

TRAVEL INSURANCE POLICY 2.0

Notice: Please Read This Policy Carefully.

The Insured Person having applied for insurance expressed herein and completed the Proposal Form and Declaration which shall be the basis and form part of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance, CMB Wing Lung Insurance Company Limited ("the Company") will subject to the terms conditions and exclusions contained herein and endorsed hereon indemnify or pay The Benefits to the Insured Person in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided the due observance and fulfilment of all the terms conditions obligations and exclusions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

1. COVER

Where the Proposal Form and Declaration are in respect of more than one Insured Person, the Company further only agrees to provide the insurance on the basis that this Policy, notwithstanding any other provision, is deemed and accepted to constitute separate insurance in respect of each such Insured Person covered. Words and expressions importing the masculine gender include the feminine and neuter genders.

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

2. DEFINITIONS

- 2.1 "Accident" or "Accidental" means a sudden, unforeseen and unexpected event happening by chance.
- 2.2 "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organization and shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.
- 2.3 "Business Partner" means a business associate who has a share in the Insured Person's business.
- 2.4 "Hijack" means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.
- 2.5 "Home Contents" means all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family. Personal effects mean articles of personal possessions normally worn or carried on and belong to the Insured Person or the Insured Person's family.
- 2.6 "Hospital" means an establishment lawfully constituted and registered as a hospital for the care and treatment of sickness or injured persons and which
- has organized facilities for diagnosis, treatment and major surgery;
 - provides twenty-four (24) hours a day nursing services by registered nurses;
 - is under the supervision of a Qualified and Registered Medical Practitioner; and
 - is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
- 2.7 "Hospitalized" means being confined in a Hospital for medical treatment for a minimum period of 24 hours upon the recommendation of a Qualified and Registered Medical Practitioner for continuous stay in the Hospital prior to his

discharge, and such confinement shall be evidenced by a daily room and board charge by the Hospital. One (1) day of confinement shall mean a period for which a Hospital makes a charge for room and board.

- 2.8 "Immediate Family Member" means legal spouse, parent, parent-in-law, grandparent, grandparent-in-law, child, grandchild, brother, sister, brother or sister-in-law, all residing in Hong Kong.
- 2.9 "Injury" means bodily injury to the Insured Person caused solely and directly by Accidental external and visible means independently of any other cause and not therefore due to any sickness, disease or medical disorder.
- 2.10 "Insured Person" means the person named in the Schedule or subsequently endorsed as insured person who is not more than 80 years of age and is covered under this Policy. In the case where the Proposer is a business entity/company, the Insured Person is to be interpreted as "Insured Employee" so long as he is named in the Schedule.

"Individual & Children" shall include the Insured Person No.1 and his accompanied unmarried dependent child(ren), including natural child(ren), step-child(ren) and legally adopted child(ren) who are aged between 3 months up to the attainment of 18 years of age.

"Family" shall include a maximum of two (2) adults aged over 18, Insured Person No.1 and Insured Person No.2, who are each not more than 80 years of age and the accompanying unmarried dependent children of Insured Person No.1 are aged between 3 months up to the attainment of 18 years of age. Insured Person No.2 must be an Immediate Family Member of Insured Person No.1.

"Child/Children" means unmarried dependent child(ren), including natural child(ren), step-child(ren) and legally adopted child(ren) of the Insured Person No.1 who is/are aged between 3 months to the attainment of 18 years of age. The Benefits provided for each child shall be limited to 25% of the maximum limits for each benefit stated herein provided that the benefits payable for the children in aggregate shall not exceed 50% of the maximum limits for each benefit.

The maximum compensation payable under the "Individual & Children" and "Family" Covers in the aggregate for all sections shall not exceed 150% and 250% respectively of the Sum Insured amount specified except for Section 2 - Medical Emergency Evacuation/Repatriation which provides up to the full limit and Section 6 - Repatriation of Mortal Remains which provides up to HK\$95,000, HK\$50,000 and HK\$25,000 for Diamond, Gold and Silver Plan respectively for each adult and dependent child.

- 2.11 "Journey"
- When applying to "Single Journey Travel Plan", it means the time when the Insured Person leaves directly from his or her place of residence for embarkation in Hong Kong for the purpose to commence travel to scheduled destination(s). The Journey ceases:
 - on return to the Insured Person's place of residence or place of first visit, whichever is the earlier, in Hong Kong or
 - 4 hours after the Insured Person arrives in Hong Kong or
 - on expiry of the period specified on this Policy, whichever occurs first.
 - When applying to "Annual Cover (Multiple Journey) Travel Plan", it means the time when the Insured Person leaves directly from his or her place of residence for embarkation in Hong Kong for the purpose to commence travel to scheduled destination(s). The Journey ceases:



Travel Insurance Policy 2.0 旅遊綜合保險保單 2.0

Emergency Assistance Hotline Service
緊急支援熱線服務: (852) 2862 0193

Please mark your policy no. for reference:
請填寫保單號碼以作參考。

This service is directly provided by Inter Partner Assistance Hong Kong Ltd.
此服務是由國際救援(亞洲)公司直接提供
Please refer to the policy for detailed provisions 詳情請參閱保單內條款



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- (i) on return to the Insured Person's place of residence or place of first visit, whichever is the earlier, in Hong Kong or
- (ii) 4 hours after the Insured Person arrives in Hong Kong or
- (iii) on the expiration of 90 days period beginning from the commencement date of each journey originated in Hong Kong or
- (iv) on expiry of the period specified on this Policy whichever occurs first.
- For "One Way Cover" as specified in the Schedule, it means coverage for the Insured Person not returning to Hong Kong expires no later than 5 days from the scheduled time of arrival at the country of final destination or upon expiry of the original declared Period of Insurance, whichever is the earlier.
- 2.12 "Malignant Neoplasm" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known and/or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency.
- 2.13 "Medical Expenses" means reasonable expenses incurred as a result of sustaining Injury or Sickness paid by the Insured Person to a Qualified and Registered Medical Practitioner, physician, surgeon, Hospital and/or ambulance service for medical, surgical, nursing home charges and the cost of other treatment including the cost of medical supplies and ambulance hire including X-ray but excluding the cost of dental care and treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury, and excluding any expenses included in Section 2 - Medical Emergency Evacuation/Repatriation of this Policy. All treatment must be prescribed and a diagnosis is evidenced in writing by a Qualified and Registered Medical Practitioner in order for expenses to be reimbursed under this Policy. Follow-up treatment rendered by Registered/Listed Chinese Herbalist, Bonesetter, Acupuncturist and Chiropractor in Hong Kong for Accidental Injury sustained aboard is payable up to the sub-limit as stated in Section 1 - Medical Expenses.
- 2.14 "Opportunistic Infection" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
- 2.15 "Overseas" means destination outside the territorial boundaries of Hong Kong Special Administrative Region.
- 2.16 "Period of Insurance"
- (1) Under "Single Journey Travel Plan" specified in the Schedule means, with exception of Section 12 - Deposits and Cancellation of Trip, the period when the Insured Person commences the Journey and shall terminate 4 hours after the Insured Person arrives in Hong Kong or on the expiry date of this Policy whichever occurs first provided that the Journey is commenced within the Period of Insurance. Section 12 shall commence immediately on the date of issue of this Policy. Coverage will automatically be extended for a maximum of 10 calendar days in event of the Journey being unavoidably delayed.
- (2) Under "Annual Cover (Multiple Journey) Travel Plan" specified in the Schedule, with exception of Section 12 - Deposits and Cancellation of Trip, means the period commencing on the effective date of insurance and shall terminate at the earliest of the dates specified hereunder:
- (i) the expiry date of the period of insurance;
- (ii) subject to maximum age limit as set in Condition 6.10 - Age Limit;
- (iii) subject to Condition 6.5 - Cancellation.
- Section 12 shall commence immediately on the date of issue of this Policy.
- Cover is provided with policy limits as stipulated on this Policy applied to each Journey, irrespective of the number of Journeys that are made within the Period of Insurance provided that the Journey is commenced within the Period of Insurance specified in the Schedule subject to the maximum period of each Journey not exceeding 90 days.
- Where the Insured Person is an employee of the Proposer,
- cover shall terminate upon the date of his termination of service with the Proposer.
- 2.17 "Permanent" means the period of twelve (12) consecutive months from the date of an Injury and at the expiry of the period being beyond hope of improvement or remedy by surgical or other treatment.
- 2.18 "Permanent Total Disablement" means disablement that results from Injury and which occurs within twelve (12) months from the date of such Injury in which the Insured Person is totally and permanently disabled and prevented from engaging in any occupation or employment for remuneration or profit for which the Insured Person is reasonably qualified by reason of his education, training or experience, or if the Insured Person has no occupation or business, it means the inability to perform any activities which would normally be carried out by the Insured Person in his daily life.
- 2.19 "Policy" means this Policy, the Proposal Form, the Schedule, endorsement(s) or amendment(s) signed by an authorized representative of the Company and any other schedule attached hereto from time to time.
- 2.20 "Pre-existing Condition" means sickness illnesses injuries or medical condition that already existed before:
- (a) the commencement date of the Period of Insurance (under "Single Journey Travel Plan"), or
- (b) the commencement date of each Journey (under "Annual Cover (Multiple Journey) Travel Plan")
- of which treatment was received and/or signs or symptoms already presented and/or are known to the Insured Person or should have reasonably been aware.
- 2.21 "Public Common Carrier" means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire, including but not limited to bus, coach, ferry, hovercraft, hydrofoil, ship, train or underground train, and any fixed-wing airplane provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports.
- 2.22 "Qualified and Registered Medical Practitioner" means any person legally authorized by the Government within the jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a medical practitioner who is the Insured Person, his spouse, relatives or Business Partner(s).
- 2.23 "Registered/Listed Chinese Herbalist, Bonesetter, Acupuncturist and Chiropractor Follow-up Treatment Expenses" means fees and charges necessarily and reasonably incurred for medical professional services of a Registered/Listed Chinese Herbalist, Bonesetter, Acupuncturist and Chiropractor (other than the Insured Person himself, his relatives, family or Business Partner(s)) carrying on business and having his service provided in Hong Kong pursuant to the Medical Registration Ordinance of Hong Kong or Chinese Medicine Ordinance of Hong Kong.
- 2.24 "Second Degree Burns" means the damage or destruction of epidermis and dermis. In the event of claims, the percentage of the surface area affected will be assessed and certified by a certificate issued by a Qualified Medical and Registered Practitioner.
- 2.25 "Serious Medical Condition" means injury or sickness certified by a Qualified and Registered Medical Practitioner as being dangerous to life and unfit to travel or continue with one's journey.
- 2.26 "Sickness" means illness or disease contracted during the currency of this Policy and shall exclude any Pre-existing Condition for which the Insured Person has received medical treatment, diagnosis, consultation or prescribed drugs.
- 2.27 "The Benefits" means the coverage as specified in the Policy against the relevant Events with policy limits applied to each Journey as stated herein.
- 2.28 "Third Degree Burns" means the damage or destruction of the skin to its full depth and damage to the tissues beneath due to burns. In the event of claims, the percentage of the surface area affected will be assessed and certified by a Qualified Medical and Registered Practitioner.
- 2.29 "Travel Alert" is the alert issued by the Government of the Hong Kong SAR under the Outbound Travel Alert (OTA) System.

There are 3 levels of Travel Alert: "Amber Alert", "Red Alert" and "Black" Alert". Definition of "Travel Alert" may be changed by the Company from time to time based on changes to the OTA System communicated by the Government of the Hong Kong SAR.

- 2.30 "Travel Companion" means the person travelling with the Insured Person for the entire Journey on shared room basis.

3. EVENTS/BENEFITS LIMIT

SECTION 1 - MEDICAL EXPENSES

The Company will reimburse the Insured Person the usual, customary and reasonable Medical Expenses, incurred (up to the maximum limit stated in the following table) outside Hong Kong within 12 calendar months as from the first day of the Injury or Sickness sustained during the Journey.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$1,000,000	\$500,000	\$300,000

If the Insured Person sustains Injury or Accidental death when participating in any non-professional sports such as scuba diving, water skiing, rafting, sailing, windsurfing, other water sports and underwater activities, bungee jumping, horse riding activities, parachuting, trekking, mountaineering, rock climbing, or winter sports etc., the maximum benefit limit payable under this Section will be reduced by 50%. If the Insured Person is aged between 71 to 80, the maximum benefit limit payable under this Section will be reduced by 30%.

Follow-up Medical Expenses incurred in Hong Kong

The Company will reimburse the Insured Person follow-up Medical Expenses reasonably incurred in Hong Kong (up to the limit stated in the following table) within 3 calendar months after the Insured Person returns to Hong Kong after the Injury or Sickness, such follow-up Medical Expenses having resulted from the Injury or Sickness for the continuation of medical treatment rendered by a Qualified and Registered Medical Practitioner in Hong Kong. The follow-up Medical Expenses shall also be extended to cover the Registered/Listed Chinese Herbalist, Bonesetter, Acupuncturist and Chiropractor Follow-up Treatment Expenses for the same purpose and diagnosis subject to an aggregate sub-limit stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under the follow-up Medical Expenses incurred in Hong Kong	\$50,000	\$25,000	\$10,000
Sub-limit for Registered/ Listed Chinese Herbalist, Bonesetter, Acupuncturist and Chiropractor Follow-up Treatment Expenses			
- Limit per day per visit	\$150	\$120	\$100
- Aggregate Sub-limit	\$3,000	\$1,500	\$1,000

No follow-up Medical Expenses shall be provided if the Insured Person returns to Hong Kong after twelve (12) calendar months from the first day of the Injury or Sickness sustained.

EXCLUSIONS APPLICABLE TO SECTION 1

This Policy does not cover losses arising out of or caused by:

- The Insured Person travelling against medical advice or for the purpose of seeking or receiving medical treatment.
- Charges and expenses for wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period.
- Nervous or mental disease or disorder, psychiatric or psychological disorder, AIDS, venereal disease, congenital anomalies or deformities.

SECTION 2 - MEDICAL EMERGENCY EVACUATION/SUPERVISED REPATRIATION

In the event of an emergency medical situation as covered hereunder, the Insured Person or his personal representative may call the 24-hour Hotline Centre of Inter Partner Assistance Hong Kong Ltd. (hereinafter called "IPA"), who is not the agent of the Company, at (852) 2862 0193 for the following emergency assistance services:

Service Benefits:

- Medical Emergency Evacuation**
If the Insured Person suffers serious Injury or Sickness during the Journey and the local medical services are unable to provide necessary and emergency medical treatment, the Company will, through and using the services of IPA, organize and bear the costs necessarily and unavoidably incurred for a medical emergency evacuation by utilising the most appropriate and suitable means, based on the Insured Person's medical condition, to the nearest and most appropriate medical facility for medical treatment.
The means of evacuation arranged by the Company through IPA may include the assignment of a medical doctor and/or nurse to accompany the Insured Person, air ambulance, regular air transportation, road ambulance or any other appropriate means. All decisions as to the timing, means of transportation and destination of evacuation shall be made by IPA and the Company and will be based solely upon medical necessity.
- Medically Supervised Repatriation**
If the Insured Person suffers serious Injury or Sickness during the Journey, the Company will, through and using the services of IPA, if medically advisable to repatriate the Insured Person to Hong Kong for continued medical treatment, organize and bear the costs necessarily and unavoidably incurred for a medically supervised repatriation. All decisions as to the repatriation of the Insured Person shall be made by IPA and the Company and will be based solely upon medical necessity.

The maximum aggregate limit payable under Section 2 is stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Aggregate Limit payable under Service Benefits (1) & (2)	\$800,000	\$600,000	\$400,000

EXCLUSIONS APPLICABLE TO SECTION 2

In no event do the services guaranteed by IPA entitle the Insured Person to reimbursement unless such services are provided by and through IPA.

SECTION 3 - ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

The Company will pay a compensation benefit (up to a maximum capital sum insured of HK\$1,000,000, HK\$500,000 and HK\$300,000 for Diamond, Gold and Silver Plan respectively) in the event of Injury being sustained by an Insured Person during the Journey which shall result in Accidental death or Permanent disablement as specified in the following table (i.e. "Insured Event"):

Insured Event	% of Capital Sum Insured
1 Accidental Death	100%
2 Permanent Total Disablement	100%
3 Permanent Loss or Incurable Paralysis of All Limbs	100%
4 Loss of or Permanent Total Loss of Use (i.e. total functional disablement) of One or More Limbs	100%

5	Permanent Total Loss and Irrecoverable Loss of Sight of One or Both Eye(s) rendering the Insured Person absolutely blind beyond remedy by surgical or other treatment	100%
6	Permanent Total Insanity	100%
7	Permanent and Total Loss of Hearing in	
	(a) Both Ears	75%
	(b) One Ear	15%
8	Permanent and Total Loss of Speech	50%

No compensation benefits are payable unless any one of the Insured Events occurs within twelve (12) months from the date of Injury.

If more than one of the Insured Events listed above are applicable as a result of the same Injury, only the Insured Event with the highest compensation will be payable under this Section.

If the Insured Person sustains Injury or Accidental death when participating in any non-professional sports such as scuba diving, water skiing, rafting, sailing, windsurfing, other water sports and underwater activities, bungee jumping, horse riding activities, parachuting, trekking, mountaineering, rock climbing, or winter sports etc., the maximum benefit payable under this Section will be reduced by 50%. If the Insured Person is aged between 71 to 80, the maximum benefit payable under this Section will be reduced by 50%.

Once a claim is paid under Section 4 - Major Burns Benefit, the sum insured for this Section will be reduced by the same paid amount and all other claims payable shall be settled based on this reduced capital sum insured. In no event shall the total amount paid under this Section exceed HK\$1,000,000, HK\$500,000 and HK\$300,000 for Diamond, Gold and Silver Plan respectively.

Extra Death Benefits for Accidental Injury on Public Common Carrier

If the Insured Person is aged between 18 to 70 upon the commencement of the Journey and in the event during the Journey the Insured Person suffers from Injury while riding solely as a passenger (not as operator, pilot or crew member) in or on, boarding or alighting from any Public Common Carrier, the compensation payable under Insured Event 1 - Accidental Death shall be increased by HK\$500,000, HK\$250,000 and HK\$150,000 for Diamond, Gold and Silver Plan respectively.

EXCLUSIONS APPLICABLE TO SECTION 3

This Policy does not cover losses arising out of or caused by:

- The Insured Person taking part or participating in riding or driving in any kind of professional race.
- The Insured Person engaging in any form of manual employment.

SECTION 4 - MAJOR BURNS BENEFIT

In the event that the Insured Person suffers from Second Degree Burns or Third Degree Burns resulting from an Accident other than the Accident referred to in Section 3 - "Extra Death Benefit for Accidental Injury on Public Common Carrier" during the Journey directly and independently of all other causes, the Company will pay up to the maximum compensation stated hereunder, but only to the extent and if such Second Degree Burns or Third Degree Burns results in any one of the following events (i.e. "Insured Event") within twelve (12) consecutive months from the date of the Injury, provided that the assessment of the Burns must be certified by a Qualified and Registered Medical Practitioner with supporting medical reports.

Second Degree Burns or Third Degree Burns - Compensation Table:

Insured Event (Damage as a Percentage of Total Body Surface)	Maximum Compensation (All in HK\$)		
	Diamond Plan	Gold Plan	Silver Plan
Equal to or more than 45% damage of total body surface	\$200,000	\$100,000	\$50,000

Equal to or more than 27% but less than 45% damage of total body surface	\$120,000	\$60,000	\$30,000
Equal to or more than 18% but less than 27% damage of total body surface	\$100,000	\$50,000	\$25,000
Equal to or more than 9% but less than 18% damage of total body surface	\$60,000	\$30,000	\$15,000
Equal to or more than 4.5% but less than 9% damage of total body surface	\$40,000	\$20,000	\$10,000

- Compensation shall not be payable for more than one of the above Insured Events in respect of the same Accident. Should more than one of the Insured Events occur from the same Accident, the Company will only pay the highest compensation under this Section.
- Once a claim is paid under this Section - Major Burns Benefit, the capital sum insured for Section 3 - Accidental Death and Permanent Disablement will be reduced by the same paid amount and all other claims payable under Section 3 shall be settled based on this reduced sum insured.

EXCLUSIONS APPLICABLE TO SECTION 4

This Policy does not cover losses arising out of or caused by:

- The Insured Person taking part or participating in riding or driving in any kind of professional race.
- The Insured Person engaging in any form of manual employment.

SECTION 5 - HOSPITAL CASH BENEFIT

The Company will pay the Insured Person a cash benefit amount stated in the following table if the Insured Person is Hospitalized whilst on the Journey as a result of Injury or Sickness.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit per Day (Maximum 20 days)	\$300	\$150	\$100
Maximum Limit under this Section	\$6,000	\$3,000	\$2,000

SECTION 6 - REPATRIATION OF MORTAL REMAINS

The Company will, through and using the services of IPA, in the event of death of the Insured Person, due to Injury or Sickness during the Journey within the Period of Insurance, organize and bear the cost (up to the maximum limit stated in the following table) for:

- post-mortem expenses and transportation of the mortal remains to Hong Kong for burial, or
- the general expenses for burial abroad, not exceeding the costs of transportation of the mortal remains.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$95,000	\$50,000	\$25,000

EXCLUSIONS APPLICABLE TO SECTION 6

In no event do the services guaranteed by IPA entitle the Insured Person to reimbursement unless such services are provided by and through IPA.

SECTION 7 - RETURN OF ACCOMPANIED CHILDREN

The Company will reimburse additional accommodation and travel expenses (up to the maximum limit stated in the following table) necessarily and reasonably incurred for returning the Insured Person's

accompanied dependent child(ren) (aged under 15) to Hong Kong who is/are left unattended overseas due to death, serious Injury or Sickness or hospitalization of the Insured Person during the Journey.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$20,000	\$10,000	\$5,000

SECTION 8 - EMERGENCY CARE VISIT AND COMPASSIONATE DEATH

Cover 1 - Emergency Care Visit

In the event that the Insured Person suffers from serious Injury or Sickness during the Journey and is confined in a Hospital outside Hong Kong for over three (3) consecutive days, the Company will pay the actual reasonable costs incurred for one (1) economic class round trip airfare and hotel accommodation for one (1) Immediate Family Member to travel over to be with and/or take care of the Insured Person. This cover can only be utilized once during any one of the Journey.

Cover 2 - Compassionate Death Benefit

The Company will pay compassionate death cash benefit (in the lump sum amount stated in the following table) to the Insured Person's estate as emergency cash or for funeral expenses if the Insured Person dies due to Injury or Sickness during the Journey.

The maximum limit payable under this Section is stated in the following table:

Benefit Amount/Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Compassionate Death Benefit	\$10,000	\$7,500	\$5,000
Maximum Limit under this Section	\$20,000	\$10,000	\$5,000

EXCLUSIONS APPLICABLE TO SECTION 8

This Policy does not cover losses arising out of or caused by:

- (a) The Insured Person travelling against medical advice or for the purpose of seeking or receiving medical treatment.

SECTION 9 - BAGGAGE AND PERSONAL EFFECTS

The Company will reimburse the Insured Person (up to the maximum limit stated in the following table) for the intrinsic value or cost of repairs, whichever is the lesser, of baggage or personal effects, including purchases made during the Journey, as a result of Accidental physical loss or physical damage occurring during the Journey within the Period of Insurance.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Sub-limit for any one article, pair or set	\$2,000	\$1,250	\$600
Sub-limit for Photographic and transistorized equipment contents	\$5,000	\$3,000	\$1,000
Maximum Limit under this Section	\$20,000	\$10,000	\$5,000

Provided that:

- (a) the Company at its option may reinstate or repair in respect of articles not older than one year.
- (b) the Company at its option may reinstate or repair, subject to due allowance of wear and tear and depreciation, in respect of articles of more than one year.
- (c) for loss which occurs

- (i) while the baggage or personal effects is/are in the possession of hotel staff or a common carrier, proof of such loss must be obtained in writing from the hotel management or the common carrier management and such proof must be provided to the Company, or
- (ii) as a result of forcible taking of the baggage or personal effects from the Insured Person by another person by way of violent means or the threat of violence, such loss must be reported to the police having jurisdiction at the place of the loss no more than 24 hours from the incident. Any claim must be accompanied by written documentation from such police.
- (d) the Insured Person takes every possible step to ensure that his baggage or personal effects are not left unattended.

EXCLUSIONS APPLICABLE TO SECTION 9

This Policy does not cover losses arising out of or caused by:

- (a) Loss of or damage to contact lenses, fragile or brittle articles unless caused by fire or Accident to the conveyance in which they are carried.
- (b) Loss or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, weather or climatic condition.
- (c) Loss of or damage to hired or leased equipment.
- (d) Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation or trade.
- (e) Loss of or damage to baggage whilst in the custody of an airline or other carrier unless reported within 24 hours and a property irregularity report obtained from the airline or a documentary certification or report from the carrier.
- (f) Losses not reported to the police within 24 hours from the occurrence and a police report not obtained.
- (g) Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel.
- (h) Loss of Insured Person's baggage sent in advance or souvenirs and other articles mailed or shipped separately.
- (i) Loss of Insured Person's baggage left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- (j) Loss of business goods or samples.
- (k) Loss of data recorded on tapes, cards discs or otherwise.
- (l) Any unexplained loss or mysterious disappearance.
- (m) Any loss if claim payment has been made for the loss arising from the same cause under Section 14 - Baggage Delay.

The following classes of property are excluded from coverage: animals, consumable products, mobile phones (including accessories), motor vehicles, motorcycles, boats, motors, household effects, antiques, computers and notebooks (including software and peripherals), jewellery, stamps, artificial teeth or limbs, manuscripts, securities, travel tickets or documents, stored value devices such as Octopus Cards and other pre-paid electronic tickets, other instruments of payment or documents of any kind.

In the event that a claim is payable under this Section, the Insured Person shall not be entitled to any claim under any other Section of this Policy in respect of the same loss.

SECTION 10 - PERSONAL MONEY

The Company will pay the irrecoverable loss incurred by the Insured Person due to theft, robbery or accident (up to the maximum limit stated in the following table) for

- (1) loss of cash, bank or currency notes, cheques, traveller's cheques and
- (2) unauthorized use of the Insured Person's credit cards carried by the Insured Person on the Journey.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$3,000	\$1,500	\$1,000

EXCLUSIONS APPLICABLE TO SECTION 10

This Policy does not cover losses arising out of or caused by:

- Losses not reported to the police within 24 hours from the occurrence and a police report not obtained.
- Any unexplained loss or mysterious disappearance.
- Any shortage due to error, omission, exchange or depreciation in value.
- Loss of personal money left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.

In the event that a claim is payable under this Section, the Insured Person shall not be entitled to any claim under any other Section of this Policy in respect of the same loss.

SECTION 11 - PERSONAL IDENTITY AND TRAVEL TICKET OR DOCUMENT

The Company will pay the Insured Person (up to the maximum limit stated in the following table) for the cost of obtaining replacement of Hong Kong Identity Card, credit cards, passport, driving license, air ticket, any travel expenses and accommodation incurred to obtain such replacement arising from theft, robbery, burglary or Accidental loss during the Journey.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$10,000	\$5,000	\$2,500

EXCLUSIONS APPLICABLE TO SECTION 11

This Policy does not cover losses arising out of or caused by:

- Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation or trade.
- Loss or damage whilst in the custody of an airline or other carrier unless reported within 24 hours and a Property Irregularity Report obtained from the airline or a documental certification or report from the carrier.
- Losses not reported to the police within 24 hours from the occurrence and a police report not obtained.
- Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel.
- Loss of Insured Person's property insured sent in advance by mailed or shipped separately.
- Loss of Insured Person's property insured left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- Any unexplained loss or mysterious disappearance.

In the event that a claim is payable under this Section, the Insured Person shall not be entitled to any claim under any other Section of this Policy in respect of the same loss.

SECTION 12 - DEPOSITS AND CANCELLATION OF TRIP

The Company will reimburse the Insured Person for loss of prepaid travel and/or accommodation expenses (including but not limited to pre-booked excursions, attraction tickets and hire-car charges) which are not recoverable from any other source upon any necessary and unavoidable cancellation of the Journey after this Policy has been purchased:

- directly due to the following event(s) occurred within 90 days before the scheduled departure date of the Journey
 - sudden death or Serious Medical Condition of the Insured Person or the Insured Person's Immediate Family Member, intended Travel Companion or Business Partner, or
 - the Insured Person being called up for witness summons or jury service, or
 - unexpected compulsory quarantine on the Insured Person, his/her spouse or dependent child(ren).
- directly due to the following event(s) occurred within 7 days before the scheduled departure date of the Journey
 - unanticipated outbreak of strike or industrial action by employees of a Public Common Carrier, riot or civil commotion (notwithstanding the General Exclusion No. (a)(ii)) at the planned destination comprised in the Journey, or
 - serious damage to the Insured Person's or Insured Person's intended Travel Companion's principal home in Hong Kong arising from fire, flood, typhoon or burglary which required the Insured Person's presence at the premises on the departure date.

The maximum limit payable under this Section is stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$30,000	\$15,000	\$7,500

Once a claim is made under this Section, no other benefits shall be payable and all coverage under this Policy shall cease. The coverage under this Section cannot be utilized once the Insured Person is outside Hong Kong in relation to the Journey.

SECTION 13 - TRIP CURTAILMENT/RE-ROUTING

Cover (I) - Trip Curtailment

The Company will reimburse the Insured Person for (1) loss of prepaid but unutilized portion of the travel and/or accommodation expenses (including but not limited to pre-booked excursions, attraction tickets and hire-car charges) which are not recoverable from any other source, or (2) additional travel and/or accommodation expenses necessarily and reasonably incurred overseas where the Insured Person has to curtail the Journey and return directly to Hong Kong directly due to the following event(s) occurred after the commencement of the Journey:

- Serious Medical Condition of the Insured Person, or
- sudden death or Serious Medical Condition of the Insured Person's Immediate Family Member, Travel Companion or Business Partner, or
- sudden serious damage to the Insured Person's principal home in Hong Kong arising from fire, flood, typhoon or burglary, or
- unanticipated outbreak of strike or industrial action by employees of a Public Common Carrier, riot or civil commotion (notwithstanding the General Exclusion No. (a)(ii)), adverse or severe weather conditions, natural disasters of earthquake, tsunami or volcanic eruption at the planned destination which prevents the Insured Person from continuing with his scheduled itinerary.

The Insured Person can only claim for either (1) the forfeited travel and/or accommodation expenses for the Journey or (2) additional expenses incurred for the curtailment as stated above.

In the event that a claim is payable under this Cover, the Insured Person shall surrender all unutilized travel tickets and accommodation vouchers to the Company.

Cover (II) - Trip Re-routing

The Company will reimburse the Insured Person for additional travel and/or accommodation expenses necessarily and reasonably incurred overseas where the Insured Person has to re-route the Journey for the

purpose of continuing his travel to the original planned destination comprised in the scheduled itinerary directly due to the following event occurred after the commencement of the Journey:

- (a) unanticipated outbreak of strike or industrial action by employees of a Public Common Carrier, riot or civil commotion (notwithstanding the General Exclusion No. (a)(ii)), adverse or severe weather conditions, natural disasters of earthquake, tsunami, volcanic eruption at the planned destination which prevents the Insured Person from continuing with his scheduled itinerary, or
- (b) closure of airport, port or train station due to electrical or structural defects for more than 6 hours from the time specified in the itinerary supplied to the Insured Person.

The maximum limit payable under this Section is stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under Covers (I) & (II) of this Section	\$30,000	\$15,000	\$7,500

The Insured Person shall not be entitled to any claim under both Sections 12 and 13 for the same event.

EXCLUSIONS APPLICABLE TO SECTIONS 12 AND 13

This Policy does not cover losses directly or indirectly arising out of or caused by:

- (a) the Insured Person's business, financial or contractual obligations or those of the Insured Person's travel companion(s) or any financial circumstances whatsoever.
- (b) the Insured Person's disinclination to travel or that of any other person whom the Insured Person has arranged to travel with.
- (c) the Insured Person's failure to take immediate steps to inform the Insured Person's travel agent or tour operator or provider of transport or accommodation when it is found necessary to cancel or curtail the travel arrangements.
- (d) Pregnancy and childbirth.
- (e) Delay by carrier except for strike, industrial action, riot or civil commotion.
- (f) Financial collapse or negligence of or default of the agent or travel agent or tour operator.
- (g) any unlawful act or criminal proceedings of any person on whom the booked journey depends, other than attendance as a witness in a Court of Law under subpoena.
- (h) any government's regulations and control.
- (i) any event or circumstances which occurs prior to purchase of this Policy.

SECTION 14 - BAGGAGE DELAY

The Company will reimburse the Insured Person (up to the maximum amount stated in the following table) for the actual cost of emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage during the Journey for at least 6 consecutive hours from time of arrival at destination abroad due to misdirection in delivery. All claims must be supported by property irregularity report issued by the Public Common Carrier.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$1,500	\$1,000	\$500

EXCLUSION APPLICABLE TO SECTION 14

No benefits will be payable if the baggage is delayed after the Insured Person has returned to Hong Kong or reached his final destination for travel on one way trip.

SECTION 15 - TRAVEL DELAY

The Company will pay compensation to the Insured Person (up to the maximum limit stated in the following table) in the event that the departure or arrival of the power-driven aircraft, sea vessel or train in

which the Insured Person has arranged to travel is delayed for at least 6 consecutive hours from the time specified in the itinerary supplied to the Insured Person due to mechanical breakdown or structural defects, strike or industrial action, bad weather or closure of airport, port or train station due to electrical or structural defects. A further compensation amount will be payable for each subsequent delay of at least 6 consecutive hours thereafter.

The period of delay will be calculated from the original scheduled departure or arrival time specified in the itinerary supplied to the Insured Person until the actual departure or arrival time of

- a) the original carrier or
- b) the first available alternative transportation offered by that carrier.

The Insured Person can only claim for either departure delay or arrival delay of the same carrier.

Provided always that the cause of the delay must be due to the above-mentioned events and reasons.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
For the first 6 consecutive hours delay	\$500	\$250	\$125
For each subsequent delay of at least 6 consecutive hours thereafter	\$500	\$250	\$125
Maximum Limit under this Section	\$2,000	\$1,000	\$500

SECTION 16 - AIRCRAFT HIJACK

The Company will pay compensation to the Insured Person (up to the maximum limit stated in the following table) up to a maximum of 10 days, in excess of a waiting period of 6 consecutive hours for delay or interruption as a result of an act of aircraft Hijack which prevents the Insured Person from reaching the scheduled destination of the power-driven aircraft on which the Insured Person is a passenger.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Limit per day	\$2,000	\$1,000	\$500
Maximum Limit under this Section	\$20,000	\$10,000	\$5,000

SECTION 17 - PERSONAL LIABILITY

The Company will indemnify the Insured Person against legal liability to pay compensation in respect of:

- (a) Accidental bodily injury (including death or illness) to any third party
- (b) Accidental physical loss or physical damage to property belonging to a third party

as a direct result of the Insured Person's negligence towards the third party occurring during the Journey within the Period of Insurance.

The Company will also pay legal costs and expenses incurred by the Insured Person with the written consent of the Company. In no event shall the total amount paid (inclusive of legal costs and expenses) under this Section exceed the maximum limit stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$2,000,000	\$1,000,000	\$500,000

EXCLUSIONS APPLICABLE TO SECTION 17

This Policy does not cover liability directly or indirectly arising in connection with:

- (a) Any motor vehicles, motor cycle, power-driven aircraft or sea vessel.
- (b) The Insured Person's trade, business or profession.
- (c) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement.
- (d) Bodily injury (including death or illness) or loss of or damage to property of any member of the Insured Person's family ordinarily residing with the Insured Person or to any employee of the Insured Person arising out of and in the course of such employment.
- (e) Loss of or damage to property belonging to or in the care, custody or control of the Insured Person.
- (f) Any punitive and exemplary damages.

SECTION 18 - LOSS OF HOME CONTENTS DUE TO BURGLARY

If the Home Contents situated in the Insured Person's principal home in Hong Kong are damaged or lost as a result of burglary accompanied by forcible and violent entry to or exit from the premises whilst it is unoccupied during the Journey, the Company will reimburse the intrinsic value or cost of repairs whichever is the lesser, up to the maximum limit stated in the following table:

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$10,000	\$5,000	\$2,000

EXCLUSIONS APPLICABLE TO SECTION 18

This Policy does not cover losses arising out of or caused by:

- (a) Losses not reported to the police within 24 hours of its discovery and a police report not obtained.
- (b) Loss of or damage to property insured under any other insurance policy covering the same risk.
- (c) Loss or damage as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.

SECTION 19 - RENTAL VEHICLE (EXCEPT MOTOR CYCLE) EXCESS REIMBURSEMENT

The Company will indemnify the Insured Person (up to the maximum limit stated in the following table) for the excess (being the excess imposed on the motor insurance policy arranged by the vehicle rental company) for which the Insured Person is liable under the terms of the Vehicle Rental Agreement in the event of loss or damage to the rental vehicle whilst it is under the custody or control of the Insured Person during the Journey within the Period of Insurance, provided that:

- (1) the Insured Person must purchase a comprehensive motor insurance policy arranged by the vehicle rental company against loss of or damage to the rental vehicle during the rental period, and
- (2) the Insured Person must hold a driving license that is recognized and valid in the country where the rental vehicle is used.

Limit (All in HK\$)	Diamond Plan	Gold Plan	Silver Plan
Maximum Limit under this Section	\$5,000	\$2,500	-

"Vehicle Rental Agreement" means the contract signed by the Insured Person and the vehicle rental company for the hire or rental of the motor vehicle (except motor cycle).

EXCLUSIONS APPLICABLE TO SECTION 19

This Policy does not cover:

- (a) Any motor cycle.
- (b) Any loss of or damage to a third party including bodily injury and property damage.
- (c) Any loss or damage arising from or caused by:
 - (i) the operation of the rental vehicle in violation of the terms of the Vehicle Rental Agreement or applicable

- (ii) comprehensive motor vehicle insurance policy;
- (iii) unlawful use of the rental vehicle or illegal activities; or any accident whilst the rental vehicle is being driven by or under the control of the Insured Person who is convicted of an offence for being under the influence of alcohol or drugs.

4. OUTBOUND TRAVEL ALERT EXTENSION

4.1 Deposits and Cancellation of Trip

The Company shall reimburse the Insured Person up to the maximum limit stated in Section 12 - Deposits and Cancellation of Trip for loss of travel expenses paid in advance by the Insured Person or for which the Insured Person is legally liable and which are not recoverable from any other source in the event of any necessary and unavoidable cancellation of the scheduled Journey consequent upon the issuance of Black Alert for the scheduled destination subject to the following provisions:

- (a) For Single Journey Travel Plan
Provided that this Policy is issued not later than 7 days before the date the Black Alert is issued for a city or country included in the itinerary of the scheduled Journey and the cancellation of Journey shall take place while such alert is still in force.
- (b) For Annual Cover (Multiple Journey) Travel Plan
Provided that the booking of travel ticket and/or hotel accommodation is confirmed not later than 7 days before the date the Black Alert is issued for a city or country included in the itinerary of the scheduled Journey and the cancellation of the Journey shall take place while such alert is still in force.

4.2 Trip Curtailment/Re-routing

The Company shall reimburse the Insured Person up to the Maximum Limit stated in Section 13 - Trip Curtailment/Re-routing for (1) loss of prepaid but unutilized portion of travel and/or accommodation expenses (including but not limited to pre-booked excursions, attraction tickets and hire-car charges) which are not recoverable from any other source, or (2) additional travel and accommodation expenses necessarily and reasonably incurred overseas in the event of any necessary and unavoidable curtailment/re-routing of the scheduled Journey consequent upon the issuance of Black Alert for the scheduled destination after the commencement of the Journey. The Company shall only reimburse the unutilized portion of travel and/or accommodation expenses that were forfeited and the Insured Person shall not be entitled to claim the part of the Journey that has already taken place at the time of curtailment/re-routing.

4.3 Travel Delay

In event of any unavoidable delay of power driven aircraft, sea vessel or train for more than 6 hours from the departure or arrival time specified in the Insured Person's scheduled itinerary consequent upon the issuance of Black Alert for the destination after the commencement of the Journey, the Company will pay to the Insured Person a lump-sum cash allowance of HK\$2,000, HK\$1,000 and HK\$500 for Diamond Plan, Gold Plan and Silver Plan respectively.

The period of delay will be calculated from the original scheduled departure or arrival time specified in the itinerary supplied to the Insured Person until the actual departure or arrival time of

- a) the original carrier or
- b) the first available alternative transportation offered by that carrier.

The Insured Person can only claim for either departure delay or arrival delay of the same carrier.

4.4 Automatic Extension of Period of Insurance

The insurance cover will be automatically extended up to a maximum of 10 days at no additional premium if the Insured Person is unavoidably delayed during the scheduled Journey consequent upon the issuance of Black Alert, Red Alert or Amber Alert for the scheduled destination.

5. GENERAL EXCLUSIONS

Applying to All Sections

- (a) This Policy does not cover loss, damage, claims, liabilities, costs and expenses directly or indirectly arising out of, caused by, occasioned by, happening through or in consequence of:
- (i) Any Pre-existing Condition which existed prior to the Journey and/or associated complications;
 - (ii) Any consequence of declared or undeclared war or any act thereof, invasion or civil war including riot and civil commotion;
 - (iii) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat, whether sane or insane;
 - (iv) Childbirth, pregnancy, miscarriage, abortion and/or associated complications notwithstanding that such event may have been accelerated or induced by an accident;
 - (v) Intoxication by alcohol, narcotics or drugs not prescribed by a Qualified and Registered Medical Practitioner, and treatment in connection with addiction to drugs or alcohol;
 - (vi) Claims in respect of any property more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or Government insurance policy, fund or scheme;
 - (vii) Nuclear fission, nuclear fusion or radioactive contamination;
 - (viii) Any willful, malicious, deliberate, illegal or unlawful act by the Insured Person, his Immediate Family Member or Travel Companion;
 - (ix) Confiscation, detention, destruction by customs or other authorities;
 - (x) Engaging in big game hunting, racing of any kind (other than on foot), motor rallies or competition, professional sporting games, flying and/or other aerial activities other than
 - (1) a fare paying passenger in any fixed-wing airplane or helicopter provided and operated by an airline or an air charter company which is duly licensed for regular transportation;
 - (2) parachuting;
 - (3) a fare paying passenger in hot-air balloon provided by an operator licensed with the relevant government authority;
 - (xi) The Insured Person travelling against medical advice or for the purpose of seeking or receiving medical treatment;
 - (xii) Kidnap or ransom;
 - (xiii) any accidents to the Insured Person whilst engaging in any kind of manual labour work whether for business or leisure purpose.

- (b) **WAR AND CIVIL WAR EXCLUSION CLAUSE**
Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes any liability assumed by the Insured Person on loss, damage, death, injury, illness, cost or expenses of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

- (c) **NUCLEAR CHEMICAL BIOLOGICAL TERRORISM EXCLUSION CLAUSE**
Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from or in connection with any act of nuclear, chemical, biological terrorism (as

defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion clause:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical Agent" shall mean any compound which, when suitable disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological Agent" shall mean any pathogenic (disease producing), micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

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

(d) **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This exclusion clause excludes Nuclear Energy Risks, for all purpose of this exclusion the term "Nuclear Energy Risks" shall mean all first party and/or third party insurances (other than Workers' Compensation or Employers' Liability) in respect of:

- (i) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
 - (a) the generation of nuclear energy or
 - (b) the Production, Use or Storage of Nuclear Material.
- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
 - (a) Nuclear Material,
 - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

- (2) The provision of any insurance for the undernoted perils:
- fire, lightning, explosion,
 - earthquake,
 - aircraft and other aerial devices or articles dropped therefrom,
 - irradiation and contamination,
 - any other perils insured by the relevant local Nuclear Insurance Pool and/or Association,

in respect of any other property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (i) nuclear fuel, other than natural uranium and depleted uranium, capable of production energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) any Nuclear Reactor,
- (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials or whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

(e) CYBER RISKS EXCLUSION CLAUSE

This insurance does not cover:

- loss, corruption or destruction of data, coding programme or software and/or,
 - unavailability of data and malfunction of hardware, software and/or embedded chips and/or,
 - business interruption losses resulting therefrom
- unless they are as a direct consequence of an otherwise insured physical damage.

(f) SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide and benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. CONDITIONS

6.1 DUE OBSERVANCE

The due observance and fulfilment of all the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Person or any person acting on his behalf claiming to be indemnified shall be conditions precedent to any liability of the Company to make any payment under this Policy.

6.2 MISREPRESENTATION/FRAUD

If the Proposal Form and/or Declaration of the proposer or Insured Person are untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Policy or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression then this Policy shall be void and no claim shall be payable by the Company.

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain The Benefits under this Policy, the Company shall have no liability to make any payment in respect of such claim.

6.3 DUTY OF CARE

The Insured Person shall act in a prudent manner and exercise reasonable care to prevent any Accidents, Injury, Sickness, loss or damage.

6.4 MORE THAN ONE TRAVEL POLICY

The Insured Person shall not be insured for the same Journey under more than one travel insurance policy issued by the Company. In the event of the Insured Person being insured under more than one policy issued by the Company, the Company will consider the Insured Person to be insured under the policy which provides the largest amount of benefit.

The Company will refund any duplicate or excess insurance premium payment which may have been made by the Insured Person.

6.5 CANCELLATION

- (a) **Single Journey Travel Plan**
This Policy is non-renewable and non-cancellable. No refund of premium is allowed once this Policy has been issued (except as stated in Condition 6.4 above).
- (b) **Annual Cover (Multiple Journey) Travel Plan**
The Company may cancel this Policy at any time during the Period of Insurance by sending at least thirty (30) days' prior written notice by way of Notice of Termination to the Insured Person's last known address. In such event, the Insured Person shall be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.
The Insured Person may cancel this Policy by sending 30 days' written notice to the Company, the Insured Person shall be entitled to a refund premium computed in accordance with the refund premium table provided that no claim has been made during the covered period.

Covered Period	Refund Premium
Not exceeding 1 month	70% of paid premium
2 months	60% of paid premium
3 months	50% of paid premium
4 months	40% of paid premium
5 months	30% of paid premium
6 months	25% of paid premium
Over 6 months	No refund

6.6 RENEWAL (applicable to Annual Cover (Multiple Journey) Travel Plan only)

This Policy is renewable from year to year by mutual agreement between the Insured Person and the Company but in any case will be subject to review or revision at the end of the Period of Insurance. The Company reserves the right to amend any terms and conditions, including but not limited to the premium rates or compensation benefits or exclusions of this Policy at the time of renewal of any policy year of this Policy. The Company will not be obliged to reveal the reasons for such amendments or non-renewal.

Prior to renewal of this Policy, the Insured Person must give notice to the Company of any sickness or physical defect or infirmity of which the Insured Person has become aware of during the preceding Period of Insurance.

6.7 REINSTATEMENT OF POLICY (applicable to Annual Cover (Multiple Journey) Travel Plan only)

If this Policy lapses due to non-payment of premium, it may be reinstated with the Company's prior approval. The Benefits will not be payable for any event likely to give rise to a claim under this Policy which occurs while this Policy has lapsed and Pre-existing Condition should re-apply as if this Policy commenced on such reinstatement date.

6.8 SINGLE JOURNEY TRAVEL PLAN

The maximum period of the Journey for one-way single journey from Hong Kong to the planned destinations, and not returning to Hong Kong is 5 days.

The Period of Insurance will be automatically extended for a maximum period of 10 days without extra premium charge if the Insured Person is unavoidably delayed in the course of his scheduled Journey as stipulated prior to departure.

6.9 ANNUAL COVER (MULTIPLE JOURNEY) TRAVEL PLAN

No limit on the frequency of travel during any one Policy year under an Annual Cover (Multiple Journey) Travel Plan, subject to the maximum period of each Journey not exceeding 90 days.

6.10 AGE LIMIT

Unless specially agreed to the contrary, the Insured Person must be aged between three (3) months and eighty (80). For Annual Cover (Multiple Journey) Travel Plan, the Insured Person must be at or below seventy (70) years of age on the first commencement date of the Policy and renewal is allowed up to eighty (80) years of age. Coverage of this Policy shall automatically terminate at the date when the Insured Person attains eighty (80) years of age upon policy anniversary or when the Insured Person's accompanied child in the Family policy attains eighteen (18) years of age upon policy anniversary.

6.11 NATURE OF TRAVEL

This Policy is only valid for conventional leisure travel or business travel (limited to administrative work only).

6.12 CLAIMS PROCEDURE

Notice of any claim shall be given to the Company immediately and in any event within 30 days of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to the Company.

For claim under Section 17 – Personal Liability, the Insured Person shall also give immediate notice of any impending prosecution inquest fatal inquiry or civil proceedings in connection with the occurrence to the Company and shall send to the Company immediately every letter, claim, writ or summons when it is received.

No admission of liability or offer or promise or payment shall be made without the Company's written consent.

The Company shall be entitled at its discretion to take over and conduct in the name of the Insured Person the defense or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required.

Unless otherwise requested, The Benefits provided will be payable to the Insured Person, after receipt of proof acceptable to the Company. The Insured Person's receipt of The Benefits shall discharge the Company from its liabilities under these benefits.

6.13 PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company.

Proof of loss must be provided to the Company within 30 days of any occurrence likely to give rise to a claim. Failure to provide such proof within the time frame required shall not invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible, and in no event later than 180 days from the time such proof is otherwise required.

All claims must be submitted with comprehensive supporting information and documentary evidence as the Company may require, including but not limited to:

(a) In the case of Injury, Accidental Death and Permanent Disablement:

Hospital and physician reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and in the event of death a copy of the death certificate and the relevant coroner's report.

The death of the Insured Person shall be established by an official death certificate or in the event of his disappearance following an Accident or the total loss of a vessel or power-driven aircraft, by a court order presuming his death.

The Company shall be allowed at its own expense upon reasonable notice to the Insured Person 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 personal representative to have a post mortem examination of the body.

(b) In the case of Medical Expenses, Hospital Cash Benefit, Deposits and Cancellation of Trip and Trip Curtailment/Re-routing:

All receipts, tickets coupons, contracts or agreement relevant to the claim and if the claim is related to medical treatments, a full physician's report stating (a) the diagnosis of the condition treated, (b) the date the Injury or Sickness sustained or contracted in the physician's opinion and (c) the physician's summary of the course of treatment including medicines prescribed and services rendered.

(c) In the case of Baggage and Personal Effects, Baggage Delay, Personal Money, Personal Identity and Travel Ticket or Document:

All details including receipts as to date of purchase, price, model and type of items lost or damaged, receipts of any emergency purchases of essential items during the Journey, carrier's property irregularity report, a copy of notification to carrier and its acknowledgment when loss or damage has occurred in transit. An original police report is required in the case of theft loss or malicious damage claim. Reports to these authorities must be made within 24 hours of the occurrence.

- (d) In the case of Travel Delay:
Documentation satisfactory to the Company that the cause of delay was officially recognized together with a clear statement of its nature.
- (e) In the case of Personal Liability:
All correspondence, claim, writ or summons must be submitted to the Company immediately upon receipt for further handling.
- (f) In the case of Rental Vehicle (Except Motor Cycle) Excess Reimbursement:
All details including copies of Vehicle Rental Agreement, comprehensive motor vehicle insurance policy, driving license of the Insured Person involved in the accident, accident report and original receipts or other documents confirming the amount of excess that the Insured Person have paid in respect of the loss or damage for which the vehicle rental company holds him liable.

6.14 NOTIFYING AUTHORITIES

If the property insured under Section 9 – Baggage and Personal Effects of this Policy shall be lost or damaged, the Insured Person shall take all reasonable measures to protect, save and recover it, and shall also promptly notify the police, hotel, transportation company or transportation terminal.

6.15 TO WHOM INDEMNITIES PAYABLE

The Benefits payable under this Policy shall be paid to the Insured Person. The Benefits for death of the Insured Person is payable to the administrator of the estate of the Insured Person.

6.16 ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties, or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company.

If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within 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 thereafter be recoverable hereunder.

6.17 DISCLAIMER

The Company makes every effort to see that only efficient services are offered by IPA to the Insured Person. However, the Company is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or any of the consequences arising therefrom.

6.18 JURISDICTION CLAUSE

The Company shall not be liable under this Policy in respect of judgments against the Insured Person which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

6.19 SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Person's rights of recovery against any person or entity and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, the Insured Person shall do nothing after loss to prejudice such rights.

6.20 LANGUAGE

The Chinese version of this Policy is for reference only. Should there be any discrepancies between the Chinese and the English version, the English version shall prevail.

6.21 GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of Hong Kong and any dispute or difference that arise under this Policy shall be settled in accordance with the laws of Hong Kong and in the exclusive jurisdiction of Hong Kong.

7. IPA SPECIAL CONDITION

7.1 IN THE EVENT OF AN EMERGENCY

The Insured Person or his representative must call Inter Partner Assistance Hong Kong Ltd. ("IPA") at (852) 2862 0193 before undertaking any personal action or payment. The Insured Person or his representative is required to state:

- (a) The Insured Person's name,
- (b) The Insured Person's Policy number,
- (c) Nature of injury or sickness,
- (d) Details of attending doctor, if available, and
- (e) Present location and contact particulars.

7.2 MEDICAL AUTHORIZATION

The Company through IPA would evacuate or repatriate the Insured Person only when medical authorization has been obtained from the attending doctor and the IPA medical advisors certify that an evacuation or a repatriation is necessary.

7.3 COOPERATION

The Insured Person and/or his representative must cooperate fully with IPA medical advisors and/or its agents who shall have free and full access to the Insured Person to ascertain his condition. If the Insured Person and/or his representative unreasonably fails to cooperate, the Insured Person shall not be entitled to the above assistance and services.

7.4 IN GOOD FAITH

IPA shall undertake to provide all necessary assistance and services in good faith and shall make every possible attempt to perform as efficiently as possible but shall not be held liable for circumstances and conditions beyond its control.

7.5 RIGHT OF RECOVERY

In the event that authorization of payment and/or payment is made by the Company or through IPA for a claim whereby is not covered under this Policy or when the limit of liability of this Policy is exhausted, the Company reserves the right to recover against the Insured Person for the full sum or excess.

7.6 SUBROGATION

IPA shall be subrogated up to the amount of services it has provided to the rights and causes of action of the Insured Person against any party responsible for acts giving rise to injury or illness for which IPA renders assistance. When the services provided by IPA are covered in whole or part by any insurance policy or other health insurance plans, IPA shall be subrogated to the rights and causes of action of the Insured Person against the said insurance policy or other insurance plans.

招商永隆保險有限公司
CMB Wing Lung Insurance Company Limited

招商永隆銀行有限公司全資附屬公司
A Wholly Owned Subsidiary of CMB Wing Lung Bank Limited

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