



# Sompo Insurance (Hong Kong) Co., Ltd.

19/F, Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
Tel: (852) 2831 9980 Fax: (852) 2573 2072 Website: www.sompo.com.hk

## TravelJoy Go Worldwide Insurance Policy

This Policy is a contract entered into between The Policyholder and the Company on the basis of the information in the application, proposal and declaration, whether submitted in a written form or by any electronic mean. Subject to the terms of the Policy and any endorsements to it, the Company will indemnify the Policyholder and/or the Insured Person in the manner and to the extent described in the Policy, in respect of events occurring during the Period of Insurance when the Policyholder and/or the Insured Person commence a trip or journey originating from Hong Kong for which the Company has accepted the premium.

This document, the Schedule and any endorsement to this Policy shall be read together as one contract.

The Policy terms, conditions, exclusions and endorsements will apply to the Policyholder and/or the Insured Person and anyone claiming indemnity on your behalf. The observance and compliance with such terms, conditions and exclusions by the Policyholder, the Insured Person and their representative shall be conditions precedent to the Company's liability to make any payment under this Policy.

### DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy, the Schedule or any subsequent endorsements attached to this Policy:

1. **Accident** means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
2. **Age** means the age last birthday of the Insured Person on the commencement date of the Period of Insurance.
3. **Bodily Injury** means any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) results in death within 12 calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
4. **Chinese Medicine Practitioner** means a Chinese medicine practitioner who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong, but excluding the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person.
5. **Close Business Partner** means a business associate proved as such to the satisfaction of the Company on the basis of business registration or corporate registration documentation.
6. **Company** means Sompo Insurance (Hong Kong) Company Limited.
7. **Compulsory Quarantine** means a compulsory quarantine in a Hospital or at a specific place required by the local government.
8. **Confinement** or **Confined** means being confined in a Hospital as an in-patient for medical treatment upon the recommendation of a Medical Practitioner for stay in the Hospital prior to his discharge. Hospital confinement will be evidenced by a daily room and board charge by the Hospital.
9. **Eligible Expenses** in respect of medical expenses means those expenses necessitated by a Bodily Injury or a Sickness covered by this Policy and incurred on the recommendation of a Medical Practitioner but shall not exceed normal and customary charges for the same. The Eligible Expenses shall not in any event exceed the actual charges incurred.
10. **Home Contents** means all the Insured Person's furniture, furnishings, home appliances, household and personal effects including household appliances hired to the Insured Person or the Insured Person's family members.
11. **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
12. **Hospital** means an establishment duly constituted and registered under the laws of the territory in which the establishment is situated as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which has all of the following:
  - a) facilities for diagnostic procedures and surgery;
  - b) 24 hours nursing services by registered nurses; and
  - c) supervision of a Medical Practitioner,and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home; or a home for the aged or similar establishment.
13. **Immediate Family Members** means an Insured Person's legal spouse, children (natural or adopted), children-in-law, brothers or sisters, brothers or sisters-in-law, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, grandchildren-in-law, legal guardian, stepparents or stepchildren.
14. **Infectious Disease** means any kind of infectious disease for which a pandemic alert is issued by the World Health Organization and Compulsory Quarantine is enforced.
15. **Insured Person** means the person or persons described as "Insured Person" in the Schedule and for whom insurance under this Policy has been arranged.
16. **Journey** means the period of travel commences when the Insured Person completes the immigration departure clearance procedure in the territory of Hong Kong on or after the departure date specified in the Schedule for the purpose of commencing such journey and ends (a) on the last day specified in the Schedule or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to Hong Kong after such journey, whichever is earlier.

17. **Loss of Hearing** means the total and irrecoverable loss of hearing for all sounds of both ears where,
  - a) If a db – Hearing loss at 500 Hertz
  - b) If b db – Hearing loss at 1,000 Hertz
  - c) If c db – Hearing loss at 2,000 Hertz
  - d) If d db – Hearing loss at 4,000 Hertz
  - e) 1/6 of (a+b+c+d) is above 80db.
18. **Loss of Limb** means loss by physical severance at or above the wrist or ankle joint or the total and permanent loss of use of an entire hand arm, foot or leg.
19. **Loss of Sight** means the entire, permanent and irrecoverable loss of sight.
20. **Loss of Speech** means the disability in articulating any three of the four 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.
21. **Medical Practitioner** means only a medical practitioner who is duly qualified by a degree in western medicine and duly licensed or legally authorized in the geographical area of his practice to render medical and/or surgical service as a practitioner of western medicine, but excluding the Insured Person, the Policyholder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policyholder and/or Insured Person.
22. **Period of Insurance** means
  - a) Under Section A Medical Expenses Benefit, the period commencing once the Insured Person leaves the immigration counter/office in Hong Kong to commence the Journey and terminating when the Insured Person arrives at the immigration counter/office in Hong Kong on the arrival date.
  - b) Under Section I Cancellation Charges Benefit, the period commencing on the date of application of this Policy and terminating once the Insured Person leaves the immigration counter/office in Hong Kong to commence the Journey.
  - c) Under all other sections, the period commencing when the Insured Person leaves his/her place of residence or business in Hong Kong to commence the Journey but in any event not to commence more than 24 hours prior to scheduled departure time of the effective date of the Period of Insurance shown on the Schedule, and terminating at the time when the Insured Person returns to his/her place of residence or business in Hong Kong on completion of the Journey but in any event to cease within 24 hours from scheduled arrival time to Hong Kong on the last date of the Period of Insurance shown on the Schedule
23. **Permanent Total Disablement** means total disablement caused by an Accident that prevents the Insured Person from attending to any kind of occupation for a minimum of 52 consecutive weeks certified at the end of such period of time by a Medical Practitioner acceptable to the Company to be a condition that will permanently and totally disable the Insured Person from engaging in any gainful occupation and that is beyond any hope of improvement.
24. **Personal Effects** means articles of personal possession normally worn or carried belonging to the Insured Person or the Insured Person's family members.
25. **Policy** means and refers to the entire policy contract among the Policyholder, the Insured Person and the Company including this policy document, application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person or his authorized representatives, the Schedule and any endorsements thereto.
26. **Policyholder** means the "Policyholder" stated in the Schedule and for which the required premium under this Policy has been paid.
27. **Pre-Existing Condition** means any sickness, disease or physical condition which existed before the commencement of the Journey in respect of the Insured Person, which presented signs or symptoms of which the Insured Person and/or the Policyholder were aware or should reasonably have been aware.
28. **Prescribed Medicines** means any medicine or drug for which a Medical Practitioner's prescription has been issued and has been dispensed in a Medical Practitioner's clinic or by a licensed pharmacist in respect of treatment covered under this Policy.
29. **Principal Home** means the building located in Hong Kong occupied as a private dwelling by the Insured Person as his only permanent residence.
30. **Public Conveyance** means all common public transport carriers which are mechanically propelled and are licensed to carry fare-paying passengers by the relevant authorities but exclude a contractor, chartered or private carriers, and any other carriers which are operated primarily for sight-seeing service and amusement of the passenger.
31. **Serious Bodily Injury or Sickness** means Bodily Injury or Sickness which requires emergency treatment or surgical operation by a Medical Practitioner and having to be Confined in a Hospital for not less than a period of 48 consecutive hours and which results in the Insured Person or the travel companion of the Insured Person under this Policy being certified by such Medical Practitioner as being unfit to travel or continue with his original journey. When 'Serious Bodily Injury or Sickness' is applied to the Insured Person's Immediate Family Members or Close Business Partner, it means injury or sickness certified as being dangerous to life by a Medical Practitioner and which results in the Insured Person's discontinuation or cancellation of his original journey.
32. **Sickness** means a physical condition marked by a pathological deviation from the normal healthy state of human being.
33. **Travel Alert** means an alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: "Amber Alert", "Red Alert" and "Black Alert". Definition of the "Travel Alert" may be changed by the Company from time to time based on changes to the OTA System communicated by the Government of Hong Kong.
34. **Worldwide Emergency Assistance Services** means medical assistance or related services arranged by Inter Partner Assistance Hong Kong Limited's Assistance Center.

## TABLE OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any Section, the maximum liability in respect of each of the Insured Persons is shown under the Table of Benefits below:

Section	Summary of Benefits and Sub-Limits	Maximum Limits (HK Dollars) Per Insured Person	
		Gold Plan	Silver Plan
A	Medical Expenses Benefit (Sub-limit for Follow Up Treatment up to HK\$100,000)	1,000,000	500,000
B	Overseas Hospital or Quarantine Cash Allowance Benefit a) Overseas Hospital Cash Allowance (HK\$500 per day) b) Compulsory Quarantine Cash Allowance (HK\$500 per day)	10,000	5,000
C	Personal Accident Benefit a) Accidental Death & Permanent Total Disablement b) Major Burns c) Credit Card Protection d) Cash Relief for Death	1,200,000 200,000 30,000 50,000	600,000 100,000 15,000 25,000
D	Baggage Benefit (The limit for each article or pair or set of articles shall be HK\$3,000 and HK\$10,000 in aggregate per suitcase/bag)	20,000	10,000
E	Baggage Delay Benefit	1,500	500
F	Personal Money Benefit	3,000	2,500
G	Loss of Travel Documents Benefit (Sub-limit for Travel and Accommodation Expenses per day)	20,000 2,000	5,000 1,000
H	Travel Delay Benefit a) Cash Allowance (HK\$300 for each and every full 6 hours delay) OR b) Additional Travel Cost for re-routing	2,400 10,000	900 3,000
I	Cancellation Charges Benefit	30,000	10,000
J	Curtailement of Trip Benefit	30,000	10,000
K	Loss of Home Contents Benefit	30,000	10,000
L	Personal Liability Benefit	3,000,000	2,000,000
M	Rental Vehicle Excess Protection Benefit	5,000	3,000
N	Golfers "Hole-In-One" Benefit	3,000	1,000

## **BENEFIT SPECIFIC TERMS AND CONDITIONS**

All benefits payable to the Insured Person (or his legal representative) under this Policy are subject to the maximum limits and sub-limits as stated in the Table of Benefits and the plan specified in the Schedule

### **SECTION A – MEDICAL EXPENSES BENEFIT**

1. The Company will reimburse the Eligible Expenses reasonably incurred for medical treatment arising from Bodily Injuries or Sickness contracted or sustained outside Hong Kong during the Journey as follows:
  - a) Hospitalization, surgery, ambulance and paramedic services, diagnostic tests, consultation by Medical Practitioners and Prescribed Medicines;
  - b) Eligible Expenses for hospitalization are payable subject to the sub-limit for Room and Board of HK\$3,000 per day. For the purpose of this Section, "Room and Board" means hospital accommodation charges including meals and general nursing services reasonably incurred by the Insured Person who is Confined in a Hospital. A daily reimbursement of all the hospital charges inclusive of Room and Board and professional fees reasonably incurred by the Insured Person as a registered in-patient in a Hospital for medical treatment covered under this Section is limited to HK\$10,000 per day if no detailed breakdown of charges is provided; and
  - c) Payment for Eligible Expenses up to HK\$100,000 arising from follow-up medical treatment by a Medical Practitioner of the Insured Person in Hong Kong within 90 days of his return from the Journey to Hong Kong provided that the medical treatment for such Bodily Injuries or Sickness has first been sought from a Medical Practitioner during the Journey. This benefit also covers Eligible Expenses arising from medical treatment of the Insured Person in Hong Kong by Chinese Medicine Practitioner(s) supported by original receipts from such Chinese Medicine Practitioner(s), subject to the daily limit per visit of HK\$200 and a total sub-limit of HK\$3,000 within the sub-limit for Follow Up Treatment of up to HK\$100,000.

Provided that all such medical expenses shall be normal, customary and reasonably in nature; be supported by a detailed breakdown of charges, original receipts and medical reports with full diagnosis provided by a Medical Practitioner (or Chinese Medicine Practitioner in the case of clause 1c of this Section above), and with the exception of clause 1c be incurred outside Hong Kong.
2. The maximum benefit payable by the Company under this Section shall not exceed the limit stated in the Table of Benefits.
3. The maximum limit for the benefits under this Section for the Insured Person under the Age of 18 shall not exceed 50% of the maximum limit stated in the Table of Benefits.
4. The Company shall not be liable for:
  - a) any expenses related to additional cost of a single or private room at a Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment;
  - b) any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, and similar medical equipment, appliances and accessories;
  - c) any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms);
  - d) any expenses related to any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatments pertaining to infertility;
  - e) any expenses related to treatment or services undertaken without the recommendation of any Medical Practitioner; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of any suspected covered Bodily Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance;
  - f) any expenses related to travel taken contrary to the advice of a Medical Practitioner or where the Journey is for the purpose of receiving medical or surgical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
5. The liability of the Company under this Policy shall cease one calendar year after the date of when the Bodily Injury or Sickness is contracted or sustained and the Company shall not be responsible for any medical and related expenses incurred after the expiration of such one-year period.

### **SECTION B – OVERSEAS HOSPITAL OR QUARANTINE CASH ALLOWANCE BENEFIT**

1. Overseas Hospital Cash Allowance  
The Company will pay a cash allowance of HK\$500 for each complete day (i.e. a continuous period of 24 hours) of the Insured Person's Confinement during the Journey, subject to the maximum limits stated in the Table of Benefits.
2. Compulsory Quarantine Cash Allowance due to Infectious Disease  
The Company will pay a cash allowance of HK\$500 for each complete day (i.e. continuous period of 24 hours) of the Compulsory Quarantine imposed on the Insured Person during the Journey or within 7 days of his return to Hong Kong for reason of being suspected or confirmed to have infected with Infectious Disease, subject to the maximum limit stated in the Table of Benefits.
3. The Company shall not be liable:
  - a) for any dwelling quarantine;
  - b) if the planned destination has been declared as an infected area by the local government and/or the World Health Organization on or before the commencement date of the Period of Insurance;
  - c) if the Confinement or Compulsory Quarantine period is less than a continuous period of 24 hours;
  - d) if the Confinement is due to a medical condition which is not covered by this Policy;
  - e) if the Confinement is not recommended by any Medical Practitioner or is for routine physical examinations or health check-ups not incidental to the treatment or diagnosis of any suspected covered Bodily Injury or Sickness sustained during the Journey covered by this Policy and occurring or arising during the Period of Insurance.

**SECTION C – PERSONAL ACCIDENT BENEFIT**

1. The Company will pay this benefit according to the percentage stated in the Compensation Table hereunder up to the maximum limits stated in the Table of Benefits in the event that an Accident occurred during the Journey results in the Insured Person's death or any Permanent Disablement within 12 months from the date of the Accident. Provided that
  - a) the maximum limit for the benefits under this Section for the Insured Person under the Age of 18 shall not exceed 50% of the maximum limit stated in the Table of Benefits.
  - b) the total benefits payable under this Section shall not exceed 100% of the maximum limit for the Personal Accident Benefit regardless of the number of insured events occurred to the Insured Person during the Journey.

Compensation Table		
Item	Insured Event	Percentage of Maximum Benefits*
1	Death	100%
2	Permanent Total Disablement	100%
3	Total and permanent loss of all sight in one or both eyes	100%
4	Loss of Limb(s) – Total loss by physical severance or total and permanent loss of use of <ol style="list-style-type: none"> <li>a) one or two limbs</li> <li>b) one or both hands</li> <li>c) arm above the elbow</li> <li>d) arm at or below the elbow</li> <li>e) leg above the knee</li> <li>f) leg at or below the knee</li> </ol>	100% 100% 100% 100% 100% 100%
5	Loss of Sight – Total and permanent loss of <ol style="list-style-type: none"> <li>a) sight in one eye except perception of light</li> <li>b) lens of one eye</li> </ol>	50% 50%
6	Total and permanent loss of <ol style="list-style-type: none"> <li>a) Loss of Hearing in both ears</li> <li>b) Loss of Hearing in one ear</li> <li>c) Loss of Speech</li> </ol>	75% 15% 50%

\* It is calculated as a percentage of the limit of the Personal Accident Benefit set out in the Table of Benefits which is applicable to the Insured Person.

2. In the event of the death of an Insured Person giving rise to a claim under this Section the beneficiary shall be that the estate of the Insured Person if there is no next of kin.
3. Major Burns Benefit  
The Company will pay this benefit if the Insured Person suffers third-degree burn (i.e. the destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal to or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area) arising from an Accident during the Journey, provided that the assessment of the burns is certified by a Medical Practitioner with medical reports and full diagnosis. Such benefit can only be claimed once for each Accident during the Journey.
4. Credit Card Protection Benefit  
In the event of a claim is payable under this Policy for the death of the Insured Person as a result of an Accident, the Company will also reimburse the outstanding balance charged to the Insured Person's credit card(s) as at the date of Accident up to maximum limits stated in the Table of Benefits. However, the Company shall not be liable for any interest accrued or financial charges on the outstanding balance.
5. Cash Relief for Death Benefit  
In the event of death of an Insured Person caused by Bodily Injuries or Sickness outside Hong Kong and during the Period of Insurance, the Company will pay cash allowance upto the limits as stated in Table of Benefits and applicable to the Insured Person. This benefit is independent from other benefits in this Section.
6. For the purpose of this Section, if the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which he is travelling either on land or at sea during the Journey, it will be presumed that the Insured Person suffered an accidental death at the time of such disappearance, sinking or wrecking.

#### **SECTION D – BAGGAGE BENEFIT**

The Company will pay the baggage benefit up to the maximum limit stated in the Table of Benefits for loss, physical breakage or damage directly resulting from theft, robbery, burglary, accident or mishandling by carriers during the Journey to an Insured Person's baggage or personal property carried on the Journey. Provided that

1. The loss must be reported to the local police where the loss occurs, the carriers or any third parties liable within 24 hours of the occurrence.
2. The Insured Person shall observe ordinary and proper care for the safety of the property insured, including safeguard his accompanied baggage or personal property and do not leave them unattended in a public place. All baggage are to be examined when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person shall give IMMEDIATE notice to:
  - a) The police in case of theft, loss or willful damage by a third party, and obtain written documentation from local police where the loss occurs.
  - b) The carriers when loss or damage has occurred in transit, and obtain a copy of the official 'Baggage Irregularity Report'.
3. The limit of the Company's liability for each article or pair or set of articles shall be HK\$3,000 (camera body, lenses and accessories will be treated as a set) and HK\$10,000 in aggregate per suitcase/bag.
4. In the event of loss of or damage to any article which is a part of a set, the measure of loss of or damage to such an article shall be a reasonable and fair proportion of the total value of the set and will not be construed to mean a total loss of the set.
5. The Company will pay at its option by payment or by replacement or the reasonable cost of repair indemnify the Insured Person against each such loss or damage (less depreciation in value, if applicable, and such depreciation shall be applied wholly at the discretion of the Company) provided that the maximum liability of the Company shall not exceed the limit for Baggage Benefit.
6. For claim relating to breakage or damage, the claimant has to produce the damaged property as physical evidence for the Company's inspection at the claimant's cost.
7. EXCLUSION:
  - a) Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
  - b) Losses of or damage to cash, banknotes, electronic money (e.g. Octopus cards), negotiable instruments, bonds or securities, credit cards and other instruments of payment.
  - c) Losses of or damage to documents of any kind, passports, visas, air tickets, and transportation, accommodation or any other travel vouchers or coupons.
  - d) Loss of or breakage to any pager, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), portable telecommunication equipment, computer equipment (except laptop computer), software and peripheral.
  - e) Breakage or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects of art, set and unset precious or semiprecious gemstones or foodstuff.
  - f) Loss of or damage caused by wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic breakdown or derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company.
  - g) Loss of or damage to business merchandise or samples.
  - h) Loss to any baggage that is left behind or unattended in a Public Conveyance or a public place.
  - i) Loss of or damage to baggage mailed or shipped separately.
  - j) Any property or personal belongings specifically insured elsewhere or recovered/repared by a third party.
  - k) Loss of jewelry, watches and other valuables unless from baggage carried in the hand of the Insured Person or kept in the hotel safety deposit box.
  - l) Any unexplained loss or mysterious disappearance.

#### **SECTION E – BAGGAGE DELAY BENEFIT**

The Company will pay up to the maximum limit stated in the Table of Benefits for each Insured Person for the additional cost to get back the baggage or emergency purchase of essential items of toiletries or clothing consequent upon temporary deprivation to baggage for at least 6 hours from the time of arrival at destination abroad due to delay or misdirection in delivery. Provided that

1. The delay is certified by an official 'Baggage Irregularity Report' from the airline or in writing by a letter from the tour operator.
2. The delay is not as a result of detention or confiscation by customs or other law enforcing officials.
3. Documentation (including original purchase bills) is produced by the Insured Person showing the details of the expenditure.
4. Claim cannot be made under this Section if the same loss is claimed for under Section D of Baggage Benefit of this Policy.
5. The Company shall not be liable for any loss which occurred after the Insured Person returns to Hong Kong or reaches his final destination.

## **SECTION F – PERSONAL MONEY BENEFIT**

The Company will pay this benefit for loss of the Insured Person's personal money in the form of banknotes, cash, stored value cards or travelers cheques directly arising only from theft, robbery or burglary during the Journey up to the limit stated in the Table of Benefits. Provided that

1. If the Insured Person experiences any loss of cash, banknotes, stored value cards or travelers cheques, report must be made to the local police where the loss occurs and relevant branch of the travelers cheques issuing authority within 24 hours of the loss. All forms of proof such as Police Report, receipts shall be made available to the Company at the Insured Person's own cost.
2. The Company shall not be liable for loss or shortages of personal money due to an error or omission by any third party, fluctuation of the rate of currency exchange, devaluation, or confiscation by any governmental authorities.
3. The Company shall not be liable under this Section if the Insured Person contributed to his own loss by leaving the personal money unattended in a public place.

## **SECTION G – LOSS OF TRAVEL DOCUMENTS BENEFIT**

1. If an Insured Person loses his passports, travel tickets and travel documents as a direct result of theft, robbery, burglary or accidental loss during the Journey, the Company will reimburse the Insured Person for
  - a) the replacement cost of passports, travel tickets and/or travel documents charged by the issuing body during the Journey; and/or
  - b) additional hotel accommodation and travel expenses reasonably incurred by such Insured Person for the sole purpose of obtaining such replacements from the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such document, and for returning to Hong Kong (limited to economy class) due to the invalidity of the original return ticket attributable to such loss up to the amount stated in the Table of Benefits.
2. EXCLUSIONS
  - a) The Company will not be liable under this Section if within 24 hours or as soon as practicable after the Insured Person is aware of the loss as described above the Insured Person fails to report such loss to the police and to obtain a copy of the related police report.
  - b) The Company will not be liable under this Section if the Insured Person contributed to his own loss by leaving the passports, tickets or travel documents unattended in a public place.
  - c) The reimbursement cost for air ticket should only be limited to economy class only.
  - d) Loss of any passports, travel tickets and travel documents which is not necessary for completing the Journey.
  - e) Any loss of the passports, travel tickets and travel documents arising from the confiscation or detention by a government authority, customs official or police.

## **SECTION H – TRAVEL DELAY BENEFIT**

1. This benefit is payable in the event the Public Conveyance for which the Insured Person has arranged or scheduled to travel is delayed during the Journey due to adverse weather conditions, industrial action, hi-jack, mechanical breakdown or derangement of such arranged or scheduled Public Conveyance.
  - a) Cash Allowance - The Company will pay up to HK\$300 for an initial delay in excess of 6 consecutive hours and HK\$300 for each subsequent 6 consecutive hours period up to the maximum limits stated in the Table of Benefits.OR
  - b) Additional Travel Cost for Re-routing - The Company will reimburse additional public transportation expenses for re-routing up to the maximum limits stated in the Table of Benefits reasonably and inevitably incurred by the Insured Person for taking alternative means of transport at the same type of Public Conveyance provider and same travelling class originally selected in the itinerary by the Insured Person as a direct consequence of travel delay by at least 6 consecutive hours from the scheduled time of departure.
2. A claim under this Section can only be made provided that
  - a) The period of delay is in excess of 6 consecutive hours in duration, which is effective from the scheduled commencement of a trip until the trip recommences on the first available alternative transportation offered by the carrier.
  - b) The delay does not arise from the failure of the Insured Person to confirm the advanced booking or check in at the scheduled time before departure.
  - c) Confirmed advanced booking is given prior to the commencement of an industrial action affecting the carrier.
  - d) Official documentation from the airline/carrier is submitted in support of any claim under this Section, which states the cause, date, time and duration of the delay.
  - e) The delay does not arise from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance provider.
  - f) This benefit does not cover:
    - (i) Any loss arising from related circumstances leading to the delay of the Journey which exists or is known to exist, or an announcement contemplating such cause (such as information about the hoisting of any typhoon signal) has been made by the tour operator, airline, any service provider, the observatory or the authorities on or before the date of application of this Policy.
    - (ii) Any loss which will be paid or refunded by any existing insurance scheme, government programme, tour operator, airline or any service provider.

## **SECTION I – CANCELLATION CHARGES BENEFIT**

1. The Company will pay, up to the maximum limits stated in the Table of Benefits, (i) the deposits or any payment made in advance for travel ticket, accommodation or tour package, or (ii) award ticket redeemed by mileage in advance (conversion rate of reimbursement: 1 amount of mileage = HK\$0.1, applicable to award ticket that cancellation or change of travel dates is not allowed) or service fee for cancellation of award ticket or change the travel dates of the award ticket which are forfeited and irrecoverable from the relevant tour operator, airline or any service provider upon cancellation prior to the Journey as a direct result of any of the following events:-
  - a) Death, Serious Bodily Injury or Sickness of the Insured Person.
  - b) Death, Serious Bodily Injury or Sickness of (i) the Insured Person's Immediate Family Members or Close Business Partner, or (ii) the travel companion of the Insured Person who is also insured under the same Policy of the Insured Person.
  - c) Witness summons, jury service or compulsory quarantine of the Insured Person.
  - d) Serious damage to the Insured Person's Principal Home in Hong Kong arising from fire or flooding within 10 days from the departure date which requires the Insured Person's continued presence on the premises.
  - e) Delay in departure of the Public Conveyance in which the Insured Person has arranged to travel to commence the journey, for at least 24 hours from the time specified in the travel itinerary, due to strike or industrial action, riot or civil commotion, hijack, adverse weather conditions, mechanical breakdown or derangement or structural defect of that aircraft or sea vessel;
  - f) A Black Travel Alert issued by the Security Bureau of the Government of Hong Kong at the planned destination of the Journey on the scheduled departure date provided that there is no Black Travel Alert issued at that planned destination on the date of application of the Policy.
2. Benefit payable under this Section is also subject to the following conditions:
  - a) With respect to any event stated in clause 1a and 1b in this Section, the benefit will only be payable if it happens (i) at least 24 hours after the date of application of the Policy and (ii) within 30 days prior to the commencement date of the Period of Insurance.
  - b) With respect to any event stated in clause 1c in this Section, the benefit will only be payable if an order or notice of compliance is issued to the Insured Person (i) at least 24 hours after the date of application of this Policy and (ii) within 30 days prior to the commencement date of the Period of Insurance.
  - c) The Insured Person shall provide and surrender the original unused tickets to the Company.
  - d) Once a claim is made under this Section, no other benefits shall be payable and all coverage under this Policy shall cease.
  - e) This benefit does not cover:
    - (i) Any loss arising from medical or physical conditions or other circumstances affecting the Insured Person, his Immediate Family Members, the travel companion or Close Business Partner known to exist on the date of application of the Policy.
    - (ii) Any loss arising from related circumstances leading to the cancellation of the Journey which exists or is known to exist, or an announcement contemplating such cause (such as information about the hoisting of any typhoon signal) has been made by the tour operator, airline, any service provider, the observatory or the authorities on or before the date of application of this Policy.
    - (iii) Any loss arising from the failure to timely notify the relevant tour operator, airline or any service provider of the transport or accommodation services immediately after cancellation of the Journey as a result of the events prescribed under this Section.
    - (iv) Any loss which will be paid or refunded by any existing insurance scheme, government programme, tour operator, airline or any service provider.



## **SECTION J – CURTAILMENT OF TRIP BENEFIT**

1. If the Journey is interrupted after the commencement of the Journey and the Insured Person is inevitably required to return to Hong Kong due to a necessary, unforeseen and unavoidable curtailment of the Journey as a direct result of any of the following events, the Company will pay this benefit, up to the maximum limit stated in the Table of Benefits, on a pro-rata basis for each complete day of the Journey which is interrupted for (i) loss of the prepaid and unused portion of the transport or accommodation arrangement which is forfeited and irrecoverable from the relevant tour operator, airline or any source and (ii) reasonable additional travel expenses which is necessary for the Insured Person to return to Hong Kong by Public Conveyance on economy class:-
  - a) Death, Serious Bodily Injury or Sickness of the Insured Person.
  - b) Death, Serious Bodily Injury or Sickness of (i) the Insured Person's Immediate Family Members or Close Business Partner, or (ii) the travel companion of the Insured Person who is also insured under the same Policy of the Insured Person.
  - c) hijack of an aircraft or conveyance or any mechanical propelled vehicles and vessels arranged by travel agent in which the Insured Person is travelling as a fare-paying passenger;
  - d) any adverse weather conditions, natural disasters, unexpected outbreak of epidemic diseases or industrial action involving the arranged Public Conveyance, riot or civil commotion at the planned destination of the Journey which prevents the Insured Person from continuing with the Journey.
  - e) A Black Travel Alert issued by the Security Bureau of the Government of Hong Kong at the planned destination during the Journey provided that there is no Black Travel Alert issued at that planned destination on the date of application of the Policy.
2. Provided that the benefit payable under this Section does not cover:
  - a) Any loss arising from medical or physical conditions or other circumstances affecting the Insured Person, his Immediate Family Members, the travel companion or Close Business Partner known to exist on the date of application of the Policy.
  - b) Any loss arising from related circumstances leading to the curtailment of the Journey which exists or is known to exist, or an announcement contemplating such cause (such as information about the hoisting of any typhoon signal) has been made by the tour operator, airline, any service provider, the observatory or the authorities on or before the date of application of this Policy.
  - c) Any loss arising from the failure to timely notify the relevant tour operator, airline or any service provider immediately after curtailment of the Journey as a result of the events prescribed under this Section.
  - d) Any loss which will be paid or refunded by any existing insurance scheme, government programme, tour operator, airline or any service provider.

## **SECTION K – LOSS OF HOME CONTENTS BENEFIT**

1. If the Insured Person's Principal Home in Hong Kong suffers loss of or damage to the Home Contents as a result of burglary accompanied by forcible and violent entry to or exit from the premises whilst the home is unoccupied during the Journey, the Company will pay the cost of replacement or repair of such Home Contents up to the maximum limit stated in the Table of Benefits. Notice must be given to the police immediately upon the Insured Person becoming aware of the loss or damage to the Home Contents as a result of the burglary.
2. The Company shall not be liable for
  - a) Loss due to use of any key or duplicate thereof to gain access to the Principal Home irrespective whether the key belongs to the Insured Person.
  - b) Loss caused or facilitated by the reckless or willful act of the Insured Person or the Insured Person's family member.
  - c) Loss or damage of cash, banknotes, coins, travelers cheques, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets, and transportation, accommodation or any other travel vouchers or coupons, mobile phones, contact or corneal lenses, animals and motor vehicles (including accessories), motorcycles, boats, any other conveyances and computer system records.

## **SECTION L – PERSONAL LIABILITY BENEFIT**

1. The Company will pay this benefit up to the maximum limit stated in the Table of Benefits if the Insured Person incurs legal liability to a third party (inclusive of reasonable legal costs and expenses) for accidental bodily injury to a third party or accidental loss or damage to third party's property, as a direct result of the Insured negligence towards the third party during the Journey.
2. The Company shall not be liable for any liability, loss or claim payable by any other insurance company or third party, or in respect of loss or damage to properties belonging to or in the care, custody or control of the Insured Person, or where the Insured Person or his authorized representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company, or arising directly or indirectly from:
  - a) Employer's liability, contractual liability or liability to Immediate Family Members of an Insured Person.
  - b) Properties or animals belonging to or held in trust, in the care, custody or control of an Insured Person.
  - c) Any willful, malicious, unlawful or deliberate act.
  - d) Pursuit of a trade business or profession.
  - e) Ownership or occupation of lands or buildings (other than occupation only of any temporary residence).
  - f) Ownership, possession, hire, use or operation of vehicles, aircraft or watercraft.
  - g) Legal costs resulting from any criminal proceedings, fine, penalties or punitive damage.
  - h) Insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms.
  - i) Pollution unless due to sudden, unintended and unexpected occurrence.
  - j) Asbestos or any materials containing asbestos in whatever form or quantity.
3. This benefit shall not be payable in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

**SECTION M – RENTAL VEHICLE EXCESS PROTECTION BENEFIT**

1. The Company will indemnify for the motor insurance policy excess or deductibles incurred by the Insured Person in the event that the Insured Person is involved in a collision during the trip whilst the rental vehicle is under control of the Insured Person or the rental vehicle is stolen or damaged during parking provided that
  - a) such rental vehicle is rented from a licensed rental vehicle company; and
  - b) a legally valid rental agreement between the Insured Person and the licensed rental vehicle company is signed; and
  - c) the Insured Person is nominated as a driver in the rental agreement; and
  - d) a valid motor insurance policy covering the loss of or damage to rental vehicle which is incurred during the rental period.
2. The Company's limit of liability under this Section shall not exceed the limits as stated in the Table of Benefits for each Insured Person during the Period of Insurance.
3. The Company shall not be liable for
  - a) any condition under the influence of alcohol or drugs of the Insured Person who is controlling the rental vehicle during the rental period;
  - b) any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
  - c) any liability other than loss of or damage to the rental vehicle.
  - d) any loss arising from operation of the rental vehicle which is in violation of the terms of the rental agreement or applicable motor insurance.
  - e) any charges for the loss of use of the rental vehicle or similar kind of charges imposed by the rental company including but not limited to non-operation charge (NOC).
4. For the avoidance of doubt, a rental vehicle or private car in this Section shall mean any motor vehicle but excluding all kinds of commercial vehicles, motor cycles, and any vehicle with more than 9 seats.

**SECTION N – GOLFERS "HOLE-IN-ONE" BENEFIT**

1. If the Insured Person hits a 'hole-in-one' in a competition or friendly game at any recognized golf courses during the Journey, the Company will pay the one-off bar expenses incurred on the same day at the same golf course on account of the 'hole-in-one' up to the maximum limit stated in the Table of Benefits. Recognized golf course means a golf course operated by a club or an organization which is registered at any local government as providing the golf or golf practicing.
2. The Company shall not be liable if the Insured Person is a professional golfer.

## GENERAL EXCLUSIONS

Unless specifically provided otherwise, this Policy does not cover losses arising out of :

1. Trip not originating from Hong Kong.
2. War, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
3. Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing or in any other sequence to the loss. For the purpose of this clause:
  - An act of "NCB terrorism" shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the Period of Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.
  - "Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
  - "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

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

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

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

4. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. Pre-existing Condition, congenital or hereditary conditions.
6. Suicide, attempted suicide or intentional self-inflicted bodily injuries, insanity, abortion, miscarriage, assigned complications, pregnancy, child-birth, venereal diseases, the use of alcohol or drugs other than those prescribed by a Medical Practitioner, dental treatment unless resulting from accidental bodily injury to sound and natural teeth.
7. Accidents whilst engaging in sports, games or races (other than on foot) in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sports, games or races.
8. Accidents whilst engaging in motor rallies and competitions (other than karting taken as a leisure activity), parkour, slalom racing, trekking or hiking at an altitude of over 5000 metres above sea level, diving to a depth greater than 30 metres below sea level, free diving, deep cave diving, gliding or soaring via glider or sailplane, jet pack or similar activities (either propelled by escaping gas or liquid water) and any other hazardous activities or pursuits or similar activities of the aforesaid.
9. Any activity or involvement of the Insured Person in the air unless such Insured Person is at the relevant time travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft operated by a recognized airline,
10. The Insured Person being a crew member or an operator of any air carrier; accident whilst engaging in any kind of manual labour work; engaging in offshore activities including commercial diving, oil rigging; mining or aerial photography; handling of explosives; performing as an actor/actress; being a site worker, tour guide or tour escort; or armed force services.
11. Any loss, costs or expenses which will be paid or refunded or recoverable from any insurance policy underwritten by other insurance companies, government programme, tour operator, travel agent, airline, Public Conveyance provider or any service provider (not applicable to Section B – Overseas Hospital or Quarantine Cash Allowance Benefit and Section C – Personal Accident Benefit of this Policy).
12. Losses which are indirect and consequential in nature except herein provided.
13. Cyber Risks Exclusion  
Property damage covered under this Policy shall mean physical damage to the substance of property.  
Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy:
  - a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
  - b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
14. Sanction Exclusion

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured Person is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured Person, to the extent that it would be in breach of such law or regulation.

## GENERAL TERMS AND CONDITIONS

1. This Policy is underwritten and insured by Sompo Insurance (Hong Kong) Company limited.
2. This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.
3. If the Company declines any claim under this Policy and the Policyholder does not initiate any legal action in respect of such claim within twelve months from the date of such decline, then the claim shall for all purposes be deemed to have been irrevocably abandoned and shall not thereafter be recoverable.
4. Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
5. Headings are for convenience only and shall not affect the interpretation of this Policy.
6. This Policy is non-cancelable by the Company or by the Policyholder except that the Company may cancel this Policy in the circumstances of non-receipt of the premium by the Company. No refund of premium will be made once Policy has been issued and coverage becomes effective.
7. Where the duration of the Journey exceeds the Period of Insurance for any reason outside an Insured Person's control, the Period of Insurance shall be automatically extended without charge by a maximum period of ten (10) calendar days or until the Insured Person passes through the immigration counter/office on their return to Hong Kong, whichever is the earliest.
8. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured Person's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
9. There is no direct billing provided under this Policy except as arranged and through approved by the Company.
10. The Age limit for person(s) insured under this Policy must be aged between 6 weeks up to the Age of 85 years old. All children under the Age of 18 years must be accompanied by an adult who is also insured under the same Policy. All benefits would be payable according to the Age of the Insured Person on the commencement date of the Period of Insurance.
11. There may be times when the total charges used by the Insured Person exceed the total amount payable under this Policy. The Insured Person shall be liable for all such excess cost.
12. The maximum Period of Insurance for this Policy shall be 180 consecutive calendar days.
13. Failure by the Insured Person to comply with the claims procedure or investigation may result in denial of the claim; if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim shall be payable.
14. This Policy shall be subject to the Maximum Limits for each section as stated in the Table of Benefits.
15. The maximum liability of the Company in respect of all claims shall not exceed its ratable proportion of such claim which but for the existence of this Policy would be covered under any other insurance policies or cover notes. (This does not apply to the Personal Accident Benefit Section of this Policy.)
16. **WARRANTY.** The Insured Person warrants that to the best of his knowledge and belief no Insured Person is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment and that he understands that treatment of any pre-existing, existing, recurring or congenital medical conditions are not covered. The Insured Person further warrants that he is not aware of any conditions, cause of circumstance that may necessitate the cancellation or curtailment of the Journey as planned.
17. Notice of any claim must be given to the Company within thirty-one days of the expiry of this Policy, and in the instance of a claim under the Section on Personal Liability Benefit, such notice must be given in writing as soon as possible and in any event not later than 14 days after the incident giving rise to such a claim. All claims shall be made together with proof satisfactory to the Company and all proof shall be rendered on demand at the expense of the Insured Person or his representative.
18. All claims must be submitted with comprehensive supporting document / information as listed in the travel claim form or as specifically requested by the Company on case by case basis. The Company may also request additional document relevant to the claim if deemed necessary.
19. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed by each of the parties in writing within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed by the arbitrators in writing before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under the Policy.
20. The terms and conditions of this Policy are set out in both English and Chinese. In the event that conflicts or inconsistency arise between the English and Chinese versions, the English version shall prevail.
21. Person or entity that is not a party to this insurance contract shall have no right to enforce any terms in this contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

## APPENDIX - Worldwide Emergency Assistance Services Terms and Conditions

Unless otherwise specified, terms and conditions as set out below are applicable to this appendix only.

Worldwide Emergency Assistance Services Cover (hereinafter referred to "Cover") is provided as a benefit to the Insured of this Policy and the Cover as described below is provided by Inter Partner Assistance Hong Kong Limited (hereinafter referred to as "IPA"). The Company is not an agent of IPA for the Cover and shall not accept any liability arising from or in connection with the services provided or advice given by IPA or its agent, or the availability of such services.

### **SECTION 1 – DEFINITIONS**

- 1.1. **Assistance Event:** Shall mean any event or accident occurred to the Insured who is entitled to receive assistance pursuant to Section 3 occurring within the Territorial and Time Limits set forth in Section 2 and subject to exclusion list in Section 6 hereafter.
- 1.2. **Bodily Injury:** Shall mean any unforeseen Bodily Injury caused solely and directly by violent, accidental, external and visible means, if invisible must be supported by the medical report issued by the hospital where the Insured is hospitalized, occurring during the period covered by the Policies.
- 1.3. **Policy :** Shall mean the travel policy to which this appendix is attached
- 1.4. **Company :** Shall bear the same meaning as defined in the Policy
- 1.5. **Dollar:** Shall mean the lawful currency of Hong Kong.
- 1.6. **Insured:** Shall mean the Insured Person as defined under the Policy.
- 1.7. **Place of Residence:** Shall mean Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") unless otherwise specifically defined at the inception of the policy in writing.
- 1.8. **Illness:** Shall mean any unforeseen sudden Illness or disease first manifested during the period of insurance
- 1.9. **Emergency:** Shall mean a serious and critical medical situation or distress which could not be reasonably prevented and for which specific external help is required.

### **SECTION 2 – DURATION OF COVER, LIMITATIONS AND LIABILITIES**

#### **2.1 Duration of Cover**

The benefits mentioned in Section 3 are granted during the period of validity of the Policy.

#### **2.2 Territorial and Time Limits**

The benefits mentioned in Section 3 apply worldwide outside the Place of Residence and for the trip not exceeding 180 consecutive days.

#### **2.3 Limitation Period**

Every assistance case in respect of an Assistance Event shall be absolutely barred and shall not be entertained unless the notification mentioned in Section 4 is made immediately following the Assistance Event. This benefit will be considered automatically withdrawn by the Insured if the service is not used within two years from the date of occurrence of such event.

#### **2.4 Liability of IPA**

It is understood that the physicians, hospitals, clinics, and kind of professionals to whom the Insured will be referred by IPA are independent contractors responsible for their own acts and are not employees, agents or servants of IPA. Furthermore, IPA shall not be responsible for any act of failure to act on the part of those professionals such as, and not limited to, physicians, hospitals and clinics.

### **SECTION 3 – EMERGENCY ASSISTANCE SERVICE AND BENEFITS**

If the Insured shall suffer serious Bodily Injury or sudden Illness outside the Place of Residence while arising out of and in the course of his/her journey provided that such journey or period of expatriation is not undertaken:

- Against the advice of the physician, and/or
- For the purpose of obtaining or seeking any medical or surgical treatment aboard

The following Emergency Assistance services and benefits are available directly from IPA upon specific verbal notification by the Insured or his/her personal representative to IPA's 24-hour alarm centre at the cost of the Company, in accordance with the requirements and procedures set out in Section 4. The Insured shall not be entitled to the reimbursement of any expenses incurred or paid by him/her.

#### **3.1 Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment**

When medical advice is needed, the Insured may telephone IPA's alarm center for medical advice and evaluation from the attending physician. However, it is stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary in the opinion of IPA's attending physician, the Insured will be referred to another physician or to a medical specialist for personal assessment and IPA will assist the Insured in making the medical appointment.

All physician's fees and related charges shall be borne entirely and directly by the Insured without any reimbursement from IPA.

### **3.2 Medical Evacuation**

Should the Insured suffers from Bodily Injury or sudden Illness and requires Emergency assistance such that IPA's medical team and the attending physician recommend hospitalization in a or another medical facility where the Insured can be suitably treated IPA will on behalf of the Company arrange and pay for:

- The transfer of the Insured into one of the nearest hospital and,
- If necessary in the joint opinion of the attending physician and IPA, on medical grounds
- i) The transfer of the Insured with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital that IPA consider more appropriately equipped for the particular Bodily Injury or sudden Illness, or
- ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Insured with necessary medical supervision by scheduled airline to a more appropriate hospital or other health care facility near his/her Place of Residence, if his/her medical condition permits such repatriation. The IPA's medical team and attending physician will determine the necessary arrangements according to the circumstances.

### **3.3 Repatriation After Treatment**

When after local treatment, the medical condition of the Insured will not prevent his/her medically supervised repatriation as a regular passenger, according to the medical opinion of both attending physician and IPA alarm centre doctor, IPA will on behalf of the Company organise and pay for the repatriation of the Insured to Place of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary transportation to and from the airport. Any decision on the repatriation of the Insured shall be made jointly and exclusively by both the attending physician and IPA alarm centre under constant medical supervision.

The maximum amount payable under Section 3.2 and 3.3 is HKD2,000,000 per Emergency in total.

### **3.4 Repatriation of Mortal Remains/Ashes**

Upon the death of an Insured caused by Bodily Injury or sudden Illness, IPA will on behalf of the Company arrange and pay for the repatriation of the Insured's body or ashes to the Insured's place of burial in the Insured's Place of Residence. The cost of coffin is not covered. The maximum amount payable under this section is HKD40,000.

### **3.5 Essential Medication / Medical Equipment**

Upon request from a local attending physician IPA will, where possible and legally permissible, dispatch any essential medicine and/or medical equipment required for the Insured which is not locally available.

The Insured shall bear the cost of the items dispatched and the relevant transportation costs, unless these items are required for emergency according to the opinion of IPA's medical team.

### **3.6 Medical Monitoring**

IPA will monitor the Insured's medical condition if the Insured is hospitalised outside Hong Kong and will inform the employer or family of the Insured.

### **3.7 Dispatch of Physician**

In case IPA's medical team considers that the Insured needs to consult a physician but there is no physician available or close to the location where the Insured stays, IPA will dispatch a doctor to see the Insured. The Insured shall bear the costs of this benefit.

### **3.8 Travel Information**

The Insured may contact IPA to obtain the following information and services before starting or during his/her journey.

- Update immunizations and vaccinations requirement and needs
- Weather information worldwide
- Airport taxes
- Customs requirements
- Passport and Visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange rates
- Banking days
- Language Information
- Arrangement of interpreter services
- Arrangement of children escort
- Transmission of urgent messages for medical reasons
- Luggage Retrieval
- Emergency Rerouting Arrangements

### **3.9 Deposit Guaranteeing of Hospital Admission**

In case of hospital admission for Emergency treatment duly approved by both the attending physician and IPA's alarm centre doctor and the Insured is without means of payment of the required hospital admission deposit, IPA will on behalf of the Insured guarantee or provide such payment up to HKD40,000. This service will only be provided after IPA has obtained a valid credit guarantee from the Insured or his/her representative or the payment equivalent to the guaranteed deposit made by the Insured's representative subject to IPA's decision

### **3.10 Legal Referral**

Upon request of the Insured, IPA can provide the name and address of the lawyer or solicitor on worldwide basis

### **3.11 Compassionate Visit**

In the event of the Insured suffering from serious Bodily Injury or sudden Illness that requires Emergency treatment and resulting in hospital confinement outside his/her Place of Residence for more than 10 (ten) consecutive days, IPA will on behalf of the Company arrange and pay for the cost of round-trip scheduled airline (on economy fare basis) for a relative or designated person of the Insured to travel from the Insured's Place of Residence to the Insured's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,200.00 per day for a maximum period of 5 (five) consecutive days, but excluding the cost of drinks, meals and other room services. The maximum amount payable under this section is HKD40,000.

### **3.12 Return of Unattended Dependent Child(ren) to Place of Residence**

If any of the Insured's traveling dependent child(ren) under 16 years of age is left unattended by reason of the Insured's Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Place of Residence, IPA will on behalf of the Company organize and pay for a scheduled airline ticket (on economy fare basis) and hotel accommodation for such child(ren) to return to his/her home in the Insured's Place of Residence.

If necessary, IPA will also arrange a qualified attendant to accompany any such dependent child(ren) for return journey.

The maximum amount payable under this section is HKD40,000.

### **3.13 Hotel Room Accommodation for Convalescence**

IPA will on behalf of the Company arrange and pay the Insured the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,200.00 per day for a maximum of 5 (five) consecutive days for the sole purpose of convalescence immediately following his/her discharge from the hospital if and only if such immediate convalescence is deemed medically necessary by both attending physician and IPA's Alarm Centre doctor.

The maximum amount payable under this section is HKD40,000.

### **3.14 Unexpected Return to the Place of Residence**

In the event of the sudden death of the Insured's close relative in the Insured's Place of Residence while the Insured is traveling overseas (excluding the case of immigration) and thereby necessitating an unexpected immediate return by the Insured to his/her Place of Residence, IPA will on behalf of the Company arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured.

The maximum amount payable under this section is HKD30,000.

### **3.15 Additional Travel and Accommodation for Travelling Companion**

IPA will on behalf of the Company arrange and pay the additional travel and accommodation expenses incurred by the Insured's travelling companion in so far as the same are directly related to an incident requiring Benefit 3.2 Medical Evacuation (subject to a maximum limit of indemnity of HKD15,000 for any one Member on any one event, but subject further to a maximum sub-limit of HKD2,000 per day). The maximum amount payable under this section is HKD40,000.

## **SECTION 4 - GENERAL OBLIGATIONS / PROCEDURES**

### **4.1 Request for Assistance**

In case of an Assistance Event and prior to taking personal action where reasonable, the Insured or his/her representative shall call IPA's alarm center in Hong Kong at the cost of the Company, whose contact number is listed below:

**(852) 2862 0136**

and should state:

- His/her name, the number of his/her policy and his/her I.D. card or passport number and,
- The name of the place and the telephone number where IPA can reach the Insured or his/her representative and,
- A brief description of the accident and the nature of assistance required.

## **4.2 Failure to Notify IPA**

In a life threatening situation, the Insured or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call appropriate IPA's alarm center to provide the appropriate information as soon as possible. In the absence of such notice, IPA may refuse the provision of any Emergency Assistance Service and Benefits.

In the event of repatriation, in order to facilitate prompt response, the Insured or his/her representative shall, as far as possible, provide:

- i) The name, address and telephone number of the hospital or other medical facility where the Insured has been attended, and,
- ii) The name, address and phone number of the attending physician and, if necessary, the Insured's family doctor.

IPA's medical team or other representatives shall have free access to the Insured in order to assess the Insured's condition. Without reasonable justification for denial of such an access, the Insured will not be eligible for further medical assistance.

On a case per case basis, IPA medical team will decide the date and means of such repatriation on the ground of medical necessity.

In the event of repatriation of the Insured by IPA, the Insured shall deliver the unused portion of his/her ticket, or the value thereof, to IPA to offset the cost of such repatriation.

The Insured or any party will be not entitled to reimbursement of any expenses which is incurred without approval from IPA.

## **SECTION 5 - OBLIGATIONS OF THE INSURED**

### **5.1 Cooperation with IPA**

The Insured shall use his/her best endeavour to cooperate with IPA to enable IPA to obtain all documents and information including but not limited to medical history from the relevant sources and assisting IPA at his/her expenses in complying with necessary formalities. For this purpose, the Company is deemed to have been duly authorized by the Insured to disclose to IPA all or any information, data and documents relating to the Insured in the possession of the Company if so required by IPA.

## **SECTION 6 - GENERAL EXCLUSION**

### **6.1 Excluded Cases**

Provided that IPA has first sought an agreement with the Insured and his/her Close Relative if the Insured and/or his/her Close Relative shall themselves be responsible for all reasonable costs incurred for such assistance, IPA will not be required to provide assistance to the following:

- Pre-existing illness or disabilities for which treatment are received prior to effective date of the Policy
- Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism; communicable diseases requiring by law isolation or quarantine
- Congenital Abnormalities
- Pregnancy and Maternity
- Injuries arising directly or indirectly as a result of participation in any professional or competitive sports.
- Injuries sustained contracted as a result of participation in illegal acts
- Services rendered without the authorization and/or intervention of IPA
- Costs which would have been payable if the event giving rise to the intervention of IPA had not occurred
- Any expense more specifically covered under other insurance policy
- Cases of minor illness or injury which in the opinion of the IPA's doctor can be adequately treated locally and which do not prevent the Insured from continuing their travels or work
- Expenses incurred where the Insured in the opinion of the IPA's doctor is physically able to return to his/her Place of Residence sitting as a normal passenger and without medical escort, unless deemed necessary by the IPA's doctor
- Cases related to psychiatric disorders
- The Insured engages in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route

### **6.2 Limitation and Force Majeure**

IPA shall not be held responsible for failure to provide services or delays caused by strikes or conditions beyond its control, including, but not limited to flight conditions or where local laws or regulatory agencies prohibit IPA from rendering such services. IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of Force Majeure which prevents IPA from providing such assistance services.