



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

24 Hours Worldwide Emergency Assistance Services

二十四小時全球緊急援助服務

Hong Kong 香港：(852) 2851 1990

When you need assistance while you are travelling overseas, please call our Emergency Assistance Hotline above.
當身處外地需要幫助，請致電以上二十四小時緊急援助熱線。

24 Hours Worldwide Emergency Assistance Services 二十四小時全球緊急援助服務

✧ Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment 電話醫療諮詢、轉介醫療機構及預約	Referral only 只限諮詢及轉介服務
✧ Medical Evacuation 醫療轉送	Unlimited 無限額
✧ Repatriation After Treatment 治療後轉送原居住地	Unlimited 無限額
✧ Repatriation of Mortal Remains/Ashes 遺體轉送或遺骨轉送	Unlimited 無限額
✧ Essential Medication/Medical Equipment 運送所需藥物/醫療器材	Service only and at Beneficiary's cost 只限安排服務及由受保人承擔費用
✧ Medical Monitoring 監察病況進展	Service only 只限安排服務
✧ Travel Information 旅遊資訊及其它轉介	Enquiry only 只限諮詢性質
✧ Deposit Guaranteeing of Hospital Admission 代墊住院保證金	Up to HK\$20,000 最高上限為 HK\$20,000
✧ Legal Referral 法律諮詢服務	Referral only 只限諮詢及轉介性質
✧ Return of Unattended Dependent Child(ren) under 16 years of age to Hong Kong 送返無人照顧的未滿 16 歲兒童回香港	Included 已包括
✧ Compassionate Visit 親人探望	Included 已包括

Please quote your name, policy number and HKID Card number.

請引述你的姓名、保單編號及身份證號碼。

The Emergency Assistance Services are provided by Europ Assistance Hong Kong Limited.

此緊急援助熱線由香港Europ Assistance提供。

For detailed scope of services, please refer to your policy.

服務範圍詳情，請參閱你的保單。



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TRAVEL INSURANCE

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:

"we" / "us" / "our"	means Sun Hung Kai Properties Insurance Limited.
"you"/"your"	means the Insured named in the Schedule.
Accident or Accidental	means a sudden, unexpected and fortuitous event.
Chinese Medicine Practitioner	means a listed or registered Chinese medicine practitioner under the Chinese Medicine Ordinance of Hong Kong SAR or a practitioner of Chinese medicine legally qualified and registered in the geographical area where the treatment takes place, but excludes the Insured, the Insured Person, beneficiary, and their respective business partners and relatives.
Close Business Partner	means a business companion whose presence is necessary for the Insured Person's business
Hijack	means unlawful seizure or control of an aircraft or another means of transportation, in which the Insured Person is traveling
Home Contents	means any household effects, furniture, fittings, home appliances and personal belongings owned by the Insured Person or the Insured Person's family
Hospital	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.
Illness	means sickness or disease contracted by the Insured Person and commences after the commencement of the Period of Insurance.
Immediate Family Member	means the Insured Person's spouse, children, siblings, parents, parents-in-law, grandparents, grandchildren, fiancé(e)
Insured Person	means each of the persons described as such in the Schedule.
Loss of Hearing	means the total and permanent loss of the ability to hear.
Loss of Limb	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.
Loss of Sight	means the total and permanent loss of vision.
Loss of Speech	means the total and permanent loss of the ability to speak.
Medical Practitioner	means any person legally authorized by the local Government under the jurisdiction in the geographical area of his or her practice to render medical and surgical service, but excludes the Insured, the Insured Person, beneficiary, and their respective business partners and relatives.
Period of Insurance	means the period specified as such in the Schedule provided that: (i) coverage of this Policy (Section 5 excepted) shall commence when the Insured Person leaves his/her place of residence or business in Hong Kong (whichever is the later) to embark on a Trip provided that the coverage shall not commence more than 12 hours prior to scheduled departure; (ii) coverage of this Policy (Section 5 excepted) shall expire at the time when the Insured Person returns to his/her place of residence or business in Hong Kong provided that the coverage shall expire no more than 12 hours after the scheduled arrival at Hong Kong or the final destination; (iii) coverage provided under Section 5 with respect to trip cancellation shall commence on the date of issuance of this Policy and expire on the actual departure of the Trip; (iv) if after the commencement of the Trip, the original scheduled itinerary has been unavoidably interrupted or delayed 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, act of terrorist, Hijack, adverse weather conditions or the mechanical breakdown or derangement of such Public Common Carrier, the Period of Insurance shall, subject to sub-clauses (i), (ii), (iii) and (v) of this definition, be automatically extended for a maximum period of 10 calendar days; (v) notwithstanding any other provisions of this Policy, this Policy shall terminate at the end of the 90th day after the commencement of coverage.
Permanent Total Disablement	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.
Physical Injury	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.
Pre-existing Condition	shall mean any injury, sickness, disease or physical condition which existed before the commencement date of the Period of Insurance in respect of the Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.
Public Common Carrier	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.
Rental Vehicle	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.
Schedule	means the Schedule attached hereto which forms part of this Policy.
Second Degree Burn	means both the epidermis and the underlying dermis are damaged.
Serious Physical Injury or Serious Illness	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 dangerous to life and unfit to travel or continue the Insured Person's original travel arrangement.
Third Degree Burn	means the damage or destruction of the skin to its full depth and damage to the tissues beneath.
Travel Alert	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.
Travel Companion	means the person who is to company with the Insured Person for the whole insured Trip on share room basis
Trip	means the journey covered under this Policy which has been scheduled to commence and complete during the Period of Insurance.



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TABLE OF BENEFITS

SECTION	MAXIMUM BENEFITS (HKD)				EXCESS (HKD)
	DIAMOND	GOLD	SILVER	CRUISE	
1. Personal Accident	1,000,000	500,000	250,000	1,000,000	--
* Extra indemnity	1,500,000	750,000	375,000	1,500,000	--
* Burns Cover (Second Degree and Third Degree)	300,000	200,000	100,000	300,000	--
2. Medical Expenses	1,000,000	500,000	250,000	1,000,000	--
* Follow Up Expenses	80,000	30,000	15,000	80,000	--
(including Chinese Medical Practice)	5,000	3,000	2,000	5,000	--
* Overseas Hospital Cash	10,000	5,000	2,000	10,000	--
3. Worldwide Emergency Assistance Service	Unlimited	Unlimited	Unlimited	Unlimited	--
4. Personal Liability	1,500,000	1,000,000	500,000	1,500,000	--
5. Trip Cancellation	30,000	25,000	15,000	30,000	--
6. Trip Interruption	30,000	25,000	15,000	30,000	--
* Trip Curtailment and Trip Re-arrangement	inclusive	inclusive	inclusive	inclusive	--
7. Travel Delay	2,000	1,500	1,000	2,000	--
8. Baggage Delay	3,000	2,000	1,000	3,000	--
9. Baggage & Personal Effects	20,000	15,000	10,000	20,000	250
10. Personal Money	3,000	2,000	1,000	3,000	250
11. Personal Documents	5,000	3,000	2,000	5,000	--
12. Home Contents Protection	7,500	5,000	2,000	7,500	--
13. Rental Vehicle Excess Protection	5,000	3,000	1,500	5,000	--
14. Cruise Cancellation and Interruption	N/A	N/A	N/A	50,000	--
15. Post- Departure Cruise					--
* Shore Excursion Cancellation	N/A	N/A	N/A	10,000	--
* Satellite Phone Expenses	N/A	N/A	N/A	3,000	--

SECTION 1 - PERSONAL ACCIDENT

If the Insured Person suffers Physical Injury during the Trip which results in death or any of the permanent 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:

<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 unless the "Extra Indemnity Clause" specified below is applicable.

Notwithstanding anything to the contrary, the maximum amount of benefit under this Section payable to the Insured Person which is under the age of 16 or over the age of 64 shall not exceed 50% of Maximum Benefits specified in the Table of Benefits for this Section.

Extensions of Cover to Section 1

1. Extra Indemnity Clause

The amount payable under this Section will be increased by 50% if death occurs when the Insured Person

- (i) is travelling as a regular fare-paying passenger in any Public Common Carrier, including embarkation and disembarkation; or
- (ii) is being involved as an innocent party in any robbery or attempted armed robbery including escape of the perpetrators therefrom.

This clause will not apply to any Insured Person which is under the age of 16 or over the age of 64.

2. Burns Cover (Second Degree and Third Degree)

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

<u>Second Degree Burns or Third Degree Burners</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%



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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.

Notwithstanding anything to the contrary, the maximum amount of benefit under this Section payable to the Insured Person which is under the age of 16 or over the age of 64 shall not exceed 50% of Maximum Benefits specified in the Table of Benefit for this Section.

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:
 - 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;
 - such treatment is recommended by a Medical Practitioner;
 - 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.The follow up medical expenses shall also be extended to cover treatment received from a registered Chinese Medicine Practitioner in Hong Kong, including general practice, bone-setting and acupuncture.
- If the Insured Person is being confined to a Hospital during the Trip for Physical Injury or Illness covered under this Section, we will pay the Insured Person HKD500 per day up to the maximum limit for hospital cash under Section 2 in respect of the Insured Person shown in the Schedule provided that:-
 - the period of hospitalization is longer than 24 hours; and
 - a charge for room & board is incurred as a result of the medical treatment for Physical Injury or Illness covered under this Section.

Exclusions relating to Section 2

This Section does not cover

- medical treatment received in Hong Kong (except for continuation of medical treatment as described in item 1 and hospital cash as described in item 2 under Extensions of Cover for Section 2);
- non-essential treatment (whether the treatment is essential or not shall be conclusively determined by us);
- any travel contrary to the advice of a Medical Practitioner or for the purpose of receiving medical or surgical treatment; or
- 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 SERVICE

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's** 24-hour Alarm Centre on **(852) 2851 1990** 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 telephone 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

Should the Insured Person suffer from Physical Injury or Illness outside Hong Kong such that Emergency Assistance Service Provider's medical team recommends hospitalization in a or another medical facility where the Insured Person can be suitably treated Emergency Assistance Service Provider will arrange and pay for:

- the transfer of the Insured Person into one of the nearest hospital and,
- if necessary, on medical grounds
 - The transfer of 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, or
 - The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his permanent residence, if his medical condition permits such repatriation. The 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 Person will not prevent his medically supervised repatriation as a regular passenger, according to the medical opinion of both attending physician and Emergency Assistance Service Provider Alarm Centre doctor, Emergency Assistance Service Provider will organise and pay for the 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. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and Emergency Assistance Service Provider Alarm Centre under constant medical supervision.

3.4 Repatriation of Mortal Remains/Ashes

Upon the death of a Insured Person, Emergency Assistance Service Provider will arrange and pay for the transportation of the Insured Person's body or ashes to the Insured Person's place of burial in Hong Kong.

3.5 Essential Medication/Medical Equipment

Upon request from a local attending physician Emergency Assistance Service Provider will, while possible and legally permissible, dispatch any essential medicine and/or medical equipment required for the Insured Person which is not locally available.



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The Insured Person 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 Emergency Assistance Service Provider's medical team.

3.6 Medical Monitoring

Emergency Assistance Service Provider will monitor a Insured Person's medical condition if the Insured Person is hospitalized outside Hong Kong and will update the employer or family of the Insured Person.

3.7 Dispatch of Physician

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

3.8 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
- 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 Emergency Assistance Service Provider's Alarm Centre doctor 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 HKD20,000.00 subject to prior approval us.

3.10 Legal Referral

Upon request of the Insured Person, Emergency Assistance Service Provider can provide the name and address of the lawyer or solicitor on worldwide basis.

3.11 Return of Unattended Dependent Child(ren) to Hong Kong

If any of the Insured Person's traveling dependent child(ren) under 16 years of age is left unattended by reason of the Insured Person's Physical Injury or Illness resulting in hospital confinement outside Hong Kong, Emergency Assistance Service Provider will organise and pay for the cost of a scheduled airline ticket (on economy fare basis) and hotel accommodation for such child(ren) to return to his home in Hong Kong, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to Emergency Assistance Service Provider.

If necessary, Emergency Assistance Service Provider will also hire and pay for a qualified attendant to accompany any such dependent child(ren) for return journey.

3.12 Compassionate Visit

In the event of the Insured Person is traveling alone and has no Immediate Family Member staying at the place where the Insured Person has suffered from Physical Injury or Illness resulting in hospital confinement outside Hong Kong for more than 7 (seven) consecutive days, Emergency Service Provider will arrange and pay for the cost of a return scheduled airline ticket (on economy class basis) or any reasonable transportation means (on economy class basis) for an Immediate Family Member or a designated person of the Insured Person to travel from Hong Kong to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,200 per day for a maximum period of 5 (five) consecutive days, but excluding the cost of drinks, meals and other room services.

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 Service 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 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 the Insured Person against legal liability 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 legal costs and expenses incurred by the Insured Person 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;



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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 CANCELLATION

We will reimburse the Insured Person for 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 upon cancellation of the Trip prior to its commencement, in consequence of the events occurring 24 hours after the issuance of this Policy or within 30 days prior to the commencement date of the Trip, whichever is the later, as a direct result of the following events:-

- i) death, Serious Physical Injury or Serious Illness of the Insured Person, Immediate Family Member, Close Business Partner or Travel Companion who will be traveling with the Insured Person; or
- ii) witness summons, jury service or compulsory quarantine of the Insured Person if the order or notice of compliance issued to the Insured Person; or
- iii) natural disaster, unanticipated outbreak of strike or industrial action by the employees of a Public Common Carrier, riot or civil commotion, act of terrorist occurred at the planned destination of the Trip within 7 days before the departure date; or
- iv) serious damage to the Insured Person's principal home in Hong Kong as a result of fire, typhoon, flooding or burglary within 7 days before the departure date; or
- 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;

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.

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

Exclusions relating to Section 5

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

1. 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;
2. the application of any statutory provisions, any government's regulations, control or act;
3. 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;
4. strike, riot, civil commotion or other circumstances which may give rise to a claim under this Section known to have existed at the time of application for this Policy.
5. the disinclination to travel or the financial circumstances of the Insured Person;
6. 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;
7. 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;
8. 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;

SECTION 6 - TRIP INTERRUPTION

6.1 Trip Curtailment

If after the Trip has begun, the Insured Person has to abandon or cut short the planned Trip and return to Hong Kong directly as a direct result of the following events:-

- i) death, Serious Physical Injury or Serious Illness or Hijack of the Insured Person, Immediate Family Member, Close Business Partner or Travel Companion who will be traveling with the Insured Person; or
- ii) adverse weather conditions, 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 of the Trip which prevent the Insured Person from continuing with the scheduled Trip; or
- iii) serious damage to the Insured Person's principal home in Hong Kong as a result of fire, typhoon, flooding or burglary; or
- iv) 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 reimburse the Insured Person for

- I) the loss of the unused portion of any irrecoverable prepaid tour fares or transport or accommodation charges included in the holiday or journey arrangements for each complete day of the Trip provided that such loss shall be calculated on a pro-rata basis; or
- II) the additional travelling and accommodation expenses incurred to return to Hong Kong provided that such accommodation is not better than that before the loss.

6.2 Trip Re-routing

We will reimburse the Insured person for additional travel fare and accommodation expenses necessarily incurred where the Insured Person has to re-route the Trip after the Trip has begun due to

- a) adverse weather conditions, 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; or
- b) closure of airport, port or train station due to mechanical breakdown or derangement of such Public Common Carrier for more than 5 hours; or
- c) 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;

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.

Exclusions relating to Section 6

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. strike, riot, civil commotion or other circumstances which may give rise to a claim under this Section known to have existed at the time of application for this Policy.
4. the disinclination to travel or the financial circumstances of the Insured Person;
5. 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;
6. 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;
7. 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;



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SECTION 7 - TRAVEL DELAY

If the departure 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, act of terrorist, Hijack, 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 7 in respect of the Insured Person shown in the Schedule.

Special Condition for Section 7

- i) 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.
- ii) The Insured Person cannot claim under this Section and Section 6 - Trip Interruption for the same incident.

Exclusion relating to Section 7

This Section does not cover any delay due to the cause or condition which exists or has been announced at the date of issuance of this Policy.

SECTION 8 - BAGGAGE DELAY

In the event that 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 8 in respect of the Insured Person shown in the Schedule.

Special Condition for Section 8

1. The Insured Person cannot claim under this Section and Section 9 - Baggage and Personal Effects for the same incident.
2. 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.
3. 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 8

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 9 - 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 HKD3,000
Maximum Aggregate Limit for clothing item in respect of any one Insured Person -	up to HKD5,000
Maximum Aggregate Limit for sports equipment in respect of any one Insured Person -	up to HKD5,000
Maximum Aggregate Limit for portable telecommunication equipment / computer equipment in respect of any one Insured Person -	up to HKD5,000

The maximum aggregate 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.

Exclusions relating to Section 9

This Section does not cover

1. the first HKD250 of each and every claim per Insured Person;
2. loss or damage to any pager, portable data processing/storage equipment, software or accessories;
3. 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;
4. loss or damage to contact or corneal lenses, dentures, prostheses, fragile or brittle articles or foodstuff;
5. loss or damage to any sports equipment or photographic equipment owned or used by the Insured Person for professional purposes;
6. any loss or damage due to delay, confiscation, detention, requisition or destruction by customs, relevant authorities or other government officials;
7. 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;
8. loss of Insured Person's baggage which has been sent before the Insured Person's departure;
9. any loss not reported to the local police or airline or other carrier within 24 hours of discovery of such loss;
10. loss of unattended properties;
11. any unexplained loss or mysterious disappearance;
12. 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 10 - PERSONAL MONEY

We will indemnify the Insured Person for the loss of the Insured Person's cash, cheques or travellers' cheques as a direct result of theft, robbery or burglary occurring during the Trip provided that the Insured Person is at least 12 years old.

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



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1. the first HKD250 for each and every claim per Insured Person;
2. any shortage due to error, omission, exchange or depreciation in value; or
3. any loss or damage due to confiscation or detention by customs relevant authorities or other government officials; or
4. any loss not reported to the local police or public authority within 24 hours of discovery of such loss.

SECTION 11 - 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 11 in respect of the Insured Person shown in the Schedule.

Exclusions relating to Section 11

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 12 – HOME CONTENTS PROTECTION

We will reimburse the Insured Person the cost of replacement or repair against physical loss of or damage to the Home Contents within Insured Person's principal home in Hong Kong caused by burglary accompanied by forcible and violent entry to or exit from the premises, while such premises are vacated 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 12 in respect of the Insured Person shown in the Schedule.

Exclusions relating to Section 12

This Section does not cover losses arising out of or caused by

1. any loss which the Insured Person fails to report to the police within 24 hours or as soon as practicable upon discovery of such loss; or
2. any loss of or damage to property insured under any other insurance policy covering the same risk;
3. any loss or damage due to the Insured Person's failure to take due care and precautions for the safeguard and security of such property.

SECTION 13 – 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 13 in respect of the Insured Person shown in the Schedule.

Exclusions relating to Section 13

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.

CRUISE COVER (SECTION 14 – 15)

SECTION 14 – CRUISE CANCELLATION AND INTERRUPTION

In the event that the cruise ship is located overseas at the relevant time and the Public Common Carrier which the Insured Person has arranged for traveling to the port of departure is delayed by at least 8 consecutive hours counting from the scheduled time of arrival specified in the itinerary due to natural disasters, unanticipated outbreak of strike or industrial action by the employees of the Public Common Carrier, riot or civil commotion, act of terrorist, hijack or the mechanical breakdown of such Public Common Carrier during the Trip, as a direct result of which the Insured Person fails to board the scheduled cruise ship at the designated boarding port,

We will indemnify the Insured Person on either one of the following item:

- (i) Cruise Cancellation: the loss of deposits or any payments made in advance for cruise tour which are forfeited and irrecoverable from the tour operator and or any other source
- (ii) Cruise Interruption: additional travel expenses which are reasonable and inevitable incurred by the Insured Person for traveling from the port of departure to the next scheduled port of call specified in the original itinerary to catch up with the cruise tour.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 14 in respect of the Insured Person shown in the Schedule.

SECTION 15 – POST DEPARTURE CRUISE

1. Shore Excursion Cancellation



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We will indemnify the Insured Person on the loss of deposits or any payment made in advance for shore excursion tour organized by the cruise management, which are forfeited and irrecoverable from the tour operator and or any other source upon cancellation of the shore excursion as a direct result of:

- i) Serious Physical Injury or Serious Illness suffered by the Insured Person or Travel Companion or;
- ii) Natural disasters, infectious disease, unanticipated outbreak of strike or industrial action by the employees of the Public Common Carrier, riot or civil commotion, act of terrorist at the scheduled destination of the shore excursion.

2. Satellite Phone Expense

We will indemnify the Insured Person for satellite phone call expenses reasonable incurred while on board a cruise during the Trip in the event that the Insured Person must return directly to Hong Kong following Serious Physical Injury or Serious Illness of the Insured Person or Travel Companion which prevents the Insured Person from continuing the insured Journey.

The maximum amount that we will pay under this Section in respect of any one Insured Person is the maximum limit for Section 15 in respect of the Insured Person shown in the Schedule.

Special Condition for Cruise Cover (Section 14 – 15)

1. The Insured Person will take all possible steps to recover the outlay for transportation, accommodation and package tour.
2. No benefit will be payable for the claim in respect of same loss under Section 5 - Trip Cancellation and Section 7 - Travel Delay.

Exclusions relating to Cruise Cover (Section 14 – 15)

This Section does not cover

1. any loss arising from any circumstances leading to the relevant delay or interruption of the Trip which is existing or announced before the date of issuance of this Policy;
2. any loss directly or indirectly arising from any government's regulations, control or act, or from the bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the scheduled itinerary of the voyage;
3. any loss arising from any circumstances where the Insured Person fails to timely notify the travel agency, tour operator, cruise ship company, and/or other provider of any service forming part of the original itinerary of the Trip of the cancellation of any travel arrangement or to notify the relevant providers of the need to make any alternative arrangement immediately when it is found necessary to do so;
4. any loss arising from late arrival of the Insured Person at the airport or port (i.e. arrival at a time later than the boarding time for the cruise or the time required for check-in, whichever is the earlier) except for the causes specified in each of the benefits above as stated in Section 14;
5. the travel delay arises from the Insured Person's refusal or failure to take the first available alternative transportation offered by the relevant Public Common Carrier or cruise ship company;
6. any loss in relation to alterations to original itinerary which is not accepted before commencement of the relevant shore excursion tour by the airline, travel agency, cruise ship company, or other relevant organisations;
7. any expenses incurred for services provided by a third party for which the Insured Person is not liable to pay and/or any expenses already included in the cost of a scheduled voyage;
8. loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a cruise, hotel, public common carrier, travel agent or any other provider of travel and/or accommodation;
9. any loss in relation to delays, cancellations or curtailments to schedules that is not verified by the airline, travel agency or other relevant organizations.

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) any Pre-existing Condition, congenital or hereditary conditions;
 - 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. Property Cyber and Data Endorsement
 - 1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - 2) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
 - 3) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
 - 4) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



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- 5) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8) Cyber Incident means:
- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9) Computer System means:
- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 10) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11) Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.
3. Infectious or Contagious Disease Exclusion during a PHEIC (LMA5500)
- 1) This Policy does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
- 2) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
- 3) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
- 4) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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 85 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
Upon the issuance of any Travel Alert for the planned destination, the Policy can be terminated with premium refund before commencement of the scheduled trip provided that no claim has been lodged to us. Under any other circumstances, this Policy is non-cancellable by us or you except in the circumstances of non-receipt of the premium by us or the submission by you of a fraudulent claim. There will be no refund of premium once the Policy has been issued.
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 bodily 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 9 or for loss of personal money under Section 10 or for loss of personal documents under Section 11, 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;



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- 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
 - 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. **Rights of Third Parties**
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.
- 11. **Sanction and Exclusion**
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.
- 11. **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 Limited
2305-16, Sun Hung Kai Centre,
30 Harbour Road,
Wanchai, Hong Kong