



TRAVELSURE POLICY

This Policy Terms & Conditions, the Schedule/Certificate of Insurance and any endorsement attached thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule/Certificate of Insurance shall bear such specific meaning wherever it may appear.

The Proposal Form and Declaration made by the Proposer / Insured Person(s) shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the Insured Person(s) has/have applied to Dah Sing Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter contained and on the condition that the Insured Person(s) has/have paid the Premium as specified for such insurance, and at the time of effecting this Policy the Insured Person(s) is/are fit to travel and the information provided in the Proposal Form and Declaration / Certificate of Insurance is true and correct, the Company will pay the benefits subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto.

Where the Proposal Form and Declaration is in respect of more than one Insured Person, the Company further 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 of such Insured Person covered.

DEFINITIONS

"Accident"/"Accidental" means:-
an unforeseen and involuntary event which causes an Injury or a loss during an Insured Journey.

"Accommodation" means:-
hotel room charge only.

"Bodily Injury"/"Injury" means:-
bodily injury to the Insured Person caused solely by violent Accidental external means and which is independent of any other causes.

"Chinese Medicine Bone-Setting Practitioner" means:-
Chinese bonesetter, acupuncturist, or Chinese medicine practitioner who is legally registered as Chinese medicine practitioner under the Chinese Medicine Ordinance, but excluding a Chinese Medical Practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

"Close Business Partner" means:-
a business associate who has a share in the Insured Person's business and is proved by the Insured Person to the satisfaction of the Company on the basis of business registration or corporate registration documentation, which is acceptable to the Company.

"Compulsory Quarantine"/"Quarantine" means:-
detention of the Insured Person in an isolated ward of a Hospital or an isolation site, other than the dwelling, appointed by the local government for at least 1 full day (24 hours) and continuously stays in there until discharge from the quarantine.

"Confinement"/"Confined" means:-
confinement in a Hospital as an inpatient for medical treatment for a minimum continuous period of 24 hours upon the recommendation of a Medical Practitioner for stay in the Hospital prior to his/her discharge. Hospital Confinement will be evidenced by a daily room and board charge by a Hospital.

"Effective Date" means:-
the date of issue of this Policy for single trip travel plan. For the application of Annual Travel Plan, it means either (1) the date of issue of this Policy or (2) the date stated on the receipt issued by the Travel Agent or the operator of the Public Common Carrier for the confirmation of payment of Transport Ticket or tour, whichever is the later.

"Home Contents" means:-
household goods, personal belongings, furniture, fixtures and fittings (excluding interior decorations) belonging to the Insured Person in the Principal Home..

"Hong Kong" means:-
Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital" means:-
an establishment that:

- is licensed as a hospital; and
- primarily provides services of admission, care and inpatient treatment; and
- has 24-hour nursing service by registered nurses; and
- has licensed physicians available at all times; and
- provides organised facilities for diagnosis and major surgical facilities; and
- is not a clinic, nursing, rest or convalescent home or similar facility or a place for alcoholics or drug addicts.

"Immediate Family Member" means:-
the legal spouse, parent and parent-in-law, child, legally adopted child, grandparent and grandchild, or brother or sister.

"Infectious Disease" means:-
any kind of infectious disease which is publicly announced and requires Quarantine by the government.

"Insured Journey" means:-
for the application of single trip travel plan, it means the period of travel commences from the time when the Insured Person departs from Hong Kong Immigration Department office/counter and until the time when the Insured Person either

- (1) returns to Hong Kong on the date specified in the Schedule or
- (2) arrives at Hong Kong Immigration Department office/counter upon returning to Hong Kong, whichever first occurs.

Any period of insurance should not exceed 182 days for single trip travel plan. In the case of one-way trip, it shall mean the time when the Insured Person departs from Hong Kong Immigration Department office/counter to 7 calendars days after the scheduled time of arrival at the final destination or until the expiration of the Policy, whichever first occurs.

For the application of Annual Travel Plan, it means the period of travel commences from the time when the Insured Person departs from Hong Kong Immigration Department office/counter and until the time when the Insured Person either

- (1) arrives at Hong Kong Immigration Department office/counter upon returning to Hong Kong or
- (2) the expiration of 90 days period from the commencement date of each journey, whichever first occurs.

"Insured Person" means:-
the person(s) named in the Schedule/Certificate of Insurance as the Insured Person, for whom insurance has been arranged.

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.
重要事項 - 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

“Loss of Hearing” means:-
 permanent and irrecoverable loss of hearing where one sixth of (a + 2b + 2c + d) is above 80dB:

- if a dB = Hearing loss at 500 Hertz
- if b dB = Hearing loss at 1,000 Hertz
- if c dB = Hearing loss at 2,000 Hertz
- if d dB = Hearing loss at 4,000 Hertz

“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.

“Loss of Sight” means:-
 complete blindness which is Permanent and incurable.

“Loss of Speech” means:-
 the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage to speech centre in the brain resulting in Aphasia.

“Medically Necessary Expenses” means:-
 medical expenses arising from an Injury or Sickness during the Insured Journey which are paid by the Insured Person to a Medical Practitioner, physiotherapist, nurse, Hospital and/or ambulance service for medical, surgical or nursing treatment including the cost of medical supplies and ambulance hire. All treatments must be prescribed by a Medical Practitioner in order for expenses to be reimbursed under this Policy. In the event an Insured Person becomes entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other sources.

“Maximum Benefit” means:-
 the benefit amount of each of the benefits covered under this Policy stated in the Summary of Benefits.

“Medical Practitioner” means:-
 a person other than the Insured Person or Immediate Family Member, qualified and legally authorised in the geographical area of his/her practice to render medical and surgical services.

“Insured Family” means:-
 the Insured Person, Spouse and their legitimate child(ren) aged below 18 years old enrolled under family plan named in the Schedule/Certificate of Insurance for the same Insured Journey.

“Permanent”/“Permanently” means:-
 lasting 12 consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

“Permanent Total Disablement” means:-
 the state of the Insured Person which is totally and Permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of the Insured Person’s education, training or experience, or if the Insured Person has no business or occupation, it means the inability of the Insured Person to perform any activities which would normally be carried out by the Insured Person in his/her daily life.

“Personal Money” means:-
 cash, personal cheque or traveler’s cheque.

“Principal Home” means:-
 the house or building located in Hong Kong occupied as a private dwelling by the Insured Person as his/her only permanent residence.

“Public Common Carrier” means:-
 any mechanically propelled conveyance operated by a company or an individual to provide a duly licensed and scheduled service (other than contractor or private carrier) which any member of public can join at a recognized stop and pay a fare.

“Schedule/Certificate of Insurance” means:-
 the Schedule/Certificate of Insurance attached to and incorporated in the Policy of insurance.

“Serious Medical Condition” means:-
 an Injury or Sickness which requires treatment by a Medical Practitioner and which results in the Insured Person or Travel Companion being certified by that Medical Practitioner as being unfit to travel or continue with the Insured Person’s original travel arrangement and having to be Confined in a Hospital. Serious Medical Condition shall also include such Injury or Sickness due to which the Insured Person or Travel Companion is being denied to board the scheduled Public Common Carrier or is being denied to enter into the planned destination by any legal, government or airport authorities. When Serious Medical Condition is applied to the Immediate Family Member or Close Business Partner, it shall mean Injury or Sickness for which the Immediate Family Member or Close Business Partner requires treatment, certified by Medical Practitioner as being dangerous to life and having to be Confined in a Hospital, and which results in the Insured Person’s discontinuation or cancellation of his/her original Insured Journey.

“Sickness” means:-
 sickness or disease commencing during the Insured Journey which is the direct and independent cause of loss.

“Third Degree Burns” means:-
 full thickness skin destruction due to burns.

“Spouse” means:-
 the husband or wife of the Insured Person by a valid and legal marriage.

“Travel Companion” means:-
 the person who is accompanying the Insured Person, other than the tour guide or the tour staff member, during the whole Insured Journey and is also insured with the Company under the same Insured Journey.

“Travel Agent” means:-
 the travel agent who is legally licensed in the Registrar of Travel Agents under the Travel Agents Ordinance of Hong Kong, but excluding a Travel Agent who is the Insured Person or an Immediate Family Member of the Insured Person.

“Travel Document” means:-
 passport, Hong Kong Identity Card, and travel visa of the Insured Person which is used during the Insured Journey.

“Transport Ticket” means:-
 a Transport Ticket of the Insured Person purchased for travelling on any Public Common Carrier for the Insured Journey.

“The Company” means:-
 Dah Sing Insurance Company Limited.

SUMMARY OF BENEFITS (subject to terms and conditions of this Policy)			
Coverage		Maximum Benefit Per Insured Person (HK\$)	
		Gold	Diamond
1) Personal Accident Cover		500,000	1,000,000
	1.1 Extra Personal Accident Cover	250,000	500,000
	1.2 Burns Cover	100,000	200,000
	1.3 Loss of Income	12,000	12,000
		(1,000/week)	(1,000/week)
2) Medical Expenses Cover		500,000	1,000,000
	2.1 Overseas Transportation for Medical Treatment	250	500
	2.2 Overseas Hospitalisation / Quarantine Cash Benefit	3,000	5,000
	2.3 Medical Treatment in Hong Kong	(300/day)	(500/day)

In-patient due to Accident	500,000	1,000,000
In-patient due to Sickness	25,000	50,000
Out-patient (including Bone-setting)	1,500 (150/visit/day)	3,000 (150/visit/day)
3) Compassionate Death Cash Benefit	10,000	20,000
4) Worldwide Emergency Assistance Services	2,000,000	
4.1 Hospital Admission Guarantee	40,000	
4.2 Emergency Medical Evacuation	Actual Cost	
4.3 Repatriation of Mortal Remains	Actual Cost	
4.4 Compassionate Visit	10,500 (1,500/day)	
4.5 Accommodation for Convalescence	10,500 (1,500/day)	
4.6 Return of Unattended Children	20,000	
4.7 Travel Information Service	Covered	
5) Baggage and Personal Belongings Cover	10,000	20,000
- Portable Computer	5,000/item or set	7,500/item or set
- Other items	2,000/item or set	3,000/item or set
5.1 Loss of Personal Money	2,000	3,000
5.2 Loss of Travel Document or Transport Ticket	2,500 (500/day)	5,000 (1,000/day)
6) Baggage Delay Cover	500	1,000
7) Travel Delay Cover	7,200	13,800
7.1 Travel Delay Cash Benefit	1,200 (300/8hours)	1,800 (300/8hours)
7.2 Additional Accommodation	1,000	2,000
7.3 Additional Transportation	5,000	10,000
8) Trip Cancellation Cover	15,000	30,000
9) Trip Curtailment Cover	15,000	30,000
10) Personal Liability Cover	1,000,000	2,000,000
11) Loss of Home Contents Cover	5,000	10,000
	2,000/item or set	3,000/item or set
12) Rental Vehicle Excess Cover	2,500	5,000

SECTION (1): PERSONAL ACCIDENT COVER

In the event that the Insured Person suffers from Injury resulting from an Accident during the Insured Journey, the Company will pay up to the Maximum Benefits as stated in the Summary of Benefits in accordance with the percentage stated in the Benefits Table hereunder, but only to the extent and if such Injury results in loss within 12 consecutive months after the date of the Accident.

Benefits Table

Event	Percentage of Maximum Benefit
Accidental Death & Disablement	
1) Accidental Death	100%
2) Permanent Total Disablement	100%
3) Loss of two limbs or sight of both eyes	100%
4) Permanent total loss of speech and hearing	100%
5) Loss of one limb or sight of one eye	50%
6) Permanent total loss of speech	50%
7) Permanent total loss of hearing	50%

If more than one of the Events listed above are applicable in respect of the same Accident, only the Event with the highest compensation will be payable under Section (1) and in any Event shall not exceed the Maximum Benefit stated in the Summary of Benefits.

When a limb or organ which has been partially disabled prior to the Accident covered under this Policy, and which become totally disabled as a result of such Injury, the Percentage of Maximum Benefit payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No compensation is payable in respect of loss of a limb or organ which is totally disabled prior to the Accident.

Under Section (1), the Company also covers any Bodily Injury sustained by the Insured Person while:

- the Insured Person is traveling directly from the Principal Home or place of regular employment in Hong Kong to Hong Kong Immigration Department office/counter within 2 hours before the Insured Person's scheduled departure time of the Public Common Carrier in which the Insured Person has arranged to travel for the purpose of commencement of the Insured Journey.
- the Insured Person is traveling directly from Hong Kong Immigration Department office/counter to the Principal Home or place of regular employment within 2 hours after the Insured Person's actual arrival time of the Public Common Carrier in which the Insured Person has arranged to travel for returning to Hong Kong from the Insured Journey.

In the case of disappearance of the Insured Person, if:

the Insured Person cannot be located within one year after the date of disappearance, sinking or wrecking of an aircraft or other Public Common Carrier either on land or at sea in which the Insured Person was traveling at the time of the Accident during the Insured Journey and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person has suffered an Accidental death covered by this Policy at the time of such disappearance, sinking or wrecking.

Extensions applicable to Section (1):

1.1) Extra Personal Accident Cover

The Maximum Benefit payable will increase by 50% of the Maximum Benefit of Section (1) as stated in the Summary of Benefits in the event of the Insured Person's Accidental death or Permanent Disablement within 12 consecutive months after the date of Accident whilst the Insured Person is:

- riding solely as a fare-paying passenger (not as operator, pilot or crew member) in or on, boarding or alighting from a Public Common Carrier during the Insured Journey; or

- being an innocent victim in a robbery or attempted robbery during the Insured Journey.

1.2) Burns Cover

The Company will pay the benefit as stated in the Benefits Table below, subject to the Maximum Benefit stated in the Summary of Benefit, in the event of Accident occurred in the Insured Journey in which the Insured Person sustains Third Degree Burns, provided that assessment of such Third Degree Burns is certified by a Medical Practitioner with written medical reports and full diagnosis.

Benefits Table

Third Degree Burns	Percentage of Maximum Benefit
Head	
a) on 12% or more of total head surface area	100%
b) on 8% or more but less than 12% of total head surface area	75%
c) on 5% or more but less than 8% of total head surface area	50%
Body (Excl. Head)	
a) on 20% or more of total body surface area	100%
b) on 15% or more but less than 20% of total body surface area	75%
c) on 10% or more but less than 15% of total body surface area	50%

1.3) Loss of Income

If the Insured Person suffers from Injury during the Insured Journey and is certified by a Medical Practitioner that he/she is incapacitated by such Injury from performing any duty of his/her pre-Accident occupation after the Insured Person returns to Hong Kong, the Company will indemnify the Insured Person HK\$1,000 per each full consecutive 7 days' period (1 week), up to a maximum of 12 weeks. No indemnity payment shall be made for the first 6 days of incapacity in performing the occupation after the Insured Person has returned to Hong Kong.

Maximum Liability of Section (1):

If the Insured Person is under 18 or over 75 years old upon the commencement of the Insured Journey, the maximum amount payable, subject to the Percentage of Maximum Benefit stated in the above Benefit Tables, shall be limited to 50% of the Benefits. This however does not apply to Section (1.1) for which the Insured Person is not entitled to any Benefit.

The maximum amount payable for all benefits including the extensions under this Section shall in aggregate not exceed 100% of the Maximum Benefit of Section (1) as stated in the Summary of Benefits.

If any individual is insured under multiple policies which contain Accidental Death and Permanent Disablement covers and are issued by the Company, the maximum liability of the Company in respect of any one individual life under all Accidental Death and Permanent Disablement covers shall not exceed HK\$5,000,000 (or HK\$2,500,000 for Insured Person aged over 75, or below 18) in aggregate and each relevant policy shall bear a proportionate share of the total loss.

Exclusion to Section (1):

Section (1) under this Policy does not cover any loss caused by an Injury or otherwise which is a consequence of any kind of disease and/or Sickness.

Section (1.1) is not applicable to any Insured Person aged under 18 or over 75 years old upon the commencement of the Insured Journey.

Section (1.3) is not applicable to any Insured Person who is unemployed, retired or self-employed.

SECTION (2): MEDICAL EXPENSES COVER

The Company will reimburse the actual Medically Necessary Expenses reasonably incurred at the Hospital else where than in Hong Kong up to the Maximum Benefit as stated in the Summary of Benefits to the Insured Person, if the Insured Person suffers from Bodily Injury or Sickness during the Insured Journey.

Extensions applicable to Section (2):

2.1) Overseas Transportation for Medical Treatment

The Company also extends to reimburse the overseas transportation expenses incurred necessarily and unavoidably for medical treatment if the Insured Person suffers from Bodily Injury or Sickness during the Insured Journey up to the Maximum Benefit stated in the Summary of Benefit.

2.2) Overseas Hospitalisation / Quarantine Cash Benefit

In the event that the Insured Person is Confined in a Hospital else where than in Hong Kong due to Bodily Injury or Sickness sustained during the Insured Journey, or is Compulsorily Quarantined by local government overseas due to suspected or confirmed contraction of Infectious Disease during the Insured Journey, the Company will pay the Insured Person a cash allowance per the daily limit stated in the Summary of Benefit of each complete day (24 hours) of such Hospital Confinement or Quarantine and up to a maximum of 10 days up to the Maximum Benefit stated in the Summary of Benefit.

In the event that more than one Compulsory Quarantine has been arisen as a result of the same Insured Journey, the maximum amount payable under Section (2.2) shall not exceed the Maximum Benefit stated in the Summary of Benefit in aggregate.

In the event of Compulsory Quarantine due to Infectious Disease, the benefit of Section (2.2) is only payable when such Infectious Disease has been rated at phase 6 under the Epidemic and Pandemic Alert and Response by the World Health Organization.

2.3) Medical Treatment in Hong Kong

The Company extends to reimburse the actual Medically Necessary Expenses charged by Medical Practitioner in Hong Kong for the medical

treatment sought by the Insured Person for such Bodily Injury up to 100% of the Maximum Benefit of Section (2) or Sickness up to 5% of the Maximum Benefit of Section (2) either:-

within three (3) months after the Insured Person's return to Hong Kong as the follow-up treatment provided that the Medically Necessary Expenses have been incurred overseas for the same Injury or Sickness ; or before the Insured Person's arrival to the planned destination during the Insured Journey.

The Company also extends to cover the Medically Necessary Expenses incurred for the same purpose paid to Chinese Medicine Bone-Setting Practitioner, subject to an aggregate limit as stated in the Summary of Benefit and a per visit and per day limit of HK\$150.

Maximum Liability of Section (2):

If the Insured Person aged under 18 or over 75 years old upon the commencement of the Insured Journey, the maximum amount the Company will pay is 50% of the Maximum Benefit as stated in the Summary of Benefits.

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section (2) as stated in the Summary of Benefits.

Exclusion to Section (2):

Section (2) under this Policy does not cover:

- a) any non-essential medical treatment;
- b) any additional cost of single or private room at a Hospital;
- c) any charges in respect of special or private nursing;
- d) non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment;
- e) any claim if the Insured Person is traveling against the advice of a Medical Practitioner or for the purpose of obtaining surgical or medical treatment;
- f) dental care and treatment unless such expense is necessarily incurred due to the necessary dental treatment of the sound and natural teeth of the Insured Person as a direct result of Injury occurred during the Insured Journey;
- g) cosmetic surgery, refractive errors of eyes or hearing-aids, and any relevant prescriptions except necessitated by Injury occurred during the Insured Journey;
- h) any surgery or medical treatment which is not evidenced by a written report from a Medical Practitioner;
- i) any surgery or medical treatment which in the opinion of the Medical Practitioner treating the Insured Person and the Medical Practitioner appointed by the Company can be reasonably delayed until the Insured Person returns to Hong Kong;
- j) any follow-up medical treatment paid to the Chinese Bone-Setting Practitioner who is the Insured Person or Immediate Family Member;
- k) any medical treatment provided by health spa, convalescent or nursing home or any rehabilitation centre.
- l) medical treatment which could have been arranged upon return to Hong Kong but was chosen by the Insured Person, on his/her own wish, to have treatment received overseas;
- m) the Insured Journey with the purpose to obtain medical treatment or the Insured Journey against the Medical Practitioner's recommendation.

SECTION (3): COMPASSIONATE DEATH CASH BENEFIT

If the Insured Person dies during the Insured Journey, the Company will pay the Insured Person's estate an immediate cash benefit up to the Maximum Benefit as stated in the Summary of Benefits.

SECTION (4): WORLDWIDE EMERGENCY ASSISTANCE

In the event that the Insured Person outside Hong Kong suffers Injury or Sickness during the Insured Journey, the Company will pay or provide the following benefits rendered by the service provider nominated by the Company:

4.1) Hospital Admission Guarantee

The guarantee of Hospital admission deposit up to a limit of HK\$40,000, provided that the Confinement is duly approved by both the attending Medical Practitioner and the Company. Such deposit is to be borne by the Insured Person, unless otherwise covered under Section (2) – Medical Expenses Cover.

4.2) Emergency Medical Evacuation

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation of the Insured Person. The timing, means and final destination of evacuation will be decided by the Company and will be based entirely upon medical necessity.

4.3) Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting the Insured Person's mortal remains from the place of death back to Hong Kong, or the cost of local burial at the place of death as approved by the Company upon the death of the Insured Person caused by Injury or Sickness.

4.4) Compassionate Visit

One economy class round-trip airfare for one designated person of the Insured Person to travel over to take care of the Insured Person at the place of Confinement provided the Insured Person is Confined in a Hospital over 7 consecutive days. The Company will also pay the cost of Accommodation reasonably incurred of such visit up to HK\$1,500 per day for a maximum period of 7 consecutive days. This coverage can only be utilised once during any one Insured Journey.

4.5) Accommodation for Convalescence

The additional Accommodation expenses necessarily and unavoidably incurred by the Insured Person up to HK\$1,500 per day for a maximum of 7 consecutive days, for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending Medical Practitioner and the Company.

4.6) Return of Unattended Children

A one-way economy class airfare up to the Maximum Benefits as stated in the Summary of Benefits for returning the Insured Person's dependent child(ren) aged under 18 years who is/are left unattended back to Hong Kong in the event of death or Confinement of the Insured Person in a Hospital outside Hong Kong due to Serious Medical Condition. If necessary, the Company will also arrange a qualified attendant to accompany the unattended child(ren) on the return journey.

4.7) Travel Information Service

1. Update immunization and inoculation requirement and needs
2. Passport and Visa requirements
3. Consulate and embassies' addresses and contact numbers
4. Legal referral
5. Arrangement of interpreter services
6. Worldwide Weather information
7. Lost luggage retrieval
8. Lost passport assistance
9. Emergency rerouting arrangements
10. Transmission of urgent messages for medical reasons
11. Children escort assistance

Maximum Liability of Section (4):

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section (4) as stated in the Summary of Benefits.

Exclusion to Section (4):

Section (4) under this Policy does not cover:

- a) any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the planned journey.
- b) any expenses for a service not approved and arranged by the service provider and the Company.

SECTION (5): BAGGAGE AND PERSONAL BELONGINGS COVER

In the event of Accidental loss of or damage to the Insured Person's baggage and personal belongings which are normally worn or carried by and owned by the Insured Person during the Insured Journey, the Company will pay up to the Maximum Benefits subject to the sub-limit per item or set as stated in the Summary of Benefit. The Company may make payment or at the Company's options reinstate or repair the damaged article, subject to due allowance for wear and tear, and depreciation. If any damaged article is proven to be beyond economic repair, a claim will be dealt as if the article had been lost.

Extensions applicable to Section (5):

5.1) Loss of Personal Money

In the event the Insured Person suffers from loss of Personal Money belonging to and being carried by the Insured Person or in a locked hotel room due to robbery, burglary or theft occurring during the Insured Journey, the Company will reimburse the Insured Person up to the Maximum Benefit as stated in the Summary of Benefit.

5.2) Loss of Travel Document or Transport Ticket

In the event the Insured Person suffers from Accidental loss of Travel Document or Transport Ticket during the Insured Journey, the Company will pay the relevant replacement cost up to the Maximum Benefit as stated in the Summary of Benefits.

Under Section (5.2), the Company extends to cover additional traveling expenses and/or Accommodation expenses incurred reasonably to the Insured Person for the sole purpose of continuation of the Insured Journey, up to the sub-limit per day and in aggregate as stated in the Summary of Benefits, provided that the traveling class and/or the room type for the Accommodation shall not be better than the traveling class and/or the room type for the Accommodation originally arranged.

Exclusion to Section (5.2)

Section (5.2) under this Policy does not cover:

1. loss of any Travel Document and/or Transport Ticket which is not necessary to complete the Insured Journey;
2. any fine or penalties incurred due to non-replacement or late replacement of the Travel Documents by the Insured Person;
3. for the claim of both temporary and Permanent version of the same Travel Document. In the event of such loss, the Insured Person may claim only one version.

Maximum Liability of Section (5):

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section (5) as stated in the Summary of Benefits.

Exclusion to Section (5):

Section (5) under this Policy does not cover:

- a) loss not reported to the local police, or hotel management, or the operator of the Public Common Carrier, or public authority within 24 hours from the occurrence of the incident and for which a relevant written report is not obtained at the place of loss;
- b) the following classes of property: business goods or sample, foodstuffs and/or medicine, contact lenses, dentures and/or its appliances, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, jewellery or accessories, mobile phone and any device with telephoning function (including PDA phone and other accessories), plastic money (including the credit value of credit card, Octopus cards, etc), coupons or securities, bonds, negotiable instruments, tickets or documents;
- c) portable computer with any problems or defects triggered from software and malicious code (including but not limited to software downloading);
- d) where receipts of the items being claimed are not in the Insured Person's name;
- e) any loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, or any of its resulting loss or damage;
- f) any loss of property not being on the same Public Common Carrier of the Insured Person, or souvenirs and articles mailed or shipped separately;

- g) any loss of or damage to property which resumes to function normally after it has been fixed or repaired by a third party without additional costs incurred to the Insured Person;
- h) any loss of data recorded on tapes, cards, diskettes;
- i) damage to any brittle or fragile items like glass or crystal;
- j) any loss of or damage to property while in the custody of a hotel or Public Common Carrier, unless reported immediately on discovery in writing to such hotel or Public Common Carrier within 3 days and a property irregularity report is obtained in the case of the event occurred in a hotel or Public Common Carrier;
- k) any loss claimed under Section (6) - Baggage Delay Cover arising from the same cause;
- l) any loss of or damage to property insured under any other insurance, or otherwise reimbursed by Public Common Carrier or a hotel;
- m) loss of golf balls unless contained in the golf bag which is lost at the same time;
- n) any unexplained loss or mysterious disappearance, or shortage due to error, omission, exchange or depreciation in value;
- o) damage to any sports equipment while in use;
- p) any loss of property when it is left unattended in an unlocked vehicle, in transit or in 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;

SECTION (6): BAGGAGE DELAY COVER

In the event the Insured Person's checked-in baggage being delayed by a Public Common Carrier for over 8 hours after the Insured Person arrives at the planned destination overseas, the Company will pay the actual cost of emergency purchase of essential clothing or toiletries by the Insured Person up to the Maximum Benefit as stated in the Summary of Benefits, provided that a written confirmation from the Public Common Carrier on the number of hours and the reason of such delay must be obtained.

Maximum Liability of Section (6):

The maximum amount payable under Section (6) shall not exceed the Maximum Benefit as stated in the Summary of Benefits.

The Company will pay under Section (6) once only for the Insured Journey.

Exclusion to Section (6):

Section (6) under this Policy does not cover:

- a) any baggage of the Insured Person not being on the same Public Common Carrier of the Insured Person, or souvenirs and articles mailed or shipped separately;
- b) any claim(s) under Section (5) – Baggage and Personal Belongings Cover arising from the same cause;
- c) any loss for which the Insured Person fails to submit the receipt(s) for the relevant purchase;

SECTION (7): TRAVEL DELAY COVER

7.1) Travel Delay Cash Benefit

In the event that the Public Common Carrier in which the Insured Person has arranged to travel is delayed for at least 8 hours from the departure or arrival time specified in the Insured Person's original itinerary as a result of unexpected outbreak of industrial action, riot, civil commotion, hijack, adverse weather conditions, natural disaster, mechanical or electrical breakdown of the Public Common Carrier, or closure of airport, the Company will pay HK\$300 for each and every full 8 hours of delay up to Maximum Benefit as stated in the Summary of Benefits.

Departure or arrival delay will be calculated from the original scheduled departure or arrival time specified in the itinerary provided by the Public Common Carrier to the Insured Person until the actual departure or arrival time of either a) the original transportation of that Public Common Carrier or b) the first available alternative transportation offered by that Public Common Carrier.

The Insured Person can only claim either departure delay or arrival delay of the same Public Common Carrier. If the Insured Person has consecutive flights following, each period of delayed hours cannot be accumulated and

the proximate cause of the delay must be due to the same reason mentioned above.

7.2) Additional Accommodation

In the event that the outward or transit journey of the Public Common Carrier in which the Insured Person has arranged to travel overseas is delayed for more than 8 hours from the time specified in the Insured Person's original itinerary as a result of unexpected outbreak of industrial action, riot, civil commotion, hijack, adverse weather conditions, natural disaster, mechanical or electrical breakdown of the Public Common Carrier, or closure of airport, the Company will pay the additional, reasonable and irrecoverable Accommodation expenses incurred outside Hong Kong, up to the Maximum Benefit as stated in the Summary of Benefits.

7.3) Additional Transportation

In the event that the Public Common Carrier in which the Insured Person has scheduled to travel is cancelled as a consequence of the Public Common Carrier being delayed for more than 8 hours after the Insured Person's check-in due to unexpected outbreak of industrial action, riot, civil commotion, hijack, adverse weather conditions, natural disaster, mechanical or electrical breakdown of the Public Common Carrier, or closure of airport, and that the operator of Public Common Carrier fails to arrange an alternative transportation, the Company will pay up to the Maximum Benefits as stated in Summary of Benefits for the additional costs of Transport Ticket (economy class only) incurred by the Insured Person to reach the planned destination as specified in his/her original itinerary by an alternative means of Public Common Carrier. This benefit can only be utilized once during the Insured Journey.

Maximum Liability of Section (7):

The maximum amount payable for all benefits including the extensions under this Section shall not in aggregate exceed 100% of the Maximum Benefit of Section (7) as stated in the Summary of Benefits.

Exclusion to Section (7):

Section (7) under this Policy does not cover:

- a) any circumstances leading to the relevant delay of the Insured Journey which is existing or announced before the Effective Date;
- b) any loss in relation to alternations to schedules that is not verified by the operator of the Public Common Carrier, Travel Agent or other relevant parties;
- c) any loss covered by any other insurance scheme, government program or which has been/will be paid or refunded by Travel Agent, tour operator, the operator of the Public Common Carrier or other services providers forming part of the scheduled and booked itinerary except Section (7.1) – Travel Delay Cash Benefit;
- d) in respect of any loss claimed under Section (8) – Trip Cancellation Cover and/or Section (9) – Trip Curtailment Cover arising from the same cause.

SECTION (8): TRIP CANCELLATION COVER

The Company will pay up to the Maximum Benefits as stated in the Summary of Benefits for the loss of unused Transport Ticket, Accommodation, group tour fees, admission fees of overseas sports, musical or other performance events which have been paid in advance and for which the Insured Person is legally liable and not otherwise covered from any other sources, in the event that the Insured Person has to cancel the Insured Journey necessitated by the occurrence of any of the followings:-

After the Effective Date (for Single Trip Plan) or the date stated on the receipt regarding the planned journey (for Annual Travel Plan):

- Travel Agent or the operator of the Public Common Carrier, in which the Insured Person has arranged to travel between Hong Kong and the planned destination, is publicly announced bankrupt or winding up.

Within 30 days before the scheduled departure date of Insured Journey:

- Death, Serious Medical Condition of the Insured Person, his/her Immediate Family Members or Close Business Partner or Travel Companion;
- Jury service or witness summons of the Insured Person;

Within 7 days before the scheduled departure date of the Insured Journey:

- Compulsory Quarantine of the Insured Person;
- serious damage to the Insured Person's Principal Home in Hong Kong arising from fire, flood or burglary which requires the Insured Person's continued presence in Hong Kong on the departure date of the Insured Journey;
- cancellation by Public Common Carrier due to unexpected outbreak of industrial action, riot, civil commotion, adverse weather conditions, natural disasters, or closure of airport;
- issuance of the Black Outbound Travel Alert towards the planned destination by the Hong Kong Government.

Section (8) extends to cover the irrecoverable admission fees of overseas sport, musical or other art performance paid by the Insured Person's or Travel Companion's credit card prior to the commencement of the Insured Journey or the occurrence of any of the conditions mentioned-above, whichever is the earliest.

Maximum Liability of Section (8):

The maximum amount payable under Section (8) shall not exceed the Maximum Benefits as stated in the Summary of Benefits.

SECTION (9): TRIP CURTAILMENT COVER

The Company will pay up to the Maximum Benefits as stated in the Summary of Benefits for the loss of unused Transport Ticket, Accommodation expenses, group tour fees, admission fees of overseas sports, musical or other performance events which have been paid in advance and for which the Insured Person is legally liable and not otherwise covered from any other sources, in the event that the Insured Person has to abandon the Insured Journey and return to Hong Kong from overseas, or any additional actual cost of Transport Ticket and Accommodation reasonably and necessarily incurred consequent upon the curtailment of the Insured Journey, due to the occurrence of any of the followings:

- i. Travel Agent or the operator of the Public Common Carrier, in which the Insured Person has arranged to travel between Hong Kong and the planned destination, is publicly announced bankrupt or winding up;
- ii. death, Serious Medical Condition of the Insured Person, his/her Immediate Family Members or Close Business Partner or Travel Companion;
- iii. serious damage to the Insured Person's Principal Home in Hong Kong arising from fire, flood or burglary;
- iv. curtailment by Public Common Carrier due to unexpected outbreak of industrial action, riot, civil commotion, adverse weather conditions, natural disasters, or closure of airport at the planned destination which prohibits the Insured Person from continuing with his/her scheduled Insured Journey;
- v. issuance of the Black Outbound Travel Alert towards the planned destination by the Hong Kong Government.

Curtailment expenses payable in relation to the amount of Transport Ticket, Accommodation, group tour fees forfeited will be calculated in proportion to the number of days remaining after the relevant interruption of the Insured Journey. The Insured Person can only claim for either the forfeited expenses for the Insured Journey or additional Transport Ticket and/or Accommodation expenses incurred for the curtailment.

Maximum Liability of Section (9):

The maximum amount payable under Section (9) shall not exceed the Maximum Benefits as stated in the Summary of Benefits.

Exclusions to Section (8) and Section (9):

Section (8) and Section (9) under this Policy do not cover:

- a) any medical condition or other circumstances known to have existed before the Effective Date;
- b) any loss directly or indirectly arising from any government's regulations control or act, error, omission or default of any Travel

- c) Agent, tour operator, Public Common Carrier and/or other provider of any service forming part of the booked itinerary;
- d) any loss directly or indirectly arising from failure to notify the Travel Agent, tour operator, Public Common Carrier and/or other provider of any service forming part of the booked itinerary of the need to cancel or curtail the travel arrangement immediately when it is found necessary to do so;
- e) any loss in relation to cancellations or curtailments to schedules that is not verified by the operator of the Public Common Carrier, Travel Agent or other relevant organizations;
- f) any loss which will be paid or refunded by any existing insurance scheme, government programme, Public Common Carrier, Travel Agent or any other provider of transportation and/or Accommodation;
- g) where there is failure to obtain a written medical report from the Medical Practitioner;
- h) any expenses incurred for services provided by another party for which the Insured Person is not liable to pay and/or any expenses already included in the cost of a scheduled Insured Journey;
- i) any loss if the Insured Person refuses to follow the recommendation of a Medical Practitioner to return to Hong Kong, or refuses to continue the Insured Journey whilst the Insured Person's physical condition at the time of recommendation is fit for travel (applicable to Section (9) - Trip Curtailment Cover only);
- j) any loss directly or indirectly arising from disinclination to travel or financial circumstances of the Insured Person or Travel Companion;
- k) any training or studying courses fee and/or deposits paid;
- l) where Travel Agent, or tour operator, or Public Common Carrier is owned or jointly owned by the Insured Person, his/her Immediate Family Member or Travel Companion;
- m) any loss claimed under Section (7) – Travel Delay Cover arising from the same cause.

SECTION (10): PERSONAL LIABILITY COVER

The Company will indemnify the amount which the Insured Person becomes legally liable to pay as compensation for an Accident occurring during the Insured Journey which causes death, injury to a third party or damage to property of a third party. However, the Insured Person must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without the Company's prior written approval.

Maximum Liability of Section (10):

The maximum amount payable under Section (10) in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in aggregate during the Insured Journey shall not exceed the Maximum Benefit as stated in the Summary of Benefits inclusive of any legal costs and expenses awarded against or incurred by the Insured Person with the Company's written approval.

Exclusion to Section (10):

Section (10) under this Policy does not cover:

- a) any liability incurred if the Insured Person make any offer or promise of payment or admit his/her fault to any other party or become involved in any litigation without the Company's written approval;
- b) liability related to any business, profession or trade;
- c) any willful, malicious or unlawful act of the Insured Person or any criminal acts;
- d) liability to any person who is the Immediate Family Member, relatives, Travel Companion, employer or employee of the Insured Person;
- e) contractual liability;
- f) liability to ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
- g) damage to property owned by or held in trust or in the custody of the Insured Person or his/her Immediate Family Member, Travel Companion, relatives, employee or employer of the Insured Person;
- h) any cumulative, punitive or vigilant payment sentenced by the court.

SECTION (11): LOSS OF HOME CONTENTS COVER

In the event the Insured Person suffers from loss of or damage to the Home Contents within the Insured Person's Principal Home which is uninhabited during the Insured Journey as a direct result of burglary involving the use of

forcible and violent entry to or exit from the premises, the Company will reimburse such loss or damage up to the Maximum Benefit as stated in the Summary of Benefits provided that such loss must be reported to the police and the relevant written documentation and report from the police must be obtained. The Company may make payment or at its options to reinstate or repair the article, pair or set of articles subject to due allowance for wear and tear, and depreciation.

Maximum Liability of Section (11):

The maximum amount payable under Section (11) shall not exceed the Maximum Benefits and subject to the sub-limit stated in the Summary of Benefits.

Exclusion to Section (11):

Section (11) under this Policy does not cover:

- a) the Insured Person's Principal Home in Hong Kong which is unoccupied for more than 30 days from or prior to commencement of the Insured Journey;
- b) any loss of or damage to bonds, bills of exchange, cash, coins, cheques, jewellery or accessories, promissory notes, postal or money orders, record or book or similar tokens, luncheon vouchers or other coupons, stored value cards, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates, contact or corneal lenses, mobile telephones, Transport Tickets, foodstuffs, animals and motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, loss of data recorded on tapes, cards, diskettes or otherwise;
- c) any loss not reported to the police within 24 hours after the Insured Person returns to Hong Kong from the Insured Journey and a police report for such loss not having been obtained;
- d) shortage due to error, omission, exchange or depreciation in value;
- e) any equipment or apparatus used in connection with any profession, business or employment.

SECTION (12): RENTAL VEHICLE EXCESS COVER

Provided that the Insured Person rent or hire a private car, or campervan overseas 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 or campervan imposed under the motor insurance as attached to the rental agreement involved, the Company will pay the such excess or deductible up to the Maximum Benefit as stated in the Summary of Benefits.

Maximum Liability of Section (12):

The maximum amount payable under Section (12) shall not exceed the Maximum Benefits as stated in the Summary of Benefits.

The Company will pay under Section (12) once only for the Insured Journey.

Exclusion to Section (12):

Section (12) under this Policy does not cover:

- a) HK\$500 or the first 20% of the insured loss, whichever is higher, in each and every claim of loss;
- b) cycle and motor cycle;
- c) any loss if the Insured Person do not comply with all requirements of the rental agreement;
- d) any loss if the Insured Person is not the named driver on the rental agreement;
- e) any loss if the loss is the direct result of the Insured Person's act which against any of the traffic regulations in the local area;
- f) 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.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS):

This Policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. any pre-existing condition, congenital and hereditary condition;
2. any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
3. failure of the Insured Person to take all reasonable efforts to safeguard his/her property/money, or to avoid Injury to minimize any claim under this insurance;
4. riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
5. rock climbing or mountaineering normally involving the use of ropes or guides at altitude limit greater than 5,000 meters, or scuba diving to a depth greater than 30 metres below sea level;
6. suicide or intentional self-inflicted Injury;
7. insanity, mental or nervous disorders, any condition under the influence of alcohol or drugs (other than those prescribed by a Medical Practitioner), alcoholism, drug addiction or solvent abuse;
8. any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
9. any home leave while the Insured Person is Confined to a Hospital as an in-patient;
10. air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft;
11. engagement in any kind of labour work; engagement in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or air force service or operations or armed force services;
12. any Injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related Sickness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
13. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup;
14. any act in relation to Terrorism directly and/or indirectly;
15. any medical treatment received during an Insured Journey which was made for the purpose of receiving medical treatment or if the Insured Journey was undertaken while the Insured Person was unfit to travel; or the Insured Person is travelling against the advice of a Medical Practitioner;
16. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
 - chemical or biological substances which are not used for peaceful means.
17. any expenses that can be compensated from any other sources;
18. any consequential loss not specified in the Policy;
19. any payment the Insured Person would normally have made during the Insured's Person's travel, if nothing had gone wrong;
20. any loss in connection with asbestos.

GENERAL PROVISIONS

FOR BOTH SINGLE TRIP PLAN AND ANNUAL TRAVEL PLAN

1. Entire Contract

The Proposal Form and Declaration, Policy Schedule, Certificate of Insurance, the Policy Term and Conditions, Exclusions, riders, endorsements, attachments and amendments, if any, will constitute the entire contract of insurance (this Policy) between the parties. No agent or other person has the authority to change or waive any provision of this

Policy. No changes in this Policy shall be valid unless approved by the Company and evidenced by endorsement of amendment.

2. Single Trip Plan

An Insured Journey for one round-trip between Hong Kong and planned destinations, and the maximum period of the Insured Journey is 182 day.

3. One-Way Single Trip Plan

An Insured Journey for a one-way trip from Hong Kong to the planned destination, and not returning to Hong Kong. The maximum period of cover after the Insured Person's arrival at the declared final destination shall not exceed 7 days.

4. Annual Travel Plan

No limit on the frequency of travel during any one Policy year of annual travel plan, subject to the maximum period of each Insured Journey shall not exceed 90 days.

5. Age Limit

For Single Trip Plan, the insurance shall apply to any Insured Person who aged from 6 weeks to 85 years old on the commencement of the Insured Journey. For Annual Travel Plan, the insurance shall apply to any Insured Person aged from 6 weeks to 65 years old on the Effective Date. Annual Travel Plan is not applicable to any person aged below 18 years old who enrolls individually.

6. Family Plan

Family plan is only applicable to the Insured Person who travels with Spouse, and/or their legitimate child(ren) aged below 18 years old on the commencement of the Insured Journey for Single Trip plan, or aged below 18 years old on the Effective Date for Annual Travel Plan, for the same Insured Journey.

The number of child(ren) under family plan is not limited provided that all insured child(ren) are declared in the application.

Under family plan, the Company's maximum liability to any one Accident for an Insured Family shall not exceed 300% of the Maximum Benefits as stated in the Summary of Benefits under this Policy. If an Insured Family is covered under more than one travel insurance policy underwritten by the Company, the benefits payable to an Insured Family under the section(s) to claim shall be subject to 300% of the section limit(s) highest amongst all policies.

7. Place of Departure

All journeys must commence in Hong Kong.

8. Nature of Travel

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

9. Misstatement of Age

In the event that the Insured Person's age has been misstated and if, according to the correct age, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then the Company's liability during the period that the Insured Person is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this Policy. No refund shall be provided for any child(ren) cover under Family Plan.

10. Notification of Claim

Written notice of claim must be given to the Company within 30 days of the date of the incident causing such loss. In the event of Accidental death, immediate notice thereof must be given to the Company by the Insured Person's legal personal representative.

11. Proof of Loss

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

12. Medical Examination

The Company shall be entitled in the case of non-fatal Injury to call for examination by a medical referee appointed by the Company whenever required and in the event of death to have a post-mortem examination at the Company's own expense.

13. Payment of Claims

Indemnity for death of the Insured Person is payable to the estate of the Insured Person. All other indemnities are payable to the Insured Person.

14. Fraudulent Claims

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on behalf of the Insured Person to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited.

15. Liability Claim

The Insured Person, or any person acting on his/her behalf, must not negotiate, admit, deny or settle a claim without the Company's written approval.

16. Right of Recovery

In the event that authorisation of payment and/or payment is made by the Company or the service provider of the Worldwide Emergency Assistance Services for a claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, the Company reserves the right to recover the said amount or excess from the Insured Person.

17. Misrepresentation

If the Insured Person or anyone acting for the Insured Person makes a statement in the application form or in connection with any claim under this Policy knowing the statement is false, the Company will not be liable for any claim and this Policy shall cease.

18. Subrogation

The Company has the right to proceed at the Company's own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

19. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Hong Kong's Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairperson of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a provisions 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 Person for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitrator under the conditions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recovered hereunder.

20. Compliance with General Provisions

Failure to comply with any of the provisions stated in this Policy shall invalidate all claims hereunder.

21. Other Insurance

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, the Company will only be liable for the Company's proportionate share except for Section (1) – Personal Accident Cover, Section (2.2) – Overseas Hospitalisation/Quarantine Cash Benefit, Section (3) Compassionate Death Cash Benefit and Section (7.1) – Travel Delay Cash Benefit.

22. Duplicate Insurance

If the Insured Person is covered under more than one travel insurance policy underwritten by the Company, only the travel insurance policy with the greatest compensation of the section(s) to claim will apply in claims and only the benefits thereunder be payable. The other policy/policies is/are deemed to be void from inception and the premium will be refunded accordingly.

23. Legal Action

No legal action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claims has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 2 years from the expiration of the time within which proof of claims is required.

24. Governing Law and Jurisdiction

This Policy shall be governed and interpreted in accordance with the laws of Hong Kong and subject to the jurisdiction of the courts of Hong Kong.

25. Automatic Extension of the Policy

This Policy can be automatically extended only in the circumstances which are outside the Insured Person's control. In such event, the Insured Journey is extended beyond the period stated in the original official itinerary issued by the Travel Agent or Public Common Carrier, the Company will automatically extend the period of insurance up to a maximum of 14 calendar days without charge for such a period as is reasonably necessary for completion of the Insured Person's Insured Journey.

26. Cancellation of Policy

For Single Trip Plan, no refund of premium is allowed once the Policy has been issued.

For Annual Travel Plan, the Policy can be cancelled.

- (a) by the Insured Person on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate as specified below for the time the Policy has been in force and subject to a minimum and non-refundable premium of HK\$500.00.
- (b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured Person's last known address, in which case the Company shall be liable to repay on a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Short Period Premium Rate Table – for Annual Travel Plan Only

Period Covered (No. of Months)	Charge of Premium Paid (%)
1 (customary minimum premium)	10
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	90
> 9	100

27. Termination of Policy

This Policy shall automatically terminate at the earliest date specified below:

- i. the premium due date when any or any part of the premium pertaining to this Policy is not paid.
- ii. the date when the Insured Person attains the age of 66 years upon policy anniversary; or when the Insured Child in the Family Plan attains the age of 18 years upon policy anniversary.
- iii. upon the Insured Person's request, termination of Policy will be effective on the date specified in the written notice received by the Company, provided that 30 days' notice of cancellation before premium due date is given.
- iv. subject to General Provision 17 – Misrepresentation.

28. Grace Period

The Company shall allow the Insured Person 31 days for the payment of each premium after the first premium. During this period the Company will keep this Policy in force. If after this period the premium remains unpaid, this Policy will be deemed to have lapsed from the date that the unpaid premium was due.

29. Reinstatement of Policy

If this Policy lapses due to non-payment of premiums, it may be reinstated with the Company's approval. Benefits will not, however, 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.

30. Renewal of Policy

The Company reserves the right to amend any terms and conditions, including but not limited to the premium rates, or benefits or exclusions of this Policy at the time of renewal of any policy year of this Policy, either before or after the Insured Person's acceptance of such renewal. The Company will not be obligated to reveal the reasons for such amendments.

After all, such renewal will not have to take place eventually if such amendments are not acceptable to the Insured Person before the Effective Date of any policy year.

Appendix : Notice to customers relating to the Personal Data (Privacy) Ordinance (“the Ordinance”)

1. The information which you have provided in this Company in the proposal form and in any other documents in relation to this Policy and in relation to any claims of whatsoever nature made under this Policy and the alternations, the variations or cancellation of any such information (“your personal information”) may be or would be held, used or disclosed in connection with this Policy or any other insurance related product or in connection with any claims of whatsoever nature made under this Policy and legal proceedings arising therefrom by this Company and may be transferred to any related company or to any other company carrying on insurance related business in or from Hong Kong or to any association or federation of insurance companies that exists or is formed from time to time.
2. Your personal information will be kept confidential by Company save and except for the purposes referred to hereinabove.
3. This Company is hereby authorised to obtain access to and/or to verify any of your data with information collected by any federation of insurance companies from the insurance industry.
4. Under the Ordinance, You have the right to obtain access to any records containing your personal information and You also have the right to request the correction of any of your personal information which is inaccurate within such records. Request for access to or correction of your personal information held by this Company can be made in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.
5. This Company intends to use or has used your personal information to provide You with information on other services and products of this Company. If You do not wish to receive any such information, You are required to inform this Company in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.

The Data Protection Officer
Dah Sing Insurance Company Limited.

13/F., Island Place Tower,
510 King's Road, North Point,
Hong Kong.
Tel: 28085000 Fax: 25988008