# Summary of Travel Insurance Basic Plan Principal Cardholders of Citi PremierMiles Card

Period of Insurance: 1 April 2024 – 31 March 2025 (Both dates inclusive)

Master Policy No: TVB0003112ZC



Please see below extract of the policy wording. The terms "we", "us", "our" and "the Insurer" refer to Zurich Insurance Company Limited.

#### **PART 1-TABLE OF BENEFITS**

Section	Coverage	Maximum Benefits per Insured Journey (HKD)	
		Per Insured Person	Per Family
Section 1	- Medical Cover	i ei insurea i erson	rerranny
(a)	Medical Expenses		
(ω)	- Cardholder	500,000	
	- Spouse	500,000	1,500,000
	- Each dependent child	500,000	1,500,000
	Including sub-limits of:	300,000	
	- Follow-up Medical Expenses (10% of maximum benefits)		
	- Overseas travelling expenses for seeking medical treatment	300	900
(b)	Overseas Hospital Daily Cash Benefit (HKD500 per day)	2,000	6,000
(c)	Compulsory quarantine cash allowance due to Infectious Disease	3,000	9,000
(C)	(HKD300 per day)	3,000	3,000
Costion 2	- Zurich Emergency Assistance		
(a)	Deposit Guarantee for <i>Hospital</i> Admission	20.0	00
(a) (b)	Emergency Medical Evacuation	39,000 Actual Cost	
(c)	Repatriation of Mortal Remains		
(d)	Compassionate Visit	Actual Cost One economy class round-trip <i>travel ticket</i>	
(u) (e)	Accommodation Expenses (HKD1,950 per day)	Hotel accommodation expenses up	
(f)	Return of Unattended Children	One economy class one-way ti	
(q)	24-hour Telephone Hotline and Referral Services	Include	
٠,	- Personal Accident	inclu	ded
(a)	Accident on Public Common Carrier or during Robbery		
(a)	- Cardholder	750,000	
	- Spouse	750,000	2,000,000
	- Spouse - Each dependent child		
/l=\	Other Accidents	500,000	
(b)		F00 000	
	- Cardholder	500,000	1,500,000
	- Spouse - Each dependent child	500,000 500,000	
Castian A	- Compassionate Death Cash	10,000	30,000
	- Personal Baggage Cover	10,000	30,000
Jection J	Personal Baggage Cover	10,000	30,000
	Including sub-limits of:	10,000	30,000
	- Per item, pair, set or collection	3,000	
	- Lap-top computer	10,000	
	- Aggregate limit for all cameras, camcorders and their	5,000	
	accessories and related equipment	5,000	
	- Aggregate limit for all golf equipment	5,000	
Section 6	- Loss of Personal Money	1,000	3,000
	- Loss of Travel Document and/or Travel Ticket	3,000	9,000
	- Loss of Home Contents due to Burglary	15,000	45,000
Section 9 - Personal Liability		1,000,000	3,000,000
	0 - Travel Delay	1,000,000	3,000,000
(a)	Travel Delay (HKD300 per each and every full 5 hours of delay)	3,000	9,000
(a) (b)	Extra Hotel Costs due to Travel Delay	2,000	6,000
(c)	Extra Re-routing Costs due to Travel Delay	5,000 5,000	15,000
		1,000	3,000
Section 11 - Baggage Delay Allowance (over 5 hours)		10,000	3,000
Section 12 - Cancellation of Trip		•	•
Section 13 - Curtailment of Trip		10,000	30,000

<sup>\*</sup>Maximum Benefits per Family shall apply when the cardholder is traveling with his/her spouse and/or dependent child during any insured journey.

# What To Do When the Insured Person Needs Help

- In a medical or other emergency, call *our* 24-hour Zurich Emergency Assistance hotline in *Hong Kong* +852 2886 3977 and quote the *insured person*'s name and the master policy number printed on this summary. An experienced assistance coordinator will handle the *insured person*'s enquiry.
- For *our* customer service **or claims enquiry**, call *our* Customer Services Hotline: +852 2903 9482. *Our* office hours are Monday to Friday 9:00 a.m. to 5:30 p.m. (except for public holidays)

# **PART 2 – DEFINITION**

Certain words in this summary have specific meanings. We have printed these words in italics throughout this summary and have given the meanings below:

#### Accident/Accidental

a sudden and unforeseen event that happens unexpectedly and causes injury to the insured person during an insured journey.

#### Cardholder

A principal cardholder of Citi PremierMiles Card which is issued by the Insured in Hong Kong.

#### China

the territorial limit of the People's Republic of China, but excluding Hong Kong and Macau.

#### Chinese Medicine Practitioner

a registered Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap.549, Laws of *Hong Kong*) but excluding a Chinese medicine practitioner who is the *insured person* or an *immediate family member* of the *insured person*.

#### **Compulsory Quarantine**

the *insured person* is being confined in an isolated ward of a *hospital* or kept in an isolated site appointed by the government for at least one (1) full day and continuously stays in there until discharged from the quarantine. Self-quarantine or home quarantine are excluded from this definition.

#### Confined / Confinement

the *insured person* is registered as an in-patient in a *hospital* for a medical treatment for an *injury* or *illness* upon the recommendation of a *medical* practitioner and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. Hospital confinement will be evidenced by a daily room and board charged by the *hospital*.

#### Dependent Child(ren)

the cardholder's unmarried and unemployed child(ren) aged twenty three (23) years old or below whose maximum benefits for each section shall refer to Part 1 - Table of Benefits.

#### Effective Date

the date stated on the receipt issued by the travel agent / public common carrier for the confirmation of payment of travel ticket, fares or full package tour cost.

#### Follow-Up

the medical treatments directly caused by the *injury* or *illness* suffered by the *insured person* for which the *insured person* has received treatments or *hospital confinement* during the *insured journey*.

#### Hong Kong

the Hong Kong Special Administrative Region of the People's Republic of China.

#### Hospital

an establishment which meets all the following requirements:

- holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as inpatients; and
- provides 24-hour a day nursing service by registered or graduated nurses; and
- has a staff of one(1) or more licensed medical practitioner available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

#### Illness

sickness or disease of the insured person contracted and commenced during the insured journey and which results in a loss covered by this policy.

# Immediate Family Member

the insured person's spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild or legal guardian.

#### Infectious Disease

a sudden and unexpected outbreak of disease through human-to-human transmission that spreads rapidly to many people within a local region (of which the *insured person* is scheduled to travel to) and leads to exceptional rise in the number of confirmed diagnosis in a country, and is publicly announced and documented by a recognized governmental health authority. This definition excludes any infectious disease escalated to *pandemic* as defined.

#### Injury

bodily injury sustained in an accident solely and independently of all other causes.

#### Insured Journey

the Insured:

the period of travel commencing from the time when the *insured person* departs from an immigration counter in *Hong Kong*, until the time when the *insured person* (i) returns to *Hong Kong* on the date specified in the *itinerary* or (ii) arrives at any immigration counter in *Hong Kong*, whichever is the earlier. However, any insurance period of each journey should not exceed ninety (90) days.

Coverage for any insured journey under this policy is subject to the conditions listed in below (a) or (b) or (c):

- (a) either one or more of the following has/have been purchased or settled by the customer with his/her Citi Prestige or PremierMiles Card issued by
  - (1) the inward and outward-bound travel ticket(s) to/from Hong Kong for the insured journey; and/or
  - (2) the accommodation cost for the entire insured journey; and/or(3) the whole tour package for the insured journey.
- (b) in the event that condition (a) above is not satisfied but instead one or more of the items stated in (1), (2) and (3) above has been acquired with points earned by a rewards program, any additional costs (including tax and fuel surcharge and any fees which is required to be paid according to any local requirement (if applicable)) must be paid by the *customer* with his/her Citi Prestige or PremierMiles Card issued by the Insured.
- (c) in the event that condition (a) above is not satisfied but instead part of the fees for one or more of the items stated in (1), (2) and (3) above is settled by discount or coupon offered by third party, such discount amount must be stated on the receipt and any remaining fees and additional fees (if any) must be paid by the customer with his/her Citi Prestige or PremierMiles Card issued by the Insured.

If the insured journey is extended beyond the date stated on the original *itinerary*, coverage on the extended period is also subject to the above conditions (a) or (b) or (c). However, the total insurance period of each journey should not exceed ninety (90) days.

#### Insured

Citibank (Hong Kong) Limited

#### **Insured Person**

any cardholder including his/her spouse and/or dependent child(ren), who travel outside Hong Kong on an insured journey during the Period of Insurance.

#### Itinerary

the detailed plan for a journey issued and confirmed by *public common carrier*, travel agency, tour operator or cruise company, together with the official receipt or confirmation, prior to the commencement of the *insured journey*.

#### Lap-Top Computer

a lap-top, notebook or sub-notebook computer. Personal digital assistant (PDA), hand-held computer (HHC), and tablet PC of any kinds are excluded from this category.

#### Loss of Hearing

permanent irrecoverable loss of hearing where:

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

1/6 (a+2b+2c+d) is above 80dB.

## Loss of Sight

the entire and permanent irrecoverable loss of sight.

#### Loss of Speech

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 of speech centre in the brain resulting in aphasia.

#### Loss of Use

permanent total functional disablement or complete and permanent physical separation at the limb or organ.

#### Macau

the Macau Special Administrative Region of the People's Republic of China.

#### **Maximum Benefits**

the benefit amount of each of the benefits covered under this policy as stated in the Table of Benefits.

#### **Medically Necessary Expenses**

expenses incurred from the first day of sustaining an *injury* or *illness* during the *insured journey* which are paid by the *insured person* to a legally qualified *medical practitioner*, physiotherapist, nurse, *hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire but excluding any expenses incurred under Section 2(b) - Emergency Medical Evacuation and/or Repatriation Service or Section 2(c) - Repatriation of Mortal Remains of Part 1 of this policy. All treatments must be prescribed by a qualified *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, *we* will only be liable for the excess of the amount recoverable from such other sources.

# Medical Practitioner

a person other than the *insured person* or *immediate family member*, qualified by a degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

# Overseas

the destination(s) stated in the *itinerary* of the *insured journey*, except *Hong Kong*.

### Pandemic

any situation when a contagious disease is spreading to several countries globally and affects an exceptionally high proportion of the population in each of these countries, and is publicly announced and documented by a recognized governmental health authority; or a disease classified by the World Health Organization as pandemic.

### Permanent

lasting not less than twelve (12) consecutive months from the date of an accident and at the expiry of that period being beyond hope of improvement.

# **Pre-existing Condition**

the *insured person* received medical treatment, diagnosis consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a medical practitioner before the *effective date*.

# Principal Home

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**

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, tram or underground train, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports.

#### Relevant Documents

documents include enrolment form (if any), official receipt, policy, terms and conditions, table of benefits, declarations, riders, endorsements, attachments and amendments (regardless verbally or in written format).

#### Schedule

the schedule attached to and incorporated in this policy.

#### Spouse

the legal marriage partner of the cardholder.

#### Serious Physical Injury or Serious Illness

an injury or illness which requires treatment by a *medical practitioner* or serious illness 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 physical injury or serious illness shall also include such injury or illness 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 scheduled destination by any legal, governmental or airport authorities. When serious physical injury or serious illness is applied to the *immediate family member*(s), it shall mean injury or illness for which the *immediate family member* requires treatment, and which is 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*.

#### **Terrorism**

an act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, 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, or any act with the use of nuclear engineering shall be excluded from this definition.

#### Third Degree Burns

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

#### **Total Disablement**

when as the result of *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *insured person* is totally 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 his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person*'s daily life.

#### Travel Companion

the person who made the travel booking or reservation with the *insured person* and accompanied the *insured person* for the whole *insured journey* other than a tour guide or tour member.

#### Travel Ticket

a travel ticket purchased for travelling on any public common carrier.

#### War

a contest by force between two (2) or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of peaceful relations and (ii) a general contention by force, both authorized by the sovereign.

## We, Us or Our

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability).

# **PART 3 - BENEFITS**

### Section 1 - Medical Cover

## (a) Medical Expenses

If the *insured person* suffers from *injury* or *illness* and incurs reasonable *medically necessary expenses* during the *insured journey*, we will reimburse the actual *medically necessary expenses* to the *insured person*.

# - Inclusive of Follow-up Medical Expenses

This section also insures the *insured person* up to the sub-limit as stated in the Table of Benefits against any actual *medically necessary expenses* charged by a *medical practitioner* in *Hong Kong* for the continuation of medical treatment sought by the *insured person* for the above *injury* or *illness* within three (3) months after the *insured person*'s return to *Hong Kong* from the *insured journey*. The *follow-up* medical expenses shall also be extended to cover the medical expenses incurred for the same *injury* or *illness* paid to a *Chinese medicine practitioner* (up to maximum five (5) visits), or for the purposes of Chinese medicine bone-setting, acupuncture or chiropractic treatment, subject to an aggregate limit of HKD3,000 and a per visit per day limit of HKD150. No *follow-up* medical expenses shall be provided unless the *insured person* returns to *Hong Kong* within twelve (12) months from the first day of *injury* or *illness*.

## Extension to Section 1(a)

Under this section, we extend to reimburse:

- (i) any additional travelling expenses up to a maximum amount of HKD300 incurred by the *insured person* for the purpose of seeking medical treatment in an *overseas hospital* if the *insured person* suffers from *injury* or *illness* during the *insured journey*; and
- (ii) any actual medically necessary expenses charged by a medical practitioner in Hong Kong for the medical treatment sought by the insured person for infectious disease that is contracted during the insured journey and corresponding follow-up diagnosis within ten (10) days after the insured person's return to Hong Kong from the insured journey. This extension forms part of the follow-up medical expenses under Section 1(a), and the total amount payable under this extension (ii) shall not in aggregate exceed the sub-limit for follow-up medical expenses as stated in the Table of Benefits

In no event shall the total amount payable under this Section 1(a) - Medical Expenses (including *follow-up* medical expenses and extension to Section 1(a)) exceed 100% of the *maximum benefits* as stated in the Table of Benefits.

## (b) Overseas Hospital Daily Cash Benefit

If the insured person is confined in an overseas hospital due to an injury or illness during the insured journey, we will pay a daily allowance of HKD500 and up to the maximum benefits as stated in the Table of Benefits.

### (C) Compulsory Quarantine Cash Allowance due to Infectious Disease

If the *insured person* is suspected or confirmed to have contracted *infectious disease* during the *insured journey* and results in *compulsory quarantine* by the local government, or by the Hong Kong Government within three (3) days upon completion of the *insured journey* and returning to *Hong Kong, we* will pay a daily *compulsory quarantine* allowance up to the *maximum benefits* as stated in the Table of Benefits.

In the event that more than one (1) compulsory quarantine have been arising in the same insured journey, the maximum amount payable under this benefit shall not exceed the maximum benefits as stated in the Table of Benefits..

### Special Conditions applicable to Compulsory Quarantine Cash Allowance due to Infectious Disease

- 1. Any home guarantine is excluded from this benefit.
- No benefit shall be payable if the planned destination(s) has been declared as an infected area on or before the departure date of the insured
  journey.

## **Exclusions applicable to Section 1**

This section does not cover:

- 1. non-essential medical treatment that is not recommended by a medical practitioner;
- 2. any loss or medical expenses arising from any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment;
- 3. dental care and treatment unless such cost is incurred due to the necessary dental treatment for the sound and natural teeth of the *insured person* and is caused by *injury* during the *insured journey*;
- 4. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury* occurring during the *insured journey*;
- 5. surgery or medical treatment which is not substantiated by a written report from a qualified medical practitioner;
- 6. surgery or medical treatment when in the opinion of the qualified *medical practitioner* treating the *insured person*, the treatment is not urgent and medically necessary during the *insured journey*, and can be reasonably delayed until the *insured person* returns to *Hong Kong*;
- 7. any *follow-up* medical expenses paid to the *medical practitioner, Chinese medicine practitioner,* Chinese medicine bone-setter, acupuncturist or chiropractor who is the *insured person* or *immediate family member*;
- 8. any additional cost of single or private room accommodation at a hospital or charges in respect of special or private nursing except in the event of emergency medical evacuation provided under Section 2(b); non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment; or
- 9. 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.

#### Section 2 - Zurich Emergency Assistance

Zurich Emergency Assistance will arrange for the following benefits in the event that the *insured person* has suffered from *injury* or *illness* during the *insured journey* and pay for any costs and expenses arising thereof:

## (a) Deposit Guarantee for Hospital Admission

Upon admission to a *hospital*, Zurich Emergency Assistance will provide a guarantee for admission deposit up to a limit of HKD39,000 in respect of any one (1) *insured person*. Such deposit shall be fully refunded to *us* and is borne solely by the *insured person* unless otherwise covered under Section 1 – Medical Cover of this policy.

#### (b) 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 or repatriation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

### (c) 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 Zurich Emergency Assistance.

### (d) Compassionate Visit

In the event that the *insured person* suffered from *serious physical injury* or *serious illness* and being *confined* in a *hospital* outside *Hong Kong* for over three (3) consecutive days, Zurich Emergency Assistance will pay one (1) economy class round-trip *travel ticket* for one (1) *immediate family member* to travel to the location of the *insured person*. This benefit cannot be claimed for more than once during any one (1) *insured journey*.

### (e) Accommodation Expenses

Zurich Emergency Assistance shall pay for the hotel accommodation expenses necessarily and unavoidably incurred by the *insured person* in connection with any incident requiring emergency medical evacuation (pursuant to Section 2(b) above) to resume the course of the *insured person*'s *insured journey* or to return him/her to *Hong Kong* up to a maximum of HKD1,950 per day and up to a limit of HKD7,800 per *insured journey*. Any approval on the payment of expenses incurred by the *insured person* is subject to the sole decision of Zurich Emergency Assistance on the basis of medical necessity.

### (f) Return of Unattended Children

Zurich Emergency Assistance will arrange and pay the one-way economy class *travel ticket* for returning the *insured person*'s unattended child(ren) aged below seventeen (17) year old back to *Hong Kong* in the event of death or *confinement* of the *insured person* in a *hospital* outside *Hong Kong* for over three (3) consecutive days due to *serious physical injury* or *serious illness*, up to the *maximum benefits* as stated in the Table of Benefits. If necessary, Zurich Emergency Assistance will also arrange a qualified attendant to accompany the unattended child(ren) during the return journey.

# (g) 24-hour Telephone Hotline and Referral Services

- i. Pre-Trip Information Assistance
- ii. Embassy Referral
- iii. Medical Service Provider Referral
- iv. Lost Passport Assistance
- v. Lost Luggage Assistance
- vi. Interpreter Referral
- vii. Lawyer Referral
- viii. Telephone Medical Advice
- ix. Monitoring of Medical Condition When Hospitalized
- x. Arrangement for Medical Expenses Guarantee

In respect of services (ix) and (x) above, all hospitalization expenses or medical expenses charged to the *insured person* by a *hospital* or physicians other than *our* approved doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under this policy.

# ZURICH EMERGENCY ASSISTANCE is rendered by the service provider nominated by Zurich Insurance Company Ltd.

#### **Exclusions applicable to Section 2**

No service will be provided or paid under this section:

- 1. when the *insured person* is located in areas which represent *war* risks or political conditions such as to make the provision of services under this section impossible or reasonably impracticable;
- 2. for emergency medical evacuation or repatriation of mortal remains or other cost not approved in advance and in writing and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich

Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person*'s prospect:

- 3. when the insured person is residing or travelling outside Hong Kong contrary to the advice of a medical practitioner; or
- 4. when the *insured person* is residing or travelling outside *Hong Kong* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

#### Section 3 - Personal Accident

#### (a) Accident on Public Common Carrier or during Robbery

In the event that during the *insured journey* the *insured person* suffers from *injury* while:

- (i) riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any public common carrier; or
- (ii) being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom;

we will pay in accordance with the percentage stated in the Compensation Table hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that such *injury* results in any one (1) of the following Events listed in the Compensation Table within twelve (12) consecutive months after the date of the *accident*.

This cover shall not apply to any insured person aged seventy six (76) or above on the commencement date of the insured journey.

#### (b) Other Accident

In the event that the *insured person* suffers from *injury* resulting from an *accident* other than the *accident* referred in Section 3(a) - *Accident* on *Public Common Carrier* or during Robbery above, during the *insured journey*, we will pay in accordance with the percentage stated in the Compensation Table hereunder up to the *maximum benefits* as stated in the Table of Benefits, but only to the extent and provided that if such *injury* results in any one (1) of the following Events within twelve (12) consecutive months after the date of the *accident*.

For *insured person* aged seventy six (76) or above on the commencement of the *insured journey*, any *accident* as defined will be covered under this section.

Compensation Table			
Events Accidental Death and Disablement		Percentage of	
		Maximum Benefits	
1.	Death	100%	
2.	Permanent Total Disablement	100%	
3.	Permanent and Incurable Paralysis of all Limbs	100%	
4.	Permanent Total Loss of Sight of both Eyes	100%	
5.	Permanent Total Loss of Sight of one Eye	100%	
6.	Loss of or the <i>Permanent</i> Total <i>Loss of Use</i> of two Limbs	100%	
7.	Loss of or the <i>Permanent</i> Total <i>Loss of Use</i> of one Limb	100%	
8.	Loss of Speech and Hearing	100%	
9.	Permanent Total Loss of Hearing in		
	(a)both ears	75%	
	(b) one ear	15%	

### **Compensation Conditions:**

- i. Benefit shall not be payable for more than one (1) of the Events listed above in respect of the same *accident*. Should more than one (1) of the Events occur as a result of the same *accident*, only the Event with the highest compensation will be payable under this section.
- ii. Upon the occurrence of any compensation for which indemnity is payable under any one (1) of the above Events to any one (1) insured person in the policy, all benefits under the policy shall then immediately cease to be in force with regard to such *insured person*, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.
- iii. For any disablement in relation to Events 2-9 existed prior to an *injury* covered under this policy and becomes totally disabled or a *total disablement* as a result of such *injury*, the Percentage of *Maximum Benefits* payable shall be determined by *us* having regard to the extent of disablement caused by the covered *injury*. However, no payment shall be made in respect of any disablement which was totally disabled prior to the *injury*.

### **Extensions to Section 3**

# 1. Under this section, we extend to cover any injury sustained by the insured person while:

- (a) the *insured person* is traveling directly from his/her place of residence or place of regular employment in *Hong Kong* to an immigration counter in the territory of *Hong Kong* for the purpose of conducting immigration clearance procedures within three (3) hours before the scheduled departure time of the *public common carrier* in which the *insured person* has arranged to travel for the purpose of commencing the *insured journey*; and
- (b) the *insured person* is traveling directly from an immigration counter in the territory of *Hong Kong* to his/her place of residence or place of regular employment within three (3) hours after the 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*.

## 2. Disappearance Clause

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance due to disappearance, sinking or wrecking of the aircraft or other *public common carrier* either on the ground or at sea in which the *insured person* was traveling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

### **Maximum Liability On Personal Accident**

Where any individual life is insured under multiple policies which contain personal *accident* covers and are issued by *us* and/or *our* affiliated companies, the maximum liability in respect of any one (1) individual life under such personal *accident* covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

# **Exclusion applicable to Section 3**

This section does not cover any loss caused by an *injury* which is a consequence of any kind of disease and/or illness.

# Section 4 - Compassionate Death Cash

In the event that the *insured person* dies (naturally or due to *accident*) during the *insured journey, we* will pay the Compassionate Death Cash as stated in the Table of Benefits to the estate of the *insured person*.

#### Section 5 - Personal Baggage Cover

We will pay the *insured person* up to the *maximum benefits* as stated in the Table of Benefits and subject to the sub-limits below, for the accidental loss of or damage to personal possessions including luggage during the *insured journey* which are normally worn or carried by and owned by the *insured person*, provided that any personal possession and belonging that are kept inside an unattended vehicle are locked inside a trunk of the vehicle. We may make payment or, at *our* option, reinstate or repair the personal possessions as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost.

Sub-limits applicable to Personal Baggage are as follows:

- 1. HKD3,000 for any one (1) article, pair, set or collection in respect of any one (1) insured person.
- 2. HKD10,000 for one (1) lap-top computer in respect of any one (1) insured person.
- 3. An aggregate maximum limit of HKD5,000 for all cameras and camcorders and their accessories and related equipment in respect of any one (1) insured person.

## **Extension to Section 5**

### **Golf Equipment**

We will pay the *insured person* the cost of replacement or repair or arrangement for repair arising from the accidental loss of or damage to golf equipment, including but not limited to golf bags, golf balls, golf trolleys and umbrellas, subject to an aggregate maximum limit of HKD5,000 for all golf equipment in respect of any one (1) *insured person*.

In no event shall the total amount payable under this Section 5 – Personal Baggage Cover exceed 100% of the *maximum benefits* as stated in the Table of Benefits.

### **Exclusions applicable to Section 5**

This section does not cover:

- 1. the following classes of property: business merchandise or sample, foodstuffs and/or medicine, tobacco, contact lenses, dentures and/or its appliances, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, or any other conveyances, household furniture, antiques, any kind of jewelleries or accessories made of or contain of any kind of gold, platinum, diamond, jade or pearl; mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), money (including cheques, traveller's cheques, etc.), plastic money (including the credit value of credit card, Octopus cards, etc.), coupons or securities, bonds, negotiable instruments, tickets or documents:
- lap-top computer with any problems or defects triggered from software and malicious code (including but not limited to download of such software);
- 3. any loss not reported to the local police or public authority within twenty-four (24) hours of discovery and such local report is not obtained;
- 4. 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 its resulting loss or damage;
- 5. any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism*, or action taken by government authorities in hindering, combating or defending against such an occurrence; destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade;
- 6. any loss of property which occurs when it is not being on the same *public common carrier* as the *insured person*, or souvenirs and articles mailed or shipped separately;
- 7. any loss of or damage to property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred by the *insured person*;
- 8. any loss of property when it is left unattended in public place;
- 9. any loss of property left in unlocked vehicle or in vehicle which is left unattended with no one inside, unless the property is locked inside a trunk of the vehicle;
- 10. any loss of data recorded on tapes, cards, diskettes;
- 11. damage to any brittle or fragile items such as glass or crystal;
- 12. 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 three (3) days and a Property Irregularity Report is obtained if the event occurs in an aircraft;
- 13. any loss claimed under Section 11 Baggage Delay Allowance arising from the same cause;
- 14. any loss of or damage to property insured under any other policy or certificate of insurance, or otherwise reimbursed by *public common carrier* or a hotel;
- 15. loss of golf balls unless contained in the golf bag which is lost at the same time; or
- 16. damage to golf balls in play.

# Section 6 - Loss of Personal Money

We will reimburse the *insured person* for the loss of personal money, that is, cash, cheques, money order or traveller's cheques only, 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*, up to the *maximum benefits* as stated in the Table of Benefits.

## **Exclusions applicable to Section 6**

This section does not cover:

- 1. in respect of any loss not reported to the local police, or hotel management or public authority, as appropriate, within twenty-four (24) hours upon discovery of loss and for which a relevant report is not obtained at the place of loss;
- 2. loss of traveller's cheque not immediately reported to the local branch or agent of the issuing authority;
- 3. shortage due to error, omission, exchange or depreciation in value;
- 4. any unexplained loss or mysterious disappearance; or
- 5. any loss arising from fraud or deception.

### Section 7 - Loss of Travel Document and/or Travel Ticket

We will pay for the replacement cost of *Hong Kong* Identity Card, credit cards, driving licence, *travel ticket* or travel document belonging to the *insured person* which is accidental loss during the *insured journey*. In the event of the accidental loss of *travel ticket* and/or travel document belonging to the *insured person* during the *insured journey*, we will also reimburse the additional travelling expenses and/or accommodation expenses incurred by the *insured person*, provided that the travelling class and/or the room type for the accommodation in the *itinerary*.

In no event shall the total amount payable under this Section 7 – Loss of Travel Document and/or *Travel Ticket* exceed 100% of the *maximum benefits* stated in the Table of Benefits.

### **Exclusions applicable to Section 7**

This section does not cover:

- any of loss not reported to the local police within twenty-four (24) hours upon discovery of loss and for which such police report is not obtained at the place of loss:
- 2. any loss of travel document and/or visa and/or travel ticket which is not indispensable for completing the insured journey;
- 3. any unexplained loss or mysterious disappearance;
- 4. any fine or penalties incurred due to non-replacement or late replacement of the documents by the *insured person*; or
- 5. the replacement costs of both the temporary and permanent versions of the same travel document. In the event of such loss, the *insured person* may claim only one (1) version of the same document.

#### Section 8 - Loss of Home Contents due to Burglary

We will pay for the loss or damage to the home contents within the *insured person's principal home* in *Hong Kong* which is uninhabited by any person during the *insured journey* as a direct result of burglary involving the use of forcible and violent entry to or exit from the premises, up to the *maximum benefits* as stated in the Table of Benefits.

We may make payment or at our sole discretion reinstate or repair the lost or damaged home contents subject to due allowance for wear and tear and depreciation, up to a maximum amount of HKD5,000 for any one article, pair, set or collection.

### Special Definition applicable to Section 8

Home contents mean household goods, personal belongings, furniture, fixtures and fittings (including interior decorations) belonging to the *insured* person or a member ordinarily residing in the principal home.

## **Exclusions applicable to Section 8**

This section does not cover:

- 1. any loss or damage of 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 phones, travel tickets, foodstuffs, animals and motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, loss of data recorded on tapes, cards, diskettes or otherwise;
- 2. any loss not reported to the police within twenty-four (24) hours after the *insured person* returns to *Hong Kong* from the *insured journey* and for which a police report has not been obtained;
- 3. shortage due to error, omission, exchange or depreciation in value; or
- special equipment or apparatus used in connection with any profession, business or employment.

#### Section 9 - Personal Liability

We will indemnify any amount which the *insured person* becomes legally liable to pay as compensation and/or legal expenses for an *accident* occurring during the *insured journey* which causes *accidental* death or *injury* to a third party or damage to property of a third party, up to the *maximum benefits* as stated in the Table of Benefits. 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 *our* written approval.

# **Exclusions applicable to Section 9**

This section does not cover liability arising directly or indirectly from:

- 1. any business, profession or trade;
- 2. any wilful, malicious or unlawful act of the insured person or any criminal acts;
- 3. any cause whatsoever liability to any person who is the immediate family member or relative or employer or employee of the insured person;
- 4. contracts
- 5. ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
- 6. damage to property owned by or held in trust or in the custody of the *insured person* or the *immediate family member* or relative or employer of the *insured person*;
- 7. any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- 8. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

# Section 10 - Travel Delay

In the event that the *public common carrier* in which the *insured person* has arranged to travel is delayed for at least five (5) hours from the departure time or arrival time specified in the *insured person*'s original *itinerary* as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the *public common carrier*, we will pay the following benefits to the *insured person*:

# (a) Travel Delay

HKD300 for each and every full five (5) hours of delay up to the maximum benefits as stated in the Table of Benefits.

The period of delay will be calculated as follows:

- departure delay will be calculated starting from the original scheduled departure time of the public common carrier specified in the itinerary
  provided to the insured person, until the actual departure time of (i) the original public common carrier or (ii) the first available alternative
  transportation offered by that public common carrier; or
- arrival delay will be calculated starting from the original arrival time specified in the *itinerary* provided to the *insured person*, until the actual arrival time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*.

The *insured person* can only claim for either departure or arrival delay of the same *public common carrier*. If the *insured person* has consecutive connecting flights, the delay is to be calculated based on the difference between actual arrival or departure time, as the case may be, and that stated on the *itinerary* regardless of the time spent on transit and the proximate cause of the delay must be one (1) of the causes set out in the first paragraph of this Section 10.

### (b) Extra Hotel Cost due to Travel Delay

The additional, reasonable and irrecoverable accommodation expenses incurred outside *Hong Kong* as a result of the delay up to the *maximum benefits* as stated in the Table of Benefits.

# (c) Extra Re-routing Costs due to Travel Delay

The additional costs incurred by the *insured person* for the purchase of the one-way economy class *travel ticket* in order to travel to the planned destination as specified in his/her original *itinerary* by an alternative *public common carrier*, up to the *maximum benefits* stated in the Table of Benefits. This benefit cannot be claimed for more than once for any one (1) *insured journey*.

#### **Special Conditions for Section 10**

The *insured person* must have checked-in for the original scheduled *public common carrier* and all claims must be substantiated by written confirmation from the *public common carrier* on the number of hours and the reason for such delay or such other proof as we may reasonably require.

#### **Exclusions applicable to Section 10**

This section does not cover:

- l. delay of the insured journey as a result of any circumstance which is existing or announced before the effective date;
- 2. any loss arising from late arrival of the *insured person* at the airport or port (i.e. arrival at a time later than the time required for check-in or booking except for the late arrival due to strike by the employees of the *public common carrier*);
- 3. any loss in relation to alternations to original *itinerary* that is not verified by the airline, travel agency or other relevant organizations;
- 4. any loss arising from air traffic control by local government or relevant authorities, or any loss arising from any government's regulations control or act; or
- 5. any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by travel agency, tour operator or other provider of any service forming part of the booked *itinerary* (except for Section 10(a) Travel Delay).

#### Section 11 - Baggage Delay Allowance

In the event of the *insured person*'s checked-in baggage is being delayed for over five (5) hours after the *insured person*'s actual arrival at the an *overseas* travel destination outside *Hong Kong*, regardless of the number of checked-in baggage, we will pay a lump sum allowance as stated in the *table of benefit* to *you*, and subject to the same delayed checked-in baggage can only be claimed once by one (1) *insured person* in any one (1) *insured journey*.

#### **Special Condition for Section 11**

All claims must be substantiated by written confirmation from the public common carrier on the number of hours of delay and the reason of such delay.

#### **Exclusions applicable to Section 11**

This section does not cover:

- 1. any baggage not being on the same public common carrier of the insured person or souvenirs and articles mailed or shipped separately:
- any loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by government
  authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations,
  confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade; or
- 3. any loss claimed under Section 5 Personal Baggage Cover arising from the same cause.

### Section 12 - Cancellation of Trip

In the event that the *insured person* has to cancel the *insured journey* as a result of any the following:

- i. death, serious physical injury or serious illness of the insured person, immediate family member or travel companion within ninety (90) days before the commencement date of the insured journey;
- ii. witness summons, jury service or *compulsory quarantine* of the *insured person* within ninety (90) days before the commencement date of the *insured journey*;
- iii. unexpected outbreak of strike, riot, civil commotion, *infectious disease*, *terrorism*, adverse weather conditions, or natural disaster at the planned destination arising within one (1) week before the departure date of the *insured journey*;
- iv. serious damage to the *insured person's principal home* in *Hong Kong* due to fire, flood or burglary within one (1) week before the commencement date of the *insured journey* which requires the *insured person's* presence in *Hong Kong* on the commencement date of the *insured journey* for the purpose of police investigation;

we will pay for the loss of unused travel fare and/or accommodation expenses which have been paid in advance and for which the insured person is legally liable and which are not recoverable from any other source, up to the maximum benefits as stated in the Table of Benefits.

### Section 13 - Curtailment of Trip

In the event that the insured person has to abandon the insured journey and return to Hong Kong after the insured journey has begun due to:

- i. death, serious physical injury or serious illness of the insured person, immediate family member or travel companion;
- ii. unexpected outbreak of strike, riot, civil commotion, *infectious disease, terrorism*, adverse weather conditions or natural disaster at the planned destination which prevent the *insured person* from continuing the *insured journey*; or
- ii. serious damage to the insured person's principal home in Hong Kong arising from fire, flood or burglary;

we will pay for the loss of unused travel fare and/or accommodation expenses for which the *insured person* is legally liable and which is not recoverable from any other sources, or additional actual travel fare and accommodation expenses reasonably and necessarily incurred.

The amount of benefit payable under this Section 13 will be calculated in proportion to the number of unused days of the *insured journey* after the relevant interruption in view of the original *itinerary* of the *insured journey*. The *insured person* can only claim either the forfeited expenses for unused days of the *insured journey* or additional expenses incurred for the curtailment. In no event shall the total amount payable under Section 13 – Curtailment of Trip exceeds the *maximum benefits* specified in the Table of Benefits.

## **Exclusions applicable to Section 12 and Section 13**

These sections do not cover:

- 1. any circumstances leading to the cancellation or curtailment of the insured journey which is existing or announced before the effective date;
- 2. if the purpose of the *insured journey* is to obtain medical treatment or the *insured journey* is undertaken against the *medical practitioner's* recommendation;
- 3. any medical condition or other circumstances known to have existed before the effective date;
- 4. any loss directly or indirectly arising from any government's regulations control or act, or air traffic control by local government or relevant authorities; bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked *itinerary*;
- 5. failure to notify the travel agency, 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;
- 6. any loss in relation to cancellations or curtailments to original itinerary that is not verified by the airline, travel agency or other relevant organizations;
- 7. 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;
- 8. failure to obtain a written medical report from the *medical practitioner*;
- 9. any expenses incurred for services provided by another party for which the *insured person* is not liable to pay including points earned by a rewards program and/or any expenses already included in the cost of a scheduled *insured journey*;

- 10. 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 13 Curtailment of Trip only); or
- 11. in respect of losses claimed under Section 10 Travel Delay arising from the same cause (applicable to Section 13 Curtailment of Trip only).

### **PART 4 – GENERAL EXCLUSIONS**

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. the *insured person* not taking 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. suicide or intentional self-inflicted injury;
- 6. insanity, mental or nervous disorders; any condition under the influence of alcohol or drugs (other than those prescribed by a qualified *medical* practitioner), alcoholism, drug addiction or solvent abuse:
- 7. 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;
- 8. any home leave while the insured person is confined to a hospital as an in-patient;
- 9. being a crew member or an operator of any air carrier;
- 10. any activity or involvement of the *insured person* in the air unless such *insured person* is at the relevant time (i) travelling as a fare paying passenger on a regularly scheduled flight or licensed chartered aircraft, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
- 11. engaging in any kind of labour work; engaging 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*, *illness*, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related *illness* 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. trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
- 15. any event arising from an act of *terrorism*, except for Section 1 Medical Cover, Section 2 Zurich Emergency Assistance, Section 3 Personal *Accident*, Section 10 Travel Delay, Section 12 Cancellation of Trip and Section 13 Curtailment of Trip;
- 16. any medical treatment received during an *insured journey* which was made for the purpose of receiving medical treatment or if the *insured journey* was taken while the *insured person* was unfit to travel; or the *insured person* is traveling against the advice of a *medical practitioner*;
- 17. any expenses that can be compensated from any other sources except for Section 1(b) Overseas Hospital Daily Cash Benefit, Section 1(c) Compulsory Quarantine Cash Allowance due to Infectious Disease, Section 3 Personal Accident, Section 4 Compassionate Death Cash, Section 10(a) Travel Delay, and Section 11 Baggage Delay Allowance;
- 18. any *insured person* who is a holder of the People's Republic of China passport and travels to/within *China*. However, this exclusion will be waived if such *insured person* has an official document issued by an overseas government (other than *China*) as proof that he/she is a legal resident of that other country and travelling with a passport of the People's Republic of China; or
- 19. 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; or
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
- 20. Any loss resulting directly or indirectly from pandemic existing before the insured person's original scheduled departure date.

# **PART 5 – GENERAL CONDITIONS**

- 1. This policy is a mandatory cover to all cardholders.
- 2. Upon our request, the *Insured* shall confirm whether the *Insured Person* who filled a claim under this policy is a *Cardholder*.
- 3. Coverage under this policy for each *insured person* is based on the *insured person*'s age on the commencement date of the *insured journey*.
- 4. On the effective date, the insured person must be fit to travel; otherwise any claims shall result in our right to repudiate liability under this policy.
- 5. All insured journey must commence and depart from and return to Hong Kong.
- 6. The maximum period of the *insured journey* shall not exceed ninety (90) days per trip.
- 7. The insurance is valid only for conventional leisure travel or business travel during which the *insured person* performs office or management duties without any manual work. The insurance shall not apply to persons undertaking expeditions, treks, equipped mountaineering or similar journey.

# **PART 6 – GENERAL PROVISIONS**

# 1. Entire Contract

This policy contract including all *relevant documents* will constitute the entire contract 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 *our* authorized officer and evidenced by endorsement of amendment.

#### 2. Age Limit

Unless specifically mentioned in the contrary, this insurance applies to any insured person at all ages.

For any child(ren) insured under a family plan must be twenty three (23) years old or below and accompanied by either parent during the insured journey.

## 3. Notice of Claims

Written notice of claim must be given to us by the insured person within thirty (30) days of the date of the incident causing such loss. In the event of accidental death, written notice thereof must be given to us by insured person's legal representative within thirty (30) days of the incident causing such loss.

All other certificates, information and evidences required by *us* shall be furnished at the expenses of the *insured person*'s or the personal representative of the *insured person* and shall be in such form and of such nature as *we* may prescribe. If the *insured person* does not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

#### 4. Proof of Loss

Written proof of loss must be furnished to us within thirty (30) days from the date of issuance of our receipt of the claim provided to us. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided

that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as we may reasonably require shall be furnished at the expense of the claimant without any expense to us.

#### 5. Claims Admittance

In no case shall we be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under this policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

#### 6. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if *we* deem necessary and in the event of death to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

#### 7. Payment of Claims

We will pay all benefits (except for Section 2(b) and 2(c)) to the *insured person* for their respective rights and interests. Benefits payable under Section 2(b) - Emergency Medical Evacuation and/or Repatriation Service and Section 2(c) - Repatriation of Mortal Remains will be paid directly to the service provider. All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured person*, we will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval.

#### 8. Liability Claims

The insured person must not admit, deny, or settle a claim without our consent.

#### 9. Misrepresentation or Non-disclosure

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose *pre-existing condition* or fail to act in utmost good faith, *we* will not be liable for any claim and all covers and benefits under the policy for the relevant *insured person* shall cease immediately. *We* will not be liable to refund any premium paid. If any benefit has been paid by *us*, the *insured person* shall refund such benefit to *us* within seven (7) working days from the date of *our* notice of demand.

#### 10. Misstatement of Age

If the *insured person*'s age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the *insured person*'s age has been misstated and if, according to the correct age, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then *our* liability shall be limited to the refund of premiums paid for such *insured person*, and *we* will be entitled to void or terminate the coverage of such *insured person* totally.

## 11. Zurich Emergency Assistance

The service provider of Zurich Emergency Assistance is an independent service provider providing such respective services to the *insured person* upon his/her request. We or any of our affiliates, agents, or employees of any of them has no responsibility or liability or any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its respective employees, agents or representatives.

#### 12. Other Insurance

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as the ones being claimed under this policy, we will only be liable for our proportionate share (except for Section 1(b) - Overseas Hospital Daily Cash Benefit, Section 1(c) - Compulsory Quarantine Cash Allowance due to Infectious Disease, Section 3 - Personal Accident, Section 4 - Compassionate Death Cash, Section 10(a) - Travel Delay and Section 11 – Baggage Delay Allowance).

### 13. Clerical Error

Our clerical errors shall not invalidate policy otherwise valid nor continue policy otherwise not valid.

### 14. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (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 one (1) year from the expiration of the time within which proof of claims is required.

### 15. Subrogation

We have the right to proceed at our 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, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which *we* are entitled by virtue of *our* right hereunder.

#### 16. Alternative Dispute Resolution

In the event of a dispute arising out this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the *Hong Kong* International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person*'s claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

# 17. Rights of Third Parties

Other than the Insured or the *insured persons* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

### 18. Compliance with Policy Provisions

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

## 19. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to the *insured person* from time to time and available at this website: <a href="https://www.zurich.com.hk/en/services/privacy">https://www.zurich.com.hk/en/services/privacy</a>

The *insured person* shall, and shall procure all other *insured person* covered under the policy to, authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

# 20. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

#### 21. Duplicate or Multiple Cards

In no event will duplicate or multiple cards obligate *us* to pay in excess of the Table of Benefits for any one (1) loss sustained by any one (1) individual *cardholder* as a result of any one (1) incident under this Policy. The maximum amount payable where duplicate cards are held by any *cardholder* will be the highest applicable benefit specified in the Table of Benefits.

#### 22 Sanction

Notwithstanding any other terms under this policy, we shall not be deemed to provide coverage or make any payments or provide any service or benefit to you or other party to the extent that such cover, payment, service, benefit and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation. The above clause shall also apply for any trade or economic sanction law or regulation that we deem applicable or if you or other party receiving payment, service or benefit is a sanctioned person.

#### **CLAIMS PROCEDURE**

Step 1 – Notify us within thirty (30) days of any occurrence which may give rise to a claim.

Step 2 – Complete and provide a claim form and the following documents to us.

#### **Medical Expenses**

- Diagnosis and treatment, including the insured person's name, diagnosis and date of diagnosis certified by medical practitioner, and receipt
- Original hospital bill with itemized list/receipts issued by a clinic or hospital

### Personal Accident

- Certificate issued by a medical practitioner certifying the degree or severity of disability
- Police report, where relevant

# Accidental Death / Compassionate Death Cash

- Death certificate
- Coroner's report
- (in the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one (1) year due to sinking or wrecking of the transportation means

#### Personal Baggage, Loss of Personal Money, Travel Document and/or Travel Ticket

- Receipts, including date of purchase, price, model and type of items lost or damaged
- Official documentation such as property irregularity report from public common carrier and their official acknowledgement in writing when loss or damage has occurred in transit
- Police report (which must be made within 24 hours of the occurrence)
- Copy of notification to the issuing authority in respect of loss of traveller's cheques (which must be made within 24 hours of the occurrence)

# Loss of Home Contents due to Burglary

- Receipts including date of purchase, price, model and type of items lost or damaged
- Police report (which must be made within 24 hours upon return from the insured journey)

## **Personal Liability**

- Statement of the nature and circumstances of the incident or event (no admission of liability or settlement can be made or agreed to without our
  written consent)
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

### Travel Delay

- Official documentation such as delay confirmation report from the *public common carrier* including date, times and duration of the delay, ticket for original *itinerary*, and ticket for the alternative means of reaching the planned destination
- Additional for Extra Re-routing Costs due to Travel Delay: the original receipt(s) issued by the public common carrier for the cost of the actual ticket(s)
- Additional for Extra Hotel Cost due to Travel Delay: the original receipt issued by the hotel for the cost of the accommodation
- Additional for Cancellation due to Travel Delay: all bills, receipts, coupons, credit card invoices or presentation or the actual ticket

### Baggage Delay

Official documentation such as property irregularity report from airline/public common carrier including date, times and duration of the delay

#### **Cancellation or Curtailment of Trip**

- All bills, receipts, coupons, credit card invoices or presentation or the actual ticket
- Diagnosis and treatment, including the insured person/immediate family member/travel companion's name, diagnosis and date of diagnosis certified by medical practitioner, and receipt
- Summons to a witness or jury service or subpoena or compulsory quarantine
- Documentary evidence which can verify the seriousness of damage to the insured person's principal home
- Written confirmation from the public common carrier including date, times in the event of mechanical and/or electrical breakdown

Additional documents relevant to the claim may be required and to be forwarded upon our request. "