of One Limb	50%
6. Loss of Speech; or Loss of Hearing	50%

Provisions for Section 1

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

1. No benefits will be payable unless any one of the above events occurs within twelve (12) months from the date of Bodily Injury.
2. The amount payable for Major Burns is calculated in accordance with the percentage of the 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 maximum benefits payable under this Section as stated in the Insurance Certificate/Limit of Indemnity Table.

Exclusions for Section 1

The Company shall not be liable for claims that are a consequence of any kind of Sickness, Pre-existing Condition, bacterial or viral infections even if contracted by Accident, unless the bacterial infection is a direct result of a cut or wound sustained from an Accident.

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 or Sickness, the Company shall immediately pay a cash benefit to the Insured Person's beneficiary, or the Insured Person's legal estate in the absence of a designated beneficiary, provided that proof of loss is obtained from at least two (2) senior personnel of travel agent/organisation involved or through the Emergency Service Provider or media broadcasts. In the absence of such proof, this benefit will only be payable after the Company's receipt of the police report or death report.

Section 3 – Medical and Relevant Expenses

The Company shall pay this benefit for each sick or injured Insured Person in respect of:

- 3.1** Medical Treatment Expenses medically necessarily and reasonably incurred outside Hong Kong and within six (6) months of the date of incident giving rise to the claim as a direct result of a Bodily Injury or Sickness contracted or sustained during the Journey and the Period of Insurance.
- 3.2** The Medical Treatment Expenses (including the cost of a private ambulance, Chinese Medicine Practitioner and bone-setting fees) medically necessarily and reasonably incurred by the Insured Person in Hong Kong within thirty-one (31) days after the Insured Person's return to Hong Kong. Such expenses should be resulted from a Bodily Injury or Sickness contracted or sustained outside Hong Kong during the Period of Insurance.
- 3.3** Reasonable charges in the event of death for :
 - (1) burial of the Insured Person in the locality of death;
 - (2) transportation of body of the Insured Person to Hong Kong; or
 - (3) cremation of the Insured Person and transportation of ashes to Hong Kong.

No benefit will be payable under this item if the benefit under Part II item 9.4 "Repatriation of Mortal Remains/Ashes" of Section 9 – 24-hour Emergency Assistance Services and Benefits is payable for the same event.

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 treatments which in the opinion of the Insured Person's attending Medical Practitioner can be reasonably delayed until the Insured Person returns to Hong Kong;
- 3. cost of single or private room accommodation at a Hospital, and related clinical or nursing care expenses, except in the opinion of the Medical Practitioner, it is deemed medically necessary for the

Insured Person for such accommodation;

4. dental care or treatment, except as necessitated by Bodily Injury to sound natural teeth sustained 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 Medical Practitioner;
6. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions thereof, except as necessitated by Bodily Injury sustained during the insured Journey; or
7. 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 purchased on the Journey (including sports equipment, clothing and personal effects worn or carried on the Insured Person, or stored in trunks, suitcases and the like receptacles), which are owned by the Insured Person, due to theft, robbery or accident occurring during the Period of Insurance.

Extended cover

For any loss of or damage to Insured Person's Personal Notebook Computer (notwithstanding exclusion 5 of this Section) 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 provided that the damaged or lost article is not more than two (2) years old at the date of damage or 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.

For articles that are part of a pair or set, the Company will cover the actual value of the individual part or parts that have been lost or damaged, disregarding any special value they may possess as part of the entire pair or set.

If two (2) or more articles are insured under a single item or a set for the purpose of determining the Company's maximum liability per article, the damages to be paid in respect of that item or set shall be deemed to have been apportioned equally between the said articles.

The Company shall at its discretion define the set of items in determining the application of the maximum benefit limit as specified in the Insurance Certificate/Limit of Indemnity Table.

Exclusions for Section 4

The Company shall not be liable for:

1. loss or damage arising from delay, confiscation, quarantine or detention by government authority, customs, police or other officials;
2. loss of or damage to foodstuff, beverages, medicines, tobacco products, stamps, contact or corneal lenses, dentures or orthodontic appliances, fragile articles, antiques, paintings or other works of art;
3. loss of or damage to cash, banknotes, negotiable instruments, bonds or securities, deeds, plastic money (including credit cards, stored value cards, Octopus cards and etc.), cryptocurrencies and other instruments of payment or documents of any kind, travel documents, travel tickets, or transportation and accommodation or any other travel vouchers or coupons;
4. loss or damage to any pager, mobile phone, Personal Notebook Computer, desktop computer, or their software or accessories;
5. loss of or damage to business goods or samples, data recorded on tapes, cards, discs or otherwise;
6. normal wear and tear, gradual deterioration, scratching, denting, mechanical or electrical breakdown or derangement;
7. loss or damage whilst in the custody of an airline or other carrier, unless such loss or damage is reported within twenty-four (24) hours of discovery, and in the case of an airline, a "Property Irregularity Report" is obtained,
8. loss which is not reported to the local police within 24 hours of discovery and a police report is not obtained;
9. loss of or damage to properties resulting from the Insured Person leaving them unattended in a Public Place, in an unlocked vehicle or in an unattended vehicle with no one inside, or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such properties;
10. damage to sports equipment during use;
11. any unexplained loss or mysterious disappearance;
12. any loss arising from fraud or deception; or
13. 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. Such expenses are confined to travel to the issuing office nearest to the point where the loss was first discovered by the Insured Person.

Exclusions for Section 5

The Company shall not be liable for:

1. loss arising from delay, confiscation, quarantine or detention by government authority, customs, police or other officials;
2. loss which is not reported to the local police within twenty-four (24) hours of discovery and a police report is not obtained;
3. loss whilst in the custody of an airline or other carrier, unless such loss is reported within twenty-four (24) hours of discovery, and in the case of an airline, a "Property Irregularity Report" is obtained,
4. loss of travel document, ID card or travel tickets resulting from the Insured Person leaving them unattended in a Public Place, in an unlocked vehicle or in an unattended vehicle with no one inside, or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such items;
5. loss of travel document, ID card or travel tickets not necessary for completing the Journey;
6. any unexplained loss or mysterious disappearance;
7. any fine or penalties due to non-replacement or late replacement of the travel document, ID card or travel tickets; or
8. loss of any credit cards and membership cards.

Section 6 - Personal Liability

The Company shall indemnify the Insured Person for legal liability to a third party arising from the Insured Person's negligence during the Period of Insurance as a result of:

- 6.1** Bodily Injury (including results in death or disease) to the third party; and/or
- 6.2** accidental loss of or damage to the third party's 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 legal costs and expenses incurred by the Insured Person with the prior written consent of the Company.

The maximum benefit amount payable by the Company applies to all claimants collectively in any one Period of Insurance, for all claims arising from any number of occurrences with a single original cause.

The Insured Person must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without the Company's prior written approval.

In the event of any occurrence which may give rise to a claim under this Policy, the Insured Person shall immediately give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured Person. Notice shall also be given in writing to the Company immediately when the Insured Person or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured Person shall give

immediate notice to the police and shall cooperate with the Company in securing the conviction of the offender.

No admission, offer, promise of payment or indemnity shall be made or given by or on behalf of the Insured Person or any person claiming to be indemnified without the prior written consent of the Company, which shall be entitled to take over and conduct in the name of the Insured Person or such person the defence or settlement of any claim or to prosecute in the name of the Insured Person or such person for the Company's own benefit, any claim for indemnity or damages or otherwise, and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person, and such person shall give all such information and assistance as the Company may require.

If, at the time any claim arises under this Policy, there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation, costs or expenses.

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, held in trust by, or in the care, custody or control of the Insured Person;
3. any wilful, malicious, criminal or unlawful act;
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 firearm, weapon, vehicles (whether motorised, mechanically-propelled or towed), airborne craft (whether manned or unmanned) or watercraft;
7. legal costs resulting from any criminal proceedings;
8. the influence of intoxicating liquor, drugs, or any other intoxicating or hallucinogenic substance;
9. transmission of communicable disease or virus by the Insured Person;
10. any loss, damage or expenses which are covered or should have been covered under any other insurance, or compensation scheme or fund;
11. liabilities assumed by the Insured Person under a contract that would not exist in the absence of such a contract;
12. any relief or recovery other than monetary amounts;
13. mountaineering, Winter Sports, water sports, ski racing in major events, ski-jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies; or
14. 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 (notwithstanding exclusion 6 of this Section), 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 Person, who has been suffering from involuntary travel delay in returning Hong Kong for more than 1 day (24 consecutive hours), for reasonable and unavoidable additional cost for extending the stay of his/her Pet boarded at a Pet Hotel/Boarding Establishment. 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 Public Conveyance, 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. failure of the Insured Person to check in with the Public Conveyance (or their handling agents) or arrive at the departure gate at or before the recommended time specified by the Public Conveyance provider, tour operator or port authority;
- 2. the cause or condition leading to or resulting in the delay exists, is known to exist or is announced 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 7 “Travel Delay”);
- 4. any delay arising from the Insured Person’s refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider;
- 5. claims not supported by report or certificate from the Public Conveyance describing the nature and the duration of delay;
- 6. claims arising from fraudulent or deceptive practices of the Public Conveyance provider or their agents, travel agents or tour group operators, or their failure to arrange or provide services for which the Insured Person has paid for;
- 7. costs that are recoverable by the Insured Person from any other source of indemnity or reimbursement, regardless of whether the Insured Person has actually pursued or accepted recoveries from such sources; or
- 8. any claim for which the insured person fails to furnish an official receipt issued by the Pet Hotel/Boarding Establishment 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 who ordinarily resides 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 Authority 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 the relevant event occurs after twenty-four (24) hours from the successful enrolment (except for the death, Serious Bodily Injury or Serious Sickness which is directly caused by an 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 twenty-four (24) hours from the successful enrolment.
- 3. The Insured Person shall provide and surrender all original unused tickets to the Company.
- 4. Once the Insured Person has departed Hong Kong to commence a Journey, the benefit under this Section will no longer be applicable for the same Journey.

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, or by 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 of Journey 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 program or loss which will be paid or refunded by a hotel, Public Conveyance provider, 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 airline, travel agency or other relevant organisations;
9. failure to obtain a written medical report from the Medical Practitioner;
10. any penalty or cancellation fee charged for obtaining a refund for the cancellation of travel tickets, accommodation or admission tickets; or
11. any travel ticket, accommodation or admission tickets bought with non-monetary value, such as frequent flyer points, air miles or loyalty scheme points.

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 or administrative emergency assistance outside Hong Kong while arising out of and in the course of his/her Journey, provided that such Journey is not undertaken

- against the advice of a Medical Practitioner; and/or
- for the purpose of obtaining or seeking any medical or surgical treatment abroad;

the following emergency assistance services and benefits are available directly from the Emergency Service Provider upon specific verbal notification by the Insured Person or his/her personal representative, 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 contact the Emergency Service Provider hotline for medical advice and evaluation from the attending Medical Practitioner. 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 Medical Practitioner or to a medical specialist for personal assessment and the Emergency Service Provider will assist the Insured Person in making the medical appointment. All Medical Practitioner's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Service Provider.

9.2 Medical Evacuation

Should the Insured Person suffer from Bodily Injury or Sickness outside Hong Kong such that the Emergency Service Provider's medical team and the attending Medical Practitioner recommends hospitalisation at another medical facility where the Insured Person can be suitably treated, the Emergency Service Provider will arrange and pay for:

- (1) the transfer of the Insured Person to one of the nearest Hospitals and,
- (2) if necessary on medical grounds, the transfer of 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 Emergency Service Provider's medical team and the attending Medical Practitioner will determine the necessary arrangements according to the circumstances.

To complete the medical evacuation, the Emergency Service Provider will in accordance with 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. anaesthesiologist, cardiologist, general practitioner, nurse) to stabilise the Insured Person and monitor his/her 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 an appropriate specialist upon arrival
- (7) reservation of bed in Hospital
- (8) constant monitoring of the medical condition of the Insured Person during his/her hospitalisation by the Emergency Service Provider's doctor
- (9) liaison with the family of the Insured Person and updating of the evolution of the treatment

9.3 Repatriation after Treatment

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

9.4 Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person, the Emergency Service Provider will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay for:

- (1) the repatriation of the Insured Person's body or ashes to 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 Service Provider'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 Hong Kong. In any event, the cost of coffin is not covered.

Notwithstanding anything to the contrary,

- (a) in respect of the Insured Person Aged eighty (80) or below, the benefits payable under items 9.2, 9.3 and 9.4 shall be on actual expense basis; and
- (b) in respect of the Insured Person Aged above eighty (80), the total amount of benefit payable under items 9.2, 9.3 and 9.4, and items 3.1 to 3.3 of Part II Section 3 – Medical and Relevant Expenses shall

not exceed 100% of the maximum benefit amount of item 3.1 of Part II Section 3 – Medical and Relevant Expenses as specified in the Insurance Certificate/Limit of Indemnity Table.

9.5 Travel Information

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

9.6 Luggage Retrieval

In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Emergency Service Provider will liaise with the relevant entities, such as airline companies and customs officials, to ascertain the whereabouts of the luggage. However, the Emergency Service Provider and the Company shall not bear any responsibility for returning the recovered luggage to the Insured Person, which instead should be the sole responsibility of the common carrier.

9.7 Emergency Rerouting Arrangements

The Emergency Service Provider will assist the Insured Person in reorganising his/her flight schedule should an emergency oblige him to alter his/her original plan.

9.8 Administration Assistance on Loss of Travelling Document

In case of loss or theft of essential travel documents or personal identification documents (e.g. passport, entry visa, etc.), the Emergency Service Provider 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 resulting in hospital confinement outside Hong Kong for more than ten (10) consecutive days, the Emergency Service Provider will arrange and pay for the cost of a return scheduled airline (on economy class fare basis) for a relative or designated person of the Insured Person to travel from Hong Kong to the Insured Person's location, including the cost of a standard room accommodation in any reasonable hotel, up to HK\$1,200 per day and 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 Hong Kong

If (i) 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 Hong Kong or the death of Insured Person and (ii) his/her original ticket is not valid for returning to Hong Kong, the Emergency Service Provider will organise and pay for the cost of a scheduled airline ticket-for such Child to return to his/her home in Hong Kong, including any supplementary cost of transportation to and from the airport, provided that (i) any unused portion of the Child's original travel ticket shall be surrendered to the Emergency Service Provider, and (ii) the fare class of the arranged Public Conveyance shall not exceed the fare class of the original travel ticket of such Child. If necessary, the Emergency Service Provider will also hire and pay for a qualified attendant to accompany any such dependent Child for the return Journey.

9.12 Deposit Guaranteeing of Hospital Admission

In case of Hospital admission duly approved by both the attending Medical Practitioner and the Emergency Service Provider's doctor and the Insured Person is without means of payment of the required hospital admission deposit, the Emergency Service Provider will, on behalf of the Company, guarantee or provide such payment up to HK\$50,000, subject to the terms, condition, limits and exclusions as specified in Part II Section 3 – Medical and Relevant Expenses.

9.13 Hotel Room Accommodation for Convalescence

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

9.14 Unexpected Return to Hong Kong

In the event of the death of the Insured Person's immediate relative (which shall mean parents, Spouse, Child or siblings) in Hong Kong while the Insured Person is travelling outside Hong Kong (excluding the case of immigration), necessitating an unexpected return to Hong Kong, the Emergency Service Provider will arrange and pay for the cost of a scheduled one-way airline ticket (on economy class fare basis) for the Insured Person's return to Hong Kong.

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 Service Provider had not occurred;
- (2) cases of minor Sickness or Bodily Injury that, in the opinion of the Emergency Service Provider's doctor, can be adequately treated locally and do not prevent the Insured Person from continuing their travels or work. In such cases, the Emergency Service Provider will not provide any service to the Insured Person; or
- (3) expenses incurred by the Insured Person if, in the opinion of the Emergency Service Provider's doctor, he/she is physically able to return to Hong Kong sitting as a normal passenger and without the need for a medical escort, unless deemed necessary by the Emergency Service Provider's doctor.

PART III - GENERAL EXCLUSIONS

1. Unless specifically provided otherwise, 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) arising from Pre-existing Conditions;
- (3) where the loss, costs or expenses are recoverable from a government program, travel agent, airline, cruise company, Public Conveyance providers, any providers of travel accommodation and transport arrangements or other insurance policies (regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise) or any other source, the Insured Person shall first make a claim against such other party and/or insurance

and submit to the Company the proof of such claim, which shall be conditions precedent to any liability of the Company under this Policy to pay any remaining balance of the claim that is not recoverable from such other source and/or insurance (not applicable to Part II Section 1 – Personal Accident);

- (4) directly or indirectly occasioned happening through or in consequence of :
- (a) war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation 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) engaging in a professional capacity in any sport;
 - (c) accidents whilst engaged in racing (other than on foot), motor rallies or competitions;
 - (d) engaging in activities deemed illicit or illegal in the geographical location visited by the Insured Person;
 - (e) suicide, attempted suicide, intentional self-inflicted injury or sickness, insanity, psychosis, sleep disturbance disorder, 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 Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life);
 - (f) nuclear fission, nuclear fusion or radioactive contamination; or
 - (g) kidnap, ransom or any Act of Terrorism (except as otherwise specified under this Policy);
- (5) 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;
- (6) 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;
- (7) if the Insured Person is travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment;
- (8) for venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex);
- (9) for pregnancy, dystocia, miscarriage, abortion, assigned complications or childbirth;
- (10) if the Insured Person is over one hundred (100) years of Age before the commencement of the Journey;
- (11) 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”);
- (12) 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 or civil, commotion, administrative or political impediments or radioactivity or any other event of force majeure, which prevents the Emergency Service Provider from providing such assistance service and benefits;

- (13) for business travel involving any dangerous assignments, projects or occupation of a manual nature; or engaging in duty for the following occupations: being as a crew member or an operator of any air carrier; any kind of labour work and manual worker; performing as an actor/actress/artist; site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or air force service or operations or armed force services;
- (14) arising by engaging in Winter Sports (only applicable to the Insured Person at the time of Bodily Injury or Sickness is Aged over seventy (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 eighteen (18) or over seventy (70)) ; or
- (16) trekking at an altitude greater than five thousand (5,000) meters above sea level or diving to a depth greater than forty (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 twenty-three (23) years old or below during the Period of Insurance. The entire journey of short-term study trip for students Aged seventeen (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. (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 cover provided by this Policy will be automatically extended for a maximum period of seven (7) days in the event that the Insured Person is unavoidably delayed during the Journey in the course of his/her scheduled itinerary as stipulated prior to departure incapacitating him/her from returning to Hong Kong within the Period of Insurance due to an unexpected reason or condition, solely and independently of any other cause, and 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 the Terms of “Greater Bay Area Travel Insurance Plan” for all the plans insured 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 Insured Person shall not be covered under more than one (1) insurance policy issued by the Company providing travel insurance cover for the same event of loss. In the event that the Insured Person is covered under more than one (1) insurance 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 VII - GENERAL CONDITIONS

1. Interpretation

The Terms of this Policy, 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 Terms of this 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. Validity of Policy

If the application of this Policy is made after the Insured Person has departed Hong Kong for commencing a Journey, this Policy shall then be void and no claim shall be payable under the Policy.

4. 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.

5. 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 Bodily 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 local police at the place of loss within twenty-four (24) hours of discovery and a police 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/her full co-operation during the course of investigation or assessment of the claim.

- (6) Within thirty (30) days upon receipt of claim form provided by the Company, written proof of loss must be furnished to the Company. Failure to furnish such proof within the time required shall not invalidate any claims if it was not reasonably practicable to give proof within such time limit, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time which such proof is otherwise required. All certificates, information, evidence required by the Company shall be furnished at the expense of the Insured Person, or claimant, or his/her legal personal representatives and shall be in such form and of such nature as the Company may prescribe.

6. 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 estate 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 denominated in Hong Kong dollars and the benefits payable shall be calculated based on the exchange rate prevailing at the date of loss.
- (4) The receipt of the Policyholder or Insured Person or his/her designated beneficiary or estate for any compensation payable under this Policy shall in all cases be full and effectual discharge of all liabilities of the Company.

7. 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 defence 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.

8. 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 rateable proportion thereof.

9. Interest

No benefit and expenses payable under this Policy shall carry interest.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 of the Insured Person(s), or other relevant facts relating to the insured Journey or to the Insured Person(s) or Family shall be found to have been inadvertently misstated, and if such misstatement affects the premium, 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 the actual premium, and 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. The Company has the right to deduct any premium shortfall from any benefit payable by the Company under this Policy.

16. Emergency Assistance Notification

- (1) In a life threatening situation, the Insured Person or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then contact the Emergency Service Provider to provide the appropriate information as soon as possible.
- (2) In the event of Bodily Injury or Sickness resulting in the hospitalisation of the Insured Person prior to notifying the Emergency Service Provider, the Insured Person or his representative, where

possible, shall contact the Emergency Service Provider 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 Service Provider shall not be held liable under this Policy.

17. Repatriation Assistance

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his/her 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 Medical Practitioner, and if necessary, the Insured Person's family doctor.

18. Emergency Assistance Service

- (1) The Emergency Service Provider'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 Service Provider, the Insured Person shall deliver the unused portion of his/her ticket, or the value thereof, to the Emergency Service Provider 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 Service Provider.
- (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 Service Provider to enable the Emergency Service Provider to get all documents and receipts from the relevant sources and assist the Emergency Service Provider at his/her expenses in complying with necessary formalities.
- (7) The Insured Person and his/her representative shall give all necessary information and assistance as the Company/Emergency Service Provider may reasonably require from time to time for investigating and verifying the claim. In the event that the emergency service is so required before confirmation of policy liability, the Company may at its own discretion provide such service on without prejudice basis so far as the Insured Person or his/her representative shall sign an undertaking (with necessary personal particulars) to reimburse the fee for the emergency service used in full or any shortfall incurred.
- (8) 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

BASIC BENEFITS (Sections 1 – 9)

Insured Sections and Coverage	Maximum Benefits Payable ¹ (each Insured Person) (HK\$)	
	Elite Plan	Standard Plan
1. Personal Accident - For Insured Person Aged under 18 or over 70	500,000 250,000	150,000 75,000
2. Compassionate Death Cash Benefit (In the event of death caused by Sickness, the maximum benefit payable shall be 30% of the specified amount)	20,000	10,000
3. Medical and Relevant Expenses		
3.1 Medical Treatment Expenses - For Insured Person Aged under 18 or over 70	300,000 150,000	100,000 50,000
3.2 Follow-up Medical Treatment Expenses in Hong Kong - Sub-limit for Chinese medicine treatment and bone-setting	20,000 1,500 (150 per day)	5,000 1,500 (150 per day)
3.3 Repatriation of Mortal Remains	50,000	N/A
4. Baggage and Personal Effects Extended Cover Personal Notebook Computer, maximum for any one article/pair/set	3,000 (1,000 per article/pair/set) 1,000	1,000 (300 per article/pair/set) N/A
5. Personal Document and Travel Ticket - Sub-limit for accommodation expenses	2,000 500 per day	N/A
6. Personal Liability	500,000	N/A
7. Travel Delay		
7.1 Cash Allowance for delay of High-speed rail or any other China Railway High-speed rail train - each 3 hours of delay	900 300	300 300
7.2 Cash Allowance for delay of other Public Conveyance - each 6 hours of delay	900 300	300 300
7.3 Additional Travelling and Accommodation Expenses	1,200	600
7.4 Pet Boarding Services	200 per day (Max. 3 days)	N/A
8. Cancellation	5,000	2,500
9. 24-hour Emergency Assistance Services and Benefits		
Deposit Guaranteeing of Hospital Admission	50,000	
Medical Evacuation	Actual Expenses*	
Repatriation after Treatment	Actual Expenses*	
Repatriation of Mortal Remains/Ashes	Actual Expenses*	
Referral Services	Referral services for legal assistance, interpreter and replacement of lost travel document or travel pass	
	* Note: For Insured Person Aged above 80, the aggregate maximum limit of the Medical Evacuation, Repatriation after Treatment and Repatriation of Mortal Remains/Ashes will be adjusted to the amount listed below, and will be shared with the maximum limit of Section 3 – Medical and Relevant Expenses.	
	150,000	50,000

Notes:

1. Payable on a “per journey basis”