



## GLOBAL TRAVEL INSURANCE FOR SMARTONE ROAMING PLAN

This Policy together with the attached Schedule and any endorsements subsequently issued by us constitute the entire contract between **Sun Hung Kai Properties Insurance Limited** and you. Besides, the application form, and declaration which you have completed and provided to us for the application of this Policy formed the basis of this contract.

In consideration of the premium that you have paid us under this Policy, we will, subject to the terms and conditions of the Policy, insure the Insured Person(s) under those Sections shown in the Schedule during the Period of Insurance.

### GENERAL DEFINITIONS

Certain words in the Policy have specific meanings as stated below:

|                                    |   |
|------------------------------------|---|
| <b>"we" / "us" / "our"</b>         | means Sun Hung Kai Properties Insurance Limited.  |
| <b>"you"/"your"</b>                | means the Insured named in the Schedule.  |
| <b>Accident or Accidental</b>      | means a sudden, unexpected and fortuitous event.  |
| <b>Burns</b>                       | means tissue damage caused by the agent as heat only.   |
| <b>Close Business Partner</b>      | means a business companion whose presence is necessary for the Insured Person's business.   |
| <b>Degree</b>                      | means the unit of measurement for the Burns customarily used by the local government in the place where this Policy is issued.  |
| <b>Eligible Person</b>             | means any Hong Kong resident who is an account holder of the Insured or an authorized user of the Insured's service number.   |
| <b>Hospital</b>                    | means any institution legally authorised by law of the country in which it is based and operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident inpatient basis and maintains facilities for major surgery and provides full time nursing service. "Hospital" shall not include a mental institution, a convalescent or nursing home, rest home, home for the aged, a health hydro or nature cure clinic, a place for alcoholics or drug addicts or an establishment primarily provides custodial, educational or rehabilitative services. |
| <b>Illness</b>                     | means sickness or disease contracted by the Insured Person and commences after the commencement of the Trip.  |
| <b>Immediate Family Member</b>     | means the Insured Person's spouse, children, siblings, parents, parents-in-law, grandparents, grandchildren, fiancé(e).   |
| <b>Insured Person</b>              | means each of the persons described as such in the Schedule.  |
| <b>Loss of Hearing</b>             | means the total and permanent loss of the ability to hear.  |
| <b>Loss of Limb</b>                | means the physical severance of a hand at or above the wrist, or a foot at or above the ankle, or an arm at or above the elbow, or a leg at or above the knee; and "Loss of more than one Limb" shall be construed accordingly.   |
| <b>Loss of Sight</b>               | means the total and permanent loss of vision.   |
| <b>Loss of Speech</b>              | means the total and permanent loss of the ability to speak.   |
| <b>Medical Practitioner</b>        | means any person duly licensed and registered with the applicable medical council of the country in which medical or surgical services are rendered by the Medical Practitioner to the Insured Person, but excludes a Medical Practitioner who is the Insured Person or the Insured.  |
| <b>Period of Insurance</b>         | means the period specified as such in the Schedule provided that:<br>(i) coverage of this Policy shall commence when the Eligible Person activate his/her roaming service with you and shall end at the time the roaming service discontinued.<br>(ii) notwithstanding any other provisions of this Policy, the cover for each Trip shall terminate at the end of the 90th day after the commencement of the Trip;<br>(iii) coverage of this Policy shall be terminated at (1) the last day of the Period of Insurance or (2) the ending of Insured Person's last Trip, whichever is the later.         |
| <b>Permanent Total Disablement</b> | means the Insured Person has become permanently, totally and irreversibly disabled to the extent that the Insured Person is incapable of being employed or engaged in any work or occupation. The disablement must have continued without interruption for at least 12 month after the Accident.  |
| <b>Physical Injury</b>             | means bodily injury to the Insured Person caused directly by violent accidental external and visible means which bodily injury shall solely and independently of any other cause result in the Insured Person's death or disablement or a loss recoverable under this Policy.   |
| <b>Public Common Carrier</b>       | means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.  |
| <b>Rental Vehicle</b>              | means a rented sedan, station wagon, hatchback or four-wheel-drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying an Insured Person on public roadways and shall not include any other vehicle or use.  |
| <b>Schedule</b>                    | means the Schedule attached hereto which forms part of this Policy.   |



|   |  |
|---|--|
| <b>Second Degree Burn</b>                         | means both the epidermis and the underlying dermis are damaged.  |
| <b>Serious Physical Injury or Serious Illness</b> | means a Physical Injury or Illness which requires treatment by a legally qualified Medical Practitioner and which results in the Insured Person being certified by that Medical Practitioner as being unfit to travel or continue the Insured Person's original travel arrangement.  |
| <b>Third Degree Burn</b>                          | means the damage or destruction of the skin to its full depth and damage to the tissues beneath.   |
| <b>Travel Alert</b>                               | means the alert issued by the Government of the Hong Kong SAR under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: "Amber Alert", "Red Alert", and "Black Alert". Definition of the "Travel Alert" may be changed by us from time to time based on changes to the OTA System communicated by the Government of the Hong Kong SAR. |
| <b>Travel Companion</b>                           | means the person who is to company with the Insured Person for the whole insured Trip on share room basis.   |
| <b>Trip</b>                                       | means the journey covered under this Policy which has been scheduled to commence during the Period of Insurance.   |

**TABLE OF BENEFITS**

| SECTION  | MAXIMUM BENEFITS (HKD)       | EXCESS (HKD) |
|--|------------------------------|--------------|
| 1. Personal Accident<br>* Burns Cover (Second Degree and Third Degree)   | 500,000<br>200,000           | --           |
| 2. Medical Expenses<br>* Follow Up Expenses  | 500,000<br>50,000            | 250          |
| 3. 24 Hours Worldwide Emergency Assistance Services<br>* Medical Evacuation & Repatriation After Treatment<br>* Repatriation of Mortal Remains / Ashes<br>* Deposit Guaranteeing of Hospital Admission | 500,000<br>500,000<br>20,000 | --           |
| 4. Personal Liability  | 1,000,000                    | --           |
| 5. Trip Curtailment<br>* Trip Re-arrangement   | 10,000<br>Inclusive          | --           |
| 6. Travel Delay  | 3,500                        | --           |
| 7. Baggage Delay   | 1,500                        | --           |
| 8. Baggage & Personal Effects  | 1,000                        | --           |
| 9. Personal Documents  | 3,000                        | --           |
| 10. Credit Card Protection   | 20,000                       | --           |
| 11. Rental Vehicle Excess Protection   | 5,000                        | --           |

**SECTION 1 - PERSONAL ACCIDENT**

If any Insured Person suffers Physical Injury anywhere in the world during the Trip which results in death or any of the disablements set out below, we will pay the Insured Person (or the designated beneficiary of the Insured Person as specified in the Schedule in case of death of the Insured Person) the amount of benefit specified below in respect of death or the disablement:

| <u>Death / Permanent Disablement</u>   | <u>% of the maximum benefit amount shown in the Schedule</u> |
|--|--|
| 1. Death (provided that death occurs within 12 months of the date of the Accident) | 100%   |
| 2. Permanent Total Disablement   | 100%   |
| 3. Loss of more than one Limb or Loss of Sight in both eyes                        | 100%   |
| 4. Loss of one Limb or Loss of Sight in one eye                                    | 50%  |
| 5. Loss of Speech and Hearing  | 100%   |
| 6. Loss of Speech  | 50%  |
| 7. Loss of Hearing   | 50%  |

If an Accident gives rise to more than one disablement or an Insured Person dies after suffering from the disablement, the maximum amount that we will be liable to pay under Section 1 in respect of the Insured Person is the maximum limit for Section 1 in respect of the Insured Person shown in the Schedule.

Notwithstanding anything to the contrary, the maximum amount of benefit payable to the Insured Person which is aged 17 or below at the time of an Accident under this Section shall not exceed 20% of the benefit limitation for death or disablement as specified in this Section.

**Extensions of Cover to Section 1**

**1. Burns Cover (Second Degree and Third Degree)**

If any Insured person suffers Physical Injury anywhere in the world during the Trip and is diagnosed by a Medical Practitioner to have suffered any of Burns set out below, we will pay the Insured Person the amount of benefit specified below up in respect of the Second & Third Degree Burns:



| <u>Burns, Second Degree or Third Degree</u> | <u>% of the maximum benefit amount shown in the Schedule</u> |
|---|--|
| 1. On 45% or more of body surface           | 100%   |
| 2. On 27% or more of body surface           | 60%  |
| 3. On 18% or more of body surface           | 50%  |
| 4. On 9% or more of body surface            | 30%  |
| 5. On 4.5% or more of body surface          | 20%  |

If an Accident gives rise to more than one Burns in respect of the same Physical Injury, the amount that we will be liable to pay under this Extension will only be the greatest compensation. If the Insured Person dies after suffering from the Burns, the maximum amount that we will be liable to pay under Section 1 in respect of the Insured Person shall be reduced by any compensation payable under this Extension in respect of the same Physical Injury.

## SECTION 2 - MEDICAL EXPENSES

If an Insured Person suffers Physical Injury or Illness during the Trip, we will indemnify the Insured Person for any necessary medical expenses and surgical fees incurred outside of Hong Kong within 12 calendar months after contracting such Physical Injury or Illness provided that the medical expenses and surgical fees are paid to a Medical Practitioner, physician, surgeon, nurse, Hospital and/or other medical service (such medical expenses and surgical fees shall be referred to in this Section 2 as "Eligible Medical Expenses").

The amount payable under this Section in respect of any one Insured Person shall not exceed the maximum limit for Section 2 in respect of the Insured Person shown in the Schedule.

### Extensions of Cover for Section 2

We will indemnify the Insured Person against the necessary medical expenses and surgical fees incurred in Hong Kong within 90 calendar days following the Insured Person's return provided that:

- (i) such medical expenses and surgical fees are incurred as a result of the continuation of medical treatment for Physical Injury or Illness covered under this Section;
- (ii) such treatment is recommended by a Medical Practitioner;
- (iii) the maximum amount that we will pay under this extension in respect of any one Insured Person is the maximum limit for follow-up expenses under Section 2 in respect of the Insured Person shown in the Schedule.

### Exclusions relating to Section 2

This Section does not cover

1. the first HKD250 for each and every claim per Insured Person;
2. medical treatment received in Hong Kong (except for continuation of medical treatment as described in item 2 under Extensions of Cover for Section 2);
3. non-essential treatment (whether the treatment is essential or not shall be conclusively determined by us);
4. any travel contrary to the advice of a Medical Practitioner or for the purpose of receiving medical or surgical treatment; or
5. cosmetic surgery, eyeglasses and refraction or hearing-aids, and prescriptions therefore except as necessitated to correct a condition resulting solely from Physical Injury occurring during the Trip.

## SECTION 3 – 24 HOURS WORLDWIDE EMERGENCY ASSISTANCE SERVICES [Hotline (852) 2851 1990]

If the Insured Person shall suffer Serious Physical Injury or Serious Illness outside Hong Kong while arising out of and in the course of the Trip, the Insured Person or his personal representative may contact Emergency Assistance Service Provider from anywhere in the world for the following services, provided that:-

- such Trip is not undertaken (i) against medical advice or (ii) for the purpose of obtaining or seeking any medical treatment aboard, or resting or recuperation following any accident or illness prior to the Trip.
- the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by the Insured Person.

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

When medical advice is needed, the Insured Person may call Emergency Assistance Service Provider for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for personal assessment and Emergency Assistance Service Provider will assist the Insured Person in making the medical appointment.

All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from Emergency Assistance Service Provider.

### 3.2 Medical Evacuation and Repatriation after Treatment

Should the Insured Person suffer from Physical Injury or Illness outside Hong Kong such that Emergency Assistance Service Provider's medical team deems the local hospital unable to provide the necessary and emergency medical treatment and recommend hospitalization in another hospital where the Insured Person can be suitably treated Emergency Assistance Service Provider will arrange and pay for:

- (1) the transfer of the Insured Person into one of the nearest hospital and,
- (2) if necessary, on medical grounds to transfer the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Physical Injury or Illness.

When after local treatment advised by Emergency Assistance Service Provider's medical team or local treating doctor, the medical condition of the Insured Person will not prevent his/her medically supervised repatriation as a Regular Passenger for in-hospital treatment in Hong Kong, according to Emergency Assistance Service Provider's medical team, Emergency Assistance Service Provider will organize and pay on behalf of us for the



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repatriation of the Insured Person to Hong Kong by scheduled airline flight (on economy class basis) or any other appropriate means of transportation (on economy class basis), including any supplementary transportation to and from the airport. Emergency Assistance Service Provider reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which Emergency Assistance Service Provider is aware at the relevant time.

We shall pay directly for the covered expenses for this section, up to a maximum HKD500,000 per person.

### 3.3 Repatriation of Mortal Remains / Ashes

Upon the death of an Insured Person triggered by Physical Injury or Illness, Emergency Assistance Service Provider will arrange and pay on behalf of us up to a maximum HKD500,000 per person for (1) the transportation of the Insured Person's body or ashes to Hong Kong, or (2) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that Emergency Assistance Service Provider's financial responsibility for such local burial shall be limited to the equivalent of the cost of transportation of mortal remains as provided in this benefit. In any event cost of coffin is not covered.

### 3.4 Travel Information

The Insured Person may contact Emergency Assistance Service Provider to obtain the following information and services before starting or during his Journey.

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

### 3.5 Deposit Guaranteeing of Hospital

In case of hospital admission for emergency treatment duly approved by Emergency Assistance Service Provider's medical team and the Insured Person is without means of payment of the required hospital admission deposit, Emergency Assistance Service Provider will on behalf of us guarantee or provide such payment up to HKD20,000 subject to prior approval by us, provided that (i) any payment made hereunder shall be deducted from the Medical Expenses Benefit payable under Section 2 of this Policy and (ii) the Insured Person must repay us any hospital admission deposit which cannot be offset by the benefit payable within the period of time requested by us.

Under all circumstances the Insured Person shall settle the full payment of the medical expenses directly with the Hospital prior to his discharge, including hospital admission deposit guaranteed by us.

### Exclusions relating to Section 3

This Section does not cover:-

1. costs which would have been payable if the event giving rise to the intervention of Emergency Assistance Service Provider had not occurred;
2. cases of minor Illness or injury which in the opinion of Emergency Assistance Service Provider's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work;
3. expenses incurred where the Insured Person in the opinion of Emergency Assistance Service Provider's doctor is physically able to return to Hong Kong sitting as a normal passenger and without medical escort, unless deemed necessary by Emergency Assistance Service Provider's doctor;
4. contagious diseases requiring quarantine or isolation by law or the commercial carrier;

### Limitations relating to Section 3

1. All service providers rendering services to the Insured Person under this section (including but not limited to the emergency assistance provider, physicians, and hospitals) (the "Service Providers") are not our employees, agents or servants. Accordingly, the Service Providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against us in connection with any services rendered by the Service Providers.
2. We assume no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. We and the Service Providers shall not be held responsible for any failure to provide the 24 Hours Worldwide Emergency Assistance Services and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather condition, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event shall we be liable under this section or in the course of the provision of the 24 Hours Worldwide Emergency Assistance Services, for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. The use of the 24 Hours Worldwide Emergency Assistance Services is of the Insured Person's own accord. We shall not be liable for any loss or liabilities arising from such use.

## SECTION 4 - PERSONAL LIABILITY

We will indemnify an Insured Person for any amount which the Insured Person becomes legally liable to pay as compensation for any third party bodily injury or damage to any third party property as a result of an Accident occurring during the Trip.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 4 in respect of the Insured Person as shown in the Schedule. Such maximum amount shall include any costs and expenses incurred with our consent in writing.



#### **Exclusions relating to Section 4**

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;
3. employer's liability, contractual liability or liability to a member of the Insured Person's family or where liability has been admitted by an Insured Person;
4. ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
5. damage to property owned by or held in trust or in the custody of the Insured Person or a member of his/her family; or
6. any fines, penalties, punitive or exemplary damages.

#### **SECTION 5 - TRIP CURTAILMENT**

If an Insured Person curtails the Trip after the Trip has begun and return to Hong Kong due to

- i) death, Serious Physical Injury or Serious Illness of the Insured Person, or of Insured Person's Immediate Family Member, Close Business Partner or Travel Companion who will be traveling with the Insured Person, if the event happens after the issuance date of this Policy;
- ii) witness summons, jury service or compulsory quarantine of the Insured Person if the order or notice of compliance issued to the Insured Person 24 hours after the issuance date of this Policy;
- iii) natural disaster, unanticipated outbreak of strike or industrial action by the employees of the Public Common Carrier, riot or civil commotion, act of terrorist, hijack at the planned destination arising out of circumstances beyond the control of the Insured Person; or
- iv) serious damage to the Insured Person's principal home in Hong Kong as a result of fire or flooding within 7 days from the departure date which requires the Insured Person's presence on the premises;
- v) the issuance of a Black Alert by the Government of the Hong Kong SAR for the planned destination, provided that the Black Alert is not existence prior to the date booking the scheduled Trip;

We will indemnify the Insured Person for

- I) the loss of deposits or payments for tour arrangements, airfare or other travel arrangements which are irrecoverable from the tour operator, the airline or the carrier concerned; or
- II) the loss for each complete day of the unused portion of any prepaid transport or accommodation charges included in the holiday or journey arrangements provided that such loss shall be calculated on a pro-rata basis; or
- III) the additional accommodation expenses and repatriation costs to Hong Kong provided that such accommodation is not better than that before the loss.

#### **Special Conditions for Section 5**

- i) This Section does not cover any medical or physical conditions or other circumstances affecting the Insured Person, the Insured Person's Immediate Family Member, Close Business Partner or Travel Companion which exist on the date of issuance of this Policy.
- ii) Curtail herein means to abandon or cut short the planned Trip after the Insured Person has arrived at a booked destination shown on the booking invoice and to return to place of residence in Hong Kong.

#### **Extensions of Cover to Section 5**

If an Insured Person has to re-route the Trip to get to alternative destination after the Trip has begun due to

- a) natural disaster, unanticipated outbreak of strike or industrial action by the employees of the Public Common Carrier, riot or civil commotion, act of terrorist at the planned destination arising out of circumstances beyond the control of the Insured Person;
- b) the issuance of a Black Alert by the Government of the Hong Kong SAR for the planned destination, provided that the Black Alert is not existence prior to the date booking the scheduled Trip;

We will indemnify the Insured Person for any additional travel fare and accommodation expenses necessarily incurred, provided that the Insured Person cannot claim under this Section and Section 6 – Travel Delay for the same loss.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 5 in respect of the Insured Person shown in the Schedule.

#### **Exclusions relating to Section 5**

This Section does not cover any loss arising directly or indirectly from

1. the application of any statutory provisions, any government's regulations, control or act;
2. bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, carrier or any other provider of service forming part of the booked itinerary;
3. the disinclination to travel or the financial circumstances of the Insured Person;
4. any unlawful act or criminal proceedings of any person upon whom the holiday plans depend, other than the person's attendance under subpoena as a witness at a court of law;
5. the failure to immediately notify the travel agent, tour operator or other provider of any service forming part of the booked itinerary once it is found necessary to cancel or abandon the travel arrangements;
6. any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by a travel agent, tour operator or other provider of any service forming part of the booked itinerary;
7. any existing medical condition or other circumstances of an Insured Person at the time of application for this insurance which may give rise to a claim under this Section.

#### **SECTION 6 - TRAVEL DELAY**

If the departure or the arrival of the conveyance in which an Insured Person has taken to travel for the Trip (as specified in the Insured Person's original itinerary of the Trip) is delayed for at least 5 hours as a result of natural disaster, unanticipated outbreak of strike or industrial action by the employees of the Public Common Carrier, riot or civil commotion, adverse weather conditions or the mechanical breakdown or derangement of such Public Common Carrier, we will pay the Insured Person HKD300 for each subsequent period of 5 hours of delay.





The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 6 in respect of the Insured Person shown in the Schedule.

**Special Condition for Section 6**

In order to lodge a claim under this Section, the Insured Person must have checked-in in accordance with the original itinerary and obtained a written confirmation from the carrier or its agent of the length of the delay.

**Exclusion relating to Section 6**

This Section does not cover any delay due to strike or other industrial action which exists or has been announced at the date of application for this Policy.

**SECTION 7 - BAGGAGE DELAY**

If the Insured Person's checked-in baggage of the Trip has been delayed for more than 5 hours after the Insured Person's arrival at any of the outward destinations, we will reimburse the Insured Person the costs incurred for any emergency purchases of essential clothing and other necessities.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 7 in respect of the Insured Person shown in the Schedule.

**Special Condition for Section 7**

1. The delay must be supported by an official "Baggage Irregularity Report" issued by the airline or the carrier concerned or has been confirmed in writing by a letter from the tour operator.
2. The Insured Person must submit to us the original purchase invoices and other documents as requested by us in relation to the purchases of essential clothing and other necessities.

**Exclusions relating to Section 7**

This Section does not cover

1. loss arising from delay, detention or confiscation by customs or other authorities; or
2. loss arising from delay of baggage upon the Insured Person's arrival at the final destination or home.

**SECTION 8 - BAGGAGE & PERSONAL EFFECTS**

In the event that there is an accidental loss of or damage to the Insured Person's personal belongings or any clothing, accessories or personal effects worn or carried by the Insured Person during the Trip, we will pay the cost of replacement or repair of the damaged or lost article(s), or arrange for its repair (unless the damage article is a clothing item). Our liability in respect of the replacement cost of the damaged or lost item shall not exceed the market value of the item at the time of the Accident having taken into account any deduction for depreciation, wear and tear.

Maximum Limit for any one article / any one pair / any one set of articles - up to HKD500

The maximum aggregate amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 8 in respect of the Insured Person shown in the Schedule.

**Exclusions relating to Section 8**

This Section does not cover

1. loss or damage to any pager, portable telecommunication equipment, computer equipment, portable data processing/storage equipment, software or accessories;
2. loss or damage to money, bonds, stamps, negotiable instruments, securities, deeds, manuscripts, plastic money (including credit cards, Octopus cards etc.) and other instruments of payment or documents of any kind, travel tickets or any other travel vouchers or coupons;
3. loss or damage to contact or corneal lenses, dentures, prostheses, fragile or brittle articles or foodstuff;
4. loss or damage to any sports equipment or photographic equipment owned or used by the Insured Person for professional purposes;
5. any loss or damage due to delay, confiscation, detention, requisition or destruction by customs, relevant authorities or other government officials;
6. loss or damage caused by wear and tear, gradual deterioration, or mechanical or electrical breakdown or derangement, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, misuse, faulty workmanship or design, the use of faulty materials;
7. loss of Insured Person's baggage which has been sent before the Insured Person's departure;
8. any loss not reported to the local police or airline or other carrier within 24 hours of discovery of such loss;
9. loss of unattended properties;
10. any unexplained loss or mysterious disappearance;
11. loss or damage to business goods or samples, data recorded in writing or on tapes, cards, discs, any electronic means or other devices otherwise.

**SECTION 9 - PERSONAL DOCUMENTS**

We will pay for the cost of replacing the Insured Person's Hong Kong Identity Cards, credit cards, driving license, passport or other travel documents as a direct result of theft, robbery, burglary or accidental loss during the Trip.

In the event that the lost travel documents are necessary for immigration clearance and leads to delay of the Trip, we will also reimburse the Insured Person for additional travel and accommodation expenses reasonable and necessarily incurred for the sole purpose of obtaining a replacement travel document in the issuing body which is nearest to the place where the Insured Person is first aware of the loss of such documents.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 9 in respect of the Insured Person shown in the Schedule.



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## Exclusions relating to Section 9

This Section does not cover

1. any loss which the Insured Person fails to report to the local police or public authority within 24 hours or as soon as practicable upon discovery of such loss; or
2. any loss or damage due to confiscation or detention by customs relevant authorities or other government officials; or
3. any fine or penalty incurred due to non-replacement or late replacement of the documents by the Insured Person; or
4. any loss contributed to by the Insured Person leaving personal documents unsupervised in a public place.

## SECTION 10 – CREDIT CARD PROTECTION

If a claim is payable under this Policy for the Accidental death of the Insured Person, we will reimburse the designated beneficiary of the Insured Person for any outstanding balance of the Insured Person's credit card(s) for goods purchased during the Trip.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 10 in respect of the Insured Person shown in the Schedule.

## Exclusions relating to Section 10

This Section does not cover

1. any goods purchased without formal receipts;
2. any interests accrued or financial charges on the outstanding balance;
3. where this cover is available under any other insurance policy.

## SECTION 11 – RENTAL VEHICLE EXCESS PROTECTION

We will reimburse the Insured Person the vehicle insurance excess or deductible for a car accident, parking damage or theft during the Trip under a rental agreement of Rental Vehicle, provided that the Insured Person:

1. has taken out the motor vehicle insurance policy on his/her hired vehicle covering the rental period;
2. is nominated as a driver on the rental agreement;
3. is driving the hired vehicle at the relevant time of the car accident;
4. is a licensed driver in the country where he operates the hired vehicle;
5. has fulfilled all the terms and conditions of the rental agreement and the applicable motor vehicle insurance.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 11 in respect of the Insured Person shown in the Schedule.

## Exclusions relating to Section 11

This Section does not cover

1. any condition under the influence of alcohol or drugs of the Insured Person who is controlling of a rental vehicle during the rental period;
2. any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
3. any liability other than loss of or damage to the rental vehicle.

## GENERAL EXCLUSIONS - APPLY TO ALL SECTIONS

1. This Policy does not cover
  - 1) any loss arising directly or indirectly occasioned by, happening through or in consequence of:-
    - a) accidents whilst engaging in any kind of sport in a professional capacity or where the Insured Person would or could earn any income or remuneration from engaging in such kind of sport, racing or competition of any kind (except on foot);
    - b) trekking at an altitude limit greater than 5,000 metres above sea level or diving to a depth greater than 30 metres below sea level;
    - c) disease or any physical defect, infirmity or illness which exists before the commencement of the Trip;
    - d) suicide or intentional self-inflicted injury or self-exposure to exceptional risk;
    - e) insanity, whilst being under the influence of drink or drugs, alcoholism, drug addiction or solvent abuse;
    - f) pregnancy, childbirth or miscarriage, sexually transmitted disease
    - g) 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;
    - h) air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft;
    - i) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, mutiny, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
    - j) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
    - k) any act of nuclear, chemical, biological terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this clause, "an act of terrorism" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
  - 2) any itineraries of business travel where manual work shall be required during the Trip;
  - 3) any property more specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance;
  - 4) injuries sustained or contracted as a result of participant in illegal acts
  - 5) consequential loss of any kind;



2. IT Clarification

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.
- (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.

**POLICY CONDITIONS - APPLY TO ALL SECTIONS**

1. Age Limit

No benefits will be payable under this Policy to an Insured Person if the Insured Person has attained the age of 75 at the time of the commencement of the Trip.

2. Precautions

You or the Insured Person(s) must (i) take all reasonable care to protect your or their possessions and prevent accidents from happening; (ii) take all reasonable steps to recover any articles lost or stolen; and (iii) to provide assistance in any prosecution proceedings in relation to the loss or theft incident.

3. Misrepresentation

If you or an Insured Person(s) make a claim under the Policy knowing the claim to be false, we shall not be liable to pay the claim and shall be entitled to terminate the Policy.

4. Cancellation

This Policy may be cancelled by you or us by written notice of cancellation from one party to the other. Cancellation shall take effect ninety (90) days after the date of posting the notice of cancellation. No refund on minimum and deposit premium will be returned to you.

5. Jurisdiction

Coverage provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong Special Administrative Region.

6. Subrogation

We shall be entitled to subrogate to all the Insured Person's rights of recovery, rights of action or claims in respect of any occurrence giving rise to a claim under the Policy. We may use the name of the relevant Insured Person in any relevant proceedings or to enforce any order for costs or otherwise, to initiate or to defend any action giving rise to a claim under the Policy.

7. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties. If the parties cannot agree on who will be the arbitrator within thirty days of the date of the first notice of dispute, the arbitrator shall be appointed by the person who is the President of the Law Society of Hong Kong SAR on the day of the first notice of dispute. If any dispute is not referred to arbitration within 12 months of the date of the first notice of dispute, the Insured shall be deemed to have waived all of his/her claims in connection with or arising out of the said dispute. Arbitration as described in this Policy shall be a condition precedent to the bringing of any action in connection with the matter being arbitrated.

8. Other Insurance

If at the time of occurrence of an event which gives rise to any loss, damage, expense or liability covered under this Policy (except Section 1) there shall be any other insurance against such loss, damage, expense or liability or any part thereof, our liability under this Policy shall be limited to the rateable proportion thereof.

9. Claims Procedure

- (a) If there is an incident which may give rise to a claim under this Policy, you must
  - i) advise us in writing with full particulars as soon as possible but in any event not later than 30 days of the occurrence of such incident;
  - ii) fill in a claim form if necessary and submit to us the appropriate documents, including without limitation the Insured Person's original boarding pass.
- (b) In order to lodge a claim for accidental death under Section 1, you must
  - i) forward at your expense the death certificate of the Insured Person and the coroner's report, if required by us; and
  - ii) provide the necessary assistance to us to enable us to arrange for a post mortem examination at our expenses.
- (c) In order to lodge a claim for Physical Injury under Section 1 or medical expenses under Section 2, you or the relevant Insured Person must
  - i) forward at your or the Insured Person's expense all certificates and information required by us; and
  - ii) submit himself or herself for all the medical examinations from time to time as required and arranged by us at our expenses.
- (d) In order to lodge a claim for loss or damage of baggage and personal effects under Section 8 or for loss of personal documents under Section 9, you or the relevant Insured Person must
  - i) at your or the Insured Person's expense supply to us all documents, information and evidence as requested by us including without limitation original receipts, date of purchase, price, model and particulars of the items lost or damaged;
  - ii) notify the police immediately of any loss, or deception, theft or any attempt thereat, malicious acts or riot and civil commotion but in any event no later than 24 hours of discovery such loss, theft or act and obtain a report of such loss from the police;
  - iii) notify the carriers immediately in writing but in any event no later than 3 days of the loss or damage and if possible obtain a report, if the loss or damage occurs whilst the lost or damaged article is in the custody of carriers;
- (e) In order to lodge a liability claim under Section 4, you must





# 新鴻基地產保險有限公司 Sun Hung Kai Properties Insurance Limited

新鴻基地產集團成員  
Member of Sun Hung Kai Properties Group

- i) send us any demand letter, claim writ or summons immediately upon receipt
- ii) advise us immediately once you have knowledge of any third party claim and/or any impending prosecution inquest of fatal injury
- iii) not make any admission of liability, offer or promise of payment without our consent in writing; and
- iv) give assistance to enable us to settle, resist any claim or to institute proceedings in connection with this Policy.

Notwithstanding the foregoing provisions, we shall have the right to request for any other documents, evidence, information, records or data as we consider necessary for processing a claim lodged under this Policy. Furthermore, we shall be entitled to require you to arrange for the necessary certification, notarization or authentication at your expense of any documents to be submitted to us.

## 10. Purpose of Use of Personal Data

We hereby give you notice that the personal data supplied or to be supplied by you to us in connection with this Policy will be used for:

- (a) our daily operation, and for our provision of insurance, financial or other services;
- (b) processing applications for the issuance of insurance policies and their renewal;
- (c) providing subsequent services for any insurance policies and other financial products or services;
- (d) processing, analyzing and investigating any claim under any insurance policy;
- (e) designing and marketing to you or otherwise our products and services; and
- (f) facilitating communication between you and us.

The personal data in respect of you and the Insured Person(s), whether supplied by you or collected by us through other means, will be treated with the strictest level of confidence but may be disclosed to:

- (a) our employees, agents and intermediaries;
- (b) any of our associated, holding, subsidiary or related companies, and any other companies carrying on insurance or reinsurance business;
- (c) any of our claims investigation companies, legal advisors, accountants or other service providers;
- (d) any association, federation or other organization of the insurance industry; and
- (e) any law enforcement agencies under any law binding on us.

Pursuant to the Personal Data (Privacy) Ordinance, You and the Insured Person(s) are entitled to have access to your or the relevant Insured Person's own personal data which are held by us and/or to correct such data on payment of a reasonable fee to cover our administrative charges and expenses. Such request should be made in writing with 7-days advance notice to :

Data Privacy Compliance Officer,  
Sun Hung Kai Properties Insurance Ltd.  
2305-16, Sun Hung Kai Centre,  
30 Harbour Road, Wanchai, Hong Kong

## 11. Contracts (Rights of Third Parties) Ordinance

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

## 12. Sanction Clause

We shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations. If we alleges that by reason of this Clause, any loss, damage, liability, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.