

EXECUTIVE COMPREHENSIVE PROTECTION PLAN POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

WHEREAS THE INSURED 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 truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Insured, the due observance and fulfillment by the Insured Person of all the Terms of this Policy shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purposes 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 Insured, words importing the masculine gender only also include the feminine and vice versa.

PART I – GENERAL DEFINITIONS AND INTERPRETATION

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

1. **Accident** : means an event which must occur in an accidental, direct, and visible means and in unexpected and involuntary manner which shall independently of any other cause be the sole cause of Bodily Injury or damage.
2. **Black Alert** : means the Black Alert issued by the Government of HKSAR under the

“Outbound Travel Alert System”.

- 3. Bodily Injury** : means death or 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.
- 4. Burglary** : means theft consequent upon actual forcible and violent entry into the Insured Person’s home.
- 5. Chinese Herbalists** : means a listed or registered Chinese medical practitioner under the Chinese Medicine Ordinance of Hong Kong, Cap.549 or duly qualified practitioner of Chinese medicine registered as such under the laws of the country in which the claim arises and where the Treatment takes place but excluding a person who is the Insured or Insured Person, or the Insured or Insured Person’s spouse, relative or business partners.
- 6. Dangerous Activities** : means bunjee jump, hang-gliding, parachuting, aviation (other than as a fare paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), rafting, speed-boat or jet-ski driving or riding, skiing, trekking, mountaineering (reasonable requiring the use of ropes or guides), rock-climbing, boarding on hot-air balloon, underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
- 7. Family** : means the Insured Person’s spouse, parents, parents-in-law, grandparents, and child, if any, who permanently reside at the Insured Person’s home during the Period of Insurance under “SECTION 3 item 4 - Golfing Journey Cancellation”.
- 8. HKSAR** : means the Hong Kong Special Administrative Region of The People’s Republic of China.
- 9. Home Contents** : means furniture, Household Improvements, home appliances, audio-visual equipment, personal computer sets, pianos, organs and the similar items, movable chattels that are complimentary from the developer, Personal Effects, Valuables and brittle items.
- 10. 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 Registered Medical Practitioner 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 Registered Medical Practitioner in residence;

(6) has to be above the county level and operates under “Western” medical practices if in the mainland China.

“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;

(4) establishment operates under “Chinese” medical practices.

- 11. Hospitalization** : means Hospital confinement with minimum period of six (6) consecutive hours or when the Insured Person is confined to undergo surgical operation in operation theatre or when the Insured Person is charged by a Hospital for daily room and board.
- 12. Household Improvements** : means improvements or betterments on walls, windows, ceiling, floors or doors made by the Insured Person and/or his family within the Insured Person’s home.
- 13. Insured** : means the one in whose name this Policy is issued and who is named in the Schedule.
- 14. Insured Person** : means the Insured Person as shown in the Schedule.
- 15. Journey** : means trips to be taken outside HKSAR. Such trip shall begin from the time the Insured Person leaves his place of resident or business in HKSAR (whichever is later) and end at the time the Insured Person returns to his place of resident or business in HKSAR (whichever is earlier).
- 16. Limit of Indemnity** : means the Maximum Benefit as specified in the Schedule that the Company is liable to pay in the event of loss under the operative SECTIONS in PART II of this Policy.
- 17. Loss of Eye** : means the complete and irrecoverable and irremediable loss of the sight of eye.
- 18. 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.
- 19. Loss of Limb** : means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.

- 20. Loss of Speech** : means total and permanent irrecoverable loss of speech irremediable by surgical or other means of Treatment.
- 21. 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%.
- 22. Money** : means cash, currency notes, bank notes, banker’s drafts, securities, cheques, bonds, negotiable instruments, current postage stamps, travelers cheques, postal or other money orders, travel tickets, gift tokens, coupons or luncheon voucher.
- 23. Period of Insurance** : (1) means the period starting from the date of commencement of insurance as stated in the Schedule and terminating on the date of termination in accordance with “PART IV – TERMINATION OF POLICY” under this Policy.
(2) means the period commencing on the effective date of insurance as stated in the Schedule to cover unlimited number of Journey and terminating on the date of termination of this Policy in accordance with “PART IV – TERMINATION OF POLICY” with respect to any Insured Person under “SECTION 2-Annual Travel”.
- 24. 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) consecutive calendar months and at the end of that time being beyond hope of improvement.
- 25. Personal Effects** : means clothing and articles of personal use that are specifically designed to be either worn or carried excluding portable phones of any kind, pagers, spectacles, contact lenses, Money and Specially Held Items.
- 26. Policy Year** : means each continuous twelve months period starting from the effective date of this Policy as specified in the Schedule.
- 27. Pre-existing Condition** : means the Insured Person’s Bodily Injury, illness, physical defect, infirmity, signs or symptoms or any condition
(1) which existed or was existing; or
(2) where its direct cause existed or was existing; or
(3) where he was aware or was reasonably expected to be aware; or
(4) where he has received medical Treatment or advice; or
(5) where any laboratory test or investigation showed the likely presence of the condition
prior to the effective date of the Policy, the effective date of the coverage or the effective date of last reinstatement of the Policy, whichever is later.
- 28. Private Car** : means any four-wheeled pleasure type motor vehicle, excluding any vehicle licensed to transport fare-paying passengers or for hire or reward or licensed to transport merchandise for sale or delivery.
- 29. Public Conveyance** : means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and

any regularly scheduled airport limousine operating on fixed routes and schedules.

- 30. Qualified Nurse** : means any nurse legally qualified and authorized to render nursing services, having qualifications at least equivalent to “Registered Nurse” or “Enrolled Nurse” of HKSAR, and should a claim and Treatment occur outside HKSAR shall mean a nurse who is duly qualified and registered as such under the laws of the country in which the claim arises and where Treatment takes place, but excluding the Insured or Insured Person, or the Insured or Insured Person’s spouse, relative or business partners.
- 31. Recognised Golf Club** : means a golf club with golf course with 18 holes and 72 par or above.
- 32. Registered Medical Practitioner** : means a person duly qualified and legally registered as such to practice western medicine in HKSAR, and should a claim and Treatment occur outside HKSAR, shall mean a practitioner of western medicine who is duly qualified and registered as such under the laws of the country in which the claim arises and where Treatment takes place, but excluding Insured or Insured Person, or the Insured or Insured Person’s spouse, relative or business partners.
- 33. Robbery** : means theft action and with the use or intend to use of forces on the Insured Person and/or family to put them in fear of being subjected to forces.
- 34. Schedule** : means the pages attaching to the Policy which set out the details of the Insured and Insured Person’s name, address, the Period of Insurance, the premium, the maximum benefits and the SECTIONS of the Policy that are operative. It forms a part of and should be read in conjunction with the Policy.
- 35. 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 Registered Medical Practitioner.
- 36. Specially Held Items** : means items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.
- 37. Treatment** : means surgical or medical procedures, the sole purpose of which is the cure or relief of Bodily Injury or Sickness.
- 38. Valuables** : means watches, jewellery, gold, gold ware, silver, silverware, antiques, sports equipment, precious metals/stones, camera, video cameras, furs, pictures or other works of art, photographic equipment, binoculars, telescopes, curios, stamps or coins forming part of a collection belonging to the Insured Person.
- 39. Winter Sports** : means skiing, tobogganing, sledding and ice skating, including ice hockey and other non-professional sports requiring snow or ice for play.
- (2) Any references, express or implied, to statutes or statutory provisions in this Policy shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as

their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidation legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

- (3) References in this Policy to SECTIONS/items and Schedules and Appendices are to SECTIONS/item in and Schedules and Appendices to this Policy (unless the context otherwise requires). The Schedules and Appendices to this Policy shall be deemed to form part of this agreement between the Company and the Insured.
- (4) Headings are inserted for convenience only and shall not affect the construction of this Policy.

PART II – COVERAGE

SECTION 1 – PERSONAL ACCIDENT PROTECTION

In the event of the Insured Person sustaining Bodily Injury caused by an Accident during the Period of Insurance, the Company shall pay the following benefits:

1. Personal Accident

The Company will pay to the designated beneficiary or the Insured Person's legal personal representatives up to the amount as stated under “Personal Accident Protection – Item No. 1” as specified in the Schedule and in accordance with the percentage stated hereunder:

<u>Benefits Table</u>	<u>Percentage of the maximum benefit payable under the Schedule</u>
(1) Death	100%
(2) Permanent Total Disablement	100%
(3) Major Burns	100%
(4) Loss of both Eyes or Limbs or; Loss of one Eye and one Limb	100%
(5) Permanent total loss of arm above the elbow	100%
(6) Permanent total loss of leg above the knee	100%
(7) Loss of one Eye or one Limb	100%
(8) Permanent total Loss of Hearing in both ears	75%
(9) Permanent total Loss of Speech	50%
(10) Permanent total Loss of Hearing in one ear	15%
(11) Permanent total loss of thumb and four fingers of one hand	50%
(12) Permanent total loss of four fingers of one hand	40%
(13) Permanent total loss of thumb	

	i. Both phalanges	25%
	ii. One phalanges	10%
(14)	Permanent total loss of index finger	
	i. Three phalanges	15%
	ii. Two phalanges	8%
	iii. One phalanges	4%
(15)	Permanent total loss of middle finger	
	i. Three phalanges	10%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(16)	Permanent total loss of ring finger	
	i. Three phalanges	8%
	ii. Two phalanges	4%
	iii. One phalanges	2%
(17)	Permanent total loss of little finger	
	i. Three phalanges	6%
	ii. Two phalanges	3%
	iii. One phalanges	2%
(18)	Permanent total loss of all toes of one foot	17%
(19)	Permanent total loss of great toe	
	i. Two phalanges	5%
	ii. One phalanges	2%
(20)	Permanent total loss of any other toe	3%
(21)	Any permanent disablement not specified above other than loss of sense of taste or smell	see below*

*such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the percentage specified above and without regard to the Insured Person's employment or occupation.

Provisions:

- (1) No benefits will be payable unless any one of the above benefit items results within twelve (12) months from the date of Bodily Injury sustained by the Insured Person.
- (2) The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt.
- (3) During the Period of Insurance, the maximum amount of all benefits payable for one or more Bodily Injuries sustained by the Insured Person in each Policy Year shall not exceed 100% of the amount under this item as specified in the Schedule of this Policy.
- (4) This benefit is not applicable if "SECTION 1 Item No.2 - Double Indemnity for Accidental Death or Permanent Total Disablement" is payable.

2. Double Indemnity for Accidental Death or Permanent Total Disablement (not applicable to Insured Person aged over 70)

The amount payable for accidental death or Permanent Total Disablement shall be doubled for loss sustained while the Insured Person is travelling as a fare paying passenger on board a Public Conveyance licensed to carry passengers or on board in a Private Car.

3. Credit Card Outstanding Balance Protection

In the event of an Accident causing death to the Insured Person, the Company will pay up to the amount as stated under “Personal Accident Protection – Item No. 3” as specified in the Schedule for any outstanding balance payable under the Insured Person’s credit cards for items and sundries charged to such cards during the Period of Insurance.

4. Medical Expenses

The Company will reimburse up to the amount as stated under “Personal Accident Protection – Item No. 4” as specified in the Schedule for medical, surgical, Hospital or nursing fees or charges necessarily incurred during the Period of Insurance and within twelve (12) months of the happening of the Accident provided that all such fees or charges are necessarily and reasonably incurred for professional medical services provided by a Registered Medical Practitioner or Qualified Nurse and/or at a Hospital prescribed by such Registered Medical Practitioner. Treatment provided by Chinese Herbalist and bonesetter is also extended to be covered and payable up to per day and per year limits as specified in the Schedule.

5. 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 Registered 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.

(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 medical 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.

(2) Medical Evacuation

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

- (a) the transfer of the Insured Person into one of the nearest Hospital; and
- (b) 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 at his discretion 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:

- (a) ambulance to transfer the Insured Person to the airport of departure
- (b) emigration/immigration and customs clearances at the airport of departure/destination
- (c) intensive care equipment
- (d) qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- (e) ambulance on the tarmac to meet the Insured Person and the medical escort at the airport of arrival
- (f) immediate consultation by appropriate specialist upon arrival
- (g) reservation of bed in Hospital
- (h) constant monitoring of the medical condition of the Insured Person during his Hospitalization by the Emergency Assistance Service's doctor
- (i) liaison with the family of the Insured Person and updating of the evolution of the Treatment

(3) Repatriation after Treatment

After local Treatment, the Insured Person's medical condition in accordance with the medical opinion of both the attending physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his country of residence by scheduled airline flight (on one economy class ticket) or any other appropriate means of transportation (on one economy class ticket), including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the

Emergency Assistance Service. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Emergency Assistance Service's Alarm Center under constant medical supervision.

(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 HK\$100,000 for

- (a) the repatriation of the Insured Person's body or ashes to the Insured Person's place of permanent residence; or
- (b) 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 mortal remains as provided in this benefit. In any event cost of coffin is not covered.

(5) Travel Information

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his Journey. Any such information provided by the Emergency Assistance Service shall be for reference only and the Company shall not be liable for any loss arising out of any incorrect or outdated information provided.

- (a) Update immunizations and vaccinations requirement and needs
- (b) Weather information worldwide
- (c) Airport taxes
- (d) Customs requirements
- (e) Passport and visa requirements
- (f) Consulate and embassies addresses and contact numbers
- (g) Exchange rates
- (h) Banking days
- (i) Language information and arrangement of interpreter services
- (j) Arrangement of Child escort
- (k) Transmission of urgent messages in case of Emergency

(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.

(7) Emergency Rerouting Arrangements

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

(8) Administration Assistance on Loss of Travelling Document

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

(9) Legal Assistance

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

(10) Compassionate Visit

In the event of the Insured Person suffering from serious Bodily Injury or Sickness resulting in Hospital confinement outside his country of residence for more than seven (7) consecutive days, the Emergency Assistance Service will arrange and pay up to HK\$60,000 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 room services.

(11) Return of Unattended Dependent Child to Country of Residence

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 Bodily Injury or Sickness resulting in Hospital confinement outside his country of residence or the death of Insured Person, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such Child to return to his home in the Insured Person's country of residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service. If necessary, the Emergency Assistance Service will at its sole discretion also hire and pay for a qualified attendant to accompany any such dependent Child for return journey.

(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, subject to the condition, covers and limits of Medical Expense under this SECTION, the Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$50,000. Prior to arranging the above service, Emergency Assistance Service shall obtain the approval and confirmation for the reimbursement by the Company to Emergency Assistance Service for the advance sum of deposit.

(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 deemed medically necessary by Emergency Assistance Service's doctor.

(14) Unexpected Return to the Country of Residence

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

(15) Exclusions

- (a) Costs which would have been payable by the Insured Person had the event giving rise to the intervention of Emergency Assistance Service not occurred.
- (b) Cases of minor Sickness or Bodily Injury in 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.
- (c) 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 sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.

SECTION 2 - ANNUAL TRAVEL PROTECTION (This SECTION is operative if so stated in the Schedule)

1. Medical and Relevant Expenses

The Company shall pay up to the amount as stated under "Annual Travel Protection – Item No. 1" as specified in the Schedule for each sick or injured Insured Person in respect of:

1.1 medical, Hospital, Treatment expenses (including cost of emergency dental Treatment as a result of Accident only); emergency transportation to a registered medical institution and additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel or remain behind with the Insured Person) necessarily incurred outside HKSAR and within twelve (12) months of the date of incident giving rise to the claim as a direct result of Bodily Injury sustained by or Sickness of the Insured Person and occurring during the Period of Insurance, and reasonable additional hotel and repatriation costs to HKSAR, necessarily and unavoidably incurred as a result of

- (1) death, Bodily Injury or Sickness of the Insured Person's spouse, parent, parent-in-law, child, brother, sister, fiancé, fiancée, grandparent or close business partner, who are residents in HKSAR; or

- (2) hi-jack, riot or civil commotion which first occurs during the Period of Insurance.
- 1.2 the necessary medical, Hospital and Treatment expenses reasonably incurred by the Insured Person in HKSAR within three (3) months after the Insured Person's return from abroad including the cost of a private ambulance, professional home-nursing fees, Chinese Herbalists, bonesetters and acupuncture expenses. Such expenses should be resulted from an Accident or Sickness abroad and occurred during the Period of Insurance.
- 1.3 daily Hospital cash benefit: payable for Hospital confinement exceeding twenty-four (24) hours either outside HKSAR or immediately return to HKSAR as a result of Insured Person's Bodily Injury sustained or Sickness contracted outside HKSAR during the Period of Insurance.

In no event shall the total amount be payable under "Annual Travel Protection item 1.1 and 1.2" exceed the maximum amount stated under "Annual Travel Protection item 1.1" as specified in the Schedule of this Policy for each Insured Person.

The Company shall not be liable for

- (1) Treatment or aid obtained in HKSAR except as specifically covered in item 1.2 and 1.3 under this item 1 – Medical and Relevant Expenses;
- (2) surgery or medical Treatment which in the opinion of the Registered Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person returns to HKSAR;
- (3) cost of single or private room accommodation at a Hospital, clinic or nursing home, except in the opinion of the Registered 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) Treatment expenses of Chinese Herbalists, bonesetters and acupuncture except as specifically covered in item 1.2 under this item 1; or
- (6) claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the Bodily Injury or Sickness, issued and endorsed by the attending Registered Medical Practitioner.

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 suffered in a Journey, the Company shall immediately pay such cash relief amount as stated under "Annual Travel Protection – Item No. 2" as specified in the Schedule 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.

3. Baggage and Personal Effects

The Company shall pay up to the amount as stated under “Annual Travel Protection – Item No. 3” as specified in the Schedule for each Insured Person as a result of loss of or damage to baggage taken, sent in advance or purchase on the trip (including clothing and Personal Effects worn or carried on the person, trunks, suitcases and the like receptacles and theft or Robbery of the Insured Person’s personal notebook computer) owned by the Insured Person, occurring during the Period of Insurance.

In the event that the Insured Person purchases a comparable replacement for the lost article, the Company will pay the replacement cost providing the 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 lost article or the article is more than two (2) years old, the Company will at its sole discretion deal with the claim on the basis of intrinsic value of the article, or the cost of repair, whichever is lower. If any article is proven beyond economical repair, the Company will deal with the claim as if the article had been lost.

The Company shall not be liable for

- (1) loss or damage arising from delay or confiscation or detention by Customs or other government authorities/official;
- (2) loss or damage to stamps, contact or corneal lenses or damage to fragile articles;
- (3) 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, passports, visas, air tickets, transportation and accommodation or any other travel vouchers or coupons;
- (4) loss or damage to any pager, mobile phone, portable telecommunication equipment, personal digital assistant (PDA), computer equipment, (except theft or Robbery of the Insured Person’s personal notebook computer), software or accessories;
- (5) business goods or samples, data recorded on tapes, cards, discs or otherwise;
- (6) normal wear and tear, gradual deterioration or 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 immediately on discovery and a “Property Irregularity Report” is obtained from an airline;
- (8) losses not reported to the police at the place of loss within 24 hours of discovery nor a report obtained;
- (9) the same loss which has been paid under SECTION 2 item 4.

4. Delayed Baggage

The Company will pay up to the amount as stated under “Annual Travel Protection – Item No. 4”

as specified in the Schedule for each Insured Person during the Period of Insurance for emergency purchases for each Journey of essential items or clothing or requisites consequent upon temporary deprivation of baggage for a period of time as specified in the Schedule from the time of arrival at destination abroad due to misdirection in delivery or hi-jack.

The Company shall not be liable for the same loss which has been paid under SECTION 2 item 3.

5. Personal Money and Travel Documents

During the Period of Insurance the Company shall pay up to the amount as stated under “Annual Travel Protection – Item No. 5” as specified in the Schedule for the Insured Person in respect of

- (1) loss as a direct result of Robbery of cash, bank notes, cheques, travelers’ cheques, money orders taken on Journey;
- (2) cost of obtaining replacement passports, visas, travel tickets and other travel documents lost.

The Company shall not be liable for

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

6. Legal Liability

The Company will, subject to the Limit of Indemnity as stated under “Annual Travel Protection – Item No. 6” as specified in the Schedule, indemnify the Insured Person against all sums for which they become legally liable to pay in respect of

- (1) Bodily Injury to any third party; and/or
- (2) physical loss of or damage to third party’s property

arising out of or in connection with an Accident during the Period of Insurance, including all legal costs and expenses recoverable by any claimant against the Insured Person, and all legal costs and expenses reasonably incurred by the Insured Person in defending or attending to such claim with the prior written consent of the Company.

In any event the indemnity in this item 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 HKSAR.

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 investigation or proceedings;
- (8) the influence of intoxicating liquor or drugs, 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.

7. Travel Delay/Re-routing

In the event of departure of the aircraft or sea vessel in which the Insured Person had arranged to travel is delayed (the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary) from the time specified in the itinerary supplied to the Insured Person due to strike, industrial action, adverse weather conditions or mechanical breakdown derangement of that aircraft or sea vessel or due to grounding of an aircraft as a result of mechanical or structural defect during the Period of Insurance, the Company will pay up to the amount as stated under "Annual Travel Protection – Item No. 7" as specified in the Schedule of this Policy for the Insured Person on either one of the following item :

- (1) cash benefit for each delay duration; or
- (2) additional travel costs including alternative public transportation costs and accommodation expenses necessarily and reasonable incurred in reaching your planned destination or for your return trip to HKSAR.

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

- (1) failure of the Insured Person to check in according to the itinerary supplied to him and obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay;
- (2) strike or industrial action existing prior to the date of booking the scheduled Journey;
- (3) late arrival of the Insured Person at the airport or port after check-in or booking-in (except the late arrival is due to strike or industrial action); or
- (4) claims not supported by report or certificate from airline or shipping company, describing the nature and the number of hours of delay.

8. Cancellation and Curtailment of Journey

8.1 Cancellation of Journey

The Company shall pay up to the amount as stated under “Annual Travel Protection – Item No. 8” as specified in the Schedule of this Policy for each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation of each planned Journey by the Insured Person as a direct result of

- i. the death, Sickness or serious Accident 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 HKSAR after this Policy has been effected; or
- ii. the issuance of the Black Alert for the planned destination provided that the Black Alert is not in existence prior to the date of booking the scheduled Journey.

8.2 Curtailment of Journey

The Company shall pay up to the amount as stated under “Annual Travel Protection – Item No. 8” as specified in the Schedule of this Policy for each Insured Person in respect of proportional return of the irrecoverable prepaid cost of the planned Journey as shown on the booking invoice, calculated at pro rata for each complete day of the planned Journey lost, due to the necessary and unavoidable curtailment of the planned Journey as a direct result of

- i. the death, Bodily Injury, Sickness or hi-jack occurring to the Insured Person, the person with whom the Insured Person is travelling, the spouse, parent, parent-in-law, grandparent, Child, brother, sister, fiancé, fiancée or close business partner resident in HKSAR; or
- ii. the issuance of the Black Alert for the planned destination

during the Journey.

Further, in the event of any necessary and unavoidable curtailment of the planned Journey or the Insured Person is unavoidably delayed (for more than 8 hours and by means of any kind of transportation carrier) in the course of a planned Journey as stipulated prior to the departure due to the issuance of a Black Alert for the destination, one-off cash allowance in the amount as stated under “Annual Travel Protection – Item No. 8.1” as specified in the Schedule of this Policy will be payable and such shall count towards the insured benefits under SECTION 2 item 8.

The Company shall also pay up to the amount as stated under “Annual Travel Protection – Item No. 8” as specified in the Schedule of this Policy in respect of additional hotel accommodation incurred to obtain lost travel documents arising out of Robbery, burglary or theft provided that such accommodation is no better than that before the loss.

Curtailment herein means abandonment by return to HKSAR of the planned Journey after arrival at the booked destination as shown on booking invoice.

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

or due to

- (1) government policy, regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked Journey (including error, omission or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked;
- (2) disinclination to travel due to personal decision or financial circumstances of any Insured Person;
- (3) any unlawful act or criminal proceedings of any person on whom the Journey plans depend, other than attendance of the Insured Person under subpoena as a witness at a Court of Law;
- (4) failure to notify travel agent/tour operator or provider of transport or accommodation immediately when it is found necessary to cancel or curtail the travel arrangements; or
- (5) medical conditions or circumstances known to exist on or before commencement of the Journey and/or the date of application for this insurance.

9. Loss of Home Contents

If the Insured Person's home in HKSAR suffers loss of or damage to the Home Contents or Personal Effects as a result of Burglary accompanied by forcible and violent entry to or exit from the premises whilst the home is unoccupied during the Period of Insurance, the Company will indemnify the Insured Person for the cost of replacement or repair of such contents or Personal Effects up to the amount as stated under "Annual Travel Protection – Item No. 9" as specified in the Schedule of this Policy.

The Company shall not be liable for

- (1) loss due to use of any key or duplicate thereof irrespective whether the key belongs to the Insured Person or not;
- (2) loss caused or facilitated by the reckless or willful act of the Insured Person or the Insured Person's family, agent or employee;
- (3) loss or damage not reported to the police within 24 hours of discovery.

Exclusion under Section 2

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

- (1) loss suffered as a result or in the course of professional sports;
- (2) Accidents whilst engaged in racing (other than on foot), motor rallies or competitions;
- (3) the Insured Persons travelling contrary to the advice of a Registered Medical Practitioner or for the purpose of obtaining medical Treatment;
- (4) venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex);
- (5) pregnancy, dystocia, miscarriage or childbirth;

- (6) the Insured Person being over 75 years of age;
- (7) the Insured Person travelling for the purpose of migration or studying;
- (8) 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, terrorism, 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;
- (9) business travel involving any dangerous assignments, projects or occupation of a manual nature;
or
- (10) engaging in Winter Sports and/or Dangerous Activities (only applicable to the Insured Person at the time of Bodily Injury or Sickness aged over seventy (70)).

SECTION 3 – GOLFERS PROTECTION (This SECTION is operative if so stated in the Schedule)

1. Hole-In-One

The Company will pay the Insured Person up to the maximum Limit of Indemnity as stated under “Golfers Protection – Item No. 1” as specified in the Schedule for celebration expenses as a result of the Insured Person achieving a “hole-in-one” whilst playing golf at any Recognised Golf Club during the Period of Insurance provided that

- (1) such achievement is witnessed in accordance with the practice of a Recognised Golf Club whereon the game was being played; and
- (2) a certificate is provided by the same Recognised Golf Club.

2. Golfing Equipment

The Company will indemnify the Insured Person by payment or at its option by repair, reinstatement or replacement against accidental loss of or damage to golfing equipment including golf clubs, golf bags, golf balls and umbrellas belonging to the Insured Person occurring during the Period of Insurance whilst directly in transit to or from or whilst practising or playing golf at any Recognised Golf Club, golf course or driving range. The liability of the Company under this item 2 shall be up to the maximum Limit of Indemnity as stated under “Golfers Protection – Item No. 2” as specified in the Schedule.

The Company shall not be liable for

- (1) loss or damage caused by or resulting from wear and tear or deterioration;
- (2) loss of or damage to golf balls unless contained in the bag at the time of loss or caused by fire.

3. Personal Effects

The Company will indemnify the Insured Person by payment or at its option by repair, reinstatement or replacement against accidental loss of or damage to the Personal Effects (including wearing apparel) belonging to the Insured Person occurring during the Period of

Insurance while such property is contained in any Recognised Golf Club, golf course or driving range. The liability of the Company under this item 3 shall be up to the maximum Limit of Indemnity as stated under “Golfers Protection – Item No. 3” as specified in the Schedule.

The Company shall not be liable for loss of or damage to

- (1) cameras, watches, mobile phones, portable computer, personal digital assistant (PDA), jewellery, precious stones, jades, gold, silver or other precious metal articles, furs, trinkets or medals;
- (2) documents or software of any kind;
- (3) motor vehicles and contents placed therein.

4. Golfing Journey Cancellation

The Company will indemnify the Insured Person for irrecoverable deposits and prepaid cost incurred for cancellation of golfing Journey outside HKSAR up to the maximum Limit of Indemnity as stated under “Golfers Protection – Item No. 4” as specified in the Schedule during the Period of Insurance as a result of death, serious Bodily Injury causing Hospital confinement for more than 24 hours, of the Insured Person or his immediate Family or close business partners, all being residents of HKSAR.

5. Legal Liability

The Company will, subject to the Limit of Indemnity as stated under “Golfers Protection – Item No. 5” as specified in the Schedule, indemnify the Insured Person against all sums for which they become legally liable to pay in respect of

- (1) Bodily Injury to any third party; and/or
- (2) physical loss of or damage to third party’s property.

arising out of or in connection with an Accident occurring whilst playing or practising golf on any Recognised Golf Club, golf course or driving range during the Period of Insurance, including all legal costs and expenses recovered by any claimant against the Insured Person and, all legal costs and expenses reasonably incurred by the Insured Person in defending or attending to such claim with the prior written consent of the Company.

The liability of the Company shall not exceed the “Limit of Indemnity” as specified in the Schedule in respect of or arising out of any occurrence or in respect of or arising out of all occurrences or a series consequent on or attributable to one sources or original cause.

In the event of the death of the Insured Person, the Company will in respect of any liability incurred by the Insured Person under this item 5 indemnify the Insured Person’s legal personal representatives in the Terms of and subject to the limitations of this item 5 provided that such legal personal representatives shall as though they were the Insured Person, observe, fulfill and be subject to the Terms, conditions and exceptions of this Policy so far as they can apply.

In any event the indemnity in this item 5 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 HKSAR.

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

- (1) Bodily Injury to any person being a member of the Insured Person's family or at the time of sustaining such injury engaged in and upon the service of the Insured Person other than caddies;
- (2) loss of or damage to property belonging to or held in trust or in the custody or control of the Insured Person or any member of the Insured Person's family, or in the control of any person in the service of the Insured Person;
- (3) any agreement by the Insured Person to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- (4) Bodily Injury to any person or loss of or damage to property belonging to third party outside the area of any Recognised Golf Club or golf course or driving range;
- (5) Bodily Injury or property damage arising out of the Insured Person's business or the ownership or control of mechanically propelled vehicles or watercraft other than golf carts and electrically driven buggies;
- (6) legal costs resulting from and/or fines or compensation imposed in any criminal investigations or proceedings.

6. 24-Hour Emergency Hotline Assistance Services Hotline (852) 2861 9235

The Company has arranged the twenty-four (24) hours assistance services with Inter Partner Assistance Hong Kong Ltd (hereinafter referred to as "IPA") to provide the following hotline services to the Insured Person during the effective period of the Policy:

Golf Course Referral and Booking Hotline Service

IPA will provide the Insured Person with detailed information about worldwide golf courses and driving range, and will also assist the Insured Person to make reservations on golf courses and driving range.

PART III – GENERAL EXCLUSIONS (applicable to the whole Policy)

1. The Company shall not be liable in respect of:
 - (1) any Accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of
 - i. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), or civil war;
 - ii. mutiny, rebellion, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege.

- (2) any Accident, loss, damage, expense, liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by the order of the Government de jure or de facto or any public, municipal or authorities;
- (3) any Accident, loss, damage, expense, liability or Bodily Injury directly or indirectly caused by or arising from or in consequence of or contributed to
 - i. nuclear weapons materials;
 - ii. ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this General Exclusion (3)(ii), combustion shall include any self-sustaining process of nuclear fission.
- (4) consequential loss or damage of any kind except as otherwise provided under this Policy;
- (5) any loss or damage directly or indirectly caused by or resulting from unexplained or mysterious disappearance or self-inflicted act(s) or in the absence of a report immediately made to the police;
- (6) any Accident, loss, damage, expense, liability or Bodily Injury arising from any nuisance; deliberate, malicious, unlawful or omission act; willful neglect of any person(s) residing or lawfully in the home;
- (7) any Accident, loss, damage, expense, liability or Bodily Injury arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (8) 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; or
- (9) any actual or alleged liabilities whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

2. The Company shall not be liable in respect of

- (1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane or any functional disorder of the mind;
- (2) Bodily Injury arising from encountering murder, kidnap or ransom;
- (3) Bodily Injury arising from engaging in Dangerous Activities, Winter Sports, occupational or professional racing and competition of any kind;
- (4) Bodily Injury arising from assault or fighting;
- (5) Treatment of psychiatric disease, any functional disorder of psychic or mental constitution such as neurasthenia ad anorexia, etc;
- (6) any person with occupation as golfer (applicable to SECTION 3 – GOLFERS PROTECTION);
- (7) Pre-existing Condition;
- (8) congenital anomalies or deformities such as hare-lip, club-foot, birth mark, abnormal bone or cerebral palsy, etc;

- (9) any dental Treatment or surgery; eye refraction or examination for fitting of eye glasses, contact lens or hearing aids; any cosmetic or plastic surgery except as necessitated by Bodily Injury;
 - (10) pregnancy (including antenatal and postnatal check up), miscarriage or childbirth (natural delivery and cesarean section), abortion, birth control, contraception, sterilization, infertility and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident;
 - (11) periodic, routine medical examination, vaccinations, immunization, injections, preventive medication or rest cures;
 - (12) any Bodily Injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof however caused or however named;
 - (13) 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 unnecessary peril (except in an attempt to save human life).
3. The indemnity expressed in this Policy shall not apply to or include liability in respect of death or Bodily Injury including illness of any person directly or indirectly caused by infectious disease which is listed in the first schedule of the "Prevention and Control of Disease Ordinance" (CAP 599) as at the date of the receipt by the Company of the Insured written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.
 4. The indemnity 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 HKSAR.
(In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this General Exclusion, any Accident, loss, damage, expense, liability or Bodily Injury is not covered by this Policy, the burden of proving that such Accident, loss, damage, expense, liability or Bodily Injury is covered shall be upon the Insured.)

PART IV – TERMINATION OF POLICY

1. Termination by the Insured

During the Period of Insurance, the Insured may terminate this Policy by writing to the Company provided that no claim has arisen or paid under this Policy during a particular Policy Year. Such termination shall become effective on the date of the written notice is received by the Company, or the date specified in the notice, whichever is later.

- (1) For payment made by 12 month installment:

The Insured is required to pay the difference of the paid monthly installment premium with

the minimum premium required by the Company with reference to the “Minimum Premium Table” below.

Period Covered (not exceeding)	Minimum Premium (according to annual premium multiplied by the following respective percentage)
5 months	50%
6 months	60%
7 months	70%
8 months	80%
9 months	90%
Over 9 months	100%

(2) For payment made in each year:

All premium paid annually for that particular Policy Year will at all times be subject to the following premium refund rules:

Period Covered (not exceeding)	Premium Refund
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 9 months	0%

If either payment methods (1) or (2) is used and in the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Insured is required to pay 100% of annual premium as the minimum premium required by the Company.

2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or to subject this Policy to different terms, if the Insured or Insured Person has at any time failed to observe the Terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving seven (7) days notice in writing to the Insured and such notice shall be delivered to the Insured or sent by letter to the Insured at his last known address and such cancellation shall become effective from the seventh (7th) day after such notice has been issued for payment made by monthly installment or in each year. For payment made in each year, the Insured shall be entitled to the return of a proportionate part of the premium (in accordance with the annual payment refund table shown in Part IV – Termination item 1(2) above) for the unexpired period of coverage provided no claim has arisen or paid under the Policy during a particular Policy Year.

3. Automatic Termination

This Policy shall terminate forthwith upon the death of the Insured and/or the Insured Person, or

upon the Insured Person's attaining the age of seventy-six (76) or above at the next Policy Year.

4. Termination due to non-payment of premium

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule. If any subsequent premium is not paid on its due date, this Policy will be terminated on that due date.

PART V – PREMIUM

1. This Policy shall become effective upon payment of the premium.
2. Premium shall be paid in accordance with the amount stated in the Schedule, endorsement and any memoranda and shall be paid on the commencement date of this Policy and upon the expiry date of each subsequent Policy Year for premium settled in each year or settled by monthly installment.
3. If change of premium payment mode is required, the Insured shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Policy Year and such changes shall become effective only on the first day of the earliest coming renewal Policy Year.

PART VI – AUTOMATIC RENEWAL

1. Payment of the required renewal premium by the Insured upon each renewal Policy Year for payment made by monthly installment in each year or by year, will continue this Policy to be in force until the expiry date of that Policy Year.
2. This Policy will be automatically renewed upon payment of premium by the Insured unless written notice of changes in Policy Terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Policy Year. No renewal documents will be issued and the Insured's existing Policy plus premium payment shall constitute the evidence of valid cover under this Policy.

PART VII – NO CLAIM RENEWAL PREMIUM DISCOUNT

In the event of no claim arise or being paid under the whole policy during each Policy Year, premium discount will be granted upon each subsequent Policy Year as follows:

<u>No claim record period</u>	<u>Renewal premium discount</u>
1 st year before renewal	10% discount
consecutive 2 years before renewal	15% discount
consecutive 3 years before renewal.....	20% discount
consecutive 4 years before renewal.....	25% discount
consecutive 5 years or each year above before renewal	30% discount

If a claim will arise or will be payable during any of the above renewal period, all accumulating total "no claim renewal premium discount" will be cancelled and will restart the accumulation from the first (1st) day of the coming renewal Policy Year.

In the event of receiving valid claim documents which falls within the period where “no claim renewal premium discount” has been payable, the Insured shall return the full amount of the discounted premium to the Company. If the Insured fails to comply, the Company shall have the right to delay the claim payment or deduct the full amount of the discounted premium from the amount of the claim.

PART VIII – DUPLICATE APPLICATION

The Insured or an Insured Person shall not be covered under more than one “Executive Comprehensive Protection Plan” Policy issued by the Company for the same insured period. In the event that the Insured or an Insured Person is covered under more than one such Policy under the Company, the Company will consider that person to be insured under the Policy that provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated Policy shall be void in respect of such particular Insured Person.

PART IX - CLAIMS CONDITIONS (applicable to whole Policy unless specifically provided in the individual PART/SECTION when such provision will prevail)

1. In the event of any happening which may give rise to a claim under this Policy, the Insured and/or Insured Person
 - (1) shall give notice as soon as possible in writing to the Company;
 - (2) shall make formal report to the police immediately if there has been burglary, theft or Robbery or any attempt thereat;
 - (3) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the accidental physical loss or damage. The Insured and/or Insured Person should render his full co-operation during the course of investigation or assessment of the claim;
 - (4) shall immediately send to the Company any writ, summons or other legal proceedings issued or commenced against the Insured and/or Insured Person and shall at his own expense give all necessary information and assistance whenever being requested by the Company to enable the Company to settle or resist any claim or to institute proceedings, if a claim may arise from legal liability;
 - (5) shall not incur any expense in making good any accidental physical loss or damage and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company;
 - (6) shall at his own expense give the Company all such records, books of account or document or other such information or medical report issued by a Registered Medical Practitioner as the Company may reasonably require for investigating or verifying a claim;

- (7) shall pay and obtain an official receipt issued by a Registered Medical Practitioner together with a "Medical Certificate" showing the nature of the Bodily Injury or Sickness if medical attention is received for Bodily Injury or Sickness;
 - (8) shall in the event of any loss or damage to baggage etc. whilst in the custody of carriers (airline, bus company, etc) immediately notify in writing to such carriers and a report should be obtained;
 - (9) shall report to the police at the place of loss within 24 hours of discovery and a report must be obtained for any loss of Money or property;
 - (10) shall at his own expense give the Company the death certificate in case of the death of the Insured Person.
2. The Company shall be entitled
 - (1) to take over in the name and on behalf of the Insured and/or Insured Person the absolute conduct, control and settlement of any proceedings instituted by a third party against the Insured and/or Insured Person in respect of any liability covered by this Policy;
 - (2) to take proceedings at its own expense and for its own benefit, but in the name of the Insured and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy;
 - (3) to pay at anytime to the Insured the limit of liability under legal liability or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that SECTION(S) in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
 3. If at the time of any happening giving rise to any accidental physical loss, damage, expense or liability for which indemnity is provided under this Policy (except PART II SECTION 1 Item 1 – Personal Accident), there shall be any other insurance against such accidental physical loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
 4. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a postmortem examination of the body.

PART X – GENERAL CONDITIONS (applicable to whole Policy unless specifically provided in the individual PART/ SECTION when such provision will prevail)

1. **Interpretation:** This Policy and the Schedule, memoranda and endorsement hereto shall be read

together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, memoranda or endorsement shall bear such specific meaning wherever it may appear. If there is any inconsistency in the English and Chinese versions, the English version shall prevail.

2. **Territory Limit:** The benefits provided under the “Part II – COVERAGE” of this Policy are applicable to worldwide.
3. **Compliance with Conditions:** The due observance and fulfillment of all the Terms of this Policy by the Insured and/or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured or any one acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
4. **Reasonable Preventions:** The Insured and/or Insured Person shall exercise all reasonable precautions to
 - (1) prevent Accidents, Bodily Injury, Sickness, loss or damage;
 - (2) avoid incurring liabilities;
 - (3) comply with obligations and regulations imposed by any “Statute or Authority”.
5. **Forfeiture:** If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured and/or Insured Person or any one acting on his behalf to obtain any benefit under this Policy; or if the accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Insured and/or Insured Person or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the condition 9 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
6. **Time Limit:** In no case whatever shall the Company be liable for any accidental loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
7. **Non-transfer of Insured’s right:** Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company’s liability in respect of the property of any person other than the Insured shall give no right of claim under this Policy to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company’s liability under this Policy in respect of such loss.
8. **Reinstatement:** If this Policy is terminated for any reason, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for accidental physical loss or damage that occurs after the date of reinstatement.
9. **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 for the time being of the 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 Insured and/or Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.

- 10. Warranty:** It is warranted that whenever the Insured Person's home are left unattended all locks bolts and other security protections fitted to the Insured Person's home including any security measures that may be required by the Company, are in full and effective operations.
- 11. Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of HKSAR and shall in all respects be governed by and construed in accordance with the laws of HKSAR and the Courts of HKSAR 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.
- 12. Interest:** No claim payment under this Policy shall carry interest.
- 13. Avoidance of certain Terms and rights of recovery:** If the Company is obliged by the Legislation to pay an amount for which the Company would not otherwise be liable under this Policy the Insured should repay such amount to the Company.
- 14. Currency:** 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.
- 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 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.
- 16. 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.

17. 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.

18. 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 them 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 them to get all documents and receipts from the relevant sources and assisting them 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.

THE FOLLOWING CLAUSES AND/OR ENDORSEMENT SHALL FORM AN INTEGRAL PART OF THIS POLICY

IT CLARIFICATION CLAUSE

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

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, 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.

For the purpose of this endorsement an 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, suppressing or in any way relating to act of terrorism.

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

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

TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost of expense directly or indirectly arising out of

- (1) biological or chemical contamination;
 - (2) missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this endorsement an 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of 1 “contamination” means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

NEW OUTBOUND TRAVEL ALERT EXTENSION

Notwithstanding anything contained herein to the contrary and subject to the terms, conditions and exclusions of this Policy, it is hereby declared and agreed that the item 7 – Travel Delay/Re-routing and the item 8 – Cancellation and Curtailment of Journey under SECTION 2 – ANNUAL TRAVEL PROTECTION of this Policy is extended to cover the following benefits:

1. “Travel Delay/Re-routing”

- (1) In the event of departure of the aircraft or sea vessel in which the Insured Person had arranged to travel is delayed (the delayed being calculated from the departure time of the aircraft or sea vessel specified in the itinerary) from the time specified in the itinerary supplied to the Insured Person due to the natural disasters or;
- (2) In the event that Red or Black Alert is issued for the country of planned destination where the Insured Person is visiting (notwithstanding General Exclusions 1(1) i & ii) during the Period of the Insurance, provided that the Red or Black Alert is not in existence prior to the date of booking the scheduled Trip.

The Company will pay up to the amount specified in the Schedule of this Policy for each Insured Person on either one of the following item:

- (i) cash benefit for each delay duration(Applicable to Red or Black Alert issued for the country of planned destination); or
- (ii) additional travel costs including alternative public transportation costs and accommodation expenses necessarily and reasonably incurred in reaching the planned destination or re-routing to get to alternative destination or returning trip of Hong Kong(Applicable to Black Alert issued for the country of planned destination only).

2. “Cancellation”

The Company shall pay the “Cancellation” Benefit up to the maximum amount specified in the Schedule of this Policy for each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation of each planned Journey by the Insured Person as a direct result of the issuance of the Black Alert for the planned destination provided that the Black Alert is not in existence prior to the date of booking the scheduled Trip.

3. “Curtailement”

The Company shall pay the “Curtailement” Benefit up to the maximum amount specified in the Schedule of this Policy for each Insured Person in respect of proportional return of the irrecoverable cost of the planned Journey as shown on booking invoice, calculated at pro-rata for each complete day of the planned Journey lost in the event of the necessary and unavoidable curtailement of the planned Journey due to the issuance of the Black Alert during the Journey.

Further, in the event of any necessary and unavoidable curtailement of the planned Journey or the Insured Person is unavoidably delay (for more than 8 hours and by means of any kind of transportation vehicle) in the course of a planned Journey as stipulated prior to the departure due to the issuance of a Black Alert for the destination, one-off cash allowance of HK\$1,000 will be payable to each Insured Person under this Extension and shall count towards the insured benefits under this Section.

For the purpose of this Endorsement, the following terms shall have the following meaning:

“Red or Black Alert” means the Red or Black Alert issued by the Government of Hong Kong Special Administrative Region under the Outbound Travel Alert System.

FREE EXTENSION COVER FOR INFLUENZA A (H1N1)

Notwithstanding anything contained herein to the contrary and subject to the terms, conditions and exclusions of this Policy, the Company agreed that the following benefits will be extended to cover under SECTION 2 – ANNUAL TRAVEL PROTECTION provided that this SECTION 2 is effect.

1. Extension of Period of Insurance

If the Insured Person is infected or suspected to have influenza A (H1N1) infection during the period of the insured Journey, the original period of insured Journey will be automatically extended for 7 days after the expiry of compulsory quarantine period by order of the local Government authority or the insurance will terminates upon the Insured Person’s return to HKSAR, whichever first occurs.

2. Cash Benefits

If the Insured Person is infected or suspected to have influenza A (H1N1) infection during the period of insured Journey, daily cash benefit of HK\$500 for each day will be paid as an additional payment due to compulsory quarantine of the Insured Person by order of the Government authority (a) during the insured Journey, and/or (b) within 3 days after the Insured Person's return to HKSAR, subject to a maximum benefit of HK\$7,500 (calculated on per Policy year basis).

Remarks:

1. The Insured Person must submit documentary proof for suspected to have influenza A (H1N1) infection and having the compulsory quarantine by order of the Government authority.
2. Definition of "Sickness" under Section 2 - Annual Travel Protection has already included influenza A (H1N1). If the Insured Person is diagnosed to have Influenza A (H1N1) infection, the applicable benefit under the Policy, such as medical expenses, cancellation of Journey, curtailment of Journey, 24-Hour Emergency Assistance Services and Benefits etc., will be provided.

RENTAL VEHICLE EXCESS EXTENSION

Notwithstanding anything contained herein to the contrary and subject to the terms, conditions and exclusions of this Policy, the Company agreed to extend cover rental vehicle excess under SECTION 2 – ANNUAL TRAVEL PROTECTION provided that this SECTION 2 is effect.

Provided that the Insured Person rent or hire a private car during the insured Journey from a licensed car rental company in which the Insured Person is legally liable to a motor insurance excess or deductible for the loss of or damage to the rented car imposed under the motor insurance policy as attached to the rental agreement involved, the Company will pay such excess or deductible up to the maximum amount of HK\$2,500 for each and every claim.

Exclusions

This extension does not cover

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

NOTICE : Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium charged is subject to the discretion of the Company.

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:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) 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).

Note: The Chinese translation of this Policy is for reference purpose only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.